

**HILLS INTERNATIONAL COLLEGE LIMITED**  
**ENTERPRISE AGREEMENT**  
**2024**

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## **PART 1 - PRELIMINARY**

### **1.1 Title**

This Agreement shall be known as the Hills College Limited Enterprise Agreement 2024.

### **1.2 Parties to the Agreement**

1.2.1 The Parties to this Agreement are Hills International College Limited ('the Employer' or 'Hills College') and all Employees employed by Hills International College Limited whose duties and responsibilities are described in this Agreement ('Employees').

1.2.2 Should a specialist or managerial position be created whose duties and responsibilities are not described in this Agreement, the terms and conditions of the Employee's employment shall derive from the applicable Modern Award with coverage, or the National Employment Standards for Award free Employees.

1.2.3 This Agreement does not apply to the following existing Hills College positions:

- (a) Business Manager.
- (b) Principal/Chief Executive Officer (CEO).

1.2.4 The Independent Education Union of Australia – Queensland and Northern Territory Branch ("IEU-QNT") is bound by this Agreement.

### **1.3 Date and Period of Operation**

1.3.1 This Agreement will operate seven (7) days after the date of approval of the Agreement by the Fair Work Commission in accordance with *the Act*.

1.3.2 The nominal expiry date of this Agreement is 31 December 2027.

### **1.4 Variation or Replacement of Agreement**

1.4.1 Any variation of this Agreement must be undertaken in accordance with Part 2-4, Division 7, of the Act, as amended from time to time.

1.4.2 The replacement of this Agreement must be undertaken in accordance with Part 2-4, Division 2, of the Act, as amended from time to time. The parties agree to commence negotiations for a replacement agreement by 1 June 2027.

### **1.5 Relationship with Awards and National Employment Standards**

1.5.1 This Agreement excludes and wholly replaces the following Modern Awards which have coverage of the duties and responsibilities of Hills College Employees as described in this Agreement:

- (a) Educational Services (Teachers) Award 2020;
- (b) Educational Services (Schools) General Staff Award 2020;
- (c) Miscellaneous Award 2020.

Note: The Miscellaneous Award 2020 provides the minimum wages and conditions for Employees undertaking traineeships at Hills College. Schedule E of the Miscellaneous Award 2020 has been adopted under this Agreement as Schedule 1 of the Agreement, and the application of the Modern Award to this Enterprise Agreement is limited to that extent.

1.5.2 Application of the National Employment Standards (NES)

This Agreement will be read and interpreted in conjunction with the National Employment Standards (NES). Where there is an inconsistency between the Agreement and the NES,

and the NES provides a greater benefit, the NES provision will apply to the extent of the inconsistency.

1.5.3 This Enterprise Agreement is a stand-alone Agreement in settlement of all matters for its duration.

## **1.6 Agreement Posting**

1.6.1 A copy of this Agreement shall be made available to Employees. The Agreement shall be available online in ordinary communication mediums such as Teams and the Hills College internal policy training portal.

1.6.2 A copy of this Agreement shall be provided to all new Employees upon commencement.

1.6.3 An Employee is entitled to confidentially request a copy of this Agreement be emailed to them at any time. The request can be made to the Hills College Human Resources Officer or to the Hills College Payroll Officer.

## **1.7 Definitions**

For the purposes of this Agreement, the following definitions apply:

1.7.1 **Academic Year** means:

For Teachers: the weeks (or part thereof) in any calendar year that Hills College students are required to attend College as set out in the Hills College calendar and includes student free days and the week or any part of the week prior to the first week of College in Term 1 and the week or part of the week following the last week of College in Term 4 that the teacher is required to attend, provided that the total time worked does not exceed 40 weeks or a total of 200 days per calendar year.

For Employees other than Teachers who are required to work less than 52.18 weeks per calendar year, the number of weeks (or part thereof) that equal the academic year for teachers, or as otherwise agreed with the Employee that could be more than the academic year. For example, an Employee other than a teacher, may agree to work their agreed hours across 42 weeks (210 days).

1.7.2 **Act** means the *Fair Work Act 2009*.

1.7.3 **Casual Employee** means an Employee engaged in accordance with section 15A of the Act, as amended from time to time.

1.7.4 **Close Relative** means a person who is a member of the first person's immediate family, or who is related to the first person according to Aboriginal or Torres Strait Islander kinship rules.

1.7.5 **Designated non-working weeks absence** applies to General Staff (not Teachers) covered by Parts 7-14 of this Agreement who are not required to work during non-term weeks or parts of them. Employees will be informed of this requirement at the start of employment. This absence is unpaid but leave continues to accumulate based on their employment status and hours during the Academic Year. It does not break continuity of employment and counts towards leave accrual. Teachers are not eligible for this provision. Employees already under this requirement at the time of the Agreement's commencement are considered notified.

1.7.6 **Employee** means an Employee covered by this Agreement.

1.7.7 **Employee organisation** has the meaning given by section 12 of Act.

1.7.8 **Enterprise** has the meaning given by section 12 of the Act.

- 1.7.9 **Employer** means Hills International College Limited ('Hills College')
- 1.7.10 **Existing Employee** means an Employee already employed by Hills College as at the date of commencement of this Agreement.
- 1.7.11 **Executive Line Manager**, for the purposes of Clause 3.17 and 3.18 in this Enterprise Agreement, includes the Business Manager.
- 1.7.12 **Full-Time Employee** means an Employee engaged on a permanent full-time basis to work the full-time ordinary hours as set out in the relevant Part of this Agreement.
- 1.7.13 **General Staff Employee** means every other classification that is not a teacher as defined in this Agreement.
- 1.7.14 **Immediate Family** means a spouse, de facto partner, child, parent, grandparent, grandchild or sibling of the person; or a child, parent, grandparent, grandchild or sibling of a spouse or de facto partner of the person.
- 1.7.15 **IEU – QNT** means the Independent Education Union of Australia – Queensland and Northern Territory Branch.
- 1.7.16 **Language College Tutor/Instructor** means a tutor/instructor who holds ELICOS, TESOL/TEFL accreditation to instruct ELICOS (English Language Intensive Courses), TESOL (Teaching English to Speakers of Other Languages). A Hills College Language College Tutor/Instructor does not have a teaching qualification or any QCT teacher registration, and accordingly a Tutor/Instructor is delivering an education program that is not an education program in accordance with QCT registration.
- 1.7.17 **Language College Teacher** is an Employee who is required by the National ELT Accreditation Scheme (NEAS) to have a teaching qualification at the same time as an ELICOS or TESOL qualification. The Hills Language College educational program does not meet the requirements for Queensland College of Teachers (QCT) registration. An Employee engaged as a Hills College Language College teacher with a teaching qualification shall be paid in accordance with the Hills Language College Teacher rate as prescribed in Schedule 3.
- 1.7.18 **National Employment Standards (NES)** means the National Employment Standards contained in Part 2-2, Chapter 2 of the Act.
- 1.7.19 **Non-term weeks** means weeks (and part thereof) other than the academic year.
- 1.7.20 **NSSAB** means Non-State Schools Accreditation Board or any subsequent regulatory agency that replaces NSSAB who is the statutory body in Queensland for administering Queensland's Non-State Schools accreditation standards.
- 1.7.21 **Part-Time General Staff Employee** means an Employee covered by Parts 7 to 14 engaged for less than the full-time ordinary hours per week on the basis of 52.18 weeks per annum; or Full-time hours across less than 52.18 weeks per annum at the Employee's election; and has reasonably predictable hours of work; and receives, on a pro rata basis, equivalent pay and conditions to those of full-time Employees covered in the relevant Parts 7 to 14. To avoid doubt, part-time employment under this Agreement is not the same as where the Employee is required to be absent during Non-term weeks (and accrues leave during this time). For example - an administration, finance or maintenance team Employee who works 38 ordinary hours per week but requests and is approved to perform their duties during 42 weeks per annum. The part-time Employee would take leave without pay for the additional weeks requested beyond accrued annual leave and does not accrue leave beyond ordinary hours worked and paid leave taken.

- 1.7.22 **Part-time hourly rate** means the part-time hourly rate set out in the relevant Part and Table of this Agreement.
- 1.7.23 **Principal** means the Principal and Chief Executive Officer of Hills International College and includes any person appointed as Delegate of the Principal for the purposes of the relevant section in this Enterprise Agreement.
- 1.7.24 **Salary** means an annual figure sufficient to cover all remunerative entitlements for both ordinary hours and reasonable additional hours. Remunerative entitlements include penalties, loadings and allowances. An Employee's Contract of Employment and the Parts of this Agreement may identify a loading or allowance that is payable in addition to the salary. Superannuation does not form part of a salary. Superannuation is calculated and payable separately and in accordance with prevailing superannuation guarantee laws.
- 1.7.25 **Superannuation Guarantee** legislation means the *Superannuation Guarantee (Administration) Act 1992 (Cth)*, the *Superannuation Guarantee Charge Act 1992 (Cth)*, the *Superannuation Industry (Supervision) Act 1993 (Cth)* and the *Superannuation (Resolution of Complaints) Act 1993 (Cth)* and any other legislation in effect during the life of this Agreement which deals with the superannuation rights and obligations of Employers and Employees.
- 1.7.26 **Teacher** means a person who is registered (or provisionally registered) or has permission to teach with the Queensland College of Teachers and performs duties which include delivering a NSSAB accredited educational program assessing student participation in an education program, administering an educational program, and performing other duties incidental to the delivery of the educational program.
- 1.7.27 **Teacher Aide Student Support** means a General Staff Employee employed to provide support to teachers and students and the learning environment (including other duties incidental to student support) by performing the tasks and responsibilities as described in Part 8.
- 1.7.28 **Union** means the Independent Education Union of Australia which includes, where appropriate to the context, the Independent Education Union of Australia – Queensland and Northern Territory Branch (IEU-QNT) and/or any other organisation which is registered pursuant to the *Fair Work (Registered Organisations) Act 2009* and which is eligible to cover an Employee to which this Agreement applies.
- 1.7.29 **Wages** means that remuneration is calculated and paid based on the number of hours worked in each pay period, and when the hours were worked, and are paid in accordance with the Employee's classification.
- 1.7.30 **Workplace delegate** is a person appointed or elected, in accordance with the rules of an Employee organisation, to be a delegate or representative (however described) for members of the organisation who work at Hills College.
- 1.8 Objectives**
- 1.8.1 This Agreement provides a framework for management, Employees, and the union to work together towards improving productivity and efficiency.
- 1.8.2 The objectives of this Enterprise Agreement are to develop a culture of workplace reform by:
- (a) improving the quality of service to client groups;
  - (b) improving the quality of teaching;
  - (c) improving the learning outcomes for students;
  - (d) improving the quality of management;



- (e) improving the effectiveness of support services in contributing to the provision of quality teaching and learning and the pastoral care of all students and staff;
- (f) enhancing the provision of broad curriculum and co-curricular services for students through effective and efficient College arrangements and practices;
- (g) developing collaborative and consultative decision-making processes;
- (h) creating more effective College management and resourcing processes which increase flexibility, responsiveness, and professionalism;
- (i) reflecting upon and giving support to the principles of employment equity, social justice, and accountability;
- (j) recognizing the key role of staff members in Hills College;
- (k) providing benefits to Employees through improved wages linked to their contributions to the development and implementation of workplace reform and through improvements in the working environment;
- (l) recognizing the commitment of staff and management to the process and outcomes of Enterprise Bargaining;
- (m) reviewing resources to ensure cost minimisation without affecting quality or standards.

**1.9 No further increases**

1.9.1 There shall be no further increases during the life of this Agreement other than those set out in Clause 3.8.

**PART 2 - CONSULTATION, DISPUTE RESOLUTION AND FLEXIBILITY**

**2.1 Consultation Clause**

2.1.1 This term applies if Hills College:

- (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 the Employees; or
- (b) proposes to introduce a change to the regular roster or ordinary hours of work of Employees.

2.1.2 The relevant Employees may appoint a representative for the purposes of the procedures in this term.

2.1.3 If:

- (a) a relevant Employee appoints, or relevant Employees appoint, a representative for the purposes of consultation; and
- (b) the Employee or Employees advise Hills College of the identity of the representative Hills College must recognise the representative.

2.1.4 As soon as practicable after making its decision, Hills College must:

- (a) discuss with the relevant Employees:
  - (i) the introduction of the change; and
  - (ii) the effect the change is likely to have on the Employees; and
  - (iii) measures Hills College 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:

- (i) all relevant information about the change including the nature of the change proposed;
- (ii) information about the expected effects of the change on the Employees; and
- (iii) any other matters likely to affect the Employees.

2.1.5 However, Hills College is not required to disclose confidential or commercially sensitive information to the relevant Employees.

2.1.6 Hills College must give prompt and genuine consideration to matters raised about the major change by the relevant Employees.

2.1.7 *Major change*

2.1.7.1 For a major change referred to in paragraph (2.1.1) (a):

- (a) Hills College must notify the relevant Employees of the decision to introduce the major change; and
- (b) subclauses (2.1.2) to (2.1.6) apply.

2.1.7.2 If a term in this agreement provides for a major change to production, program, organisation, structure or technology in relation to the enterprise of Hills College, the requirements set out 2.1.7.1 (a) and 2.1.2, 2.1.3 and 2.1.4 are taken not to apply.

2.1.7.2.1 In this term, 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 Hills College'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.

2.1.8 *Change to regular roster or ordinary hours of work*

2.1.8.1 For a change referred to in paragraph (2.1.1) (b):

- (a) Hills College must notify the relevant Employees of the proposed change; and
- (b) subclauses (2.1.2) to (2.1.6) do not apply.

2.1.8.2 Subject to Clause 2.1.8.3, clauses 2.1.8.4 and 2.1.8.5 shall not apply where the Hills College educational timetable in respect of academic classes and student activities, is not a regular roster, because it:

- (a) Operates on a term, semester or a College Year basis; and
- (b) Ordinarily changes between one period of operation and the next; and
- (c) May change during the period of an operation.

2.1.8.3 Clauses 2.1.8.4 to 2.1.8.9 will apply where a change to the College's educational timetable directly results in a change to:

- (a) The number of ordinary hours of work of an Employee; or
- (b) The spread of hours during which the Employee's ordinary hours are required to be worked; or

(c) The days over which the Employee is required to work.

2.1.8.4 The relevant Employees may appoint a representative for the purposes of the procedures in this term.

2.1.8.5 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.  
Hills College must recognise the representative.

2.1.8.6 As soon as practicable after proposing to introduce the change, 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:
  - (i) all relevant information about the change, including the nature of the change; and
  - (ii) information about what the employer reasonably believes will be the effects of the change on the Employees; and
  - (iii) 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).

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

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

2.1.8.9 In this clause, 2.1.8, relevant Employees means the Employees who may be affected by the change.

## **2.2 Dispute Resolution Clause**

2.2.1 If a dispute relates to:

- (a) a matter arising under the agreement; or
- (b) the National Employment Standards

this term sets out procedures to settle the dispute.

2.2.2 The parties shall be entitled to appoint another person or organisation to represent them at any stage of this procedure.

2.2.3 Where an Employee is a union member, the Employee's union will be deemed to be the Employee's nominated representative unless otherwise specified by the Employee.

2.2.4 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 Hills College.

2.2.5 The dispute should first be raised in writing by completing the Hills College Complaint/Dispute notification form on the Hills College Intranet. Once lodged the dispute will commence the dispute resolution process.

- 2.2.6 Hills College will acknowledge receipt of the dispute and meet with the party within a reasonable time to discuss the dispute.
- 2.2.7 If, discussions at the workplace level have not resolved the dispute in a reasonable time for all parties, a party to the dispute may refer the matter to the Fair Work Commission. Where possible, the parties will not lodge an application for a dispute with the Fair Work Commission during non-term weeks. Where the matter is an emergency, the parties agree that a lodgement during non-term weeks is necessary.
- 2.2.8 The Fair Work Commission may deal with the dispute in 2 stages:
- (a) the Fair Work Commission will first attempt to resolve the dispute as it considers appropriate, including by mediation, conciliation, expressing an opinion or making a recommendation; and
  - (b) if the Fair Work Commission is unable to resolve the dispute at the first stage, the Fair Work Commission may then:
    - (i) arbitrate the dispute; and
    - (ii) make a determination that is binding on the parties.
- Note: If Fair Work Commission arbitrates the dispute, it may also use the powers that are available to it under the Act.
- A decision that Fair Work Commission makes when arbitrating a dispute is a decision for the purpose of Div 3 of Part 5.1 of the Act. Therefore, an appeal may be made against the decision.
- 2.2.9 Following any mediation or conciliation, or where the Fair Work Commission has expressed an opinion or made a recommendation as outlined at 2.2.8 (a), the parties shall give due consideration to the matters raised with a view to promptly settling the dispute. Neither party shall unreasonably withhold their agreement to adopt the Fair Work Commission's opinion or recommendation.
- 2.2.10 Where the dispute is about a Teacher's satisfactory teaching service, support for new teachers or duties of a Teacher, the parties can agree that the dispute be referred to an independent person with expertise in assessing the requirements of the Australian Professional Standards for Teachers (APST) for determination.
- 2.2.11 While the parties are trying to resolve the dispute using the procedures in this term:
- (a) an Employee must continue to perform his or her work as he or she would normally unless he or she has a reasonable concern about an imminent risk to his or her health or safety; and
  - (b) an Employee must comply with a direction given by Hills College to perform other available work at the same workplace, or at another workplace, unless:
    - (i) the work is not safe; or
    - (ii) applicable occupational health and safety legislation would not permit the work to be performed; or
    - (iii) the work is not appropriate for the Employee to perform; or
    - (iv) there are other reasonable grounds for the Employee to refuse to comply with the direction.
- 2.2.12 The parties to the dispute agree to be bound by a decision made by Fair Work Commission in accordance with this term.

2.2.13 Except in the case of a termination, the status quo existing before the emergence of the dispute is to continue whilst the procedure in this clause is being followed.

### **2.3 Flexibility Clause (Individual Flexibility Agreements)**

2.3.1 Hills College and an 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 1 or more of the following matters:
  - (i) arrangements about when work is performed;
  - (ii) overtime rates;
  - (iii) penalty rates;
  - (iv) allowances;
  - (v) leave loading; and
- (b) the arrangement meets the genuine needs of Hills College and the Employee in relation to 1 or more of the matters mentioned in paragraph (a); and
- (c) the arrangement is genuinely agreed to by Hills College and Employee.

2.3.2 Hills College must ensure that the terms of the individual flexibility arrangement:

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

2.3.3 Hills College must ensure that the individual flexibility arrangement:

- (a) is in writing; and
- (b) includes the name of Hills College and Employee; and
- (c) is signed by Hills College and the Employee and if the Employee is under 18 years of age, signed by a parent or guardian of the Employee; and
- (d) includes details of:
  - (i) the terms of the enterprise agreement that will be varied by the arrangement; and
  - (ii) how the arrangement will vary the effect of the terms; and
  - (iii) how the Employee will be better off overall in relation to the terms and conditions of his or her employment because of the arrangement; and
- (e) states the day on which the arrangement commences.

2.3.4 Hills College must give the Employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.

2.3.5 Hills College or the 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 Hills College and Employee agree in writing — at any time.

## **2.4 College Consultative Committee**

2.4.1 The Parties to this Agreement are committed to co-operation and consultation as part of the culture of the College but accept that according to the authority and responsibility structure of the College, final decision making remains the prerogative of the Principal and the College.

2.4.2 The College has structures in place to facilitate consultation and to advise the Principal of Hills College in decision making. These structures include:

- (a) regular meetings of staff, middle management, and committees;
- (b) an executive committee of senior staff;
- (c) other committees or groups set up from time to time by the Principal for a special purpose (eg ICT Committee);
- (d) various committees or officers appointed according to government regulations (eg Workplace Health and Safety and Emergency Planning).

2.4.3 A College Consultative Committee specifically focused on the implementation and monitoring of this Agreement is an important consultative structure within the College.

2.4.4 The Parties agree to continue to have a College Consultative Committee whose responsibilities are to:

- (a) oversee the implementation of this Agreement by 30 April 2025, including planning for changes in work practices and organization necessary to support the operation of this Agreement;
- (b) provide an environment for greater two-way communication between Employees and Hills College;
- (c) act as one of the consultative mechanisms within the College;
- (d) monitor the success of this Agreement;
- (e) make recommendations to the Single Bargaining Unit about items to be included in the next Enterprise Agreement;
- (f) monitor the effectiveness of NCCD support requirements.

2.4.5 The College Consultative Committee will reflect the staffing structure of the College and should include:

- (a) the Principal and an additional two persons appointed by the College; and
- (b) (2) Union representatives/members elected by the IEU-QNT College Chapter who will normally be the Hills College Workplace Delegates if already appointed under Clause 2.9; and
- (c) Between (2) and (4) Employees elected by the whole Employee body (which may include members of the Union) provided that elected members are available to represent union and non-union members. Election can be from the following Departments:
  - (i) Teacher - Secondary
  - (ii) Teacher – Primary
  - (iii) Hills Language College (Teachers)

- (iv) General Staff Employee:
  - a. Admin/Finance/Operations
  - b. Classroom and Learning Support
  - c. Coaches and tutors/instructors
  - d. Bus Drivers and Cleaners
  - e. Specialist Support

2.4.6 Representatives/Union members elected by the Union must be confirmed to the College in writing.

2.4.7 Where appropriate, other relevant Employees or external advisers may be sought or engaged for input on specific issues.

## **2.5 Single Bargaining Unit**

2.5.1 For the purposes of Enterprise Bargaining at Hills College, the Single Bargaining Unit (SBU) is intended to comprise:

- (a) representative/s from the Union; and
- (b) up to (3) union members representing different Hills College departments (i.e. from secondary, primary, language college, learning support, administration, operations or coaches/tutors, bus drivers and cleaners) which will normally include any Workplace Delegate notified in accordance with Clause 2.9; and
- (c) Employee representatives where nominations are received in writing; and
- (d) up to (3) representatives for Hills College.

2.5.2 The minutes of negotiations shall document the representatives and who they are representing.

## **2.6 Flexible Working Arrangements**

*What is an application for Flexible Working Arrangements?*

*An application for Flexible Working Arrangements is open to eligible Employees to request a modification to their working arrangements, for example their start and finish times of work or number of hours. The new working arrangement must assist the Employee to manage their personal circumstances arising from the reason for the request.*

2.6.1 Section 65 of the Act defines the requirements for Flexible Working Arrangements, and the parties will comply with that section.

2.6.2 An Employee wishing to access a flexible working arrangement must make application to the Principal with at least six (6) weeks' notice.

2.6.3 Hills College will provide the Employee with a written outline of the process to assist the application.

## **2.7 Consultation for Redundancy**

2.7.1 Consultation in cases of redundancy: Consultation before termination

- (a) Where Hills College decides it no longer wishes a particular role that an Employee is doing to be done by anyone, and this is not due to the ordinary and customary turnover of labour, and that decision may lead to a termination of employment, Hills College shall consult the Employee or Employees performing that role and where relevant, their representative.
- (b) Consultation for redundancy must follow the requirements of Clause 2.1.

- (c) For the purpose of the consultation Hills College shall, as soon as practicable, provide the following additional information in writing to the Employees affected, and where relevant, their Union or Representative:
  - (i) the reason for the proposed termination/s; and
  - (ii) the number and categories of Employees likely to be affected; and
  - (iii) the number of Employees normally employed; and
  - (iv) the period over which the terminations are likely to be carried out.
- (d) Provided that Hills College shall not be required to disclose confidential information, the disclosure of which would be adverse to Hills College's interests.

## **2.8 Right to Disconnect**

2.8.1 Employees have the right to disconnect outside of work hours.

2.8.2 Employees have the right to refuse contact outside their working hours unless that refusal is unreasonable. This means that Employees can refuse to monitor, read or respond to contact from Hills College or a third party.

2.8.3 In determining an unreasonable refusal the following must be considered:

- (a) the reason for the contact or attempted contact;
- (b) how the contact or attempted contact is made and the level of disruption the contact or attempted contact causes the Employee;
- (c) the extent to which the Employee is compensated:
  - (i) to remain available to perform work during the period in which the contact or attempted contact is made; or
  - (ii) for working additional hours outside their ordinary hours of work
- (d) the nature of the Employee's role and level of responsibility;
- (e) the Employee's personal circumstances, including family or caring responsibilities.

2.8.4 Disputes about whether an Employee's right to disconnect was not respected should first be discussed at the workplace level. This can include invoking the Dispute Resolution procedure at Clause 2.2 if necessary. The Dispute Resolution Procedure makes provision for referring matters to the Fair Work Commission if the matter isn't resolved in accordance with the procedure.

2.8.5 Hills College will comply with amendments to the Act regarding the Right to Disconnect.

2.8.6 For the avoidance of doubt, an employee's refusal to monitor, read or respond to contact, or attempted contact, from Hills College or from a third party if the contact or attempted contact relates to their work, will be unreasonable if the contact or attempted contact is required under a law of the Commonwealth or Queensland.

## **2.9 Workplace Delegates Rights**

2.9.1 Workplace Delegates' rights

This Clause provides for the exercise of the rights of workplace delegates set out in section 350C of the Act.

If this Clause is more favourable than a relevant part of 5.5 or 5.6 of this Enterprise Agreement, this Clause will prevail to the extent of the inconsistency.



- 2.9.2 In clause 2.9:
- (a) Hills College is the employer of the workplace delegate;
  - (b) delegate's organisation means the Employee organisation under the rules of which the workplace delegate was appointed or elected; and
  - (c) eligible Employees mean members and persons eligible to be members of the delegate's organisation who are employed by the employer in the enterprise.
- 2.9.3 Before exercising entitlements under clause 2.9, a workplace delegate must give Hills College written notice of their appointment or election as a workplace delegate. If requested, the workplace delegate must provide Hills College with evidence that would satisfy a reasonable person of their appointment or election.
- 2.9.4 An Employee who ceases to be a workplace delegate must give written notice to Hills College within 14 days.
- 2.9.5 Right of representation
- A workplace delegate may represent the industrial interests of eligible Employees in matters including but not limited to:
- (a) consultation about major workplace change;
  - (b) consultation about changes to rosters or hours of work;
  - (c) resolution of disputes;
  - (d) disciplinary processes;
  - (e) enterprise bargaining where the workplace delegate has been appointed as a bargaining representative under section 176 of the Act, or is assisting the delegate's organisation with enterprise bargaining; and
  - (f) any process or procedure within this Enterprise Agreement or policy of Hills College under which eligible Employees are entitled to be represented and which concerns their industrial interests.
- 2.9.6 Entitlement to reasonable communication:
- (a) A workplace delegate may communicate with eligible Employees for the purpose of representing the industrial interests of the Employees under clause 2.9.5. This includes discussing membership of the delegate's organisation and representation with eligible Employees;
  - (b) A workplace delegate may communicate with eligible Employees during working hours or work breaks, or before the start or after the end of work.
- 2.9.7 Entitlement to reasonable access to the workplace and workplace facilities
- Hills College shall provide a workplace delegate with access to or use of the following workplace facilities:
- (a) a room or area to hold discussions which is fit for purpose, private and accessible by the workplace delegate and eligible Employees;
  - (b) a physical or electronic noticeboard;

- (c) electronic means of communication ordinarily used in the workplace by the employer to communicate with eligible Employees and by eligible Employees to communicate with each other, including access to WI-FI;
- (d) a lockable filing cabinet or other secure document storage area; and
- (e) office facilities and equipment including printers, scanners, photocopiers

#### 2.9.8 Entitlement to reasonable access to training:

Hills College shall provide a workplace delegate with access to up to 5 days of paid time during normal working hours for initial training and 1 day each subsequent year, to attend training related to representation of the industrial interests of eligible Employees, subject to the following conditions:

- (a) In each calendar year, Hills College is not required to provide access to paid time for training to more than one workplace delegate per 50 eligible Employees;
- (b) The number of eligible Employees will be determined on the day a delegate requests paid time to attend training, as the number of eligible Employees who are:
  - (i) Full-time or part-time Employees; or
  - (ii) Regular casual Employees
- (c) Hills College is not required to pay for the training course or required materials.
- (d) Payment for a day of paid time during normal working hours is payment of the amount the workplace delegate would have been paid for the hours the workplace delegate would have been rostered or required to work on that day if the delegate had not been absent from work to attend the training;
- (e) The workplace delegate must give Hill College no less than 5 weeks' notice (unless the delegate and Hills College agree to a shorter period of notice) of the dates, subject matter, the daily start and finish times of the training and the name of the training provider.
- (f) The workplace delegate must, on request by Hills College, provide an outline of the training content;
- (g) Hills College shall advise the workplace delegate not less than 2 weeks from the day on which the training is scheduled to commence, whether the workplace delegate's access to paid time during normal working hours to attend the training has been approved. Such approval must not be unreasonably withheld;
- (h) The workplace delegate within 7 days after the day on which the training ends, provide Hills College with evidence that would satisfy a reasonable person of their attendance at the training.

#### 2.9.9 Exercise of entitlements under clause 2.9:

- (a) A workplace delegate's entitlements under clause 2.9 are subject to the conditions that the workplace delegate must:
  - (i) comply with their duties and obligations as an Employee;
  - (ii) comply with the reasonable policies and procedures of Hills College, including reasonable codes of conduct and requirements in relation to occupational health and safety and acceptable use of ICT resources;

- (iii) not hinder, obstruct or prevent the normal performance of work; and
- (iv) not hinder, obstruct or prevent Employees exercising their rights to freedom of association.

(b) Clause 2.9 does not require Hills College to provide a workplace delegate with access to electronic means of communication in a way that provides individual contact details for eligible Employees.

(c) Clause 2.9 does not require an eligible Employee to be represented by a workplace delegate without the Employee's agreement.

2.9.10 Under section 350A of the Act, Hills College must not:

(a) unreasonably fail or refuse to deal with a workplace delegate; or

(b) knowingly or recklessly make a false or misleading representation to a workplace delegate; or

(c) unreasonably hinder, obstruct or prevent the exercise of the rights of a workplace delegate under the Act or clause 2.9.

2.9.11 Under section 350C (4) of the Act, Hills College is taken to have afforded a workplace delegate the rights mentioned in section 350C (3) if Hills College has complied with clause 2.9.

## **PART 3 - GENERAL TERMS AND CONDITIONS**

### **3.1 Contract of Employment**

3.1.1 A new Employee will be provided with a contract of employment which includes the following:

(a) Employment Status (for example full-time, part-time, fixed term or casual);

(b) Role title, classification and pay;

(c) The days of the week and start and finish times (other than for Teachers)

(d) The arrangements for any period(s) of Designated non-working weeks absence as defined in this Enterprise Agreement if applicable (other than for Teachers);

(e) The number of ordinary hours per week and any averaging arrangement (other than for Teachers); and

(f) For part-time Employees:

(i) the number of hours per week and weeks per year (other than for Teachers);

(ii) if engaged as a Teacher, the teaching load as a percentage of FTE

(g) For Fixed Term Employees:

(i) The reason for the fixed term appointment;

(ii) The period of employment

3.1.2 Status of Employment is contained in Parts 6 to 14 of this Agreement.

3.1.3 Hours of work are contained in Parts 6 to 14 of this Agreement.

3.1.4 Classifications are contained in Clause 3.16 and in Parts 6, 6A, 7 and Schedule 2 of this Agreement.

### **3.2 Length of the Academic Year**

3.2.1 The length of the academic year will be no longer than 40 weeks. This will be subject to any Government decision to amend the College year.

### **3.3 Salary sacrifice**

3.3.1 Salary sacrifice is available under this Agreement to full-time and part-time Employees other than Employees while engaged on fixed term contracts.

3.3.2 Any salary sacrifice documentation required by Hills College to be agreed by the Employee will include a written agreement for the deduction from wages; and shall be signed and dated by both parties, with both parties retaining a copy.

### **3.4 Superannuation**

3.4.1 Hills College shall maintain a default superannuation fund in accordance with Australian Superannuation Guarantee legislation.

3.4.2 The rights and obligations under Clause 3.4 supplement those in superannuation legislation.

3.4.3 In addition to the rates of pay and remuneration prescribed in this Agreement, Employees are entitled to superannuation benefits in accordance with Australian superannuation guarantee legislation.

3.4.4 Hills College shall pay superannuation contributions provided for in 3.4.3 to a complying superannuation fund in accordance with Australian superannuation guarantee legislation.

3.4.5 Where an Employee wishes to make voluntary contributions to superannuation, the Employee may authorise Hills College (in writing which includes by email or by the completion of a form provided by Hills College) to deduct the specified amount from the Employee's wages.

3.4.6 Voluntary Employee contributions in accordance with Clause 3.4.5 shall be paid to the nominated superannuation fund/s at the same time as Hills College's contributions made under Clauses 3.4.4.

3.4.7 Superannuation is payable on all forms of paid leave under the National Employment Standards and this Agreement, whether the leave is taken at full pay or pro rata pay.

### **3.5 Enhanced Superannuation**

3.5.1 From the first full pay period in January 2025, Hills College shall enhance the Superannuation Guarantee Charge amount payable on ordinary time earnings by paying 12.75% to the Employee's complying superannuation fund, instead of the rate prescribed by the Superannuation Guarantee legislation. Specifically:

- (a) July 2024 to June 2025 – 11.5%
- (b) July 2025 onwards – 12%

### **3.6 Salary Sacrifice into Superannuation**

3.6.1 An Employee may elect to salary sacrifice an amount to superannuation. Where the Employee so elects, the following provisions shall apply, subject to compliance with Australian superannuation laws:

- (a) salary sacrifice contributions are calculated on the Employee's ordinary time earnings before the salary sacrifice is deducted;

- (b) where salary sacrifice deductions are made the Employee will receive their pay under this Agreement less the salary sacrifice deduction;
- (c) calculation of salary for all purposes including leave accruals and other payments due on termination of employment shall be calculated on a rate of pay that includes the salary sacrifice contribution/s.

### **3.7 College fees discount for Employees**

3.7.1 Employees engaged on a permanent basis are entitled to a discount on College tuition fees. The applicable discounts are as follows:

- (a) One discount applies to one student. Therefore, if the student has more than one parent, guardian or carer employed as an Employee at the College, only one discount will apply. Hills College agrees to use the circumstances of the Employee employed on or closest to full-time employment.
- (b) Subject to clauses (d) and (f), full-time Employees are entitled to a College fees discount of 50% for each child enrolled as a student.
- (c) Employees employed on a part-time basis shall receive pro rata full-time equivalent College fee discount. For example, a part-time Employee working 3 days per week would receive 60% of the 50% discount.
- (d) Where an Employee who receives the College Fees discount for a student child/ren commences approved leave without pay, for the duration of the leave without pay, the applicable discount will be at the discretion of the Principal. Leave without pay under this clause does not include unpaid leave types prescribed by the National Employment Standards. To avoid doubt, 'Designated non-working weeks absence' will not affect entitlement to College fees discount for an Employee.
- (e) Under this clause, a change to the College fees discount will create a reciprocal adjustment of the term College fee discount applied to the student.
- (f) Employees who receive College fees discount that is greater or more beneficial in respect of a child or children attending the College as at the commencement of this Agreement, will retain that benefit.
- (g) Where an Employee's employment is terminated, either by the College or the Employee resigns, the College fees discount shall only apply up to the last day of the Employee's employment (termination date). The cessation of College fees discount may create a reduction of the term College fee discount that has been applied to the student.

### **3.8 Payment of wages and wage increases**

3.8.1 Earnings (wages and salaries) shall be paid fortnightly in arrears by electronic funds transfer (EFT) into an account/s nominated by the Employee. Payment by means other than EFT shall be at the discretion of the College.

3.8.2 Wages and Salaries shall be increased in accordance with the following:

- (a) From the first full pay period following 1 January 2025, wage and salary amounts paid in accordance with Column 2 of Schedule 3 are inclusive of a 1% increase on July 2024 wages and salaries.
- (b) From the first full pay period in each successive 1 July, Employees paid in accordance with Schedule 3 are entitled to the minimum percentage increase as applied by the State of Queensland Department of Education (Ed

Queensland). For example, if Ed Queensland applies a 3.5 percent increase from July 2025, Hills College shall apply the 3.5 percent increase (or a higher amount at the Principal's discretion) from 1 July 2025.

**3.9 Averaging of ordinary hours for non-teaching Employees and annualisation of pay**

3.9.1 Employees other than teachers who are absent during non-term weeks (see definition for Designated non-working weeks absence may apply to Hills College to average their ordinary hours across 52.18 weeks for the purposes of annualising their pay.

3.9.2 The Employee's employment file must contain written record that the Employee is employed to work during the academic year and is not required to work during Non-term weeks or parts of Non-term weeks.

3.9.3 The following formula shall be used to determine an average number of ordinary hours to be paid for 52.18 weeks per calendar year (wage annualisation):

Ordinary Hours per week x (Working weeks + 4 weeks annual leave); divided by 52.18.

*Example:*

Gemma is a Teacher Aide Student Support team member and works 35 hours per week during the academic year (40 weeks). Gemma is not required to work during Non-term weeks. Gemma is paid hourly and applies for her ordinary hours to be averaged.

Formula applied would be:

$$\frac{35 \text{ hours} \times (40 \text{ working weeks} + 4 \text{ weeks annual leave})}{52.18 \text{ total weeks per annum}}$$

The average ordinary hours that Gemma will be paid for 52.18 weeks is 29.513 hours per week. The part of the Non-term weeks that is annual leave will attract annual leave loading calculated at 17.5% of their ordinary rate of pay

3.9.4 For Employees who are not new Employees, an annualisation request by an Employee must be made following the invitation issued by Hills College for Employees to nominate their preference to annualise their pay or not for the forthcoming year. For new Employees, such Employees will be notified of their entitlement to annualise their pay at the time of engagement.

3.9.5 During the course of a calendar year, applications to change or terminate an annualisation of wages require the pre-approval of the Principal.

3.9.6 General Staff Employees may apply to the Principal for Leave Without Pay and may make application to annualise such periods of leave over the full year in accordance with the applicable Hills College policy.

**3.10 Juniors and Trainees**

3.10.1 Junior rates of pay are determined by applying the following percentages to the applicable classification hourly rate.

Percentage of appropriate classification rate:

Age	Percent (%)
Under 17 years of age	50
17 years of age	60
18 years of age	70
19 years of age	80

20years of age	90
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- 3.10.2 A Trainee completing an Australian Qualification Framework qualification such as Certificate I, II, III or IV shall be paid the rates as prescribed in Schedule 1 to this Agreement.
- 3.10.3 Schedule 1 of this Agreement prescribes applicable entitlements of Trainees. Where there is an inconsistency between Schedule 1 and the applicable Part of this Agreement, the applicable Part of This Agreement shall prevail where more favourable.
- 3.10.4 The wage rates for Trainees set out in Schedule 1 of this Enterprise Agreement are greater than Modern Award applicable rates as at 1 July 2024. Subsequent increases shall be in line with Clause 3.8 (b) of this Agreement.

### **3.11 Allowances, Penalty Rates and Loadings**

- 3.11.1 A first aid allowance is defined in Schedule 4 and is payable to Employees who are requested in writing by Hills College, and who give their consent in writing, to being a designated First Aid Officer to perform first aid duty and who hold a first-aid qualification (or equivalent).
- 3.11.2 The College will reimburse the course fees associated with obtaining and maintaining the First Aid Certificate for the Employees who are designated as First Aid Officers.
- 3.11.3 Designated First Aid Officers will complete First Aid Training during work time. The First Aid Officer Allowance is not required to be paid to an Employee employed exclusively as a First Aid Officer or where the classification described in this Agreement specifically includes the work of a First Aid Officer.
- 3.11.4 The First Aid qualification obtained or maintained by the Employee must include proficiency in Cardiopulmonary Resuscitation (CPR), for the College to pay reimbursement of course fees incurred.
- 3.11.5 **Penalty rates and loadings** are contained in the following Clauses:
- (a) Clause 4.1 – Public Holidays;
  - (b) Part 6 – Relief Teacher rates include casual loading;
  - (c) Part 6A – Relief Teacher rate includes casual loading;
  - (d) Part 7 – General Staff Employees:
    - (i) Broken Shift Penalty Rate (Part 12);
    - (ii) Casual Loading;
    - (iii) Overtime loadings;
    - (iv) Saturday work penalties (Parts 10, 11, 12).
    - (v) Sunday work penalties (Parts 10 and 11)
    - (vi) Public Holiday Penalties (Part 7)
  - (e) Clause 4.6 – Annual Leave Loading

### **3.12 Job Share**

#### *What is Job Sharing?*

*Job sharing is a staffing practice that involves two or more Employees working in the same position on a part-time or reduced-time schedule and sharing the responsibilities that a full-time Employee would usually fulfill on their own. While the expectations of the role by Hills College remain the same, job sharing makes it possible for the College and their*

*Employees to divide the work and schedule requirements of a full-time position between two or more Employees. Each might have assigned tasks to fulfill the needs of a role or work different days of the week.*

- 3.12.1 Access to Job Share is entirely at the discretion of the Principal.
- 3.12.2 Any job share arrangements entered into will be set out in a job share agreement and agreed by all parties prior to the commencement of the job share arrangement. The job share agreement will be provided to all parties to the agreement and will include no less than the following:
- (a) notice periods to initiate any consideration of changes to arrangements;
  - (b) joint planning arrangements;
  - (c) attendance at whole College professional development and in-service, including pupil free days;
  - (d) agreed objectives, duties and responsibilities;
  - (e) details of the review process to ensure that the job share is an effective arrangement.

### **3.13 Fixed Term Contracts**

- 3.13.1 Fixed Term Employee means an Employee who is employed to work full-time or part-time for a specified period which is usually not more than a full College year or not less than four (4) academic year weeks.
- 3.13.2 Hills College will only offer employment under fixed term contracts in circumstances where there is a specific identifiable short-term need. Examples of short-term needs are:
- (a) special projects that operate until a specified date of conclusion;
  - (b) short term funding where the position is reliant on such designated funding;
  - (c) filling the position of a specified Employee who is on nominated leave from the College;
  - (d) filling the position, for the balance of a calendar year, of an Employee arising from a resignation, where such position is declared vacant, and a suitable permanent Employee does not apply;
  - (e) accommodating, organisational changes, temporary enrolment fluctuations in a College resulting from a specific short-term factor;
  - (f) providing release time for Senior Leadership of the College where the relevant arrangements vary for a specific short-term arrangement;
  - (g) employing a person to address College curriculum and resourcing matters
  - (h) where a new Employee requests short term employment and cites this during the recruitment process.
- 3.13.3 Fixed term offers of employment will be discussed during the recruitment process and the terms of such, including the reason for the fixed term appointment, shall be documented in a Letter of Offer or subsequent Employment Contract.
- 3.13.4 Only one extension to an existing Fixed Term Contract may be offered provided that the total period does not exceed 24 months.



- 3.13.5 An Employee will not be required to commit to successive Fixed Term Contracts.
- 3.13.6 Casual Employees are not considered to be on fixed term contracts and therefore this clause does not apply to Employees employed on a casual basis.
- 3.13.7 An Employee on a fixed term contract can apply to discuss the operation of the Fixed Term Contract and a transfer to permanent status under the Dispute Resolution Procedure in this Agreement.
- 3.13.8 A fixed-term contract of employment will not be used as a probationary period.
- 3.13.9 Notwithstanding the above, fixed-term Employees are entitled to apply for any other continuing position advertised in accordance with the normal employment processes identified by the Employer.

**3.14 Termination of Employment**

- 3.14.1 Part 2-2, sections 117 and 123 of the Act, set out the requirements for termination of employment.
- 3.14.2 Subject to Parts 6 to 14 of this Agreement which may set out notice of termination requirements the following notice periods apply to Employees engaged on a permanent full-time or permanent part-time basis:

<b>Employee's period of continuous service with Hills College at the end of the day the notice is given</b>	<b>Period</b>
Not more than 1 year	1 week
More than 1 year but not more than 3 years	2 weeks
More than 3 years but not more than 5 years	3 weeks
More than 5 years	4 weeks

- (a) Other than for Parts 6 and 6A, then increase the period by 1 week if the Employee is over 45 years old and has completed at least 2 years of continuous service with Hills College at the end of the day the notice is given.

- 3.14.3 A reference in this section to continuous service with Hills College does not include periods of employment as a casual Employee of Hills College.
- 3.14.4 Notice of Termination is not required for Employees engaged on a casual basis, Employees engaged on a fixed term contract where the nominal expiry date has been reached, an Employee employed for the duration of a traineeship, an Employee whose employment is terminated due to serious misconduct.
- 3.14.5 Employment may be terminated by Hills College by giving part of the period of notice and part-payment (or withholding as the case may be) in lieu of notice.
- 3.14.6 Upon the termination of an Employee's employment, and following a request from the Employer, Hills College will provide a statement of service setting out:
  - (a) the full name and address of the Employee;
  - (b) a description of position in which the Employee was engaged;
  - (c) the dates on which the Employee commenced and ceased employment in each of the positions;
  - (d) the address of the workplace at which the Employee was so engaged;

- (e) the classification levels in which the Employee has been employed and the duration at each level;
- (f) periods of leave without pay taken during the period of employment with the College (permanent Employees only)
- (g) the number of days duty that the Employee completed during their employment (casual Employees only)

3.14.7 Termination pay shall be made to the Employee within 7 days of the Employee's last day of work.

### 3.15 Redundancy

*What is redundancy?*

*Redundancy is the termination of an Employee's employment at Hills College's initiative because Hills College no longer requires the job to be done by anyone, except where this is due to the ordinary and customary turnover of labour or because of the insolvency or bankruptcy of Hills College. Redundancy pay is payable when a position is made redundant and is payable to Employees engaged on a full-time or part-time basis, however redundancy pay does not apply to Employees engaged on a fixed term basis, Employees employed on a casual basis or Employees whose employment is terminated because of serious misconduct. Redundancy includes where the College was not able to reasonably, in the circumstances, give the Employee another job within the College's business or an associated entity.*

3.15.1 Redundancy pay is contained in Part 2-2, Division 11 of the Act.

Subject to clauses 3.15.2 and 3.15.3, full-time and part-time Employees whose employment is terminated due to redundancy will be entitled to:

- (a) relevant notice period (Termination of Employment – refer to Clause 3.14 and the relevant Part for the Employee's classification);
- (b) accrued leave balances payable at termination of employment including annual leave loading;
- (c) Except for Parts 6 and 6A of this Agreement where replacement severance pay weeks are defined, for the relevant classification, redundancy pay entitlements are as follows:

<b>Period of Continuous Service</b>	<b>Severance Pay (weeks' pay)</b>
Less than 1 year	Nil
1 year but not more than 2 years	4
More than 2 years but not more than 3 years	6
More than 3 years but not more than 4 years	7
More than 4 years but not more than 5 years	8
More than 5 years but not more than 6 years	10
More than 6 years but not more than 7 years	11
More than 7 years but not more than 8 years	13
More than 8 years but not more than 9 years	14
More than 9 years	16

'Weeks' Pay' means the ordinary time rate of pay for the Employee concerned.

- 3.15.2 Severance payments will not be made to Employees who are covered by an exclusion set out in section 121 of the Act, as amended from time to time.
- 3.15.3 The severance payments set out in this Agreement may not be payable or a reduced severance payment may apply if Hills College obtains authority from the Fair Work Commission to reduce such payment in accordance with section 120 of the Act.
- 3.15.4 Consultation in cases of redundancy is contained in Clause 2.1 and 2.7.
- 3.15.5 Transfer to lower paid duties

Where an Employee is transferred to other duties for reasons set out in Clause 2.7.1 (a) the Employee shall be entitled to the same period of notice of transfer the Employee would have been entitled to if the Employee's employment had been terminated and Hills College may, at Hills College's election, make payment in lieu of an amount equal to the difference between the former ordinary time rate of pay and the new lower ordinary time rate of pay for the number of weeks of notice still owing.

- 3.15.6 Time off during notice period:
  - (a) Where a decision has been made to terminate an Employee in the circumstances outlined in Clause 2.7.1 (a), the Employee shall be allowed up to one day's time off without loss of pay during each week of notice for the purpose of seeking other employment;
  - (b) If the Employee has been allowed paid leave for more than one day during the notice period for the purpose of seeking other employment, the Employee shall, at the request of Hills College, be required to produce proof of attendance at an interview or the Employee shall not receive payment for the time absent. For this purpose, a statutory declaration is also an acceptable form of proof.
- 3.15.7 An Employee whose employment is terminated due to redundancy may terminate such employment during the period of notice. If this happens, the Employee is still entitled to the same benefits and payments set out in the applicable Part relevant to the Employee's employment, had such Employee remained with Hills College until the expiry of such notice, but is not entitled to payment in lieu of notice for the portion of the notice period that the Employee was not employed.

### **3.16 Classifications**

- 3.16.1 The Parties are committed to maintaining up to date role descriptions for all positions at Hills College.
- 3.16.2 Classifications and the processes for classification of Employees are contained in Parts 6 (Teachers), Part 6A (Hills Language College Teachers); Part 7 (General Staff) and Schedule 2 (General Staff).

### **3.17 Time in Lieu**

- 3.17.1 Employees other than Teachers (including Inclusive Education teachers) are entitled to this Clause.
- 3.17.2 Time In Lieu applies to additional time worked at the instruction or pre-approval of the Executive Line Manager. Time in Lieu is not available for additional time worked that is not pre-approved.
- 3.17.3 The time taken will be equivalent to the number of overtime hours worked (time for time).

- 3.17.4 Time In Lieu shall be taken within the calendar year in which the hours are worked. Time in Lieu should be taken on student free days, or at other times, after consultation with the Executive Line Manager and upon approval by the Principal.
- 3.17.5 Any overtime that is to be converted to Time in Lieu must be the subject of a separate agreement. That agreement must include the following details:
- (a) Confirmation by the Employee's Executive Line Manager that the overtime was pre- approved;
  - (b) the number of overtime hours to which it applies and when those hours were worked
  - (c) that Hills College and Employee agree that the Employee may take Time in Lieu of being paid for the overtime;
  - (d) an acknowledgement that approved Time in Lieu can be converted back to overtime payment at the applicable rate/s;
  - (e) that any payment mentioned in subparagraph (d) must be made in the next pay period following the request.
- 3.17.6 The process for requesting approved time in lieu not taken to be converted back to overtime payment requires an application to the Principal for approval including the reason for the request at the overtime rate applicable to the overtime when worked. The overtime payment will be paid in the full pay period following the date of the request. The Principal will not unreasonably refuse the request.
- 3.18 Reasonable Additional Hours**
- 3.18.1 Teachers engaged by Hills College will work reasonable additional hours as directed by the Teacher in the proper fulfillment of their role.
- 3.18.2 Hills College may request Employees engaged under Parts 7 (all General Staff Employees) to work reasonable additional hours (overtime).
- 3.18.3 To determine whether additional hours are reasonable or unreasonable, the following considerations will apply:
- (a) any risk to Employee health and safety from working the additional hours;
  - (b) the Employee's personal circumstances, including family responsibilities;
  - (c) the needs of the workplace or enterprise in which the Employee is employed;
  - (d) whether the Employee is entitled to receive overtime payments, penalty rates or other compensation for, or a level of remuneration that reflects an expectation of, working additional hours;
  - (e) any notice given by Hills College of any request or requirement to work the additional hours;
  - (f) any notice given by the Employee of his or her intention to refuse to work the additional hours;
  - (g) the usual patterns of work in the industry, or the part of an industry, in which the Employee works;
  - (h) the nature of the Employee's role, and the Employee's level of responsibility;

- (i) whether the additional hours are in accordance with averaging terms included in this Enterprise Agreement that applies to the Employee, or with an averaging arrangement agreed to by Hills College and Employee under either an Individual Flexibility Agreement or a Flexible Working Arrangement;
- (j) any other relevant matter.

3.18.4 Overtime performed without prior approval of the relevant Executive Line Manager will not be approved for payment or Time in Lieu.

3.18.5 Overtime loadings for General Staff Employees are defined in Part 7.

### **3.19 Designated non-working weeks absence**

3.19.1 Designated non-working weeks absence is a term of this Agreement under section 524 (2) of the Act.

3.19.2 Designated non-working weeks absence is defined in section 1.7 of this Agreement.

3.19.3 General Staff who are not required because of the absence of duties during non-term weeks are made aware of the application of Designated non-working weeks absence at commencement of employment.

3.19.4 Hills College does not intend to apply stand down in any other case.

## **PART 4 - LEAVE AND PUBLIC HOLIDAY ENTITLEMENTS**

### **4.1 Public Holidays**

4.1.1 An Employee employed on a permanent basis, including by fixed term contract, ordinarily rostered to work on a day of the week on which a public holiday or its gazetted substitute day falls shall be entitled to the public holiday or any gazetted day or part day appointed under the Holiday Act 1983 to be kept in place of such holiday.

The Public Holidays are:

- (a) New Year's Day
- (b) Australia Day
- (c) Good Friday
- (d) Easter Saturday
- (e) Easter Sunday
- (f) Easter Monday
- (g) Anzac Day
- (h) Labour Day
- (i) Logan City Ekka Public Holiday
- (j) King's Birthday
- (k) Christmas Day
- (l) Boxing Day

4.1.2 Parts 6, 6A and 7 provide supplementary information about Public Holidays.

4.1.3 In determining whether a request for an Employee to work on a Public Holiday, or any refusal by an Employee to perform such work, is reasonable, the following considerations shall apply:

- (a) the nature of Hills College's workplace or enterprise (including its operational requirements), and the nature of the work performed by the Employee;
- (b) the Employee's personal circumstances, including family responsibilities;

- (c) whether the Employee could reasonably expect that the employer might request work on the public holiday;
- (d) whether the Employee is entitled to receive overtime payments, penalty rates or other compensation for, or a level of remuneration that reflects an expectation of, work on the public holiday;
- (e) the type of employment of the Employee (for example, whether full-time, part-time, casual or shiftwork);
- (f) the amount of notice in advance of the public holiday given by Hills College when making the request;
- (g) in relation to the refusal of a request—the amount of notice in advance of the public holiday given by the Employee when refusing the request;
- (h) (h) any other relevant matter.

4.1.4 During Designated non-working weeks absence, an Employee absent will be entitled to be paid the public holiday if the Employee would have ordinarily worked on the day on which the public holiday or its gazetted substitute day occurs.

## 4.2 Personal/Carers Leave

*What is Personal/Carer's Leave?*

- (a) *The Employee is not fit for work because of a personal illness, or personal injury, affecting the Employee; or*
- (b) *to provide care or support to a member of the Employee's immediate family, or a member of the Employee's household, who requires care or support because of:*
  - (i) *a personal illness, or personal injury, affecting the member; or*
  - (ii) *an emergency affecting the member.*

*Note 1: The notice and evidence requirements must be complied with.*

*Note 2: If an Employee has an entitlement to paid personal/carer's leave, the Employee may take that leave instead of taking unpaid Special Parental Leave under Part 2-2, Division 5, section 80 of the Act.*

4.2.1 Permanent Employees and casual Employees are entitled to personal/carers leave in accordance with Part 2-2 of the Act.

4.2.2 Permanent Full-time and Permanent Part-time Employees accrue personal/carer's leave on ordinary hours worked and while absent from work in accordance with sections 96 and 22 of the Act.

4.2.3 A full-time Employee accrues 10 days of personal/carer's leave per annum (cumulative). Part-time Employees accrue personal/carer's leave on a pro rata basis (cumulative). Casual Employees do not accrue personal/carer's leave. Cumulative means the unused balance of accrued personal/carer's leave rolls over to the following year to create an 'opening balance' of available personal/carer's leave.

4.2.4 Personal/carers leave may be taken for part of a day.

- 4.2.5 The Parties agree that all permanent Employees have advance access to five (5) days of personal/carers leave at the commencement of employment.
- 4.2.6 Payment for personal/carers leave is calculated on the ordinary hours that would have been worked by the Employee if the Employee were not absent on personal/carers leave and at the Employee's base rate of pay.
- 4.2.7 Where the Employee's employment terminates and the Employee has a negative personal/carers leave balance due to the personal/carers leave taken but not accrued, Hills College shall seek reimbursement.
- 4.2.8 Notice and Evidence
- (a) The payment of personal/carer's leave is subject to the Employee providing notice as soon as practicable (which may be at a time after the leave has started) advising Hills College of the Employee's absence from work and the expected duration in accordance with policy of the College for giving notice;
- (b) A medical certificate or other reasonable evidence acceptable to Hills College is required for personal or carer's leave relevant to illness or injury absence for longer than 2 consecutive days. Such evidence must provide the nature of the absence and approximate duration of the illness or injury. Where the leave is relevant to carer's leave and the cause is an emergency, reasonable evidence is applicable.
- 4.2.9 Preservation of accumulated personal/carer's leave:
- An Employee's accrued personal/carer's leave balance is preserved when:
- (a) The Employee is absent from work on unpaid leave approved by Hills College;
- (b) Hills College or Employee terminates the Employee's employment, and the Employee is re-employed within 3 months; or
- (c) The Employee terminates their employment because of illness or injury and the Employee is re-employed by Hills College without having been employed in the interim.
- 4.2.10 Carer's leave
- (a) Employees engaged as either permanent full-time or permanent part-time are entitled to paid carer's leave as part of their paid personal/carers leave entitlement;
- (b) Employees engaged on a casual basis, and permanent full-time or permanent part-time Employees who have exhausted their entitlement to paid personal/carers leave, may access up to 2 days of unpaid carer's leave per permissible occasion. An Employee cannot take unpaid carer's leave if the Employee could instead have taken paid personal/carers leave;
- (c) Unpaid carer's leave (per permissible occasion) can be taken as:
- (i) a single continuous period of up to 2 days; or
- (ii) any separate periods to which Hills College and Employee agree
- (d) Notice and evidence is required in accordance with clause 4.2.8.
- 4.2.11 Supporting Another Person Experiencing Family and Domestic Violence

An Employee who supports a member of their immediate family or household who is experiencing family and domestic violence may use their existing carer's leave (paid or unpaid) to accompany the person on activities related to that personal crisis, or to care for the children of the person to enable them to undertake activities of the type referred to Clause 4.4.1.

### **4.3 Long Service Leave**

*What is Long Service Leave?*

*Long Service Leave is paid leave for all Employees who have worked continuously with the College for 7 years.*

- 4.3.1 Queensland Long Service Leave entitlements are governed by Division 9 of the Industrial Relations Act 2016, as amended from time to time, or replacement legislation (applicable Long Service Leave legislation).
- 4.3.2 This Enterprise Agreement supplements the entitlement, eligibility and application of Long Service Leave.
- 4.3.3 Applicable Long Service Leave legislation shall be relied upon for the definition of continuous service and the calculation method for when an Employee becomes eligible for Long Service Leave for example periods of absence on Work Cover may count as continuous service to determine a long service leave entitlement whilst unpaid Parental Leave does not count as continuous service.
- 4.3.4 The notice and approval requirements set out at Clause 4.3.9 must be complied with for all applications of Long Service Leave.
- 4.3.5 An Employee with less than 5 years of continuous service may apply to access up to 1 week (5 days) of advanced Long Service Leave, taken in 1-day increments, for emergency situations when no other leave type, except Leave Without Pay, is available. Approval is at the Principal's discretion. If the Employee's employment ends before completing 5 years, they must repay the advanced leave in full. For terminations between 5 and 7 years of service, refer to Clause 4.3.6.
- 4.3.6 Employees with 5 to 7 years of continuous service may apply to access advanced Long Service Leave at a rate of 1.3 weeks per year of service. If terminated for serious misconduct during this period, the Employee must repay the advanced leave. For any other reason (including resignation, death, retrenchment, or permanent incapacity) after 5 years of service, any Long Service Leave owed will be paid out.
- 4.3.7 An Employee who completes at least 7 years of continuous service may apply to access their entitlement to Long Service Leave at the rate of 1.3 weeks per completed year of service from the date of engagement. Irrespective of the reason for termination, including serious misconduct, resignation, death, retrenchment, or total and permanent incapacity a Long Service Leave entitlement owing at termination of employment shall be paid out to the Employee.
- 4.3.8 After 7 years of continuous service, Employees can continue to apply for Long Service Leave as per the available leave balance as at the date of application. All Long Service Leave under this Agreement accrues at the rate of 1.3 weeks per year of service.
- 4.3.9 The notice and approval shall be applied as follows:
- (a) A request for Long Service Leave shall be made in writing to the Principal;
  - (b) The request shall state the period of leave requested including the dates for the leave;



- (c) The Principal and the Employee may negotiate the dates to reach an agreed period for the Leave;
- (d) If the leave requested is for one (1) week or less and is in accordance with Clause 4.3.5, the leave request must state the reason for the leave;
- (e) An advance of Long Service Leave in accordance with Clauses 4.3.5 and 4.3.6 requires the Employee to accept and sign an Advanced Long Service Reimbursement Agreement to reimburse Hills College;
- (f) The Principal's approval of any Long Service Leave application is required before the leave is taken;
- (g) The notice periods for applying for Long Service Leave are:
  - (i) 1 school term of Long Service Leave or more requires 6 months' notice
  - (ii) Greater than 1 week and less than 1 school term of Long Service Leave requires 10 weeks' notice; unless the Principal agrees to waive or vary this notice requirement.
  - (iii) Up to 1 week of Long Service Leave (taken as one (1) day increments or up to 1 week requires notice reasonable in the circumstances.

#### 4.3.10 Interaction between personal/carer's leave and Long Service Leave

- (a) An Employee may request to have a period of Long Service Leave re-credited and personal/carer's leave used instead for a period of illness or recovery following an injury, whilst the Employee is on Long Service Leave;
- (b) An Employee is entitled to have the period of Long Service leave re-credited where the period of illness is one (1) calendar week (seven (7) consecutive days) or more. The request will also require a medical certificate or other appropriate proof of the reason for the request;
- (c) Notice must be provided to the College as soon as reasonably practicable following the onset of the illness, or the injury, following the usual procedure for notifications of absence due to personal/carer's leave;
- (d) The Employee must provide a medical certificate to the College as soon as reasonably practicable after the medical certificate is obtained which must set out the length of time the Employee would be unfit for duty and a reasonable comment as to the nature of the leave;
- (e) When an Employee has a period of Long Service Leave re-credited, the actual period of absence from work will not normally be extended. However, if the Employee seeks to extend the period of Long Service Leave, an application must be made to the Principal in writing with reasonable notice prior to the expiration of the Long Service Leave. The Principal's decision is at their discretion;
- (f) Reasonable notice for (e) means at least 1 weeks' notice.

#### 4.3.11 Direction to take excessive Long Service Leave accrued

- (a) Hills College may direct an Employee to take Long Service Leave once the Long Service Leave accrual balance reaches 20 weeks;
- (b) The parties must genuinely confer about taking Long Service Leave;

- (c) Hills College will invite the Employee to advise within 28 days whether they wish to take the whole of the leave, or a part of the leave with the balance being paid to the Employee in lieu of taking the leave;
- (d) If after 2 months of discussion (which includes the 28 days at (c)) Hills College has not been informed by the Employee about how the long service leave is to be paid and or taken, Hills College shall decide how the Long Service Leave will be reduced as follows:
  - (i) The amount of Long Service Leave that is directed to be reduced by Hills College shall be no more than 75% of the Long Service Leave balance and no less than 4 weeks;
  - (ii) At least 3 months' notice will be provided for any Long Service Leave directed to be taken;
  - (iii) The commencement date for taking the Long Service Leave and how that long Service Leave will be taken;
  - (iv) The amount of any Long Service Leave that will be paid out in lieu of taking the Long Service Leave, and the value of that Long Service Leave calculated in accordance with applicable Long Service Leave legislation.

#### **4.4 Family and Domestic Violence Leave**

##### *What is Family and Domestic Violence Leave?*

*Family and Domestic violence is violent, threatening, or other abusive behaviour by a close relative of a person, a member of a person's household, or a current or former intimate partner of the person, that:*

- (a) *seeks to coerce or control the person; and*
- (b) *causes the person harm or to be fearful.*

4.4.1 Hills College Employees are entitled to Family and Domestic Violence Leave in accordance with Part 2-2 of the Act.

4.4.2 An Employee who is experiencing family and domestic violence may access up to ten (10) days of paid leave non-cumulative, per 12-month period to implement actions that are impracticable for the Employee to do outside work hours. The types of actions that may be necessary include but are not limited to:

- (a) arranging for the care and/or safety of the Employee or a close relative including relocation;
- (b) accessing police services;
- (c) attending medical and/or counselling appointments;
- (d) accessing legal advice;
- (e) attending legal proceedings;
- (f) organising alternative education arrangements for their children;
- (g) rebuilding support networks;
- (h) other issues related to the family and domestic violence.

4.4.3 Payment for Family and Domestic Violence Leave shall be applied in accordance with section 106BA of the Act.

- 4.4.4 Notice and Evidence required for Family and Domestic Violence Leave is prescribed at clause 107 of the Act. Employees must comply with the notice and evidence requirements.
- 4.4.5 Hills College will treat the notice and evidence of leave taken under this Clause as confidential in accordance with section 106C of the Act.
- 4.4.6 This leave is in addition to other leave types and is non-cumulative. Ten (10) days of paid Family and Domestic Violence Leave shall be available on the anniversary of each Employee's employment. Such leave availability does not show on an Employee's pay slip and the Employee is not required to have exhausted other forms of paid leave prior to accessing Family and Domestic Violence Leave.
- 4.4.7 Employees can also access existing leave entitlements, such as Annual Leave and Long Service Leave, for Family and Domestic Violence actions in accordance with Clause 4.4.1, however, the use of Long Service Leave will require the Employee to apply to the Principal for approval.
- 4.4.8 Family and Domestic Violence Leave may be taken as consecutive, single or parts of a day and shall be shown as ordinary hours worked on the Employee's pay slip and not as a form of leave taken.
- 4.4.9 Procedural requirements to assist confidentiality about family and domestic violence:
- (a) That notice and evidence for a request for Family and Domestic Violence leave will require notification from the Employee that the Employee is experiencing family and domestic violence, and that the Employee needs to do something to deal with the impact of the family and domestic violence;
  - (b) The notice should be provided at the first available opportunity however if the Employee is notifying the Head of Administration, this can be done before the Employee's ordinary hours of work commence;
  - (c) The notice and evidence for a request for family and domestic violence leave is to be shown to a Hills College Manager of the Employee's choice (which can include the Head of Administration) with the strict understanding that the application for the leave will only transfer to the Payroll Officer for the purposes of payroll and to the Head of Administration (if not initially advised) for the purposes of arranging relief personnel. Any private details given to the Manager do not have to be transferred to the Payroll Officer or the Head of Administration, just that the leave requested is Family and Domestic Violence Leave.  
  
The purpose of communicating the leave type is to enable the College to maintain a confidential record of access to Family and Domestic Violence Leave. Managers are not required to obtain any written confirmation or copy of evidence but should be satisfied on the balance of the notice and any reasonable information shown to the Manager to verify the need for the leave;
  - (d) The notice and evidence provided by an Employee to a Manager will be maintained as strictly confidential by that Manager other than transferring the information outlined at (b) to the Payroll Officer and to the Head of Administration;
  - (e) For the purposes of this clause a Hills College Manager means a member of the Hills College Executive, the College Counsellor or the College Human Resources Officer.
- 4.4.10 An Employee who supports a member of their immediate family or household who is experiencing family and domestic violence may use their existing Personal/Carer's Leave

to accompany the person on activities related to that personal crisis, or to care for the children of the person to enable them to undertake activities of the type referred to in clause 4.4.2.

#### **4.5 Parental Leave**

*What is Parental Leave?*

*Eligible Employees can take Parental Leave when a child is born or adopted. The National Employment Standards also prescribe notice periods and rules for how and when the leave can be taken.*

*For example:*

*An Employee is entitled to 12 months of unpaid Parental Leave if:*

- (a) *the leave is associated with:*
  - (i) *the birth of a child of the Employee or the Employee's spouse or de facto partner; or*
  - (ii) *the placement of a child with the Employee for adoption; and*
- (b) *the Employee has or will have a responsibility for the care of the child.*

*Note: The Employee's entitlement under this section may be affected by other provisions of this Clause. For example, the Employee may apply to extend the first period of leave (the 'available' Parental Leave period of 12 months).*

4.5.1 Employees are entitled to unpaid Parental Leave in accordance with Part 2-2 of the Act.

4.5.2 Eligibility to Hills College Paid Parental Leave does not affect an Employee's eligibility for Government paid Parental Leave as applicable from time to time. An eligible Employee will be paid both.

4.5.3 Hills College Paid Parental Leave entitlement means:

- (a) The Employee can request to access Hills College Paid Parental Leave commencing at any time following the birth or adoption of a child; and
- (b) fourteen (14) consecutive weeks on Paid Parental Leave full pay at relevant full-time equivalent (i.e. pro rata for part-time, or casual where eligible); or
- (c) Twenty-eight (28) weeks on Paid Parental Leave at half pay at the relevant full-time equivalent (i.e. pro rata for part-time, or casual where eligible); or
- (d) at the request of the Eligible Employee, an amount equivalent to Fourteen (14) weeks as per 4.5.3 (b) paid over a greater number of weeks, provided that the Paid Parental Leave doesn't extend beyond the available period of Parental Leave of 12 consecutive months (52 weeks);
- (e) if eligible, a casual Employee's pro rata entitlement shall be determined in accordance with an average of the earnings over 52.18 weeks

4.5.4 Employees are entitled to Hills College Paid Parental leave if:

- (a) the Employee is the primary carer of a newborn baby or newly adopted child; and

- (b) the Employee is engaged on a permanent basis or is a casual employee in accordance with section 67 (2) and (3) of the Act, and the Employee has performed their duties (inclusive of periods of annual leave, personal/carers leave, compassionate leave, community service leave, family and domestic violence leave, special emergent family leave) for a period of 12 months immediately before the commencement of the Parental Leave.
- (c) For both permanent and casual employees, an Employee would be entitled to a second and subsequent eligibility to Hills College Paid Parental Leave, where an earlier period of parental leave (inclusive of the paid and the unpaid portion) has concluded and the Employee has returned to work at Hills College for a period of 12 months

#### 4.5.5 Conditions:

- (a) Keeping In Touch Days during Parental Leave must be by agreement and in accordance with the Act only;
- (b) Employee entitlements continue to accrue during the period of Hills College Paid Parental Leave (on a pro rata basis in accordance with Clause 4.5.3 (c) and (d));
- (c) For General Staff Employees, Hills College paid Parental Leave is exclusive of any Designated non-working weeks absence or leave without pay if part-time across less than 52.18 weeks, and inclusive of any public holiday/s that fall during the period of leave.

#### 4.5.6 Paid Non-Primary Carer Parental Leave

A partner (irrespective of the relationship status, including de facto partner) whose partner has given birth to their child, or where the couple have adopted a child, shall have access up to 10 days pro-rata paid partner leave in accordance with the following:

##### Eligibility:

- (a) Receipt of Federal Government Paid Parental Leave in accordance with prescribed sharing arrangements options;
- (b) Employee must have a minimum one (1) year continuous service with the College as at the time of the birth of the child or the adoption of the child

##### Basis of payment:

- (a) Up to 10 days regular earnings less the shared Parental Leave Pay received by the Employee; and
- (b) The Employee is required to provide the College with evidence of the Government Shared Parental Leave Pay paid to the Employee, prior to payment of Paid Non-Primary Carer Parental Leave by Hills College;
- (c) The 10 days must be taken within 4 weeks of the birth or adoption of the child; and
- (d) Any other arrangement for when this leave may be taken requires an application to the Principal and Principal approval prior to the birth or adoption of the child

## 4.6 Annual Leave

### *What is Annual Leave?*

*Annual Leave is the accrual of a type of paid leave that can be used for any purpose by an Employee. A full-time Employee earns 4 weeks annual leave per completed year of service. Part-time Employees accrue 4 weeks annual leave per completed year of service however the hours payable for each week reflect the part-time hours worked. Casual Employees do not accrue paid annual leave.*

- 4.6.1 Annual Leave may be taken in accordance with Part 2-2 Division 6 of the Act.
- 4.6.2 Accrued annual Leave can be taken during a period of statutory unpaid leave such as parental leave or community service leave or it can be taken during a period of approved unpaid leave.
- 4.6.3 Annual Leave Loading of 17.5% is payable when annual leave is taken or when Annual Leave is paid out on termination.
- 4.6.4 Supplementary provisions for annual leave may be contained in Parts 6 to 14 of this Agreement.
- 4.6.5 Annual Leave is required to be taken during non-term weeks unless approved to be taken during the academic year by the Principal.

#### **4.7 Community Service Leave**

##### *What is Community Service Leave?*

*An Employee who engages in an eligible community service activity is entitled to be absent from his or her employment. An eligible community service activity is defined as either jury service (including attendance for jury selection) that is required by or under a law of the Commonwealth, State or Territory; or a voluntary emergency management activity which is an activity that deals with an emergency or natural disaster.*

Note: Further definition is provided at section 109 of the Act.

- 4.7.1 Hills College Employees are entitled to Community Service Leave in accordance with Part 2-2 Division 8 of the Act.

##### Jury Service

- 4.7.2 The Employee must notify Hills College promptly of any requirement to attend jury service and shall provide written evidence of the requirement to perform jury service, the length of the jury service and the amount paid to the Employee by the Court for the jury service performed.
- 4.7.3 Only Jury Service Leave undertaken by Employees engaged on a permanent basis (full-time, part-time and fixed term contracts) is remunerated by Hills College in accordance with the requirements of section 111 of the Act. Such payment is limited to the first 10 days of the absence for each jury service summons and is reduced by the amount received by the Employee for the jury service performed.
- 4.7.4 If the Employee is not required at the jury service on any day or part day and would ordinarily work on the day not required to attend, the Employee will return to work where practical to do so and at the earliest reasonable opportunity.

##### Emergency Management Activity

- 4.7.5 Absence for a Voluntary Emergency Management Activity requires that the Employee is a member of or has a member-like association with a recognised Emergency Management organisation as described in section 109 (3) of the Act.
- 4.7.6 An Employee who is required to leave or not attend the workplace at short notice must notify Hills College in accordance with policies about notification of absence for this purpose. The notice must be given as soon as practicable, which may be a time after the absence has started and must advise the College of the anticipated period of absence.

- 4.7.7 Hills College may request reasonable evidence to support the absence under this Clause.
- 4.7.8 The Employee is entitled to be absent for the length of the time required to attend the emergency plus a reasonable amount of time to recover from the emergency.
- 4.7.9 The Employee is asked to keep the College reasonably informed of progress after the cessation of voluntary duty and while recovering.

#### **4.8 Compassionate Leave**

*What is Compassionate Leave?*

*Compassionate Leave of 2 days per permissible occasion may be taken when:*

- (a) *A member of the Employee's immediate family or a member of the Employee's household contracts or develops a personal illness that poses a serious threat to his or her life; or*
- (b) *sustains a personal injury that poses a serious threat to his or her life; or,*
- (c) *dies; or*
- (d) *a child is stillborn where the child would have been a member of the Employee's immediate family or household if the child had been born alive; or*
- (e) *The Employee, or the Employee's spouse or de facto partner, has a miscarriage.*  
*Note: See section 104 of the Act for further definition*

4.8.1 Compassionate Leave may be taken in accordance with Part 2-2 Division 7 of the Act.

4.8.2 Compassionate leave is paid leave for permanent Employees and unpaid for casual Employees.

4.8.3 Compassionate leave is paid at the Employee's base rate of pay for the ordinary hours of work in the period of leave taken.

4.8.4 Notice and evidence

- (a) The payment of compassionate leave is subject to the Employee advising Hills College of the Employee's absence from work in accordance with section 107 of the Act and the expected duration;
- (b) Reasonable evidence acceptable to Hills College may be required for compassionate leave.

#### **4.9 Special Emergent Family Leave**

*What is Special Emergent Family Leave?*

*Hills College has provision for an additional form of leave that may be accessed by permanent and fixed term Employees where the reason for the leave meets the specified criteria. A written application must be provided to the Principal, which may require further discussion about the application before approval can be given.*

4.9.1 From 1 January 2025, relevant entitlement for an application for Special Emergent Leave is:

- (i) Permanent Full-time – full access;
- (ii) Permanent Part-time – pro rata access;
- (iii) 12 month Fixed Term Contract – full access;

(iv) Less than 12 month Fixed Term Contract – pro rata access

4.9.2 Circumstances that are covered by this leave are generally circumstances that could not have been planned for such as:

- (i) Compassionate leave for family members outside of the definition of “immediate family”;
- (ii) Domestic emergencies such as attending to house damage following a natural disaster;
- (iii) Special Family Events such as marriages, births and other family ceremonies;
- (iv) Partner leave upon the birth or adoption of a child;
- (v) A non-family related ceremony of significance approved by the Principal; Training for other voluntary and non-paid roles such as becoming a member of an emergency management activity.

4.9.3 An Employee may apply for Special Emergent Leave of up to 3 days per calendar year (non-cumulative).

4.9.4 Approval of Special Emergent Leave is at the discretion of the Principal.

4.9.5 Special Emergent Leave is paid at the Employee’s base rate of pay for ordinary hours usually worked during the period of the leave.

#### **4.10 Study Leave or other Extended Leave Without Pay**

*What is Study Leave or other Extended Leave Without Pay?*

*Eligible Employees of Hills College may apply for unpaid leave to enable them to enrol and complete further tertiary studies relevant to employment at Hills College or for example to work in another College nationally or internationally.*

4.10.1 An Employee may make written application to the Principal to access Study Leave or extended leave without pay.

4.10.2 An Employee must have at least 5 years continuous service to be eligible.

4.10.3 The maximum period of unpaid study leave or extended leave without pay is 2 years.

4.10.4 The unpaid leave will not break continuity of employment but will not be counted as service for the purposes of determining eligibility to Parental Leave (including Hills College Paid Parental Leave) and Long Service Leave.

4.10.5 Leave accruals for annual leave and personal/carers leave will not apply during the period of approved unpaid leave.

4.10.6 The application must provide no less than 3 months’ notice prior to commencement of the proposed leave.

4.10.7 An Employee is not prevented from accessing accrued annual leave or long service leave (where eligible). For the periods of such leave accessed, the Employee will be entitled to accruals and service being counted.

#### **4.11 Pandemic Leave**

4.11.1 An Employee is entitled to ten (10) business days of paid pandemic leave per calendar year. This leave is in addition to any other form of leave to which an Employee is entitled.



4.11.2 Pandemic leave may be accessed by employees where personal/carer's leave entitlements under this agreement have been exhausted.

4.11.3 A health pandemic means a critical health issue, as identified by a declaration of a public health emergency made under Section 319 of the Public Health Act 2005 with respect to an actual or potential health pandemic.

4.11.4 Pandemic leave is available to full-time and part-time Employees.

4.11.5 An Employee may take paid leave if any of the following occur:

- (a) The Employee has been diagnosed with an infection during a health pandemic.
- (b) The Employee is unable to undertake work duties because the school has been shut down because of a health pandemic.
- (c) The Employee is subject to self-isolation or quarantine measures in accordance with a Commonwealth or State government policy.
- (d) The Employee is caring for another person who:
  - (i) has been diagnosed with an infection during a health pandemic; or
  - (ii) is subject to self-isolation or quarantine measures in accordance with a Commonwealth or State government policy.
- (e) The Employee has a child that attends a school or childcare centre that is closed due to a health pandemic.

4.11.6 Pandemic leave does not accumulate from year to year.

## **PART 5 - EFFICIENCY AND EFFECTIVENESS INITIATIVES**

### **5.1 Appraisal Process**

5.1.1 The Parties acknowledge that an appraisal system provides for Employees to identify strengths, to set goals and identify training needs.

5.1.2 An appraisal process shall be maintained by the College.

5.1.3 In maintaining and reviewing the College's appraisal structures and processes, consideration should be given to the following:

- (a) it should be linked with the College's goals and objectives;
- (b) it should be built into the operational practice of the College via training of all staff, which aims to build common values and understandings of the structures and processes;
- (c) it is developmental and focuses on improvement and development, not supervision of individuals;
- (d) it should be linked directly to a clearly articulated statement of agreed expectations of the staff member(s); the emphasis is on objective criteria;
- (e) it provides for a variety of information collection processes and sources;
- (f) it needs to be flexible to allow for changes and modifications within the stated framework;

- (g) it makes provision for the allocation of adequate resources to operate the process;
- (h) as a guide the appraisal process should occur at least every two (2) years;
- (i) appropriate consultation with relevant Employees.

## **5.2 Professional Development Training**

5.2.1 The parties to this Agreement recognise that to increase the efficiency and productivity of the enterprise and so the national and international competitiveness of the College, a greater commitment to training and skill development is required. Accordingly, the parties commit themselves to:

- (a) developing a more highly skilled and flexible workforce;
- (b) providing Employees with career opportunities through appropriate training to acquire additional skills; and
- (c) removing barriers to the use of skills acquired.

## **5.3 Attendance at Professional Development**

5.3.1 Hills College Limited recognises the value of Employees gaining and enhancing professional knowledge and skills consistent with Hills College's operations.

5.3.2 As part of a professional development program and consistent with professional development guidelines an Employee shall be entitled to apply for leave to attend courses and seminars relevant to their professional responsibilities.

5.3.3 Hills College Limited also recognises the staff's commitment towards professional development and its preparedness to undertake a mix of professional development activities.

5.3.4 Hills College Limited also recognises the staff's determination to preserve their vacation time to achieve an appropriate work / life balance.

5.3.5 Professional development may comprise activities scheduled for pupil-free days, programs during rostered duty time (with appropriate relief arrangements) and activities voluntarily undertaken outside rostered duty time.

5.3.6 Professional development which is offered throughout the year by employers and employer funded professional development which articulates to the Queensland College of Teachers professional standards will count towards the professional learning requirement for continued registration or re-registration with the Queensland College of Teachers.

5.3.7 Hills College shall maintain a procedure for all Employees that sets out the process for documenting completed Professional Development.

## **5.4 First Aid Certificate**

5.4.1 When a First Aid Certificate is required by Hills College, Hills College will pay any fees associated with obtaining and/or maintaining the First Aid Certificate as well as provide time to undertake such training.

## **5.5 Union Recognition**

5.5.1 Hills College recognises the role of Unions in representing the interests of their members, the right of Employees to join a relevant Union and the rights of Union Officers as contained in Section 6 of the Act.

## **5.6 Recognition of Union Status**

5.6.1 Hills College recognises the Union party to this Agreement as the legitimate industrial representatives of its members according to the union's constitution.

5.6.2 Hills College and the Union are committed to working constructively together to further the interests of education and specifically non-governmental education and the Employees in this industry.

## **5.7 Workplace Health and Safety**

5.7.1 The Parties agree that the aims of efficiency and effectiveness can be advanced by implementing strategies to achieve healthier and safer jobs.

5.7.2 Hills College is committed to Work Health and Safety, and if necessary further guidelines developed, including the provision of training, to reduce the incidence and cost of occupational injury and illness.

## **5.8 Job Security**

5.8.1 The Parties agree that changes to work practices and productivity initiatives must be consistent with the operation of the College.

5.8.2 The Parties further acknowledge that Employees are a critical element in the improvement of Quality Service Delivery.

## **5.9 Students with Identified Learning Needs**

5.9.1 Hills College is committed to inclusive education which enables students with identified learning needs to access and fully participate in learning alongside their peers. Students with identified learning needs are those requiring adjustments to the curriculum beyond what would be regarded as quality differentiated classroom teaching. Established College policy documents provide guidelines for the enrolment and education of students with identified learning needs.

5.9.2 Resources to Inclusive Education team teachers and Hills College Executive, provided by Hills College will include reference to, but not limited to, the following:

- (a) Information about the Nationally Consistent Collection of Data (NCCD) funding model to ensure legislative requirements are being met and to consider the following aims in regard to evidence gathering:
  - (i) existing records, processes and structures to be used where appropriate; and
  - (ii) recorded in a manner that is efficient, avoids duplication and maintains the principles of personalised planning.

5.9.3 Hills College Employees may also be provided training to maintain compliance with Disability Standards for Education. The implementation of required training is at the discretion of the College.

**PART 6 - TEACHERS (OTHER THAN LANGUAGE COLLEGE TEACHERS)**

TOPIC	DESCRIPTION
<p><b>Scope</b></p>	<p>Teacher means a person employed as such by Hills College who performs duties which include delivering an educational program, assessing student participation in an education program, administering an education program and performing other duties incidental to the delivery of the education program. To remove any doubt, teacher includes a teacher in a senior leadership position, but not a principal or deputy principal.</p> <p>A teacher's duties may include, in addition to teaching, activities associated with administration, review, development and delivery of educational programs and co-curricular activities.</p> <p>Refer also to definition of 'Teacher' in the Definitions section of this Agreement.</p> <p>A Hills College Executive member may be a Teacher. Refer to Part 13.</p>
<p><b>Full-time</b></p>	<p>Refer to Ordinary hours of work, duties and related requirements in this Table.</p>
<p><b>Full-time Teacher Rates</b></p>	<p>Full-time teacher salaries for each teaching classification are prescribed at Schedule 3.</p> <p><b>Determining an hourly rate:</b></p> <p>Hills College uses a nominal 30 hours per week for the purposes of determining an hourly rate for a full-time Teacher. The hourly rate is used when leave applications are for less than a full fortnight or week.</p> <p><b><u>For example:</u></b></p> <ul style="list-style-type: none"> <li>(a) A teacher is paid a salary of \$100,000.00 gross per annum;</li> <li>(b) This is divided by 26.089 fortnights to achieve a fortnightly gross pay of \$3,833.033 per fortnight;</li> <li>(c) This is divided by 60 hours per fortnight to achieve an hourly rate of \$63.883 gross per hour;</li> <li>(d) When paid leave is taken, the paid leave is paid at \$63.883 gross per hour of paid leave taken;</li> <li>(e) If the paid leave is a full fortnight or full week, the gross pay is either \$3833.033 for the fortnight or \$1916.516 for the week. This calculation can also be achieved by multiplying \$63.883 x 60 or x 30.</li> </ul>

TOPIC	DESCRIPTION
<b>Part-time</b>	<p>A part-time teacher is entitled to the benefits of an equivalent full-time teacher on a pro rata basis. A part-time teacher will be notified of their teaching load in writing upon commencement and when any agreed change occurs. The Part-time teacher will be provided the allocated timetable which will identify the days of the week and the class allocations.</p> <p>The pro rata full-time equivalent will be calculated by dividing the number of face-to-face teaching hours prescribed for the part-time Employee from time to time by the usual number of face-to-face teaching hours prescribed for a full-time Employee.</p> <p>Any proposed variation to teaching load or days of attendance will be notified to the part-time Teacher with at least 7 weeks' notice. Where the proposed change results in a reduction of salary (ie lesser pro rata of FTE), no less than 7 weeks' notice, or a combination of notice and salary maintenance shall be provided that totals 7 weeks.</p> <p><i>A part-time Teacher may be offered extra hours in a pay period but is not obligated to accept. If accepted, these hours are paid at the casual rate for the Teacher's classification and do not include entitlements for permanent employment under the National Employment Standards. The agreement to work additional hours at the casual rate will be documented in writing. The Teacher's part-time status remains unchanged, but the extra hours worked will be paid at the casual rate without permanent employment benefits.</i></p>
<b>Part-Time Teacher Rates</b>	A part-time teacher salary is a pro rata of the full-time teacher salary for the relevant classification.
<b>Casual (Relief Teachers)</b>	<p>The Parties acknowledge the changing landscape relevant to the definition and related matters for casual Employees. As such, Hills College will observe the requirements of the National Employment Standards. Any such requirement in the National Employment Standards that is more beneficial to an Employee than as outlined below, shall be applied by Hills College as an administrative adjustment over and above this Enterprise Agreement.</p> <p>The parties otherwise agree that:</p> <p>A teacher employed on a casual basis is a Relief Teacher at Hills College.</p>

TOPIC	DESCRIPTION
	<p>A relief teacher shall not be engaged for a period greater than four (4) consecutive term weeks (maximum 20 working days) in any one engagement.</p> <p>A Relief Teacher engagement may be extended by agreement between the teacher and Hills College provided that the total period of the engagement:</p> <ul style="list-style-type: none"> <li>(a) Does not exceed one College term; or</li> <li>(b) A total of 10 consecutive weeks in any other case</li> </ul> <p>Notwithstanding the limitations imposed for each engagement, Hills College will not offer an advancement of continuous work.</p> <p>The Relief Teacher rate of pay is calculated by dividing the fortnightly rate of pay by 60 and applying the casual loading of 25%.</p> <p>A casual (relief teacher) will be employed and paid for a minimum period of half a day (3 hours).</p>
<b>Casual (Relief) Teacher Rates</b>	Casual (Relief) Teacher Rate is prescribed at Schedule 3. This table sets out the casual relief teacher rate which includes the casual loading of 25%.
<b>Fixed Term</b>	<p>Fixed Term contracts shall comply with Clause 3.13 of this Agreement and the requirements of the Act.</p> <p>Supplementary provision for Teachers are:</p> <p><i>Fixed Term Employee</i> means an Employee who is employed to work full-time or part-time for a specified period which is usually not more than a full College year or less than four College weeks. A specific example of a situation that may require a fixed term contract of longer than 12 months or that may apply across 2 consecutive calendar years is if a Teacher is appointed to replace a Teacher who is approved to access Study Leave of up to 2 years.</p>
<b>Fixed Term Teacher rates</b>	A fixed term teacher will be paid the relevant salary which is adjusted proportionately to the equivalent full-time teacher's salary.
<b>Teacher Salaries</b>	Payment and apportioning of Salary

TOPIC	DESCRIPTION
	<p>The annual salary payable under this Agreement is paid in full satisfaction for a Teacher's entitlements for the College year or proportion of the College year that the Teacher is engaged, including the Employee's completion of their ordinary hours in addition to completing all additional duties as provided for in this Part. An Employee's absence from work during non-term weeks includes their entitlement to annual leave.</p> <p>A teacher upon appointment shall be paid from the date upon which the teacher commenced duty, provided that "duty" includes leave that has been granted by the College.</p>
<b>Executive Salaries</b>	<p>An Executive under the Teacher stream is required to work the hours necessary to perform the senior leadership duties and responsibilities set out in their Contract of Employment and is entitled to an annual full-time salary no less favourable than the salary prescribed at Schedule 3. An Executive salary remunerates the Executive for all terms and conditions and includes an allowance for senior leadership duties and responsibilities.</p>
<b>Salary (rates) inclusions</b>	<p>Salaries as set out at Schedule 3 are in full and final satisfaction of all remunerative entitlements for ordinary hours of work, reasonable additional hours, loadings, penalties and allowances. The Annual salaries in Schedule 3 do not include annual leave loading or superannuation which are paid in addition to the annual salary.</p>
<b>Breaks</b>	<p>Teachers are entitled to 30 minutes unpaid meal break per shift of more than 5 hours</p> <p>Hills College shall ensure Teachers have 50 minutes of paid rest pause per week.</p> <p>Typically, this will mean 10 minutes per day, however on a day on which the rest break is not achieved, the time not taken will be taken on another day in the same week.</p>
<b>Ordinary Hours of Work, Duties and related requirements</b>	<p>Teachers are required to attend the College to prepare for and deliver the educational program at Hills College. Actual start and finish times may be directed by the Teacher provided that the teacher is prepared and ready to commence and conclude their teaching day in line with the Hills College timetable.</p> <p>Teacher's duties and responsibilities are:</p> <ul style="list-style-type: none"> <li>○ 30.5 Standard College directed hours per academic week as follows: <ul style="list-style-type: none"> <li>▪ <b>Teaching</b> (including PAR appointments) and including PPCT allocated by the College – 26.25 hours</li> <li>▪ <b>Connection time</b> – 1.25 hours</li> </ul> </li> </ul>

TOPIC	DESCRIPTION
	<ul style="list-style-type: none"> <li>▪ <b>Playground Duties</b> – 1.25 hours</li> <li>▪ <b>Weekly Meeting</b> – 55 minutes</li> <li>▪ <b>Paid tea break</b> – 50 minutes</li> </ul> <ul style="list-style-type: none"> <li>○ The College daily timetable times that includes: <ul style="list-style-type: none"> <li>❖ <b>Movement between classes</b></li> <li>❖ <b>Prescribed maximum supervisions</b></li> <li>❖ <b>Meetings and training on student free days</b></li> <li>❖ <b>Educational activities associated with the programmed curriculum offered by Teachers (including outside of school hours)</b></li> <li>❖ <b>Parent/Teacher consultations which form part of the School’s programmed reporting to parents</b></li> </ul> </li> </ul> <ul style="list-style-type: none"> <li>○ Teacher professional duties of a non-standard weekly or annual nature are stated below with examples provided: <ul style="list-style-type: none"> <li>▪ <b>Parent Teacher Interviews</b> (Primary 1 evening per year; secondary 2 evenings per year)</li> <li>▪ <b>Parent consultations before/after school</b> - if such meetings cannot be arranged during school hours (the emphasis being that the College will try and arrange such meeting during school hours wherever possible)</li> <li>▪ <b>Camps, excursions and other events:</b> <ul style="list-style-type: none"> <li>• Primary Camps and Exhibitions (per year): <ul style="list-style-type: none"> <li>○ Year 3 – 1 day (SE Queensland) – relevant teacher/Exec</li> <li>○ Year 4 – 2 days/1 night (SE Queensland) - relevant teacher/Exec</li> <li>○ Year 5 – 3 days/2 nights (SE Queensland) - relevant teacher/Exec</li> <li>○ Year 6 – 4 days/3 nights (Interstate) - relevant teacher/s and Exec</li> <li>○ Year 6 Exhibition – 1 evening (2 hrs) – Year 6 teachers and Exec</li> <li>○ Prep to Year 5 – Student led conferences – 1 afternoon per year (3.30pm to 5pm)</li> </ul> </li> <li>▪ Secondary Camps and Excursions (per year) <ul style="list-style-type: none"> <li>○ Years 7 to 11 - 3 days/2 nights (SE Queensland)</li> <li>○ Year 12 – 3 x 1 day excursions</li> <li>○ Overseas camp – 1 every year or second year – attendance is voluntary following invitation by the College</li> <li>○ Music or drama outing after school (ie Eat Street or a play/performance. This is at the election of the teacher and could be during the day ie a matinee performance.</li> </ul> </li> </ul> </li> </ul> </li> </ul>



TOPIC	DESCRIPTION
	<ul style="list-style-type: none"> <li>○ School Production – this is voluntary or could be taken up as PAR 1.</li> <li>○ Information evenings – Approximately 1 to 1.5 hours per year</li> </ul> <ul style="list-style-type: none"> <li>▪ <b>Camps that are overseas are by agreement only with the Teacher</b></li> <li>▪ <b>College events and ceremonies such as Open Campus promotions; a College Fair</b> (events may not happen every year or even bi year)</li> <li>▪ <b>One (1) Extra Curricular Activity</b> such as a College disco, Year 6 or 12 graduation ceremony; P&amp;F events such as the Rodeo, College Ball; Trivia nights; LAN night; Vinnies sleepout; musical and dramatic productions</li> <li>▪ <b>Professional Development</b> directed by the College that will occur during standard College directed hours (30.5); or Professional Development directed or requested by Teachers</li> </ul> <p>Note: If an Employee is unable to attend a camp due to a health reason or because of a caring responsibility that cannot be covered, or other reason covered by the National Employment Standards, the College will (and has) invited other staff members to volunteer. Reasonable evidence may be required.</p> <ul style="list-style-type: none"> <li>○ Any hours of work or professional development <b>self-directed by teachers.</b></li> </ul> <p><b>Maximum Days</b></p> <p>The maximum number of days that an Employee may be required to attend during term weeks and Non-term weeks will be 200 days. Those 200 days do not include the following:</p> <ul style="list-style-type: none"> <li>(a) Extra-curricular activities conducted on a weekend;</li> <li>(b) College related overseas and interstate activities such as trips and conferences that are undertaken during Non-term weeks by mutual agreement between Hills College and the Employee;</li> <li>(c) Where an Employee appointed to a leadership position is undertaking duties in Non-term weeks that are directly related to that leadership position;</li> <li>(d) Exceptional circumstances such as the requirement to provide pastoral care to students in the event of a tragedy in the College community.</li> </ul> <p><b>Teaching Loads</b></p>

TOPIC	DESCRIPTION
	<p>The teaching loads are expressed below under the headings Secondary Teachers (Full-time Teaching Load) and Primary Teachers (Full-Time Teaching Load).</p> <p>A Teacher's face to face teaching load which, in the case of part-time Teachers, will be expressed as a percentage of a full-time load at Hills College. That teaching load may not subsequently be altered unless at least 7 weeks' notice is given to the Teacher; or at an earlier time if the Teacher gives their consent.</p> <p>The Teacher's extra-curricular commitments, which in the case of part-time Teachers will generally be in the same proportion to full-time extra-curricular commitments as their teaching load is to a full-time teaching load.</p> <p><b>Secondary Teachers (Full-Time Teaching Load)</b></p> <p>Secondary Teachers employed on a full-time basis are allocated by the College no less than 6 hours per week for planning, preparation and correction time (PPCT).</p> <p>The spares allocated over and above 6 hours PPCT per week can be utilised by the College for meetings, supervisions and other College duties. Where additional allocated PPCT is not utilised by the College it is available to the Teacher for additional PPCT.</p> <p><b>Primary Teachers (Full-Time Teaching Load)</b></p> <p>Primary teachers employed on a full-time basis are allocated no less than 3 hours per week for planning, preparation and correction time (PPCT).</p> <p>If additional PPCT time is allocated (above 3 hours per week), the first 45 minutes of the additional time may be used for International Baccalaureate (IB PYP) collaboration time. PPCT greater than 3 hours and 45 minutes in any week may be utilised by College for meetings, supervisions and other College duties. Where additional spares are not utilised by the College they are available to the Teacher for additional PPCT.</p> <p><b>Future Timetable Change</b></p> <p>The construction of the timetable for example from 7 periods to 6 periods may change during the operation of this Enterprise Agreement.</p>

TOPIC	DESCRIPTION
	<p>Any significant changes to timetabling will be done in consultation with the College Consultative Committee (Clause 2.4).</p> <p><b>Planning Preparation and Correction Time (PPCT)</b></p> <p>The primary and main function of PPCT time shall be to undertake necessary planning, preparation and correction to effectively carry out the role of a teacher.</p> <p>Duties undertaken during planning, preparation and correction time may include:</p> <ul style="list-style-type: none"> <li>(a) Planning for class and group teaching instruction</li> <li>(b) Planning for student excursions</li> <li>(c) Setting and correcting assessment items</li> <li>(d) Evaluating and assessing student work</li> <li>(e) Curriculum planning</li> <li>(f) Compilation of assessment records</li> <li>(g) communications with parents including phone calls and emails required to complete planning for class and group teaching instruction or planning for student excursions or evaluating and assessing student work</li> <li>(h) any other task or process that is related to items (a) to (g) may be performed during PPCT</li> </ul> <p>Planning Preparation and Correction Time (PPCT) during the 30.5 standard College directed hours will be replaced if lost due to Hills College directed professional development.</p> <p><b>Supervisions</b></p> <p>Hills College will endeavour to cap the total number of supervision requirements for all full-time teaching staff, to a maximum of 25 supervisions per year. The teachers who are on less than full-time loads will have this cap increased in proportion of non-contact time that the teacher currently receives.</p> <p>The above clause will be subject to the availability of suitably qualified and accessible staff to cover the supervisions. Should such staff not be available, these totals may be exceeded.</p>

TOPIC	DESCRIPTION
	<p>A Hills College teacher may apply to the Principal to undertake PPCT from home due to exceptional circumstances. Approval is at the Principal's discretion.</p>
<p><b>Classifications Qualifications, and Recognition of Service</b></p>	<p>On engagement, Hills College will require that an Employee provide documentary evidence of qualifications and teaching experience (Statement of Service). If Hills College considers that the Employee has not provided satisfactory evidence and advises the Employee of this, in writing, Hills College may decline to recognize the relevant qualification or experience until such evidence is provided. Hills College will not unreasonably refuse to recognize the qualifications or teaching experience of an Employee.</p> <p>Where an Employee completes further teaching experience with another employer (for example during unpaid leave) or obtains additional teaching qualifications such that they then have qualifications higher than a Band 1 teacher, they will then be entitled to be classified accordingly and paid from the recommencement with Hills College provided that the Employee has provided satisfactory evidence to Hills College within three months of commencement. In all other cases the Employee will be classified and paid from the date satisfactory evidence is provided.</p> <p><b>Qualifications and recognition of service</b></p> <p>On appointment, a teacher will be classified at the appropriate Band and Step of the salary scale set out in Schedule 1, according to their qualifications and teaching experience.</p> <p>A 4-year trained teacher with no teaching experience who holds provisional teacher registration will be classified at Band 2, Step 1.</p> <p>Registered teachers with more than 1 year's teaching experience will progress to Band 2, Step 2 and then continue to progress with each additional year of teaching experience.</p> <p>In this clause, "1 year's teaching experience" means the completion of 1200 contact hours. Part-time teachers will need to complete that same number of contact hours to progress to the next level but may complete those contact hours over more than a 12-month period. In the case of a casual Employee, "1 year's teaching experience" means 200 full casual days in Australian schools.</p> <p>An Employee absent on paid Parental Leave will be taken to have not completed any Keeping in Contact Days during that paid leave.</p>

TOPIC	DESCRIPTION
	<p>In this clause, “teaching experience” does not include employment as a teacher in a TAFE program or at an English language college or employed at a College in a non-teaching role.</p>
<p><b>Positions of Added Responsibility</b></p>	<p><b>Positions of Added Responsibility (PAR)</b></p> <p>This Part shall apply to all teachers appointed to Positions of Added Responsibility (PAR) up to but not including Heads of College (and other Senior Administration staff).</p> <p><b>Definitions:</b></p> <p>A PAR is defined as the appointment of a teacher within the College designated to provide support to the Principal in the overall management of the College, specifically in the areas of curriculum, pastoral care and other administrative responsibilities. PARs can exist at the secondary or primary years of schooling, or across both Colleges from P-12, but do not include Senior Executive roles.</p> <p>The PAR will be responsible for curricular or pastoral roles, as defined below:</p> <p><b>Curricular Leaders (e.g. Head of Faculty, Subject Coordinator etc.)</b></p> <p>These Employees will have responsibilities relating to the leadership and management of all duties, programs, teaching staff and activities associated with a subject/KLA/faculty.</p> <p><b>Pastoral Leaders (e.g. Head of Year, House Leader etc.):</b></p> <p>These Employees will have responsibilities relating to the leadership and management of pastoral duties, wellbeing, behaviour management, teaching staff and activities associated with the climate of pastoral care and wellbeing afforded to the students in the College.</p> <p>Experienced Senior Teacher (PAR 1) and Highly Accomplished Teacher (PAR 2) will be classified as PARs for this Agreement.</p> <p><b>PAR Time Release</b></p>

TOPIC	DESCRIPTION
	<p>Time release may be allocated by the Principal after taking into consideration aspects of the particular PAR staff member's responsibility, including but not limited to:</p> <ul style="list-style-type: none"> <li>(a) the number of students involved</li> <li>(b) the number of year levels involved</li> <li>(c) the number of teachers involved; and</li> <li>(d) the approximate number of hours required per week to fulfil the role.</li> </ul> <p>A Teacher may discuss with their Executive Manager or Principal the possibility of arranging release time for professional development related to PAR eligibility and application preparation. For example, PPCT spare time beyond the required Primary (3 hours) and Secondary (6 hours) can be considered. Providing as much notice as possible is helpful, and Executive approval is required to manage supervision allocations accordingly.</p> <p><b>Application, Selection and Appointment Procedures</b></p> <p><b>Application</b></p> <p>A Teacher may apply for a PAR by submitting a written application by email to the Principal.</p> <p>If an existing PAR is vacated or becomes available post the completion of tenure, the Principal may advertise the position (see below).</p> <p>The Principal and the Head of Department will discuss the application with the Teacher before deciding in line with the following step – Selection Procedure.</p> <p>Refer also to PAR 1 Experienced Senior Teacher for the application process.</p> <p>Refer also to PAR 2 Highly Accomplished Teacher for the application process.</p> <p><b>Selection Procedure</b></p> <p>The Principal shall have the responsibility for the appointment of teachers to Positions of Added Responsibility.</p> <p>The suitability of an applicant for a position based on the requirements of the role description and ability to meet the key selection criteria.</p>

TOPIC	DESCRIPTION
	<p>Where a PAR role description does not currently exist, it will be developed along with key selection criteria as part of the selection and appointment process.</p> <p>The Principal has the final decision concerning the number of PAR allocated positions within the College.</p> <p><b>Letter of Appointment</b></p> <p>A teacher appointed to a Position of Added Responsibility shall be provided with a letter of appointment that outlines the:</p> <ul style="list-style-type: none"> <li>• Classification of the role (if pastoral or curricular);</li> <li>• Level applicable for the role (Level 1 or Level 2); and</li> <li>• Tenure.</li> </ul> <p><b>Tenure</b></p> <p>PAR appointments will be for a term of three (3) years.</p> <p>Upon completion of 6 months in the first year of appointment, the College will undertake a progress review.</p> <p>A further appointment of three (3) years will be made subject to a continued designation of the position and a satisfactory performance review towards the conclusion of the first period of appointment.</p> <p>After the completion of an appointment period of six (6) years, the Principal may at their discretion advertise the position. Subject to a successful application the incumbent shall be appointed.</p> <p><b>Temporary positions</b></p> <p>A temporary PAR may be created in response to an emergent need within the College. In cases such as this, the appointment period may be for less than the three (3) years designated above. Where the position continues to be required at the end of the initial appointment period, the incumbent will be offered the role subject to a satisfactory performance review without the need to reapply.</p> <p><b>Existing Contractual Arrangements</b></p>

TOPIC	DESCRIPTION
	<p>A staff member currently employed in a Position of Added Responsibility which continues to exist, shall be appointed to the same position on the terms included in this Part.</p> <p><b>Eligibility</b></p> <p>To access Experienced Senior Teacher or Highly Accomplished Teacher, a four-year trained teacher must have been teaching for the equivalent of 9 years and have held the Band 3 Step 4 classification for 12 months.</p>
<p><b>PAR 1</b></p> <p><b>or</b></p> <p><b>Experienced Senior Teacher</b></p>	<p>PAR 1 or Experienced Senior Teacher appointment attracts an allowance of 4% calculated on the Band 3 Step 4 rate of pay.</p> <p>A PAR 1 role typically oversees a selected number of students and/or oversees a program that involves a small number of staff.</p> <p><b>Experienced Senior Teacher</b></p> <p>To apply for the Experienced Senior Teacher (EST) role, a written application must be submitted to the Principal. The process includes signing an agreement to undertake higher duties and submitting a personal action plan for approval.</p> <p>To qualify for the EST salary increment, teachers must agree to take on higher-level duties, including curricular and co-curricular activities aligned with the College's Strategic or Self-Improvement Plan. After signing the agreement, applicants will draft a personal action plan, typically formalising duties they already perform, which must be approved by the Principal.</p> <p>The EST salary will be paid during the period of extra duties and is subject to annual review. The application, submitted after initial discussion with a Head of College or Executive Team member, must include an "Experienced Senior Teacher Action Plan" with a timeline for implementation, also reviewed annually.</p> <p>If agreed deliverables are not met, the EST role may be terminated, and the teacher will return to their substantive classification.</p>



TOPIC	DESCRIPTION
<p><b>PAR 2</b></p> <p><b>or</b></p> <p><b>Highly Accomplished Teacher (HAT)</b></p>	<p>PAR 2 or Highly Accomplished Teacher appointment attracts an allowance of 7% calculated on the Band 3 Step 4 rate of pay.</p> <p>A PAR 2 role typically oversees a large range of students (or whole cohorts of students) and/or oversees a large number of staff.</p> <p>A Highly Accomplished Teacher (HAT) written application submitted directly to the Principal incorporating the following minimum requirements.</p> <p>A Highly Accomplished Teacher (HAT) applicant will have approved certification beyond Degree level, including (but not limited to) qualifications such as the Independent Schools of Queensland (ISQ) Highly Accomplished and Lead Teacher certificate (or equivalent), a relevant master’s degree, or a relevant Doctorate. HAT application will include a commitment to undertake a special project that is accepted by the Principal or is identified by the Principal.</p> <p>Identifiable HAT projects could include but are not limited to a special project identified by the applicant and/or the College to enhance the academic, pastoral, community, or personal, care of the College and its community, for example:</p> <ul style="list-style-type: none"> <li>(a) A project that is aligned with Government Grants;</li> <li>(b) A mentoring project for newly appointed teachers; or</li> <li>(c) A project that enhances the opportunities for students at the College, in a significant way.</li> </ul> <p>The Highly Accomplished Teacher payment will continue to be paid for the period of the undertaking of the project (or the subsequent introduction of an alternative project) and will be subject to an annual review.</p> <p>A Highly Accomplished Teacher role is subject to performance management and termination of the PAR if the agreed deliverables are not performed by the Employee. If the role is terminated, the Teacher would return to their substantive classification.</p>
<p><b>Induction and Progress Statements, Teacher Portfolios and Teacher Resources</b></p>	<p><b>Induction and progress statements</b></p>

TOPIC	DESCRIPTION
	<p>A teacher in their first year of experience shall participate in an induction process that is delivered over a year, provided that in certain circumstances the teacher and the Employer may agree that the teacher should participate in the induction process for a further year.</p> <p>The induction process will be determined by the Principal in consultation with the teacher to assist the teacher's professional development which shall be reviewed regularly throughout the year.</p> <p><b>Graduate Teachers</b></p> <p>The following support shall be provided to Graduate Teachers in the first year of employment:</p> <ul style="list-style-type: none"> <li>(a) an initial induction and orientation of the new College workplace;</li> <li>(b) a formal induction program including professional development support;</li> <li>(c) allocation of an experienced teacher mentor;</li> <li>(d) additional release time to enable the Graduate Teacher to undertake activities such as: <ul style="list-style-type: none"> <li>(i) observation of exemplary teaching practice;</li> <li>(ii) joint and structured planning;</li> <li>(iii) mentoring meetings;</li> <li>(iv) professional development.</li> </ul> </li> </ul> <p>Time release of 1 lesson per week shall be available for any designated mentor/s to provide effective mentoring.</p> <p>Hills College will provide a written statement to the teacher outlining the teacher's progress and development no later than 4 weeks before the end of the College year, unless Hills College considers it is not practical to do so, in which case the statement will be provided no later than the submission of reports to the Board of Teacher Registration. Such a statement may form part of a teacher's portfolio pursuant to Teacher Portfolio below.</p> <p><b>Teacher Portfolio</b></p> <p>A teacher may request, and be given from time to time by Hills College, appropriate documentation as evidence of the teacher's professional development, in respect of attendance at significant training courses, and experience. These documents may, if the teacher wishes to form a portfolio which will remain the property of the teacher.</p> <p><b>Teacher Resources</b></p>

TOPIC	DESCRIPTION
	<p>Teachers will be provided with the appropriate resources as the Principal considers necessary, but those resources will remain the property of the College.</p>
<p><b>Annual Leave</b></p>	<p>Teachers are entitled to annual leave in accordance with Part 2-2 of the Act.</p> <p>Teachers must take annual leave during Non-term weeks and, unless agreed otherwise between Hills College and an Employee, annual leave must be taken-in the four-week period immediately following the final term week of the academic year.</p> <p>Annual Leave Loading of 17.5% is payable on accrued annual leave. The loading will normally be paid at the time that the Employee is paid annual leave or pro rata annual leave.</p> <p><b>Annual Leave and Annual Leave Loading on termination</b></p> <p>A teacher whose employment is terminated before completing a full College year will be paid pro-rata annual leave and annual leave loading entitlement based on total academic year weeks worked divided by total academic year weeks.</p>
<p><b>Public Holidays</b></p>	<p>Public Holidays are addressed in Clause 4.1 in this Agreement and Division 10 of Part 2-2 of the Act.</p> <p>Work performed by Teachers, who are not casual relief teachers, on a public holiday or its gazette substitute day that is self-directed work is not entitled to any further payment or substitute day or part day.</p> <p>A Teacher who is requested and agrees to work local and interstate student Hills College events and excursions that fall on a Public Holiday on which the Teacher would ordinarily not work due to a Public Holiday, shall decide a substitute day with the College to be taken on a mutually agreeable date.</p> <p>A Teacher offered to take part in an overseas student excursion or event, upon their acceptance will also be required to confirm their acceptance to work on a day that is an applicable Public Holiday at the College during the event or excursion and shall be paid their ordinary pay whilst in attendance. A substitute day is not applicable in this circumstance.</p>

TOPIC	DESCRIPTION
	<p>Casual, Relief Teachers, will not be requested or rostered to work on a Public Holiday or its gazetted substitute day and are not permitted to self-direct work on a Public Holiday or its gazetted substitute day.</p>
<p><b>Termination of Employment</b></p>	<p>Termination of Employment is contained in Part 3, sections 3.14, of this Agreement and in Division 11 of Part 2-2 of the Act.</p> <p>This clause replaces the notice periods required to be given in Clause 3.14 as follows:</p> <p>In cases other than summary termination (serious misconduct) provided for in the Act, the amount of notice Hills College must provide a full-time or part-time Teacher with is seven (7) term weeks' notice of termination or payment in lieu. Hills College may provide the Employee with part notice and part payment in lieu, provided that the total of the notice and payment in lieu is at least seven (7) weeks.</p> <p>A Teacher who wishes to resign must provide four (4) academic year weeks' notice, or less if approved to do so by the Principal. In these circumstances, there will be no deduction from termination pay for the approved period of notice not provided.</p> <p>If the Employee has provided less notice than required, without approval by the Principal, Hills College is entitled to withhold from wages due to the Employee on termination, an amount equal to the Employee's ordinary pay for the period by which the notice given falls short of the required notice with a maximum deduction of 2 weeks wages from the Employee's wages payable at termination.</p> <p>A teacher who ceases duty before completing ten (10) teaching weeks of employment shall be paid in lieu of annual leave an amount equal to one-twelfth (1/12th) of their ordinary pay for the period of employment.</p> <p>A teacher who ceases duty after at least ten teaching weeks of employment shall be paid the proportion of the teacher's annual salary of that year that the teacher's service (excluding College vacations) bears to the academic year and shall be calculated on the salary which the Employee was receiving immediately before cessation of employment.</p> <p>Where Hills College has given notice to an Employee, the Employee is entitled to take one day's time off without loss of pay for the purposes of seeking other employment. The time off is to be taken at a time that is convenient to the Employee after consultation with Hills College.</p>

TOPIC	DESCRIPTION
<p><b>Redundancy</b></p>	<p>Termination of Employment due to Redundancy is contained in Part 3, section 3.15, of this Agreement and is contained in Division 11 of Part 2-2 of the Act.</p> <p>This clause replaces the severance benefit in Clause 3.15.</p> <p>A Teacher whose employment is terminated due to redundancy will be entitled to a severance benefit of two (2) weeks for each year of service, provided that:</p> <ul style="list-style-type: none"> <li>(a) no severance payment (redundancy pay) will be made to Employees with less than one year of service;</li> <li>(b) an additional amount will be payable for any incomplete years of service calculated pro rata based on academic years worked;</li> <li>(c) Employees will be paid a maximum of 30 weeks' severance pay;</li> <li>(d) Severance payments for eligible part-time Employees whose employment is terminated during a College year will follow the formula: <ul style="list-style-type: none"> <li>(Years of completed service + (weeks worked / academic year weeks)) x</li> <li>2 weeks' severance pay entitlement per completed year of service x</li> <li>Employees weekly ordinary pay)</li> </ul> </li> <li>(e) If a part-time teacher's hours are reduced without their consent by more than 25% they are entitled to severance pay in accordance with this Part.</li> </ul>

**PART 6A - HILLS LANGUAGE COLLEGE TEACHERS (NOT HILLS LANGUAGE COLLEGE TUTORS/INSTRUCTORS)**

<b>TOPIC</b>	<b>DESCRIPTION</b>
<b>Scope</b>	<p>Hills Language College offers English language intensive courses to international school age students on an overseas visa. Teaching English to Speakers of Other Languages (TESOL) is a valuable pathway to encourage international students to later enrol in Australian curriculum education at Hills College.</p> <p>Refer to the definitions at Clause 1.7 for 'Language College Teacher' and 'Language College Tutor/Instructor'.</p>
<b>Qualifications and Recognition of Service</b>	<p>Teacher QCT proficient accreditation (i.e. above provisional) is not required for Hills Language College teachers.</p> <p>Where Hills College applies National ELT Accreditation Standards (NEAS), the College will recognise Teacher qualification up to QCT provisional teacher registration, at the Hills Language College Teacher rate in Schedule 3, and the provisions in this Table.</p> <p>Where Hills Language College provides Hills Language College education and an Employee holds TESOL or ELICOS qualifications without a teaching qualification, the Employee is not classified as a Teacher and is classified under Part 11 as a Tutor/Instructor.</p>
<b>Full-time</b>	<p>Refer to Ordinary hours of work, duties and related requirements in this Table.</p>
<b>Full-time Teacher Rates</b>	<p>Full-time Hills Language College salary is prescribed at Schedule 3</p> <p><b>Determining and Hourly Rate</b></p> <p>Hills College uses a nominal 30 hours per week for the purposes of determining an hourly rate. The hourly rate is used when leave applications are for less than a full fortnight or week. See example provided in Part 6.</p>
<b>Part-time</b>	<p>A part-time Hills Language College Teacher is engaged to work less than full-time hours of work each week. Such part-time engagement, and any agreed variation thereto, shall be documented in writing.</p>
<b>Part-Time Teacher Rates</b>	<p>A part-time Hills Language College teacher salary is a pro rata of the full-time teacher salary calculated on hours of work as percentage of full-time equivalent.</p>
<b>Casual</b>	<p>A casual Employee may be engaged from time to time to cover short term absences.</p>

TOPIC	DESCRIPTION
<b>Casual (Relief) Teacher Rate</b>	A casual Employee engaged as a Hills Language College Relief Teacher shall be paid the Hills Language College Teacher rate of pay plus 25%. The rate for casual Hills Language College Teachers is in Schedule 3.
<b>Fixed Term</b>	Fixed Term contracts shall comply with Clause 3.13 of this Agreement and the requirements of the Act.
<b>Fixed Term Teacher rates</b>	A fixed term teacher will be paid the relevant salary which is adjusted proportionately to the equivalent full-time teacher's salary.
<b>Hills Language College Teacher Salary</b>	<p>Payment and apportioning of Salary</p> <p>The annual salary payable under this Agreement is paid in full satisfaction for a Hills Language College Teacher's entitlement for the College year or proportion of the College year that the Teacher is engaged, including the Employee's completion of their ordinary hours in addition to completing all additional duties as provided for in this Part. An Employee's absence from work during non-term weeks includes their entitlement to annual leave.</p>
<b>Salary (rates) inclusions</b>	The Hills Language College teacher salary as set out in Schedule 3 is in full and final satisfaction of all remunerative entitlements for ordinary hours of work, reasonable additional hours, loadings, penalties and allowances. The annual salary in Schedule 3 does not include annual leave loading or superannuation which are paid in addition to the annual salary.
<b>Ordinary hours of work, duties and related requirements</b>	<p>Hills Language College Teachers are required to attend the College to prepare for and deliver the Hills Language College educational program. Actual start and finish times may be directed by the Teacher provided that the teacher is prepared and ready to commence and conclude their teaching day in line with the Hills College timetable.</p> <p>Teacher's duties and responsibilities are:</p> <ul style="list-style-type: none"> <li>○ 30.5 Standard College directed hours per academic week as follows: <ul style="list-style-type: none"> <li>▪ <b>Teaching</b> (including planning time allocated by the College)</li> <li>▪ <b>Planning and assessment meetings</b> as scheduled</li> <li>▪ <b>All Staff meetings as scheduled per Term</b> – capped at 55 minutes per meeting</li> <li>▪ <b>Professional Development</b> – as identified and made available</li> <li>▪ <b>Paid Tea Break</b> - 50 minutes</li> </ul> </li> </ul>

TOPIC	DESCRIPTION
	<ul style="list-style-type: none"> <li>○ The College daily timetable times that includes: <ul style="list-style-type: none"> <li>❖ <b>Movement between classes</b></li> <li>❖ <b>Meetings and training on student free days</b></li> <li>❖ <b>Educational activities associated with the Language College education program, offered by Teachers (including outside of school hours)</b></li> </ul> </li> <li>○ Teacher professional duties of a non-standard weekly or annual nature are stated below with examples provided: <ul style="list-style-type: none"> <li>▪ <b>Camps, excursions and other events:</b> <ul style="list-style-type: none"> <li>○ Hills Language College Teachers may be asked to assist one year level camp per annum</li> </ul> </li> <li>▪ <b>Camps that are overseas are by agreement only with the Teacher</b></li> <li>▪ <b>College events and ceremonies such as Open Campus promotions; a College Fair</b> (events may not happen every year or even bi year)</li> <li>▪ <b>One (1) Extra Curricular Activity</b> such as a College disco, Year 6 or 12 graduation ceremony; P&amp;F events such as the Rodeo, College Ball; Trivia nights; LAN night; Vinnies sleepout; musical and dramatic productions</li> <li>▪ <b>Professional Development</b> directed by the College that will occur during standard College directed hours (30.5); or Professional Development directed or requested by Teachers</li> </ul> <p>Note: If an Employee is unable to attend a camp due to a health reason or because of a caring responsibility that cannot be covered, or other reason covered by the National Employment Standards, the College will (and has) invited other staff members to volunteer. Reasonable evidence may be required.</p> <ul style="list-style-type: none"> <li>○ Any hours of work or professional development <b>self-directed by teachers.</b></li> </ul> <p>Hills Language College teachers do not undertake the same teaching loads or preparation, planning, and correction time as Teachers in Part 6.</p> </li> </ul>



TOPIC	DESCRIPTION
	<p>The Hills College Language College timetable will reflect appropriate allocations of time to enable preparation, planning and correction time however Language College Teachers may undertake preparation, planning and correction outside of the Language College timetable.</p> <p>A Hills Language College Teacher’s duty may include, in addition to teaching, activities associated with administration, review, development and delivery of ELICOS and TESOL courses and co-curricular activities.</p> <p>Hills College All Staff meetings will require Hills Language College Teachers to remain at work until 4.30pm.</p> <p><b>Maximum Days</b></p> <p>The maximum number of days that a Hills Language College Teacher may be required to attend during term weeks and non-Term weeks will be 200 days. Those 200 days do not include the following:</p> <ul style="list-style-type: none"> <li>(a) Extra-curricular activities conducted on a weekend;</li> <li>(b) College related overseas and interstate activities such as trips and conferences that are undertaken during non-term weeks by mutual agreement between Hills College and the Employee;</li> <li>(c) Exceptional circumstances such as the requirement to provide pastoral care to students in the event of a tragedy in the College community.</li> </ul> <p><b>Future Timetable Change</b></p> <p>The construction of the timetable for example from 7 periods to 6 periods may change during the operation of this Enterprise Agreement.</p> <p>Any significant changes to timetabling will be done in consultation with the College Consultative Committee (Clause 2.4).</p>
<p><b>Breaks</b></p>	<p>Hills Language College Teachers are entitled to 30 minutes unpaid meal break per shift of more than 5 hours.</p> <p>Hills College shall ensure Teachers have 50 minutes of paid rest pause per week. Typically, this will mean 10 minutes per day, however on a day on which the rest break is not achieved, the time not taken will be taken on another day in the same week.</p>

TOPIC	DESCRIPTION
<p><b>Induction</b></p>	<p>A new Hills Language College Teacher will participate in an induction process that is delivered over a year. Such timeframe can be shortened if the induction process is satisfactorily completed or lengthened if the Employee needs further time due to extended absence or for operational matters.</p> <p><b>Language College Teachers without prior experience (graduate teachers)</b></p> <p>The following support shall be provided to Graduate Teachers in the first year of employment:</p> <ul style="list-style-type: none"> <li>(a) an initial induction and orientation of the new College workplace;</li> <li>(b) a formal induction program including professional development support;</li> <li>(c) mentoring;</li> <li>(d) additional release time to enable the Graduate Teacher to undertake activities such as: <ul style="list-style-type: none"> <li>(i) observation of exemplary teaching practice</li> <li>(ii) joint and structured planning</li> <li>(iii) mentoring meetings</li> <li>(iv) professional development</li> </ul> </li> </ul> <p>Time release of 1 lesson per week shall be made available for any designated mentor/s to provide effective mentoring.</p> <p>Hills College will provide a written statement to the teacher outlining the teacher’s progress and development no later than 4 weeks before the end of the College year, if requested or if required.</p> <p><b>Language College Teacher Portfolio</b></p> <p>A teacher may request, and be given from time to time by Hills College, appropriate documentation as evidence of the teacher’s professional development, in respect of attendance at significant training courses, and experience. These documents may, if the teacher wishes to form a portfolio which will remain the property of the teacher.</p> <p><b>Language College Teacher Resources</b></p> <p>Language College Teachers will be provided with the appropriate resources as the Principal considers necessary, but those resources will remain the property of the College.</p>

TOPIC	DESCRIPTION
<p><b>Annual Leave</b></p>	<p>Hills Language College Teachers are entitled to annual leave in accordance with Part 2-2 of the Act.</p> <p>Hills Language College teachers are entitled to their ordinary pay during non-term weeks in line with Teachers at Hills College.</p> <p>Hills Language College Teachers must take annual leave during Non-term weeks and, unless agreed otherwise between Hills College and an Employee, annual leave must be taken-in the four-week period immediately following the final term week of the academic year.</p> <p>Annual Leave Loading of 17.5% is payable on accrued annual leave. The loading will normally be paid at the time that the Employee is paid annual leave or pro rata annual leave.</p> <p><b>Annual Leave and Annual Leave Loading on termination</b></p> <p>A Hills Language College teacher whose employment is terminated before completing a full College year will be paid pro-rata annual leave and annual leave loading entitlement based on total academic year weeks worked divided by total academic year weeks.</p>
<p><b>Public Holidays</b></p>	<p>Public Holidays are addressed in Clause 4.1 in this Agreement and Division 10 of Part 2-2 of the Act.</p> <p>Work performed by Hills Language College Teachers, who are not casual relief teachers, on a public holiday or its gazette substitute day that is self-directed work is not entitled to any further payment or substitute day or part day.</p> <p>A Hills Language College teacher who is requested and agrees to work local and interstate student Hills College events and excursions that fall on a Public Holiday on which the Language College Teacher would ordinarily not work due to a Public Holiday, shall decide a substitute day with the College to be taken on a mutually agreeable date.</p> <p>A Hills Language College Teacher offered to take part in a student excursion or event overseas, will also be required to confirm their acceptance to work on a day that is an applicable Public Holiday at the College during the event or excursion and shall be paid their ordinary pay whilst in attendance. A substitute day is not applicable in this circumstance.</p>

TOPIC	DESCRIPTION
	<p>Casual, Relief Language College Teachers, will not be requested or rostered to work on a Public Holiday or its gazetted substitute day and are not permitted to self-direct work on a Public Holiday or its gazetted substitute day.</p>
<p><b>Termination of Employment</b></p>	<p>Termination of Employment is contained in Part 3, sections 3.14, of this Agreement and in Division 11 of Part 2-2 of the Act.</p> <p>This clause replaces the periods of notice required to be given in Clause 3.14 and provides supplementary requirements.</p> <p>In cases other than summary termination (serious misconduct) provided for in the Act, the amount of notice Hills College must provide a full-time or part-time Teacher with is seven (7) term weeks' notice of termination or payment in lieu. Hills College may provide the Employee with part notice and part payment in lieu, provided that the total of the notice and payment in lieu is at least seven (7) weeks.</p> <p>A Hills College Language Teacher who wishes to resign must provide four (4) academic year weeks' notice, or less if approved to do so by the Principal. In these circumstances, there will be no deduction from termination pay for the approved period of notice not provided.</p> <p>If the Hills Language College Teacher has provided less notice than required, without approval by the Principal, Hills College is entitled to withhold from wages due to the Employee on termination, an amount equal to the Employee's ordinary pay for the period by which the notice given falls short of the required notice with a maximum deduction of 2 weeks wages from the Employee's wages payable at termination.</p> <p>A Hills Language College Teacher who ceases duty before completing ten (10) teaching weeks of employment shall be paid in lieu of annual leave an amount equal to one-twelfth (1/12th) of their ordinary pay for the period of employment.</p> <p>A Hills Language College Teacher who ceases duty after at least ten teaching weeks of employment shall be paid the proportion of the teacher's annual salary of that year that the teacher's service (excluding College vacations) bears to the academic year and shall be calculated on the salary which the Employee was receiving immediately before cessation of employment.</p>

TOPIC	DESCRIPTION
	<p>Where Hills College has given notice to an Employee, the Employee is entitled to take one day's time off without loss of pay for the purposes of seeking other employment. The time off is to be taken at a time that is convenient to the Employee after consultation with Hills College.</p>
<p><b>Redundancy</b></p>	<p>Termination of Employment due to Redundancy is contained in Part 3, section 3.15, of this Agreement and is contained in Division 11 of Part 2-2 of the Act.</p> <p>This clause replaces the severance benefit in Clause 3.15.</p> <p>A Teacher whose employment is terminated due to redundancy will be entitled to a severance benefit of two (2) weeks for each year of service, provided that:</p> <ul style="list-style-type: none"> <li>(a) no severance payment (redundancy pay) will be made to Employees with less than one year of service;</li> <li>(b) an additional amount will be payable for any incomplete years of service calculated pro rata based on academic years worked;</li> <li>(c) Employees will be paid a maximum of 30 weeks' severance pay;</li> <li>(d) Severance payments for eligible part-time Employees whose employment is terminated during a College year will follow the formula: <ul style="list-style-type: none"> <li>(Years of completed service + (weeks worked / academic year weeks)) x</li> <li>2 weeks' severance pay entitlement per completed year of service x</li> <li>Employees weekly ordinary pay);</li> </ul> </li> <li>(e) If a part-time teacher's hours are reduced without their consent by more than 25% they are entitled to severance pay in accordance with this Part.</li> </ul>

**PART 7 - ALL GENERAL STAFF EMPLOYEES**

TOPIC	DESCRIPTION
<b>Scope</b>	All General Staff applies to all non-teaching staff. In addition to this Part (7), refer to Parts 8 to 14 for further requirements.
<b>Full-time</b>	Refer to Parts 8 to 14
<b>Part-Time</b>	<p>Part-time employment is defined in the definitions of this Agreement.</p> <p>The minimum hours engagement for a part-time General Staff Employee per day is 2 hours.</p> <p>The agreed number of ordinary hours or weeks per year for a part-time Employee may be varied by mutual agreement. Any such agreed variation shall be recorded in writing.</p>
<b>Casual</b>	<p>The Parties acknowledge the changing landscape relevant to the definition and related matters for casual Employees. As such, Hills College will observe the requirements of the National Employment Standards. The National Employment Standards shall apply where more beneficial than as stated below:</p> <p>Casual Employee means an Employee engaged and paid as such and who is employed by the hour for a maximum period of 20 working days on any one engagement.</p> <p>The minimum hours for a casual Employee for each engagement is 2 hours.</p> <p>Notwithstanding the limitations imposed for each engagement, Hills College will not offer an advancement of continuous work.</p> <p>A casual Employee shall be paid a casual loading of 25% calculated on the applicable ordinary base rate of pay.</p>

<b>Fixed Term</b>	Fixed Term contracts shall comply with Clause 3.13 of this Agreement and the requirements of the Act.
<b>Classifications</b>	<p>Refer to Schedule 2</p> <p><b>Classification Process for General Staff Employees:</b></p> <p>Employees are appointed to a position at the appropriate level within the structure and progress through each step in the level according to experience based on full-time hours as defined in each Part (8 to 14). See 'Classification Progression' below.</p> <p>Determining a classification level, or for the review of an Employee's classification, the following process shall be undertaken:</p> <ul style="list-style-type: none"> <li>(a) An analysis is to be undertaken to establish the skills and responsibilities required for the relevant position;</li> <li>(b) A position is classified by reference to the classification criteria set out in below, using the applicable position description;</li> <li>(c) Employees are appointed to a position at the appropriate level within the structure and to the relevant step in the level according to experience which is based on full-time ordinary hours as described in the relevant Part.</li> </ul> <p>If at any time an Employee or Hills College considers that the skills and responsibilities as required by Hills College for a position have altered or do not reflect the classification determined, a review of the classification applicable to the position is to be undertaken in accordance with Classification Criteria below and an appropriate classification determined.</p> <p>However, except in exceptional circumstances such as a change in the skill and/or responsibility required, or a change in the conditions under which the work is performed, no Employee shall be permitted to seek a reclassification of their position on more than one occasion in a 12-month period.</p> <p>Where the parties do not agree as to the outcome of a classification review, it will be managed in accordance with the Dispute Resolution procedure contained in clause 2.2 of this Agreement. At any meeting, the person who made the decision following the classification review shall, wherever possible participate.</p> <p><b>Classification criteria</b></p>

	<p>Classification criteria are guidelines to determine the appropriate classification level and consist of characteristics and typical duties and skills.</p> <p>The characteristics are the principal guide to classification as they are designed to indicate the level of basic knowledge, comprehension of issues, problem and procedures required, the level of autonomy, accountability supervision/training involved with the position. The characteristics of a level must be read as a whole to gain an understanding of the position and the performance requirements. Isolated characteristics should not be used to justify the classification of a position.</p> <p>The typical duties/skills are a non-exhaustive list of duties/skills that may be comprehended within the particular level. They reflect the competencies of a particular level. They are an indicative guide only and at any level, Employees may be expected to undertake duties of any level lower than their own. Employees at any level may perform/utilise one such duty/skill or many of them depending on the particular work allocated to them. Typical duties/skills should not be used as the primary determinant in classifying Employees but may be useful if the characteristics of a level cannot be easily applied in an individual instance.</p> <p>Some of the Characteristics have been included in the Typical Skills/Duties at each level. Where there is inconsistency between the Characteristics and the Typical Skills/Duties, the Characteristics will prevail over the Typical Skills/Duties.</p> <p>The key issue to be looked at in properly classifying an Employee is the level of initiative, responsibility/accountability, competency and skill that an Employee is required to exercise in performing the Employee's work within the parameters of the characteristics, read as a whole, of the position.</p> <p>It should be noted that some typical duties/skills appear at one level only while others appear at more than one level. Because of this, the classification or reclassification of a position needs to be done by reference to the specific characteristics of the level. As an example, because an Employee may be utilising a skill comprehended at a higher level than that to which the Employee has been appointed, the Employee assumes the level of initiative, accountability/responsibility, skill and competency envisaged by the characteristics of the higher level.</p> <p>Level 1 in the structure may be applied as a level at which Employees learn and gain competency in the basic skills required by Hills College. The classification structure sets out the pay points for each year of service at that level. Upon completing the pay points, progression to Level 2 shall occur.</p>
<p><b>Classification progression</b></p>	<p>General staff shall progress to the next pay point (step) within their Level in accordance with the full-time ordinary hours for their Department and taking into account the College's designation of non-working weeks absence. Therefore progression to a next pay point (step) shall follow:</p>



	<ul style="list-style-type: none"> <li>• Teacher Aide Student Support (Part 8): (academic weeks + 4 weeks annual leave) x 35 hours</li> <li>• Administration (Part 9): 52.18 weeks x 38 hours or for staff designated to be absent during non-term weeks – see note ** below</li> <li>• Operations (Part 10): 52.18 weeks x 38 hours</li> <li>• Tutors/Instructors, Coaches, Sports Assistants: (academic weeks + 4 weeks annual leave) x 35 hours</li> <li>• Bus Drivers and Cleaners (Part 12): (academic weeks + 4 weeks) x 38 hours **</li> <li>• Specialist Support (Part 13) (academic weeks + 4 weeks annual leave) x 35 hours</li> <li>• Executives (Part 14) (there is no step progression within the classification)</li> </ul> <p>** Note: If a General Staff employee is not designated to be absent for all of the non-term weeks, the calculation is (academic weeks + additional weeks (or part weeks) of work during non term weeks + 4 weeks annual leave) x the ordinary hours applicable to them as per the relevant Part of this Agreement.</p>
<b>Ordinary Hours of Work, Duties and related requirements</b>	<p>Refer to Parts 8 to 14</p> <p>Subject to an agreed Flexible Working Arrangement or an Individual Flexibility Agreement in accordance with this Enterprise Agreement, the normal starting and finishing times with the agreed ordinary hours shall be established at the point of engagement and may only be varied by up to 1 hour by Hills College with two (2) weeks' notice, or shorter period by mutual agreement. The total ordinary hours for the status of employment shall not change.</p>
<b>Time in Lieu</b>	Refer to Part 3, Clause 3.17
<b>Reasonable Additional Hours (Overtime)</b>	Refer to Part 2 Clause 3.18
<b>Overtime (payment for reasonable additional hours)</b>	<p>Overtime rates are as follows:</p> <ul style="list-style-type: none"> <li>(a) On any day Monday to Friday where the Employee's total ordinary hours and reasonable additional hours do not exceed a total of 8 hours, the overtime rate is 125% (part-time Employee only);</li> <li>(b) For all reasonable additional hours beyond a total of 8 hours worked on any day, as follows: <ul style="list-style-type: none"> <li>(i) 150% for the first 3 hours Monday to Saturday (includes the first 3 hours of work performed on Saturdays)</li> <li>(ii) 200% thereafter (and includes work performed on Saturdays after 3 hours; and any work performed on Sundays)</li> </ul> </li> </ul>

	<p>(iii) 250% for any work approved to be performed on a Public Holiday</p> <p>For casual Employees the casual loading is also payable but not cumulative. Therefore, if the overtime rate is 125% of the ordinary base rate for a permanent Employee, the total rate payable to a casual Employee is 150% of the ordinary base rate.</p>
<b>Breaks</b>	<p>Rest Breaks</p> <p>An Employee is entitled to a rest break of 10 minutes for each period of 3 hours worked, with a maximum of 2 rest breaks per shift.</p> <p>Where a system of planned rest break time is not in place, the parties agree to irregular access to the same rest period as described in this Part and the Employee shall direct the appropriate times to take the incremental rest pause.</p> <p>Incremental access to rest break time shall not be in addition to scheduled rest break time.</p> <p>Meal Break</p> <p>An Employee is entitled to an unpaid meal break of not less than half an hour and not more than one hour per working day.</p>
<b>Ordinary Hourly Rates</b>	Refer to Schedule 3
<b>Salaries</b>	Hills College may negotiate annual salaries with General Staff Employees at Level 6 or above, which includes remuneration for all ordinary hours, anticipated reasonable additional hours, penalties, loadings and allowances. The Employee's contract of employment will specify the outer limits of such entitlements. An annual salary under this clause is not an annualisation of pay due to Designated non-working weeks absence. Annual salaries will not fall below the Employee's entitlements under this Agreement. Salary conditions will be reviewed each year.
<b>Executive Salaries</b>	An Executive under the General Staff stream is required to work the hours necessary to perform the senior leadership duties and responsibilities set out in their Contract of Employment and is entitled to an annual full-time salary no less favourable than the salary prescribed at Schedule 3. An Executive salary remunerates the Executive for all terms and conditions and includes an allowance for senior leadership duties and responsibilities.
<b>Annual Leave</b>	<b>Annual Leave is contained in Part 4, Clause 4.6 of this Agreement and in Part 2-2, Division 6 of the Act.</b>

**This section is supplementary. Further supplementary provisions may be contained in Parts 8 to 14.**

Annual Leave shall accrue according to the status of employment for full-time (including Designated non-working weeks absence), part-time and fixed term employment calculated on the number of ordinary hours worked.

Annual Leave will ordinarily be required to be taken during Non-term weeks.

A General Staff Employee may apply to the Principal for annual leave during the academic year (term weeks). An application for annual leave during the academic year must have provided sufficient notice, except in emergency or extra-ordinary circumstances. Approval for such applications is at the discretion of the Principal.

Where an Employee has accessed annual leave during the academic year, the portion taken shall be equivalent to a period of leave without pay during Non-term weeks if insufficient annual leave accrual balance is available to be taken.

**Excessive Annual Leave Accrual: Direction by Hills College that leave be taken**

Hills College may genuinely confer with an Employee and may ask the Employee who has an accrued annual leave balance of more than 8 weeks to reduce the annual leave balance. If the parties cannot reach agreement, Hills College may direct the Employee to reduce the annual leave balance provided the rules specified below under 'Requirements for direction or request' are complied with.

**Excessive Annual Leave Accrual: Request by General Staff Employee to take the accrued leave**

A General Staff Employee who has an accrued annual leave balance of more than 8 weeks may genuinely confer with Hills College and may seek to reduce the annual leave by applying to the Principal in writing to reduce the annual leave balance. If the parties cannot reach agreement, the Employee may instruct Hills College on the amount of leave that will be taken, provided that the rules specified below under "Requirement for direction or request" are complied with.

**Requirements for direction or request:**

If agreement is not reached, either party may direct the leave be taken provided that:

- (a) A minimum balance of 6 weeks annual leave remains as the accrued balance of annual leave after the directed or requested leave is taken;
- (b) A request or direction under this section must be for no less than 1 week's annual leave;

	<ul style="list-style-type: none"> <li>(c) The leave must not be directed to be commenced before 8 weeks or after 12 months from the date of the direction;</li> <li>(d) Leave requested or directed must not be inconsistent with any other leave arrangement agreed by Hills College and the Employee;</li> <li>(e) While a direction by Hills College is in place, the Employee may apply for annual leave in accordance with ordinary procedures. The application if approved may require the direction to be amended by Hills College, and this will be provided to the Employee in writing.</li> </ul> <p><b>Cashing out Annual Leave</b></p> <p>A General Staff Employee who is not required to be absent during non-term weeks may apply to cash out annual leave in accordance with the following requirements:</p> <ul style="list-style-type: none"> <li>(a) An application to cash out annual leave must be in writing to the Principal</li> <li>(b) An application to cash out annual leave is only eligible where the annual leave balance is 8 weeks or more after any existing approved annual leave application</li> <li>(c) The remaining balance of annual leave after a cash out of annual leave must not be less than 4 weeks</li> <li>(d) Only one application to cash out annual leave can be submitted during a calendar year</li> <li>(e) Once an application has been approved, it will be paid to the Employee in the following pay run and cannot be withdrawn</li> <li>(f) Annual Leave Loading shall be paid on the annual leave cashed out</li> </ul>
<p><b>Public Holidays</b></p>	<p>If a General Staff Employee employed on a permanent basis including by fixed term, who is paid by hourly rate, is requested by Hills College to work on a public holiday or its gazette substitute day, and agrees to do so, the General Staff Employee is entitled to payment at the rate of 250% of their base rate of pay for the work approved to be performed.</p> <p>Alternatively, the hourly rate Employee may agree with Hills College in writing to substitute the gazette public holiday or its gazette substitute day, with a day agreeable to the College and the Employee.</p> <p>If a General Staff Employee who is paid by annual salary, is requested by Hills College to work on a public holiday or its gazette substitute day, and agrees to do so, or who self directs the performance of work on that day, no further payment is payable to the Employee.</p> <p>Hills College shall ensure that salaries calculated for salaried General Staff Employees are sufficient to cover work anticipated to be worked on Public Holidays. Such Employee shall keep the College informed of when work is performed on Public Holidays and such work performed should only be work necessary work. Where the salary does not include sufficient remuneration to cover work performed on public holidays, Hills College will</p>

	<p>ensure that the Employee is notified of this, and that the Employee may apply for a substitute day; or shall be paid their ordinary hourly rate multiplied by <b>250%</b>.</p> <p>Note: Only General Staff Employees Level 6 and higher are eligible to be paid by annual salary.</p> <p>Employees engaged on a casual basis will not be requested or rostered to work on a Public Holiday or its gazetted substitute day.</p>
<b>Termination of Employment</b>	<p>Termination of Employment is contained in Part 3, clause 3.14 of this Agreement and in Division 11 of Part 2-2 of the Act.</p> <p>This clause supplements those provisions.</p> <p>A General Staff Employee who wishes to resign must provide notice in accordance with Clause 3.14 of this Agreement, or less if approved to do so by the Principal. In these circumstances, there will be no deduction from termination pay for the approved period of notice not provided.</p> <p>If the Employee has provided less notice than required, without approval by the Principal, Hills College is entitled to withhold from wages due to the Employee on termination, an amount equal to the Employee's ordinary pay for the period by which the notice given falls short of the required notice with a maximum deduction of 1 week's wages from the Employee's wages payable at termination.</p>
<b>Redundancy</b>	<p>Redundancy is contained in Part 3, clause 3.15 of this Agreement and in Division 11 of Part 2-2 of the Act.</p>

**PART 8 - CLASSROOM AND STUDENT SUPPORT (TEACHER AIDES: STUDENT SUPPORT, TECHNICIANS, AND CURRICULUM RESOURCES) (GENERAL STAFF EMPLOYEES)**

TOPIC	DESCRIPTION
<b>Scope</b>	Classroom and Student Support General Staff Employees are vital support to Hills College Teachers and Hills College students. Classroom and Student Support undertake the duties set out in the Classification description to maximise quality learning for students and support for Teachers.
<b>Qualifications</b>	Qualifications are incorporated into Classification Descriptions
<b>Status of Employment</b>	<p>Full-time Employees are engaged to work an average of 70 hours in each fortnightly pay period.</p> <p>Part-time Employees are engaged to work a lesser number than the full-time equivalent. In this case, the part-time pro rata will be compared to 70 ordinary hours per fortnight (full-time).</p> <p>Casual Employees are as per Part 7.</p> <p>An Employee covered by this Part shall be absent in accordance with the definition in this Agreement for Designated non-working weeks' absence.</p>
<b>Ordinary Hours</b>	<p>The span of hours during which ordinary hours shall be worked continuously (except for meal breaks) is 7.00 am and 6.00pm Monday to Friday</p> <p>Generally, the options for Teacher Aides Learning Support General Staff Employees are to choose their preferred hours between 8am and 4pm to achieve 35 ordinary hours per week, i.e. 8am to 3.30pm with 30 minutes unpaid meal break or 8.30am to 4pm with 30 minutes unpaid meal break; or equivalent times such as 8.40am to 4.10pm with 30 minutes unpaid meal break. Other options can be agreed with Hills College within the span of hours.</p>
<b>Breaks</b>	<p>See Part 7</p> <p>Supplementary Clause:</p> <p>If necessary to achieve the delivery of education and break times for students, or where Hills College agrees to a request from an Employee to combine the rest breaks, two rest breaks may be combined to form 1 daily rest break of 20 minutes.</p>
<b>Classification Structure</b>	Refer to Schedule 2

**PART 9 - ADMINISTRATION (INCLUDING STUDENT ADMIN AND PARENT ADMIN), FINANCE, PAYROLL, HUMAN RESOURCES, AND OTHER PROFESSIONS SUCH AS IT AND MARKETING (GENERAL STAFF EMPLOYEES)**

TOPIC	DESCRIPTION
<b>Scope</b>	Hills College Administration Team provide the inherent administrative support to operate an educational College. The Administrative team includes parent and student administration, College administration, finance, human resources and related allied professions such as IT, marketing, public relations.
<b>Qualifications</b>	Qualifications are included in the Classifications.
<b>Status of Employment</b>	<p>Full-time Employees are engaged to work an average of 76 ordinary hours in each fortnightly pay period.</p> <p>An Administration Employee who is primarily student administration or parent administration and whose duties are not required during Non-term weeks, or for some of the Non-term weeks, shall be absent in accordance with the definitions in this Agreement for Designated non-working weeks absence.</p> <p>Part-Time and Casual are as per Part 7.</p>
<b>Ordinary Hours</b>	The span of hours during which ordinary hours shall be worked continuously (except for meal breaks) is between 7.00 a.m. and 6.00 p.m. on Monday to Friday.
<b>Classification Structure</b>	Refer to Schedule 2

**PART 10 - OPERATIONS (PROJECTS, MAINTENANCE AND GROUNDS) (GENERAL STAFF EMPLOYEES)**

<b>TOPIC</b>	<b>DESCRIPTION</b>
<b>Scope</b>	This Part applies to Employees who are engaged in relation to College building and grounds projects, and the maintenance of the College's land, buildings, grounds and associated plant and equipment.
<b>Qualifications</b>	Qualifications are included in the Classifications.
<b>Status of Employment</b>	<p>Full-time Employees are engaged to work an average of 76 ordinary hours in each fortnightly pay period.</p> <p>Part-Time and Casual are as per Part 7.</p>
<b>Ordinary Hours of Work, Duties and related requirements</b>	<p>Ordinary hours of work shall be worked continuously (except for meal breaks) between 6.00 a.m. and 6.00 p.m. on Monday to Friday.</p> <p>Ordinary hours may also be worked on Saturday mornings between 6am and 12 noon to perform gardening and turf maintenance. Ordinary hours performed on Saturdays shall be paid at the rate of 150% of the applicable ordinary hourly rate.</p> <p>Commencement and finish times may change between summer and winter months by agreement between an Employee and the Employee's manager.</p> <p>The Maintenance Manager, a Maintenance Supervisor, or the Operations Manager may have to attend the College on Sundays for emergency situations that become known. The hourly rate attributed to this attendance is 200% of the Employee's applicable ordinary hourly rate. If the Employee is salaried, when reviewing salary conditions any work performed on Sundays will be calculated at 200%. An Employee at this Level may otherwise take reciprocal time off during the week to compensate for the time worked.</p>
<b>Classification Structure</b>	Refer to Schedule 2



**PART 11 - TUTORS/INSTRUCTORS, COACHES, SPORTS ASSISTANTS (INCLUDING HILLS LANGUAGE COLLEGE ENGLISH LANGUAGE TUTORS/INSTRUCTORS) (GENERAL STAFF EMPLOYEES)**

TOPIC	DESCRIPTION
<b>Scope</b>	Coaches and Tutor/Instructors are vital educators at Hills College. Hills College proudly includes Hills Learning Centre for international students needing English language proficiency. Hills College also proudly includes music tutoring and sport coaching.
<b>Qualifications</b>	Qualifications are incorporated into Classification Descriptions
<b>Status of Employment</b>	<p>Full-time Employees are engaged to work an average of 70 hours in each fortnightly pay period. Part-time Employees are engaged to work a lesser number than the full-time equivalent. In this case, the part-time pro rata will be compared to 70 ordinary hours per fortnight (full-time).</p> <p>Casual employment is in accordance with Part 7.</p> <p>An Employee covered by this Part shall be absent in accordance with the definition in this Agreement for Designated non-working weeks absence.</p>
<b>Ordinary Hours</b>	<p>Ordinary hours of work shall be worked continuously (except for meal breaks) between 6.00 a.m. and 6.00 p.m. on Monday to Friday for Tutors/Instructors and sports assistants and coaches</p> <p>Employees may also perform ordinary hours on Saturdays between 6.00 am and 6.00 pm.</p> <p>Ordinary hours performed on Saturdays shall be paid at the rate of 150% of the applicable ordinary hourly rate.</p> <p>All hours performed on Sunday (ordinary or additional hours) are paid at the rate of 200% of the applicable ordinary hourly rate.</p> <p>Ordinary hours of work include the ordinary hours required to attend all school meetings no more than 10 times per term.</p>
<b>Reasonable Additional Hours</b>	<p>See Part 7 – Reasonable Additional Hours and Time In Lieu</p> <p>Duties must be performed during ordinary hours. Any reasonable additional hours for the purposes of marking, assessment, lesson preparation etc must be agreed in advance with the Head of Department and may be paid as overtime or taken as Time in Lieu.</p>

<p><b>Duties Special Provision</b></p>	<p><b>College, Co-Curricular, Extra-curricular and Community Events</b></p> <p>Employees under this Part may be required to select and participate in at least 1 additional extra-curricular activity per annum.</p> <p>The types of extra-curricular activities include (but is not limited to) College discos, Year 6 and Year 12 graduation ceremonies held after hours, P and F events including the Rodeo, College Ball, Trivia Nights and similar, after-hours activities such as LAN Night or Vinnies Sleepout, musical and dramatic productions.</p> <p>Such hours shall be treated as ordinary hours or reasonable additional hours depending on the time when the extra-curricular activity is performed and whether the duty is beyond ordinary hours.</p>
<p><b>Induction, Professional Development and Resources</b></p>	<p>A new Employee shall undertake an induction process to assist their introduction to their new working environment and their development within the role.</p> <p><b>Induction shall include:</b></p> <ul style="list-style-type: none"> <li>(a) an initial induction and orientation of the new College workplace;</li> <li>(b) identification of professional development support including (where necessary): <ul style="list-style-type: none"> <li>(i) Teaching practice observation time;</li> <li>(ii) joint and structured planning;</li> <li>(iii) mentoring</li> <li>(iv) professional development.</li> </ul> </li> </ul> <p><b>Portfolio</b></p> <p>An Employee may request written confirmation of Professional Development provided by the College.</p> <p><b>Resources</b></p> <p>Tutor/Instructors will be provided with the appropriate resources as the Principal considers necessary, but those resources will remain the property of the College.</p>
<p><b>Classification Structure</b></p>	<p>Refer to Schedule 2</p>

**PART 12 - BUS DRIVERS AND CLEANERS (GENERAL STAFF EMPLOYEES)**

<b>TOPIC</b>	<b>DESCRIPTION</b>
<b>Scope</b>	Bus Drivers and Cleaners provide vital services at Hills College.
<b>Qualifications</b>	Qualifications are incorporated into Classification Descriptions
<b>Status of Employment</b>	<p>Bus Drivers and Cleaners may be engaged on a part-time or casual basis in accordance with Part 7.</p> <p>Part-Time shall be the pro rata number of hours compared to 76 ordinary hours per fortnight (full-time).</p> <p>Part-time Employees covered by this Part shall be absent in accordance with the definition in this Enterprise Agreement for Designated non-working weeks absence.</p> <p>Casual Employees shall be engaged in accordance with Part 7.</p>
<b>Ordinary Hours</b>	<p>Ordinary hours of work shall be worked continuously (except for meal breaks) between 6.00 a.m. and 6.00 p.m. on Monday to Friday.</p> <p>Where the daily span of hours needs to change by up to 1 hour, Hills College will consult with affected workers for their consent. Where the span of hours is agreed to change, the total number of hours shall be no greater than 12.</p> <p>Where the span of hours changes, such hours shall be paid at the ordinary hourly rate.</p> <p><b>Broken Shifts</b> A bus driver or cleaner may be engaged in two separate shifts per day of no less than 2 hours per shift. The start of the first shift and the end of the second shift shall fall within the ordinary span of hours described above, including where mutually agreed to change by 1 hour.</p> <p>Each split shift attracts a penalty rate of 15%.</p>
<b>Classification Structure</b>	Refer to Schedule 2

**PART 13 - SPECIALIST SUPPORT (GENERAL STAFF EMPLOYEES)**

<b>TOPIC</b>	<b>DESCRIPTION</b>
<b>Scope</b>	Hills College Specialist Support provides additional support to Hills College teachers and students in line with their professional occupation.
<b>Qualifications</b>	Qualifications are included in the Classifications.
<b>Status of Employment</b>	<p>Full-time Employees are engaged to work an average of 70 ordinary hours in each fortnightly pay period.</p> <p>Part-time Employees are engaged to work a lesser number than the full-time equivalent. In this case, the part-time pro rata will be compared to 70 ordinary hours per fortnight (full-time).</p> <p>A Specialist Support Employee not required during Non-term weeks, or for some of the Non-term weeks, shall be absent in accordance with the definitions in this Enterprise Agreement for Designated non-working weeks absence.</p>
<b>Ordinary Hours</b>	The span of hours during which ordinary hours shall be worked continuously (except for meal breaks) is between 7.00 a.m. and 6.00 p.m. on Monday to Friday.
<b>Classification Structure</b>	Refer to Schedule 2

**PART 14****HILLS COLLEGE EXECUTIVES**

<b>TOPIC</b>	<b>DESCRIPTION</b>
<b>Scope</b>	<p>Hills College Executives are Senior Leadership positions appointed by the Principal/CEO to lead and support all areas of the College.</p> <p>Executive roles may be appointed from the Teaching and General Staff streams (Parts 6 to 13).</p> <p>Executives may undertake, oversee and manage the duties contained in the relevant Part of this Agreement in accordance with their Contract of Employment.</p>
<b>Qualifications</b>	Qualifications shall be as determined by the College.
<b>Status of Employment</b>	Executive roles at Hills College are permanent roles (full-time or part-time) and may be a fixed term appointment where a short term or defined vacancy exists. Such appointments shall be in accordance with the Act.
<b>Ordinary Hours And Additional Hours</b>	Ordinary hours of work for executive roles shall be in accordance with the relevant Part. Executive roles are inclusive of reasonable additional hours to fulfil the requirements of the role.

## SCHEDULE 1: NATIONAL TRAINING WAGE

### E.1 Definitions

#### E.1.1 In this schedule:

**Adult trainee** means a trainee who would qualify for the highest minimum wage in wage level A, B or C if covered by that wage level.

**Approved training**, in relation to a trainee, means the training specified in the training contract of the trainee.

**Australian Qualifications Framework (AQF)** means the national framework for qualifications in post-compulsory education and training.

**Relevant Ministers** means the Commonwealth, State and Territory Ministers responsible for vocational education and training.

**Relevant State or Territory training authority** means a body in the relevant State or Territory that has power to approve traineeships, and to register training contracts, under the relevant State or Territory vocational education and training legislation.

**Relevant State or Territory vocational education and training legislation** means the following or any successor legislation:

*Further Education and Training Act 2014 (Qld).*

**Trainee** means an employee undertaking a traineeship under a training contract.

**Traineeship** means a system of training that:

- (a) has been approved by the relevant State or Territory training authority; and
- (b) meets the requirements of a training package developed by the relevant Skills Service Organisation and endorsed by the Australian Industry and Skills Committee; and
- (c) leads to an AQF certificate level qualification.

**Training contract** means an agreement for a traineeship made between an employer and an employee that is registered by the relevant State or Territory training authority.

**Training package** means the competency standards and associated assessment guidelines for an AQF certificate level qualification that have been endorsed for an industry or enterprise by the Australian Industry and Skills Committee and placed on the National Training Information Service with the approval of the relevant Ministers and includes any relevant replacement training package.

**Wage level A, B or C**, see clause E.4.

**Year 10** includes any year before Year 10.

#### E.1.2 A reference in this schedule to **out of School** refers only to periods out of school beyond Year 10 as at 1 January in each year and is taken to:

- (a) include any period of schooling beyond Year 10 that was not part of, or did not contribute to, a completed year of schooling; and

- (b) include any period during which a trainee repeats, in whole or part, a year of schooling beyond Year 10; and
- (c) not include any period during a calendar year after the completion during that year of a year of schooling.

## **E.2 Coverage**

- E.2.1 Subject to clauses E.2.2 to E.2.5, this schedule applies to an employee covered by this Enterprise Agreement who is undertaking a traineeship and whose training package and AQF certificate level are allocated to a wage level by clause E.6 or by clause E.4.4.
- E.2.2 This schedule only applies to AQF Certificate Level IV traineeships for which a relevant AQF Certificate Level III traineeship is listed in clause E.6.
- E.2.3 This schedule does not apply to:
  - (a) the apprenticeship system; or
  - (b) qualifications not identified in training packages; or
  - (c) qualifications in training packages that are not identified as appropriate for a traineeship.
- E.2.4 If this schedule is inconsistent with other provisions of this Enterprise Agreement relating to traineeships, the other provisions prevail.
- E.2.5 This schedule ceases to apply to an employee at the end of the traineeship.

## **E.3 Types of traineeships**

The following types of traineeships are available:

- E.3.1 A full-time traineeship based on 38 ordinary hours per week, with **20%** of those hours being approved training;
- E.3.2 A part-time traineeship based on fewer than 38 ordinary hours per week, with **20%** of those hours being approved training provided:
  - (a) wholly on the job; or
  - (b) partly on the job and partly off the job; or
  - (c) wholly off the job.

## **E.4 Minimum rates**

- E.4.1 Minimum weekly rates for full-time traineeships
  - (a) Wage level A

The minimum rate for a full-time trainee undertaking an AQF Certificate Level I–III traineeship whose training package and AQF certificate levels are allocated to wage level A by clause E.6.1 is the weekly rate specified in Column 2 of **Table 1—Wage level A minimum weekly rate for full-time trainees (AQF Certificate Level I–III)**

**traineeship)** according to the highest year of Schooling completed by the trainee specified in that column and the experience level of the trainee specified in Column 1.

**Table 1—Wage level A minimum weekly rate for full-time trainees (AQF Certificate Level I–III traineeship)**

Column 1 Experience level of trainee	Column 2 Highest year of Schooling completed		
	Year 10	Year 11	Year 12
	per week	per week	per week
	\$	\$	\$
School leaver	401.5935	442.1395	525.9485
Plus 1 year out of School	442.1395	525.9485	612.0565
Plus 2 years out of School	525.9485	612.0565	712.272
Plus 3 years out of School	612.0565	712.272	815.518
Plus 4 years out of School	712.272	815.518	
Plus 5 or more years out of School	815.518		

NOTE: See clause E.4.3 for other minimum wage provisions that affect clause E.4.1(a).

(b) Wage level B

The minimum rate for a full-time trainee undertaking an AQF Certificate Level I–III traineeship whose training package and AQF certificate levels are allocated to wage level B by clause E.6.2 or by clause E.4.4 is the weekly rate specified in Column 2 of **Table 2—Wage level B minimum weekly rate for full-time trainees (AQF Certificate Level I–III traineeship)** according to the highest year of Schooling completed by the trainee specified in that column and the experience level of the trainee specified in Column 1.

**Table 2—Wage level B minimum weekly rate for full-time trainees (AQF Certificate Level I–III traineeship)**

Column 1 Experience level of trainee	Column 2 Highest year of Schooling completed		
	Year 10	Year 11	Year 12
	per week	per week	per week
	\$	\$	\$
School leaver	401.5935	442.1395	512.5725



Column 1 Experience level of trainee	Column 2 Highest year of Schooling completed		
	Year 10	Year 11	Year 12
	per week	per week	per week
Plus 1 year out of School	442.1395	512.5725	589.589
Plus 2 years out of School	512.5725	589.589	691.581
Plus 3 years out of School	589.589	691.581	788.6615
Plus 4 years out of School	691.581	788.6615	
Plus 5 or more years out of School	788.6615		

NOTE: See clause E.4.3 for other minimum wage provisions that affect clause E.4.1(b).

(c) Wage level C

The minimum rate for a full-time trainee undertaking an AQF Certificate Level I–III traineeship whose training package and AQF certificate levels are allocated to wage level C by clause E.6.3 is the weekly rate specified in Column 2 of **Table 3—Wage level C minimum weekly rate for full-time trainees (AQF Certificate Level I–III traineeship)** according to the highest year of Schooling completed by the trainee specified in that column and the experience level of the trainee specified in Column 1.

**Table 3—Wage level C minimum weekly rate for full-time trainees (AQF Certificate Level I–III traineeship)**

Column 1 Experience level of trainee	Column 2 Highest year of Schooling completed		
	Year 10	Year 11	Year 12
	per week	per week	per week
	\$	\$	\$
School leaver	401.5935	442.1395	512.5725
Plus 1 year out of School	442.1395	512.5725	579.6615
Plus 2 years out of School	512.5725	579.6615	647.5865
Plus 3 years out of School	579.6615	647.5865	721.259
Plus 4 years out of School	647.5865	721.259	
Plus 5 or more years out of School	721.259		

NOTE: See clause E.4.3 for other minimum wage provisions that affect clause E.4.1(c).

(d) AQF Certificate Level IV traineeships

- (i) The minimum rate for a full-time trainee undertaking an AQF Certificate Level IV traineeship is the minimum rate for the relevant full-time AQF Certificate Level III traineeship increased by **3.8%**.
- (ii) The minimum rate for a full-time adult trainee undertaking an AQF Certificate Level IV traineeship is the weekly rate specified in Column 2 or 3 of **Table 4—Minimum weekly rate for full-time adult trainees (AQF Certificate Level IV traineeship)** according to the year of the traineeship specified in those columns and the relevant wage level for the relevant AQF Certificate Level III traineeship specified in Column 1.

**Table 4—Minimum weekly rate for full-time adult trainees (AQF Certificate Level IV traineeship)**

Column 1 Wage level	Column 2 First year of traineeship	Column 3 Second and subsequent years of traineeship
	per week	per week
	\$	\$
A	846.45	878.636
B	818.653	849.794
C	748.7425	777.062

NOTE: See clause E.4.3 for other minimum wage provisions that affect clause E.4.1(d).

E.4.2 Minimum hourly rates for part-time traineeships

(a) Wage level A

The minimum hourly rate for a part-time trainee undertaking an AQF Certificate Level I–III traineeship whose training package and AQF certificate levels are allocated to wage level A by clause E.6.1 is the hourly rate specified in Column 2 of **Table 5—Wage level A minimum hourly rate for part-time trainees (AQF Certificate Level I–III traineeship)** according to the highest year of Schooling completed by the trainee specified in that column and the experience level of the trainee specified in Column 1.

**Table 5—Wage level A minimum hourly rate for part-time trainees (AQF Certificate Level I–III traineeship)**

Column 1 Experience level of trainee	Column 2 Highest year of Schooling completed		
	Year 10	Year 11	Year 12
	per hour	per hour	per hour
	\$	\$	\$
School leaver	13.2088	14.5464	17.29475
Plus 1 year out of School	14.5464	17.29475	20.13715
Plus 2 years out of School	17.29475	20.13715	23.4289

Column 1 Experience level of trainee	Column 2 Highest year of Schooling completed		
	Year 10	Year 11	Year 12
	per hour	per hour	per hour
	\$	\$	\$
Plus 3 years out of School	20.13715	23.4289	26.8356
Plus 4 years out of School	23.4289	26.8356	
Plus 5 or more years out of School	26.8356		

NOTE: See clause E.4.2(f) for calculating the actual minimum wage. See also clause E.4.3 for other minimum wage provisions that affect clause E.4.2(a).

(b) Wage level B

The minimum hourly rate for a part-time trainee undertaking an AQF Certificate Level I–III traineeship whose training package and AQF certificate levels are allocated to wage level B by clause E.6.2 or by clause E.4.4 is the hourly rate specified in Column 2 of **Table 6—Wage level B minimum hourly rate for part-time trainees (AQF Certificate Level I–III traineeship)** according to the highest year of Schooling completed by the trainee specified in that column and the experience level of the trainee specified in Column 1.

**Table 6—Wage level B minimum hourly rate for part-time trainees (AQF Certificate Level I–III traineeship)**

Column 1 Experience level of trainee	Column 2 Highest year of Schooling completed		
	Year 10	Year 11	Year 12
	per hour	per hour	per hour
	\$	\$	\$
School leaver	13.2088	14.5464	16.8663
Plus 1 year out of School	14.5464	16.8663	19.3952
Plus 2 years out of School	16.8663	19.3952	22.74965
Plus 3 years out of School	19.3952	22.74965	25.94735
Plus 4 years out of School	22.74965	25.94735	
Plus 5 or more years out of School	25.94735		

NOTE: See clause E.4.2(f) for calculating the actual minimum wage. See also clause E.4.3 for other minimum wage provisions that affect clause E.4.2(b).

(c) Wage level C

The minimum hourly rate for a part-time trainee undertaking an AQF Certificate Level I–III traineeship whose training package and AQF certificate levels are allocated to wage level C by clause E.6.3 is the hourly rate specified in Column 2 of **Table 7—Wage level C minimum hourly rate for part-time trainees (AQF Certificate Level I–III traineeship)** according to the highest year of Schooling completed by the trainee specified in that column and the experience level of the trainee specified in Column 1.

**Table 7—Wage level C minimum hourly rate for part-time trainees (AQF Certificate Level I–III traineeship)**

Column 1 Experience level of trainee	Column 2 Highest year of Schooling completed		
	Year 10	Year 11	Year 12
	per hour	per hour	per hour
	\$	\$	\$
School leaver	13.2088	14.5464	16.8663
Plus 1 year out of School	14.5464	16.8663	19.0608
Plus 2 years out of School	16.8663	19.0608	21.30755
Plus 3 years out of School	19.0608	21.30755	23.7215
Plus 4 years out of School	21.30755	23.7215	
Plus 5 or more years out of School	23.7215		

NOTE: See clause E.4.2(f) for calculating the actual minimum wage. See also clause E.4.3 for other minimum wage provisions that affect clause E.4.2(c).

(d) School-based traineeships

The minimum hourly rate for a part-time trainee who works ordinary hours and is undertaking a School-based AQF Certificate Level I–III traineeship whose training package and AQF certificate levels are allocated to wage levels A, B or C by clause E.6 or by clause E.4.4 is the hourly rate in Column 1 or 2 of **Table 8—Minimum hourly rate for part-time trainees (School-based AQF Certificate Level I–III traineeship)** according to the year of Schooling of the trainee.

**Table 8—Minimum hourly rate for part-time trainees (School-based AQF Certificate Level I–III traineeship)**

Column 1 Year 11 or lower	Column 2 Year 12
per hour	per hour
\$	\$
13.2088	14.5464

NOTE: See clause E.4.2(f) for calculating the actual minimum wage. See also clause E.4.3 for other minimum wage provisions that affect clause E.4.2(d).

(e) AQF Certificate Level IV traineeships

- (i) The minimum hourly rate for a part-time trainee undertaking an AQF Certificate Level IV traineeship is the minimum hourly rate for the relevant part-time AQF Certificate Level III traineeship increased by **3.8%**.
- (ii) The minimum hourly rate for a part-time adult trainee undertaking an AQF Certificate Level IV traineeship is the hourly rate in Column 2 or 3 of **Table 9—Minimum hourly rate for part-time adult trainees (AQF Certificate Level IV traineeship)**, according to the year of the traineeship specified in those columns and the relevant wage level for the relevant AQF Certificate Level III traineeship specified in Column 1.

**Table 9—Minimum hourly rate for part-time adult trainees (AQF Certificate Level IV traineeship)**

Column 1 Wage level	Column 2 First year of traineeship	Column 3 Second and subsequent years of traineeship
	per hour	per hour
	\$	\$
A	27.84925	28.89425
B	26.92965	27.95375
C	24.63065	25.5607

NOTE: See clause E.4.2(f) for calculating the actual minimum wage. See also clause E.4.3 for other minimum wage provisions that affect clause E.4.2(e).

(f) Calculating the actual minimum wage

- (i) If fewer than 38 (or an average of 38) ordinary hours of work per week is considered full-time at the workplace by the employer, the appropriate minimum hourly rate for a part-time trainee is obtained by multiplying the relevant minimum hourly rate in clauses E.4.2(a) to E.4.2(e) by 38 and then dividing the figure obtained by the full-time ordinary hours of work per week.
- (ii) If the approved training for a part-time traineeship is provided wholly off-the-job by a registered training organisation, for example at School or at TAFE, the relevant minimum hourly rate in clauses E.4.2(a) to E.4.2(e) applies to each ordinary hour worked by the trainee.
- (iii) If the approved training for a part-time traineeship is undertaken solely on-the-job or partly on-the-job and partly off-the-job, the relevant minimum hourly rate in clauses E.4.2(a) to E.4.2(e) minus **20%** applies to each ordinary hour worked by the trainee.

E.4.3 Other minimum wage provisions

- (a) Clause E.4.3 applies despite anything to the contrary in clause E.4.2 or E.4.4.
- (b) An employee who was employed by an employer immediately before becoming a trainee with that employer must not suffer a reduction in their minimum rate of pay because of becoming a trainee.
- (c) For the purpose of determining whether a trainee has suffered a reduction as mentioned in clause E.4.3(b), casual loadings are to be disregarded.

- (e) If a qualification is converted from an AQF Certificate Level II to an AQF Certificate Level III traineeship, or from an AQF Certificate Level III to an AQF Certificate Level IV traineeship, then the trainee must be paid the next highest minimum wage provided in this schedule, if a higher minimum wage is provided for the new AQF certificate level.

**E.4.4 Default wage rate**

The minimum wage for a trainee undertaking an AQF Certificate Level I–III traineeship whose training package and AQF certificate level are not allocated to a wage level by clause E.6 is the relevant minimum wage under this schedule for a trainee undertaking an AQF Certificate to Level I–III traineeship whose training package and AQF certificate level are allocated to wage level B.

**E.5 Employment conditions**

- E.5.1 A trainee undertaking a School-based traineeship may agree to be paid an additional loading of **25%** on all ordinary hours worked instead of being paid annual leave, paid personal/carer’s leave, paid compassionate leave and paid absence on public holidays. However, if the trainee works on a public holiday, the public holiday provisions of this Enterprise Agreement apply.
- E.5.2 A trainee is entitled to be released from work without loss of pay and without loss of continuity of employment to attend any training and assessment specified in, or associated with, the training contract.
- E.5.3 Time spent by a trainee, other than a trainee undertaking a School-based traineeship, in attending any training and assessment specified in, or associated with, the training contract is to be regarded as time worked for the employer for the purposes of calculating the trainee’s wages and determining the trainee’s employment conditions.
- E.5.4 The time to be included for the purpose of calculating the wages for part-time trainees whose approved training is wholly off-the-job is determined by clauses E.4.2(f)(ii) and E.4.2(f)(iii) and not by clause E.5.3.
- E.5.5 Subject to clause E.2.4, this Enterprise Agreement applies to a trainee in the same way that it applies to an employee who is not a trainee except as otherwise expressly provided by this schedule.

**E.6 Allocation of traineeships to wage levels**

The wage levels applying to training packages and their AQF certificate levels are:

**E.6.1 Wage level A**

<b>Training package</b>	<b>AQF certificate level</b>
Business Services	I, II, III
Information and Communications Technology	I, II, III
Laboratory Operations	II, III
Museum, Library and Library/Information Services	II, III
Training and Assessment	III

E.6.2 Wage level B

<b>Training package</b>	<b>AQF certificate level</b>
Animal Care and Management	I, II, III
Asset Maintenance	I, II, III
Visual Arts, Craft and Design	I, II, III

E.6.3 Wage level C

<b>Training package</b>	<b>AQF certificate level</b>
Music	I, II, III

## SCHEDULE 2: GENERAL STAFF CLASSIFICATIONS

Guide for classifying employees:

Level	Supervision of Employee	Assist or Supervise Others	Relevant Qualifications and/or relevant equivalent Experience	Competency	Responsibility Level
1	Direct to Close; work is regularly checked; involves detailed instructions; less SV when in teams	No	No qualifications and no prior related work experience	Learning application and knowledge to a limited range of tasks; specific range of contexts; established routines and methods and procedures that are predictable; judgment against established criteria	Learning and performing tasks competently; contributing to team processes.
2	Direct or Routine (work is intermittently checked); general guidance when working in teams	Assist Level 1; or 2 if less experienced	Year 12; or Cert I or Cert II; at least related work experience	Application of knowledge and skills to tasks; choice of actions is clear; limited complexity of actions required; established routines, methods and procedures; some discretion and judgement required	Within a team, responsibility for some coordination may be required; competently performing tasks; building initiative; contributing to team processes.
3	Limited supervision; work may be checked in relation to overall progress; supervision may be broad guidance	Team co-ordination or assistance/guidance may be provided to other Employees	Cert III; or lower Certs and relevant experience (min 2 years);  Relevant experience only of min 4 years can be accepted where non trade work is required only.	Application of knowledge and depth in some areas; range of tasks/contexts; some complexity; routine methods and procedures; some discretion and judgment for techniques, equipment and work organisation	Limited responsibility for the work of others may be involved; competently performing tasks and contributing initiative; actively assisting successful completion of team processes



<b>Level</b>	<b>Supervision of Employee</b>	<b>Assist or Supervise Others</b>	<b>Relevant Qualifications and/or relevant equivalent Experience</b>	<b>Competency</b>	<b>Responsibility Level</b>
<b>4</b>	Limited to General supervision	Supervise/assist/guide work of others (same / lower experience or level); guide or facilitate teams	Cert IV or equivalent qualification with min 1 year post qualification experience; or lower qualifications with extensive relevant experience (minimum 4 years); or no qualifications with minimum relevant experience of 5 years  Note: TESOL/ELICOS training below Diploma Level. Note TESOL/ELICOS qualification is required for Language College Tutors/Instructors	Application of knowledge with depth in some areas; wide tasks/contexts; complexity; discretion and judgment for techniques, equipment and work organisation	Support/mentoring for others may be defined; competently performing tasks; accepting wider responsibilities; coordinating and leading team processes if required
<b>5</b>	General Supervision and Broad Guidance	Supervise others; Guide Teams;	Diploma/Associate diploma and min 2 year's experience; or degree with no post degree relevant experience; or equivalent relevant experience (minimum 6 years)  Note: TESOL/ELICOS Diploma Level is required for Language College Tutor/Instructors	Self directed application of knowledge with substantial depth in some areas; technical and highly specific contexts; discretion and judgment for techniques, equipment and work organisation	Planning and management for the work of others; competently performing tasks; accepting wider responsibilities; coordinating and leading team processes
<b>6</b>	Limited Supervision Limited Guidance Direction from Department Manager/Executives	Responsibility and accountability within defined parameters for supervision and monitoring of Employees at lower level	Degree with subsequent relevant experience; or extensive relevant experience (minimum 8 years)	Development and application of professional knowledge in a specialized area/utilizing a broad range of skills; independent and non routine competencies	Responsibility and accountability within defined parameters for defined work function including planning and management for the work of others as required

<b>Level</b>	<b>Supervision of Employee</b>	<b>Assist or Supervise Others</b>	<b>Relevant Qualifications and/or relevant equivalent Experience</b>	<b>Competency</b>	<b>Responsibility Level</b>
<b>7</b>	Limited supervision; Broad Guidance and Strategy from Senior Leadership, Business Manager and Board	Skilled Technician role; may include supervision of project team members.	Degree qualifications with broad and relevant experience; an equivalent combination of relevant experience and/or education/training; or extensive relevant experience (min 10 years)	Within constraints set by senior leadership and management: exercise initiative; independent discretion and judgment. High proportion of work carrying out specialized or professional functions. Manage assigned risk.	Professional content of work performed; Responsibility and accountability within defined parameters for defined work function
<b>8</b>	Autonomous; Broad Guidance and Strategy from CEO, Business Manager and Board.	Active supervision and responsible for Department and Team;		In line with HIC goals and objectives: exercise initiative; independent discretion and judgment. High proportion of work carrying out complex, administrative and professional functions, coordination and management of team/s within an interdisciplinary environment. Manage assigned risk.	Manage a department or functional unit in line with HIC goals and strategy. Design and implement policy and procedures. Manage assigned risk. Report to the CEO, Business Manager and Board

## **GENERAL STAFF CLASSIFICATION STRUCTURE**

### **PART 8: CLASSROOM AND CURRICULUM SUPPORT SERVICES TEAM (TEACHER AIDE STUDENT SUPPORT, AND TEACHING TEAM ASSISTANTS SUCH AS TECHNICIANS AND CURRICULUM/RESOURCES SUPPORT) (GENERAL STAFF EMPLOYEES)**

#### **LEVEL 3**

This Level is a training level to support the learning of the Team Member in all processes listed below relevant to Level 4.

Depending on the prior qualifications and experience of the Employee, the training period applied will be between 1 Term and 4 Terms.

At Level 3, the Team Member is required to learn and participate in all processes and responsibilities stated below.

#### Teacher Aide Student Support

- Assist teachers in preparing teaching materials and adapting existing resources.
- Provide in-class support to classroom teachers.
- Assist developmentally appropriate student learning, either individually or in groups, under the general supervision of an academic staff member(s). Employees at this level are required to exercise discretion and judgement to modify education programmes to meet the learning needs of specific students.
- Undertake tasks as directed by the classroom teacher, Head of Inclusive Education, or Executive member.
- Conduct one-to-one and small-group tuition sessions under the supervision of academic staff.
- Provide support during assignments and examinations.
- Provide administrative support to the Head of Inclusive Education, if required.
- Evaluate and assess the learning needs of students with discretion and judgment.
- Attend and contribute to team and department meetings as required.
- Utilise Hills International College's methods of data collection for behaviour (TASS), as well as Teaching and Learning.
- Ensure confidentiality, tact, reliability and sensitivity to students and their families.
- Create, collect, maintain, use, disclose, duplicate, and dispose of information in accordance with HIC's relevant policies.
- Assist students with basic and fundamental IT skills to ensure accessibility and use of their College devices, in accordance with Hills International College IT policies.
- Manage and use communication devices (for example email, internet and telephone) and public resources (for example computers and network resources) in accordance with HIC's relevant policies.
- Prepare and provide to the Head of Inclusive Education relevant reports of assessment data for intervention groups
- Undertake duties as required, including bus duty and playground duty.
- As directed by an Executive member, assist with the supervision of students at sporting events, excursions and camps

## **Occupational Example: Teacher Aide Student Support (Training Level)**

### **Technicians**

- Assist the Teaching team to plan, perform and monitor safe learning experiences
- Assist preparation of Teacher Aides: Learning Support
- Prepare classroom equipment and resources in preparation for learning
- Pack away classroom equipment and resources post learning
- Maintain relevant equipment and materials
- Perform resource management tasks to ensure safe and effective storage of resources and supplies for science labs, art, design, technology and the like
- Perform stocktakes
- Assist purchasing
- Maintain operational procedures to monitor classroom equipment and assets to ensure a safe learning environment
- Provide research support to classroom Teachers in preparation for student learning
- Assist quality and safety objectives
- Assist data management for example laboratory experiment results
- Perform regulatory information reviews and implementation such as for Safety Data Sheets
- Assist Teachers in classroom activities when required
- Contribute to meetings
- Prepare reports applicable to Level responsibilities

## **Occupational Example: Assistant/Technician (Training Level)**

### **Curriculum/Resources (Library):**

- Design and demonstrate activities within a variety of routines
- Demonstrate and instruct students on use of a variety of audio visual and technology/computer resource equipment within a variety of routines, methods and experiences and in accordance with Teacher and Department direction and authority
- Liaise with Teachers on curriculum matters
- Perform transactional processes such as library transactions, stocktake and the like
- Maintain, control and operate audio visual equipment
- Maintain catalogues
- Maintain relevant equipment and materials
- Assist preparation of Teacher Aides: Learning Support
- Assist curriculum resource use by staff and students
- Provide technical support to Teachers
- Assist curriculum resource purchasing

## **Occupational Example: Curriculum/Resources Assistant (Training Level)**

#### **LEVEL 4**

- Level 3 Duties at a competent level
- Apply discretion and judgement for techniques within defined parameters
- Assist/Mentor new Employees during their induction and training, as requested

**Occupational Example: Teacher Aide Student Support, Technician, Curriculum Resource Assistant (Competent Level)**

#### **LEVEL 5**

- Level 4 duties and includes supervision and management duties as required
- Provide specialist technical advice, direction and assistance using the application of knowledge gained through formal studies/qualifications applicable to this Level
- Responsible for successful delivery of routines, materials and equipment within the area of appointment
- Provide reports at an advanced level
- Contribute to Department decision making in the area of appointment

**Occupational Example: Teacher Aide Student Support Supervisor; Technician (Advanced and/or Leading Hand); Curriculum/Resources (Advanced and/or Supervisor)**

#### **LEVEL 6**

- Level 4 duties if/as required
- Level 5 duties
- Development and application of professional knowledge in a specialised area, utilising a broad range of skills. Competencies are applied independently and are substantially non routine
- Delivery of professional services within defined accountability level
- Significant discretion and judgement is required in planning, designing professional, technical or supervisory functions related to services, operations or processes
- Supervisory or Line Management responsibilities
- Planning own professional development to apply increased knowledge at work

**Occupational Example: Library Manager**

**PART 9: ADMINISTRATION (INCLUDING STUDENT ADMIN AND PARENT ADMIN), FINANCE, PAYROLL, HUMAN RESOURCES, AND OTHER PROFESSIONS SUCH AS IT AND MARKETING (GENERAL STAFF EMPLOYEES)**

**LEVEL 1**

- Perform a range of general clerical duties at a basic level, for example, filing, handling mail, maintaining records.
- Operate routine office equipment, such as, computer, photocopier, facsimile, binding machine, guillotine, franking machine, calculators, etc.
- Operate audio visual equipment at a basic level.
- Attend to front counter and refer enquires to the appropriate member of staff. Carry out minor cash transactions including receipting, balancing and banking. Monitor and maintain stock levels of stationery/materials for office/department within established parameters.
- Learn and prepare for a broader range of tasks and duties relevant to progression to Level 2

**Occupational Example: Clerical assistant, data entry operator, front desk/reception assistant (Training Level)**

**LEVEL 2**

- Perform level 1 duties if required
- Perform a range of general administrative and clerical duties at a basic level.
- Perform duties involving the inward and outward movement of mail, keeping, copying, maintaining and retrieving records, straight forward data entry.
- Operate routine office equipment, such as, computer, photocopier, scanning, binding machine, guillotine, calculators, etc.
- Receive front counter enquiries and refer to the appropriate member of staff.
- Process basic library transactions such as issues and returns, produce overdue lists, entry of orders in a computerised system, perform stock-takes, entering of accession information into computer.
- Operate and demonstrate the use of audio-visual equipment where there is limited complexity.
- Maintain a booking system for equipment use and organisation of repairs and replacement of equipment.
- Record audio/video programs and maintain a catalogue system of such recordings in accordance with established routines, methods and procedures.
- Assisting students and teachers to use the catalogue and/or locate books and resource materials.
- Other tasks, duties and responsibilities consistent with the duties and responsibilities described in this level.

**Occupational Example: Administration /Finance / Payroll Assistant (Competent Level)**

### LEVEL 3

- Perform Level 2 duties if required
- Carry out a wide range of administrative and clerical duties at an advanced level, including email, document editing and management, and maintain manual and computerised records
- Respond to administration enquires from staff/students/parents/public.
- Process financial data into computer and prepare financial and management reports for review and authorisation by senior management.
- Prepare and process payroll within established routines, methods and procedures. Carry out bank and ledger reconciliations.
- Assist with preparation of internal and external publications.
- Provide administrative support to senior management.
- Undertake routine marketing procedures using already defined parameters for social media such as Facebook, LinkedIn etc
- Prepare marketing events within event scoping, budgets and parameters
- Administration including reception tasks (at an intermediate level), assisting enrolment tasks, financial tasks including banking, parent communication, directing enquiries, general administration
- Arrange appointments and diaries and prepare confidential and general correspondence.
- Assist in the enrolment function including handling initial enquires and arranging interviews if required
- Assist preparation of government reporting under general supervision
- Other tasks, duties and responsibilities consistent with the duties and responsibilities described in this level

**Occupational Example: Administration Assistant (Intermediate); Parent Administration Support, Accounts Clerk; Payroll Assistant (Intermediate); Marketing Assistant**

### LEVEL 4

- Level 3 duties may be required
- Using computer software packages, including desktop publishing, database and or/web software, at an advanced level.
- Provide administrative support to senior management at a higher level than at Level 3 where discretion and judgment are required.
- Planning and setting up spreadsheets and data base applications.
- Initiate and process correspondence, which may include confidential correspondence.
- Carry out routine marketing initiatives such as social media posting; website updates and hard copy marketing and advertising
- Identify, prepare and assist marketing initiatives (both on and off campus), in accordance with College strategy and guidance
- Calculate and maintain wage and salary records for a large payroll utilising a variety of routines, methods and procedures.
- Apply inventory and purchasing control procedures.

- Debtor and Creditor management
- Prepare and reconcile monthly summaries of debtors and creditors ledger transactions.
- Coordinate the purchase and storage function for a discrete department.
- Demonstrate to staff using complex audio visual or computer equipment.
- Monitor performance of and carry out repairs to specialised equipment requiring specialist knowledge.
- Supervise and maintain the hardware and software components of a computer network and provide user support.
- Enrolment administration for both domestic and international students
- Maintain an operating function within the College ie Uniform shop.
- Other tasks, duties and responsibilities consistent with the duties and responsibilities described in this level

**Occupational Example: Senior Administration Assistant; Finance Assistant; Senior Payroll Assistant; IT Assistant; Marketing Assistant; Uniform/Enrolments Support**

#### **LEVEL 5**

- Level 4 duties may be required
- Apply theoretical knowledge in a routine manner.
- Provide support to senior management and associated committees supporting designated aspects of College management or operations.
- Direct and supervise the work of other staff.
- Oversee the operations of office and other administrative activities, in the areas of enrolment, equipment and statistical staffing returns.
- Perform administration services including student support tasks, student medication dispensing and records, attendance reporting, NAPLAN data uploads,
- Assist government reporting obligations as required
- Design College marketing initiatives
- Plan and execute College marketing events
- Ensure deadlines and targets are met.
- Prepare the accounts of the College to operating statement stage and assist in the formulating of period and year end entries.
- Perform information technology tasks requiring professional or Diploma/Associate Diploma level qualifications or experience involving analysis, design or computation and drawing upon techniques and methods at an intermediate level
- Other tasks, duties and responsibilities consistent with the duties and responsibilities described in this level

**Occupational Example: Administration/Finance Supervisor; Compliance Support; Student Administration Support; IT Support (Intermediate); Marketing Advisor**

#### **LEVEL 6**

- Level 5 duties as required
- Contribute to operational and strategic planning in specific areas of responsibility utilising advanced knowledge, expertise or experience.
- Provide professional advice to staff and students in the officer's area of expertise.
- Perform College payroll function



- Prepare advice, reports, proposals or submissions for the senior executives of the College and/or outside bodies.
- Design and implement Employee relations systems and processes

**Occupational Example: Human Resources Officer, Payroll Officer**

**LEVEL 7**

- Undertake more complex professional activities above and beyond those required in Level 6, involving the selection and application, based on professional judgement, of new and existing techniques and methodologies.
- Provide advice to the senior executive of the College on the operational and/or future directions of the Employee's responsibility and contribute to the development of those areas in the educational context of the College.
- Operate and be responsible for a structurally and/or operationally defined section.
- Manage a range of advanced functions or systems. Perform information technology tasks requiring professional qualifications at degree level/experience involving analysis, design or computation and drawing upon advanced techniques and methods at an advanced level

**Occupational Example: Human Resources Officer (Advanced); Compliance Support (Advanced); IT Support (Advanced); Project Officer**

**LEVEL 8**

- Manage a whole functional unit with a diverse and complex set of functions and significant resources at an advanced level
- Undertake the role of an assistant business manager
- Performs duties to the competency of Level 7
- Manages and is responsible for the successful performance of Department team including across multi-disciplinary roles
- Assists recruitment and appointment of Department Employees
- Reports to the Principal and/or Business Manager

**Occupational Example: Department Manager roles (ie Administration, IT)**

## **PART 10: OPERATIONS (PROJECTS, MAINTENANCE AND GROUNDS) (GENERAL STAFF EMPLOYEES)**

### **LEVEL 1**

- Assists in the general maintenance and upkeep of College grounds
- Labouring work and operation of some machinery and equipment such as lawnmowers and whipper snippers, hedge trimmers, blower vacs and other battery tools such as drills
- Assists moving furniture and equipment
- Learns College procedures for driving bus (is supervised with co-driver at Level 1)
- Learns industrial cleaning tasks
- Learns the tasks assigned to Level 2
- Wear personal protective equipment (PPE) as required
- Learn procedures for proper storage control and handling or disposal of substances including those requiring Safety Data Sheets.

### **Occupational Example: Maintenance Cadet**

### **LEVEL 2**

- Operates machinery and equipment (as outlined in Level 1) at a higher level of competency and skill
- Assists basic maintenance of equipment and machinery
- Sets out and marks fields for play;
- Planting and maintaining of trees and gardens;
- Follows work order instructions via College software
- Basic record keeping
- Assist stocktakes and organisation of chemicals, materials and equipment
- Industrial cleaning tasks
- Driving College bus (including a hired bus on excursions, camps etc) subject to appropriate licensing to operate the bus size/carrying capacity
- Bus cleaning and routine oversight of maintenance (ie pre start checks)
- Assists in the maintenance of College playing areas, including top dressing, fertilising under supervision, seeding, turfing, coring and sprigging; garden, horticultural spraying
- General (non trade) maintenance tasks such as door and furniture repairs, general painting, removing graffiti, gutter/downpipe cleaning and minor repairs, minor carpentry repairs, replacing globes (not requiring electrical licensing)
- Move furniture and equipment within the College
- Assist emergency management functions such as Fire Wardens
- Perform storage, control, handling and disposal substances including those requiring Safety Data Sheets
- Wear personal protective equipment (PPE) as required

### **Occupational Example: Maintenance Worker (Proficient)**

### **LEVEL 3**

- Perform the duties of Level 2 at a higher level of competency, skill and level requisite
- Assist training and/or supervision of Employees at Levels 1 and 2;
- operate and maintain grounds and building maintenance equipment and machinery at a higher level of competency and skill
- Support contractors in the construction and installation of facilities and systems;
- Perform non-trade and trade maintenance and construction work to the level of skill, qualification and training
- Participate in planning of scheduled maintenance and grounds management as required
- assist stock control and storage and management of chemicals, materials and equipment
- record keeping
- assist purchasing processes for materials and chemicals
- Perform tasks that arise from committees such as building/property, WH&S or Emergency Evacuation
- contribute to grounds and maintenance team meetings
- Assist the preparation of grounds/maintenance reports
- Wear personal protective equipment (PPE) as required

### **Occupational Example: Maintenance Worker (Intermediate)**

### **LEVEL 4**

- Perform the duties of Level 3 as required at a higher level of competency, skill and level requisite
- Assist training and supervision of apprentices, trainees and Employees at Levels 1,2 and 3;
- Installation and maintenance of irrigation and drainage systems, or parts of systems, under relevant trade supervision/construction sign off (where required).
- Perform electrical test and tag subject to appropriate accreditation
- Manage and organise stock including chemical storage
- Purchase materials and chemicals according to College procedure
- Assist the preparation of the maintenance and grounds management program
- Wear personal protective equipment (PPE) as required
- Supervise lower level Operations employees

### **Occupational Example: Maintenance Supervisor**

### **LEVEL 5**

- Perform the duties of Level 4 as required
- Plan and coordinate the work of direct reports in consultation with Department Supervisor and College Business Manager
- Assist the supervision of other asset related programs such as fire safety testing, electrical test and tag
- Enable access to College facilities for contractors
- Assists the College with contractor due diligence requirements

- Prepare written and/or verbal reports and undertake general liaison with management
- Plan, prepare and perform maintenance and grounds upkeep requiring application of specialist skills
- Perform the duties assigned in College committees (such as WH&S Committee, Emergency Evacuation Committee, Building and Grounds Maintenance Committee)
- Wear Personal Protective Equipment (PPE) as required

**Occupational Example: Facilities Manager; Maintenance Manager**

**LEVEL 6**

- Assist the College Business Manager to manage the building and grounds maintenance program
- Assist the College Business Manager to plan, coordinate and oversee new and remedial building projects

**Occupational Equivalent: Operations (Property) Manager; Project Officer (Advanced)**

**PART 11: TUTORS/INSTRUCTORS, COACHES, SPORTS ASSISTANTS (INCLUDING HILLS LANGUAGE COLLEGE ENGLISH LANGUAGE TUTORS/INSTRUCTORS) (GENERAL STAFF EMPLOYEES)**

**LEVEL 2**

- Providing assistance to sporting teams/squads under the supervision of a teacher or Level 3 Employee or above
- Assisting with equipment and the preparations for, and conducting of, training sessions and/or sporting events
- Learning basic record keeping
- Learning work health and safety requirements
- Learning quality control requirements
- Learning equipment counts and equipment care and management

**Occupational equivalent: Sports Assistant (commencing level)**

**LEVEL 3**

- Providing assistance to individuals and/or sporting teams/squads under the supervision of a teacher or Level 4 Employee
- Assisting with equipment and the preparations for, and conducting of, training sessions and/or sporting events
- Assisting the training and supervision of Level 2 Employees
- Record keeping
- Assisting reporting to management
- Assisting assessment of sports activities
- Assisting equipment counts and equipment care and management
- Contributing to related committees if required

**Occupational equivalent: Sports Assistant (intermediate level), Assistant Sports Coach**

#### **LEVEL 4**

- Instructing individual students as part of an extra-curricular instrumental music program
- Coaching, including developing sports training sessions and programs, for individuals and/or teams/squads in various sporting disciplines
- Instructing/tutoring English language (including intensive courses) to overseas students or to students who primarily speak other languages
- Training, supervision and coordination of lower level Employees (sports only)
- Record keeping
- Preparation of reporting
- Sports curriculum or music tutoring assessment
- Equipment management and equipment care and management
- Contributing to related committees if required

**Occupational Example: Instrumental Music Tutor, Senior Assistant Sports Coach, ELICOS or TESOL English Language Tutor/Instructor**

**Note: ELICOS or TESOL English language tutor/instructor, or instrumental music tutors/instructors will commence at a classification no lower than Level 4**

#### **LEVEL 5**

- Duties of lower levels as required
- Preparing instrumental music students for external examination in their discipline as part of an extra-curricular program
- Preparing Hills Language College students for external examination in the English language curriculum program including assessment and report writing
- Coaching individuals and/or sporting teams/squads, including developing and implementing individual and/or team specific training sessions and programs
- Training, supervision and coordination of lower level Employees (sports or music)

**Occupational equivalent: Advanced Instrumental Music Tutor/Instructor, ELICOS or TESOL English language Tutor/Instructor (Advanced), Sports Coach**

#### **LEVEL 6**

- Duties of lower levels as required
- Conducting and co-ordinating a College choir, band or musical ensemble or more than one of these
- Managing and delivering the full sports coaching/training program or a significant distinct part of a coaching/training program for one or more sporting disciplines

**Occupational Example: Choir Master, Conductor, Head Coach**

## **PART 12: BUS DRIVERS AND CLEANERS (GENERAL STAFF EMPLOYEES)**

### **LEVEL 1**

- Learns College procedures for driving bus (is supervised with co driver at Level 1)
- Industrial cleaning tasks
- Learns the tasks assigned to Level 2
- Wear personal protective equipment (PPE) as required

#### **Occupational Example: Bus Driver or Cleaner (in training)**

### **LEVEL 2**

- operates machinery and equipment at a higher level of competency and skill
- applies College software within the bus
- basic record keeping
- assist stocktakes and organisation of chemicals, materials and equipment
- industrial cleaning tasks
- driving College bus (including a hired bus on excursions, camps etc) subject to appropriate licensing to operate the bus size/carrying capacity
- bus cleaning and routine oversight of maintenance (ie pre start and post operative checks)
- Wear Personal Protection equipment (PPE) as required

#### **Occupational Equivalent: Cleaners and Bus Drivers**

## **PART 13 SPECIALIST SUPPORT (GENERAL STAFF EMPLOYEES)**

### **LEVEL 3**

- providing first aid services as the designated first aid officer in the College. Note: This would be a designated position at the College and not paid as an Allowance for persons appointed to provide First Aid.

#### **Occupational Example: First Aid Officer**

### **LEVEL 4**

- Providing support to and guidance to students or providing welfare services to students
- Provide student careers guidance counselling in line with professional expertise and College policy and programs

#### **Occupational Example: Youth Welfare Support, Careers Placement Officer**

### **LEVEL 5**

- Provide guidance and counselling with associated administrative responsibilities

- Provide specialist health services/therapy to students with associated administrative responsibilities
- Perform Child Safety processes in line with professional expertise, College policy and regulatory requirements

**Occupation Examples: Medical or Allied Health Officer – Examples: Psychology, Speech Therapy, Occupational Therapist; Child Safety Officer**

## **LEVEL 6**

- Health counselling and Health Education as a resource capacity to the College and providing primary care with associated administrative duties
- Manage counselling services for College students
- Perform child safety functions in accordance with College policy and State and Federal Regulatory requirements at an advanced level
- Assist Department Manager to coordinate and manage the Wellbeing Department

**Occupation Examples: Child Protection Coordinator; Counselling Coordinator, Wellbeing Department Coordinator**

## **PART 14 HILLS COLLEGE EXECUTIVES (SENIOR LEADERSHIP)**

Teaching Band 3 Step 4 / General Staff Employee Classification Level 8

Hills College Executives must perform the respective classification as appointed.

Executive duties are outlined in the Employee's Employment Contract and are over and above their core appointed position.

**SCHEDULE 3: WAGE AND SALARY TABLES FROM FIRST FULL PAY PERIOD IN JULY 2024  
PART 6 - TEACHERS**

Teacher Band	Step	Salary 1/07/2024	Salary 1/01/2025	Fortnightly Rate 1/01/2025	Hourly Rate 1/01/2025 \$	Casual	Subsequent Increases
						Relief Teacher	
						Rate (hourly)	
Teacher Band 1	Step 1	\$ 74,145.19	\$ 74,886.64	\$ 2,870.40	\$ 47.839964	\$ 59.799955	Subsequent wage increases shall be applied in line with Ed Queensland wage increases (Refer EA clause 3.8)
	Step 2	\$ 76,700.71	\$ 77,467.72	\$ 2,969.33	\$ 49.488840	\$ 61.861049	
Teacher Band 2	Step 1	\$ 84,077.07	\$ 84,917.84	\$ 3,254.89	\$ 54.248212	\$ 67.810265	
	Step 2	\$ 88,185.74	\$ 89,067.60	\$ 3,413.95	\$ 56.899209	\$ 71.124011	
	Step 3	\$ 92,372.45	\$ 93,296.17	\$ 3,576.03	\$ 59.600556	\$ 74.500694	
Teacher Band 3	Step 4	\$ 96,720.22	\$ 97,687.43	\$ 3,744.35	\$ 62.405828	\$ 78.007286	
	Step 1	\$ 100,708.14	\$ 101,715.22	\$ 3,898.73	\$ 64.978911	\$ 81.223638	
	Step 2	\$ 104,843.73	\$ 105,892.16	\$ 4,058.84	\$ 67.647276	\$ 84.559095	
	Step 3	\$ 109,024.95	\$ 110,115.20	\$ 4,220.71	\$ 70.345086	\$ 87.931358	
Teacher Band 3	Step 4	\$ 111,609.98	\$ 112,726.08	\$ 4,320.78	\$ 72.012999	\$ 90.016249	
	Hills Language College Teacher Rate		\$ 73,257.91	\$ 2,808.00	\$ 46.80	\$ 58.50	
**Based on a 60 nominal hours fortnight							

Positions of Added Responsibility	Fortnightly 1/07/2024 \$p.f.**	Fortnightly 1/01/2025 \$p.f.**	Comment
PAR 1	\$128.340060	\$172.831198	4% of B3S4
PAR 2	\$213.900100	\$302.454596	7% of B3S4
**Based on a 60 nominal hours fortnight			



**PARTS 8, 9, 10, 11, 12 and 13 - GENERAL STAFF EMPLOYEES**

CLASSIFICATION AND STEP	Hourly Rate	Hourly Rate	Subsequent Increases
	1/07/2024	1/01/2025	
	\$p.hr.	\$p.hr.	
Level 1 Step 1	\$ 30.461191	\$ 30.765803	Subsequent wage increases shall be applied in line with Ed Queensland wage increases (Refer EA clause 3.8)
Level 1 Step 2	\$ 30.849660	\$ 31.158157	
Level 2 Step 1	\$ 31.241248	\$ 31.553660	
Level 2 Step 2	\$ 31.793704	\$ 32.111641	
Level 2 Step 3	\$ 32.049892	\$ 32.370391	
Level 3 Step 1	\$ 33.180137	\$ 33.511938	
Level 3 Step 2	\$ 33.729586	\$ 34.066882	
Level 3 Step 3	\$ 34.288281	\$ 34.631164	
Level 3 Step 4	\$ 34.585398	\$ 34.931252	
Level 4 Step 1	\$ 35.914234	\$ 36.273376	
Level 4 Step 2	\$ 36.094598	\$ 36.455544	
Level 4 Step 3	\$ 37.041539	\$ 37.411954	
Level 4 Step 4	\$ 37.411954	\$ 37.786074	
Level 4 Step 5	\$ 37.860897	\$ 38.239506	
Level 5 Step 1	\$ 38.298519	\$ 38.681504	
Level 5 Step 2	\$ 39.226745	\$ 39.619012	
Level 5 Step 3	\$ 40.161208	\$ 40.562820	
Level 5 Step 4	\$ 40.562820	\$ 40.968448	
Level 5 Step 5	\$ 41.049575	\$ 41.460071	
Level 6 Step 1	\$ 41.440023	\$ 41.854423	
Level 6 Step 2	\$ 43.700872	\$ 44.137881	
Level 6 Step 3	\$ 45.958713	\$ 46.418300	
Level 6 Step 4	\$ 48.257663	\$ 48.740240	
Level 6 Step 5	\$ 50.454900	\$ 50.959449	
Level 7 Step 1	\$ 51.118204	\$ 51.629386	
Level 7 Step 2	\$ 52.056121	\$ 52.576682	
Level 7 Step 3	\$ 53.003285	\$ 53.533318	
Level 7 Step 4	\$ 53.950336	\$ 54.489839	
Level 7 Step 5	\$ 54.891373	\$ 55.440287	

Level 8 Step 1	\$ 55.989200	\$ 56.549092	
Level 8 Step 2	\$ 56.538114	\$ 57.103495	

**Casual Loading : 25% calculated on applicable hourly rate**

## **PART 14 MINIMUM EXECUTIVE SALARY**

### **Table of Minimum Executive Salaries**

	<b>Gross Minimum Salary From 1 July 2024</b>	<b>Gross Minimum Salary From 1 January 2025</b>
<b>Minimum</b> Executive Annual Salary (non-Teaching)	\$ 118,450.00	\$ 119,600.00
<b>Minimum</b> Executive Annual Salary (Teaching)	\$ 128,750.00	\$ 130,000.00

Subsequent increases shall be applied in line with Ed Queensland wage increases (Refer EA clause 3.8)

## **SCHEDULE 4: ALLOWANCES**

<b>Description</b>	<b>Allowance</b> \$	<b>Increment</b>
First Aid Allowance	6.000000	Daily

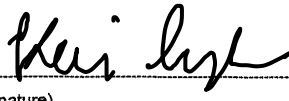


HILLS INTERNATIONAL COLLEGE LIMITED ENTERPRISE AGREEMENT 2024

SIGNATORIES

Signed for and on behalf of  
**Hills International College Ltd**  
**ABN: 65 010 894 541**

105-111 Johanna St  
JIMBOOMBA QLD 4280

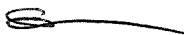
In the presence of -

  
(Signature)  
**KEVIN MALCOLM LYNCH**  
(Full Name)  
**PRINCIPAL + CEO**  
(Position)  
**4/12/2024**  
(Date)  
  
(Signature)  
**William Skirling Truscott**  
(Full Name)  
  
(Position)  
**Business Manager**  
(Date)  
**4/12/2024**

Signed for and on behalf of the  
**Independent Education Union of Australia –  
Queensland and Northern Territory Branch**  
**ABN: 74 662 601 045**

346 Turbot Street  
SPRING HILL QLD 4000

In the presence of -

**NDA**  
(Signature)  
**NICHOLAS CHARLES SAHLQVIST**  
(Full Name)  
**ASSISTANT SECRETARY**  
(Position)  
**4-12-2024**  
(Date)  
  
(Signature)  
**CARL MICHELLE ROSSER**  
(Full Name)  
**ORGANISER**  
(Position)  
**4.12.2024**  
(Date)