



DECISION

Fair Work Act 2009
s.185—Enterprise agreement

Methodist Ladies' College T/A Methodist Ladies' College
(AG2022/5471)

METHODIST LADIES' COLLEGE STAFF AGREEMENT 2022-2024

Educational services

COMMISSIONER HUNT

BRISBANE, 16 FEBRUARY 2023

Application for approval of the Methodist Ladies' College Staff Agreement 2022 - 2024

[1] Methodist Ladies' College T/A Methodist Ladies' College (the Employer) has applied for approval of an enterprise agreement known as the *Methodist Ladies' College Staff Agreement 2022 - 2024* (the Agreement). The application was made pursuant to s.185 of the *Fair Work Act 2009* (the Act). The Agreement is a single-enterprise agreement.

[2] The Fair Work Commission (the Commission) raised certain concerns regarding the Agreement with the Employer, and as a result, the Employer provided proposed written undertakings. The Independent Education Union of Australia WA Branch (IEU) raised certain concerns with the undertakings, and after liaising with the Employer, the Employer provided revised written undertakings. A copy of the revised undertakings is attached at Annexure A. Pursuant to s.190(4) of the Act, I sought the views of all of the bargaining representatives regarding the undertakings. The IEU does not oppose approval of the Agreement with the undertakings given by the Employer. None of the employee bargaining representatives provided views with respect to the undertakings given.

[3] 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. Pursuant to s.190 of the Act, I accept the undertakings. In accordance with s.201(3) of the Act, I note that the undertakings are taken to be a term of the Agreement.

[4] I have taken into consideration the material filed in the Commission. 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. The Agreement does not cover all of the employees of the employer, however, taking into account s.186(3) and (3A) I am satisfied that the group of employees was fairly chosen.

[5] The IEU 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) of the Act I note that the Agreement covers the IEU.

[6] The Agreement is approved and, in accordance with s.54 of the Act, will operate from 23 February 2023. The nominal expiry date of the Agreement is 31 December 2024.



COMMISSIONER

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Annexure A – Undertakings

UNDERTAKING
Section 190

Methodist Ladies' College Staff Agreement 2022-2024

AG2022/5471

On 21 December 2022, Methodist Ladies' College ("Employer") applied to the Fair Work Commission ("FWC") pursuant to section 185 of the Fair Work Act 2009 (Cth) ("Act") for the approval of an enterprise agreement to be known as the Methodist Ladies' College Staff Agreement 2022-2024 ("Agreement").

I have been given authority by the Employer to make the following undertakings pursuant to section 190 of the Act in relation to the Agreement:

1. Notwithstanding Clauses 4(c), 11, 14(f), 33.4 and Schedule 7, any deductions are limited to wages.
2. Clauses 4(c), 11, 14(f), 33.4 and Schedule 7 of the Agreement, will not be applied in such a manner as to allow deductions from National Employment Standards (NES) entitlements.
3. Boarding House Employees who are not remunerated on the basis of an annualised salary as provided by clause 14.5 of the Educational Services (Schools) General Staff Award 2020 and are required to work ordinary hours on a Saturday or Sunday will be paid no less than:
 - (a) 125% of the minimum hourly rate for ordinary hours worked on a Saturday; and
 - (b) 175% of the minimum hourly rate for ordinary hours worked on a Sunday,

consistent with clause 22.3(b)(i) and 22.3(b)(ii) of that Award.

DATED at *Claremont* this *ninth* day of *February* 2023

Signed for and on behalf of
Methodist Ladies' College

[Signature]
Signature of Authorised Representative

[Signature]
Signature of Witness

REBECCA CLARKE
Name of Authorised Representative
(BLOCK LETTERS)

MARY DE ROYTER
Name of Witness
(BLOCK LETTERS)

PRINCIPAL
Title of Authorised Representative

356 STIRLING HWY
Address of Authorised Representative
CLAREMONT
6010

**METHODIST LADIES' COLLEGE STAFF
AGREEMENT 2022-2024**

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.

PART A - APPLICATION AND OPERATION

1. TITLE

This Agreement is an Employee Collective Agreement made under the *Fair Work Act 2009* (Cth) and shall be known as the Methodist Ladies' College Staff Agreement 2022 – 2024.

2. ARRANGEMENT

This Agreement is arranged as follows:

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3. SCOPE AND PARTIES BOUND

3.1 Employees bound by this Agreement

The parties who are bound by this Agreement are:

- (a) Methodist Ladies' College of 356 Stirling Highway, Claremont in the State of Western Australia; and
- (b) All employees employed at the College for which a classification is provided for in this Agreement.

The Agreement does not cover those employed in the following roles:

- i. All members of the College Leadership Team;
- ii. Employees engaged in the position of 'Director' or 'Manager,' unless expressly stated in writing by the College;
- iii. Employees covered by the Early Learning Centre and Outside of School Hours Care, MLC Enterprise Agreement;
- iv. Language Teachers and Language Assistants not directly engaged by the College to instruct students on an individual basis e.g. conversation or other individual tuition;
- v. Employees who are engaged for the purpose of religious instruction or supervision of prayers or to undertake other religious duties of a non-teaching nature (unless appointed as Teachers); and
- vi. Outdoor education instructors, programme assistants, sports coaches and trainers (unless appointed as Teachers).
- vii. Persons instructing students of the School in the areas of music as peripatetic tutors or other individual arts, including those areas where instruction in any form is engaged on an individual fee basis.

3.2 Interaction with the Modern Award, National Employment Standards and the Act

- (a) This Agreement shall be read in conjunction with the National Employment Standards (NES). Where a term of this Agreement is less favourable, the corresponding term of the NES will apply.
- (b) This Agreement shall be read in conjunction with the *Educational Services (Teachers) Award 2020* and the *Educational Services (Schools) General Staff Award 2020 (the Awards)*. Where there is any inconsistency between this Agreement and the relevant Awards, this Agreement will prevail to the extent of the inconsistency.
- (c) It is intended that during the life of this Agreement, it shall be reviewed for the purpose of identifying wording that requires consideration for change to ensure natural language, and common definitions identified and considered for inclusion in the next agreement.

3.3 Replacement of Existing Arrangements

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

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

3.4 No Extra Claims

For the duration of this Agreement, unless authorized under the Fair Work Act, no further claims will be made or pursued by the parties bound by it other than as provided for in this Agreement.

3.5 Variation of Agreement

The Parties can agree in writing to vary this Agreement at any stage of its operation. The variation to the Agreement will come into operation seven (7) days from the date the variation is approved by the Fair Work Commission.

4. COMMENCEMENT DATE AND PERIOD OF OPERATION

4.1 Commencement

This Agreement shall formally come into effect seven (7) days after the date of approval by the Fair Work Commission, however, the Parties to this Agreement agree that the first wage increase has administratively taken effect from 1 July 2022.

4.2 Nominal Expiry Date

The nominal expiry date of this Agreement will be 31 December 2024.

4.3 Renegotiation of a new Agreement

The parties bound by this Agreement will commence negotiations for a new Enterprise Agreement to replace this Agreement no later than six (6) months prior to the nominal expiry date of this Agreement.

5. OBJECTIVES

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

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

- (f) Provide a workplace that accommodates family and career responsibilities.

5.1 Principles and Responsibilities

- (a) The level of remuneration negotiated in this Agreement reflects the wide range of professional duties and responsibilities expected of staff at the College.
- (b) The parties accept that the following principles and beliefs help to define these duties and responsibilities:

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

It is recognised that successful application of these principles and beliefs necessitates a time commitment and active involvement of all staff.

- (c) The parties are committed to continuing to enhance pastoral care for both students and staff.
- (d) The Parties are committed to developing and maintaining a culture and working environment that values staff by ensuring that staff receive appropriate training and ongoing professional development to support them in their role. This will include utilising the Staff Review and Development process to review performance of staff.
- (e) The College recognises that staff members and their families may experience personal circumstances that require support in addition to that normally available. The College's provision of additional leave for special circumstances, where possible, and access to

external agencies, including the Employee Assistance Program, are important in addressing the needs of staff and their families.

6. CONSULTATION

- (a) This clause applies if the employer:
- i. has made a definite decision to introduce a major change to production, programme, organisation, structure or technology in relation to its enterprise that is likely to have a significant effect on the employees; or
 - ii. proposes to introduce a change to the regular roster or ordinary hours of work of employees.

6.1 Major change:

- (a) For a major change referred to in clause 6(a)(i):
- i. the employer must notify the relevant employees of the decision to introduce the major change; and
 - ii. subclause 6.1 applies.
- (b) The relevant employees may appoint a representative for the purposes of the procedures in this clause.
- (c) If:
- i. a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
 - ii. the employee or employees advise the employer of the identity of the representative;

the employer must recognise the representative.

- (d) As soon as practicable after making its decision, the employer must:
- i. discuss with the relevant employees:
 - the introduction of the change; and
 - the effect the change is likely to have on the employees; and
 - measures the employer is taking to avert or mitigate the adverse effect of the change on the employees; and
 - ii. for the purposes of the discussion--provide, in writing, to the relevant employees:
 - all relevant information about the change including the nature of the change proposed; and
 - information about the expected effects of the change on the employees; and
 - any other matters likely to affect the employees.
- (e) However, the employer is not required to disclose confidential or commercially sensitive information to the relevant employees.
- (f) The employer must give prompt and genuine consideration to matters raised about the major change by the relevant employees.

- (g) If a term in this Agreement provides for a major change to production, program, organisation, structure or technology in relation to the enterprise of the employer, the requirements set out in paragraph (a)(i) and subclauses (c) and (d) are taken not to apply.

In this subclause, a major change is *likely to have a significant effect on employees* if it results in:

- (h) the termination of the employment of employees; or
- (i) major change to the composition, operation or size of the employer's workforce or to the skills required of employees; or
- (j) the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
- (k) the alteration of hours of work; or
- (l) the need to retrain employees; or
- (m) the need to relocate employees to another workplace; or
- (n) the restructuring of jobs.

6.2 Change to regular roster or ordinary hours of work

- (a) For a change referred to in clause 6(a)(ii):
 - i. the employer must notify the relevant employees of the proposed change; and
 - ii. subclause 6.2 applies.
- (b) The relevant employees may appoint a representative for the purposes of the procedures in this clause.
- (c) If:
 - i. a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
 - ii. the employee or employees advise the employer of the identity of the representative;the employer must recognise the representative.
- (d) As soon as practicable after proposing to introduce the change, the employer must:
 - i. discuss with the relevant employees the introduction of the change; and
 - ii. for the purposes of the discussion-provide to the relevant employees:
 - all relevant information about the change, including the nature of the change; and
 - information about what the employer reasonably believes will be the effects of the change on the employees; and
 - information about any other matters that the employer reasonably believes are likely to affect the employees; and
 - iii. 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).
- (e) However, the employer is not required to disclose confidential or commercially sensitive information to the relevant employees.
- (f) The employer must give prompt and genuine consideration to matters raised about the

change by the relevant employees.

In this term:

"relevant employees" means the employees who may be affected by a change referred to in clause 6.

7. FLEXIBILITY TERM

- (a) An employer and employee covered by this Agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the Agreement if:
- i. it deals with one (1) or more of the following matters:
 - arrangements about when work is performed;
 - overtime rates;
 - penalty rates;
 - allowances;
 - leave loading; and
 - ii. the arrangement meets the genuine needs of the employer and employee in relation to one (1) or more of the matters mentioned in paragraph (i); and
 - iii. the arrangement is genuinely agreed to by the employer and employee.
- (b) The employer must ensure that the terms of the individual flexibility arrangement:
- i. are about permitted matters under section 172 of the *Fair Work Act 2009*; and
 - ii. are not unlawful terms under section 194 of the *Fair Work Act 2009*; and
 - iii. result in the employee being better off overall than the employee would be if no arrangement was made.
- (c) The employer must ensure that the individual flexibility arrangement:
- i. is in writing; and
 - ii. includes the name of the employer and employee; and
 - iii. is signed by the employer and employee and if the employee is under 18 years of age, signed by a parent or guardian of the employee; and
 - iv. includes details of:
 - the terms of the agreement that will be varied by the arrangement; and
 - how the arrangement will vary the effect of the terms; and
 - how the employee will be better off overall in relation to the terms and conditions of his or her employment as a result of the arrangement; and
 - v. states the day on which the arrangement commences.
- (d) The employer must give the employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.
- (e) The employer or employee may terminate the individual flexibility arrangement:
- i. by giving no more than 28 days' written notice to the other party to the arrangement; or

- ii. if the employer and employee agree in writing-at any time.

PART B – CLASSIFICATIONS, RATES OF PAY AND RELATED MATTERS

8. CLASSIFICATIONS AND RATES OF PAY

Payment rates and classifications for all Employees are contained in the Schedules to this Agreement. More specifically:

- (a) Schedule 2 – Teaching Staff.
- (b) Schedule 3 – Operations Staff.

8.1 Progression between classifications

Specific information regarding progression between classifications and levels can be found in the appropriate schedule as listed above, notwithstanding clause 8.2.

8.2 Progression – Performance Improvement Plan

Where an employee is on a formal Performance Improvement Plan at the time the increase is payable, they will, provided they meet minimum behaviour and compliance standards (including risk), receive the increase at the time they successfully complete the Performance Improvement Plan backdated to the time the increase became effective.

8.3 Role Reclassification

- (a) Where an employee believes their responsibilities are such that their current classification level is inappropriate, they may apply to have their position classification reviewed. The procedure for this process is as follows:
 - i. The employee is to approach their Line Manager to review their job description, ensuring it accurately documents all duties undertaken.
 - ii. If having reviewed the position description, the employee and their Line Manager consider that the position warrants reclassification, the employee may apply in writing to the Principal for the position to be reclassified. The application should include details of the role changes that have occurred, the difference in the duties undertaken, and justification as to why these duties have increased or changed for the position.
 - iii. The Principal will review the application and respond giving the outcome in writing to the employee within 28 calendar days.
- (b) If the Line Manager or the Principal do not recommend reclassification, then the Employee has the right to appeal through the Dispute Resolution procedure detailed in clause **Error! Reference source not found.** of this Agreement.

9. TERMS OF ENGAGEMENT

On appointment, the employer will provide the employee with a letter of appointment stating the classification and rate of salary applicable on commencement.

10. STATUS OF EMPLOYMENT

(a) Full Time Employment

- i. A full time employee is one which is engaged for an average of 37.5, 38 or 40 hours per week, depending on the position.
- ii. Due to the operational requirements of the College, the ordinary hours of an employee engaged as a Teacher under this Agreement may be averaged over a 12 month period.

(b) Part-Time Employment

- i. A part-time employee is one which is engaged on a fixed roster of less than their position's equivalent full time hours per week.
- ii. At the time of engagement, the employer and the part-time employee will agree in writing on a regular pattern of work, specifying the number of hours worked each day, the days of the week the employee will work, the number of weeks of the school year the employee will work and starting and finishing times each day.
- iii. The employee's letter of appointment will include the employee's teaching load expressed as a percentage of a full-time load in the school and state their extra-curricular commitment will generally be, on balance, in the same proportion to their teaching load as that of a full-time teacher.
- iv. The terms of the agreement in clause 10(b)(ii) may be varied by agreement between the employer and an employee. Any such variation will be recorded in writing.
- v. Part-time employees will be paid a pro-rata hourly rate based on the full time weekly rate for the employee's classification.
- vi. A part-time employee's agreement entitlements will be calculated on a pro rata basis.
- vii. When accompanying students in a duty of care role on trips and tours which include overnight stays, part-time staff will be paid at the full time rate for the period of the trip or tour (which is separate and in addition to any applicable overnight allowance under clause 2.4 of Schedule 2 for Teachers and clause 3 of Schedule 4 for Education Assistants).

(c) Casual Employment

- i. Casual employees will be engaged as such and be paid on an hourly basis.
- ii. All casuals shall be appointed to the relevant classification for the role for which they are engaged.
- iii. A casual employee will be paid a loading of 25% on the ordinary hourly rate for the employee's classification under this Agreement, in lieu of no paid personal or annual leave.
- iv. A casual employee, other than a Teacher, will be engaged and paid for a minimum of two (2) hours for each engagement.
- v. A casual employee, engaged as a Teacher, will be engaged and paid for a minimum of half a day for each engagement.

- vi. Payment for Relief Teachers can be found in Schedule 2.

(d) Fixed Term Employment

- i. Term-time or fixed period employees shall be entitled to be paid an hourly rate for ordinary hours worked equal to the appropriate weekly full-time rate divided by 37.5, 38 or 40, depending on position.
- ii. Employees under clause 10(d) shall also be entitled to receive pro rata entitlements to relevant leave.
- iii. Fixed term employees who are engaged as Teachers may be engaged as full-time or part-time replacement Teachers or such other purpose as may be required to fulfil the teaching obligations of the school.
- iv. The period of engagement of a fixed term employee shall be not less than twenty consecutive working days and not more than a period of twelve months, except where there are operational reasons or where the substantive employee on unpaid leave is granted an extension in which instance the fixed term employee's engagement may be extended for the period of this extension.

(e) Junior Employees

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

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

10.1 Right to Request Casual Conversion

- (a) A person engaged as a regular casual employee that has been employed by the employer for at least 12 months may request that their employment be converted to full-time or part-time employment. Any such request must be in writing.
- (b) A regular casual employee is a casual employee who has in the preceding period of six (6) months worked a pattern of hours on an ongoing basis which, without significant adjustment, the employee could continue to perform as a full-time employee or part-time employee under the provisions of this Agreement.
- (c) A regular casual employee who has worked equivalent full-time hours over the preceding period of six (6) months' casual employment may request to have their employment converted to full-time employment. A regular casual employee who has worked less than equivalent full-time hours over the preceding period of six (6) months' casual employment may request to have their employment converted to part-time employment consistent with the pattern of hours previously worked.

Where a regular casual employee seeks to convert to full-time or part-time employment, the employer may agree to or refuse the request. The request may only be refused after there has been consultation with the employee and on reasonable grounds that could include that:

- i. it would require a significant adjustment to the casual employee's hours of work in order for the employee to be engaged as a full-time or part-time employee in accordance with the provisions of this award – that is, the casual employee is not truly a regular casual employee as defined in paragraph (b);
 - ii. it is known or reasonably foreseeable that the regular casual employee's position will cease or will be significantly reduced to exist within the next 12 months;
 - iii. it is known or reasonably foreseeable that there will be a significant change in the days and/or times at which the employee's hours of work are required to be performed in the next 12 months which cannot be accommodated within the days and/or hours during which the employee is available to work.
- (d) Where the employer refuses a regular casual employee's request to convert, the employer must provide the casual employee with the employer's reasons for refusal in writing within 21 days of the request being made. If the employee does not accept the employer's refusal, this will constitute a dispute that will be dealt with under the dispute resolution procedure in clause 37.6.
- (e) The conversion will take effect from the start of the next pay cycle following such agreement being reached unless otherwise agreed.
- (f) Once a casual employee has converted to full-time or part-time employment, the employee may only revert to casual employment with the written agreement of the employer.
- (g) A casual employee must not be engaged and re-engaged (which includes a refusal to re-engage), or have their hours reduced or varied, in order to avoid any right or obligation under this clause.
- (h) Nothing in this clause obliges a regular casual employee to convert to full-time or part-time employment, nor permits an employer to require a regular casual employee to so convert.
- (i) An employer must provide a casual employee, whether a regular casual employee or not, with a copy of the provisions of this subclause within the first 12 months of the employee's first engagement to perform work. However, if this does not occur, a casual employee will still have the right to request to convert under this clause.

11. SALARY OVERPAYMENT

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

The agreed timeline for repayment shall be of reasonable length having regard to the extent of the overpayment and the circumstances of the employee affected.

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

Any agreement reached will be in writing.

12. NO REDUCTION

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

13. SUPERANNUATION

13.1 Applicable Legislation

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

13.2 Choice and Default Fund

On commencement of employment, and annually thereafter, the employee can nominate, in writing, a complying superannuation fund of their choice into which the employer will make superannuation contributions. Where an employee fails to make an election and has no previous superannuation fund in accordance with the relevant legislation, the default fund will be determined by the College and will contain a MySuper component.

13.3 Salary Packaging

If the employee chooses to salary package in accordance with clause 27 the Superannuation Guarantee contributions will be based on the gross salary before it is reduced by the salary sacrifice.

13.4 College Payments

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

PART C – LEAVE ENTITLEMENTS

14. ANNUAL LEAVE

14.1 Entitlement - Teachers

- (a) Annual leave will be provided as per the Award and considered to be taken during non-term weeks, without loss of pay. Annual leave will not be provided in addition to paid non-term weeks.
- (b) Subject to Schedule 2, clause 2.1, Teachers generally will not be required to attend work in non-term weeks.
- (c) A full-time, part-time or fixed term Teacher upon appointment shall be paid as from the date upon which the Teacher commenced duty, provided that a Teacher who has taught (or has been granted paid leave by the College) for each day of the school year shall be paid as for a full calendar year commencing on 1 January.
- (d) If after one week's continuous service in any calendar year a Teacher lawfully terminates his/her employment or his/her employment is terminated by the College through no fault

of the Teacher, the Teacher shall be granted salary instead of non-term weeks proportionate to his/her length of service.

- (e) Where a Teacher resigns between the start of the calendar year and the commencement of Term 1 teaching, the Teacher may not be required to teach during Term 1.
- (f) Where a Teacher lawfully terminates his/her employment and has been paid for non-term weeks in excess of his/her entitlement as detailed in clause 14.1, the employer may, with the written agreement of the Teacher, deduct from any monies owed, that portion to which the Teacher is not entitled.
- (g) Where the employment of a Teacher is terminated by the employer, then clause 14.1(f) shall not apply.
- (h) Those employees who terminate their employment during the course of the year will have their outstanding annual leave entitlement paid out.

14.2 Entitlement – Operations Employees

The entitlement of annual leave for a permanent employee is four (4) weeks at their FTE level or otherwise as specified by the Act. Casual employees are not entitled to annual leave.

14.3 Excessive Accumulated Annual Leave

- (a) The College may direct an employee to reduce his/her accrued annual leave where the employee has a large accumulated annual leave balance
- (b) A large leave balance is when the balance is in excess of eight (8) weeks.
- (c) The College will work with an employee with a large leave balance to negotiate a leave plan in order to reduce their accrued annual leave balance to four (4) weeks over a period of not more than two years. Any agreed plan will be recorded in writing.

14.4 Cashing out Annual Leave

- (a) Where an employee has a balance of more than four (4) weeks accrued annual leave, the employee may make a request in writing to the Principal to have all or part of the excess over the four (4) weeks accrued leave, paid out in cash.
- (b) An employee may only make one request to cash out annual leave each calendar year, unless otherwise agreed to by the Principal.
- (c) Cashing out of annual leave will be at the discretion of the Principal, but will not be unreasonably withheld. It is strongly recommended that the employee seeks independent taxation and financial advice prior to applying for the option provided in this clause. It is the responsibility of the employee to obtain independent taxation and financial advice to assess the appropriateness of these arrangements in their personal circumstances.

14.5 Annual Leave Loading

- (a) A leave loading equivalent of 17.5% of four (4) weeks salary shall be paid to an operational employee, including, on a pro-rata basis, part time and fixed term employees. Payment of

leave loading will be as a single payment in the final pay of the year (December) for the annual leave accrued during that year.

- (b) Those employees whose employment ends during the course of the year will have the amount of leave loading, accrued to the employment end date, paid out with their outstanding annual leave entitlement.
- (c) Annual leave loading is deemed to be included in the Teacher's annual salary, as specified at Schedule 2, clause 3.1.1.

15. PERSONAL LEAVE

15.1 Paid Personal Leave Entitlement

- (a) Personal leave is paid leave taken in circumstances where an employee is not fit for work because of a personal illness or injury affecting the employee, or to provide care or support to a member of the employees immediate family or household (as defined in Schedule 1) who requires care or support because of a personal illness or injury affecting the member; or an unexpected emergency affecting the member.
- (b) A permanent employee is entitled to 12.5 days of paid personal leave for each full year of service. An employee's entitlement to paid personal leave accrues progressively during a year of service according to the employee's ordinary hours of work, and accumulates from year to year.
- (c) A fixed term employee (as defined in clause 10 (d)) shall retain the benefit of accumulated personal leave on appointment as a permanent employee provided that the service is continuous. For the purpose of this paragraph, school vacations shall not be deemed to break the continuity of service.
- (d) An employee on paid leave shall accrue an entitlement to payment under this clause.
- (e) The provisions of this subclause with respect to payment do not apply to employees who are entitled to payment under the *Workers' Compensation and Rehabilitation Act 1981*.

15.2 Unpaid Personal Leave Entitlement

- (a) All employees will be entitled to two (2) days of unpaid leave per occasion when an employee is required to provide care or support to a member of the employee's immediate family or household member who requires care or support because:
 - i. they are sick or injured; or
 - ii. there is an unexpected emergency in relation to that person.
- (b) Unpaid personal leave may only be taken after the employee has exhausted their other paid personal leave entitlements.

15.3 Notification and Evidence

- (a) An employee taking paid or unpaid personal leave must provide the employer with reasonable notice on each occasion that the employee is (or will be) absent from their employment. Staff are required to advise of their absence, or intended absence, on personal leave in accordance with College policies and procedures.

- (b) For any absence of more than 2 consecutive work days, the College may require evidence that would satisfy a reasonable person that the absence was for a specified reason, relating to an illness, injury or unexpected emergency of the person concerned in the form of a medical certificate from a registered health practitioner or a statutory declaration.
- (c) For the purpose of Clause 15.3, a medical certificate must be issued by a registered health practitioner.
- (d) If, as a result of duty of care considerations, the College believes it is necessary for a staff member to attend a specialist medical practitioner, the College shall pay for this service. At all times the College recognises the right of the staff member to maintain privacy and confidentiality of their medical information.
- (e) A staff member returning from personal leave may return under a graduated return to work programme if their particular circumstances warrant such an arrangement.

15.4 Exhaustion of Entitlement

Where an employee exhausts all of their personal leave they may request in writing that the College advance personal leave entitlements, which will be at the Principal's discretion.

16. COMPASSIONATE LEAVE

16.1 Entitlement

Employees are entitled to up to four (4) days paid compassionate leave for each occasion when:

- (a) a member of the employee's Immediate Family or a member of the employee's household:
 - i. contracts or develops a personal illness that poses a serious threat to his or her life; or
 - ii. sustains a personal injury that poses a serious threat to his or her life; or
 - iii. dies; or
- (b) a child is stillborn, where the child would have been a member of the employee's Immediate Family, or a member of the employee's household, if the child had been born alive; or
- (c) the employee, or the employee's spouse or de facto partner, has a miscarriage.

Additional leave may be granted at the discretion of the Principal.

16.2 Payment

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

17. LONG SERVICE LEAVE

17.1 Long Service Leave Entitlement

The *Western Australian Long Service Leave Act 1958* ("the LSL Act") applies with the following variations:

- (a) The accumulation rate for long service leave is 1.43 weeks per annum. The accumulation rate is based on 10 weeks of paid long service leave after seven years continuous service. An employee is entitled to take long service leave after seven years continuous service. For each subsequent seven years of service the employee shall be entitled to 10 weeks' paid long service leave.
- (b) Where a staff member's employment is terminated and the employee has been employed for a minimum of seven years continuous service, the College will pay out the accrued long service leave in accordance with the provisions of the LSL Act. Where an employee dies, any outstanding accrued entitlement will be paid to the employee's personal representative.
- (c) Non-term holidays observed by the school shall be recognised as extra leave and not included as long service leave.
- (d) Any public holiday that occurs during the period an employee is on long service leave and which the employee would not be required to work shall not be treated as part of the long service leave.
- (e) The expression "continuous service" in this clause excludes:
 - a. any period of unpaid leave exceeding two consecutive weeks;
 - b. any service of a Teacher who resigns or is dismissed, other than service prior to such resignation or prior to the date of any offence in respect of which he/she is dismissed by the employer, when that prior service has actually entitled the person to long service leave under this clause.

17.2 Part Time Employees

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

17.3 Taking of Long Service Leave

- (a) Once a staff member becomes entitled to a period of long service leave, he or she shall make an application in writing to the College as to when they wish to take that leave within the next 24 months. Applications to take long service leave will be in writing with at least one terms' notice, and preferably two terms' notice. The Principal will consider all requests and approval will not be unreasonably withheld.
- (b) Where an employee has become entitled to his or her first period of long service leave in accordance with this clause, the employee shall commence such leave as soon as possible after the accrual date in a manner mutually agreed between the employer and the employee utilising one of the following options:
 - i. As an entire term, or should it be that the entire term is greater than the leave available; the staff member may request to take the balance as Leave without Pay;
 - ii. As part of a term, with any excess entitlement being taken with future long service leave (within the 24 month maximum period after becoming due) or paid out, including on termination, resignation, or retirement. The excess cannot be used to reduce a future accrual period;
 - iii. As a term, with any excess entitlement falling during the Christmas vacation period being paid for in addition to the ordinary payment for such vacation. The excess

leave payment may be taken during the vacation period prior to or following the term's long service leave.

- (c) Whilst ordinarily long service leave would be requested as a term, by agreement with the Principal, shorter periods of leave may be taken. The Principal will consider all requests and approval will not be unreasonably withheld.
- (d) Employees may apply to the Principal to access accrued long service leave at half pay.. Where such half pay arrangements are approved:
 - i. the employee will be entitled to double the period of leave which would otherwise be applicable.
 - ii. the employee will accrue all leave entitlements on a pro-rata basis and any entitlements with the period of long service leave will be paid on pro-rata basis.
 - iii. the period of long service leave under this clause excludes public holidays that occur during that period. If the Employee would have normally worked on the day the public holiday falls, they will be paid their base pay rate (effective immediately prior to taking long service leave) for the ordinary hours they would have worked on that day..
- (e) Employees may apply to the Principal to access accrued long service leave at double pay for half the period. Where such double pay arrangements are approved:
 - i. the employee will be entitled to half the period of paid leave which would otherwise be applicable.
 - ii. the employee will accrue all leave entitlements on a pro-rata basis and any entitlements with the period of long service leave will be paid on pro-rata basis.
 - iii. the period of long service leave under this clause excludes public holidays that occur during that period. If the Employee would have normally worked on the day the public holiday falls, they will be paid their base pay rate (effective immediately prior to taking long service leave) for the ordinary hours they would have worked on that day.

17.4 Payment for Long Service Leave

Payment for long service leave may be made in full before the Employee goes on leave or paid in the same manner as if the employee was still at work.

17.5 Part Time Employee's Entitlement Calculation

- (a) Where the continuous service of an employee during the accrual period contains any period where the employee worked on a part time basis the employee's entitlement shall be calculated as follows:
 - i. The number of weeks accrued shall be in accordance with subclause 17.2 above; and
 - ii. Payment for the leave taken shall be the average that the employee's part time service bears to that of a full time employee over the accrual period.
- (b) If the ordinary weekly number of hours worked have varied over the period of employment of a full time, part time or casual employee, the accrued weekly number of hours of work

are deemed to be the average weekly number of hours worked by the employee during that period of employment.

18. PARENTAL LEAVE

18.1 Unpaid Entitlement

- (a) An employee will qualify for 52 weeks' unpaid parental leave provided they have served a minimum of 12 months continuous service immediately prior to the leave.
- (b) An employee may request the employer to extend the period of parental leave to which the employee is entitled under clause 18.1(a) of this Agreement for a further consecutive period of not more than 52 consecutive weeks.
- (c) The College is to agree to the request under clause 18.1(b), unless
 - i. There are grounds to refuse the request relating to the adverse effect that agreeing to the request would have on the conduct of the operations or business of the employer and those grounds would satisfy a reasonable person.
 - ii. The grounds on which a refusal may be based includes, but is not limited to, the following:
 - Cost;
 - Lack of adequate replacement staff;
 - Loss of efficiency
 - Impact on the production or delivery of products or services by the employer.

18.2 Notice

An employee must provide the College at least 10 weeks written notice of his/her intention to take parental leave including the intended start and finish dates of the leave. If that is not practicable notice shall be given as soon as practicable (which may be a time after the leave has started).

19. PAID PARENTAL LEAVE

19.1 Initial Paid Parental Leave

Where an employee has served a minimum of two (2) years of continuous service immediately prior to the leave, then the employee, provided they are the primary care giver, shall be entitled to twelve weeks paid parental leave.

19.2 Subsequent Paid Parental Leave

- (a) An employee who has completed a period of paid parental leave is required to have undertaken at least 12 months continuous service subsequent to returning to work after that paid parental leave to be eligible for a further period of paid parental leave.
- (b) An employee may request the employer to extend the period of parental leave to which the employee is entitled under clause 18.1 of this Agreement for a further consecutive period of not more than 52 consecutive weeks.

- (c) The College is to agree to a request unless:
- i. there are grounds to refuse the request relating to the adverse effect that agreeing to the request would have on the conduct of the operations or business of the employer and those grounds would satisfy a reasonable person.
 - ii. The grounds on which a refusal may be based include the following:
 - cost;
 - lack of adequate replacement staff;
 - loss of efficiency
 - impact on the production or delivery of products or services by the employer.

19.3 Non-Primary Carer Leave

Where an employee has served a minimum of two (2) years of continuous service immediately prior to the leave, then the non-primary care giver shall be entitled to one (1) week of paid parental leave and an additional two (2) weeks' unpaid leave, if required, within one month of the birth or adoption of a child.

19.4 Parental Leave Start Date

- (a) Parental leave may start up to six (6) weeks before the expected date of birth of the child. Where an employee continues to work during the six (6) weeks before the expected date of birth of the child, the College will require a medical certificate stating the employee is fit to work.
- (b) Where in the opinion of a duly qualified medical practitioner, illness or risks arising out of the pregnancy or hazards connected with the work assigned to the employee make it inadvisable for the employee to continue at her present work, the employee shall, if the employer deems it practicable, be transferred to a safe job at the rate and on the conditions attached to that job until the commencement of parental leave. If the transfer to a safe job is not practicable, the employee or the employer may initiate the start of the parental leave.

19.5 Variation of Period of Parental Leave

- (a) Variation to the period of the parental leave can be negotiated between the College and the employee however the parental leave period must not exceed a total of 24 months

19.6 Cancellation of Parental Leave

- (a) Parental leave, applied for but not commenced, shall be cancelled when the pregnancy of an employee terminates other than by the birth of a living child.
- (b) Where the pregnancy of an employee on parental leave terminates other than by the birth of a living child, it shall be the right of the employee to resume work at a time nominated by the College, which shall not exceed four (4) weeks from the date of notice in writing by the employee to the College that he or she desires to resume work. An employee's right to resume work within the period specified in this clause shall be subject to the practicality of enabling the employee to resume within that period, but in any case that limitation shall not be invoked to extend the period of leave beyond the date originally agreed to.

19.7 Special Maternity Leave and Personal Leave

- (a) Where an employee not then on parental leave suffers illness related to the employee's pregnancy, the employee may take such paid personal leave as to which the employee is then entitled and such further unpaid leave (to be known as special maternity leave) as a duly qualified medical practitioner certifies as necessary before the employee returns to work.
- (b) A female employee is entitled to a period of unpaid special maternity leave if she is unfit for work because she has a pregnancy-related illness or the pregnancy ends within 28 weeks of the expected date of birth of the child otherwise than by the birth of a living child.

19.8 Parental Leave and Other Leave Entitlements

- (a) An employee may take, in conjunction with or in addition to parental leave, any annual leave or long service leave or any part thereof to which the employee is then entitled.
- (b) Paid leave or other paid authorised absences (excluding annual leave or long service leave) shall not be available to an employee during the employee's absence on parental leave.

19.9 Effect of Parental Leave on Employment

- (a) Notwithstanding any Agreement, or other provision to the contrary, absence on unpaid parental leave shall not break the continuity of service of employee but shall not be taken into account in calculating the period of service for any purpose of the Agreement.

19.10 Termination of Employment on Leave

- (a) An employee on parental leave may terminate his or her employment at any time during the period of leave by notice given in accordance with this Agreement.

19.11 Return to Work After Parental Leave

- (a) On ending parental leave, an employee is entitled to return to the employee's pre-parental leave position; or if that position no longer exists, an available position for which the employee is qualified and considered to be the nearest in status without loss of conditions.
- (b) On ending parental leave, an employee will return to the same classification or level as that on pre-parental leave.
- (c) An employee may apply to return from parental leave on a part time basis to an equivalent teaching position occupied prior to the commencement of leave provided they apply at least 6 weeks prior to the return from parental leave. The Principal will determine such applications with consideration to availability of part time positions, the position and the likely impacts on students.
- (d) Where possible, a Teachers return to work will be timed to coincide with the start of a term.

20. FAMILY AND DOMESTIC VIOLENCE LEAVE

- (a) The College recognises that staff may face situations of violence or abuse in their personal life that may affect their attendance or performance at work. The College is committed to

providing support to staff in such circumstances by providing ten (10) days paid leave for a staff member experiencing Family or Domestic Violence.

- (b) A staff member experiencing family or domestic violence may choose to inform Human Resources, the Principal or other designated person, in the first instance for the support outlined in clauses 20 (a), 20(c) and 20(d).
- (c) A staff member experiencing family or domestic violence will be referred to the Employee Assistance Program (EAP) and/or other appropriate resources.
- (d) A staff member experiencing family or domestic violence may utilise leave for medical appointments, legal proceedings, or other activities relevant to the staff member's circumstances. Any leave granted is in addition to other leave entitlements that may be available.
- (e) In granting Family and Domestic Violence Leave, the College shall ensure that the leave does not breach the provisions of the Award or the National Employment Standards.
- (f) Processes for accessing Family and Domestic Violence Leave and requesting other support will be in accordance with the College's Family and Domestic Violence Policy.

21. SPECIAL LEAVE

21.1 General

- (a) An employee shall be eligible to apply for special leave with pay if:
 - i. no other paid leave is available;
 - ii. no other arrangements can reasonably be made.
- (b) Special Leave may be granted for:
 - i. A specific day of ceremonial or religious significance (which may include a funeral that does not strictly fall within the purview of the compassionate leave entitlements).
- (c) The period of leave granted will not normally exceed three (3) days in any one instance.
- (d) Applications for special leave should be directed to the Principal and will be treated as confidential.
- (e) Approval of Special Leave is entirely at the Principal's discretion. Such discretion shall be applied fairly and equitably and will not be unreasonably withheld.

22. OTHER LEAVE

22.1 Mid-Term Exeat

- (a) Where the length of a school term is up to and including 10 weeks, the Friday of the Mid-Term Exeat will be a Professional Learning & Development (PLD) on campus for all staff and the Monday will be paid leave for all staff.
- (b) For Term 3 only or where the length of a school term is more than 10 weeks, both the Friday and Monday of the Mid-Term Exeat will be paid leave for all staff.

22.2 Leave Without Pay

22.2.1 Application for Leave Without Pay

- (a) An employee is required to apply for Leave Without Pay for PLD, religious observance, family reasons or to care for ill or injured family members for longer periods of time or funerals that do not fall within the strict purview of the compassionate leave entitlements. Leave may be given at the discretion of the Principal. The Principal will assess such applications for leave with consideration to the possible effects on students and with regard for equity among staff.
- (b) The maximum period for which leave is granted under this clause in any single application shall be one year.

22.2.2 Effect on Length of Service

Any period of Leave Without Pay whether granted under this clause or any another in this Agreement, will not be considered when calculating period of service, but will not break continuity of service.

22.2.3 Returning from Leave Without Pay

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.

22.2.4 Self-Funded Paid Leave

- (a) The College permits employees to apply to take 'self-funded paid leave' in the fifth year of service. Where an employee wishes to take self-funded leave, the employee agrees to defer 20% of each year's salary over four continuous years. The employee is then permitted to take 12 months leave and the deferred money is paid to the employee over the following 12 months.
- (b) Leave of absence taken under this scheme will not qualify as service for the accrual of entitlements.
- (c) Employees participating in this scheme will receive superannuation contributions as outlined in clause 13.
- (d) Employees wishing to participate in this scheme will apply to the Principal in writing, and the granting of such leave will be at the College's discretion.
- (e) The 12 months of self-funded leave is to be taken from the date the employee finishes the four continuous years. If the self-funded leave is not taken in that time, or not used or fully used at the time of a termination of their employment, the balance of the deferred money accumulated by the employee under (a) above will be paid out.

22.3 Community Service Leave

- (a) An employee who engages in an eligible community service activity, as defined by the National Employment Standards (NES), is entitled to be absent from his or her employment for a period.

- (b) An employee is entitled to be absent from his or her employment for the time that the employee is engaged in the eligible community service activity including reasonable travelling time associated with the activity and reasonable rest time immediately following the activity
- (c) Community service leave under the NES is unpaid, except in relation to jury service as referred to in clause 22.4.

22.4 Jury Duty

- (a) The College may require the employee to provide evidence that would satisfy a reasonable person:
 - i. that the employee has taken all necessary steps to obtain any amount of jury service pay to which the employee is entitled; and
 - ii. of the total amount (even if it is a nil amount) of jury service pay that has been paid, or is payable, to the employee for the period.
- (b) If, in accordance with (a) above, the College requires the employee to provide evidence:
 - i. The employee is not entitled to payment unless the employee provides the evidence; and
 - ii. If the employee provides the evidence, the amount payable to the employee is reduced by the total amount of jury service pay that has been paid or is payable to the employee as disclosed in the evidence.
- (c) The College will comply with the *Fair Work Act 2010* and the *Juries Act 1957* (as amended or replaced from time to time) to reimburse staff (other than casual staff) the difference between the amount paid to the employee in respect of jury duty and the Employee's ordinary rate of pay during the period of leave.

22.5 Enterprise Bargaining Leave

- (a) During the term of this Agreement, employee bargaining representatives may, on request, be granted one day of paid leave per person per year of negotiation to be used for the purpose of preparing for and attending to negotiation meetings, which will be held outside of teaching hours, in accordance with Schedule 2, wherever possible.
- (b) Such requests for leave must be negotiated well in advance of scheduled College events and be scheduled to minimise impact on College operations and students' learning programmes.
- (c) Accredited training for employee negotiators of up to two (2) days may be applied for through the regular Professional Learning and Development process.

22.6 Part-time, Fixed-Term and Casual Employees

- (a) Part-time and fixed term employees can access the same leave entitlements as full-time employees, on a pro-rata basis.
- (b) Casual employees and relief Teachers will not be entitled to annual leave, personal leave (except unpaid carer's leave and special leave) or paid compassionate leave.

23. PUBLIC HOLIDAYS

- (a) An employee is entitled to be absent from his or her employment on a day or part-day that is a gazetted Western Australian public holiday.
- (b) An employee required to work on a public holiday will be paid at the appropriate penalty rate for ordinary hours performed in accordance with the relevant occupation-specific provisions of this Agreement, unless the College and the employee have agreed to the employee taking a day off in lieu of such payment.

PART D – OTHER BENEFITS

24. DISCOUNTED SCHOOL FEES

During the course of their employment with the College, full time staff will be entitled to a discount on tuition fees of 20% for the Early Learning Centre and Outside of School Hours Care and 25% for Pre-Primary to Year 12 (part-time staff will be entitled to a pro rata discount depending on load) in respect of any daughter enrolled at the College.

25. PARKING

Permanent staff will be provided with free car parking facilities at the workplace, subject to availability and the 'Parking on Campus' policy

26. EMPLOYEE ASSISTANCE PROGRAM

Staff will be entitled to up to six (6) free confidential counselling and advice sessions per annum on personal issues in accordance with the College's Employee Assistance Program. Additional sessions may be granted at the discretion of the Principal.

27. SALARY PACKAGING

The College offers salary packaging through its appointed agent in accordance with the Salary Packaging Policy.

28. MEALS

- (a) During term time only, up to two times per week, all employees will be entitled to morning tea from the College catering facilities as provided by the College.
- (b) During term time only, and only on days when boarding students are provided meals, operations staff will be entitled to a daily lunch from the College catering facilities as provided by the College.
- (c) A staff member undertaking work out of hours at the College during term time shall be entitled to a meal when the employee performs at least two hours of authorised overtime after working a full day.

PART E – EMPLOYMENT RELATIONSHIP AND RELATED MATTERS

29. ORDINARY HOURS OF WORK AND SPAN OF HOURS

- (a) The ordinary hours of work and span of hours for teaching employees are defined in Schedule 2.
- (b) The ordinary hours of work and span of hours for operations employees are defined in Schedule 3.

30. PROBATION

A new employee will be on probation for the first 6 months of engagement. The employee must be advised in advance that the employment is probationary. The purpose of the probation period is to determine the employee's suitability for ongoing employment. During this period, the employee's work performance will be assessed.

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

31. MEAL AND REST BREAK

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

32. CHANGE IN HOURS AND REQUEST TO JOB SHARE

32.1 College's Request to Vary a Part-Time Employee's Load or Work Arrangement

- (a) The College may request a part-time employee to change their employee's load or days of attendance. The change will only occur if:
 - i. the employee consents;
 - ii. such a variation is required as a result of change in funding, enrolment or curriculum. Where a change is required the College will provide seven weeks' notice in writing, and where the change would result in a reduction in salary, the salary of the employee is maintained for a period of seven weeks.
- (b) If a part-time employee's hours are reduced, without consent, by more than 25% they will be entitled to the provisions of redundancy as detailed in clause 34.7

32.2 Employee's Request to Vary Hours or Work Arrangement

Note: This section addresses changes to workloads such as (but not limited to):

- *Temporary changes by mutual agreement – limited term with agreed start and end dates;*
- *Ongoing alteration to contract workload by mutual agreement.*

- (a) Variations to an employee's hours and/or work arrangement may include changing from full time to part time, the introduction of a job share arrangement, or the changing from part time

to full time. All requests will be in writing and set out the details of the change sought and the reasons for the request.

- i. Employees wishing to decrease their work hours should discuss the requested change with their Line Manager and then with the Deputy Principal. Where an employee's request to change to a decreased workload is approved by the College, a return to the original full-time (or higher part time) position will be dependent upon the operational needs of the College at that time, and subject to staffing requirements being such that any positions remaining to be advertised, be they full time or part time, allow the College to attract the best possible applicants for the advertised position.
 - ii. Employees seeking an increase in their workload are invited to indicate their request at an appropriate time prior to the construction of the following year's timetable. An increase in workload will be dependent upon the availability of suitable classes to allocate to that Teacher in the following year or suitable operational duties for operations employees, and subject to staffing requirements being such that any positions remaining to be advertised, be they full time or part time, allow the College time to attract the best possible applicants for the advertised position.
 - iii. Where an employee successfully negotiates a change in workload, from a lower workload to a higher workload or from a higher workload to lower workload, their new contract will supersede all other pre-existing contracts.
- (b) Where job sharing will not inconvenience the College, or be detrimental to the efficient performance of the duties of the position, job sharing will be allowed. The College will attempt to work with staff involved in a job sharing position to ensure arrangements satisfy the needs of all staff involved. Upon the dissolution of a job share arrangement new load allocations will be subject to the processes described above in clause 33.2(a)
- (c) The College will assess all requests with due consideration, keeping the best interest of student learning and operational requirements as a priority, while upholding a workplace that accommodates family and career responsibilities. All approvals of such arrangements will be at the College's discretion.

33. TERMINATION AND REDUNDANCY

33.1 Notice – Teaching Employees

- (a) Except in the case of Relief, casual or probationary Teachers, the termination of the service of a Teacher, including a fixed term Teacher where the contract of employment is terminated prior to the conclusion of the specified contract end date, the College shall require a minimum of 6 term weeks' notice by either party. Where there are more than 6 weeks left in the school term, the College would prefer notice equivalent to the weeks left in the current school term. Where possible, the cease date would be required to take effect from the close of school business at the end of a school term.
- (b) The notice period may be varied by mutual agreement between the Principal and the Teacher.
- (c) The engagement of a Relief Teacher shall be by the day or half day and where the period exceeds five (5) consecutive days the notice shall be one day. Where the employment is for five (5) consecutive days or less the engagement shall be considered to be a specific period and notice shall not be required.
- (d) Nothing within this clause detracts from the College's right to dismiss summarily any Teacher for serious misconduct in which case salary shall be paid up to the time of dismissal only.

- (e) If the services of a Teacher are to be terminated due to redundancy due restructure, the introduction of automation or other like technology changes, the notice provided shall not be less than three (3) months.

33.2 Notice – Operations Employees

- (a) Except in the case of casual or probationary employees, where the contract of employment is terminated prior to the conclusion of the specified contract end date, a minimum of four (4) weeks' notice is required by either party. Where possible, the College would prefer notice equivalent to the weeks left in the current school term. The cease date would be required to take effect from the close of school business at the end of a school term.
- (b) The notice period may be varied by mutual agreement between the Principal and the employee.
- (c) If terminated by the employer, an employee aged 45 years or over who has completed at least two (2) years' continuous service will receive one (1) additional weeks' notice.
- (d) If the services of an employee are to be terminated due to redundancy due to restructure, the introduction of automation or other like technology changes, the notice provided shall not be less than three (3) months.

33.3 Job Search Entitlement

- i. Where an employer has given notice of termination to an employee, the employee must be allowed time off without loss of pay of up to one day for the purpose of seeking other employment.
- ii. The time off under clause 33.3 i. is to be taken at times that are convenient to the employee after consultation with the employer.

33.4 Payment in Lieu of Notice

If the required notice is not provided by the College it will pay a sum equivalent to the salary which would have been due had that notice been given and worked out.

If an employee does not give the period of notice required, then the employer may deduct from the salary due to the employee an amount that is no more than 2 weeks' salary for the employee.

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

33.5 Statement of Service

Upon termination, a statement of service and a separate reference shall be provided to the employee by the College, when requested by the employee.

33.6 Suspension and Summary Dismissal

- (a) Notwithstanding any of the provisions in this Agreement, the College may suspend an employee with pay while considering any matter which in the view of the College could lead to the employee's summary dismissal.

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

33.7 Redundancy

33.7.1 Process

- (a) Redundancy occurs when the College decides that it no longer wishes the position the employee has been doing to be done by anyone. This may occur as a result of such scenarios as changing operational requirements, the introduction of new technology, economic downturns or restructuring.
- (b) In deciding which employee is to be made redundant the College will:
 - i. Conduct a thorough review of the College's requirements and resourcing in specific work areas;
 - ii. Consider the experience, qualifications and service of the employees concerned; and
 - iii. Consider the flexibility, if any, offered by the employees concerned.
- (c) The College will discuss with the directly affected staff and, by agreement, their work area:
 - i. Reasons for the proposed redundancy;
 - ii. Measures being implemented to avoid or minimise the redundancy;
 - iii. Measures to mitigate any adverse effects of the redundancy on the staff members concerned; and
 - iv. Procedures that will be undertaken in order to ensure an equitable outcome for all concerned.

33.7.2 Assistance to Redundant Employees

To assist the redundant employee, the College may:

- (a) Offer part-time or relief employment if this is possible;
- (b) Make enquiries regarding possible vacancies in other schools;
- (c) Permit paid leave to attend job interviews; and
- (d) Terminate positions at the end of the school term or semester whenever possible.

33.7.3 Entitlement

Where the College proposes to make one or more positions redundant, the College shall make severance payments to the employees made redundant in accordance with the following scale:

Less than one year:	Nil
One year and less than two years:	six weeks salary
Two years and less than three years:	eight weeks salary
Three years and less than four years:	ten weeks salary

Four years and less than five years:	11 weeks' pay
Five years and less than six years:	12 weeks' pay
Six years and less than seven years:	13 weeks' pay
Seven years and less than eight years:	14 weeks' pay
Eight years and less than nine years:	15 weeks' pay
Nine years and less than ten years:	16 weeks' pay
Ten years and less than eleven years:	17 weeks' pay
Eleven years and less than twelve years:	18 weeks' pay
Twelve years and less than thirteen years:	19 weeks' pay
Thirteen years and over:	20 weeks' pay

"Weeks' Salary" means the ordinary weekly rate of wage for the employee concerned.

33.7.4 Payment of Notice Treated as Service

If the College makes payment for all or any of the period of notice prescribed, then the period for which such payment is made shall be treated as service for the purposes of calculating any service related entitlements of the employee arising pursuant to this Agreement.

33.7.5 Leaving During Notice

An employee whose employment is to be terminated for reasons set out in this clause may terminate employment during the period of notice and, if so, shall be entitled to the same benefits and payment under this clause had the employee remained with the College until the expiry of such notice. Provided that in such circumstances the employee shall not be entitled to payment instead of notice.

33.7.6 Alternative Employment

The College, in a particular redundancy case, may apply to the Fair Work Commission to have the general severance pay prescription varied if the College obtains acceptable alternative employment for the employee.

33.7.7 Teachers Exempted

The above clauses shall not apply to Relief Teachers, fixed term or casual employees or where employment is terminated as a consequence of conduct that justifies instant dismissal.

34. CONSULTATIVE COMMITTEE

- (a) The College will re-establish a Consultative Committee for the purpose of providing a forum for open discussion, consultation, and co-operation around workplace matters.
- (b) The composition of the Consultative Committee will be as follows:

- i. up to three (3) Principal nominees; and
 - ii. up to four (4) employee nominees, preferably one teacher from each of the Junior and Senior Years and two operations staff.
- (c) The Consultative Committee will:
- i. Meet as needed up to four (4) times per college year;
 - ii. record outcomes/decisions in writing; and
 - iii. respect the confidentiality of information.
- (d) The College will call for expressions of interest from the Operations staff and Teaching staff in Term 3 and the representatives shall serve for a term of two (2) years.
- (e) Where a representative of the teaching/operations staff resigns from the College, or from their position as a representative, an expression of interest for a replacement shall be conducted as soon as practicable by the College.
- (f) Nothing in this clause shall take away any of the parties' rights and obligations as provided for in Clause 6 (Consultation) and Part F (Dispute Resolution) of this Agreement.

35. EMPLOYER AND EMPLOYEE DUTIES

- (a) The employer may direct an employee to carry out work duties that are within the limits of the employee's skills, competence and training.
- (b) The employer may direct an employee to carry out such duties and to use such tools and equipment as may be required, provided that the employee has been properly trained in the use of such tools and equipment.
- (c) The employee will faithfully perform all such duties and responsibilities of the employee's employment, as well as any other duties reasonably required by the employer from time to time.
- (d) Any direction issued by the employer under this clause is to be consistent with the employer's responsibilities to provide a safe and healthy working environment.

35.1 Obligation of Fidelity and Good Faith

The employer and employees agree that they will:

- (a) Serve the College faithfully and diligently
- (b) Act at all times in the College's best interests;
- (c) Refrain from acting, or being seen to act, in conflict with the College's best interests;
- (d) Use their best endeavours to protect and promote the College's reputation;
- (e) Use their best abilities and knowledge to perform their duties;
- (f) At all times comply with the terms of all of the College's policies as varied from time to time, and abide by all of the College's procedures and professional service standards, as in place from time to time;
- (g) At all times display a thorough and professional manner, upholding and maintaining the College's reputation, goodwill and its relationship with the College community; and

- (h) Maintain the highest ethical and professional standards and confidentiality towards the College and its students and their parents.

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

35.2 Confidential Information

- (a) The employee shall not reveal or improperly use any confidential information acquired during their employment.
- (b) This obligation will continue to apply after employment with the College has ended.

35.3 Intellectual Property

- (a) Any new idea, invention, improvement or work that could be registered as copyright or patented that the employee either creates, develops or helps to develop in the course of their employment will remain the intellectual property of the employer.
- (b) The College grants Employees an irrevocable licence, after they leave the employment of the College, to use in their professional activity such wholly original professional or learning material that the employee generated during the term of their employment with the College. This licence does not extend to syllabi, course descriptions, and other documents, processes or procedures related to education delivery at the College, or to College administration or management, which are created by the employee during the course of their employment.

35.4 Property of the Employer

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

35.5 Workplace Harassment

The employer and employees acknowledge that all people have the right to work in an environment where they feel safe from any form of harassment, including bullying. The employer will not tolerate such behaviour, or a work environment that gives rise to such behaviour, and any allegations pertaining to workplace harassment, including bullying, will be taken seriously. Any employee found guilty of workplace harassment, including bullying, may have their employment terminated in accordance with the College's Discrimination, Harassment and Bulling policy (as amended from time to time).

36. HEALTH AND SAFETY

36.1 The Employer

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

The employer will ensure the duty placed upon them under s. 19.1 of the *Work Health and Safety Act 2020* to “ensure, so far as is reasonably practicable, the health and safety of:-

- (a) workers engaged, or caused to be engaged, by the person; and
- (b) workers whose activities in carrying out work are influenced or directed by the person, while the workers are at work in the business or undertaking.”

36.2 The Employee

The employee will ensure that workplace health and safety rules and procedures are adhered to at all times. The employee will use the safety and protective equipment or clothing provided. The employee must not misuse any equipment, plant or process that has been provided to ensure workplace health and safety.

The employee will report to the employer as soon as possible any accidents, incidents or hazards arising during the course of employment. Any concerns in relation to the employee’s safety or the safety of others in the workplace should be reported to the employer, who will take all practicable steps to provide and maintain a safe work environment.

36.3 Protective Equipment

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

36.4 Smoke Free Workplace

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

36.5 Reporting of Accidents, Incidents or Hazards

Employees will report to management as soon as possible any accidents, incidents or hazards arising during the course of their employment. If employees have any concerns in relation to their safety or

the safety of others in the workplace, employees will report them to the safety officer or appropriate manager who will take all practicable steps to provide and maintain a safe work environment.

PART F – DISPUTE RESOLUTION

37. PROCEDURE

The College's Grievance and Dispute Resolution policy (as amended from time to time), outlines the procedure all employees are expected to adhere to regarding disputes.

Dispute regarding a workplace matter arising under the agreement or the National Employment Standards

(a) If a dispute relates to:

- i. a workplace matter arising under the agreement; or
- ii. the National Employment Standards;

this term sets out procedures to settle the dispute.

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

(c) 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.

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

(e) The Fair Work Commission may deal with the dispute in 2 stages:

- iii. 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
- iv. If the Fair Work Commission is unable to resolve the dispute at the first stage, the Fair Work Commission may then:
 - a. arbitrate the dispute; and
 - b. make a determination that is binding on the parties.

Note: If Fair Work Commission arbitrates the dispute, it may also use the powers that are available to it under the Act. A decision that Fair Work Commission makes when arbitrating a dispute is a decision for the purpose of Div 3 of Part 5.1 of the Act. Therefore, an appeal may be made against the decision.

(f) While the parties are trying to resolve the dispute using the procedures in this term:

- i. 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
- ii. An employee must comply with a direction given by the employer to perform other available work at the same workplace, or at another workplace, unless:
 - a. the work is not safe; or

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

SCHEDULE 1 – DEFINITIONS

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

Act means the *Fair Work Act 2009 (Cth)*, as amended from time to time.

Agreement means the *Methodist Ladies' College Staff Agreement 2022 – 2024*.

Award(s) means the *Education Services (Schools) General Staff Award 2020* or the *Educational Services (Teachers) Award 2020*.

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

College Leadership Team (CLT) are those employees who are specifically identified as being part of the primary College Leadership Team named CLT, as amended from time to time.

Confidential Information means information that:

- a) is by its nature confidential;
- b) is designated by the College as confidential; or
- c) the employee knows or ought reasonably to know is confidential; and includes:
 - I. Information comprised in or relating to the intellectual property of the College;
 - II. Information relating to the financial position of the College and any other matter that does or may affect the financial position or reputation of the College;
 - III. Information relating to the internal management of the College, or the personnel, policies and strategies of the College;
 - IV. Information in the employee's possession relating to the College's clients and students and like information;
 - V. Trade secrets and information relating to how the College educates its students;

but does not include information which:

- I. The College provides express written permission to use; or
- II. Is or becomes public knowledge other than by breach of this Agreement; or
- III. Was in the possession of Staff without restriction prior to their employment by the College; or
- IV. Has been independently acquired by Staff; or
- V. Would be necessary to disclose in the ordinary course of an employee's employment or for representation in accordance with the agreement.

Continuous Service shall include full-time, part-time and fixed term service, paid leave and unpaid leave of less than two (2) consecutive weeks, with the same employer.

Co-curricular shall mean the contractual requirement of a Teacher to make a contribution to the College's co-curricular programme. This may be in the form of participation in team training and management, running of clubs, or any negotiated activity that requires the Teacher to make a contribution to the school beyond the requirements of the curricular load.

Duties Other Than teaching (DOTT) means times that are not allocated for face-to-face teaching and is primarily time provided for preparation, planning and assessment. DOTT may include, but not be limited to, subject and departmental meetings, discussions with other staff, discussions with individual students and/or parents, College Assemblies, and assessment preparation.

Employee refers to any employee whose employment is subject to this Agreement. All references to an employee also include the plural.

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

Immediate Family or Household means a spouse, de facto partner, child, parent, grandparent, grandchild or sibling of the employee or a child, parent, grandparent, grandchild or sibling of a spouse or de facto partner of the employee. For the purposes of this definition a 'child' includes an adopted child or step-child of the person, a 'spouse' includes a former spouse and a 'de facto partner' includes a former de facto partner.

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

In lieu in the context of relief shall mean relief duties given in a day or week that a Teacher's classes have been lost to camps, excursions, examinations for which invigilators have been provided, or the departure of Year 12 students after they have sat the relevant WACE examination.

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

Leading Teacher shall mean a Teacher appointed as such in accordance with MLC Policy.

Lodgement Date means the date of lodgement of the Agreement with the Fair Work Commission (or any relevant or successor authority).

Mandatory events shall mean any event set out in the College calendar for which a Teacher is required to attend. Mandatory events will be communicated in SWB during Term 1 of each year. Any additional mandatory event, not communicated in SWB during Term 1, will be implemented in consultation with staff.

Merged class in the context of relief shall mean relief given involving the joining of two classes or groups which does not increase contact time for the Teacher.

Mid-Term Exeat refers to the Colleges' mid-term leave in Terms 1, 2 and 3.

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

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

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

Position of Responsibility shall mean a position which requires:

1. the supervision of other members of staff; and/or
2. administrative duties in excess of those usually required of a Teacher in an Independent School; and/or
3. pastoral care duties or any other promotional position responsibilities in excess of those usually required of a Teacher in an Independent School.

Psychologist means an employee who is employed as a psychologist and who is registered as a psychologist with the Australian Health Practitioners Regulation Agency (AHPRA).

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

Relief Teacher shall mean a Teacher employed to undertake relief teaching duties for not more than nineteen consecutive days in the College.

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

Teacher shall mean:

1. A person registered with the Teacher Registration Board of Western Australia (TRBWA) who is employed in a teaching position at Methodist Ladies' College but does not include those employees who are employed as members of the 'College Leadership Team' unless expressly identified in their contract of employment;
2. A person possessing an authority to teach which is issued by the TRBWA and who is employed in a teaching position at Methodist Ladies' College.

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

Term Time Employees refers to employees that undertake their duties during the teaching period of a calendar year, together with an additional week at both the commencement and end of the year.

SCHEDULE 2 – TEACHING STAFF

1. APPLICATION

This schedule pertains to employees employed by Methodist Ladies' College as Teachers who are qualified as Teachers and are currently registered with the TRBWA, or who are engaged as psychologists.

2. HOURS AND DAYS OF WORK

2.1 Hours of Work

- (a) Notwithstanding the Act, and due to the operational requirements of the College, the ordinary hours of a Teacher under this Agreement may be averaged over a 12 month period.
- (b) The ordinary hours of work for a Teacher during term weeks are variable. In return, a Teacher is not generally required to attend for periods of time (non-term weeks) when the students are not present, subject to the needs of the employer with regard to professional development, student free days and other activities requiring the Teacher's attendance. The hours of work in each cycle are based on a full-time load of 45 periods per cycle plus 15 periods per cycle DOTT.
- (c) It is recognised that Teachers perform duties on campus beyond the start and finish times of the school day. The span of hours that a Teacher is expected to work each day will be dependent on that day's activities requiring Teacher attendance. With approval from the relevant CLT manager, a line manager (such as a Head of Department) may use their discretion to approve an absence on a given day taking into account such factors as:
 - (d) the length of time required;
 - (e) the impact on classes, students and other staff;
 - (f) the personal circumstances and need for flexibility of the Teacher making the request;
 - (g) the extent to which alternative arrangements could have been made outside of this span;
 - (h) whether additional hours had been performed by the Teacher recently; and
 - (i) the frequency of such requests.

2.2 Days of Work

The maximum number of days that a Teacher will be required to attend during term weeks and non-term weeks may vary from year to year and shall be within the range of 195 to 198 days in each College year. The following circumstances are not included when determining the number of days of attendance:

- (a) Co-curricular activities that are conducted on a weekend;
- (b) College related overseas and interstate trips, conferences and similar activities undertaken by mutual consent during non-term weeks;
- (c) When a Teacher is appointed to a leadership position and is performing duties in non-term weeks that are directly associated with the leadership position;
- (d) When a Teacher has boarding responsibilities and the Teacher is performing those duties during term weeks and non-term weeks; and

(e) Exceptional circumstances, such as the requirement to provide pastoral care to students in the event of a tragedy in the school community; in which a Teacher may be recalled to perform duties relating to their position.

(f) Attendance at mandatory College events, such as College Sunday.

The following days shall be included in determining the number of days of attendance:

- (a) The four (4) days before students commence at the beginning of the school year;
- (b) The Friday of the MTE in Terms 1 and 2 except where the provisions relating to an 11 week Term apply);
- (c) The first day of Terms 2, 3 and 4; and
- (d) The two (2) days following the Senior Years' end of year Celebrations.

2.3 Reasonable Hours

As per the Act, a Teacher is only required to work additional hours which are considered as reasonable. In determining if additional hours are reasonable the following must be taken into account:

- (a) any risk to the Teacher's health and safety from working the additional hours;
- (b) the Teacher's personal circumstances, including family responsibilities;
- (c) the needs of the College;
- (d) the period of notice given by the College of any request or requirement to work additional hours;
- (e) any notice given by the Teacher of his or her intention to refuse to work additional hours;
- (f) the usual patterns of work in the education industry, or part of the education industry, in which the Teacher works;
- (g) the nature of the Teacher's role, and the Teacher's level of responsibility;
- (h) the averaging of hours as mentioned in 39.1(a);
- (i) any other relevant matter.

2.4 Overnight Camps, Tours and Excursions

(a) Compulsory attendance

Teachers, except those engaged as College Outdoor Education staff, that are required to attend overnight outdoor education camps and tours, will be paid an overnight allowance of \$200 per night provided they do not also receive a day off as time in lieu, which is available for any one camp, tour or excursion that occurs during non-term time. If a Teacher offers to attend a camp, tour or excursion, and their attendance is necessary to fulfill the minimum staffing requirements, the Teacher will be deemed to be required to attend and therefore eligible for the payment under this clause. This attendance does not count towards a Teacher's co-curricular contribution for the purposes of this Agreement.

(b) Non-compulsory attendance

Where a Teacher offers to attend a camp, tour or excursion in response to a College request for expressions of interest to attend, then they will not be eligible for the overnight allowance

of \$200 per night payment. This non-compulsory attendance will count towards a Teacher's co-curricular contribution for the purposes of this Agreement.

2.5 Request to Review Workload

Where a Teacher believes that their workload has become unfair or unreasonable, the first action is to approach their Head of Department/Line Manager for dispute resolution including discussion, support and/or intervention. If a satisfactory outcome is not achieved, the College's HR department or Deputy Principal should be formally approached. If the matter is not resolved, a Teacher may raise the issue under clause 37.6 of this Agreement.

2.6 Timetables for Part-time Teachers

The distribution of a part-time Teacher's contact periods in the timetable is assessed annually. Where some adjustment of distribution and placement of classes is possible, a reasonable spread of hours commensurate with the part-time FTE may be negotiated. This could mean that a Teacher is not always able to teach in their Major subject area in order to accommodate the flexibility required.

Part time Teachers working less than 0.6FTE or whose timetable does not require them to be in attendance after 2pm on Tuesday afternoons will not be required to attend the Tuesday PLD sessions. All part time Teachers are required to attend Parent Student Teacher Interview sessions as appropriate to their teaching responsibilities.

Part time Teachers are expected to attend other Professional Learning and Development sessions pro rata as necessary to maintain their professional standing for Registration and shall be paid for the hours in which they are required to attend.

2.7 Relief Duty

Teachers are expected to undertake up to 10 periods of reliefs each year. Where a Teacher undertakes any additional relief they will be paid for each additional period at the per period rate for Level 10.

2.8 Tuesday Meetings

The College will limit the number of all staff Tuesday afternoon meetings to a maximum of 5 per term. The remaining Tuesday afternoons may be utilised for Departmental planning, which includes HOY/Mentor meetings, and for personal PLD, noting that Departmental meetings may be scheduled at alternative times.

3. CLASSIFICATION, RATES OF PAY AND RELATED MATTERS

3.1 Rates of Pay

3.1.1 Salaries and Progression

- (a) The increases shall be 4% from 1 July 2022, 3% from 1 July 2023 and 3% from 1 July 2024. The parties acknowledge that the 4% wage increase from 1 July 2022, has taken effect and been administratively applied effective 1 July 2022, prior to the approval of this Agreement. The full-time salary rates payable to Teachers will be as follows:

Level	1 July 2022	1 July 2023	1 July 2024
1	68856	70922	73050
2	73038	75229	77486
3	77222	79539	81925
4	82051	84513	87048
5	86556	89153	91828
6	90418	93131	95925
7	99100	102073	105135
8	104409	107541	110767
9	108755	112018	115379
10	112609	115987	119467
11	117439	120962	124591
12	122264	125932	129710

Note – These rates include annual leave loading

- (b) For the purposes of determining weekly or fortnightly salaries, the annual salaries above, shall be divided by 52.16 or 26.08 respectively.
- (c) All Teachers, including part time Teachers, will progress on an annual increment from the anniversary of their appointment, through to the top level.

3.1.2 Monetary and Time Allowances

- (a) Monetary and time allowances for major positions of responsibility will be associated with Level 12.
- (b) Payments of allowances to Teachers who are part time will be paid pro rata, based on their full time equivalent ratio (FTE).

3.1.3 Determination of Salary Level

- (a) On appointment, a Teacher shall be placed at the appropriate salary level according to qualifications and full-time teaching experience in Australia. Recognition of qualifications

and experience other than that outlined in this clause shall be determined by agreement between the employer and the Teacher.

- (b) In determining the appropriate minimum salary, level the following will apply:
- i. Teachers not elsewhere provided for shall commence at Level 1 and proceed by annual increments to and including Level 12.
 - ii. A Teacher holding a:
 - 3 year degree or qualification will commence at level 1 of the wage scale and progress according to annual increments up to and including level 12 of the scale.
 - 4 year degree or qualification will commence at level 3 of the wage scale and progress according to annual increments up to and including level 12 of the scale
 - 5 year degree or qualification will commence at level 5 of the wage scale and progress according to annual increments up to and including level 12 of the scale.
 - iii. A Teacher holding the qualifications as outlined in subclause (ii) of this clause plus a second or higher degree shall commence at Step 6 and proceed by annual increments to and including Level 12.
 - iv. The term Degree or Diploma will be deemed to include equivalent qualifications. In the event of a dispute a Teacher may raise the issue under clause 37.6 of this Agreement.
 - v. A Teacher who obtains an additional qualification which is recognised as the equivalent to an additional year of training, shall move up to the next level at their next anniversary.
 - vi. The qualifications referred to in subclause (ii) above, may be determined by agreement with the College and shall be reviewed each year.
 - vii. A Teacher who obtains a second, or higher degree shall be credited with one extra year's experience for salary purposes. For the purpose of this subclause, a second or higher degree shall mean to include a Masters or Doctorate, Post Graduate Diploma, Graduate Diploma or a Degree at Honours level.
 - viii. The years of experience are indicated by the equivalent number of level from the entry level.
 - ix. The minimum salary for Teachers who satisfy the Highly Accomplished AITSL standard shall be Level 10.

3.1.4 Payment of Part-Time Teachers

- (a) When accompanying students in a duty of care role on trips and tours which include overnight stays, part-time staff will be paid at the full time rate for the period of the trip or tour.

3.1.5 Payment to Relief Teachers

- (a) Relief Teachers employed for five (5) days or less may be engaged by the day or half day and paid a daily rate or pro-rata rate on the basis of the periods worked in relation to the number of periods in the particular school day.
- (b) Relief Teachers employed for five (5) consecutive working days or more shall be paid for the period at the rate of salary appropriate to their qualifications and experience calculated on a weekly basis of annual salary divided by forty (40) or a daily basis of annual salary divided by two hundred (200).
- (c) A Relief Teacher employed for less than five (5) consecutive working days shall be paid according to the following formula:

- i. Less than four year trained

(aa)	Full day	=	Level 6 Annual Salary	/	200
(bb)	Half day	=	Level 6 Annual Salary	/	400

- ii. Four year or more trained

(aa)	Full day	=	Level 8 Annual Salary	/	200
(bb)	Half day	=	Level 8 Annual Salary	/	400

- (d) The above rates for Relief Teachers exceed and are inclusive of a casual loading of 25%, which would otherwise be based on the hourly equivalent of the weekly rates calculated in accordance with clause 3.1 less annual leave loading.

Note: For the purposes of this subclause, a half day is determined either as the hours usually worked in a school from and including MMT to Period 3 or the hours worked from and including Periods 4 to 6.

3.2 Allowances

3.2.1 Requested to Work at a Different Location

Where a Teacher is required by the College to work more than 30 kilometres away from the Teacher's usual place of employment the College shall pay the Teacher any reasonable travelling expenses incurred except where an allowance is paid in accordance with clause 3.2.2.

3.2.2 Use of Own Car in the Course of Duty

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

3.2.3 Insurance

For the period of this Agreement, the College will provide Journey & Personal Accident insurance for all permanent teaching employees (excluding casuals) covered by this Agreement.

The College will advise all Teachers of the current waiting periods and proportion of salary associated with this insurance cover, at least every two (2) years commencing from the commencement date of this Agreement.

3.2.4 Positions of Responsibility

Additional positions of responsibility may be established as necessary for the effective management of the College.

Where a position of responsibility within a Department carries a time allowance and this cannot be applied due to timetable requirements, the Teacher will be paid the equivalent time calculated as a percentage of Level 12.

Level	Allowance Type	Indicative Roles	Criteria
Level 1.1	Monetary Allowance: 7.5% of Level 12 Time Allowance: 18 periods/cycle	Assistant Head of Junior Years	
Level 1.2	Monetary Allowance: 10% of level 12 Time Allowance: 16 periods/cycle	Head of Academic Department	<ul style="list-style-type: none"> - Management of a team of 6 or more Teachers and Teacher assistants (FTE equivalent) - More than 4 different disciplines offered at Years 11/12 - Student hours per cycle greater than 3500
Level 1.3	Monetary Allowance: 12% of Level 12 Time Allowance: 8 periods/cycle	Head of Academic Department	<ul style="list-style-type: none"> - Management of a team of fewer than 6 Teachers and Teacher assistants FTE equivalent - 4 or fewer than 4 disciplines offered at Years 11/12

– Student hours per cycle less than 3500.

Level 1.4	<p>Monetary Allowance: 5% of Level 12</p> <p>Time Allowance: 8 periods/cycle</p>	<p>Assistant Head of Academic Department – for departments with Level 1.2 HoAD</p>	
Level 2.1	<p>Monetary Allowance: 10% of Level 12</p> <p>Time Allowance: 16 periods/cycle</p>	<p>Head of Year 7-12</p>	
Level 2.2	<p>Monetary Allowance: 10% of Level 12</p> <p>Time Allowance: 12 periods/cycles</p>	<p>Head of Student Leadership</p>	
Level 2.3	<p>Monetary Allowance: 5% of Level 12</p> <p>Time Allowance: According to responsibility</p>	<p>Junior Years' Curriculum Coordinator</p>	
Level 2.3	<p>Monetary Allowance: 3.2% of Level 12</p> <p>Time Allowance: 4 periods/cycle</p>	<p>Head of House</p>	
Level 2.4	<p>Monetary Allowance: 3.2% of Level 12</p> <p>Time Allowance: According to responsibility</p>	<p>Junior Years' Coordinator (e.g. house, music, PE, specific project)</p>	
Level 3.1	<p>Monetary Allowance: 12% of Level 12; or</p> <p>Time Allowance: 6 periods/cycle</p>	<p>Leading Teacher 2</p>	<p>Refer Section 6</p> <p>Teachers must carry a minimum teaching load of 0.71 with no MMT or 0.8 with MMT.</p>

Level 3.2	Monetary Allowance: 6% of Level 12	Leading Teacher 1	Refer Section 6 Teachers must carry a minimum teaching load of 0.71 with no MMT or 0.8 with MMT
Level 3.3	Monetary Allowance: 10% of Level 12	Coordinator Outdoor Education	

4. PROMOTIONAL LEVELS IN THE COLLEGE

4.1 Level Clarification

- (a) A Teacher appointed to a position of responsibility in the College shall be placed within one of the promotional levels set out in clause 3.2.4..
- (b) All allowances relating to positions of responsibility that are outlined in the table at clause 3.2.4 are considered to be the minimal paid amount, and may be more than is outlined in the table.

5. RECOGNISING EXCELLENCE IN CLASSROOM TEACHING

- (a) MLC Lead Teacher eligibility is to provide a promotional pathway for Teachers.
- (b) All applications for Lead Teacher 1 and 2 must be submitted no later than the end of Term 3 each year for approval to commence in the following year, Term 1.
- (c) All appointments for Lead Teacher 1 and 2 are for 3 years, unless satisfactory progress has not been met, then the POR may be rescinded. Should this occur, applicants can re-apply after a 2-year period.
- (d) To be eligible to apply for certification at the Lead Teacher stages the applicant must have:
 - i. Full TRBWA Registration;
 - ii. Top of the salary pay scale (level 12);
 - iii. A minimum 0.8 FTE teaching load with MMT or a minimum 0.71 FTE teaching load without MMT.
- (e) When evidencing their authentic teaching role, applicants must focus on their individual contribution to the role e.g., evidence of their independent planning and preparation of lessons, delivering lessons and differentiating practice to cater for the full range of students over a period of time. Also required, is an assessment of students and reporting to students and parents on student progress.

5.1 Lead Teacher 1

- (a) A panel overseen by the Principal will assess applicants against the descriptors for Lead Teacher 1 career stage in the Australian Professional Standards for Teachers, the criteria outlined at clause 5.1(b).
- (b) Requirements for a Lead Teacher 1 Position are:

- i. Have at least 3 years' continuous service at the College
 - ii. Have participated in at least two recent consecutive annual performance reviews
 - iii. AITSL Standards 1 to 7 at the highly accomplished level
- (c) MLC Leading Teachers are required to:
- i. Lead professional learning and development for colleagues to promote a culture of excellence in pedagogy;
 - ii. Formally mentor one colleagues annually, as approved by the Principal
 - iii. Conduct a research project, as approved by the Principal
 - iv. An annual written progress report to be submitted to the Director of Teaching and Learning, no later than mid Term 4.

5.2 Lead Teacher 2

- (a) A panel overseen by the Principal will assess applicants against the descriptors for Lead Teacher 2 career stage in the Australian Professional Standards for Teachers and the criteria outlined at clause 5.2 (b).
- (b) Requirements for a Lead Teacher 2 Position are:
- i. Have at least 6 years' continuous service at the College, including 3 years at Lead Teacher 1
 - ii. Have participated in at least three recent consecutive annual performance reviews
 - iii. AITSL Standards 1 to 7 at the Lead Teacher level
- (c) MLC Leading Teachers are required to:
- i. Lead professional learning and development for colleagues to promote a culture of excellence in pedagogy at PLD sessions throughout the year;
 - ii. Formally mentor two colleagues annually, as approved by the Principal.
 - iii. Conduct a research project, as approved by the Principal;
 - iv. Provide a verbal bi-annual update to the Principal;
 - v. Provide an annual written progress report to the Principal, no later than mid Term 4, to outline progress related to their research project

The College and Teachers are committed to review the requirements for Lead Teacher 1 and Lead Teacher 2, through the Consultative Committee or similar working party, to finalise the eligibility requirements by no later than the end of Semester 1 2023.

6. PROFESSIONAL DUTIES AND RESPONSIBILITIES

6.1 Professional Learning & Development and Curriculum Development

- (a) The parties acknowledge that professional learning and development and curriculum development are shared responsibilities which should be undertaken partly during school time and partly during Teachers' time in ways which minimise both disruption to students and additional costs.

- (b) All Teachers are expected to be performing at, or demonstrate progression towards the achievement of, the standards described by the Highly Accomplished career stage in the Australian Professional Standards for Teachers.
- (c) Teachers who hold Provisional Registration with the TRBWA at the time of their commencement with MLC, are expected to engage with College processes that assist them to transition to Fully Registered within the first three years of their registration as a Teacher.

6.2 Professional Responsibilities and Duties

- (a) The level of remuneration negotiated in this Agreement reflects the wide range of professional duties, qualifications and responsibilities expected of Teachers at the College.
- (b) The parties accept that the following principles and beliefs help to define these duties and responsibilities:
 - i. The College's foremost aim in the organisation of teaching and learning is to meet students' needs.
 - ii. The College offers a holistic educational programme which necessitates participation by Teachers in many aspects of the life of the College. The College is committed to quality teaching and learning and a proactive programme of pastoral care.
 - iii. The College recognises the high level of performance and professionalism of Teachers in undertaking co-curricular activities.
 - iv. The College is committed to improving the quality of teaching and learning through a commitment to the professional teaching standards as given by the Australia Professional Standards for Teachers published by the Australian Institute for Teaching and School Leadership (AITSL) Australian Professional Standards for Teachers
 - v. The College recognises the changing nature of some duties depending on Year levels and workloads.
 - vi. The College most effectively achieves its objectives when there is open communication and mutual trust between parents, Teachers and students. This is developed in part through classroom contact, but also necessitates formal and informal liaison between parents and Teachers.
 - vii. The College and its staff are committed to ongoing systematic performance review and development:
 - To encourage regular reflection and feedback on performance;
 - To help ensure that all individual Teacher's goals and directions remain consistent with both the AITSL standards and the College's Strategic Goals and Objectives
 - To guide professional learning and development; and
 - To guide career development.

It is recognised that successful application of these principles and beliefs necessitates a time commitment and active involvement of all Teachers.
- (b) The parties are committed to continuing to enhance pastoral care for both students and Teachers.

- (c) Proactive pastoral care for students is seen as the responsibility of every Teacher. To meet this responsibility, Teachers will be assisted by a continuing programme of professional learning and development.
- (d) Pastoral care for Teachers will support them in balancing professional and personal responsibilities, recognising that the circumstances of individual Teachers will change from time to time and throughout their career.
- (e) The College is committed to embedding pastoral care initiatives across our working environment. In pursuit of this goal, a range of initiatives and will continue to be, implemented in partnership with staff/.
- (f) The Parties are committed to developing and maintaining a culture and working environment which values Teachers by ensuring that staff currently and newly appointed to positions of responsibility that involve the management of other staff members (management positions) receive appropriate training and ongoing professional development to support them in their role. This will include utilising the Performance Review and Development process to review performance of staff currently holding positions of responsibility (management positions).
- (g) The College recognises that staff members and their families may experience personal circumstances that require support in addition to that normally available. The College's provision of additional leave, where possible, and access to external agencies, including the Employee Assistance Programme, are important in addressing the needs of staff and their families.

6.3 Planning and Preparation

The College will consult, via the Academic Board, with Teachers to implement strategies that optimise planning and preparation time with the dual aims of recognising the high importance of planning time and improving efficiency of use of available resources.

6.4 Special Projects

The College agrees to provide support to enable the process of educational change to occur in a productive and realistic manner. This will ensure that such projects are coordinated so that the number and types of changes being implemented involve a reasonable time commitment within a Teacher's workload. This will take into account planning, implementation, evaluation and ongoing maintenance of projects.

6.5 Duties and Responsibilities

- (a) In addition to the face to face teaching of students within the classroom, the normal duties and responsibilities of Teachers may include, yard duties, sports duties, attending camps, excursions, parent/student/Teacher and staff meetings, administration and assembly duties, lesson preparation, marking, pastoral care duties, school designated professional learning and development training and/or meetings, co-curricular activities, other activities and duties undertaken to enrich the educational experiences of students or to ensure the efficient management of the school. A part-time Teacher will undertake the normal duties described above proportional to their face to face teaching load as required by the College over the course of the year. The College will attempt to assist a part-time Teacher to meet these requirements.

- (b) In situations where Teachers are required to prepare Individual Education Plans (IEPs) and are involved in liaison with parents, other Teachers, counsellors or other involved parties, consideration will be given to assisting Teachers to meet these requirements.
- (c) All teaching staff accept and agree to support the documentation and planning associated with NCCD and other regulatory directions.
- (d) The College will publish, within the annual Calendar, the events and meetings that are mandatory for all teaching staff. The College reserves the right to change any events or meeting dates, but where possible will provide all teaching staff sufficient notice of any changes.

6.6 Co-curricular

- (a) At the commencement of each year, Teachers are required to nominate their preferred contribution to the co-curricular programme. This information will be taken into consideration when the co-curricular programme to be offered for students in that year is being drawn up. A list of co-curricular activities that represent co-curricular contribution by staff will be published and updated.
- (b) Co-curricular activities refer to contributions that teaching staff make to the holistic education offered by the College, beyond the ordinary requirements of their curricular role. It does not include activities for which there have been time or monetary allowances provided.
- (c) Co-curricular activities may include, but are not limited to:
 - i. Supervising trips and tours;
 - ii. Coaching a sports team (when there is no monetary allowance);
 - iii. Events
 - iv. Before and after school Academic coaching, as published in the Academic coaching roster each term;
 - v. Supervising students backstage at Theatre Arts and Music performances;
 - vi. Driving a school bus (including the boarders' bus) to support an excursion that the staff member would not otherwise be involved with;
 - vii. Coordinating a student club or society;
 - viii. Co-curricular activities outside of the regular school curriculum, before school, during lunch and after school

SCHEDULE 3 – OPERATIONS STAFF

1. APPLICATION

This schedule pertains to any employee not classified as a Teacher, and employed by Methodist Ladies' College including:

- (a) administration;
- (b) technical (including library, laboratory, information technology, home economics, creative arts and theatre arts technicians);
- (c) education assistants;
- (d) facilities staff
- (e) nurses;
- (f) boarding house supervisors and assistants; and
- (g) psychologists,

in the classifications set out in this Agreement.

2. HOURS OR WORK AND RELATED MATTERS

2.1 Ordinary Hours of Work

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

2.2 CHRISTMAS/NEW YEAR SHUTDOWN

- (a) The College will shut down for the Christmas/New Year's break. The shutdown will start 24 December or the last working day prior to 24 December and end six (6) calendar work days from this time. All operations employees are entitled to be absent from work for this shutdown period without loss of pay or reduction of their annual leave balance.

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

2.3 Part-Time Employees and Additional Hours

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

2.4 Calculation of Annual Salary of Employee Working Term Time Only

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

Adjusted Annual Salary =

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

Where X = number of working weeks for an employee who works a full year

Where Y = number of weeks annual leave for an employee who works a full year

- (b) All personal leave, long service leave and the calculation of annual leave is accrued on a pro rata basis, for example, an employee who works 1.0 FTE per year will accrue leave in accordance with the entire entitlement, regardless of if only term time weeks were worked.
- (c) Annual leave will be considered as being taken during non-term weeks and is paid in the calculation detailed in subclause (a) of this clause.
- (d) In the case of terms weeks exceeding 40 weeks, staff will receive additional remuneration for that time.

2.5 Reasonable Overtime

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

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

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

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

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

3. OVERTIME

- (a) This clause is to be read and applied as comprehensive and conclusive in relation to Overtime provisions unless provided for in specific Schedules.
- (b) Overtime is calculated daily.
- (c) Subject to subclause 3(d) and 3(e), or any averaging arrangements, an employee (except boarding house employees) will be paid overtime for all authorised work performed outside of or in excess of their ordinary or roster hours as follows:

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

- (d) Except that a nursing services employee rostered to work overtime on a Saturday or Sunday will be paid the ordinary time rate of pay plus a penalty of 50% of the ordinary time rate for all time worked.
- (d) Where a casual employee is required to work outside of or in excess of the ordinary or roster hours, the employee shall be entitled to payment at the appropriate overtime rate of pay for additional hours work.

3.1 Time Off In Lieu (TOIL) of Overtime Payment

- (a) An employee and the College may agree that an employee will be provided with time off instead of being paid an overtime payment for all authorised work performed outside of or in excess of the ordinary or rostered hours.
- (b) Overtime taken as TOIL during ordinary time hours will be paid at the hourly ordinary time rate for each hour worked.
- (c) Where an employee and an employer have agreed to TOIL instead of overtime payment and such time has not been taken:
 - i. within four (4) weeks of accrual; or
 - ii. during the non-term weeks agreed in writing between the employer and the employee

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

3.2 Broken Shifts

This clause is to be read and applied as comprehensive and conclusive in relation to Broken Shift provisions. No further provisions apply.

- (a) An employee, other than a boarding house employee and a casual employee, rostered to work ordinary hours in a broken shift will be paid the minimum hourly rate plus a broken shift penalty of 15% of the minimum hourly rate with a minimum payment as for 2 hours for each period of duty.

4. RATES OF PAY AND RELATED MATTERS

4.1 Rates of Pay

On appointment, an employee shall be placed at the appropriate salary level according to the qualifications and experience in Australia. The appointment shall be made in line with the classifications described in clause 5. The minimum annual full-time rate of salary payable to employees (except psychologists and junior employees) engaged in the classifications described in Schedule 3, Clause 5 shall be increased by 4% from 1 July 2022, 3% from 1 July 2023 and 3% from 1 July 2024, as provided in the table below. The parties acknowledge that the 4% wage increase from 1 July 2022, has taken effect and been applied effective 1 July 2022, prior to the approval of this Agreement.

		1 July 2022	1 July 2023	1 July 2024
		\$	\$	\$
Level 1	Step 1	53083	54675	56315
	Step 2	53804	55419	57081
	Step 3	54531	56167	57852
	Step 4	55256	56914	58621
	Step 5	55978	57657	59387
	Step 6	56700	58401	60153

Level 2	Step 1	55256	56914	58621
	Step 2	56099	57782	59515
	Step 3	56944	58652	60412
	Step 4	57788	59521	61307
	Step 5	58632	60391	62203
	Step 6	59480	61264	63102
Level 3	Step 1	60322	62132	63996
	Step 2	61651	63501	65406
	Step 3	62976	64865	66811
	Step 4	64304	66233	68220
	Step 5	65633	67602	69630
	Step 6	66957	68966	71035
Level 4	Step 1	69370	71451	73595
	Step 2	71058	73190	75385
	Step 3	72749	74932	77179
	Step 4	74436	76669	78969
	Step 5	76126	78410	80762
	Step 6	77815	80149	82554
Level 5	Step 1	78416	80768	83192
	Step 2	80829	83254	85751
	Step 3	83244	85741	88313
	Step 4	85655	88225	90872
	Step 5	88,066	90708	93429
	Step 6	90482	93197	95992
Level 6	Step 1	93030	95821	98696
	Step 2	95583	98451	101404
	Step 3	98133	101077	104110
	Step 4	100682	103703	106814
	Step 5	103235	106332	109522

4.2 Changes to the Award

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

4.3 Progress Through Steps Within Levels

- (a) All operations employees (except psychologists) under this Agreement shall be appointed to a salary level within Schedule 3, Clause 4.1
- (b) On the anniversary of their employment date, an employee progresses through each step to the top of that appointed level. Employees who reach the top step of their appointed level shall remain at that step unless their appointed role is reclassified.

For example: Employee A is appointed at a level 3, step 1. Each year on the anniversary of their employment, they progress a step within that level. After 6 years, the employee is at level 3, step 6 and in future years will progress no further unless their role is reclassified as per clause 8.3 of the Agreement.

4.4 Failure to Progress

- (a) If during progression through the salary steps, and at least two months prior to the employee's next annual increment, the employer considers such increment to be inappropriate, due to work performance and, as such, does not recommend or authorise further progression to the next step, then the employer shall state reasons in writing to the employee concerned.
- (b) Such reasons should indicate the areas where the employer considers improvement is required. If the improvement is subsequently achieved, then the employee shall progress to the appropriate salary step from the time of improvement.
- (c) If the employer does not recommend or authorise progression at the end of this procedure, then the employee may choose to appeal this decision in accordance with the provisions of clause 37.6 of this Agreement.

4.5 Allowances

This clause is to be read and applied as comprehensive and conclusive in relation to Allowances unless provided for in specific Schedules

4.5.1 Requested to work at a Different Location

Where an employee is required by the College to work more than 30 kilometres away from the employee's usual place of employment the College shall pay the employee any reasonable travelling expenses incurred except where an allowance is paid in accordance with Schedule 3, Clause 4.5.2.

4.5.2 Use of Own Car in Course of Duty

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

4.5.3 Insurance

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

- (a) Journey & Personal Accident Insurance
- (b) Salary Continuance Insurance

The College will advise all Operations employees of the current waiting periods and proportion of salary associated with the insurance cover available for them under 4.5.3 (a) and (b), at least every two (2) years commencing from the commencement date of this Agreement.

4.5.4 Higher Duties

The College may direct an employee to temporarily perform duties applicable to a classification higher than their current classification. Where the employee performs such duties for more than five (5) days and those duties constitute the whole or substantially the whole type of duties which would attract the higher classification, the employee will be paid the rate of pay applicable to the higher classification for the whole period during which the duties are performed.

5. CLASSIFICATIONS

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

Level	Qualifications	Characteristics	Indicative MLC Position(s)
Level 1	No formal qualifications or prior experience.	The employee works under close or direct supervision.	<ul style="list-style-type: none"> - ICT Support Officer (unqualified).
Level 2	Year 12 Certificate and/or, if the position requires, has acquired a trade or other relevant qualifications and/or demonstrated experience.	<p>The employee performs tasks under close supervision and general direction, and is competent in the performance of tasks associated with Level 1 positions.</p> <p>Some employees at this level will supervise other employees under direction.</p>	<ul style="list-style-type: none"> - Boarding House Tutor. - Administration Support (general).
Level 3	Trade or relevant qualification or demonstrated experience	<p>The employee is competent and skilled and performs duties under general direction, but with some degree of autonomy.</p> <p>Some employees at this level could be responsible for the supervision of others.</p>	<ul style="list-style-type: none"> - Boarding House Assistant. - Theatre / Creative Arts Assistant. - Library Assistant. - College Receptionist - Design and Technology Technician
Level 4	Relevant TAFE or Tertiary Qualifications and/or demonstrated experience.	<p>The employee at this level is competent and skilled with the knowledge and demonstrated ability to undertake complex tasks with general and broad direction.</p> <p>Some employees at this level could be responsible for the supervision of others.</p>	<ul style="list-style-type: none"> - Education Assistant. - Grounds and Maintenance person. - Library / Laboratory Technician. - Administration Assistant / Support department
Level 5	Relevant TAFE or Tertiary qualifications at Associate Diploma/Diploma level or equivalent qualifications relevant to the position.	<p>The employee at this level possesses specialized knowledge and skills and will manage and be accountable for the services under their control.</p> <p>The employee is not only highly competent in the performance of their role but also acts under broad</p>	<ul style="list-style-type: none"> - Admissions Officer. - Grounds / Maintenance Team Leader. - Marketing Specialist. - Academic Administrator / Mentor. - Finance Officer. - Senior Library Technician

		direction and has a high degree of autonomy, initiative and discretion in the work program.	<ul style="list-style-type: none"> - Administration Assistant / Support (JY/SY)
Level 6	<p>Formal qualifications at degree level are required or knowledge and experience determined by the employer to be sufficient to carry out duties.</p> <p>Possesses unique, specialized skills, knowledge, and substantial experience that are considered to be critical to the operations of the College.</p>	The employee at this level is fully competent in the performance of their role and satisfies all aspects of the Level 5 criteria.	<ul style="list-style-type: none"> - ICT Systems Engineer. - Registered Nurse. - Executive Assistant. - Senior Laboratory Technician

6. PROFESSIONAL LEARNING AND DEVELOPMENT

6.1 Commitment for Professional Learning and Development

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

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

- (a) Personal circumstances including family responsibilities;
- (b) An employee's entitlement to receive overtime.

6.2 Financial Assistance for External Studies

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

SCHEDULE 4 – EDUCATION ASSISTANTS

1. APPLICATION

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

2. WORKING HOURS AND SPAN OF HOURS

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

3. COLLEGE CAMPS

Employees that are required to attend compulsory College camps, or who volunteer in response to a College request where their attendance is necessary to fulfill the minimum staff requirements of the camp, will be paid an overnight allowance of \$200.00 per night, over and above their normal pay during attendance. Employees who elect to attend a non-compulsory College camp will be entitled to a day in lieu, over and above their normal pay during attendance.

4. ANNUAL LEAVE AND NON-TERM WEEKS

- (a) Existing Staff employed as at 1 January 2018 will receive Annual leave as per the Act with a minimum of twelve (12) weeks paid leave which will be considered to be taken during non-term weeks. Annual leave will not be provided in addition to paid non-term weeks.
- (b) If, after one (1) week's continuous service in any calendar year, an Education Assistant lawfully terminates his/her employment or his/her employment is terminated by the College through no fault of the employee, the Education Assistant shall be granted salary instead of non-term weeks proportionate to his/her length of service. Provided that an Education Assistant who was actually engaged for all four (4) terms in that calendar year shall be entitled to be paid at their usual rate for the whole of the non-term weeks of that year.
- (c) Where an Education Assistant lawfully terminates his/her employment and has been paid at their usual rate for non-term weeks in excess of his/her entitlement as detailed in clause 4(a) in this Schedule, the employer may deduct from any monies owed that portion to which the employee is not entitled.
- (d) Where the employment of an Education Assistant is terminated by the employer, then clause 4(c) of this Schedule shall not apply.
- (e) From 1 January 2018, a newly appointed education assistant will work during term time and be in receipt of an annualised salary across the year. They will receive annual leave of four (4) weeks, which will accrue as per the Act. Annual leave shall be assumed to be taken during non-term weeks.

SCHEDULE 5 – BOARDING HOUSE EMPLOYEES

1. APPLICATION

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

2. HOURS OF WORK AND SPAN OF HOURS

Ordinary hours of work shall be 6.00am to 11.00pm Monday to Friday, and 7.00am to 11.00pm Saturday and Sunday provided that where there is mutual agreement between the College and majority of employees, the starting and finishing times may be varied by up to one hour so long as the total hours remain unchanged.

Ordinary hours of work may be worked on any day up to a maximum of 10 ordinary hours, as long as the total hours worked in a week do not exceed 37.5.

3. OVERTIME

- (a) A Boarding House Supervisor/Assistant required to work outside of or in excess of their ordinary or roster hours will be paid the ordinary time rate of pay plus a penalty of:
 - i. for hours worked on a Saturday, 50% of the ordinary time rate; and
 - ii. for hours worked on a Sunday, 100% of the ordinary time rate.
 - iii. for hours worked on a Public Holiday, 150% of the ordinary time rate.

4. ACCOMMODATION AND ALLOWANCES

- (a) Arrangements for accommodation in the Boarding House and the level of sleepover allowances or rent payable will be negotiated with Boarding House staff. The sleepover allowance and rent rate shall be \$60 per night.
- (b) Notwithstanding Schedule 5, Clause 3 above (Overtime) only work performed in excess of 15 consecutive minutes during a sleepover are paid as additional hours as work performed up to 15 minutes during a sleepover is already included in remuneration provided for in this Agreement. Such sleepover hours will be paid at the ordinary hours of pay rate, unless the weekly hours of work are exceeded.

5. MEALS

Meals will be made available to staff who are on duty at times when the dining room is open and meals are being served to the boarding students.

6. ANNUAL LEAVE AND NON-TERM WEEKS

- (a) Existing Staff employed as at 1 January 2018 will receive Annual leave as per the Act with a minimum of twelve (12) weeks paid leave which will be considered to be taken during non-term weeks. Annual leave will not be provided in addition to paid non-term weeks.

- (b) Staff employed after 1 January 2018 shall be paid an annualised rate based on 40 weeks of term time work (which includes PLD day(s) attendance). They will receive annual leave of four (4) weeks leave which is considered to be taken during non-term weeks. Annual leave will not be provided in addition to paid non-term weeks.
- (c) If after one week's continuous service in any calendar year a Boarding House Assistant lawfully terminates his/her employment or his/her employment is terminated by the College through no fault of the employee, the Boarding House Assistant shall be granted salary instead of non-term weeks proportionate to his/her length of service. Provided that the Boarding House Assistant who was actually engaged for all four terms in that calendar year shall be entitled to be paid for the whole of the non-term weeks of that year.

SCHEDULE 6 – FACILITIES STAFF

1. APPLICATION

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

2. HOURS OF WORK AND SPAN OF HOURS

Ordinary hours of work for full-time Facilities staff working in the Grounds or Maintenance departments shall be 37.5 hours per week.

The ordinary hours of work may be worked on any day from Monday to Friday between 6.00 am and 6.00 pm provided that where there is mutual agreement between the College and majority of employees covered by Schedule 3.5, the starting and finishing times may be varied by up to one hour so long as the total hours remain unchanged.

3. DRESS

Appropriate clothing and footwear shall be supplied by the College on commencement, and renewed or replaced in accordance with relevant College Policy.

SCHEDULE 7 – PSYCHOLOGISTS

1. APPLICATION

This Schedule will apply to those employees employed as Psychologists who are not employed as Teachers.

2. ORDINARY HOURS OF WORK

Ordinary hours of work will be performed up to 37.5 hours per week.

The ordinary hours of work will be worked Monday to Friday, between 7.00am and 4.00pm.

On some occasions, psychologists may be asked to attend to an emergency or after hours call at the boarding house. Psychologists are not required to be "on call," but may be requested to attend College on the weekend or a public holiday, or during non-term weeks, if the situation requires. Any hours worked outside of their ordinary hours will be considered overtime in accordance with Schedule 3.

3. SALARIES

(a) The minimum annual full-time salary payable to a psychologist shall be:

Level	1 July 2022 \$	1 July 2023 \$	1 July 2024 \$
1	86556	89153	91828
2	90418	93131	95925
3	99100	102073	105135
4	104409	107541	110767
5	108755	112018	115379
6	112609	115987	119467
7	117439	120962	124591
8	122264	125932	129710

These rates are equivalent to the Teachers Level 5 – 12 rates of pay as at Schedule 2, clause 3.1.1. and are deemed to include annual leave loading.

(b) The years of experience is indicated by the number of levels from the commencement level of each classification.

4. ANNUAL LEAVE AND NON-TERM WEEKS

(a) Psychologists shall be entitled to twelve (12) weeks of annual leave per year to be taken during non-term weeks each year. Such annual leave is payable on a proportionate basis following cessation of employment (with an agreed deduction from monies owing for any annual leave provided during a year in advance of this reflecting the proportion their service bears to the school year).

(b) Psychologists generally will not be required to attend work in non-term weeks.

SIGNATURES

DATED 21st DAY OF December 2022

Signed for and on behalf of Methodist Ladies' College (ABN: 52 742 627 687):

In the presence of:

Richard Haselgrove
Signature of Employer Representative

[Signature]
Signature of Witness

RICHARD HASEL GROVE
Name of Employer Representative

LESTER DELANEY
Name of Witness

DIRECTOR OF CORPORATE SERVICES
Position Held

FINANCE MANAGER
Position Held

10, GREENHAM PLACE, BIBRA LAKE
Address WA 6163

12 Easton Lane, Doubleview, WA
Address 6018

Signed for and on behalf of the Independent Education Union of Australia – WA Branch:

In the presence of:

[Signature]
Signature of Employee Representative

[Signature]
Signature of Witness

REBECCA COLLOPY
Name of Employee Representative

SIMON MARTIN
Name of Witness

Branch SECRETARY
Position Held
SUITE 20
63 KNUTSFORD AVENUE
RIVERVALE WA 6103
Address

ORGANISER - IEU WA Branch
Position Held
SUITE 20
63 KNUTSFORD AVENUE
RIVERVALE WA 6103
Address

**UNDERTAKING
Section 190**

Methodist Ladies' College Staff Agreement 2022-2024

AG2022/5471

On 21 December 2022, Methodist Ladies' College ("Employer") applied to the Fair Work Commission ("FWC") pursuant to section 185 of the *Fair Work Act 2009* (Cth) ("Act") for the approval of an enterprise agreement to be known as the *Methodist Ladies' College Staff Agreement 2022-2024* ("Agreement").

I have been given authority by the Employer to make the following undertakings pursuant to section 190 of the Act in relation to the Agreement:

1. Notwithstanding Clauses 4(c), 11, 14(f), 33.4 and Schedule 7, any deductions are limited to wages.
2. Clauses 4(c), 11, 14(f), 33.4 and Schedule 7 of the Agreement, will not be applied in such a manner as to allow deductions from National Employment Standards (NES) entitlements.
3. Boarding House Employees who are not remunerated on the basis of an annualised salary as provided by clause 14.5 of the *Educational Services (Schools) General Staff Award 2020* and are required to work ordinary hours on a Saturday or Sunday will be paid no less than:

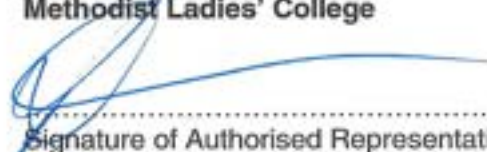
(a) 125% of the minimum hourly rate for ordinary hours worked on a Saturday; and

(b) 175% of the minimum hourly rate for ordinary hours worked on a Sunday,

consistent with clause 22.3(b)(i) and 22.3(b)(ii) of that Award.

DATED at Claremont Norfolk this twelfth day of February 2023

Signed for and on behalf of
Methodist Ladies' College


Signature of Authorised Representative


Signature of Witness

REBECCA CLARKE
Name of Authorised Representative
(BLOCK LETTERS)

MARY DE ROYTER
Name of Witness
(BLOCK LETTERS)

PRINCIPAL
Title of Authorised Representative

356 STIRLING HWY
Address of Authorised Representative CLAREMONT
6010