



# DECISION

*Fair Work Act 2009*  
s.185—Enterprise agreement

**Methodist Ladies' College**  
(AG2019/1682)

## **METHODIST LADIES' COLLEGE OPERATIONS STAFF AGREEMENT 2018-2020**

Educational services

COMMISSIONER WILLIAMS

PERTH, 18 OCTOBER 2019

*Application for approval of the Methodist Ladies' College Operations Staff Agreement 2018-2020.*

[1] An application has been made for approval of an enterprise agreement known as the *Methodist Ladies' College Operations Staff Agreement 2018-2020* (the Agreement). The application was made pursuant to s.185 of the *Fair Work Act 2009* (the Act). It has been made by Methodist Ladies' College (the Applicant). The Agreement is a single enterprise agreement.

[2] Both the Independent Education Union of Australia (IEUA) and United Voice objected to the Commission approving this Agreement for various reasons.

[3] In common both unions were concerned that the group of employees covered by the Agreement had not been fairly chosen as is required by s.186(3A), in short because the Agreement does not cover educators working in a recently opened childcare centre adjacent to the school. Following discussions with the Applicant employer both unions have advised the Commission that they do not seek to press this objection.

[4] Separately I am satisfied in any event that the group of employees to be covered by the Agreement was fairly chosen.

[5] Other objections raised by the IEUA including that the award is not incorporated into the Agreement and concerning boarding house employees are not in my view barriers to this Agreement being approved.

[6] An individual employee who would be covered by the Agreement, Ms Janelle Connor (Ms Connor), also communicated with the Commission identifying areas of concern she has with the Agreement which she believed had not been satisfactorily responded to by the Applicant. The Commission has considered these particular issues raised by Ms Connor. With respect to the better off overall test, I am satisfied that the issue raised regarding boarding

house staff who sleep over is not a barrier to the Agreement being approved. For these staff and all the employees, the Agreement has a range of benefits above what is provided for in the award. The comparison between the Agreement and the award is not undertaken as a line by line comparison. There may be certain circumstances where the Agreement provides a lesser payment for a particular day of work than the award would provide however, such a detriment is outweighed by the other beneficial provisions in the Agreement. Considering both documents as a whole, I am satisfied that overall these employees will be better off under the terms of the Agreement than under the award.

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

[8] The IEUA and United Voice being bargaining representatives for the Agreement, have given notice under s.183 of the Act that it wants the Agreement to cover it. In accordance with s.201(2) I note that the Agreement covers the organisations.

[9] The Agreement is approved and, in accordance with s.54 of the Act, will operate from 25 October 2019. The nominal expiry date of the Agreement is 31 December 2020.



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**Methodist Ladies' College  
Operations Staff Agreement 2018 - 2020**

## **PART A - APPLICATION AND OPERATION**

### **1. TITLE**

This Agreement is an Employee Collective Agreement made under the Fair Work Australia Act 2009 and shall be known as the Methodist Ladies' College Operations Staff Agreement 2018 - 2020.

### **2. ARRANGEMENT**

This Agreement is arranged as follows:

#### **PART A - APPLICATION AND OPERATION**

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Signatories

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### 3. DEFINITIONS

#### Definitions

The following definitions will apply throughout this Agreement except where an alternate definition for the same term is provided in a particular clause or section of this Agreement; in that case the alternate definition will apply.

**Act** means the Australian Fair Work Act 2009, as amended from time to time.

**Agreement** means the Methodist Ladies' College Operations Staff Agreement 2018 – 2020.

**Award** means the *Education Services (Schools) General Staff Award 2010*.

**'College'** and the terms **'School'** and **'Employer'** means Methodist Ladies' College

**"College Leadership Team"** (CLT) are those employees who are specifically identified as being part of the primary College leadership group named CLT, including the Principal, the Deputy Principal, the roles of Assistant Principals, the roles of Director and the Chaplain.

**"Confidential Information"** means information that:

- (i) is by its nature confidential;
- (ii) is designated by the College as confidential; or
- (iii) the Employee knows or ought reasonably to know is confidential; and includes:
  1. information comprised in or relating to the intellectual property of the College;
  2. information relating to the financial position of the College and any other matter that does or may affect the financial position or reputation of the College;
  3. information relating to the internal management of the College, or the personnel, policies and strategies of the College;
  4. information in the Employee's possession relating to the College's clients and students and like information;
  5. trade secrets and information relating to how the College educates its students;

but does not include information which: (1) the College provides express written permission to use; or (2) is or becomes public knowledge other than by breach of this Agreement; or (3) was in the possession of Staff without restriction prior to their employment by the College; or (4) has been independently acquired by Staff; or (5) would be necessary to disclose in the ordinary course of an employee's employment or for representation in accordance with the agreement.

**Employee** refers to any employee or employees whose employment is subject to this Agreement. All references to an employee also includes the plural.

**Employer** which term includes the **'College'** refers to Methodist Ladies' College.

**“Immediate Family or Household”** means a spouse, de facto partner, child, parent, grandparent, grandchild or sibling of the teacher; or a child, parent, grandparent, grandchild or sibling of a spouse or de facto partner of the staff member; or step-child; or a person who usually resides with the staff member in the same private dwelling.

**‘Independent School’** shall mean a school which is an efficient school within the meaning of the School Education Act 1999 and which is not administered by or on behalf of the Government of Western Australia.

**Junior employee** refers to an employee under the age of 21.

**Ordinary hours of work** refers to the number of hours an employee would usually work during a specific period according to their employment status (e.g. 37.5 hours per week if full time or fixed hours less than 37.5 per week if part time).

**Ordinary rate of pay** means the employee’s rate of pay as prescribed by this Agreement.

**Psychologist** means an employee who is employed as a psychologist and who is registered as a psychologist with the Psychologists Board of Western Australia.

**Public Holiday** has the meaning given to it in the Act.

**School Operational Services** includes those employees covered by this agreement.

**“Mid-Term Exeat”** refers to the Colleges’ mid-term leave in Terms 1, 2 and 3.

**“Non-term Weeks”** means weeks in the College year other than term weeks and include periods designated as school holidays for students.

**“Term”** shall mean the weeks that students are required to attend school as set out in the College calendar.

**Term Time Employees** refers to employees that undertake their duties during the teaching period of a calendar year, together with an additional week at both the commencement and end of the year. Term Time Employees includes staff referred to as ‘40 week employees’.

## **4. SCOPE AND PARTIES BOUND**

### **4.1 Employees bound by this Agreement**

The parties who are bound by this Agreement are:

- (a) Methodist Ladies' College of 356 Stirling Highway, Claremont in the State of Western Australia; and the
- (b) Employees employed at the College in the following roles:
  - (i) administration;
  - (ii) technical (including library, laboratory, information technology, home economics, creative arts and theatre arts technicians);
  - (iii) education assistants;
  - (iv) facilities staff
  - (v) housekeeping staff;
  - (vi) nurses;
  - (vii) boarding house supervisors and assistants;
  - (viii) psychologists.

in the classifications set out in this Agreement.

### **4.2 Employees not covered by this Agreement**

This Agreement shall not apply to:

- (a) Employees employed as the role of 'manager' or as a part of the College Leadership Team;
- (b) Employees employed in a childcare service or outside school hours care service;
- (c) A teacher engaged as such;
- (d) Persons instructing students of the School in the areas of music or other individual arts and engaged on an individual fee basis; and
- (d) Outdoor Education instructors, sports coaches and trainers.

### **4.3 Interaction with the Modern Award and the Act**

While this Agreement remains in operation and applies to an employee in relation to their employment, the Modern Award does not apply to that employee.

Nothing in this Agreement is intended to provide an employee with a lesser entitlement than the minimum legal entitlements allowed within the National Employment Standards.

### **4.4 Replacement of Existing Arrangements**

This Agreement replaces and supersedes in its entirety all terms and conditions of all previous awards and agreements and other industrial instruments. The terms and conditions of this Agreement apply to those persons covered by this Agreement.

If any provision of this Agreement is declared or determined to be illegal or invalid by the final determination of a court or tribunal of competent jurisdiction, the validity of the remaining parts, terms or provisions of this Agreement shall not be affected, and the illegal or invalid elements shall be deemed not to be part of this Agreement.

## **5. COMMENCEMENT DATE AND PERIOD OF OPERATION**

### **5.1 Commencement**

This Agreement shall come into effect seven days after the date that the Fair Work Commission has notified the College that this Agreement has met the requirements of the Fair Work Act.

### **5.2 Nominal Expiry Date**

The nominal expiry date of this Agreement will be 31 December 2020.

## **6. OBJECTIVES**

Each and every employee has an input into the broader education process and through this Agreement should strive to achieve the following objectives:

- (a) Accept a mutual responsibility to maintain a working environment that will ensure that the College and its staff continue to be genuine participants and contributors to the College Vision, Mission and Values.
- (b) Enable Staff and Council to work together towards Strategic Goals and Objectives for the College.
- (c) Enhance the quality of pastoral care for Operations Staff
- (d) Emphasise the upgrading of professional skills and knowledge in order to safeguard and improve the quality of teaching, learning and pastoral care
- (e) Develop and maintain a culture and working environment that values Operations Staff as professionals and ensures that the College is well-positioned to attract and retain the highest quality staff.
- (f) Provide a workplace that accommodates family and career responsibilities.

## **6.1 Principles and Responsibilities**

- (a) The level of remuneration negotiated in this agreement reflects the wide range of professional duties and responsibilities expected of operations staff at the College.
- (b) The parties accept that the following principles and beliefs help to define these duties and responsibilities:
- (i) The College's foremost aim in the organisation of teaching and learning is to meet students' needs.
  - (ii) The College recognises the high level of performance and professionalism of staff in undertaking and supporting the full range of educational activities.
  - (iii) The College recognises that the changing nature of education and learning may result in changes to the duties of staff.
  - (iv) The College most effectively achieves its objectives when there is open communication and mutual trust.
  - (v) The College is committed to collaboration in planning and decision making, because of its potential to produce superior outcomes.
  - (vi) The College is committed to professional learning and development as a foremost means of fostering staff and achieving continual improvement in the services that support our educational objectives. It is believed that the resources needed for professional learning and development should be provided on a shared basis by the College and the employees.
  - (vii) The College and its staff are committed to ongoing systematic performance review and development:
    - To encourage regular reflection and feedback on performance;
    - To help ensure that the individual's goals and directions remain consistent with the College's Strategic Goals and Objectives;
    - To guide professional learning and development; and
    - To guide career development.

It is recognised that successful application of these principles and beliefs necessitates a time commitment and active involvement of all staff.
- (c) The parties are committed to continuing to enhance pastoral care for both students and staff.
- (d) The Parties are committed to developing and maintaining a culture and working environment that values staff by ensuring that staff receive appropriate training and ongoing professional development to support them in their role. This will include utilizing the Staff Review and Development process to review performance of staff.

(e) The College recognizes that staff members and their families may experience personal circumstances that require support in addition to that normally available. The College's provision of additional leave for special circumstances, where possible, and access to external agencies, including the Employee Assistance Program, are important in addressing the needs of staff and their families.

## 6.2 Consultation

(1) This term applies if the employer:

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

Major change

(2) For a major change referred to in paragraph (1)(a):

- (a) the employer must notify the relevant employees of the decision to introduce the major change; and
- (b) subclauses (3) to (9) apply.

(3) The relevant employees may appoint a representative for the purposes of the procedures in this term.

(4) If:

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

the employer must recognise the representative.

(5) As soon as practicable after making its decision, the employer must:

- (a) discuss with the relevant employees:
  - (i) the introduction of the change; and
  - (ii) the effect the change is likely to have on the employees; and
  - (iii) measures the employer is taking to avert or mitigate the adverse effect of the change on the employees; and
- (b) for the purposes of the discussion--provide, in writing, to the relevant employees:
  - (i) all relevant information about the change including the nature of the change proposed; and
  - (ii) information about the expected effects of the change on the employees; and
  - (iii) any other matters likely to affect the employees.

(6) However, the employer is not required to disclose confidential or commercially sensitive information to the relevant employees.

- (7) The employer must give prompt and genuine consideration to matters raised about the major change by the relevant employees.
- (8) If a term in this agreement provides for a major change to production, program, organisation, structure or technology in relation to the enterprise of the employer, the requirements set out in paragraph (2)(a) and subclauses (3) and (5) are taken not to apply.
- (9) 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 the employer's workforce or to the skills required of employees; or
  - (c) the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
  - (d) the alteration of hours of work; or
  - (e) the need to retrain employees; or
  - (f) the need to relocate employees to another workplace; or
  - (g) the restructuring of jobs.

#### Change to regular roster or ordinary hours of work

- (10) For a change referred to in paragraph (1)(b):
  - (a) the employer must notify the relevant employees of the proposed change; and
  - (b) subclauses (11) to (15) apply.
- (11) The relevant employees may appoint a representative for the purposes of the procedures in this term.
- (12) If:
  - (a) a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
  - (b) the employee or employees advise the employer of the identity of the representative;
 the employer must recognise the representative.
- (13) 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).

- (14) However, the employer is not required to disclose confidential or commercially sensitive information to the relevant employees.
- (15) The employer must give prompt and genuine consideration to matters raised about the change by the relevant employees.
- (16) In this term:  
**"relevant employees"** means the employees covered by this agreement who may be affected by a change referred to in subclause (1).

## 7. FLEXIBILITY ARRANGEMENTS

- (1) An employer and employee covered by this enterprise agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the agreement if:
  - (a) the agreement deals with 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 the employer and employee in relation to 1 or more of the matters mentioned in paragraph (a); and
  - (c) the arrangement is genuinely agreed to by the employer and employee.
- (2) The employer must ensure that the terms of the individual flexibility arrangement:
  - (a) are about permitted matters under [section 172](#) of the *Fair Work Act 2009*; and
  - (b) are not unlawful terms under [section 194](#) of the *Fair Work Act 2009*; and
  - (c) result in the employee being better off overall than the employee would be if no arrangement was made.
- (3) The employer must ensure that the individual flexibility arrangement:
  - (a) is in writing; and
  - (b) includes the name of the employer and employee; and
  - (c) is signed by the employer and employee and if the employee is under 18 years of age, signed by a parent or guardian of the employee; and
  - (d) includes details of:
    - (i) the terms of the enterprise agreement that will be varied by the arrangement; and
    - (ii) how the arrangement will vary the effect of the terms; and
    - (iii) how the employee will be better off overall in relation to the terms and conditions of his or her employment as a result of the arrangement; and
  - (e) states the day on which the arrangement commences.
- (4) The employer must give the employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.

- (5) The employer or employee may terminate the individual flexibility arrangement:
- (a) by giving no more than 28 days written notice to the other party to the arrangement; or
  - (b) if the employer and employee agree in writing--at any time.

## **PART B - CLASSIFICATION, RATES OF PAY AND RELATED MATTERS**

### **8. SALARY RATES**

#### **8.1 Annual Rates of Pay**

On appointment, an employee shall be placed at the appropriate salary level according to the qualifications and experience in Australia. The appointment shall be made in line with the classifications described in Clause 9. The minimum annual full-time rate of salary payable to employees (except psychologists and junior employees) engaged in the classifications described in Clause 9 shall be increased by 2.0% in each year of the Agreement as provided in the table below. The increases shall apply from 1 January 2018, 1 January 2019 and 1 January 2020.

		2017	2018 2.00% \$	2019 2.00% \$	2020 2.00% \$
Level 1	Step 1	48096	49058	50040	51041
	Step 2	48750	49725	50720	51735
	Step 3	49408	50397	51405	52434
	Step 4	50065	51067	52089	53131
	Step 5	50719	51734	52769	53825
	Step 6	51373	52401	53450	54519
Level 2	Step 1	50065	51067	52089	53131
	Step 2	50829	51846	52883	53941
	Step 3	51595	52627	53680	54754
	Step 4	52358	53406	54475	55565
	Step 5	53124	54187	55271	56377
	Step 6	53892	54970	56070	57192
Level 3	Step 1	54655	55749	56864	58002
	Step 2	55859	56977	58117	59280
	Step 3	57059	58201	59366	60554
	Step 4	58263	59429	60618	61831
	Step 5	59467	60657	61871	63109
	Step 6	60667	61881	63119	64382
Level 4	Step 1	62853	64111	65394	66702
	Step 2	64383	65671	66985	68325
	Step 3	65915	67234	68579	69951
	Step 4	67444	68793	70169	71573

	Step 5	68974	70354	71762	73198
	Step 6	70504	71915	73354	74822
Level 5	Step 1	71050	72471	73921	75400
	Step 2	73236	74701	76196	77720
	Step 3	75424	76933	78472	80042
	Step 4	77609	79162	80746	82361
	Step 5	79794	81390	83018	84679
	Step 6	81983	83623	85296	87002
Level 6	Step 1	84292	85978	87698	89452
	Step 2	86604	88337	90104	91907
	Step 3	88915	90694	92508	94359
	Step 4	91225	93050	94911	96810
	Step 5	93537	95408	97317	99264

## 8.2 Changes to the Award

In the event of any minimum wage adjustment being made by the Fair Work Commission to the Modern Award, such adjustment shall be absorbed into the salary rates prescribed in this Agreement provided that any Individual Flexibility Agreement continues to meet the 'better off overall test'.

## 8.3 Progress Through Steps Within Levels

- a) All employees under this Agreement shall be appointed to a salary level within Clause 8.1, and on the anniversary of their employment date shall proceed (step by step) to the top of the appointed level.
- b) Excluding those positions stated in Clause 8.4, employees who reach the top step of their appointed level shall remain at that step unless their appointed role is reclassified.

## 8.4 Roles that Progress Through Levels

- a) Employees employed as a Senior Laboratory Technician (in charge of Laboratory Services), Nurse, Finance Officer, Archivist, IT Officer or as a Registrar will, subject to a satisfactory performance appraisal, progress from their step/level at appointment through every step and level up to and including Level 6.
- b) Employees employed as an Education Assistant with relevant qualifications and experience will be appointed at Level 3 and subject to satisfactory performance appraisals, progress from their level at appointment through every step up to and including Level 4 - Step 6.
- c) Depending on experience and/or qualifications and a satisfactory appraisal, Employees who are appointed at Level 1, will upon completion of all Steps at Level 1 progress to Level 2 Step 4 and thereafter annually through every Step in Level 2 until reclassified.

- d) Depending on qualifications and experience, Boarding House Assistants and Tutors will commence within the appropriate classified salary level in accordance with the salary table in Clause 8, and in line with the classifications described in Clause 9.

### **8.5 Failure to Progress**

- (a) If during progression through the salary steps, and at least two months prior to the employee's next annual increment, the employer considers such increment to be inappropriate, due to work performance and, as such, does not recommend or authorise further progression to the next step, then the employer shall state reasons in writing to the employee concerned.
- (b) Such reasons should indicate the areas where the employer considers improvement is required. If the improvement is subsequently achieved, then the employee shall progress to the appropriate salary step from the time of improvement.
- (c) If the employer does not recommend or authorise progression at the end of this procedure, then the employee may choose to appeal this decision in accordance with the provisions of Clause 47 of this Agreement.

### **8.6 Role Reclassification**

- (a) An employee may only progress from one level to another in accordance with the provisions prescribed in Clause 8 of this Agreement.
- (b) If having reviewed the employee's responsibilities, the employee and their line manager agree their salary level to be no longer appropriate to their position, he or she may apply to the Principal in writing for reclassification. The application should include details of the role changes that have occurred, the difference in the duties undertaken and justification as to why these duties have increased or changed for the position.
- (c) The Principal will review the application and respond giving the outcome in writing to the employee within 28 calendar days.
- (d) If the employer does not recommend reclassification, then the employee has the right to appeal in accordance with the provisions of Clause 47 of this Agreement.
- (e) To assist in achieving its strategic objectives, the College may determine that a specified position, or positions, should be classified across more than one level. Such classifications shall be based on an assessment of work value.

### **8.7 Casual Employees**

- a) Casual employees will be engaged as such and be paid on an hourly basis.

- b) All casuals shall be appointed to step 1 of the relevant classification for the role for which they are engaged.
- c) A casual employee will be paid a loading of 25% on the ordinary hourly rate for the employee's classification under this Agreement.
- d) A casual employee will be engaged and paid for a minimum of two hours for each engagement.

#### **8.7.1 Right to request casual conversion**

- a) A person engaged by a particular employer as a regular casual employee may request that their employment be converted to full-time or part-time employment.
- b) A regular casual employee is a casual employee who has in the preceding period of 12 months worked a pattern of hours on an ongoing basis which, without significant adjustment, the employee could continue to perform as a full-time employee or part-time employee under the provisions of this award.
- c) A regular casual employee who has worked equivalent full-time hours over the preceding period of 12 months' casual employment may request to have their employment converted to full-time employment.
- d) A regular casual employee who has worked less than equivalent full-time hours over the preceding period of 12 months' casual employment may request to have their employment converted to part-time employment consistent with the pattern of hours previously worked.
- e) Any request under this subclause must be in writing and provided to the employer.
- (f) Where a regular casual employee seeks to convert to full-time or part-time employment, the employer may agree to or refuse the request, but the request may only be refused on reasonable grounds and after there has been consultation with the employee.
- (g) Reasonable grounds for refusal include that:
  - (i) it would require a significant adjustment to the casual employee's hours of work in order for the employee to be engaged as a full-time or part-time employee in accordance with the provisions of this award – that is, the casual employee is not truly a regular casual employee as defined in paragraph (b);
  - (ii) it is known or reasonably foreseeable that the regular casual employee's position will cease to exist within the next 12 months;
  - (iii) it is known or reasonably foreseeable that the hours of work which the regular casual employee is required to perform will be significantly reduced in the next 12 months; or
  - (iv) it is known or reasonably foreseeable that there will be a significant change in the days and/or times at which the employee's hours of work are required to be

performed in the next 12 months which cannot be accommodated within the days and/or hours during which the employee is available to work.

(h) For any ground of refusal to be reasonable, it must be based on facts which are known or reasonably foreseeable.

(i) Where the employer refuses a regular casual employee's request to convert, the employer must provide the casual employee with the employer's reasons for refusal in writing within 21 days of the request being made. If the employee does not accept the employer's refusal, this will constitute a dispute that will be dealt with under the dispute resolution procedure in clause 8.1. Under that procedure, the employee or the employer may refer the matter to the Fair Work Commission if the dispute cannot be resolved at the workplace level.

(j) Where it is agreed that a casual employee will have their employment converted to full-time or part-time employment as provided for in this clause, the employer and employee must discuss and record in writing:

(i) the form of employment to which the employee will convert – that is, full-time or part-time employment; and

(ii) if it is agreed that the employee will become a part-time employee, the matters referred to in clause 7.1.1 (d).

(k) The conversion will take effect from the start of the next pay cycle following such agreement being reached unless otherwise agreed.

(l) Once a casual employee has converted to full-time or part-time employment, the employee may only revert to casual employment with the written agreement of the employer.

(m) A casual employee must not be engaged and re-engaged (which includes a refusal to re-engage), or have their hours reduced or varied, in order to avoid any right or obligation under this clause.

(n) Nothing in this clause obliges a regular casual employee to convert to full-time or part-time employment, nor permits an employer to require a regular casual employee to so convert.

(o) Nothing in this clause requires an employer to increase the hours of a regular casual employee seeking conversion to full-time or part-time employment.

(p) An employer must provide a casual employee, whether a regular casual employee or not, with a copy of the provisions of this subclause within the first 12 months of the employee's first engagement to perform work. In respect of casual employees already employed as at 1 October 2018, an employer must provide such employees with a copy of the provisions of this subclause by 1 January 2019.

(q) A casual employee's right to request to convert is not affected if the employer fails to comply with the notice requirements in paragraph (p).

## 8.8 Junior Employees

A junior employee appointed at level 1 or level 2 is to be paid at the following percentage of the appropriate adult rate for the position performed.

Age	% of adult rate
Under 17 years of age	50
17 years of age	60
18 years of age	70
19 years of age	80
20 years of age	90

## 8.9 Salary Overpayment

The College will advise and consult with a staff member when an overpayment has been identified. The College will inform the staff member of the amount of the overpayment and the options available for repayment.

The timeline for repayment shall be of reasonable length having regard to the extent of the overpayment.

The staff member and the College will negotiate in good faith with the aim of reaching an agreed repayment arrangement, after which the College may deduct the overpayment from the staff member's salary, after which the College may deduct the overpayment from the staff member's salary or termination payments in accordance with the agreed repayment arrangement.

## 8.10 No Reduction

Nothing herein contained shall entitle the College to reduce the salary or conditions of any staff member who at the date of approval of this Agreement by the Fair Work Commission was being paid a higher rate than the minimum prescribed for the staff member's classification at that time.

# 9. CLASSIFICATIONS

## 9.1 Classifications

Each staff member shall be placed in one of the following levels dependent on the skills, qualifications and experience required by the position:

### Level 1

The employee at this level requires no prior experience or formal qualification in the performance of their job and works under close or routine supervision.

### Level 2

The employee at this level performs tasks under close supervision to general direction and is competent in the performance of tasks associated with Level 1 positions. The employee will, if the position requires, have acquired trade or other relevant

qualifications and/or demonstrated experience. Some employees at this level will supervise other employees under direction.

### Level 3

The employee at this level is competent and skilled and performs duties under general direction, but with some degree of broad direction. The employee will have acquired a recognised trade or other relevant qualification and/or demonstrated experience. Some employees at this level could be responsible for the supervision of others.

### Level 4

The employee at this level is competent and skilled with the knowledge and demonstrated ability to undertake complex tasks with general and broad direction. They may also be involved in the supervision of others and will have relevant TAFE/Tertiary or equivalent qualifications and/or demonstrated experience.

### Level 5

The employee at this level possesses specialized knowledge and skills and is likely to be responsible for a specialized service to a significant section of, or the whole of the College. The employee will have relevant TAFE/Tertiary qualifications. At this level the Employee will manage and be accountable for the services under their control. The employee, generally through job responsibility, qualification or experience, is not only highly competent in the performance of their role but also acts under broad direction and has a high degree of autonomy, initiative and discretion in the work program. The employee may also be responsible for the day-to-day management of employee teams.

### Level 6

The employee at this level is fully competent in the performance of their role and satisfies all aspects of the Level 5 criteria. The employee possesses unique, specialized skills, knowledge, qualifications and substantial experience that are considered to be critical to the operations of the College.

## 9.2 Definitions

For greater clarity the following definitions will apply to this clause.

<b>Close supervision:</b>	Clear and detailed instructions are provided. Tasks are covered by standard procedures. Deviation from procedures or unfamiliar situations are referred to higher levels. Work is regularly checked.
<b>Routine supervision:</b>	Direction is provided on the tasks to be undertaken with some latitude to rearrange sequences and discriminate between established methods. Guidance on the approach to standard circumstances is provided in procedures, guidance on the approach to non-standard circumstances is provided by a supervisor. Checking is selective rather than constant.
<b>General direction:</b>	Direction is provided on the assignments to be undertaken, with the occupant determining the appropriate use of established methods, tasks and sequences. There is some scope to determine an approach in the absence of established procedures or detailed instructions, but guidance is readily available. Performance is checked by assignment completion.
<b>Broad direction:</b>	Direction is provided in terms of objectives which may require the planning of staff, time and material resources for their completion. Limited detailed guidance will be available and the development or modification of procedures by the staff member may be required. Performance will be measured against objectives.

## **Part C – LEAVE ENTITLEMENTS**

### **10. ANNUAL LEAVE**

#### **10.1 Annual Leave Entitlement**

The entitlement of annual leave for an employee excluding casuals is 4 weeks at their FTE level or otherwise as specified by the Act.

#### **10.2 Taking Annual Leave**

- a) An employee who accrues an entitlement to annual leave may request to take all or any part of that leave by providing the employer with a written request.
- b) Approval of the request for annual leave by the employer is subject to:
  - (i) the operational requirements of the workplace; and
  - (ii) the employee having accrued at least the amount of annual leave requested.
- c) The employer will not unreasonably refuse an employee's request to take accrued annual leave.
- d) Except as stated in annexes, it is agreed that time during the school term is generally a time of peak College needs and every effort will be made to avoid the College's needs being compromised by the taking of annual leave.
- e) An employee who only works Term Time as defined in this Agreement, shall be deemed to have taken any annual leave during the school vacation periods.

#### **10.3 Extensive Accumulated Annual Leave**

The College may direct an employee to take up to 25% of his/her accrued annual leave where the employee has a large accumulated annual leave balance (in excess of 1/13 of the number of nominal hours that the employee has worked over a two year period). This amount is equivalent to eight weeks for an employee working 37.5 or 38 hours per week over a two year period.

#### **10.4 Cashing Out Annual Leave**

- a) Where an employee has a balance of more than 4 weeks accrued annual leave, the employee may make a request in writing to the Principal to have the excess, and only the excess over the 4 weeks accrued leave, paid out in cash.
- b) An employee may only make one request to cash out annual leave each calendar year.
- c) Cashing out of annual leave will be at the discretion of the College.

## **10.5 Annual Leave Loading**

- a) A leave loading equivalent of 17.5% of four (4) weeks salary shall be paid to an employee, including, on a pro-rata basis, part time and fixed term employees. Payment of leave loading will be as a single payment in the final pay of the year (December) for the annual leave accrued during that year.
- b) Those employees who terminate their employment during the course of the year will have the amount of leave loading paid out with their outstanding annual leave entitlement.

## **11. Personal Leave**

### **11.1 Personal Leave and Entitlement**

- a) Personal leave is paid leave taken when an employee is unable to attend work because of personal illness or injury (sick leave) or where an employee must provide care or support to a member of the employees immediate family or household (carer's leave) in accordance with the Act.
- b) An employee is entitled to 12.5 days of paid personal leave for each full year of service. An employee's entitlement to paid personal leave accrues progressively during a year of service according to the employee's ordinary hours of work, and accumulates from year to year.

### **11.2 Unpaid Personal Leave**

All employees will be entitled to 2 days of unpaid leave per occasion when an employee is required to provide care or support to a member of the employee's immediate family or household member who requires care or support because:

- i) they are sick or injured; or
- ii) there is an unexpected emergency in relation to that person.

Unpaid personal leave may only be taken after the employee has exhausted their other paid personal leave entitlements.

### **11.3 Notification and Evidence**

- a) An employee taking paid or unpaid personal leave must provide the employer with reasonable notice on each occasion that the employee is (or will be) absent from their employment during a period because of an illness, injury or unexpected emergency affecting the employee, or a member of the employee's immediate family or household. Staff are required to advise of their absence, or intended absence, on personal leave in accordance with College policies and procedures.
- b) An employee taking paid or unpaid personal leave will, if required by the College, and if reasonably practicable to do so, provide a medical certificate, or a statutory

declaration made by the employee, evidencing the illness, injury, or unexpected emergency of the person concerned.

- c) The College will not require the provision of evidence to satisfy a reasonable person for an absence of 2 days or less.
- d) For these purposes, a medical certificate must be issued by a registered health practitioner.

If, as a result of duty of care considerations, the College believes it is necessary for a staff member to attend a specialist medical practitioner, the College shall pay for this service. At all times the College recognises the right of the staff member to maintain privacy and confidentiality of their medical information.

A staff member returning from personal leave may return under a graduated return to work programme if their particular circumstances warrant such an arrangement.

#### **11.4 Exhaustion of Entitlement**

Where an employee exhausts all of their personal leave they may request in writing the College to advance personal leave entitlements. The granting of advance entitlement will be at the College's discretion.

## **12. Compassionate/ Bereavement Leave**

### **12.1 Entitlement**

Employees are entitled to up to four days paid bereavement leave for each occasion when a member of the employee's immediate family (including spouse, defacto spouse, former spouse, partner, child, parent, step parent, foster parent, parent in-law, grandparent, grandchild, step child or adopted/fostered child or sibling of the employee or of the spouse of the employee) or a member of the employee's household contracts or develops a personal illness or sustains a personal injury that poses a serious threat to life or dies. Additional leave may be granted at the discretion of the Principal.

### **12.2 Payment**

Payment in respect of the bereavement leave is to be made only where the employee would otherwise have been on duty and shall not be granted in any case where the employee concerned would have been off duty in accordance with the roster.

## **13. Long Service Leave**

### **13.1 Long Service Leave Entitlement**

The Western Australian *Long Service Leave Act 1958* applies with the following variations.

- a) From 1 January 2015, the accumulation rate for long service leave increased from 1.25 weeks per annum to 1.43 weeks per annum. The accumulation rate is based on 10 weeks of paid long service leave after seven years continuous service. A staff member is entitled to take long service leave after seven years continuous service. The amount of long service leave available will be a combination of service entitlements as at 31 December 2014 plus entitlements earned at the new accumulation rate. For each subsequent seven years of service the employee shall be entitled to ten weeks' paid long service leave.
- b) Where a staff member's employment is terminated, the College will pay out long service leave in accordance with the provisions of the Long Service Leave Act WA at the rates set out in clause 19.1(a). Where an employee dies, any outstanding entitlement will be paid to the employee's personal representative.

### **13.2 Part Time Employees**

- a) Where the continuous service of an employee during the accrual period contains any period where the employee worked on a part time basis, the employee's entitlement shall be calculated as the average that the part time service bears to that of a full time employee over the accrual period.

### **13.3 Taking of Long Service Leave**

- a) Once a staff member becomes entitled to a period of long service leave, he or she shall make an application in writing to the College as to when they wish to take that leave in the next 24 months. Applications to take long service leave will be in writing with at least six months notice, and will be granted at the College's discretion.
- b) Long service leave will generally be taken in its entirety over a full term, however in special circumstances, which result in no additional cost to the College, the employee may request that leave be taken in smaller portions at mutually agreed times. The Principal will consider all requests and approval will not be unreasonably withheld.. The Principal will also consider flexible arrangements for the taking of the second and subsequent periods of long service leave.

## **14. Parental Leave**

An employee is entitled to Parental Leave in accordance with the National Employment Standards. The subclauses provided under clause 14 of this agreement are to be read in conjunction with subdivision B – Parental Leave and Subdivision C – Other entitlements contained of the National Employment standards. The above NES benefit to employees is that which is expressly provided for in clause 14.

### **14.1 Qualification**

- a) The College will grant parental leave (including maternity, paternity and adoption leave) in accordance with the current minimum provisions as contained in the Act.
- b) Provided an employee has served a minimum of 12 months continuous service immediately prior to the leave, an employee is entitled to a period up to 52 weeks unpaid parental leave in respect to the birth or adoption of a child.

#### **14.2 Request for a further 12 months leave extension**

- a) An employee may request the employer to extend the period of parental leave to which the employee is entitled under clause 14.1 of this Agreement for a further consecutive period of not more than 52 consecutive weeks.
- b) The College is to agree to a request unless:
  - (i) there are grounds to refuse the request relating to the adverse effect that agreeing to the request would have on the conduct of the operations or business of the employer and those grounds would satisfy a reasonable person.
  - (ii) The grounds on which a refusal may be based include the following:
    - (a) cost;
    - (b) lack of adequate replacement staff;
    - (c) loss of efficiency
    - (d) impact on the production or delivery of products or services by the employer.

#### **14.3 Paid Parental Leave**

##### Initial Paid Parental Leave

- (a) An employee (other than a casual) who has served a minimum of two years of continuous service immediately prior to the leave, and is the 'primary carer', shall be entitled to 12 weeks paid Parental leave.

##### Subsequent Paid Parental Leave

- (b) An employee who has completed a period of paid parental leave is required to have returned to work and undertaken at least a further 12 month's service at the College before being eligible for a further period of paid parental leave.

#### **14.4 Notice and Evidence Requirements**

- a) An employee must give the College written notice (application form) of their intention to take parental leave at least 10 weeks prior to the start of the leave, or, if that is not practicable--as soon as practicable (which may be a time after the leave has started).

- b) The notice must specify the intended start and end dates of the leave to be taken.
- c) An employee who has given his or her notice of the taking of parental leave must, if requested, give the College evidence of the expected date of birth or date of placement if adoption.

#### **14.5 Returning from Parental Leave**

When returning to work from parental leave, the employee is entitled to return to the position, or similar position, and salary classification they held before taking leave. An employee on return from parental leave may apply to return on a part time basis to an equivalent position occupied prior to the commencement of leave. The College will consider such applications with consideration to the position and possible effects on the College.

#### **14.6 Non Primary Carer Leave**

A staff member who is the parent but non-primary care giver shall be entitled to 1 week of paid leave at the time of the birth or adoption of a child.

### **15. Public Holidays**

#### **15.1 Western Australian Gazetted Public Holidays**

An employee is entitled to be absent from his or her employment on a day or part-day that is a gazetted Western Australian public holiday.

#### **15.2 Payment for Work on a Public Holiday**

An employee required to work on a public holiday will be paid at the rate of 250% for ordinary hours performed, unless the College and the employee have agreed to the employee taking a day off instead of payment in which case the employee will be paid at the ordinary time rate for work on a public holiday.

#### **15.3 Substitution of Public Holidays**

- a) By agreement between the employer and the majority of affected employees, an alternative day may be taken as a public holiday instead of any of the days specified in Clause 15.1. The agreement will be recorded in writing and made available to every affected employee.
- b) Where a substitution is agreed, the substituted day will be the public holiday for the purposes of the Agreement.

### **16. Special Leave**

## 16.1 General

- a) An employee shall be eligible to apply for special leave with pay if:
  - (i) no other paid leave is available;
  - (ii) no other arrangements can reasonably be made.
- b) Special Leave may also be granted for a specific day of ceremonial or religious significance;
- c) Special Leave will be granted to support a staff member who is experiencing, or whose family is experiencing, the impact of Family and Domestic Violence.
- d) The period of leave granted will not normally exceed three (3) days in any one instance.
- e) Approval of Special Leave is entirely at the Principal's discretion. Such discretion shall be applied fairly and equitably.
- (e) Applications for special leave should be directed to the Principal and will be treated as confidential.

## 16.2 Family and Domestic Violence

- (a) The College recognizes that staff may face situations of violence or abuse in their personal life that may affect their attendance or performance at work. The College is committed to providing support to staff in such circumstances by recognising that employees can request special leave for Family and Domestic Violence as recognised in Clause 16.1, which may be approved by the Principal in accordance with the Special Leave provisions outlined in clause 16.1.
- (b) A staff member experiencing family or domestic violence may choose to inform their line manager, Human Resources, or the Principal.
- (c) A staff member experiencing family or domestic violence will be referred to the Employee Assistance Program (EAP) and/or other appropriate resources.
- (d) A staff member experiencing family or domestic violence may seek special leave for medical appointments, legal proceedings or other activities relevant to the staff member's circumstances. Any leave granted is in addition to other leave entitlements that may be available.
- (e) In granting leave, the College shall ensure that the leave does not breach the provisions of the Award or the National Employment Standards.

## 17. Leave without Pay

- (a) While an employee has the right to apply for leave without pay, the granting of such leave is at the discretion of the Principal.
- (b) An employee applying for leave under this clause must state the period of such leave and the reason for which the leave is being sought.
- (c) Only periods of leave without pay exceeding two weeks shall be taken into account when calculating the period of service for any purposes of this Agreement. In cases where the leave without pay exceeds eight weeks, the entire period including the first two weeks shall not be taken into account when calculating the period of service for any purposes of this Agreement.
- (d) If an employee is granted leave without pay, the question of the employee's specific duties on return to work should be considered before the granting of such leave and any arrangements made documented. If no prior arrangement is made an employee upon return to service shall be entitled to a position commensurate with the position held immediately prior to the commencement of such leave.
- (e) The maximum period for which leave is granted under this clause shall normally be one year. In exceptional circumstances a staff member may be granted additional leave.

## **18. Community Service**

- (a) An employee who engages in an eligible community service activity, as defined by the National Employment Standards (NES), is entitled to be absent from his or her employment for a period.
- (b) An employee is entitled to be absent from his or her employment for the time that the employee is engaged in the eligible community service activity including reasonable travelling time associated with the activity and reasonable rest time immediately following the activity
- (c) Community service leave under the NES is unpaid, except in relation to jury service as referred to in clause 19.

## **19. Jury Duty**

- (a) The College may require the employee to provide evidence that would satisfy a reasonable person:
  - (i) that the employee has taken all necessary steps to obtain any amount of jury service pay to which the employee is entitled; and
  - (ii) of the total amount (even if it is a nil amount) of jury service pay that has been paid, or is payable, to the employee for the period.
- (b) If, in accordance with (a) above, the College requires the employee to provide evidence:

- (i) The employee is not entitled to payment unless the employee provides the evidence; and
  - (ii) If the employee provides the evidence, the amount payable to the employee is reduced by the total amount of jury service pay that has been paid, or is payable to the employee as disclosed in the evidence.
- (c) The College will comply with the Western Australian (1957) Jury Act (as currently in force) to reimburse Operational Services Staff (other than casual Operational Services Staff) the difference between the amount paid to the employee in respect of jury duty and the Employee's ordinary rate of pay during the period of leave.

## **20. Mid Term Exeat**

When a school term is 11 weeks or more, the Friday of the Mid-Term Exeat will be paid leave for all staff, other than in Term 1 when Easter occurs during the term, in which case the Mid-Term Exeat will apply to students and will be a professional learning and development day for staff.

During Term 3 Operations staff are not required on site for the Mid Term Exeat Friday.

## **21. Other Leave and Conditions**

### **21.1 Self-Funded Paid Leave**

(a) The College permits an Employee to apply to take 'self-funded paid leave' in the fifth year of service. Where an Employee wishes to take self-funded leave, the Employee agrees to defer 20% of each year's salary over four continuous years. The Employee is then permitted to take 12 months leave and the deferred money is paid to the Employee over the following 12 months.

(b) Leave of absence taken under this scheme will not qualify as service for the accrual of entitlements.

(c) Operational staff wishing to participate in this scheme will apply to the Principal in writing, and the granting of such leave will be at the College's discretion.

(d) The 12 months of self-funded leave is to be taken from the date the Employee finishes the four continuous years. If the self-funded leave is not taken in that time, or not used or fully used at the time of a termination of their employment, the balance of the deferred money accumulated by the Employee under (a) above will be paid out.

21.2 The Annexes set out other leave entitlements and conditions that may be applicable to specific categories of employees.

## **PART D – OTHER BENEFITS**

### **22. Superannuation**

#### **22.1 Applicable Legislation**

The employer will comply with the requirements prescribed by the *Superannuation Guarantee (Administration) Act 1992* and any other applicable legislation governing superannuation.

#### **22.2 Choice and Default Fund**

On commencement of employment, and annually thereafter, the employee can nominate, in writing, a complying superannuation fund of their choice into which the employer will make superannuation contributions. The default fund for an employee who fails to make an election in accordance with the relevant legislation will be determined by the College and will contain a MySuper component.

#### **22.3 Salary Packaging**

If the employee chooses to salary package in accordance with clause 24, the Superannuation Guarantee Contributions as determined by the *Superannuation Guarantee (Administration) Act 1992* will be based on the gross salary before it is reduced by the salary sacrifice.

#### **22.4 College Payments**

College contributions shall be paid at least monthly for each week of service that the eligible employee completes with the employer.

### **23. Insurance**

For the period of this Agreement, the College will provide the following insurance cover for all permanent employees (excluding casuals) covered by this Agreement:

- (a) Journey & Personal Accident Insurance
- (b) Salary Continuance Insurance – is available for a staff member working a minimum of 10 hours per week and provides a benefit of seventy-five per cent of normal salary up to two years, following a deferment of ninety days.

### **24. Salary Packaging**

#### **24.1 Salary Packaging Offered**

The College will offer salary packaging through its appointed agent in accordance with the terms and conditions detailed in their information package. All applications will require the approval of the College before salary sacrifice contributions begin.

#### **24.2 Reduced Salary**

- a) The employee will receive their reduced salary for periods of annual leave, long service leave, and other periods of paid leave provided the salary sacrifice contribution is paid.
- b) The total value of the reduced salary and the agreed value of the benefits provided will not be less than the amount that would otherwise be paid if the salary sacrifice arrangement was not in place.

#### **24.3 Termination of Offer**

In the event that changes in legislation increase the cost or risk of Salary Packaging to the College, the College will be entitled to withdraw the salary sacrificing offer by giving one month's notice to the relevant employee/s.

#### **24.4 Responsibility and Recommendation to Seek Advice**

The College takes no responsibility for the employee's decision to utilise the salary packaging and recommends that an employee seeks qualified financial advice before entering into salary sacrifice arrangements.

### **25. Discounted School Fees**

During the course of their employment with the College, full time staff will be entitled to a discount of 25% (part-time staff will be entitled to a pro rata discount depending on load) on school Kindergarten to Year 12 tuition fees in respect of any daughter or son who is enrolled at the College.

### **26. Parking**

Staff will be provided with free car parking facilities at the workplace subject to availability.

### **27. Employee Assistance Program**

Staff will be entitled to four free confidential counselling and advice sessions on personal issues in accordance with the College's Employee Assistance Program.

### **28. Meals**

During term time only, employees will be entitled to morning tea and lunch from the College catering facilities as provided by the College.

A staff member undertaking work out of hours at the College during term time shall be entitled to a meal from the School Dining Room when the employee performs at least two overtime hours after working a full day.

The meal entitlement will only arise where authorised overtime in accordance with clause 30.1 is performed otherwise clause 30.1(e) has the same effect of removing the entitlement to clause 28.

## **29. Job Share**

- (a) Where job sharing will not inconvenience the College, or be detrimental to the efficient performance of the duties of the position, job sharing will be allowed. The College will attempt to work with staff involved in a job sharing position to ensure arrangements satisfy the needs of all staff involved. Upon the dissolution of a job share arrangement new load allocations will be subject to the processes described below in 29. (c).
- (b) Variations to an Employee's hours and/or work arrangement may include changing from full time to part time, the introduction of a job share arrangement, or the changing from part time to full time. All requests will be in writing and set out the details of the change sought and the reasons for the request.
- (c) The College will assess all requests with due consideration, keeping the best interest of student learning as a priority. All approvals of such arrangements will be at the Principal's discretion.

## **PART E - EMPLOYMENT RELATIONSHIP**

### **30. Hours of Work and Related Matters**

#### **30.1 Ordinary Hours of Work**

- (a) The parties recognise that there is a wide range of duties and responsibilities associated with the operation of a Day and Boarding School. By necessity these duties and responsibilities are undertaken at a range of times to meet the needs of the College and as provided for in the award.
- (b) The ordinary hours of work each day shall be within the span of hours specified for each area of work, provided that the working of any reasonable additional hours does not result in the total number of hours exceeding an average of 37.5 hours per week (38 hours per week for Facilities staff) averaged over a four week period, or as otherwise agreed between the College and the employee.
- (c) The span of hours for full time and part time staff is 8.00am to 6.00pm unless otherwise specified in the Annexures to this Agreement and may be varied by agreement with the staff concerned.
- (d) All hours worked outside of the ordinary span of hours will be required to be formally approved by the Principal or their appointed representative.
- (e) Where an employee works outside of their ordinary span of hours without appropriate approval or justification, the College will not be required to pay for those additional hours.

#### **30.2 Part-Time Employees and Additional Hours**

- (a) The College may request a part-time employee to work reasonable additional hours in accordance with the provisions of this clause. Where this occurs, the part-time employee will be paid for all such additional hours at the ordinary hourly rate of pay, provided the additional hours worked falls within the applicable ordinary span of hours, and do not result in the employee working more than 7.5 hours on that day (or 7.6 hours for staff employed in Facilities or 10 hours for staff employed in Boarding).
- (b) In all other cases the employee will be entitled to payment at the appropriate overtime rate of pay for any additional hours worked.

#### **30.3 Reasonable Overtime**

The College may require an employee to work reasonable overtime at overtime rates.

In determining whether additional hours are reasonable or unreasonable, the Fair Work Act states the following must be taken into account:

- Is there a risk to health and safety from working these hours.

- Personal circumstances, including family responsibilities.
- The needs of the workplace in which the employee is employed.
- Whether the employee is entitled to receive overtime.
- The amount of notice given by the employer to the employee to work the overtime.
- Any notice given by the employer of his or her intention to refuse the additional hours.
- The usual patterns of work in the industry.
- The nature of the employee's role, and the level of their responsibility
- Whether the additional hours are in accordance with averaging terms in the relevant award or agreement.

Employees have the right to refuse to work excessive overtime, or excessive hours.

### **30.4 Overtime**

- (a) Overtime is calculated daily.
- (b) Subject to subclause (c) and (d), or any averaging arrangements, an employee will be paid overtime for all authorised work performed outside of or in excess of their ordinary or roster hours as follows:

<b>Time Worked</b>	<b>Overtime Rate</b>
Monday to Friday	150% of the ordinary hourly rate of pay for the first 3 hours 200% of the ordinary hourly rate of pay after that.
Saturday	150% of the ordinary hourly rate of pay for the first 3 hours 200% of the ordinary hourly rate of pay after that
Sunday	200% of the ordinary hourly rate of pay
Public Holidays	250% of the ordinary hourly rate of pay

- (c) Except that a nursing services employee rostered to work overtime on a Saturday or Sunday will be paid the ordinary time rate of pay plus a penalty of 50% of the ordinary time rate for all time worked.
- (d) Except that when a Boarding House Supervisors/Assistants is required to work ordinary time on a Saturday or Sunday they will be paid the ordinary time rate of pay plus a penalty of:

- (i) for ordinary hours worked on a Saturday, 50% of the ordinary time rate; and
  - (ii) for ordinary hours worked on a Sunday, 100% of the ordinary time rate.
- (e) Where a casual employee is required to work outside of or in excess of the ordinary or roster hours, the employee shall be entitled to payment at the appropriate overtime rate of pay for additional hours work.

### **30.5 Time Off Instead of Overtime Payment**

- (a) An employee and the College may agree that an employee will be provided with time off instead of being paid an overtime payment for all authorised work performed outside of or in excess of the ordinary or rostered hours.
- (b) Overtime taken as time off during ordinary time hours must be taken at the ordinary time rate, that is, an hour for each hour worked.
- (c) Where an employee and an employer have agreed to time off instead of overtime payment under clause 30.5(a) and such time has not been taken:
- (i) within four weeks of accrual; or
  - (ii) during the non-term weeks agreed in writing between the employer and the employee;

the College must, if requested by an employee, provide payment, at the rate provided for the payment of overtime in the Agreement, for any overtime worked.

### **30.6 Rest Break and Meal Break**

As part of the daily structure of hours each employee will be entitled to a paid twenty minute tea break, generally in the morning, and an unpaid thirty minute meal break. The meal break should be taken within 5 hours of commencement in accordance with Health and Safety requirements.

## **31. Part Time Employees and Term Time Only**

### **31.1 Establishment of Hours**

- a) A part-time employee is an employee who is engaged to work less than the full time ordinary hours per week (or on average per week over the fortnightly cycle) as defined for their occupation under this Agreement.
- b) A part-time employee will be paid a pro-rata hourly rate based on the full time weekly rate for the employee's classification.
- c) A part-time employee's agreement entitlements will be calculated on a pro rata basis.
- d) At the time of engagement, the employer and the part-time employee will agree in writing on a regular pattern of work, specifying the number of hours worked each day,

the days of the week the employee will work, the number of weeks of the school year the employee will work and starting and finishing times each day.

(e) The terms of the agreement in clause 31.1 may be varied by agreement between the employer and an employee. Any such variation will be recorded in writing.

**31.3 Calculation of Annual Salary of Employee Working Term Time Only**

a) Where an employee works only during the term time, and the extra period of leave is considered as leave without pay during non-term weeks; the following formula shall be used to calculate the adjusted annual salary:

**Adjusted Annual Salary =**

$$\frac{\text{Number of working hours per week}}{\text{Full Time working hours per week}} \times \frac{[ X + Y ]}{52.16}$$

Where X = number of working weeks which is 40 for an employee who works a full year  
 Where Y = weeks annual leave which is 4 for an employee who works a full year

- b) Where an employee works only during the term weeks for four terms as detailed in clause 31.3(a), they will be deemed as working a full year for the purpose of accrual of personal leave, long service leave and the calculation of annual leave.
- c) Annual leave will be considered as being taken during non-term weeks and is paid in the calculation detailed in subclause (a) of this clause.
- d) In the case of terms weeks exceeding 40 weeks, staff will receive additional remuneration for that time.
- e) Any existing employees that may have had their adjusted annual salary calculated under a previous method will be paid in accordance with the method that results in the greater remuneration.

**32. Professional Learning and Development**

**32.1 Commitment for Professional Learning and Development**

The College recognises that, in order to increase efficiency and productivity within the workplace, employees require training and skills development. Accordingly, the College agrees to provide, and the employee agrees to participate in, opportunities to acquire additional skills through appropriately structured internal and external training, and a structured appraisal process. The parties are committed to professional learning and development and agree this is a shared responsibility which may be undertaken partly during ordinary hours and partly during employee time.

When considering professional learning and development opportunities that may fall outside of an employee’s usual pattern of work, the College will take into account;

- a) Personal circumstances including family responsibilities;

- b) An employee's entitlement to receive overtime

### **32.2 Financial Assistance for External Studies**

Employees may apply in writing to the Principal to undertake external studies relevant to their role. The College will consider financial assistance and time (paid and unpaid) to assist the employee to undertake such external studies. Approval of assistance will be at the Principals' discretion.

## **33. Multi-Skilling**

The College and its Operations staff are committed to the concept of multi-skilling, allowing greater flexibility and increased work skills within the College operations environment, in a manner that is mutually acceptable and beneficial to both the College and its staff. Where practicable, prior training will be provided.

## **34. Probation**

### **34.1 Length**

A new employee will be on probation for the first 12 weeks of engagement. The employee must be advised in advance that the employment is probationary. The purpose of the probation period is to determine the employee's suitability for ongoing employment. During this period, the employee's work performance will be assessed. The probation period may be extended for up to a further 12 weeks.

### **34.2 Period of Notice**

At any time during the probation period, the employer or the employee can terminate the employment by giving one (1) week's notice of termination.

## **35. Employer and Employee Duties**

- a) The employer may direct an employee to carry out work duties that are within the limits of the employee's skills, competence and training.
- b) The employer may direct an employee to carry out such duties and to use such tools and equipment as may be required, provided that the employee has been properly trained in the use of such tools and equipment.
- c) The employee will faithfully perform all such duties and responsibilities of the employee's employment, as well as any other duties reasonably required by the employer from time to time.
- d) Employees are expected to abide by all College policies and procedures.

- e) Any direction issued by the employer under this clause is to be consistent with the employer's responsibilities to provide a safe and healthy working environment.

### **36. Obligation of Fidelity and Good Faith**

The Employees agree that they will:

- a) serve the College faithfully and diligently exercising all due care;
- b) act at all times in the College's best interests;
- c) refrain from acting, or being seen to act, in conflict with the College's best interests;
- d) use their best endeavours to protect and promote the College's reputation;
- e) use their best abilities and knowledge to perform their duties;
- f) at all times comply with the terms of all of the College's policies (howsoever named but excluding any policies that may purport to vary wages and entitlements granted by this Agreement) as varied from time to time, and abide by all of the College's procedures and professional service standards, as in place from time to time;
- g) at all times display a thorough and professional manner, upholding and maintaining the College's reputation, goodwill and its relationship with the College community; and
- h) display the highest ethical and professional standards and confidentiality towards the College and its students and their parents.

Nothing in this Agreement will be construed to limit employee duties of good faith or fidelity to the College or any other duties implied at law.

### **37. Confidential information**

- a) The employee must not reveal or use any confidential information acquired during their employment.
- b) Confidential information refers to any information (written or oral) not publicly available and includes all information relating to the operations and activities of the employer, including financial information, client information and anything else the College notifies the employee as being confidential. This obligation will continue to apply after employment with the College has ended.

## **38. Health and Safety**

### **38.1 The Employer**

The employer is committed to providing a safe and healthy work environment. The employer will comply with relevant State and Territory workplace health and safety laws and any relevant industry codes of practice.

### **38.2 The Employee**

- a) The employee will ensure that workplace health and safety rules and procedures are adhered to at all times. The employee will use the safety and protective equipment or clothing provided. The employee must not misuse any equipment, plant or process that has been provided to ensure workplace health and safety.
- b) The employee will report to the employer as soon as possible any accidents, incidents or hazards arising during the course of employment. Any concerns in relation to the employee's safety or the safety of others in the workplace should be reported to the employer, who will take all practicable steps to provide and maintain a safe work environment.

## **39. Protective Equipment**

- a) Where it is necessary and appropriate to the employee's duties, the employer will provide, free of charge, safety equipment and protective clothing. Such equipment will be properly maintained and used by the employee. It will be the responsibility of the employee to ensure that all Personal Protective Equipment (PPE) provided is properly maintained, secured and available at all times to the employee while carrying out duties. Audits of PPE may be carried out at the discretion of the employer. All equipment issued in accordance with this clause will remain the property of the employer and will be returned to the employer on demand and in the event of termination of employment.
- b) The employer will provide all employees with replacement items as necessary, as a result of reasonable use and wear, or damage.

## **40. Smoke-Free Workplace**

The employer is committed to providing a safe working environment where all College premises and vehicles are designated as smoke-free. No employee will be permitted to smoke in a designated smoke-free area. Failure to adhere to these rules may result in disciplinary action.

## **41. Intellectual property**

Any new idea, invention, improvement or work that could be registered as copyright or patented that the employee either creates, develops or helps to develop in the course of their employment will remain the intellectual property of the employer.

## **42. Property of the employer**

- a) Employees are required to take all reasonable care in the use of the employer's property and to protect any of the employer's property in their care.
- b) On termination of employment or upon request to do so, employees must return in good condition (subject to fair wear and tear) any property in their possession belonging to the employer.
- c) Property includes, but is not limited to, documents, papers, reports, information in any way related to or arising during an employee's employment, programs, records, plans, drawings, intellectual property, business cards, equipment, materials, keys and other property (including mobile phones, computer software and hardware, and any vehicle and financial cards).

## **43. Workplace Harassment**

The employer and employee acknowledge that all people have the right to work in an environment where they feel safe from any form of harassment, including bullying. To this end, the employer will not tolerate such behaviour, or a work environment that gives rise to such behaviour, and any allegations pertaining to workplace harassment, including bullying, will be taken seriously. Any employee found guilty of workplace harassment, including bullying, may have their employment terminated.

## **44. Termination**

### **44.1 Required Notice**

Except in the case of a casual or probationary employee, either the employer or employee may terminate employment at any time by giving the other party four (4) weeks' notice in writing or such other period as agreed by the employer and employee.

If terminated by the employer, an employee aged 45 years or over who has completed at least two years' continuous service will receive one additional week's notice.

### **44.2 Payment in Lieu of Notice**

If the required notice is not provided, the College or the employee, as the case may be, may pay/forfeit a sum equivalent to the salary which would have been due had that notice been given and worked out.

The requirements of this subclause may be waived in part or whole by mutual agreement between the employee and employer

#### **44.3 Summary Dismissal**

Nothing in this Agreement affects the employer's right to dismiss an employee without notice for serious misconduct. If so dismissed, the employee will only be entitled to be paid for the time worked up to the time of dismissal and any entitlements accrued to such time.

### **45. Redundancy**

#### **45.1 Entitlement to Redundancy**

Redundancy occurs when the employer decides that they no longer wish the job the employee has been doing to be done by anyone, and where this situation is not due to the ordinary and customary turnover of labour. This may happen because of changing operational requirements, the introduction of new technology, economic downturns, company mergers, take-overs or restructuring.

#### **45.2 Amount of Redundancy Pay**

In addition to the period of notice prescribed for ordinary termination, an employee whose employment is terminated by reason of redundancy will be entitled to the following amount of severance pay in respect of a continuous period of service:

Less than one year:	Nil
One year and less than two years:	6 weeks' pay
Two years and less than three years:	8 weeks' pay
Three years and less than four years:	10 weeks' pay
Four years and less than five years:	11 weeks' pay
Five years and less than six years	12 weeks' pay
Six years and less than seven years	13 weeks' pay
Seven years and less than eight years	14 weeks' pay
Eight years and less than nine years	15 weeks' pay
Nine years and less than ten years	16 weeks' pay
Ten years and less than eleven years	17 weeks' pay
Eleven years and less than twelve years	18 weeks' pay
Twelve years and less than thirteen years	19 weeks' pay
Thirteen years and over	20 weeks' pay

"Weeks' pay" is calculated on the employee's ordinary rate of pay. Part time staff will receive pro-rata payment.

### **45.3 Suitable Alternative Employment**

- a) Where a decision has been made by the employer that a full-time or part-time position is no longer required to meet operational requirements and there is an employee in that position, discussions will take place between the employer and the employee affected on whether or not a suitable alternative position exists.
- c) Suitable alternative employment is defined under this Agreement as an alternate role that requires similar skills, competencies, location and equal or better remuneration as the employee's existing role.
- d) Selection of an employee for suitable alternative employment will be based on the competency and work performance standards of the employee and whether these standards fit with the requirements of the alternative position within the employing business unit.
- e) Where required an employee appointed to an alternative position will be trained to ensure they meet the requirements of the position.
- f) In the event that there is no suitable alternative position available, redundancy arrangements are to be made.

### **45.4 Time Off to Seek Alternative Employment**

During any period of notice given to an employee whose employment is to be terminated due to redundancy, the employee may take reasonable time off to attend job interviews at times that are mutually agreed to by the employee and the employer.

### **45.5 The Redundancy Decision and Process**

In deciding which employee is to be made redundant the College will:

- a) Conduct a thorough review of the College's requirements in specific work areas.
- b) Consider the experience, qualifications and service of the employee concerned.
- c) Consider other employment opportunities within the College which the employee may be suitable for.
- d) Discuss with the directly affected employee the:
  - i) Reasons for the proposed redundancy.
  - ii) measures being implemented to avoid or minimise the redundancy.
  - iii) measures to mitigate any adverse effects of the redundancy on the employee concerned.
  - iv) the procedures that will be undertaken in order to ensure an equitable outcome for all concerned.

### **45.6 Assistance to Selected Employee/s**

To assist the redundant employee the College may:

- a) offer part-time or relief employment if this is possible;
- b) make enquiries regarding possible vacancies in other schools;
- c) permit up to eight hours paid leave to attend job interviews;
- d) provide the employee with a reference and a statement to the effect that they are redundant if alternate employment is found either for or by the employee
- e) provide free secretarial services up to the end of the period of notice to assist the employee to apply for other positions.

## **46. Allowances**

### **Travelling**

#### **46.1 Requested to Work at Different Location**

Where an employee is required by the College to work more than 30 kilometres away from the employee's usual place of employment the College shall pay the employee any reasonable travelling expenses incurred except where an allowance is paid in accordance with clause 46.2.

#### **46.2 Use of Own Car in Course of Duty**

Where an employee is required and authorised to use his/her own motor vehicle in the course of duty, the employee shall be paid an allowance of not less than that provided for taxation purposes by the Australian Taxation Office, unless otherwise agreed by the employee.

Eligibility of workers compensation shall be determined by the *Workers' Compensation and Injury Management Act 1981 (WA)*.

### **Higher Duties**

#### **46.3 Higher duties**

The College may direct an employee to temporarily perform duties applicable to a classification higher than their current classification. Where the employee performs such duties for more than five days and those duties constitute the whole or substantially the whole type of duties which would attract the higher classification, the employee will be paid the rate of pay applicable to the higher classification for the whole period during which the duties are performed.

## **PART F- DISPUTE RESOLUTION**

### **47. Dispute and Grievance Resolution Procedure**

This clause shall be read in conjunction with the College policy for Employees 'Resolving Grievances: For Employees' which outlines the College's policy and guidelines in relation to general grievance procedures.

#### **47.1 Procedure**

- (a) The aggrieved party is encouraged to begin by trying to resolve any grievance directly with the person/s concerned. Individuals are encouraged to utilise other staff resources to assist them in resolving their grievance informally.
- (b) If the grievance is not able to be resolved informally with the person/s concerned, the aggrieved party may raise the grievance through a formal process.
- (c) The Formal Grievance process requires details to be submitted to HR. A copy of the grievance is also provided to the respondent. If the grievance is unable to be resolved informally through HR, an investigation will then proceed. Grievances may be investigated by HR, a member of the College Leadership Team other than the Principal, or an external independent investigator.
- (d) An investigator shall conduct an investigation according to the principles of natural justice and shall afford all parties to the grievance the opportunity to be heard and to respond.
- (e) The investigator shall provide a report to the Principal who shall determine the outcome.
- (f) Either party may request a review of the outcome within 7 days of the determination.

#### **47.2 Where a Dispute Cannot be Resolved at the Workplace Level**

- a) Where a matter in dispute cannot be resolved at the workplace level, a party to the dispute may elect to use an alternative dispute resolution process. The alternative dispute resolution process is to be conducted by a person agreed between the parties in dispute on the matter.
- b) If the parties cannot reach agreement on who is to conduct the alternative dispute resolution process, either party to the dispute may refer the matter to the Fair Work Commission. The parties to the dispute and their representatives must act in good faith in relation to the dispute and while the dispute is being resolved, the parties will respect the status quo. However, the employer may direct an employee to perform different work or work at a different location, on full pay, if it is reasonable to do so to protect the safety, health or welfare of employees. The parties to the dispute agree to be bound by a decision made by Fair Work Commission in accordance with this term.

#### **47.3 References to the Commission**

- (a) Where necessary to resolve a grievance or other dispute, the Commission will initially conciliate in respect of the matter and may make recommendations in writing to assist in the resolution of the matter.
- (b) If the employee (or their representative) or the College does not accept the Commission's recommendations either the employee (or their representatives) or the College may, within a period of seven days of receiving the recommendations, provide a written request to the Commission for the matter to be referred to formal arbitration. The right of the employee (or their representatives) or the College to refer the formal arbitration to a different member of the Commission is reserved. Any formally arbitrated outcome will be binding.

#### **47.4 Conduct During a Dispute**

An employee who is a party to a dispute while the dispute is being resolved must:

- (i) continue to work in accordance with their contract of employment, unless the employee has a reasonable concern about an imminent risk to his or her health or safety; and
- (ii) comply with any reasonable direction given by the College to perform other available work, either at the same workplace or at another workplace.

In directing an employee to perform other available work, the College must have regard to the provisions (if any) of the law of the Commonwealth or of a State or Territory dealing with occupational health and safety that apply to that employee or that other work; and whether that work is appropriate for the employee to perform.

#### **47.5 Access to Representation**

An employee who is a party to the dispute may appoint a representative for the purposes of the procedures in this term.

#### **47.6 Dispute regarding a matter arising under the Agreement or the National Employment Standards**

- (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) An employee who is a party to the dispute may appoint a representative for the purposes of the procedures in this term.
- (3) In the first instance, the parties to the dispute must try to resolve the dispute at the workplace level, by discussions between the employee or employees and relevant supervisors and/or management.
- (4) If discussions at the workplace level do not resolve the dispute, a party to the

dispute may refer the matter to Fair Work Commission.

- (5) The Fair Work Commission may deal with the dispute in 2 stages:
- (a) the Fair Work Commission will first attempt to resolve the dispute as it considers appropriate, including by mediation, conciliation, expressing an opinion or making a recommendation; and
  - (b) if the Fair Work Commission is unable to resolve the dispute at the first stage, the Fair Work Commission may then:
    - (i) arbitrate the dispute; and
    - (ii) make a determination that is binding on the parties.

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

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

- (6) While the parties are trying to resolve the dispute using the procedures in this term:
- (a) an employee must continue to perform his or her work as he or she would normally unless he or she has a reasonable concern about an imminent risk to his or her health or safety; and
  - (b) an employee must comply with a direction given by the employer to perform other available work at the same workplace, or at another workplace, unless:
    - (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.

(7) The parties to the dispute agree to be bound by a decision made by Fair Work Commission in accordance with this term.

## **PART G – MISCELLANEOUS**

### **48. No Extra Claims**

The Parties to this Agreement will not pursue any extra claims that affect an employee's terms and conditions of employment, whether or not those terms and conditions relate to a matter that is expressly covered by this Agreement, for the duration of this Agreement.

No extra claims for additional increases in salaries or to terms and conditions of employment will be made during the life of this Agreement unless provided for in this Agreement.

### **49. Variation of Agreement**

The Parties can agree in writing to vary this Agreement at any stage of its operation. The variation to the Agreement will come into operation from the date the variation is lodged with the Workplace Authority.

### **50. Consultative Committee**

#### **50.1 Consultative Committee**

- (a) During the term of this Agreement a Consultative Committee with representation of the College and Operations staff will be established. The Committee shall provide a forum in which to discuss matters which are raised and covered in this Agreement and undertake discussions for any replacement agreement within 6 months of the expiry of this agreement. This Committee will meet as required. It is anticipated that the work of the Consultative Committee, including EBA negotiations, can be undertaken during the normal working day.
- (b) This Committee shall consist of a maximum of three elected staff members and a maximum of three members of the CLT and a member of the Human Resources Department to serve for the duration of the Agreement.

### **51 Enterprise Bargaining Leave**

- (a) During the term of this Agreement, the staff representatives will, on request, be granted one day of paid leave per person per year of negotiation, up to a maximum of three days paid leave per person, to be used for the purpose of attending to EBA negotiating matters. Such matters may include preparation of a claim and training, but will be exclusive of the single bargaining unit meetings.
- (b) Such requests for leave must be negotiated well in advance of scheduled College events and be scheduled to minimise impact on College activities.
- (c) Accredited negotiation training for staff representatives may be applied for through the regular Professional Learning and Development process.

**PART H - SIGNING PAGE**

**Signatures of the parties**

Date: 16/5/2019

**For Methodist Ladies' College**

Name in full (printed): RICHARD HASELCROVE  
 Signature: Richard Haselgrove  
 Position/Authority to sign: DIRECTOR OF CORPORATE SERVICES  
 Employer Address: 356 STIRLING HIGHWAY CLAREMONT  
 Date: 16/5/19

**Witnessed By:**

Name in full (printed): KRISTINE CROMMELIN  
 Signature: [Signature]  
 Witness Address: 356 STIRLING HWY., CLAREMONT  
 Date: 16/5/19

**Signed for and on behalf of the employees covered by this Agreement by their representatives**

Name in full (printed): SHAUNA PATRICIA HARRISON  
 Signature: S.P. Harrison  
 Position: LIBRARY SERVICES TECHNICIAN  
 Employee Address: 356 STIRLING HWY CLAREMONT  
 Date: 16/5/19

**Witnessed By:**

Name in full (printed): STEPHEN DORNAN  
 Signature: [Signature]  
 Witness Address: ~~155A~~ 356 STIRLING HWY, CLAREMONT  
 Date: 16/5/19

## **ANNEX A**

This Annex will apply to those employees employed in administration, technical and nursing roles.

### **1. Christmas / New Year Shutdown**

The College will shut down for the Christmas/ New Year's break. The shutdown will start 24 December or the last working day prior to 24 December and end six (6) calendar work days from this time. An employee is entitled to be absent from his or her employment during the shutdown period without loss of pay.

If the College requires an employee to work during the shutdown period, the employee will be entitled to be absent from work for the equivalent amount of time worked at a later agreed time. Employees will only be required to work during the shutdown period in cases of emergency.

### **2. Working Hours and Span of Hours**

The ordinary hours of work shall be 37.5 hours per week, and can be worked from Monday to Friday between the hours of 8.00 am and 6.00 pm.

### **3. Nurses on-call allowance**

An on-call allowance will be paid to a nurse who is required by the College to hold themselves available to be recalled to work. The nurse will be paid an allowance equal to one ordinary hour's pay for each period of up to 24 hours that the nurse is required to be on-call. The on-call allowance will be incorporated into the overall salary structure for nurses.

## **ANNEX B**

This Annex will apply to those employees employed as education assistants.

### **1. Working Hours and Span of Hours**

The ordinary hours of duty will normally be thirty-two and one half per week, but could be up to thirty-eight (ordinary hours of work), according to the needs of the College. For new staff appointed after 1 January 2018 the hours of work shall be 37.5 hours per week and can be worked from Monday to Friday between the hours of 8.00am and 6.00pm.

The parties recognise that there is no intention on behalf of the College to have employees work more than their prescribed hours on a regular basis.

Education Assistants are not generally required to attend for periods of time (non-term weeks) when students are not present, subject to the needs of the employer with regard to professional development, student free days and other activities requiring Education Assistant's attendance.

### **2. College Camps**

Employees who elect to attend compulsory College camps will be paid an allowance of \$100.00 per day, over and above their normal pay during attendance. Employees who elect to attend a non-compulsory College camp will be entitled to a day in lieu, over and above their normal pay during attendance.

The employee/s and the College intend that this provision excludes the operation of protected conditions dealing with allowances for College camps.

### **3. Annual Leave and Non-Term Weeks**

- (a) Annual leave will be provided as per the Act with a minimum of twelve (12) weeks paid leave which will be considered to be taken during non-term weeks. Annual leave will not be provided in addition to paid non-term weeks.
- (b) If after one week's continuous service in any calendar year an Education Assistant lawfully terminates his/her employment or his/her employment is terminated by the College through no fault of the employee, the Education Assistant shall be granted salary instead of non-term weeks proportionate to his/her length of service. Provided that an Education Assistant who was actually engaged for all four terms in that calendar year shall be entitled to be paid at their usual rate for the whole of the non-term weeks of that year.
- (c) Where an Education Assistant lawfully terminates his/her employment and has been paid at their usual rate for non-term weeks in excess of his/her entitlement as detailed in clause 3(a) in this Annex, the employer may deduct from any monies owed that portion to which the employee is not entitled.

- (d) Where the employment of an Education Assistant is terminated by the employer, then clause 3(c) of this Annex shall not apply.
- (e) From 1 January 2018 a newly appointed education assistant will work during term time and be in receipt of an annualised salary across the year. Annual leave shall be assumed to be taken during non-term weeks.

## **ANNEX C**

This Annex will apply to those employees employed as housekeeping.

### **1. Start Times and Span of Hours**

Commencement times and span of hours shall be set from Monday to Sunday between 6.00am and 6.00pm, provided that alternative hours may be negotiated with housekeeping staff to suit summer conditions.

### **2. Meal Breaks**

Part-time employees may choose to work up to a maximum of six hours per day before taking their compulsory thirty minute unpaid meal break, provided this does not put at risk the health and safety of any person.

### **3. Stand Downs**

Employees may be stood down without pay for a maximum of twenty days per year before loss of leave entitlements. Stand down time will be during vacation breaks only. It may also be a requirement for employees to work during certain College breaks.

### **4. Annual Leave**

Accrued Annual Leave will be taken during school holidays and at a time mutually agreed between the employee and the College. In extenuating circumstances only, leave may be taken during term time.

### **5. Christmas / New Year Shutdown**

The College will shut down for the Christmas/ New Year's break. The shutdown will start 24 December or the last working day prior to 24 December and end six (6) calendar work days from this time. An employee is entitled to be absent from his or her employment during the shutdown period without loss of pay.

If the College requires an employee to work during the shutdown period, the employee will be entitled to be absent from work for the equivalent amount of time worked at a later agreed time. Employees will only be required to work during the shutdown period in cases of emergency.

### **6. Agreed Days**

Each permanent housekeeping employee shall be entitled to payment of seven (7) Agreed days during each calendar year. Agreed days not taken will not accrue. These days will be taken as follows:

three agreed days during first term vacation in each year;

two agreed days during each of the second and third school vacations.

### **7. Acting in Higher Capacity**

If an employee is employed for two or more hours on the higher class of work, payment shall be at the higher rate for the whole of that day.

The employee/s and the College intend that this provision excludes the operation of protected conditions dealing with allowances for acting in a higher capacity.

### **8. Dress**

For the duration of this Agreement appropriate clothing and footwear shall be supplied. Employees with these entitlements are expected to comply with dress and safety standards at all times.

### **9. Water Closet (Toilet) Cleaning Allowance**

All housekeeping employees who are called upon to clean water closets (toilets) shall receive a weekly allowance as follows:

5 closets but less than 10 closets per day	\$4.40 per week
10 closets but less than 30 closets per day	\$13.10 per week
30 closets but less than 50 closets per day	\$26.10 per week
50 closets or greater per day	\$32.70 per week

## **ANNEX D**

This Annex will apply to those employees employed as Boarding House Tutors, Supervisors or Assistants.

### **1. Meals**

Meals will be supplied to staff who are on duty at times when the dining room is open.

### **2. Annual Leave and Non-Term Weeks**

- (a) Existing Staff employed as at 1 January 2018 will receive Annual leave as per the Act with a minimum of twelve (12) weeks paid leave which will be considered to be taken during non-term weeks. Annual leave will not be provided in addition to paid non-term weeks.
- (b) Staff employed after 1 January 2018 shall be paid an annualised rate based on 42 weeks of term time work (which includes PLD day(s) attendance) . They will receive annual leave in accordance with the National Employment Standards of four (4) weeks leave which is considered to be taken during non-term weeks. Annual leave will not be provided in addition to paid non-term weeks.
- (c) Subject to (a) and (b) above and excluding PLD days as by the College from time to time, Boarding House Assistants generally will not be required to attend work in non-term weeks.
- (d) If after one week's continuous service in any calendar year a Boarding House Assistant lawfully terminates his/her employment or his/her employment is terminated by the College through no fault of the employee, the Boarding House Assistant shall be granted salary instead of non-term weeks proportionate to his/her length of service. Provided that the Boarding House Assistant who was actually engaged for all four terms in that calendar year shall be entitled to be paid for the whole of the non-term weeks of that year.
- (e) Where a Boarding House Assistant lawfully terminates his/her employment and has been paid for non-term weeks in excess of his/her entitlement as detailed in clause 2(a) in this Annex, the employer may deduct from any monies owed that portion to which the employee is not entitled.
- (f) Where the employment of a Boarding House Assistant is terminated by the employer, then clause 2(d) of this Annex shall not apply.

### **3 Hours of Work and Span of Hours**

Ordinary hours of work shall be 6.00am to 11.00pm Monday to Friday (inclusive) and 7.00am to 11.00pm Saturday to Sunday (inclusive) provided that where there is mutual agreement between the College and majority of employees covered by Annex D, the

starting and finishing times may be varied by up to one hour so long as the total hours remain unchanged.

The ordinary hours of work may be a maximum of 38 hours per week. Ordinary hours of work may be worked on any day up to a maximum of 10 ordinary hours.

#### **4 Accommodation and Allowances**

- (a) Arrangements for accommodation in the Boarding House and the level of sleepover allowances or rent payable will be negotiated with Boarding house staff. The sleepover allowance rate shall be \$50 per night.
- (b) Notwithstanding Annex D Clause 3 Hours of Work and Span of Hours, only work performed in excess of 30 consecutive minutes during a sleepover are paid as additional hours as work performed up to 30 minutes during a sleepover is already included in remuneration provided for in this agreement.

## **ANNEX E**

This Annex will apply to those employees employed as facilities staff.

### **1. Hours of Work and Span of Hours**

Ordinary hours of work for full-time Facilities staff working in the Grounds or Maintenance departments shall be 38 hours per week.

The ordinary hours of work in clause may be averaged over a period of a fortnight or four weeks.

The ordinary hours of work will be worked on no more than five days in any seven days and may be worked on any day from Monday to Friday between 6.00 am and 6.00 pm provided that where there is mutual agreement between the College and majority of employees covered by Annex E, the starting and finishing times may be varied by up to one hour so long as the total hours remain unchanged.

### **2 Rostered Days Off**

The College offers the following options in regard to employees accruing and taking Rostered Days Off:

- (a) Work eight hours per day for ten days in each cycle with all-time beyond the standard seventy-six hour fortnight accruing toward Rostered Days Off;
- (b) Work seven hours and thirty-six minutes per day on ten days of each fortnightly cycle. With this option no Rostered Day Off is accrued;

Rostered Days Off not taken in any given fortnightly cycle may be accrued to a maximum of three days. All Rostered Days Off not taken will not be paid for.

### **3. Annual Leave**

Annual leave will be managed by the Facilities Manager or the equivalent. It is agreed that school holiday periods are generally times of peak College needs and every effort will be made to avoid the College's needs being compromised by the taking of annual leave.

### **4. Dress**

For the duration of this Agreement appropriate clothing and footwear shall be supplied. Employees with these entitlements are expected to comply with dress and safety standards at all times.

## ANNEX F

This Annex will apply to those employees employed as Psychologists who are not covered by the current Methodist Ladies' College Teachers' Collective Agreement.

### Ordinary Hours of Work

Ordinary hours of work will be performed up to 38 hours per week.

The ordinary hours of work will be worked on no more than five days in any seven days between 7.00 am and 6.00 pm

## 1. Salaries

- 1.1 The minimum annual full-time salary payable to a psychologist engaged in the undermentioned classifications shall be:

Level	2018 \$	2019 \$	2020 \$
1	79995	81595	83227
2	83564	85235	86940
3	91587	93419	95287
4	96494	98424	100392
5	100511	102521	104571
6	104073	106154	108277
7	108536	110707	112921
8	112996	115256	117561

These rates include annual leave loading.

- 1.2 A psychologist who attains full registration status with the Psychologists Board of Western Australia shall commence at Level 1 and proceed by annual increments to and including Level 8.
- 1.3 The years of experience is indicated by the number of steps from the commencement level of each classification.

## 2. Resignation and Termination

- 2.1 Except in the case of a relief or temporary psychologist, the termination of the service of a psychologist or social worker shall require a minimum of six weeks' notice by either party to take effect from the close of school business at the end of the school term.
- 2.2 Subject to the provisions of this sub clause, failure to give the required notice shall make either party liable to pay the other party an amount equivalent to the period of notice not given.

- 2.3 The requirements of this sub clause may be waived in part or in whole by mutual agreement between the psychologist or social worker and the employer. Any request to waive such notice shall not be unreasonably withheld by the employer, where it is deemed that the psychologist has not been able to give the required notice through no fault of his/her own

### **3. Annual Leave and Non-Term Weeks**

- (a) Annual Leave of seven (7) weeks will be provided as per the Act and considered to be taken during non-term weeks. Annual Leave will not be provided in addition to paid non-term weeks.
- (b) Psychologists generally will not be required to attend work in non-term weeks without loss of pay.
- (c) If after one week's continuous service in any calendar year a Psychologist lawfully terminates his/her employment or his/her employment is terminated by the College through no fault of the employee, the Psychologist shall be granted salary instead of non-term weeks proportionate to his/her length of service. Provided that a Psychologist who was actually engaged for all four terms in that calendar year shall be entitled to be paid for the whole of the non-term weeks of that year.
- (d) Where a Psychologist lawfully terminates his/her employment and has been paid for non-term weeks in excess of his/her entitlement as detailed in clause 3(c) in this Annex, the employer may deduct from any monies owed that portion to which the employee is not entitled.
- (e) Where the employment of a Psychologist is terminated by the employer, then clause 3(d) of this Annex shall not apply.