



DECISION

Fair Work Act 2009
s.185—Enterprise agreement

Penrhos College
(AG2018/3550)

PENRHOS COLLEGE OPERATIONAL SERVICES STAFF ENTERPRISE AGREEMENT 2018 - 2019

Educational services

DEPUTY PRESIDENT MASSON

MELBOURNE, 20 MARCH 2019

Application for approval of the Penrhos College Operational Services Staff Enterprise Agreement 2018 to 2019.

[1] An application has been made for approval of an enterprise agreement known as the *Penrhos College Operational Services Staff Enterprise Agreement 2018 to 2019* (the Agreement). The application was made pursuant to s.185 of the *Fair Work Act 2009* (the Act). It has been made by Penrhos College. The Agreement is a single enterprise agreement.

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

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

[4] The Agreement lodged contained an error at Clause 29.1 and Appendix 4. On 20 February 2019, the Applicant filed an amended version of the Agreement pursuant to s.586 of the Act. I am satisfied that the correction should be made and that it is appropriate to do so pursuant to s.586 of the Act.

[5] I note that Clauses 16, 20 and 51.5 are inconsistent with the National Employment Standards. Given the National Employment Standards precedence clause at clause 2 of the undertaking, I am satisfied that the more beneficial entitlements of the NES will prevail.

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

[7] The Agreement is approved and, in accordance with s.54 of the Act, will operate from 27 March 2019. The nominal expiry date of the Agreement is 31 December 2019.



DEPUTY PRESIDENT

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Annexure A

IN THE FAIR WORK COMMISSION

FWC Matter No.:

AG2018/3550

Applicant:

Penrhos College

Undertaking - Section 190

I, Meg Marie Melville, Principal of Penrhos College give the following undertakings with respect to the Penrhos College Operational Services Staff Enterprise Agreement 2018 to 2019 ("the Agreement"):

1. I have the authority given to me by Penrhos College to provide this undertaking in relation to this application before the Fair Work Commission.
2. The Agreement will be read and interpreted in conjunction with the National Employment Standards (NES). Where there is an inconsistency between this agreement and the NES, and the NES provides a greater benefit, the NES provision will apply to the extent of the inconsistency.
3. This agreement shall incorporate the provisions of the Award, as varied from time to time, provided that where there is any inconsistency between this Agreement and the Award, the Agreement shall prevail to the extent of the inconsistency.
4. A full-time employee engaged as a Maintenance and Building Trades employee under Appendix 6 to the Agreement will be engaged to work an average of 38 ordinary hours of work per week.
5. All employees who perform their usual duties over a weekend, other than Boarding House Employees engaged under Appendix 2 and Maintenance and Building Trades Employees engaged under Appendix 6 of the Agreement, will be paid in accordance with the provisions of clauses 26.2 or 27.1 (as the case may be) of the Award.
6. An employee who accrues TOIL will be entitled to be paid out in lieu of that accrued but untaken TOIL at the request of the employee or upon termination of her or his employment, such payment to be made at the rate applicable to the overtime when worked.
7. Boarding House staff engaged under Appendix 2 of the Agreement will not be required to work for more than 40 weeks in any School Year.
8. Boarding House staff engaged under Appendix 2 of the Agreement who are contracted for regular shifts during the academic year, will receive a sleepover allowance.

9. Boarding House staff engaged under Appendix 2 of the Agreement working weekends will receive an allowance during term time for working unsociable hours.
10. Nursing staff engaged under Appendix 5 of the Agreement will not be required to work for more than 40 weeks in any School Year.
11. The pay levels for Building and Trades Employees engaged under Appendix 6 of the Agreement will be as follows:
 - a. Levels 2 & 3 – at level MBTA 1 of the Salary Schedule set out in Appendix 6;
 - b. Levels 4 to 7 – at level MBTA 2 of the Salary Schedule set out in Appendix 6;
 - c. Level 8 – at level MBTA 3 of the Salary Schedule set out in Appendix 6.

Employer name: Penrhos College Inc

Authority to sign: Principal of the Employer duly authorised by Penrhos College



Signature:

Date: 14 March 2019



Penrhos College

Operational Services Staff

Enterprise Agreement

2018 - 2019

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

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PART I – ADMINISTRATIVE ARRANGEMENTS

1. Title

This Agreement shall be known as the ‘Penrhos College Operational Services Staff Enterprise Agreement 2018 - 2019’ and shall replace the ‘Penrhos College Operational Services Staff (Enterprise) Agreement 2015 – 2017’.

2. Definitions and Interpretations

In this Agreement, unless the contrary intention appears:

The Act means the *Fair Work Act 2009* (Cmwth).

Administrative and Technical Officers Employees means those Operational Services Staff employed in the classifications set out in Appendix 1- Administrative & Technical Officer (ATO) to this Agreement.

The Agreement means Penrhos College Operational Services Staff Enterprise Agreement, 2018 - 2019.

Base rate of pay means the minimum annual rate applicable to each Level.

Boarders Long Weekend means an extra-long weekend (usually of four days) in each of Terms 1, 2 and 3 in each academic year usually linked to a public holiday in the middle of each term. These Boarders Long Weekends are identified in Term 4 of each preceding academic year.

Boarding House Employees means those Operational Services Staff employed in the classifications set out in Appendix 2 to this Agreement.

Boarding House Shift shall mean the defined hours of duty (including broken periods) allocated to an employee in accordance with the work roster for any 24-hour period.

Boarding House Supervisor shall mean any supervisor who works under the direct supervision of the Head of Boarding, is a non-resident at the College and who is required for duty either prior to and/or during and/or immediately following each school day Monday to Friday.

Building Trades Employees means those Operational Services Staff employed in the classifications set out in Appendix 6 to this Agreement.

Casual means an Employee engaged and paid as such.

College Leadership Group (CLG) means those senior employees from Teaching and Operational Services Staff drawn from each aspect of the College’s executive operations and have strategic influence over the College’s management and development.

The College means Penrhos College, who is a national system employer within the meaning of the Act.

Continuous Service shall include full-time, part-time and temporary service, paid leave, any stand down period and unpaid leave of less than two (2) consecutive weeks with the College.

Co-curricular Participation is encouraged as part of Operational Services Staff receiving the same benefits as teaching staff in (% increase salaries to be matched to that of teaching staff at Penrhos). Operational Services Staff are encouraged to participate in the total life of the School, including the College's co-curricular program.

Education Assistants means those Operational Services Staff employed in the classifications set out in Appendix 3 to this Agreement.

Employee means any person employed at the College to whom this Agreement applies by virtue of sub-clause 3.1.

Enterprise Agreement Committee means elected representatives from a broad section of Operational Services Staff and nominated representatives from the College Leadership Group.

Full-time means any Operational Services Staff employee employed to work regular hours as defined at 'full-time' in the Appendix appropriate to their employment classification, per week. These employees can be Term-time Employees only, or ongoing in their employment.

Immediate family is defined as parents, grandparents, siblings, parents in law, step parents, spouse, de facto spouse (including a same-sex partner), children, step children, adopted children, ex-nuptial children, grandchildren, adult child and, at the discretion of the Principal, other persons for whom the employee has responsibility. Household members are defined as co-habitants.

Job Share(ing) is a flexible work option in which two or possibly more employees share a single job.

Maintenance Trade Employees means those Operational Services Staff employed in the classifications set out in Appendix 6 to the Agreement.

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

NES means the National Employment Standards as contained in Sections 59 to 131 of the Fair Work Act 2009 (Cmwth). Where this Agreement refers to a condition of employment provided for in the NES, the NES definition applies.

Non-term weeks means weeks in the school year other than term weeks and includes periods designated as school holidays for students; where a pre-school operates according to terms that approximate school terms, non-term week will have the same meaning.

Operational Services Employees means those Operational Services Staff employed in the classifications set out in Appendix 4 to this Agreement.

Operational Services Staff means those employees employed by the College in Western Australia within the classifications set out in Appendices 1 to 6 of this Agreement.

Ordinary Hours are an employee's normal and regular hours of work, which do not attract overtime rates.

Part-time means any Operational Services Staff Employee employed to work regular hours, but fewer hours than full-time Operational Services Staff employees.

Personal Protective Equipment (PPE) is clothing and equipment worn by employees, students, contractors or visitors to protect or shield their bodies from workplace hazards.

Principal means the Employee appointed by the College to the most senior leadership position in the College.

Relief Boarding House Supervisor shall mean Operational Services Staff employed as per the boarding house roster for a period not exceeding four consecutive weeks at the College.

RPD means Reflection Performance Development. RPD is a process of ensuring competence via self-reflection and feedback, goal setting for continuous improvement and the opportunity for personal and professional growth and development. RPD is not performance management of poor performing staff.

SAA Approvals is accredited by the Joint Accreditation Service of Australia and New Zealand (JAS-ANZ) as a third-party certification body to issue Certificates of Approval for declared and non-declared electrical equipment that has proven to comply with the safety requirements of the applicable Australian Standard.

School Nurses means those Operational Services Staff employed in the classifications set out in Appendix 5 to this Agreement.

School year means the period of 12 months between 1 January to 31 December, from the day Operational Services Staff are required to attend the College for the new educational year or the calendar year, as determined by the College, and includes term weeks and non-term weeks.

Senior Boarding House Supervisor shall mean any Operational Services Staff responsible for the supervision of the Boarding House staff on roster. This position reports to the Head of Boarding.

Special Clothing means a uniform and a specified brand of clothing the Employees may be required to wear while at work to create a certain business image. It is clothing that identifies the Employee as part of the College's business and is usually the same for a group of Employees.

Temporary Employee means an Employee employed for a fixed period on either a full or part-time basis either for a project, or task, or to replace a temporarily absent Employee.

N.B. The term of engagement for a temporary or fixed term Employee may be extended by a further period of up to 12 months, if required.

Term-time Employee means an Employee employed to work on a regular basis, with mutually agreed hours, for Term weeks only. This term-time definition may be extended to include time either pre or

post the commencement or conclusion of specified Term weeks – as agreed between an Employee and their line manager as required to undertake the full completion of the role.

Term weeks means the weeks in the school year that students are required to attend school as set out in the College calendar of each school year.

The Union refers to either the Independent Education Union (WA); the Australian Nursing and Midwifery Federation (WA Branch) (ANF); United Voice; or the Construction, Forestry, Mining, Energy Union of Workers (CFMEU), registered organisations of employees.

3. Application and Coverage of the Agreement

3.1 The Agreement covers and applies to:

3.1.1 The College; and

3.1.2 all Operational Services Staff.

3.2 Subject to compliance with the requirements of sections 185 and 201(2) of the Act, the Agreement also covers:

- the Australian Nursing and Midwifery Federation (WA Branch) (ANF);
- the Construction, Forestry, Mining, Energy Union of Workers (CFMEU);
- United Voice; and
- the Independent Education Union (WA) (IEU).

4. Operation

4.1 This Agreement will operate from 7 days after it is approved by the Fair Work Commission.

4.2 The Agreement has a nominal expiry date of 31 December 2019

4.3 The Agreement remains in operation unless varied, terminated or replaced by a new Enterprise Agreement in accordance with the Act.

4.4 Subject to the provisions of the Act, the College will commence discussions on a new Enterprise Agreement 6 months before the nominal expiry date.

5. Interaction with the Modern Award and the Act

5.1 This Agreement shall be read and interpreted in conjunction with the Modern Award and the Act.

5.2 Where there is any inconsistency between this Agreement, the Award and the Act, this Agreement will prevail to the extent of this inconsistency.

6. Access to the Agreement and the NES

- 6.1 The College will ensure that copies of the Agreement and the NES are available via the College portal as well as in an accessible hardcopy format to all Operational Services Staff to whom they apply.
- 6.2 If the Union covered by this Agreement so requests, a copy of this Agreement shall be posted on a board of reasonable size in a place where it may be conveniently and readily seen by every Employee concerned. The relevant Union may also post thereon such other notices relating to union matters as are reasonable.

7. Replacement of Existing Arrangements

- 7.1 To the extent of the parties bound, this Agreement fully replaces and supersedes in entirety all the terms and conditions of all previous awards, agreements and other industrial instruments.
- 7.2 The terms and conditions of employment for persons governed by this Agreement shall be exclusively in accordance with the express terms and conditions of employment provided in this Agreement.
- 7.3 If any provision of this Agreement is declared or determined to be illegal or invalid by final determination of any 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 part, term or provision shall be deemed not to be part of this Agreement.

8. No Extra Claims

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

9. No Precedent

- 9.1 It is a condition of this Agreement that the parties will not seek to use the terms contained herein as a precedent for other Enterprise Agreements, whether they involve the College or not.

10. Statement of Purpose

- 10.1 The nature and purpose of this Agreement is to facilitate the objectives of the College: *“At Penrhos College, our purpose is clear – to inspire girls to become extraordinary women.”*

11. Workplace Consultation

- 11.1 This clause applies if the College:
 - 11.1.1 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

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- 11.1.2 proposes to introduce a change to the regular roster or ordinary hours of work of Employees.

Major change

- 11.2 For a major change referred to in paragraph 11.1.1:

- 11.2.1 The College must notify the Relevant Employees of the decision to introduce the major change; and

- 11.2.2 sub-clauses 11.3 to 11.9 apply.

- 11.3 The Relevant Employees may appoint a representative for the purposes of the procedures in this clause.

- 11.4 If:

- 11.4.1 a Relevant Employee appoints, or Relevant Employees appoint, a representative for the purposes of consultation; and

- 11.4.2 an Employee or Employees advise the College of the identity of the representative; the College must recognise the representative.

- 11.5 As soon as practicable after making its decision, the College must:

- 11.5.1 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 College is taking to avert or mitigate the adverse effect of the change on the Employees; and

- 11.5.2 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.

- 11.6 However, the College is not required to disclose confidential or commercially sensitive information to the Relevant Employees.

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- 11.7 The College must give prompt and genuine consideration to matters raised about the major change by the Relevant Employees.
- 11.8 If a clause in this Agreement provides for a major change to production, program, organisation, structure or technology in relation to the enterprise of the College, the requirements set out in sub-clauses 11.2.1, 11.3 and 11.5 are taken not to apply.
- 11.9 In this clause, a major change is “likely to have a significant effect on Employees” if it results in:
- 11.9.1 the termination of the employment of Employees; or
 - 11.9.2 major change to the composition, operation or size of the College’s workforce or to the skills required of Employees; or
 - 11.9.3 the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
 - 11.9.4 the alteration of hours of work; or
 - 11.9.5 the need to retrain Employees; or
 - 11.9.6 the need to relocate Employees to another workplace; or
 - 11.9.7 the restructuring of jobs.

Change to ordinary roster or ordinary hours of work

- 11.10 For a change referred to in clause 11.1.2:
- 11.10.1 the College must notify the Relevant Employees of the proposed changes; and
 - 11.10.2 sub-clauses 11.11 to 11.15 apply.
- 11.11 The relevant Employees may appoint a representative for the purposes of the procedures in this term.
- 11.12 If:
- 11.12.1 a relevant Employee appoints, or relevant Employees appoint, a representative for the purposes of consultation; and
 - 11.12.2 the Employee or Employees advise the College of the identity of the representative, the College must recognise the representative.
- 11.13 As soon as practicable after proposing to introduce the change, the College must:
- 11.13.1 discuss with the Relevant Employees the introduction of the change; and

- 11.13.2 for the purposes of the discussion – provide to the relevant Employees;
- (i) all of the relevant information about the change, including the nature of the change; and
 - (ii) information about what the College reasonably believes will be the effects of the change on the employees; and
 - (iii) information about any other matters that the College reasonably believes are likely to affect the Employees; and
 - (iv) 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).
- 11.14 However, the College is not required to disclose confidential or commercially sensitive information to the Relevant Employees.
- 11.15 The College must give prompt and genuine consideration to matters raised about the change by the Relevant Employees.
- 11.16 In this clause “Relevant Employees” means the Employees who may be affected by a change referred to in sub clause 11.1.

12. Professional Development

- 12.1 The College and the Employees acknowledge that enhancement of skills and experience can best occur when both the College and Employees share responsibility for professional development by undertaking both in-service and external courses and training partly during school time and partly after hours.
- 12.2 The parties agree to instigate a process that will allow effective consultation between Employees and their supervisors in the planning, delivery and evaluation of relevant training requirements in accordance with personal professional requirements and the needs of the College.
- 12.3 All Employees will participate in a Reflection Performance & Development (RPD) process with their respective supervisors, on a biannual basis, or as identified in the College endorsed RPD policy.

13. Induction (New Employee Support)

- 13.1 The College recognises that Employees commencing with the College will differ in experience. To ensure that all Employees are provided with the opportunity to be able to fully complete their duties, a formal induction process will be provided by the College.

PART 2 – EMPLOYMENT AND RELATED MATTERS

14. Individual Flexibility

14.1 The College 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:

14.1.1 the agreement deals with one (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

14.1.2 the arrangement meets the genuine needs of the College and employee in relation to one or more of the matters mentioned in paragraph 14.1.1; and

14.1.3 the arrangement is genuinely agreed to by the College and the employee.

14.2 The College must ensure that the terms of the individual flexibility arrangement:

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

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

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

14.3 The College must ensure that the individual flexibility arrangement:

14.3.1 is in writing; and

14.3.2 includes the name of the College and the employee; and

14.3.3 is signed by the College and the employee, and if the employee is under 18 years of age, signed by a parent or guardian of the employee; and

14.3.4 includes details of:

- (i) the terms of the 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

14.3.5 states the day on which the arrangement is to commence.

14.4 The College must give the employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.

14.5 The College or the Employee may terminate the individual flexibility arrangement:

14.5.1 by giving no more than 28 days written notice to the other party to the arrangement;
or

14.5.2 if the College and the Employee agree in writing – at any time.

15. Types of Employment

15.1 The College may employ Employees covered by this Agreement under the following arrangements:

15.1.1 full-time employment;

15.1.2 part-time employment;

15.1.3 term time only employment;

15.1.4 temporary (fixed term) employment;

15.1.5 job share or

15.1.6 casual employment.

16. Requests to move to Part-time or Job Share Arrangements

16.1 Employees (except casual employees) who have the responsibility for the care of a child up to school age (or up to 18 years if the child has a disability), or if an employee is over 55, are entitled to make a request to the Principal for consideration of a flexible work arrangement in accordance with the National Employment Standards (NES).

16.2 Any such requests must be in writing and must specify the details for the change sought and the reasons for the change.

16.3 The College's Principal will consider the request and provide a response in writing, which will include details of the reasons for any refusal. The College will only refuse the request on reasonable business grounds.

16.4 Whilst it is recognized that Employees may have individual needs, the ability to meet these needs is constrained by the nature of a school and its objective to ensure that the impact on the College is minimized.

16.5 If an Employee elects to move to part-time upon return to work, it is done so on the understanding that like all part-time employees, this load may vary from year to year.

17. Specific Terms and Conditions

17.1 The general terms and conditions of employment for all Employees are set out in this Agreement.

17.2 Specific terms and conditions for:

- Administrative and Technical Officers Employees are set out in Appendix 1;
- Boarding House Employees are set out in Appendix 2;
- Education Assistants are set out in Appendix 3;
- Operational Services Employees are set out in Appendix 4;
- School Nurses are set out in Appendix 5; and
- Maintenance & Building Trades Employees are set out in Appendix 6.

17.3 Where there is an inconsistency between the general terms of this Agreement and those in the Appendices, the terms in the Appendices apply.

18. Appointment

18.1 All Employees employed by the College, other than temporary or casual appointments, will be subject to a probationary period, between 3 to 6 months, from the date of commencement. The length of the probationary period will be dependent upon the level of appointment and the type of role undertaken.

18.2 Upon appointment the College will provide to all Employees confirmation of their appointment, the type of employment, the classification, the length of probation and base rate of pay applicable to the Employee.

18.3 In the case of temporary appointments, the reason and term of employment will be provided.

19. Attendance at Work (Hours of Work)

19.1 Ordinary hours of work during Term weeks are at days and times to be mutually agreed, between 6:00am and 6:00pm, with provision for a 30-minute, unpaid lunch break.

19.2 The College will provide written notice of the term weeks and days in non-term times, on which those Employees who work Term time are required to attend, six months in advance of the requirement to attend.

19.3 The number of ordinary hours of work for full time Employees are specified in the relevant appendix. Part time ordinary hours are specific to the individual Employee's contract.

20. Public Holidays

- 20.1 Employees (except casual employees) are entitled to be absent without loss of pay from their employment if their regular work day falls on a declared public holiday (or a declared substituted day where the public holiday falls on a weekend).
- 20.2 The following gazetted days, or the days observed in lieu shall, subject to sub-clause 20.3 contained below, be allowed as holidays without deduction of pay namely: New Year's Day, Australia Day, Good Friday, Easter Monday, Anzac Day, Labour Day, Western Australia Day, Sovereign's Birthday, Christmas Day and Boxing Day.
- 20.3 Where a holiday or substituted holiday as described in sub-clause 20.2 falls during Christmas or Term vacation, in a period where an Employee is stood down without pay because they are not required to work and is not being paid annual leave or other leave, such Employee shall be entitled to payment for such holidays.
- 20.4 Except where clause 20.5 applies, if an Employee is required to attend work on a Public Holiday, the College may substitute a public holiday, or part holiday, for another day or part day to be taken during Term weeks in a school year.
- 20.5 If the employee is an Operational Services employee, or a Maintenance/Trade Employee, such Employee shall be paid for the time worked at the rate of double time and one half or, if he/she agrees, be paid for the time worked at the rate of time and one half and in addition be allowed to take a day's leave with pay on a day mutually acceptable to the College and the Employee.

21. Breaks

- 21.1 At a time, suitable to the College, an Employee is entitled to a rest break of 10 minutes, which will be counted as time worked, for each period of three hours worked, with a maximum of two rest breaks per shift. The College and the Employee may agree to one rest break of 20 minutes in place of the two 10-minute rest breaks.
- 21.2 Notwithstanding sub-clause 21.1, an Education Assistant is entitled to one rest break of 20 minutes, which will be counted as time worked.

22. Staff Meetings

- 22.1 Where Employees are required by their Supervisor to attend staff meetings outside their ordinary hours of work, the Employee will be paid for the additional hours at their ordinary rate of pay up to a maximum of 37.5 hours per week and then after that in accordance with the Modern Award, Clause 27: Overtime. Payment for additional hours will be funded by the College or can be accrued towards time off in lieu at these rates of overtime.
- 22.2 Where the line manager determines that the agenda for a staff meeting is not relevant to an Employee, that Employee will not be required to attend.

22.3 Staff who would not ordinarily work on the day of the staff meeting cannot be required to attend but may elect to do so and at the Line Manager’s request will be paid in accordance with the Modern Award, Clause 27.

23. Co-curricular Participation

23.1 Employees who hold the necessary qualifications or experience are strongly encouraged to participate in co-curricular hours and the co-curricular program within the College on the terms set out in this clause.

23.2 Employees may choose to take part in voluntary co-curricular hours, the co-curricular program or both.

23.3 The salary paid to Employees under this Agreement is sufficient to compensate the Employees for working any voluntary co-curricular hours as set out in subclause 23.5. An Employee will not be entitled to any additional payment for undertaking voluntary co-curricular participation, except as set out in this clause.

23.4 All participation in voluntary co-curricular hours and the co-curricular program are to be coordinated and endorsed by the Dean of Co-curricular.

23.5 Voluntary Co-Curricular Hours

Employees are strongly encouraged to participate in the co-curricular activities of the College with an amount of voluntary co-curricular hours per academic year in accordance with the table below.

Employee’s FTE	Co-curricular participation
0.86 to 1.0	5 hours per year
0.66 to 0.85	4 hours per year
0.46 to 0.65	3 hours per year
0.26 to 0.45	2 hours per year
Less than 0.25	1 hour per year

23.6 Based on the desired level of collegiality and goodwill amongst the College staff, co-curricular hours are to occur outside the Employee’s work area. At no time will any Employee be expected to undertake any role or function for which they feel un-prepared or uncomfortable.

23.7 If the College cannot provide sufficient opportunities for co-curricular hours to take place, Employees will not be penalized.

24. Co-curricular Program

24.1 Employees participating in the College’s co-curricular program will receive the following lump sum payments in accordance with the level that corresponds with their participation:

Level A: Is the equivalent to a one-term commitment of about 2 sessions a week.

Level B: Is the equivalent to a two-term commitment of about 2 sessions a week.

Level C: Is the equivalent to a three-term commitment of about 2 sessions a week.

Level D: Is the equivalent to a four-term commitment of about 2 sessions a week.

Level	Current 2017	1 January 2018	1 January 2019
A	1,272	1,285	1,298
B	2,542	2,567	2,593
C	3,814	3,852	3,891
D	5,087	5,138	5,189

24.2 The Employee will receive the co-curricular program allowance payment in recognition of their participation in the co-curricular program as a lump sum payment at the conclusion of each Term, or semester, as appropriate.

24.3 The co-curricular program allowance will increase on 1 January each year until the Agreement’s nominal expiry date, in line with the percentage increases applicable to salaries, and match those offered to the Penrhos Teaching and Counselling staff.

25. Boarders Long Weekends

25.1 There are currently four working days per College calendar year, covering Boarders Long Weekends in Terms 1, 2 and 3.

25.2 All Operational Services Staff, who are rostered to work on any of the qualified four days and are then required to work on any of those ‘stand down’ days, shall be eligible to receive payment for these four paid working days in accordance with 25.3 below.

25.3 Operational Services Staff (excluding Boarding House Staff) who work on the Monday or Friday wishing to access the Boarders Long Weekends are required to record an additional 10 minutes per day, either at the day’s commencement or at the end of their normal working day to access this benefit, regardless of their ordinary hours of work.

- 25.4 The Boarders Long Weekend Leave is to be taken on the qualified days within the school year and cannot be taken at any other time, nor carried over to another period.
- 25.5 Employees are not required to make up extra time when taking other standard leave as this has already been taken into consideration when formulating the '10 minute' calculation.

PART 3– SALARIES AND RELATED MATTERS

26. Payment of Salaries

- 26.1 Salaries for all Employees will be paid on a fortnightly basis with payment made into an Employee's nominated bank account.
- 26.2 Part-time Employees will be paid pro-rata of the full-time equivalent for the same classification for the time worked in relation to an acknowledged full-time work day.
- 26.3 The fortnightly rate of pay is determined by dividing the Employee's annual salary rate by 26.08.
- 26.4 Casual Employees will be paid a casual allowance in line with the Modern Award.
- 26.5 A Casual Employee must be paid at the termination of each engagement, in accordance with usual payment methods for full-time Employees.
- 26.6 After 12 months' full-time equivalency, Employees will automatically progress to the next salary step within the specified salary band/level with effect January 1 in the subsequent year. *e.g. a 0.5 FTE would progress to the next salary level every 24 months. Staff would continue to receive endorsed EBA increases regardless of their FTE.*
- 26.7 The College is committed to maintaining salary above that offered to employees by the Catholic Education Office (CEO), based on a comparative annualised salary, inclusive of annual leave loading. Should there be any increases in CEO salaries that materially disrupt this undertaking the Enterprise Agreement Committee shall reconvene in order to review salary rates.

27. Higher Duties

- 27.1 Higher Duties for Administrative & Technical Officers
- 27.1.1 Administrative and Technical Officers Employees requested to perform work for which a higher rate of pay applies, shall be paid such higher rate whilst so employed if the period is a minimum of 5 days.
- 27.1.2 If employed for more than five days on the higher class of work they shall be paid the higher rate for the whole of such time, including the first 5 days.

27.2 Higher Duties for Operational Service Employees and Maintenance/Trade Employees

27.2.1 Operational Services employees and Maintenance/Trade employees requested to perform work for which a higher rate than their usual rate applies, shall be paid such higher rate whilst performing that work.

27.2.2 Provided that if employed for two hours or more on the higher class of work they shall be paid the higher rate for the whole of that shift.

28. Time Off in Lieu (TOIL)

28.1 Where an Employee works in excess of their usual working week, provision will be made for them to take the extra time worked as Time off In Lieu (TOIL) in accordance with clauses 28.2 and 29. of this Agreement. This TOIL is required to be claimed within four (4) Term weeks of the date of it being accrued.

28.2 The arrangement to work additional hours must be pre-approved, where practicable, by the line manager, and endorsed by the Principal or the Director Finance and Administration. This endorsement must occur prior to the work commencing before an employee can proceed to work these additional hours and recoup them as either TOIL or paid Overtime.

28.3 Any additional hours worked by part time Employees (in mutual agreement between the line manager and the Employee) up to 37.5 hours per week and within the spread of hours indicated at clause 19. of this Agreement, that are *unable* to be accessed as TOIL, are paid at the rates specified in the Modern Award.

29. Overtime Rates

29.1 Any Employee who is authorized by the line manager and endorsed by the Principal or the Director Finance and Administration, to work hours in excess of their usual working week, who is unable to access TOIL, will be paid overtime for all authorised work performed outside of, or in excess of their agreed ordinary hours, in accordance with Section 27.1 of the Modern Award.

29.2 The College may (upon occasion) require an Employee to work reasonable, mutually agreed, additional hours in accordance with Section 22.4 of the Modern Award.

29.3 Overtime will be paid out, if it is unable to be taken as TOIL, within the four weeks of the date of accrual.

30. Superannuation

30.1 The College will make superannuation contributions in accordance with the *Superannuation Guarantee and Administration Act 1992 (Cmwth)* into a complying superannuation fund nominated by the Employee. If the Employee does not choose a superannuation fund, contributions will be made by the College into a default complying superannuation fund.

- 30.2 Subject to the governing rules of the relevant superannuation fund an Employee may, in writing, authorise the College to salary sacrifice a specified amount from the pre-taxation salary of the Employee into the same Superannuation fund as the College makes its superannuation guarantee contributions on behalf of the employee as per current Australian Taxation Office guidelines. This amount may be adjusted by the Employee provided that the Employee gives one (1) month's written notice to the College, subject to current legislative compliance.
- 30.3 The College will pay the amount authorized under this clause no later than 28 days after the end of the month in which the deduction/s authorised under this clause was made.

31. Deferred Salary Option

- 31.1 After a qualifying period of three years, Operational Services Staff may elect to defer 20% of their annual salary for four consecutive years and receive leave for the whole of the fifth year. The College will place the deferred annual salary into a separate general ledger account in the name of the employee and the total amount in the account will be paid to the employee through the usual payroll process during the fifth year.
- 31.2 Employees will be paid the amount that stands to their credit, that being the total amount they have contributed over the period of 4 years. This may be less than 80% of the standard pay for the year that they take this deferred year of absence from the College. This amount will be taxed accordingly.
- 31.3 Operational Services Staff wishing to apply for this scheme must apply to the College Principal in writing.
- 31.4 The 'Deferred Salary Option' will commence from the 1st of January in the year following the Principal's endorsement of the Employee's application.
- 31.5 The salary will be paid fortnightly in the normal pay cycle.
- 31.6 Leave during the 5th year will not count as service for the accrual of leave entitlements but will be deemed as not breaking continuous service.
- 31.7 If the employee leaves the College before the deferred leave is due to be taken, the total of the salary amounts deferred over the period of the option will be paid to the employee at their date of separation from the College.

32. Salary Packaging

- 32.1 Penrhos College provides salary packaging of up to 40% of gross salary in the form of expense benefit payments in accordance with legislation for Salary Packaging.

- 32.2 Penrhos College will confirm what benefits are available to employees.
- 32.3 Operational Services Staff will enter into a personal salary packaging agreement with the Salary packaging provider and Penrhos College accepts no liability for an employee's personal financial choices.

33. Workers' Compensation

- 33.1 An Employee who is on workers' compensation will be paid at the rate prescribed in this Agreement on any available accrued leave until any claim is resolved by the College's insurer.
- 33.2 The first 12 weeks of workers' compensation only (cumulative per incident) shall count for the purposes of accruing leave.

34. Uniforms

- 34.1 Where an Employee is required by the College to wear special clothing, such clothing shall be provided at the College's expense.
- 34.2 The College will provide either:
 - 34.2.1 a uniform; or
 - 34.2.2 special clothing allowance in line with the Modern Award where a uniform is required but not supplied.

35. Protective Clothing / Personal Protective Equipment (PPE)

- 35.1 Where Employees are required to work in water they shall be supplied with rubber boots.
- 35.2 Employee's that are required to clean toilets, use acids, wash dishes, or handle detergents, acids, soaps or injurious substances shall be supplied with rubber gloves.
- 35.3 Where the conditions of work are such that an Employee is unable to avoid their clothing becoming wet or dirty, they shall be supplied with suitable PPE free of charge by the College.
- 35.4 While not being part of any issue of work clothing/equipment supplied, the College will be required to provide all PPE & clothing (Standards Association of Australia SAA approved) for use by the Employee during the performance of their required duties at no cost to the Employee.
- 35.5 Where suitable protective clothing is supplied by the College to an Employee, such clothing shall remain the property of the College.

36. Flu Immunisation

- 36.1 Employees wishing to take the opportunity of having annual influenza vaccinations can do so free of charge via the College's Wellness Program.

PART 4– LEAVE ENTITLEMENTS

37. Sick / Carers / Personal Leave

- 37.1 All Employees (except casuals) are entitled to 12 days' paid Sick / Carers / Personal leave per year, pro rata'd to their Full Time Equivalent (FTE) or annualised hours.
- 37.2 Sick / Carers / Personal leave accrues progressively during hours worked and is cumulative.
- 37.3 An Employee may take paid Sick / Carers / Personal leave if the leave is taken:
- 37.3.1 because the Employee is not fit for work because of a personal illness, or personal injury, affecting the Employee; or
 - 37.3.2 to provide care or support to a member of the Employee's immediate family, or a member of the Employee's household, who requires care or support because of:
 - (i) a personal illness, or personal injury, affecting the member; or
 - (ii) an unexpected event or emergency affecting the member.
- 37.4 Sick / Carers / Personal leave is *not* paid out upon termination.
- 37.5 All Employees are entitled to up to 2 days unpaid Carer's leave per each occasion when a member of the Employee's immediate family, or a member of the employee's household, requires care or support because of a personal illness, or personal injury affecting the member; or an unexpected emergency affecting the member.
- 37.6 An Employee cannot take unpaid Carer's leave if the Employee could instead take paid Sick / Carers / Personal leave.
- 37.7 An Employee must notify the College of his or her absence and the expected period of absence as soon as practicable.
- 37.8 Employees who are absent for more than 2 consecutive days, or otherwise at the request of the College, must provide the College with reasonable proof that the absence was taken for the specified reason, e.g. a medical certificate from a registered health practitioner, statutory declaration, or other supporting evidence that would satisfy a reasonable person.
- 37.9 Sick / Carers / Personal leave will be payable at the Employee's ordinary rate of pay provided that the Employee provides evidence and notification of the absence as required by sub-clauses 37.7 and 37.8.

38. Compassionate Leave

- 38.1 All Employees are entitled to up to 2 days' compassionate leave for each occasion when a member of the Employee's immediate family, or a member of the Employee's household, contracts or

develops a personal illness that poses a serious threat to his or her life; sustains a personal injury that poses a serious threat to his or her life; or dies.

- 38.2 Except for Casual Employees (who are not entitled to payment for compassionate leave), compassionate leave is paid at the Employee's base rate of pay for the Employee's ordinary hours of work in the period.

39. Special Leave

- 39.1 The College may, upon sufficient cause being shown, grant an Employee a period of paid special leave provided that:

39.1.1 no other paid leave is available;

39.1.2 no other arrangements can reasonably be made;

39.1.3 the absence from duty is required due to pressing necessity and

39.1.4 that the incident necessitating leave is unplanned.

- 39.2 The period determined will be at the discretion of the Principal and having regard to all the circumstances, would not normally exceed three (3) days in any one instance.

- 39.3 Special leave does not accrue.

- 39.4 The Principal's discretion is not to be harshly or unfairly exercised.

40. Parental Leave

- 40.1 Employees are entitled to unpaid parental leave in accordance with the NES (or legislation amending or replacing the NES).

- 40.2 Penrhos College will continue to update and advise all Employees on Parental Leave of changes and updates in the workplace.

- 40.3 Employees returning to work following a period of paid Parental Leave will be contacted at least four weeks prior to their previously advised due return date to confirm their intention to resume their usual duties, at the previously advised date.

41. Paid Parental Leave Allowance

- 41.1 A full, or part-time Employee, who has completed, before the expected date of birth (or date of placement in the case of adoption), at least 2 years' continuous service, and has provided notice and evidence of his/her intention to take parental leave as a primary carer in accordance with the NES, will be entitled to 10 weeks' paid parental leave, at his/her ordinary rate of pay at the commencement of parental leave.

41.2 Paid parental leave may be taken under the following arrangement:

41.2.1 on a normal fortnightly pay cycle; or

41.2.2 in advance as a lump sum.

41.3 An Employee with at least 2 years' continuous service with the College but who is not the primary carer is entitled to 1 week's paid leave at the birth (or placement) of the child.

41.4 If a pregnancy results in other than a live child, or the child dies during the period of paid parental leave, the entitlement to paid parental leave as provided in this clause remains intact.

42. Subsequent Access to Penrhos College's Paid Parental Leave

42.1 Access to paid parental leave under clause 40.3 for subsequent pregnancies is available, provided that the Employee returns to the workplace and completes a further period of a minimum of 12 months' continuous service before being eligible for a further allotment of paid parental leave.

43. Federal Government Paid Parental Leave Scheme

43.1 Employees eligible for the Federal Government paid parental leave scheme (or any scheme that replaces this initiative) will receive this payment in line with the requirements of the legislation, as amended from time to time, currently being 18 weeks at the Federal minimum wage.

43.2 Employees who qualify for the Federal Government entitlement and paid parental leave under clause 42 will receive the Federal Government entitlement in addition to the paid leave provided by the College.

44. Annual Leave (Entitlement to)

44.1 Employees (except Casual Employees) are entitled to four (4) weeks paid annual leave (pro rata for part-time employees) in accordance with the NES.

44.2 Payment for annual leave is included in the annual salary paid to the Employee in accordance with the Appendices to this Agreement.

44.3 If any public holiday falls within an Employee's period of annual leave and is observed on a day which in the case of that Employee would have been an ordinary working day, there shall be added to that period one day, being an ordinary working day, for each such holiday observed as aforesaid.

45. Annual Leave Loading

45.1 Subject to sub-clause 45.4, an Employee who has completed 12 months' continuous service with the College or has been employed for all four terms in a calendar year is entitled to a leave loading of 17.5% on 4 week's salary.

45.2 Employees are paid leave loading at the time they take their leave. Employees who do not take leave during the academic year are paid leave loading in December of that year.

45.3 Where an Employee is employed for less than the full school year, the annual leave loading shall be paid on a pro rata basis in the same proportion as the number of weeks which the Employee was employed to actually work in the College, compared to the number of weeks in the same school year.

45.4 Specified positions that are classified in the College Leadership Group 1 and 2, or in Operational Services Staff Line Manager Group 1 or 2, do not receive annual leave loading.

46. Long Service Leave (LSL)

46.1 An Employee who has completed eight (8) years' continuous service with the College shall be entitled to access long service leave (LSL), accrued at the rate of 1.25 weeks per year.

46.2 With effect from the 1/1/2011 an Employee who then completes a subsequent seven (7) years' continuous service with the College shall be entitled to access LSL accrued at the rate of 1.429 weeks per year.

46.3 Pro-rata LSL shall be payable on resignation/termination after 7 completed years of continuous service. This clause will not apply to Operational Services Staff whose employment is terminated for serious misconduct.

46.4 LSL shall be paid at the ordinary rate of salary applicable at the time leave is taken.

46.5 Payment for LSL shall be made in the normal pay period or if requested in writing, in a format that is mutually agreed.

46.6 Should an Employee become ill or injured during the period of long service leave for a period of more than two days whilst on long service leave, and produces at the time, or as soon as practicable thereafter, medical evidence that they were confined to their place of residence or hospital for a period of at least 14 consecutive calendar days, the College will grant sick leave for the period during which the employee was confined and reinstate long service leave equivalent to the period of confinement to the limit of their accrued paid leave.

46.7 For the purpose of this clause, continuous service shall include any period of absence on approved paid leave, including paid parental leave.

46.8 Although periods of absence on unpaid parental leave do not count towards continuous service for the purpose of LSL accruals, such absences do not break continuity of service.

46.9 LSL will generally be taken in its entirety. However, in special circumstances, which result in no additional cost to the College, LSL may be taken in smaller portions at mutually agreed times with the endorsement of the employee's Line Manager, and at the discretion of the Principal.

47. Leave without Pay (LWOP)

- 47.1 While an Employee has the right to apply for leave without pay the granting of such leave is at the discretion of the Principal.
- 47.2 An Employee applying for leave under this clause must have exhausted all existing annual and long service leave entitlements, state the period of leave required, and advise the Principal of the reason for which the leave is being sought.
- 47.3 Leave without pay -
- 47.3.1 does not constitute a break in service; and
- 47.3.2 unless granted under sub-clause 47.4, shall not count in calculating the period of service for any purpose of this Agreement in line with clause 11.1(b) of the Modern Award.
- 47.4 The College may place an Employee on leave without pay during the school vacation periods or any part thereof during which an Employee cannot be usefully employed.
- 47.5 The College shall be relieved of the obligation to provide work during a school vacation period or any part thereof during which an Employee cannot be usefully employed.
- 47.6 The Employee shall not be entitled to the payment of salary in respect of any such period during which no work is performed, other than any period during which the Employee is on annual leave or a public holiday where the public holiday falls on a day on which the Employee would normally be employed to work.
- 47.7 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.
- 47.8 The maximum period for which leave is granted under this clause shall be one year.
- 47.9 There is no further leave accrual whilst an Employee is on leave without pay, over and above 2 consecutive weeks.

48. Community Service Leave

- 48.1 Operational Services Staff will receive community service leave (including jury service leave and voluntary emergency management activities leave) in accordance with the NES (or any legislation amending or replacing the NES).
- 48.2 In respect of Jury Service Leave, the College will comply with the *Juries Act 1957 (WA)*, as currently in-force, to reimburse Employees (other than Casual Employees) 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.

49. Given Leave

49.1 All Employees who would normally work between Christmas and New Year will be entitled to 3 days' paid leave during this period (if those given days fall on a day that an Employee would otherwise be at work) except when it is mutually agreed that leave be taken at another time.

50. Domestic Violence Leave

50.1 An Employee experiencing domestic violence will have access to 5 days per year of paid Domestic Violence Leave for medical appointments, legal proceedings and other activities related to domestic violence. This leave will be in addition to existing leave entitlements and may be taken as consecutive or single days.

50.2 Proof of domestic violence may be required and can be in the form of an agreed document issued by the Police service, a Court, a Doctor, a Domestic Violence Support Service or Lawyer. All personal information concerning domestic violence will be kept confidential.

50.3 An employee experiencing family violence may raise the issue with their Line Manager or the Director Finance and Administration. The Line Manager may seek advice from the Director Finance and Administration.

50.4 Where requested by a staff member, the DFA will liaise with the relevant Head of Department on the staff member's behalf, and will make a recommendation regarding the most appropriate form of support.

50.5 No adverse action will be taken against a staff member if their attendance or performance at work suffers as a result of experiencing domestic violence.

50.5 Support: A staff member experiencing domestic violence will be referred to the Employee Assistance Program (EAP) and/or other local resources. A member of staff who supports an immediate family member experiencing domestic violence may take Sick/Carer's leave to accompany them to court, to hospital, or to mind children.

PART 5 - TERMINATION AND REDUNDANCY

51. Termination

51.1 The College

51.1.1 The College may terminate an Employee's employment by providing the Employee with at least 4 weeks' notice in writing, or greater period as required by the NES. If the Employee is over 45 years of age and has served two (2) years of continuous service this notice is to be increased by one (1) week.

51.1.2 Payment in lieu of notice will be made if the appropriate notice period (or part thereof) is not required to be worked.

51.1.3 Where the College has given notice of termination to an Employee, the Employee will be allowed up to (1) day as time off without loss of pay for the purpose of seeking other employment. The time taken off is to be taken at times that are convenient to the Employee after consultation with the College.

51.1.4 The period of notice provided shall not apply in the case of dismissal for conduct that justifies instant dismissal, neglect of duty or misconduct or to Casual Employees.

51.2 Employee

51.2.1 The notice of termination required to be given by an Employee is the same as that required of the College, i.e. four (4) weeks.

51.2.2 If an employee fails to give the appropriate notice, the College may withhold monies due to the Employee to a maximum amount equal to the ordinary time rate of pay for the period of notice not provided.

51.3 Mutual Agreement

51.3.1 The College and an Employee may agree to end the employment relationship, in which case, the period of notice required to be given by either party will be four (4) weeks, unless the parties agree a lesser period in writing.

51.4 Certificate of Service

51.4.1 The College agrees to provide a certificate of service to an employee whose employment is terminated, upon request from the Employee.

51.5 Redundancy

51.5.1 This clause does not apply to Casual or Temporary/ fixed term Employees.

51.5.2 Redundancy occurs when the College has made a definite decision that it no longer requires the job the Employee has been doing to be done by anyone and that decision leads to the termination of employment of the Employee, except where this is due to the ordinary and customary turnover of labour.

51.5.3 As soon as practicable after the College has made the decision, the College will consult with the affected Employee(s) and shall provide in writing, the reasons for the proposed terminations, measures to avoid or minimise the terminations and/other adverse effects on the Employee(s) concerned. The College will hold discussions with the Employee(s) and their representative(s) (if any) regarding the possible redundancies.

51.5.4 The College will provide reasonable administrative support to assist Employee(s) affected by redundancy should they wish to access it. This will include the preparation of CVs' and informing other schools of the availability of redundant Employee(s) should the Employee consent to this.

51.5.5 A certificate of service and reference will be provided by the College.

51.5.6 An Employee, whose employment is terminated by reason of redundancy, is entitled, in addition to notice of termination, to the following amount of redundancy pay in respect to continuous service.

Period of Continuous Service	Redundancy Pay
Less than 1 year	4 weeks' pay
After 1 year but less than 2 years	4 weeks' pay
After 2 years but less than 3 years	6 weeks' pay
After 3 years but less than 4 years	7 weeks' pay
After 4 years	An additional week for each year of service above (3) years up to a maximum of 20 years.

51.6 Transfer to Lower Paid Duties

51.6.1 Where an Employee agrees to accept a transfer to lower paid duties by reason of redundancy, the same period of notice and severance pay must be given as the Employee would have been entitled to if the employment had been terminated.

51.6.2 At the Principal's discretion, the College may make payment in lieu of the amount described in sub-clause 51.6.1 of an amount equal to the difference between the former ordinary rate of pay and the new ordinary rate, for the number of weeks of notice still owing.

51.7 Job Search Entitlement

51.7.1 An Employee given notice of termination in circumstances of redundancy is entitled to up to one (1) day of time off without loss of pay during each week of the notice period as outlined in sub-clause 51.1.3 for the purpose of seeking other employment. This replaces that entitlement under that clause.

51.7.2 If the Employee is allowed paid leave for more than one day during the notice period as per sub-clause 51.7.1, for the purpose of seeking other employment, the Employee may be required at the request of the College to produce proof of attendance at a job interview or they will not be entitled to payment for the time absent. For this purpose, a statutory declaration is sufficient.

51.7.3 If a part-time Employee's hours are reduced, without their consent, by more than 25% they will be entitled to the provisions of this clause.

PART 6– EMPLOYEE REPRESENTATION

52. Right of Entry

- 52.1 An authorised representative of the Union may enter the College in accordance with the right of entry provisions in the Act.

PART 7– DISPUTE RESOLUTION

53. Dispute Settlement Procedure

- 53.1 If a dispute relates to:

53.1.1 a matter arising under the agreement; or

53.1.2 the National Employment Standards;

this term sets out procedures to settle the dispute.

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

- 53.3 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.

- 53.4 If discussions at the workplace level do not resolve the dispute, a party to the dispute may refer the matter to Fair Work Commission.

- 53.5 The Fair Work Commission may deal with the dispute in 2 stages:

53.5.1 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

53.5.2 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.

- 53.6 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.

- 53.7 While the parties are trying to resolve the dispute using the procedures in this term:
- 53.7.1 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
- 53.7.2 an employee must comply with a direction given by the College to perform other available work at the same workplace, or at another workplace, unless:
- (i) the work is not safe; or
 - (ii) applicable occupational health and safety legislation would not permit the work to be performed; or
 - (iii) the work is not appropriate for the employee to perform; or
 - (iv) there are other reasonable grounds for the employee to refuse to comply with the direction.
- 53.8 The parties to the dispute agree to be bound by a decision made by Fair Work Commission in accordance with this term.

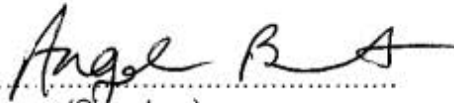
Teaching & Counselling Staff 2018 to 2019 Enterprise Agreement

Part 8 – Endorsement

50. Signatories



.....
(Signature)



.....
(Signature)

MEG MELVILLE

.....
(Name of signatory in block letters)

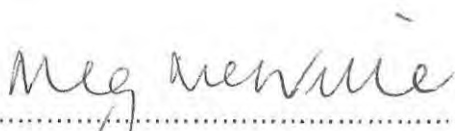
Penrhos College Principal

ANGELA BRIANT

.....
(Name of signatory in block letters)

General Secretary
Independent Education Union of Australia
(WA Branch)

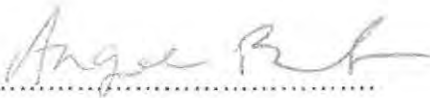
PART 8 – SIGNATORIES


.....
(Signature)

MEG MELVILLE

.....
(Name of signatory in block letters)

Penrhos College Principal
Penrhos College
6 Morrison Street
COMO WA 6152


.....
(Signature)

ANGELA BRIANT

.....
(Name of signatory in block letters)

General Secretary
Independent Education Union of Australia
(WA Branch)
Suite 20/63 Knutsford Avenue
RIVERVALE WA 6103

Appendix I – Administrative & Technical Officer (ATO)

A full-time **Administrative & Technical Officer (ATO)** employee will be engaged to work an average of 37.5 hours per week (Monday to Friday inclusive) and the hours of duty per day shall be fixed by agreement between the Employee and the College, for a minimum of 40 weeks per year.

In the absence of any agreement reached in accordance with sub-clause 19.1 of this Agreement, the ordinary hours of duty shall not exceed 37.5 hours per week, and shall be worked on Monday to Friday, between the hours of 6.00am and 6.00pm, or by mutual agreement between the Employee and College.

Term Breaks

During the College vacation periods, or any part thereof during which an employee cannot be usefully employed, the College shall be relieved of the obligation to provide work and the officer shall not be entitled to the payment of salary in respect of any such period during which no work is performed other than any period during which the officer is on annual leave or a public holiday where the public holiday falls on a day on which the officer would normally be employed to work. Provided that the maximum period covered by this clause shall be eight (8) weeks in any one year. Such leave shall be termed 'stand down'.

ATO Classifications

Level 1 "Officer"

The Operational Services Staff at this level requires no prior experience or formal qualifications in the performance of the job and works under direct supervision.

Examples of positions which may appropriately be classified as Level 1: General Clerical Assistant, Word Processing Operator, Data Entry Operator, Laboratory Attendant, School Secretary and any Assistant employed within the terms of this Agreement.

Level 2 "Officer"

The Operational Services Staff at this level performs duties under general supervision, may have acquired some relevant qualifications and is competent in the performance of tasks associated within Level 1 positions.

Level 3 "Officer"

The Operational Services Staff at this level work as a competent skilled autonomous officer and has knowledge, skills and demonstrated capacity to undertake complex tasks. The officer is likely to have TAFE/TERTIARY or equivalent qualifications.

Level 4 "Officer"

The Operational Services Staff at this level, through formal qualification or job responsibility, is fully competent in the performance of the job function.

The Operational Services Staff at this level would have a high degree of autonomy, initiative and discretion in the work program and may be responsible for the supervision of other administrative and/or technical officers.

Operational Services Staff Enterprise Agreement 2018 to 2019

The officer is likely to have TAFE/TERTIARY or equivalent qualifications or experience.

Level 5 "Officer" (With effect from 1/1/2016)

The Operational Services Staff at this level, through formal qualification and job responsibility, are fully competent in the performance of the job function and may be accountable for the services under their control.

The Operational Services Staff at this level would have a high degree of autonomy, initiative and discretion in the work program and may be responsible for the supervision of other administrative and/or technical officers, hold a budget and have the day to day management of a minimum of 3 other employees.

The employee at this level is not only competent in the performance of their role but also has relevant TAFE/Tertiary or equivalent qualifications and/or demonstrated experience.

However, there is no requirement for employees employed prior to 1/1/2015 who occupy a role at this level to hold a formal qualification.

Level 6 "Officer" (With effect from 1/1/2016)

The Operational Services Staff at this level, through formal qualification and job responsibility, are fully competent in the performance of the job function.

The Operational Services Staff at this level would have a high degree of autonomy, initiative and discretion in the work program and will be responsible for the supervision of other administrative and/or technical officers, hold a budget and manage a minimum of 3 people.

The employee at this level will be competent in the performance of their role but hold relevant Tertiary or equivalent qualifications and have demonstrated experience.

However, there is no requirement for employees employed prior to 1/1/2015 who occupy a role at this level to hold a formal qualification.

Salary Schedule

		2017	2018	2019
Level 1	Step 1	48,193	48,675	49,162
	Step 2	48,772	49,260	49,752
	Step 3	49,348	49,841	50,340
	Step 4	49,929	50,428	50,933
	Step 5	50,508	51,013	51,523
	Step 6	51,084	51,595	52,111
Level 2	Step 1	52,820	53,348	53,882
	Step 2	53,977	54,517	55,062
	Step 3	55,129	55,680	56,237
	Step 4	56,287	56,850	57,418
	Step 5	57,444	58,018	58,599
	Step 6	58,600	59,186	59,778

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		2017	2018	2019
Level 3	Step 1	60,914	61,523	62,138
	Step 2	62,302	62,925	63,554
	Step 3	63,688	64,325	64,968
	Step 4	65,073	65,724	66,381
	Step 5	66,464	67,129	67,800
	Step 6	67,849	68,527	69,213
Level 4	Step 1	64,380	65,024	65,674
	Step 2	66,693	67,360	68,034
	Step 3	69,009	69,699	70,396
	Step 4	71,322	72,035	72,756
	Step 5	73,631	74,367	75,111
	Step 6	75,944	76,703	77,470
Level 5	Step 1	77,842	78,620	79,407
	Step 2	79,399	80,193	80,995
	Step 3	80,987	81,797	82,615
	Step 4	82,607	83,433	84,267
	Step 5	84,259	85,102	85,953
	Step 6	85,944	86,803	87,671
Level 6	Step 1	90,241	91,143	92,055
	Step 2	93,851	94,790	95,737
	Step 3	97,605	98,581	99,567
	Step 4	101,509	102,524	103,549
	Step 5	105,570	106,626	107,692
	Step 6	109,792	110,890	111,999

Appendix 2 – Boarding House Employees

1. This classification applies to Operational Services Staff working in the Boarding House who directly supervise or who are responsible for the supervision of the educational, recreational and personal general welfare of students in or about a boarding house and shall include those supervisory duties outside a boarding house that are from time to time directed by the College, but shall not include those persons employed as Cleaners, Caretakers, Kitchen and Canteen Employee's, Laundry Employee's, School Nurses, Grounds Employees, and those Operational Services Staff primarily employed as Teachers or to a member of a religious order, unless it is so stated in a written contract of employment between that person and the College.
2. A Boarding House shift is generally from 3pm to 9am the next day (including a sleepover usually from 10pm to 6am). Day shifts (usually on weekends) occur from 9am to 3pm.
3. This classification shall not apply to volunteer tutors and volunteer resident assistants, whose role is to provide management support and to oversee students whilst under supervision, in return for which free board and lodging is provided.
4. A relief Boarding House Supervisor shall be paid per rostered shift at a rate calculated at step 6 divided by 200. ("Relief Boarding House Supervisor" – means a Operational Services Staff employed as per the boarding house roster for a period not exceeding four consecutive weeks at the same school.)
5. The notice period for Boarding House employees is four weeks, preferably in term time.
6. Boarding House Employees accrue their leave entitlements based on their roster schedule and stipulated full time equivalent. Part time Boarding House employees will accrue their leave entitlements, pro rata'd against a full time, standard Boarding House rostered working week.

Term Breaks for Boarding House Supervisory Employees

7. Except as hereinafter provided an Employee shall be allowed the holidays granted by the College in which he/she is employed, including term and Christmas vacations, without deduction of pay. A Boarding House Employee may be required for duty prior to the beginning of each term and following the end of each term for the purposes of preparing for the opening and/or closure of the boarding house.
8. Each Employee shall be paid his/her ordinary wages for any day on which he/she is relieved of the obligation to present him/herself for work subject to the provisions of sub-clause 5 of this clause.
9. An employee who is employed to work less than the full school year shall be entitled to payment at the ordinary rate of pay for or in lieu of the term and Christmas vacation periods related to that school year on the basis of one week's pay for each four weeks which the employee was employed to actually work in the College.

Meals – Boarding House Employees

10. An Employee rostered on duty, during meal times, shall be entitled to a meal and shall be allowed sufficient time to have such meal.

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Salary Schedule

		2017	2018	2019
Supervisor				
S1	1st Year of Experience	48,671	49,158	49,649
S2	2nd Year of Experience	50,450	50,955	51,464
S3	3rd Year of Experience	52,820	53,348	53,882
S4	4th Year of Experience	55,188	55,740	56,297
S5	5th Year of Experience	57,559	58,135	58,716
S6	6th Year of Experience	59,929	60,528	61,134
Senior Supervisor				
SS1	1st Year of Experience	63,488	64,123	64,764
SS2	Thereafter	67,042	67,712	68,390

Appendix 3– Education Assistants

1. A full-time **Education Assistant (EA)** will be engaged to work an average of 32.5 hours per week, up to 33.5 hours per week.
2. Any time in excess of 33.5 hours will be paid at overtime rates.
3. An Education Assistant left in charge of pupils for a full session shall be paid at his/her ordinary rate, plus 10%, for the period for which they are left in charge, provided that if the period for which the Employee is left in charge exceeds three days then they shall be paid at the ordinary rate plus 20% for the whole period for which they are in charge.

Salary Schedule

		2017	2018	2019	2017
	Education Assistant				
EA	Annual Salary	51,007	51,517	52,032	51,007
	Hourly Rate	30.09	30.39	30.70	30.09
	Special Needs Education Assistant				
SNEA 1	Annual Salary	53,557	54,093	54,633	53,557
	Hourly Rate	31.60	31.91	32.23	31.60
SNEA 2	Annual Salary	54,958	55,508	56,063	54,958
	Hourly Rate	32.42	32.75	33.08	32.42

Term Breaks for Education Assistants

4. Except as hereinafter provided an employee shall be allowed the holidays granted by the College in which they are employed as an Education Assistant, including term and Christmas vacations, without deduction of pay.
5. Each employee employed as an Education Assistant shall be paid their ordinary wages for any day on which they are relieved of the obligation to present them self for work.
6. An employee who is employed as an Education Assistant and employed to work less than the full school year shall be entitled to payment at the ordinary rate of pay for or in lieu of the term and Christmas vacation periods related to that school year on the basis of one week's pay for each four weeks which the employee was employed to actually work in the College.

Appendix 4 – Operational Services Employees

A full-time Operational Services employee will be engaged to work an average of 38 hours per week, to be worked in not more than 40 hours in any week, or eight in any day and shall be worked on any five days of the week.

Operational Services Employee Classifications:

Head Groundsperson

Shall mean an Employee in charge of the grounds of a large school who would be responsible for the supervision of all grounds Employees. The person would have qualifications and/or experience in horticulture, preparation of turf wickets and lawn tennis courts, and could have the responsibility for a full size swimming pool.

Senior Groundsperson (Grade 2)

Shall mean a person in charge of the grounds of a small school or section of a large school and who has completed an apprenticeship in horticulture or other relevant horticultural qualifications or who has substantial relevant experience within the horticultural or related industries to such an extent as would justify Grade 2 status. Would have at least one full-time equivalent groundsperson under supervision. The senior groundsperson could have responsibility for the maintenance of a swimming pool and lawn tennis courts, or equivalent levels of responsibility.

Senior Groundsperson (Grade 1)

Shall mean a person in charge of the grounds of a small school or section of a large school who does not have the qualifications or experience required for the Senior Groundsperson Grade 2 classification. Employee has at least one full-time equivalent Groundsperson under supervision. The senior groundsperson could have responsibility for the maintenance of a swimming pool and lawn tennis courts, or equivalent levels of responsibility.

Gardener/Groundsperson (Grade 2)

Shall mean a person working as a gardener/groundsperson in a large school, who for a significant proportion of the hours of duty is required to operate large ride on mowers, tractors, gang mowers, trucks and/or other similar or related vehicles.

A person who is required irregularly to operate such machinery or vehicles would not be classified Grade 2.

Gardener Groundsperson (Grade 1)

Shall mean a person working under supervision in gardens, grounds or maintenance; or a gardener/groundsperson working in a school under the direction of the head teacher or school manager.

First Cook (Grade 2)

Shall mean a person who is appointed as the senior cook in a school, who holds formal qualifications in cooking/catering or who has substantial relevant experience within the catering or related industries to such an extent as would justify Grade 2 status. A person without qualification would normally require a minimum of 5 years' experience to justify such status. This person could be required to supervise other Employees and assist with the ordering of catering supplies.

First Cook (Grade 1)

Shall mean a person appointed as First Cook or Cook working alone who does not have the qualifications or equivalent experience required for classification of First Cook (Grade 2).

Tradesperson Cook

Shall mean a First Cook, Grade 2 who has completed an apprenticeship in cooking, baking or pastry cooking.

Domestic Employees

Shall mean a Kitchen Attendant; House Attendant; Dining Attendant; Laundry Attendant; Wardrobe Attendant and Cleaner.

Term Breaks for Operational Services Employees

Subject to the provisions of Clause '19. Hours of Work' in this Agreement, during the school vacation periods the College shall be relieved of the obligation to provide work and the employee shall not be entitled to the payment of wages in respect of any such period during which no work is performed other than any period during which the employee is on annual leave or a public holiday which falls on a day the employee would normally have worked. Provided that the maximum period covered by this sub-clause shall be four weeks in any one year.

By agreement between the College and a majority of Operational Services Employees at Penrhos College, as a means of working a 38 hour week, the following may apply:

- (a) with at least seven days' notice to the Union by the College, the hours of work may be arranged so that an Employee works 76 hours over nine days each fortnight with the 10th day off on full pay; or
- (b) with at least seven days' notice to the Union by the College, the hours of work may be arranged so that an Employee works 152 hours over 19 days in each four week period with one day off on full pay in conjunction with other day(s) off work.

Meal Allowance – Operational Services Employees

Where the College requires an employee to undertake more than two hours' overtime after the completion of a full day of work (defined as not less than 7.6 hours), the College will provide a meal to the Employee. The exceptions to this are:

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- (a) if an Employee could reasonably return home for a meal; or
- (b) if it is not possible to provide a meal, the College will pay a meal allowance of \$13.27 to the Employee;
- (c) employed in a boarding house role, to be on duty during meal times, the employee will be entitled to the meal provided to the school's boarding students.

If an Employee to whom paragraph (a) of this sub-clause of this Appendix then supplies their own meal, and is no longer required to work overtime, or is required to work less overtime than the period notified, he/she shall be paid for each meal provided and not required, the appropriate amount prescribed above.

Salary Schedule

		2017	2018	2019
Level 1	Cleaner	49,394	49,888	50,387
Level 2 SEA.2	Canteen , Kitchen, House, Dining, Laundry, Sewing Attendants	50,202	50,704	51,211
Level 3 SEA.3	Cooks (other)	50,706	51,213	51,725
Level 4 SEA.4	Groundsperson / Handyperson	51,706	52,223	52,745
Level 5 SEA.5	First Cook Grade 1 or Cook working alone Groundsperson/Handyperson Grade 1 Sewing Supervisor	52,721	53,248	53,781
Level 6 SEA.6	Groundsperson / Handyperson Grade 2 / First Cook Grade 2	53,724	54,261	54,804
Level 7 SEA.7	Senior Groundsperson / Handyperson	55,736	56,293	56,856
Level 8 SEA.8	Head Groundsperson	65,797	66,455	67,120

Overtime – Operational Services Employees

- (a) All work done outside the daily spread of hours provided in the hour's sub-clause 18.1 of this Agreement, or beyond eight hours in any one day or beyond 38 hours in any one week shall be deemed overtime and shall be paid for at the rate of time and one-half for the first two hours and at the rate of double time for all overtime worked thereafter.
- (b) Overtime shall be paid at the rate of double time for all overtime worked on Saturday and Sunday.
- (c) All work performed by any Employee on a public holiday will be paid at the rate of double time and one-half.
- (d) An Employee who is recalled to work outside their normal hours of work shall be paid for a minimum of three hours at overtime rates and for all reasonable expenses incurred in returning to work. Provided that this sub-clause does not apply to Employees recalled as part of their normal duties.
- (e) All ordinary hours of work performed between midnight on Friday and midnight on Sunday shall be paid for at the rate of time and one-half.
- (f) This clause is also relevant for Employees that are required to attend College / residential camps/ sleepovers.

Appendix 5 – School Nurses

School Nurse

1. A School Nurse is an Employee of the College who is registered or entitled to be registered as a general trained nurse under the *Health Practitioner Regulation National Law (WA) Act 2010*.
2. Progression through the salary levels identified below is by annual increments.
3. Where an employee is appointed to the position of School Nurse, previous relevant nursing experience in an independent school, or at a similar level, shall be taken into account in determining the appropriate increment level.
4. Experience shall include time spent in relevant post basic courses.
5. The onus of proof of previous experience shall rest with the appointed School Nurse.
6. A full-time **School Nurse** will be engaged to work an average of 38 hours per week.
7. A School Nurse shall be allowed the leave granted by the school in which she/he is employed without deduction of pay: Provided that such leave shall be not less than six weeks during the Christmas vacation nor ten days during each of the term vacations.

Salary Schedule

	2017	2018	2019
N1	60,756	61,364	61,977
N2	63,684	64,321	64,964
N3	66,626	67,292	67,965
N4	69,566	70,262	70,964
N5	72,510	73,235	73,967
N6	75,451	76,206	76,968
N7	78,378	79,162	79,953
N8	81,316	82,129	82,950

Appendix 6 – Maintenance and Building Trades

Maintenance Officer

Level 1

Level 1.1

- New Entrant to assisting building trades employees, or metal trades employees.
- Completion of induction and orientation training.
- Completed a construction skills test.

Level 1.2

- More than 3 months experience assisting and or labouring to trades persons.

Level 1.3

- More than 12 months experience assisting and or labouring to trades persons.

Level 1.4

- Able to be responsible for quality of own work, subject to receiving general supervision and instruction.
- Able to work either individually or in a team, subject to receiving general supervision and instruction.
- Works safely as trained and instructed and use appropriate safety protection equipment.
- Identifies basic faults in materials and equipment.
- Interacts harmoniously with employees and public.
- Adapts to changing work environment.
- Basic communication i.e. communicates with supervisor and employees at this level and lower levels.
- Able to use basic material handling functions.

Level 2 (Competent at Level 1) Penrhos MBT I

- Able to use receive and transmit two-way radio messages.
- Knowledge of proper manual handling practices of materials and equipment.
- Able to use and care for basic equipment and plant.
- Apply operator maintenance to equipment and plant required for this level.
- Able to assist trade person and carry out instructions.
- Ability to work in a safe manner as not to cause self-injury or injury to others.
- Can utilise basic problem-solving skills.

Level 3 (Competent at Level 2)

- Licensed to operate Hiab.
- Able to operate elevating work platform.

- Able to provide on-the-job training and guidance to employees at the lower levels.
- Knowledge of and able to implement correct housekeeping practises for trades assistants.
- Basic scaffolding.
- Basic Traffic management.
- Graffiti Removal.

Level 4 (Competent at Level 3) Penrhos MBT 2

- Able to read and work from plans.
- Able to explain the work being undertaken to other employees and public.
- Knowledge of and able to implement correct housekeeping practises for trades.
- Able to provide on-the-job training for trades assistants.
- Any Employee performing trade work skills, shall be employed as a minimum at this level.
- Any apprentice in the first 6 months or has AQF equivalent out of their time.
- Intermediate Scaffolding and Dogging Laborer.
- Trades Assistant able to use additional trade skills and Base Trade (no experience).
- Handyperson using trade skills.
- Graffiti Removalists (With the duties of Paint Outs and Colour Matching applicable to this level).
- Engineering Basic Tradesperson.
- Working at Heights certificate.
- Traffic management.

Level 5 (Competent at Level 5)

- Any Employee who has completed a relevant trade apprenticeship or has AQF equivalent.
- An Employee at this level shall have base trades competencies of at least 870 hours. The 870 hour represents the competencies required to achieve the relevant base trade.
- Advance Scaffolding and Rigging.
- Intermediate Scaffolding and Dogging using additional trade skills.
- Building and Metal, Engineering Trades Person.

Level 6 (Competent at Level 5)

- Any Employee performing duties outside their designated trade or classification.
- An Employee at this level shall have base trades competences of 870 hours plus an additional 12 points of training. The extra 12 points of competencies are any competences required to be used by the College.
- Advance Scaffolding and Rigging using additional trade skills.
- Can be required, or has been required, to provide training to Apprentices, Trainees or Other employees.

Level 7 (Competent at Level 6)

- Any Employee performing other trade duties (either one other trade duties substantial or more than two other trade duties) outside their designated trade or classification.
- An Employee at this level shall have base trades competences of 870 hours plus an additional 24 points of training.

Level 8 (Competent at Level 7) Penrhos MBT 3

- Able to estimate the time it will take to complete tasks.
- Able to program work within overtime and rostering constraints.
- Able to use computer record management systems.
- Able to demonstrate a working knowledge of the OH&S Act.
- Able to provide expert advice on matters within stream to other employees, apprentices, clients, suppliers, and public.
- Able to supervise public safety sign age and barricades for work sites and tasks.
- Able to investigate and report on incidents and accidents to do with health and safety.
- Able to estimate and order quantities for minor tasks and projects.
- Able to operate a laser level as required to perform required tasks.
- Able to understand plans , colour schemes and layout.
- An Employee at this level shall have base trades competences of 870 hours plus an additional 36 points of training.
- An Employee at this Level is required to use Supervisory Skills and also have a hands-on role.
- They will have ability to undertake a range of functions requiring application of comprehensive knowledge and skills to achieve results in line with the College business, objectives and values.
- They shall operate under limited direction, while adhering to established work standards and practice, will be required to exercise initiative and judgement even where those lines are not clearly defined.
- Can be required to supervise the work of other Employee, lead teams, provide reports and / or recommendations to management on suitability of equipment, procedures, process and achieving good results.

Salary Schedule

	2017	2018	2019
MBTA 1	57,835	58,413	58,997
MBTA 2	59,633	60,229	60,832
MBTA 3	61,425	62,039	62,660

Overtime – Maintenance and Building Trades Employees

1. All work done outside the daily spread of hours provided in sub-clause 19.1 of this Agreement, or beyond eight hours in any one day or beyond 38 hours in any one week shall be deemed overtime.
2. Overtime shall be paid for at the rate of time and one-half for the first two hours and double time thereafter.
3. Overtime shall be paid for at the rate of double time for all overtime worked on Saturday and Sunday.
4. All work performed by any Employee on their rostered days off or on days worked in excess of those provided in sub-clause 19.1 of this Agreement, shall be paid for at the rate of double time except where such day is a public holiday when double time and one-half shall be paid.
5. An Employee who is recalled to work outside their normal hours of work shall be paid for a minimum of two hours at overtime rates and for all reasonable expenses incurred in returning to work. Provided that this sub-clause does not apply to workers recalled as part of their normal duties.
6. All ordinary hours of work performed between midnight on Friday and midnight on Sunday shall be paid for at the rate of time and one-half.
7. This clause is also relevant for Employee that are required to attend College / residential camps/ sleepovers.

IN THE FAIR WORK COMMISSION

FWC Matter No.:

AG2018/3550

Applicant:

Penrhos College

Undertaking - Section 190

I, Meg Marie Melville, Principal of Penrhos College give the following undertakings with respect to the Penrhos College Operational Services Staff Enterprise Agreement 2018 to 2019 ("the Agreement"):

1. I have the authority given to me by Penrhos College to provide this undertaking in relation to this application before the Fair Work Commission.
2. The Agreement will be read and interpreted in conjunction with the National Employment Standards (NES). Where there is an inconsistency between this agreement and the NES, and the NES provides a greater benefit, the NES provision will apply to the extent of the inconsistency.
3. This agreement shall incorporate the provisions of the Award, as varied from time to time, provided that where there is any inconsistency between this Agreement and the Award, the Agreement shall prevail to the extent of the inconsistency.
4. A full-time employee engaged as a Maintenance and Building Trades employee under Appendix 6 to the Agreement will be engaged to work an average of 38 ordinary hours of work per week.
5. All employees who perform their usual duties over a weekend, other than Boarding House Employees engaged under Appendix 2 and Maintenance and Building Trades Employees engaged under Appendix 6 of the Agreement, will be paid in accordance with the provisions of clauses 26.2 or 27.1 (as the case may be) of the Award.
6. An employee who accrues TOIL will be entitled to be paid out in lieu of that accrued but untaken TOIL at the request of the employee or upon termination of her or his employment, such payment to be made at the rate applicable to the overtime when worked.
7. Boarding House staff engaged under Appendix 2 of the Agreement will not be required to work for more than 40 weeks in any School Year.
8. Boarding House staff engaged under Appendix 2 of the Agreement who are contracted for regular shifts during the academic year, will receive a sleepover allowance.

9. Boarding House staff engaged under Appendix 2 of the Agreement working weekends will receive an allowance during term time for working unsociable hours.
10. Nursing staff engaged under Appendix 5 of the Agreement will not be required to work for more than 40 weeks in any School Year.
11. The pay levels for Building and Trades Employees engaged under Appendix 6 of the Agreement will be as follows:
 - a. Levels 2 & 3 – at level MBTA 1 of the Salary Schedule set out in Appendix 6;
 - b. Levels 4 to 7 – at level MBTA 2 of the Salary Schedule set out in Appendix 6;
 - c. Level 8 – at level MBTA 3 of the Salary Schedule set out in Appendix 6.

Employer name: Penrhos College Inc

Authority to sign: Principal of the Employer duly authorised by Penrhos College

A handwritten signature in black ink that reads "Meg Melville". The signature is written in a cursive style with a large, looping initial 'M'.

Signature:

Date: 14 March 2019