



DECISION

Fair Work Act 2009
s.185—Enterprise agreement

Woodleigh School
(AG2013/11930)

WOODLEIGH SCHOOL AGREEMENT 2014-2017

Educational services

COMMISSIONER BISSETT

MELBOURNE, 18 DECEMBER 2013

Application for approval of the Woodleigh School Agreement 2014-2017.

[1] An application has been made for approval of an enterprise agreement known as the *Woodleigh School Agreement 2014-2017* (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] I am satisfied that each of the requirements of ss.186, 187 and 188 of the Act as are relevant to this application for approval have been met.

[3] The Independent Education Union of Australia, Victoria Tasmania Branch, 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 organisation.

[4] The Agreement is approved. In accordance with s.54 of the Act it will operate from 25 December 2013. The nominal expiry date of the Agreement is 18 December 2017.



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FROM THE PRINCIPAL
Jonathan Walter

11 December 2013

Fair Work Commission

To whom it may concern,

Please find attached a signed copy of the Woodleigh School Agreement 2014-2017 hereby signed by an employer representative and an employee (who will be covered under the agreement) representative.

Employer Representative

Name: Mr Jonathan Walter
Title: Principal – Woodleigh School
Address: 25 Berrima Avenue
Malvern East VIC 3145

Employee Representative

Name: Ms Lauren Green
Title: PA to the Principal/Payroll Officer – Woodleigh School
Address: 1/2-4 Pitt Street
Mornington VIC 3931

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Part 1—Application and Operation

1. Title

This Agreement is to be known as the Woodleigh School Agreement 2014-2017 (the 'Agreement') and is a Single Enterprise Agreement made pursuant to section 172 (2) of the *Fair Work Act 2009* (Cth.).

2. Commencement and period of operation

- 2.1 Where the Agreement passes the Better Off Overall Test (BOOT), the Agreement will be operative from seven (7) days after the date of approval by the Fair Work Commission.
- 2.2 The nominal expiry date of the Agreement is four years from the operative date.

3. Definitions and interpretation

Award	means the <i>Educational Services (Teachers Award) 2010</i> and/or the <i>Educational Services (Schools) General Staff Award 2010</i> or their successor awards
Classroom support services	means a General Staff Member whose principal duties are to provide support to Teachers and students in a primary or secondary classroom or to individual students or groups of students
Continuous Service	means service under an unbroken contract of employment and includes: <ul style="list-style-type: none">• any period of part-time employment worked at the School• any period during which paid leave was applicable• but does not include any period of employment on a casual or sessional basis (other than for the purposes of long service leave), and• will not include any period of unpaid leave whether approved or otherwise, except at the discretion of Woodleigh School
Curriculum/resources services	means a General Staff Member whose principal duties are to support the operation of curriculum-related

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	services, such as those provided by a library, laboratory or a technology centre
FW Act	means the <i>Fair Work Act 2009</i> (Cth) or its successor(s)
FWC	means the Fair Work Commission or its successor(s)
General Staff Member	means a Staff Member other than a Teacher who is covered by this Agreement
Immediate family	means <ul style="list-style-type: none"> • the Staff Member's current or former spouse, including same sex partner, and de facto spouse (meaning a person who, although not legally married to the Staff Member, lives with the Staff Member in a relationship as a couple on a genuine domestic basis); and • the Staff Member's child or adult child, including an adopted, step or ex-nuptial child; and • a parent, grandparent, grandchild or sibling of the Staff Member
Instructional services	means a General Staff Member whose principal duties are to develop the framework for and provide instruction to students within a structured learning environment under the general supervision of a Teacher
LSL Act	means the <i>Long Service Leave Act 1992</i> (Vic) or its successor(s)
NES	means the National Employment Standards as contained in Part 2-2 of the <i>Fair Work Act 2009</i> (Cth) or its successor(s)
Nominated Representative	means an organisation or person selected and appointed by a Staff Member or Woodleigh School to represent them in matters relating to this Agreement. Such organisations include the relevant Union(s) and Association(s)
Non-term week	means weeks in the School Year other than Term Weeks and include periods designated as school holidays for students, and will not be less than school holidays in Victorian Government Schools
Nursing services	means a General Staff Member who is a Registered Nurse in Victoria and is employed as such

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Permission to Teach Teacher	means a person who is granted Permission to Teach by the Victorian Institute of Teaching pursuant to Division 3 of Part 2.6 of Chapter 2 of the <i>Education and Training Reform Act 2006 (Vic)</i> or its successor(s)
Preschool/childcare services	means a General Staff Member whose principal duties are to work with children in a preschool, early learning centre or kindergarten operated by a school for pre-primary aged children, a childcare centre or an outside school hours care program (other than a qualified preschool/early childhood Teacher)
Principal	means the Principal of Woodleigh School or his or her nominee
Registered Health Practitioner	means a person registered under the <i>Health Professions Registration Act 2005 (Vic)</i> or its successor(s)
Registered Medical Practitioner	means a person who is qualified to practise medicine in Australia and who is registered with the Medical Practitioners Board of Victoria
Staff Member	means a person covered by this Agreement
School administration services	means a General Staff Member whose principal duties are in the functional areas of Woodleigh School's business operations, including but not limited to clerical, administration, finance, marketing, fundraising, public relations, information technology, human resources administration and information management
School operational services	means a General Staff Member whose principal duties are to support the other services of a school, including but not limited to: <ul style="list-style-type: none"> i. grounds, property, and maintenance services; ii. retailing—canteens, uniform shops, book shops; iii. cooking/catering, housekeeping, laundry; and iv. bus driving and vehicle maintenance
School Year	means the period of 12 months commencing 1 January and includes Term Weeks and Non-term Weeks
Standard rate	means the annual salary applicable to Level 3.1 for a General Staff Member, or Level 4 for a Teacher
Teacher	means a person who holds Full or Provisional Registration granted by the Victorian Institute of Teaching pursuant to Division 3 of Part 2.6 of Chapter 2 of the <i>Education and Training Reform Act 2006 (Vic)</i> or

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	its successor(s) and is employed to teach. This definition includes a qualified Teacher Librarian but does not include a person employed as a Principal, Vice Principal or Head of Campus, by whatever name called
Term weeks	means the weeks in the School Year that students are required to attend school as set out in the school calendar
Victorian Institute of Teaching	means the statutory authority for the registration of Teachers established pursuant to the <i>Education and Training Reform Act 2006 (Vic)</i> or its successor(s)
Wellbeing services	means a General Staff Member whose principal duties are to support the health and wellbeing of students, and Staff Members, where appropriate. This may include Counsellors and Therapists
Woodleigh School	means Woodleigh School [ABN 99 004 859 821]

4. Coverage

4.1 This Agreement covers:

- (a) Woodleigh School,
- (b) Teachers,
- (c) Permission to teach Teachers,
- (d) General Staff Members,
- (e) Sessional Staff; and
- (f) the Director of Sport, however named.

4.2 This Agreement does not cover:

- (a) the Principal;
- (b) the Vice Principal, the Head(s) of Campus, and the Business Manager;
- (c) Staff employed solely as Sports Coaches;
- (d) any Staff Member who earns more than the high income threshold as defined by s.333 of the FW Act and regulated by the FWC from time to time;
- (e) Apprentices and Trainees;
- (f) Staff Members on a supported wage system.

5. Relationship to Awards

This Agreement operates to the complete exclusion of all Awards which would otherwise apply to Staff Members covered by this Agreement.

6. No extra claims

Woodleigh School and Staff Members agree that the salary increase and other improvements in conditions of employment provided for by this Agreement are in settlement of all existing claims made by Woodleigh School and the Staff Members, and that no further claims will be made during the period of operation of this Agreement set out in clause 2.

7. The National Employment Standards

- 7.1** The National Employment Standards (NES) as contained in Part 2-2 of the *Fair Work Act 2009* (Cth) (the Act) are the minimum entitlements to which a Staff Member covered by this Agreement is entitled. This Agreement provides ancillary or supplementary terms in respect of the NES. The NES will be made available to all Staff Members.
- 7.2** This Agreement provides industry and enterprise specific detail where it deals with a matter provided for in the NES.
- 7.3** Where this Agreement refers to a condition of employment provided for in the NES, the NES definition applies.

8. Agreement flexibility

- 8.1** Notwithstanding any other provision of this Agreement, Woodleigh School and an individual Staff Member may agree to vary the application of certain terms of this Agreement to meet the genuine individual needs of Woodleigh School and the individual Staff Member. The terms Woodleigh School and the individual Staff Member may agree to vary the application of are those concerning:
 - (a)** arrangements for when work is performed;
- 8.2** Woodleigh School and the individual Staff Member must have genuinely made the agreement without coercion or duress.
- 8.3** The parties are entitled to a representative of their choice for the purposes of negotiating a flexibility arrangement under this clause.
- 8.4** The agreement between Woodleigh School and the individual Staff Member must:
 - (a)** be confined to a variation in the application of one or more of the terms listed in clause 8.1; and

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- (b)** result in the Staff Member being better off overall than the Staff Member would have been if no individual flexibility agreement had been agreed to.
- 8.5** The agreement between Woodleigh School and the individual Staff Member must also:
 - (a)** be in writing, name the parties to the agreement and be signed by Woodleigh School and the individual Staff Member and, if the Staff Member is under 18 years of age, the Staff Member's parent or guardian;
 - (b)** state each term of this Agreement that Woodleigh School and the individual Staff Member have agreed to vary;
 - (c)** detail how the application of each term has been varied by agreement between Woodleigh School and the individual Staff Member;
 - (d)** detail how the agreement results in the individual Staff Member being better off overall in relation to the individual Staff Member's terms and conditions of employment; and
 - (e)** state the date the agreement commences to operate.
- 8.6** Woodleigh School must give the individual Staff Member a copy of the agreement and keep the agreement as a time and wages record.
- 8.7** Except as provided in clause 8.5(a) the agreement must not require the approval or consent of a person other than Woodleigh School and the individual Staff Member.
- 8.8** Where seeking to enter into an agreement, Woodleigh School must provide a written proposal to the Staff Member. Where the Staff Member's understanding of written English is limited Woodleigh School must take measures, including translation into an appropriate language, to ensure the Staff Member understands the proposal.
- 8.9** The agreement may be terminated:
 - (a)** by Woodleigh School or the individual Staff Member giving four weeks' notice of termination, in writing, to the other party and the agreement ceasing to operate at the end of the notice period; or
 - (b)** at any time, by written agreement between Woodleigh School and the individual Staff Member.
- 8.10** The right to make an agreement pursuant to this clause is in addition to, and is not intended to otherwise affect, any provision for an agreement between Woodleigh School and an individual Staff Member contained in any other term of this Agreement.

Part 2—Consultation and Dispute Resolution

9. Consultative Committee

- 9.1 A Consultative Committee will be established:
- for the purpose of assisting with the implementation of this Agreement, and
 - to provide a forum for the discussion of the terms of this Agreement.
- 9.2 The membership of the Consultative Committee will comprise:
- the Principal and two (2) nominees of the Principal, and
 - three Staff Members elected annually by the Staff Members of Woodleigh School who will represent all Staff Members at both campuses of Woodleigh School.
- 9.3 The Consultative Committee will establish its terms of reference, provided that:
- a meeting will be held at the request of the Principal or at least three members of the Consultative Committee;
 - a meeting will ordinarily be held once per term, unless there are no agenda items;
 - the meetings will be minuted.

10. Consultation regarding major change

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

Major change

- 10.2 For a major change referred to in clause 10.1(a):
- (a) the Employer must notify the relevant Employees of the decision to introduce the major change; and
- (b) clauses 10.3 to 10.9 apply.
- 10.3 The relevant Employees may appoint a Representative for the purposes of the procedures in this term.
- 10.4 If:

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- (a) a relevant Employee appoints, or relevant Employees appoint, a Representative for the purposes of consultation; and
- (b) the Employee or Employees advise the Employer of the identity of the Representative;

the Employer must recognise the Representative.

10.5 As soon as practicable after making its decision, the Employer must:

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

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

10.7 The Employer must give prompt and genuine consideration to matters raised about the major change by the relevant Employees.

10.8 If a clause in this Agreement provides for a major change to production, program, organisation, structure or technology in relation to the enterprise of the Employer, the requirements set out in clause 10.2(a) and clauses 10.3 and 10.5 are taken not to apply.

10.9 In this clause, a major change is ***likely to have a significant effect on Employees*** if it results in:

- (a) the termination of the employment of Employees; or
- (b) major change to the composition, operation or size of the Employer's workforce or to the skills required of Employees; or
- (c) the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
- (d) the alteration of hours of work; or
- (e) the need to retrain Employees; or

- (f) the need to relocate Employees to another workplace; or
- (g) the restructuring of jobs.

Change to regular roster or ordinary hours of work

10.10 For a change referred to in clause 10.1(b):

- (a) the Employer must notify the relevant Employees of the proposed change; and
- (b) clauses 10.11 to 10.15 apply.

10.11 The relevant Employees may appoint a Representative for the purposes of the procedures in this clause.

10.12 If:

- (a) a relevant Employee appoints, or relevant Employees appoint, a Representative for the purposes of consultation; and
- (b) the Employee or Employees advise the Employer of the identity of the Representative;

the Employer must recognise the Representative.

10.13 As soon as practicable after proposing to introduce the change, the Employer must:

- (a) discuss with the relevant Employees the introduction of the change; and
- (b) for the purposes of the discussion—provide to the relevant Employees:
 - (i) all relevant information about the change, including the nature of the change; and
 - (ii) information about what the Employer reasonably believes will be the effects of the change on the Employees; and
 - (iii) information about any other matters that the Employer reasonably believes are likely to affect the Employees; and
- (c) invite the relevant Employees to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities).

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

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

Definitions

10.16 In this clause:

relevant Employees means the Employees who may be affected by a change referred to in clause 10.1;

regular roster does not mean the timetable for a School's educational program.

11. Dispute resolution

11.1 In the event of a dispute about a matter under this Agreement, or a dispute in relation to the NES, in the first instance the parties must attempt to resolve the matter at the workplace by discussions between the Staff Member or Staff Members concerned and the relevant Supervisor. If such discussions do not resolve the dispute, the parties will endeavour to resolve the dispute in a timely manner by discussions between the Staff Member or Staff Members concerned and Senior Staff Members as appropriate.

11.2 If a dispute about a matter arising under this Agreement or a dispute in relation to the NES is unable to be resolved at the workplace, and all appropriate steps under clause 11.1 have been taken, a party to the dispute may refer the dispute to the Fair Work Commission.

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

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

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

A decision that Fair Work Australia 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.

11.4 Woodleigh School or a Staff Member may appoint another person, organisation or association to accompany and/or represent them for the purposes of this clause.

11.5 While the dispute resolution procedure is being conducted, work must continue in accordance with this Agreement and the Act. Subject to applicable occupational health and safety legislation, a Staff Member must not unreasonably fail to comply with a direction by Woodleigh School to perform work, whether at the same or another workplace that is safe and appropriate for the Staff Member to perform.

Part 3— Conditions for all Staff Members

12. Salaries

12.1 The salaries in Schedules A and D contain the following salary increases to apply from the first pay period commencing on or after 1 January:

in 2014: a 3.0 per cent per annum increase will be paid.

In the following years a cumulative increment of 0.167% (annually) will be applied should enrolments be maintained at levels specified below.

Specifically:

in 2015: a 3.0 per cent per annum increase will be paid plus an additional 0.167 per cent should enrolments be maintained. If achieved, this rate (3.167%) now becomes the base increment for the subsequent year.

in 2016: 3.0 per cent per annum increase is guaranteed along with any cumulative increment achieved plus an additional 0.167 per cent should enrolments be maintained. If achieved, this rate now becomes the base increment for the subsequent year.

in 2017: 3.0 per cent per annum increase is guaranteed along with any cumulative increments achieved plus an additional 0.167 per cent should enrolments be maintained. If achieved, this rate now becomes the base increment for the subsequent year.

Should enrolments be maintained for each of 2015, 2016 and 2017. Taking into account the cumulative nature of the salary increases, the overall salary increase applicable in 2017 would be 3.5%.

For the purposes of this Agreement maintenance of enrolments is defined as:

-Enrolments for Prep – Year 12 remain at or above 782 full time students.

-Enrolments are based on confirmed student numbers as of the last office operating day of the preceding academic year (For example 19th December 2014).

12.2 The salary increases in clause 12.1 represent the minimum provided by Woodleigh School during the term of this Agreement.

12.3 Woodleigh School will pay an adult Staff Member not less than the rate of pay specified in the relevant Schedule for the Staff Member's position and classification. The rates of pay in Schedules A and D become operative from the first pay period commencing on or after 1 January of each year for the duration of this Agreement.

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- 12.4 General Staff Members who receive an annual salary of above the top pay rate for the level of their position in Schedule D.1.1 will receive the percentage increases in clause 12.1 on their existing annual salary.
- 12.5 Salary will be paid by credit transfer to the Staff Member's nominated financial institution account on a fortnightly basis.

13. Remuneration packaging

- 13.1 Staff Members have access to remuneration packaging once written acceptance of the total remuneration on offer has been received.
- 13.2 Woodleigh School facilitates the option to remuneration packaging on the understanding that:
- (a) Any and all costs associated with assessing and accessing such remuneration packaging options will be met by the Staff Member and deducted from the total remuneration on offer; and
 - (b) There are no additional costs to Woodleigh School; and
 - (c) All benefits are in line with any applicable legislation and Australian Taxation Office rulings and any subsequent amendments to these; and
 - (d) A subsidiary agreement reflecting those selected options and varying the Staff Member's conditions of employment accordingly is made in writing and provided to Woodleigh School.

14. Minimum employment period

- 14.1 A Staff Member's employment is contingent upon the satisfactory completion of a six month minimum employment period.
- 14.2 If Woodleigh School is to terminate the employment of a Staff Member during the first six months of the Staff Member's employment, Woodleigh School does not need to comply with clause 30 – Unsatisfactory performance and inappropriate conduct of this Agreement or any due process, unsatisfactory performance or conduct management policies or procedures in place from time to time.
- 14.3 If Woodleigh School is to terminate the employment of a Staff Member within the first six months of the Staff Member's employment commencing, the Staff Member is entitled to notice prescribed as follows or payment in lieu of notice.

Staff Member	Period of Notice
Teachers	7 Term weeks
General Staff	2 weeks

- 14.4** If the Staff Member is to resign within the first six months of the Staff Member's employment commencing, then the Staff Member is required to give the same notice required of Woodleigh School in clause 14.3 above

15. Annual leave

- 15.1** Annual leave is provided for in the NES. This clause supplements the NES provisions.

- 15.2** A Staff Member must generally take an amount of annual leave during a shut down period. The shut down period is defined as a period where Woodleigh School shuts down the business, or any part of the business, in which the Staff Member works.

- 15.3** Where a Staff Member has not accrued sufficient annual leave to be taken during a shut down period, the Staff Member will be entitled to unpaid leave to cover this period, which will be counted as service for all purposes of the Agreement.

15.4 Annual leave loading

A Staff Member is entitled to annual leave loading of 17.5% on five weeks' annual leave. The loading will be paid with each salary payment throughout the School Year and is incorporated into the annual salaries contained in Schedules A and D.

15.5 Teachers

- 15.6** Annual leave is deemed to be taken progressively during the Non-term Weeks of the School Year in which it is accrued, unless otherwise agreed with Woodleigh School.

15.7 General Staff

- 15.8** From 1 January 2014, a General Staff Member is entitled to five weeks' annual leave.

- 15.9** A General Staff Member is required to take no less than one week annual leave during the close down period following the end of Term 4 each year, unless otherwise agreed with the Principal.

- 15.10** Woodleigh School may require a General Staff Member who works Term Weeks only to take annual leave during Non-term Weeks.

- 15.11** A Staff Member who receives salary pursuant to Schedule D.1.2 is deemed to have taken annual leave progressively during the Non-term weeks of the School Year in which the leave is accrued, unless otherwise agreed with Woodleigh School.

- 15.12** Woodleigh School may allow a General Staff Member to take annual leave before the leave has accrued. Where paid leave has been granted in excess of the accrued entitlement, and the General Staff Member

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subsequently leaves, Woodleigh School is entitled to deduct the amount of leave in advance still owing from any remuneration payable to the General Staff Member upon termination of employment.

15.13 Cashing out annual leave

15.14 A General Staff Member is entitled to cash out an amount of annual leave, provided that the Staff Member's remaining leave balance is at least four weeks after the cashing out of any leave.

15.15 Each request to cash out amounts of annual leave must be made in writing to the Principal, who will provide a written agreement to the Staff Member on each occasion.

15.16 The Staff Member will be paid at their ordinary rate for any amount of leave forgone.

16. Personal/carer's leave

16.1 Personal/carer's leave is as provided for in the NES except where this Agreement provides ancillary or supplementary terms.

16.2 A Staff Member other than a Casual or Sessional Staff Member is entitled to a paid personal/carer's leave entitlement, which includes both sick leave and carer's leave.

16.3 The personal/carer's leave entitlement for a Full-Time Staff Member equates to fifteen (15) days per year of service. A Part Time Staff Member is entitled to paid personal/carer's leave on a pro rata basis based on their rostered hours of work. Personal/carer's leave accrues progressively during a year of service according to the Staff Member's ordinary hours of work.

16.4 Where a full-time Staff Member has a need for personal/carer's leave that exceeds the Staff Member's accrued entitlement at the time that leave is needed, the Staff Member is entitled to be paid personal/carer's leave in advance of accrual as follows:

- (a)** six (6) days during the first term worked, and thereafter, an additional three (3) days during at the commencement of each subsequent school term, if in the first year of service with Woodleigh School, or
- (b)** up to the annual entitlement of fifteen (15) days, if in the second or subsequent year of service,

provided that the notice and evidentiary requirements are met.

16.5 A Staff Member must notify Woodleigh School of the Staff Member's absence as soon as reasonably practicable. The notice must be to the effect that the Staff Member requires the leave because of a personal illness or injury or to provide care or support to a member of the Staff Member's Immediate Family or household as the member is suffering either a personal illness or injury or an unexpected emergency.

16.6 Sick leave

Paid sick leave is taken by the Staff Member because of a personal illness or injury.

16.7 A Staff Member is entitled to sick leave subject to the following:

- (a) Woodleigh School may request that the Staff Member produces a medical certificate from a Registered Medical Practitioner or statutory declaration to Woodleigh School for any absence of more than two (2) consecutive days; and
- (b) Woodleigh School may request that the Staff Member produces a medical certificate from a Registered Medical Practitioner or a statutory declaration to Woodleigh School where the number of days of paid sick leave already taken without the production of a medical certificate or a statutory declaration exceeds five (5) days in the one calendar year; and
- (c) the Staff Member is required to provide a medical certificate from a Registered Medical Practitioner or statutory declaration to Woodleigh School for any absence continuous with a public holiday to which the Staff Member is entitled, or continuous with the first or last day of a term (where the Staff Member works term weeks only) which would not otherwise require the production of a certificate or a statutory declaration.

16.8 Carer's leave

Paid carer's leave is taken by the Staff Member to provide care or support to a member of the Staff Member's Immediate Family or a member of the Staff Member's household, who requires care or support because of a personal illness, injury, or an unexpected emergency affecting the member.

16.9 A Staff Member is entitled to carer's leave provided that the Staff Member produces, if required by Woodleigh School, a medical certificate from a Registered Medical Practitioner or statutory declaration to Woodleigh School stating the person concerned was affected by an illness, injury or unexpected emergency and that the illness, injury or unexpected emergency is such as to require care by another. In the case of an unexpected emergency, sufficient information must be provided to verify the unexpected emergency.

16.10 Where the Staff Member has exhausted the paid personal/carer's leave entitlement, the Staff Member may take up to two (2) days' unpaid carer's leave per permissible occasion. Unpaid carer's leave may be taken as a single, unbroken period of up to two days, or any separate period as agreed by Woodleigh School and the Staff Member.

16.11 A Casual or Sessional Staff Member may take up to two (2) days' unpaid carer's leave per permissible occasion. Unpaid carer's leave may be taken as a single, unbroken period of up to two (2) days, or any separate period as agreed by Woodleigh School and the Staff Member.

17. Compassionate leave

- 17.1** Compassionate leave is as provided for in the NES except where this Agreement provides ancillary or supplementary terms.
- 17.2** A Staff Member may take three (3) days' paid leave per occasion when a member of the Staff Member's Immediate Family or household dies or when the Staff Member's Immediate Family or household member contracts or develops a personal injury or illness that poses a serious threat to life.
- 17.3** Compassionate leave may be taken in a single unbroken period or in separate periods of one day each or as agreed by Woodleigh School and the Staff Member.
- 17.4** The Staff Member is entitled to compassionate leave only if the Staff Member gives Woodleigh School any evidence that Woodleigh School reasonably requires of the illness, injury or death.

18. Community service leave and jury service leave

- 18.1** Community service leave is provided for in the NES.
- 18.2** Jury service leave is a form of community service leave provided for by the NES.
- 18.3** A Staff Member who is required to appear and/or serve as a juror will be entitled to be granted leave for the period during which attendance at court is required.
- 18.4** The Staff Member must notify Woodleigh School as soon as possible of the date upon which he/she is required to attend for jury service.
- 18.5** The Staff Member must provide Woodleigh School with written proof of the requirement to attend for jury service and an estimate of the duration of the absence from duty.
- 18.6** The Staff Member must inform Woodleigh School immediately of any change to the known period of absence and provide the Woodleigh School with written proof of the payments made by the Court Authorities with respect to jury service.
- 18.7** Subject to the requirements set out in this clause, Woodleigh School will pay a Staff Member granted jury service leave an amount equal to the difference between the amount paid in respect of the Staff Member's attendance for such jury service and the amount of salary the Staff Member would have received had the Staff Member not been on jury service.

19. Public holidays

- 19.1** Public holidays are provided for in the NES.

19.2 The following are **public holidays**:

- (a) each of these days:
 - (i) 1 January (New Year's Day);
 - (ii) 26 January (Australia Day);
 - (iii) Good Friday;
 - (iv) Easter Monday;
 - (v) 25 April (Anzac Day);
 - (vi) the Queen's Birthday holiday;
 - (vii) 25 December (Christmas Day);
 - (viii) 26 December (Boxing Day);
- (b) any other day, or part-day, declared or prescribed by or under a law of a State or Territory to be observed generally within the State or Territory, or a region of the State or Territory, as a public holiday, other than a day or part-day, or a kind of day or part-day, that is excluded by the regulations from counting as a public holiday.

19.3 Payment for work on a public holiday

A General Staff Member required to work on a public holiday will be paid at the rate of 250% for ordinary hours performed, unless Woodleigh School and the Staff Member have agreed to the Staff Member taking a day off instead of payment in which case the Staff Member will be paid at the ordinary time rate for work on the public holiday.

19.4 Substitution of public holidays

Woodleigh School may, by agreement with an individual Staff Member or the majority of Staff Members, agree on an alternative day to be taken as a public holiday instead of any of the days specified by the NES. The agreement will be recorded in writing and made available to every affected Staff Member.

Where substitution is agreed, the substituted day will be the public holiday for all purposes of this Agreement.

20. Long service leave

- 20.1** Long service leave is provided for in the NES. This clause supplements the NES provisions.
- 20.2** A Staff Member is entitled to long service leave in accordance with the NES. This Agreement provides ancillary or supplementary terms.

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- 20.3** A Staff Member is entitled to thirteen (13) weeks' long service leave upon the completion of ten (10) years of continuous employment. A Staff Member is entitled to an additional six and a half (6.5) weeks' long service leave for each additional five (5) years of continuous employment with Woodleigh School.
- 20.4** However, at Woodleigh School, a Staff Member will be entitled to take an initial period of long service leave upon the completion of eight (8) years of continuous employment, at which time the period of accrued long service leave will be 10.4 weeks.
- 20.5** A Staff Member is entitled to take accrued long service leave for double the length of time at half pay.
- 20.6** The timing of taking of long service leave will be negotiated between the Principal and the Staff Member for mutual advantage, taking into account the individual Staff Member's needs, in so far as they are compatible with Woodleigh School's operational needs.
- 20.7** The period of long service leave will usually not be for less than a full term for a Teacher, or 8 weeks for a General Staff Member. In special circumstances, the Staff Member and Woodleigh School may agree to a shorter period, or periods, of long service leave.
- 20.8** Where a Teacher has not accrued sufficient long service leave to cover a full term, Woodleigh School may grant a period of leave without pay in conjunction with the period of long service leave. The granting of leave without pay in these circumstances will be at the discretion of Woodleigh School.
- 20.9** Accrued long service leave will be paid in lieu where a Staff Member's employment is terminated after seven (7) years of continuous employment for any reason other than for serious misconduct. This provision has the express effect of overriding section 58 of the LSL Act.
- 20.10** A Staff Member, whose service has been all Full-Time or all at the same Part-Time fraction, is paid during long service leave at the Staff Member's normal salary.
- 20.11** A Staff Member, whose time fraction has varied during service, is paid at a proportionate rate during long service leave. The rate is determined by calculating an average of the Staff Member's time fractions over the period of eligible service, provided the requirements of the NES are satisfied.
- 20.12** **Illness on Long service leave**
- (a) Subject to the requirements of clause 16.7, a Staff Member, who becomes ill or suffers an injury during long service leave and has an entitlement to personal/carer's leave, is entitled to have the period of illness or injury treated as personal/carer's leave, with long service leave reaccredited to the Staff Member.

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- (b)** The Staff Member's application under clause 16.7:
 - (i)** must be received by Woodleigh School during the period of illness or injury; and
 - (ii)** must be accompanied by a medical certificate from a Registered Medical Practitioner or a statutory declaration attesting to the illness or injury and the duration of that illness or injury.

21. Parental leave

- 21.1** Parental leave, which includes birth-related and adoption-related leave, is provided for in the NES. This clause supplements the NES provisions.
 - (a)** A Staff Member who is entitled to parental leave pursuant to the NES will be entitled to an initial period of 12 months' unpaid parental leave.
 - (b)** A Staff Member is entitled to further periods of unpaid parental leave up to a maximum of five (5) years, provided that extensions beyond 24 months must be taken on a whole school year basis. Requests for further periods of unpaid parental leave beyond 24 months which are not for a full school year will be granted at the discretion of the Principal.
- 21.2** A request under clause 21.1(b) must be made not less than ten (10) weeks prior to the expected date of return to work.
- 21.3** A Staff Member who is entitled to parental leave pursuant to the NES may access concurrent unpaid parental leave of up to eight weeks, to assist the Staff Member in reconciling work and parental responsibilities.
- 21.4** A request under clause 21.3 must be made in accordance with the NES, with not less than ten (10) weeks prior to the commencement date of the first period of concurrent parental leave, where more than one period of concurrent leave is taken. A minimum of four weeks' notice is required prior to the taking of any further period of concurrent leave.
- 21.5** A Staff Member replacing a Staff Member granted parental leave will not be entitled to more than four (4) weeks' notice of termination of employment. The notice of termination provision will be specified in writing at the time the replacement Staff Member is employed.
- 21.6** A Staff Member returning from a period of parental leave may request to return to work on a part-time basis. Woodleigh School may refuse requests to work part-time only on reasonable business grounds.

22. Paid parental leave

- 22.1** A Staff Member, other than a Casual or Sessional Staff Member and a Fixed Term Staff Member, is entitled to paid parental leave. Paid parental leave may be taken in connection with the birth or adoption of a child.

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- 22.2** Where a Staff Member (who will have the primary responsibility for the care of the child) has completed a minimum of 12 months' continuous service and is granted unpaid parental leave in accordance with the NES, the Staff Member is entitled to paid parental leave of twelve (12) weeks' at the time the Staff Member commences parental leave.
- 22.3** Where a Staff Member (who will not have primary responsibility for the care of the child) has completed a minimum of 12 months' continuous service and is granted unpaid parental leave in accordance with the NES takes a period of concurrent parental leave at the time of the birth or placement of a child, the Staff Member is entitled to paid parental leave of one (1) week at the time the Staff Member commences concurrent parental leave or the first period of concurrent leave where concurrent leave is taken in more than one period.
- 22.4** For the purpose of calculating the payment of leave for clauses 22.2 and 22.3, the salary will be taken as at the commencement of the period of leave. If the time fraction has varied during the year, the average time fraction of the twelve (12) months preceding the parental leave will be used for the purposes of calculating the payment of leave.
- 22.5** A Staff Member must have a minimum of a further twelve (12) months' continuous service, if returning from parental leave, before being eligible for the payment of a further allowance pursuant to clause 22.2 or 22.3.
- 22.6** Continuous service for the purposes of this clause means service under an unbroken contract of employment and includes:
- (a) any period of Part-Time employment worked at the School
 - (b) any period of paid leave authorised by the School
 - (c) but does not include any period of employment on a casual or sessional basis, and will not include any period of unpaid leave whether approved or otherwise.
- 22.7** During the period of time that the Staff Member is in receipt of paid parental leave under clause 22.2, the Staff Member is entitled to accrue annual leave, as defined by the NES, and personal/carer's leave in accordance with this Agreement. The Staff Member is entitled to accrue long service leave in accordance with the Agreement.
- 22.8** Where Woodleigh School employs both parents of the child, only one parent will be entitled to receive payment pursuant to clause 22.2.
- 22.9** Where a Staff Member with primary responsibility for the care of a child is returning from parental leave, unpaid leave in excess of the entitlement under the NES may be available where the Staff Member agrees to return at the beginning of a term or a School Year.
- 22.10** Paid parental leave cannot be taken concurrently with other forms of paid leave.

23. Leave without pay

Where, in the opinion of the Principal, special circumstances exist, a Staff Member may be granted leave without pay. A Staff Member granted leave without pay agrees that entitlements under this Agreement do not accrue during any period of leave without pay. Specifically, leave without pay does not contribute towards continuous service, however leave without pay does not break continuity of service. A Staff Member may not be in receipt of any paid entitlements under this Agreement during a period of leave without pay. This provision expressly overrides section 62 of the LSL Act.

24. Infectious diseases leave

24.1 A Staff Member who is suffering from one of the infectious diseases will be granted special leave without deduction of pay, provided Woodleigh School is satisfied on medical advice that the Staff Member has contracted the disease through a contact at the School and the disease is evident in the School:

- German measles
- Chickenpox
- Measles
- Mumps
- Scarlet fever
- Whooping cough
- Rheumatic fever, or
- Hepatitis.

25. Breakage and loss

A Staff Member who takes reasonable care will not suffer loss of income for any accidental breakages or loss of property which occurs in the normal course of the Staff Member's duties.

26. Examination leave

A Staff Member will be granted leave with pay to attend compulsory examinations in an approved relevant course of study approved in advance by the Principal.

27. Qualification conferral leave

A Staff Member will be granted leave with pay for up to one day for the purpose of having a degree/diploma or other qualification conferred in an approved relevant course of study.

28. Withholding of monies

If a Staff Member fails to give the required notice upon termination of employment, Woodleigh School may withhold from any monies due to the Staff Member on termination of employment under this Agreement, an amount not exceeding the amount the Staff Member would have been paid under this Agreement in respect of the period of notice required by clause 14, 39 or 46, as appropriate, less any period of notice actually given by the Staff Member.

29. Camps program

29.1 Attendance at camps

- (a) A Full-Time Teacher employed to work predominantly at the Senior Campus may be required to attend up to two camps during a School Year.
- (b) A Full-Time Teacher employed to work predominantly at the Junior Campus may be required to attend one camp during a School Year.
- (c) Attendance at school camps for a Part-Time Teacher and a General Staff Member is voluntary.
- (d) Where a Part-Time Staff Member attends a camp, the Principal and the Staff Member will agree in advance on one of the following options:
 - (i) attend the camp and be paid at the Full-Time rate of pay; or
 - (ii) attend the camp in proportion to the Staff Member's time fraction.
- (e) Where a Part-Time Teacher does not wish to attend a camp, the Principal and the Staff Member will agree in advance on one of the following options:
 - (i) Attend the School at the Staff Member's usual time fraction and undertake other duties as agreed with the Principal; or
 - (ii) Take leave without pay for the duration of the camp.

29.2 Longer outdoor education camps

- (a) A Staff Member is entitled to:
 - (i) one (1) day of paid leave where the Staff Member has attended a camp of six (6) or seven (7) consecutive nights;
 - (ii) two (2) days of paid leave where the Staff Member has attended a camp of eight (8) or more consecutive nights;
 - (iii) It is preferred that the days of leave are taken within term time in consultation with the Head of Campus administration, however if this is not possible for a Staff Member payment at the ordinary rate of pay instead of taking paid leave under (i) or (ii) above will be approved.

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- (b) The timing of paid leave will be agreed with the Principal, subject to the operational and educational requirements of Woodleigh School.
- (c) This leave applies to compulsory outdoor education experiences where a Staff Member is living in a 'camp' setting. It is granted under this clause and may apply to other overnight excursions as approved by the Principal, but does not apply to interstate or overseas trips/exchanges or where a Staff Member is not included in the staffing structure for the camp and voluntarily chooses to stay overnight at a camp.

29.3 Payment

29.4 Payment for attendance at camps for General Staff Members will be at the same level as the Staff Member's usual rate of pay.

29.5 A camp allowance applies where a Staff Member supervises students overnight, as per clause B.3 in Schedule B and clause E.1 in Schedule E.

30. Unsatisfactory performance and inappropriate conduct

30.1 Application

This clause will not apply within the minimum employment period or to a Casual Staff Member or a Sessional Music Teacher.

30.2 Unsatisfactory Performance

- (a) Where Woodleigh School considers a Staff Member's performance is unsatisfactory and may lead to termination, Woodleigh School will apply the following procedure in the management of that unsatisfactory performance.
- (b) Woodleigh School will formally advise the Staff Member in writing of:
 - (i) Woodleigh School's concerns with the Staff Member's performance;
 - (ii) the time, date and place of the first formal meeting to discuss the Staff Member's performance;
 - (iii) the Staff Member's right to be accompanied by a nominated representative of the Staff Member's choice at all meetings scheduled to discuss the Staff Member's performance;
 - (iv) Woodleigh School's right to terminate the employment should the procedure not resolve Woodleigh School's concerns.
- (c) Formal performance management meetings will
 - (i) include discussion of Woodleigh School's concerns with the Staff Member's performance;

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- (ii) give the Staff Member an opportunity to respond to Woodleigh School's concerns;
 - (iii) include discussion of any counselling or assistance, where appropriate, available to the Staff Member;
 - (iv) include documentation, where appropriate;
 - (v) set periods of review, as appropriate.
- (d) If, after following the procedure in this clause, Woodleigh School's decision is to terminate the employment of the Staff Member, then Woodleigh School will give the required period of notice or payment in lieu of notice.

30.3 Inappropriate/Unacceptable Conduct

- (a) Where Woodleigh School considers a Staff Member's conduct is inappropriate/unacceptable and may lead to termination, Woodleigh School will apply the following procedure in the management of that inappropriate or unacceptable conduct.
- (b) Woodleigh School will formally advise the Staff Member of:
 - (i) Woodleigh School's concerns with the Staff Member's conduct;
 - (ii) the time, date and place of the meeting to discuss the Staff Member's conduct;
 - (iii) the Staff Member's right to be accompanied by a nominated representative of the Staff Member's choice at any meeting scheduled to discuss the Staff Member's conduct;
 - (iv) Woodleigh School's right to terminate the Staff Member's employment should Woodleigh School's concerns not be resolved.
- (c) The formal conduct management meeting(s) will:
 - (i) include discussion of Woodleigh School's concern with the Staff Member's conduct;
 - (ii) give the Staff Member an opportunity to respond to Woodleigh School's concerns unless Woodleigh School could not reasonably have been expected to provide the Staff Member with that opportunity.
- (d) Woodleigh School reserves the right to vary the procedure in this clause, in those instances of serious misconduct.
- (e) Concerns with a Staff Member's conduct may be resolved by:
 - (i) issuing the Staff Member with a warning or a final warning in writing;
 - (ii) terminating the employment of the Staff Member in accordance with the relevant notice provision;

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- (iii) summary dismissal, where the Staff Member is guilty of serious misconduct of a kind such that it would be unreasonable to require Woodleigh School to continue the employment during the notice period;
- (iv) any other action, appropriate to the situation.

31. Redundancy

31.1 Redundancy pay is provided for in the NES. This clause provides enterprise specific details and supplements the NES.

The following redundancy pay scale will apply instead of the provisions provided in the NES:

<u>Period of Continuous Service</u>	<u>Redundancy Pay</u>
Less than 1 year	Nil
1 year and less than 2 years	4 weeks
2 years and less than 3 years	6 weeks
3 years and less than 4 years	7 weeks
4 years and less than 5 years	8 weeks
5 years and less than 6 years	10 weeks
6 years and less than 7 years	12 weeks
7 years and less than 8 years	14 weeks
8 years and less than 9 years	16 weeks
9 years and less than 10 years	18 weeks
10 years and over	20 weeks

31.2 Transfer to lower paid duties

Where a Staff Member agrees to be transferred to lower paid duties by reason of redundancy, the same period of notice must be given as the Staff Member would have been entitled to under this Agreement if the employment had been terminated. Woodleigh School may, at Woodleigh School's option, make payment instead of an amount equal to the difference between the former ordinary time rate of pay and the ordinary time rate of pay for the number of weeks of notice still owing.

31.3 Staff Member leaving during notice period

A Staff Member given notice of termination in circumstances of redundancy may resign during the period of notice given under this Agreement. The Staff Member is entitled to receive the benefits and payments they would have received under this clause had they remained in employment until the expiry of the notice, but is not entitled to payment instead of notice.

31.4 Job search entitlement

- (a) A Staff Member given notice of termination in circumstances of redundancy must be allowed up to one day's time off without loss of pay during each week of notice given under this Agreement for the purpose of seeking other employment.
 - (b) At the request of Woodleigh School, the Staff Member must produce proof of attendance at an interview.
 - (c) This entitlement applies to redundancies only and cannot be taken in conjunction with an entitlement provided in clause 39.5 and 46.5.
- 31.5** If a Part-Time Teacher's hours are reduced, without their consent, by more than 25% they will be entitled to the provisions of this clause.

32. Superannuation

- 32.1** Woodleigh School makes superannuation contributions in accordance with the Superannuation Guarantee legislation, to a complying superannuation fund nominated by the Staff Member, excluding a fund where Woodleigh School is required to become a participating Employer. Should the Staff Member not nominate a complying superannuation fund for this purpose, the contribution will be made to Victorian Independent Schools Superannuation Fund (VISSF) or successor fund(s).

33. Tuition Fee Discount

- 33.1** A Staff Member other than a Casual Staff Member or a Sessional Music Teacher, or a Fixed Term Staff Member whose child or children attend the School is entitled to a general tuition fee discount. At the time of making this Agreement, the general tuition fee discount is 50 per cent for a Full-Time Staff Member. A Part-Time Staff Member is entitled to a general tuition fee discount on a pro rata basis based on the Staff Member's ordinary hours of work.
- 33.2** Where a Staff Member's child is awarded a scholarship, the Staff Member may either choose to pay fees discounted pursuant to this clause or pay fees at scholarship rates, but not both.
- 33.3** Where both parents of a child or children attending the School are employed by Woodleigh School, only one general tuition fee discount will apply.
- 33.4** In order to be eligible for a general tuition fee discount, a Staff Member must:
- (a) pay the set student entry fee and the application fee in full prior to the commencement of enrolment;

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- (b) agree to pay fees via automatic salary deduction, or as agreed with Woodleigh School; and
 - (c) agree to keep the account in line with Woodleigh School's Terms of Business.
- 33.5** A Staff Member is eligible for a general tuition fee discount for only the first 12 months of an approved period of leave without pay, unless otherwise agreed with the Principal.
- 33.6** Additional charges for extras are not subject to any discount. Such charges include, but are not limited to, the consolidated charge, the building levy, and costs for camps, books, music tuition and excursions.
- 33.7** General tuition fee discounts do not apply to any other services, including child care and outside school hours care.
- 33.8** The general tuition fee discount is subject to review by the Board. The Board may vary the rate of the general tuition fee discount by providing participating Staff Members with three (3) years notice.

34. Accident pay

- 34.1** Where a Staff Member is incapacitated for work by reason of a work-related injury or illness and becomes entitled to receive weekly payments under the *Accident Compensation Act 1985* (Vic), Woodleigh School must pay to the Staff Member the difference between such weekly payments and the normal remuneration of the Staff Member for a period or periods in the aggregate of up to 39 weeks in respect of each such injury or illness but only for so much of that period as the Staff Member remains employed by Woodleigh School.
- 34.2** If a Staff Member is absent from work because of a personal illness or injury, for which the Staff Member is receiving compensation payments pursuant to the *Accident Compensation Act 1985* (Vic), then:
- (a) the Staff Member does not accrue any of the following entitlements under this Agreement or under the FW Act (where relevant) for the duration of any such absence:
 - (i) annual leave; or
 - (ii) paid personal/carer's leave.
- 34.3** In the event that a Staff Member, who is in receipt of weekly compensation payments pursuant to the *Accident Compensation Act 1985* (Vic.), has an entitlement to annual leave during a shut down period, the workers' compensation payments will cease and the Staff Member will take the accrued annual leave entitlement.
- 34.4** For the purposes of clause 34.3, the period of annual leave will not reduce the Staff Member's entitlement to such compensation payments or to accident make-up pay, if applicable.

- 34.5** Where a Staff Member returns to work in a partial capacity and is entitled to partial weekly compensation payments in accordance with the *Accident Compensation Act 1985* (Vic.), and where the Staff Member is entitled to annual leave at the part-time rate of pay, the Staff Member will remain entitled to be paid the weekly compensation payments in accordance with the Act

Part 4—Conditions for Teachers

35. Types of employment for Teachers

- 35.1** Teachers will be employed in one of the following categories:

- (a) Ongoing Full-Time employment;
- (b) Ongoing Part-Time employment;
- (c) Fixed Term employment; or
- (d) Casual employment.

35.2 Terms of engagement

- (a) On appointment, Woodleigh School will provide the Teacher (other than a Casual Teacher) with a letter of appointment stating
 - (i) the classification and rate of salary applicable on commencement,
 - (ii) the Teacher's face-to-face teaching load and co-curricular commitment, and
 - (iii) details of the expectations of the role, and
 - (iv) details for how the annual leave loading will be paid.
- (b) For a Part-Time Teacher, the letter of appointment will also include the Teacher's teaching load expressed as a Full-Time Equivalent (FTE) time fraction, and a statement that their non-teaching commitment will generally be, on balance, in the same proportion to their FTE teaching load.
- (c) Where Woodleigh School engages the Teacher on a fixed term basis, the letter of appointment will also state the reason the employment is fixed term, and the period of the employment.

35.3 Full-Time employment

- (a) A Full-Time Teacher is engaged to work an average of 38 ordinary hours per week.

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- (b) The average face to face teaching hours of a Full-Time teacher will be up to 20 hours per week for Secondary and 23 hours per week for Primary. Face to face teaching hours will be averaged over the school year.

35.4 Part-Time employment

- (a) A Part-Time Teacher is engaged to work up to 0.9 FTE of the hours of a Full-Time Teacher in the school.
- (b) Where Woodleigh School requires a Teacher to work more than 0.9 FTE, the Teacher will be considered Full-Time and remunerated accordingly.
- (c) Where the Teacher requests to work more than 0.9 FTE, the Teacher will be considered Part-Time and paid for the actual hours worked.
- (d) A Part-Time Teacher is entitled to the benefits under this Agreement on a pro rata basis.
- (e) A Teacher's teaching load may be varied by mutual consent between Woodleigh School and the Teacher at anytime.
- (f) Woodleigh School may vary the FTE time fraction by providing seven weeks' notice, or, where the change would result in a reduction in salary, the salary of the Teacher is maintained for a period of seven weeks.
- (g) Where there is variation, the teaching load and days of attendance will be confirmed prior to the commencement of each term.
- (h) A Part-Time Teacher employed at less than 0.6 FTE will be required to complete 24 months' service before progressing to the next classification level. In all other cases, a Part-Time Teacher will progress to the next classification level after 12 months' service.

35.5 Fixed Term employment

A Teacher may be employed for a fixed period of time of up to 12 months to:

- (a) undertake a specified project for which funding has been made available;
- (b) undertake a specified task which has a limited period of operation; or
- (c) replace a Teacher who is on leave, performing other duties temporarily or whose employment has terminated after the commencement of the School Year. Provided that where the replacement arrangement extends beyond 12 months, the Fixed Term employment may be extended by further periods to cover the absence.
- (d) A Teacher on a fixed-term contract, who has not had at least two years of continuous service, is not entitled to the tuition fee discount under this Agreement.

- (e) A Teacher on a fixed term contract is not entitled to paid parental leave.

35.6 Casual employment

- (a) The minimum engagement period for a Casual Teacher is half a day.
- (b) A Casual Teacher may be engaged for a period of up to one school term.
- (c) A Casual engagement may be extended by agreement between Woodleigh School and the Casual Teacher.
- (d) The rates of pay for a Casual Teacher are contained in Schedule B.
- (e) A Casual Teacher is not entitled to any of the following benefits under this Agreement:
 - (i) notice of termination of employment
 - (ii) redundancy
 - (iii) remuneration packaging
 - (iv) annual leave
 - (v) public holidays
 - (vi) paid personal leave
 - (vii) paid compassionate leave
 - (viii) paid parental leave
 - (ix) accident make-up pay
 - (x) pro rata payment of salary inclusive of annual leave
 - (xi) tuition fee discount

36. Ordinary hours of work for Teachers

- 36.1** This clause provides for enterprise specific detail and supplements the NES that deals with maximum weekly hours.
- 36.2** The ordinary hours of a Teacher may be averaged over a 12 month period.
- 36.3** The ordinary hours of work for a Teacher during Term Weeks are variable. In return, a Teacher is not generally required to attend during Non-term Weeks, subject to the needs of Woodleigh School with regard to professional development, student free days and other activities requiring the Teacher's attendance.
- 36.4** A Teacher is entitled to Non-term weeks without deduction of pay.

- 36.5** The maximum number of days that a Teacher will be required to attend during Term Weeks and Non-term Weeks will be 197 in each School Year, unless Government funding or school registration requirements require Woodleigh School to increase the days of student and Teacher attendance.
- 36.6** The majority of Teachers will not be required to attend in excess of 8 days, with a maximum of 10 days for all Teachers, during Non-term Weeks and these days will be at the beginning or end of the Term breaks.
- 36.7** The following circumstances are not included when calculating the 197 attendance days:
- (a) co-curricular activities that are conducted on a weekend;
 - (b) school related overseas and interstate trips, conferences and similar activities undertaken by mutual consent during Non-term weeks;
 - (c) exceptional circumstances, such as the requirement to provide pastoral care to students in the event of a tragedy in the school community, in which case, a Teacher may be recalled to perform duties relating to their position.
 - (d) Scholarship/Open Morning and New Students Information Morning (Senior Campus).
- 36.8** In usual circumstances, Woodleigh School will provide written notice of the Term Weeks and days in Non-term Weeks on which Teachers are required to attend, six months in advance of the requirement to attend.
- 36.9** The annual salary and any applicable allowances are paid in full satisfaction of a Teacher's entitlements for the School Year or a proportion of the School Year. The Teacher's absence from School during Non-term Weeks is deemed to include their entitlement to annual leave.

37. Breaks for Teachers

A Teacher will be entitled to an unpaid meal break of 30 consecutive minutes, which commences no later than five hours after commencing work. Where a Teacher is undertaking lunchtime yard duty, all reasonable steps will be made to give the Teacher a meal break of 30 consecutive minutes, but where this is not possible a meal break will be not less than 20 consecutive minutes.

38. Pro rata payment of salary inclusive of annual leave

- 38.1** This clause provides enterprise specific detail and incorporates the NES entitlement with respect to annual leave.

38.2 Termination of employment

A Teacher will be entitled on termination of employment to a payment calculated in accordance with this clause.

38.3 Teachers who commence employment after the commencement of the School Year

A Teacher who commences employment after the usual date of commencement at Woodleigh School will be paid from the date the Teacher commences, provided the Teacher must be paid an amount calculated pursuant to this clause at the end of the School Year and will not receive any salary or other payment until the commencement of the next School Year.

38.4 Teachers who take approved leave without pay

Where a Teacher takes approved leave without pay for a period which (in total) exceeds more than two term weeks in any School Year, the Teacher will be paid an amount calculated in accordance with this clause as follows:

- (a) if the leave without pay commences and concludes in the same School Year, the payment will be calculated and made at the conclusion of the last school term or final semester in that year; and
- (b) if the leave without pay is to conclude in a School Year following the School Year in which the leave commenced:
 - (i) at the commencement of the leave, a payment will be calculated and made in respect of the School Year in which the leave commences; or
 - (ii) at the end of the last term or final semester in that year in which the leave concludes, a payment will be calculated and made in respect of that School Year.

If the Teacher returns early from leave any payment under this clause will be taken into account in calculating the amount owed to the Teacher at the end of the School Year.

38.5 Calculation of payments

$$P = \frac{s \times c}{b} - d$$

P is the payment due

s is the total salary paid in respect of weeks attended (or part thereof) since the school service date, or the date of employment in

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circumstances where the Teacher commenced after the school service date.

- b is the number of weeks (or part thereof) in the School Year the Teacher is required to attend.
- c is the number of weeks (or part thereof) in the School Year the Teacher is not required to attend.
- d is the salary paid in respect of weeks (or part thereof) in the School Year the Teacher is not required to attend, that have occurred since the school service date or date of employment in circumstances where the Teacher commenced employment after the school service date.

38.6 For the purpose of this clause:

- (a) **school service date** means the date from which Teachers are paid at the commencement of the School Year in their first year of service with Woodleigh School; and
- (b) **Teacher** means a Teacher other than a Casual Teacher.

38.7 The formula in clause 38.5 is intended to be used to calculate the pro rata salary inclusive of annual leave owing to a Teacher in respect of the School in which the formula is applied.

39. Termination of employment for Teachers

39.1 Notice of termination is provided for in the NES. This clause provides enterprise specific detail and supplements the NES.

39.2 Notice of termination by Woodleigh School

A Teacher (other than a Casual Teacher) will receive one term's notice in writing of termination (inclusive of the notice required under the NES). Payment in lieu of any period of notice (or part thereof) not provided may be made.

39.3 The notice period in clause 39.2 does not apply where the Teacher is guilty of serious misconduct.

39.4 Notice of termination by a Teacher

The notice of termination required to be given by a Teacher is the same as that required of Woodleigh School.

39.5 Job search entitlement

- (a) Where Woodleigh School has given notice of termination to a Teacher, a Teacher must be allowed up to one day's time off without loss of pay for the purpose of seeking other employment. The time off is to be taken at times that are convenient to the Teacher after consultation with Woodleigh School.

- (b) This clause does not apply in the case of redundancy.

39.6 Statement of service

Upon the termination of employment of a Teacher (other than a Casual Teacher) Woodleigh School will provide upon the request of the Teacher, a statement of service setting out the commencement and cessation dates of employment.

Part 5—Conditions for General Staff

40. Types of employment for General Staff

40.1 General Staff Members will be employed in one of the following categories:

- (a) Ongoing Full-Time employment;
- (b) Ongoing Part-Time employment;
- (c) Fixed-Term employment;
- (d) Casual employment; or
- (e) Sessional employment.

40.2 At the time of engagement, Woodleigh School will inform each General Staff Member of their type of employment and classification.

40.3 Full-Time employment

A Full-Time General Staff Member is a General Staff Member engaged to work 38 hours per week or an average of 38 hours per week pursuant to clause 41.2.

40.4 Part-time employment

- (a) A Part-Time General Staff Member is a General Staff Member who is engaged to work less than 38 ordinary hours per week or an average of less than 38 hours per week and/or for less than the full School Year and who has reasonably predictable hours of work.
- (b) A Part-Time General Staff Member will be paid an hourly rate of 1/38th of the weekly rate for the General Staff Member's classification.
- (c) A Part-Time General Staff Member's entitlements will be calculated on a pro rata basis.
- (d) At the time of engagement, Woodleigh School and the Part-Time General Staff Member will agree in writing on a regular pattern of work, specifying the number of weeks of the School Year the General Staff Member will work.

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- (e) The terms of the Agreement in clause 40.4(d) may be varied by agreement between Woodleigh School and a General Staff Member. Any such variation will be recorded in writing.

40.5 Fixed Term employment

A General Staff Member may be employed for a fixed period up to 12 months to:

- (a) undertake a specified project for which funding has been made available;
- (b) undertake a specified task which has a limited period of operation; or
- (c) replace a General Staff Member who is on leave, performing other duties temporarily or whose employment has terminated after the commencement of the School Year. Provided that where the replacement arrangement extends beyond 12 months, the Fixed Term employment may be extended by further periods to cover the absence.
- (d) A General Staff Member on a fixed-term contract is not entitled to any of the following benefits under this Agreement:
 - (i) paid parental leave
 - (ii) tuition fee discount

40.6 Casual employment

- (a) A Casual General Staff Member is a General Staff Member (other than an Instructional Services General Staff Member) engaged as such.
- (b) A Casual General Staff Member will be paid an hourly rate of 1/38th of the weekly rate for the General Staff Member's classification, plus 25%.
- (c) A Casual General Staff Member is not entitled to any of the following benefits under this Agreement:
 - (i) notice of termination of employment
 - (ii) redundancy
 - (iii) remuneration packaging
 - (iv) annual leave
 - (v) public holidays (but is entitled to penalty loading for work performed on a public holiday)
 - (vi) paid personal leave
 - (vii) paid compassionate leave
 - (viii) paid parental leave

(ix) accident make-up pay

(x) tuition fee discount.

40.7 Sessional Employment

(a) A Sessional Staff Member is a General Staff Member engaged as such, and includes a Staff Member employed to teach individual music lessons.

(b) A Sessional Music Teacher will be paid an hourly rate not less than the Victorian Music Teachers Association (VMTA) hourly rates of pay.

(c) A Sessional Staff member is not entitled to any of the following benefits under this Agreement:

(i) notice of termination of employment

(ii) redundancy

(iii) remuneration packaging

(iv) annual leave

(v) public holidays

(vi) paid personal leave

(vii) paid compassionate leave

(viii) paid parental leave

(ix) accident make-up pay

(x) tuition fee discount

(xi) overtime

(xii) allowances

(xiii) ordinary hours of work.

(d) A Sessional Staff Member is required to attend the workplace only for contracted hours of work.

41. Ordinary hours of work for General Staff

41.1 Subject to this clause, a Full-Time General Staff Member's ordinary hours of work will be 38 per week. The ordinary hours of work for a Part-Time or Casual General Staff Member will be in accordance with clause 40.

41.2 The ordinary hours of work will be averaged over a period of four weeks.

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- 41.3** The ordinary hours of work will be worked on no more than five days in any seven days and will be performed on any day from Monday to Friday between 7:00 am and 6:00 pm.
- 41.4** Woodleigh School may require a Part-Time General Staff Member to work reasonable additional hours in accordance with the provisions of this clause. The General Staff Member will be paid at the casual hourly rate of pay where the reasonable additional hours worked:
- (a)** fall within the applicable daily spread of hours in clause 41.3, and
 - (b)** do not result in the General Staff Member working more than eight hours on that day, and
 - (c)** do not result in the General Staff Member working more than the allowed maximum weekly ordinary hours during the averaging period;
- 41.5** In all other cases the General Staff Member will be entitled to payment at the appropriate overtime rate of pay for any additional hours worked.
- 41.6** The minimum Casual engagement of two hours will not apply to Part-Time General Staff Members working reasonable additional hours under this clause.
- 41.7** Additional hours worked by a Part-Time General Staff Member in accordance with this clause do not accrue leave entitlements under this Agreement or the NES.
- 41.8 Breaks between periods of duty**
- (a)** A General Staff Member will be entitled to a minimum break of 10 consecutive hours between the end of one period of duty and the beginning of the next. This applies in relation to both ordinary hours and where overtime is worked.
 - (b)** Where Woodleigh School requires a General Staff Member to continue or resume work without having a 10-hour break off duty, the General Staff Member is entitled to be absent from duty without loss of pay until a 10-hour break has been taken, or be paid at 200% of the ordinary rate of pay until released from duty.
 - (c)** The entitlements in clauses 41.8(a) and (b) do not apply to a General Staff Member who is attending a school camp or excursion.

42. Breaks for General Staff

42.1 Meal break

A General Staff Member will be entitled to an unpaid meal break of not less than 30 minutes or more than 60 minutes commencing no later than five hours after commencing work.

42.2 Rest break

- (a) At a time suitable to Woodleigh School, a General Staff Member is entitled to a rest break of 10 minutes, which will be counted as time worked, for each period of three hours worked, with a maximum of two rest breaks per shift. Woodleigh School and a General Staff Member may agree to one rest break of 20 minutes in place of the two 10 minute rest breaks.
- (b) Notwithstanding 42.2(a), a General Staff Member in classroom support services is entitled to one rest break of 20 minutes, which will be counted as time worked.

43. Leave without pay during Non-term weeks

43.1 Arrangements

A General Staff Member may be required to take leave without pay during Non-term weeks, provided that:

- (a) the General Staff Member's contract of employment specifies the arrangement in writing;
- (b) all such periods count as service for the purpose of calculating accrued leave entitlements and do not break continuity of service;
- (c) if appropriate work is available for a General Staff Member during any such period, the existing General Staff Member may be offered such employment (whether on a Full-Time, Part-Time or Casual basis). The General Staff Member who is on leave without pay may refuse an offer of employment without prejudice to their normal employment relationship; and
- (d) appropriate work will mean such work as is available that is capable of being performed by the General Staff Member. Remuneration for such work will be at the rate of pay applicable to the work being performed.

43.2 Calculating annual salary for a General Staff Member on leave without pay during Non-term weeks

- (a) The formula in this subclause will be used to calculate an annual salary for a General Staff Member whose contract of employment makes provision, in writing, for leave without pay during Non-term weeks.
- (b) The adjusted annual salary for a General Staff Member is:

$$A = C \times \frac{\text{working weeks} + 5 \text{ weeks annual leave}}{52.18}$$

Where:

A means the General Staff Member's adjusted annual salary

C means the annual salary (as contained in clause Schedule D.1.1) for the General Staff Member's classification

Working weeks means the number of weeks that the General Staff Member is required to work

- (c) For the purpose of calculating any allowance or penalty for a General Staff Member, the allowance or penalty will be calculated on the ordinary hourly rate applicable before the adjustment provided for in this clause is applied.
- (d) A General Staff Member may elect, in writing, to be paid only for the time worked (and therefore not during non-term weeks) rather than to be paid an adjusted annual salary as provided by this clause.

43.3 Exclusions

The provisions of this clause do not apply to Classroom Support Services or Curriculum/Resources Services General Staff Members who were employed as at 1 July 2010. Such General Staff Members will receive salary as set out in Schedule D.1.2 and will not generally be required to attend during Non-term weeks.

44. Annualised salaries

- 44.1** Annualised Salary for the purpose of this clause must provide payment that is sufficient compensation to cover the total amount that would have been payable, had the minimum salary and relevant provisions noted in clause 44.2 been applied.
- 44.2** By agreement Woodleigh School may pay a General Staff Member who is classified at Level 5 or above an annual salary in satisfaction of the following provisions of the Agreement:
 - (a) Schedule D – General Staff Salaries; **and**
 - (b) Schedule E – General Staff Allowances; **and**
 - (c) Clause 41.8(b) and (c) – Breaks between periods of duty; **and**
 - (d) Clause 47 – Overtime.
- 44.3** Where an annual salary is paid Woodleigh School must advise the General Staff Member in writing of the annual salary that is payable and which of the provisions of this Agreement will be satisfied by payment of the annual salary.
- 44.4** General Staff Members who are classified at Level 5 or above at the time of the commencement of this agreement will be deemed to be in receipt of an annualised salary.
- 44.5 Annual salary not to disadvantage a General Staff Member**

44.6 The annual salary must be no less than the amount the General Staff Member would have received under Schedule D plus any allowances and penalties that would have applied for the work performed over the year for which the salary is paid (or if the employment ceases earlier over such lesser period as has been worked).

44.7 Base rate of pay

For the purposes of the NES the base rate of pay for a General Staff Member receiving an annual salary under this clause will exclude any incentive-based payments and bonuses.

45. Higher duties

45.1 Woodleigh School may direct a General Staff Member to temporarily perform duties applicable to a classification higher than their current classification.

45.2 Subject to clause 45.3 where a General Staff Member, other than a School Operational Services General Staff Member, performs such duties for more than five days and those duties constitute the whole or substantially the whole type of duties which would attract the higher classification, the General Staff Member will be paid the rate of pay applicable to the higher classification for the whole period during which the duties are performed.

45.3 Where the General Staff Member is a School operational services General Staff Member, and they perform those duties for one day or more and those duties constitute the whole or substantially the whole type of duties which would attract the higher classification, the General Staff Member will be paid the rate of pay applicable to the higher classification for the whole period during which the duties are performed.

46. Termination of employment for General Staff

46.1 Notice of termination is provided for in the NES.

46.2 The period of notice will be 4 weeks.

The period of notice increases by 1 week if the Staff Member is over 45 years old and has completed at least 2 years of continuous service with Woodleigh School at the end of the day the notice is given.

46.3 The period of notice in clause 46.2 does not apply where the General Staff Member is guilty of serious misconduct.

46.4 Notice of termination by a General Staff Member

The notice of termination required to be given by a General Staff Member is the same as that required of Woodleigh School except that there is no requirement on the General Staff Member to give additional notice based on the age of the General Staff Member concerned.

46.5 Job search entitlement

Where Woodleigh School has given notice of termination to a General Staff Member, a General Staff Member must be allowed up to one day's time off without loss of pay for the purpose of seeking other employment. The time off is to be taken at times that are convenient to the General Staff Member after consultation with Woodleigh School.

This clause does not apply in the case of redundancy.

46.6 Upon termination the General Staff Member will be provided on request with a Statement of Service setting out the commencement and cessation dates of service.

47. Overtime

47.1 Overtime rates

(a) A General Staff Member will be paid overtime for all authorised work performed outside of or in excess of the ordinary or rostered hours as follows:

Time worked	Overtime rate
Monday–Saturday	150% of the ordinary hourly rate of pay for the first 3 hours and 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

(b) Overtime is not payable when a General Staff Member elects to go on a school camp however allowances as contained in Schedule E will apply.

(c) Overtime will be calculated daily.

47.2 Time off instead of overtime payment

(a) Woodleigh School and a General Staff Member may agree that a General Staff Member will be provided with time off instead of being paid overtime.

(b) Overtime taken as time off during ordinary time hours must be taken at the ordinary time rate, that is, an hour for each hour worked.

47.3 Make-up time

A Staff Member may elect, with the consent of Woodleigh School, to work make-up time under which the General Staff Member takes time off during ordinary hours, and works those hours at a later time.

Schedule A — Teacher Salaries

- A.1** The salary for a Full-Time Teacher will be determined in accordance with the provisions in Schedule A, and will be not less than prescribed by the following table from the first pay period commencing on or after 1 January of each year. Should enrolment levels be maintained as defined in clause 12.1 a cumulative increment of 0.167% annually from 2015 onwards will be applied in addition to the salary increases prescribed below.

Level	2014	2015	2016	2017
	\$	\$	\$	\$
4	63,612	65,520	67,486	69,511
5	66,524	68,520	70,576	72,693
6	69,436	71,519	73,665	75,875
7	72,344	74,514	76,749	79,051
8	75,262	77,520	79,846	82,241
9	78,173	80,518	82,934	85,422
10	81,083	83,515	86,020	88,601
11	83,993	86,513	89,108	91,781
12	92,985	95,775	98,648	101,607

- A.2** The weekly rate of pay for a Teacher will be determined by dividing the annual rate by 52.18.

A.3 Annual leave loading

The annual salary in A.1 includes annual leave loading.

A.4 Part-Time Teacher

A Part-Time Teacher will be paid pro rata, at the same rate as a Full-Time Teacher in the same classification, in accordance with clause 35.4.

A.5 Casual Teacher

A.5.1 The salary payable to a Casual Teacher who is engaged for less than five consecutive days will be a minimum of:

	2014	2015	2016	2017
Full Day	\$ 278.00	\$ 288.00	\$ 297.00	\$ 306.00
Half Day	\$ 139.00	\$ 144.00	\$ 148.50	\$ 153.00

Provided that a Casual Teacher will be paid for a minimum of half a day.

A.5.2 The salary payable to a Casual Teacher who is engaged for five or more consecutive days will be a minimum of:

	2014	2015	2016	2017
Full Day	\$ 298.00	\$ 307.00	\$ 316.00	\$ 325.00
Half Day	\$ 149.00	\$ 153.50	\$ 158.00	\$ 162.50

Provided that a Casual Teacher will be paid for a minimum of half a day.

Schedule B — Teacher Allowances

B.1 Responsibility allowances (POR allowances)

B.1.1 Eligibility

- (a)** A responsibility allowance will be paid to a Teacher where Woodleigh School requires the performance of administrative, pastoral care and/or educational leadership duties additional to those usually required of Teachers at Woodleigh School.
- (b)** An allowance is linked to a position of responsibility rather than tied to an individual Teacher.
- (c)** The Principal determines who holds a position that is eligible for a responsibility allowance.
- (d)** Most responsibility positions are appointed for a fixed term (usually three years and occasionally one year). The allowance is only payable for the fixed term and does not continue if the responsibility appointment is not continued. A Teacher with a leadership position is, however, welcome to reapply at the end of the fixed term for a further term.

B.1.2 Notification

- (a)** The Principal will provide written advice to a Teacher in receipt of a responsibility allowance detailing its tenure, the duties required and the allowance to be paid.
- (b)** The Principal will advise the Teacher of the level to which the responsibility allowance equates.

B.1.3 Levels of responsibility

The level of additional responsibility can be categorised as either administrative, pastoral care or educational leadership, or a combination of these, as follows:

- (a)** There are separate responsibility rates for the Senior Campus and the Junior Campus, reflecting the significant difference in size of the two campuses. Senior Campus rates are referred to as “B” allowances, and Junior Campus rates are referred to as “C” allowances. There are 4 levels (1A, 1, 2, & 3) at each campus.
- (b)** The level of responsibility can be related to administrative, pastoral, or education leadership (or a combination of these) and is determined as follows:

Senior Campus:

Level B.1.A: Head of a large Faculty (e.g. English, Maths)

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Level B.1 Head of a smaller Faculty, Homestead Coordinator, or roles of equivalent responsibility (e.g. Enrolments, Sustainability, Exchange, etc.)

Level B.2 & B.3: Lesser level of responsibilities.

Junior Campus:

Level C.1A: Director of ECC

Level C.1: Coordinator of a major area (e.g. Director of Junior Campus Music, Junior Primary Coordinator, camps)

Level C.2 & C.3: Lesser level responsibilities

(Higher Responsibilities: higher rates may be paid for more senior positions than those listed above by negotiation with the Principal at the time of appointment.)

B.1.4 The assignment of a position to a particular level in this clause will reflect the graduation of responsibilities exercised, whether, administrative, pastoral care or educational leadership, with Level 1A being the most significant level of responsibility.

B.1.5 The following Senior Campus Responsibility allowances apply from the first pay period commencing on or after 1 January 2014:

B1A	\$7354
B1	\$5070
B2	\$3380
B3	\$1690

B.1.6 The following Junior Campus Responsibility allowances apply from the first pay period commencing on or after 1 January 2014:

C1A	\$5139
C1	\$4499
C2	\$2809
C3	\$1119

B.1.7 Where the positions of responsibility are shared, the allowances may also be shared.

B.1.8 The allowances in B.1.5 and B.1.6 above will be increased annually from the first pay period commencing on or after 1 January 2015 by the same percentage amount as general salaries.

B.2 Vehicle allowance

- B.2.1** A Teacher required by Woodleigh School to use the Teacher's motor vehicle in the performance of the Teacher's duties, will be reimbursed on a per kilometre basis in accordance with the guidelines issued by the Australian Taxation Office.
- B.2.2** Woodleigh School must pay all expenses including registration, running and maintenance where Woodleigh School provides a motor vehicle which is used by a Teacher in the performance of the Teacher's duties.

B.3 Camp allowance

- B.3.1** A Teacher who is required to supervise students overnight on a compulsory co-curricular outdoor education program or Junior Campus year level will receive an allowance of \$65 per night for the first four consecutive nights. A rate of \$85 per night applies for camps of five or more consecutive nights.
- B.3.2** This allowance applies to overnight excursions and learning camps as approved by the Principal, including interstate and overseas trips, but does not apply where a Teacher voluntarily stays overnight at a camp and is not required in the staffing ratio.
- B.3.3** These allowances are payable from 1 January 2014 and apply for the duration of this Agreement.

B.4 Meal allowance

Where Woodleigh School requires a Teacher to remain at school continuously until after 7.00 pm on any day, Woodleigh School will provide a meal to the Teacher. The exceptions to this are:

- (a)** if a Teacher could reasonably return home for a meal; or
- (b)** if it is not possible to provide a meal, Woodleigh School will pay a meal allowance of \$15.00 to the Teacher.

Schedule C— Teacher Classifications

C.1 Duties of Teacher

The duties of a Teacher may include in addition to teaching, activities associated with administration, review, development and delivery of educational programs, pastoral care programs and co-curricular activities.

C.2 Recognition of service

C.2.1 On appointment, a Teacher will be classified and placed on the appropriate level on the salary scale in Schedule A, according to qualifications and teaching experience. **Teaching experience** does not include employment as a Teacher in a TAFE program (unless the Teacher is employed to teach a Vocational and Educational Training (VET) program) or in an English Language School.

C.2.2 Service as a Part-Time teacher for the purpose of calculating Long Service Leave will normally accrue on a pro-rata basis according to the percentage of a Full-Time teaching load undertaken in any one year.

C.2.3 In the case of a Casual Teacher, the equivalent of a full-time year of teaching service is 197 full casual days in Australian schools.

C.3 Evidence of qualifications

C.3.1 Woodleigh School may require that the Teacher provide documentary evidence of qualifications and teaching experience. Woodleigh School may decline to recognise the relevant qualification or experience until such evidence is provided.

C.4 Commencement and progression

C.4.1 A Teacher who is four or five year trained will commence on Level 4 of the salary scale in Schedule A and progress automatically according to normal years of service to Level 12.

C.4.2 A Part-Time Teacher employed at less than 0.6 FTE will be required to complete 24 months' service before progressing to the next classification level. In all other cases, a Part-Time Teacher will progress to the next classification level after 12 months service.

C.4.3 For the purposes of calculating service of a Part-Time Teacher under this clause, teaching service gained in equivalent employment elsewhere will be included. The Teacher concerned is obliged to provide the School with relevant documentation of the other employment by the end of July each year.

Schedule D— General Staff Salaries

Woodleigh School will pay an adult Full-Time General Staff Member not less than the annual rate of pay specified for the General Staff Member's classification prescribed by the following tables, which are inclusive of annual leave loading, from the first pay period commencing on or after 1 January of each year. Should enrolment levels be maintained as defined in clause 12.1 a cumulative increment of 0.167% annually from 2015 onwards will be applied in addition to the salary increases prescribed below.

D.1.1 Annual rates of pay (52/52)

Classification Level	2014 \$	2015 \$	2016 \$	2017 \$
Level 1				
1.1	38,828	39,993	41,192	42,428
1.2	39,969	41,168	42,404	43,676
1.3	41,111	42,344	43,615	44,923
Level 2				
2.1	41,683	42,933	44,221	45,548
2.2	42,824	44,109	45,432	46,795
2.3	44,537	45,874	47,250	48,667
2.4	46,251	47,638	49,067	50,539
2.5	47,963	49,402	50,884	52,410
Level 3				
3.1	47,963	49,402	50,884	52,410
3.2	49,677	51,167	52,702	54,283
3.3	51,389	52,931	54,519	56,154
3.4	53,102	54,695	56,336	58,026
3.5	54,815	56,460	58,153	59,898
Level 4				
4.1	54,815	56,460	58,153	59,898
4.2	56,528	58,224	59,971	61,770
4.3	58,240	59,988	61,787	63,641
4.4	59,955	61,753	63,606	65,514
4.5	61,667	63,517	65,422	67,385
Level 5				
5.1	61,667	63,517	65,422	67,385
5.2	63,381	65,282	67,241	69,258
5.3	65,093	67,046	69,057	71,129
5.4	66,806	68,810	70,875	73,001

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5.5	68,519	70,575	72,692	74,873
Level 6				
6.1	68,519	70,575	72,692	74,873
6.2	70,232	72,339	74,510	76,745
6.3	71,945	74,103	76,326	78,616
6.4	73,659	75,868	78,145	80,489
6.5	75,371	77,632	79,961	82,360

D.1.2 Annual rates of pay (48/52)

The following rates of pay apply to Classroom Support Services, Curriculum/Resources Services or Nursing services General Staff Members who were employed as at 1 July 2010, who are generally not required to attend during Non-term weeks of the School Year. Such positions include but are not limited to Classroom Assistants, Educational Support Assistants, Library Technicians, Laboratory Technicians, and School Nurses. The rates of pay apply from the first pay period commencing on or after 1 January of each year. Should enrolment levels be maintained as defined in clause 12.1 a cumulative increment of 0.167% annually from 2015 onwards will be applied in addition to the salary increases prescribed below.

Classification Level	2014	2015	2016	2017
	\$	\$	\$	\$
Level 1				
1.1	35,841	36,916	38,023	39,164
1.2	36,894	38,001	39,141	40,315
1.3	37,949	39,088	40,260	41,468
Level 2				
2.1	38,477	39,631	40,820	42,045
2.2	39,530	40,716	41,938	43,196
2.3	41,111	42,344	43,615	44,923
2.4	42,692	43,973	45,292	46,651
2.5	44,273	45,601	46,969	48,378
Level 3				
3.1	44,273	45,601	46,969	48,378
3.2	45,855	47,231	48,648	50,107
3.3	47,436	48,859	50,325	51,835
3.4	49,017	50,487	52,002	53,562
3.5	50,598	52,116	53,679	55,290
Level 4				
4.1	50,598	52,116	53,679	55,290

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4.2	52,180	53,745	55,358	57,018
4.3	53,761	55,374	57,035	58,746
4.4	55,343	57,003	58,713	60,475
4.5	56,924	58,632	60,391	62,202
Level 5				
5.1	56,648	58,347	60,098	61,901
5.2	58,505	60,260	62,068	63,930
5.3	60,086	61,888	63,745	65,657
5.4	61,667	63,517	65,422	67,385
5.5	63,248	65,145	67,099	69,112
Level 6				
6.1	63,248	65,145	67,099	69,112
6.2	64,829	66,773	68,777	70,840
6.3	66,411	68,403	70,455	72,569
6.4	67,992	70,031	72,132	74,296
6.5	69,573	71,660	73,810	76,024

- (a) The above rates of pay are calculated on the basis of 48/52 of the rates of pay contained in clause D.1.1.
- (b) The periods of Non-term Weeks for a General Staff Member in receipt of the above rates of pay are deemed to include five weeks' annual leave.
- (c) A General Staff Member who is employed for part only of a School Year will be paid a pro rata entitlement calculated on the basis of one third of the number of weeks the General Staff Member has worked (excluding Non-term Weeks) at the rate of pay applicable at the time leave is taken or employment is terminated.

D.1.3 Sessional Music Teachers hourly rates of pay

Woodleigh School will not pay less than the VMTA hourly rates of pay.

D.1.4 Incremental progression

- (a) A General Staff Member who commenced employment prior to 1 July will be eligible for movement to the next highest pay point within the classification level on 1 January of the following year. The Principal may, in some circumstances, agree to alternative arrangements for a General Staff Member who commences on or after 1 July.
- (b) Movement to the next pay point within a classification level will occur every 12 months unless performance has not been satisfactory.

D.1.5 Junior General Staff Members

A Junior General Staff Member 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

Schedule E — General Staff Allowances

E.1 Camp allowance

E.1.1 A General Staff Member who has been approved by the Head of Campus to supervise students overnight on a co-curricular outdoor education program or a Junior Campus year level camp will receive an allowance of \$65 per night for the first four consecutive nights. A rate of \$85 per night applies for camps of five or more nights.

E.1.2 This allowance applies to overnight excursions and learning camps as approved by the Principal, including interstate and overseas trips, but does not apply where a General Staff Member voluntarily stays overnight at a camp and is not required in the staffing ratio.

E.1.3 These allowances are payable from 1 January 2014 and apply for the duration of this Agreement.

E.2 First aid allowance

E.2.1 Application

A General Staff Member who is designated by Woodleigh School to perform first aid duty, including the dispensing of medication to students in accordance with medication plans, and who holds a current recognised first aid qualification, will be paid an allowance of:

- (a)** 1.65% of the standard rate per annum; or
- (b)** 1/240th of the allowance in clause E.2.1(a), if designated on a per day basis.

E.2.2 Excluded General Staff Members

This allowance does not apply to:

- (a)** a Nurse;
- (b)** a General Staff Member employed exclusively as a First Aid Officer; or
- (c)** a General Staff Member whose appointment to the position of First Aid Officer has been taken into account in classifying their position.

E.3 Meal allowance

Where Woodleigh School requires a General Staff Member to undertake more than two hours' overtime after the completion of a full day of work (defined as not less than 7.6 hours), Woodleigh School will provide a meal to the General Staff Member. The exceptions to this are:

- (a)** if a General Staff Member could reasonably return home for a meal; or
- (b)** if it is not possible to provide a meal, Woodleigh School will pay a meal allowance of \$15.00 to the General Staff Member.

E.4 On call and recall allowance

E.4.1 On call allowance

An on call allowance will be paid to a General Staff Member who is required by Woodleigh School to hold themselves available to be recalled to work. The General Staff Member will be paid an allowance equal to one ordinary hour's pay for each period of up to 24 hours that the General Staff Member is required to be on call.

E.4.2 Recall allowance

A General Staff Member recalled to duty at the workplace will be paid a minimum of two hours at the appropriate overtime rate where that duty is not continuous with their ordinary hours of duty.

E.4.3 Exceptions

The on call and recall allowances do not apply to a General Staff Member in receipt of a camp allowance pursuant to clause E.1.

E.5 Tool allowance

Where Woodleigh School does not provide all tools necessary for a Tradesperson to perform their work, a Tradesperson will be paid a minimum of \$14.69 per week (except for a Carpenter or Joiner who must be paid \$27.81 per week) extra for supplying and maintaining tools ordinarily required in the performance of their work as a Tradesperson.

A Staff Member who, as at 1 November 2010, is in receipt of a tool allowance in excess of that prescribed by this clause, will maintain entitlement to the higher allowance.

E.6 Uniform/protective clothing allowance

E.6.1 Where Woodleigh School requires a General Staff Member to wear a uniform or protective clothing, which includes clothing and/or footwear, during the performance of the General Staff Member's duties, Woodleigh School will:

- (a)** provide the uniform or protective clothing, which includes the maintenance and laundering of the items; or
- (b)** provide a uniform or protective clothing allowance of \$1.20 per day up to a maximum of \$6.00 per week and a laundry allowance of \$0.30 per day up to a maximum of \$1.50 per week; or
- (c)** reimburse the General Staff Member for the purchase price of the uniform or protective clothing and provide a laundry allowance of \$0.30 per day up to a maximum of \$1.50 per week, if Woodleigh School does not launder the items.

(Woodleigh School Agreement 2014-2017)

E.6.2 Where a General Staff Member is required to work in the rain they will be supplied with adequate rainproof clothing.

E.7 Vehicle allowance

E.7.1 A General Staff Member required by Woodleigh School to use the General Staff Member's motor vehicle in the performance of the General Staff Member's duties must be reimbursed on a per kilometre basis in accordance with the guidelines issued by the Australian Taxation Office.

E.7.2 Where Woodleigh School provides a motor vehicle which is used by a General Staff Member in the performance of the General Staff Member's duties Woodleigh School must pay all expenses, including registration, running and maintenance costs.

Schedule F— General Staff Classifications

F.1 Definitions

F.1.1 Definition 1: Supervision

Close supervision: clear and detailed instructions are provided. Tasks are covered by standard procedures. Deviations from procedures or unfamiliar situations are referred to higher levels. Work is regularly checked.

Routine supervision: direction is provided on the tasks to be undertaken with some latitude to rearrange sequences and discriminate between established methods. Guidance on the approach to standard circumstances is provided in procedures, guidance on the approach to non-standard circumstances is provided by a Supervisor. Checking is selective rather than constant.

General direction: direction is provided on the assignments to be undertaken, with the Staff Member determining the appropriate use of established methods, tasks and sequences. There is some scope to determine an approach in the absence of established procedures or detailed instructions, but guidance is readily available. When performance is checked, it is on assignment completion.

Broad direction: direction is provided in terms of objectives which may require the planning of staff, time and material resources for their completion. Limited detailed guidance will be available and the development or modification of procedures by the Staff Member may be required. Performance will be measured against objectives.

F.1.2 Definition 2: Qualifications

Qualifications are as per the Australian Qualifications Framework. Qualifications obtained prior to the implementation of the Australian Qualifications Framework continue to be recognized, as do equivalent Qualifications obtained overseas.

F.1.3 Definition 3: Classification dimensions

(a) Competency

The skill, complexity and responsibility of tasks typically required at each classification level.

(b) Judgment, independence and problem solving

Judgment is the ability to make sound decisions, recognising the consequences of decisions taken or actions performed. Independence is the extent to which a Staff Member is able (or allowed) to work effectively without supervision or direction. Problem solving is the process of defining or selecting the appropriate course of action where alternative courses of actions are available. This dimension looks at how much of each of these three qualities applies at each classification level.

(c) Level of supervision

This dimension covers both the way in which Staff Members are supervised or managed and the role of Staff Members in supervising or managing others.

(d) Training level or qualifications

The type and duration of training which the duties of the classification level typically require for effective performance. Training is the process of acquiring skills and knowledge through formal education, on-the-job instruction or exposure to procedures.

(e) Occupational equivalent

Examples of occupations typically falling within each classification level are provided.

(f) Typical activities

Examples of activities typically undertaken by Staff Members in different roles at each of the classification levels.

F.2 Classifications

F.2.1 Level 1

A Staff Member at this level will learn and gain competency in the basic skills required by Woodleigh School. In the event that the increased skills/competency are required and utilised by Woodleigh School, classification to a higher level within the structure may be possible.

(a) Competency

Competency involves application of knowledge and skills to a limited range of tasks and roles. There is a specific range of contexts where the choice of actions is clear. The competencies are normally used within established routines, methods and procedures that are predictable. Judgments against established criteria may also be required.

(b) Judgment, independence and problem solving

The Staff Member follows standard procedures in a predefined order. The Staff Member resolves problems where alternatives for the Staff Member are limited and the required action is clear or can be readily referred to a more senior Staff Member.

(c) Level of supervision

Close supervision or, in the case of more experienced Staff Members working alone, routine supervision.

(d) Training level or qualifications

A Staff Member is not required to have formal qualifications or work experience upon engagement. A Staff Member will be provided with on-the-job training which will provide information about, and/or an introduction to, the conditions of employment, the school, the school's policies and procedures in relation to the work environment and the Staff Members with whom the Staff Member will be working.

(e) Typical activities

(i) Classroom support services

- Providing general assistance of a supportive nature to Teachers, as directed
- Assisting student learning, either individually or in groups, under the direct supervision of a higher level General Staff Member or a Teacher
- Assisting with the collection, preparation and distribution of classroom materials
- Assisting with clerical duties associated with normal classroom activities, e.g. student records, equipment records, etc.
- Assisting Teachers with the care of students on school excursions, sports days and other classroom activities
- **Occupational equivalent:** Teacher Aide/Assistant, Educational Support Assistants

(ii) Preschool/childcare services

- Learning and implementing the policies, procedures and routines and the requisite basic skills
- Learning how to establish relationships and interacting with children
- Attending to the physical, social and emotional needs of children on an individual or group basis
- Assisting in the development of good relations with families attending the facility
- Performing basic duties, including food preparation, cleaning or gardening
- **Occupational equivalent:** Childcare Assistant, Outside School Hours Assistant, Preschool Assistant, Kindergarten Assistant

(iii) School administration services

- Performing a range of general clerical duties at a basic level, for example, filing, handling mail, maintaining records, data entry
- Operating routine office equipment, such as a computer, photocopier, scanner, facsimile, binding machine, guillotine, franking machine, calculator, etc.
- Performing a reception function, including providing information and making referrals in accordance with school procedures
- Carrying out minor cash transactions including receipting, balancing and banking

(Woodleigh School Agreement 2014-2017)

- Monitoring and maintaining stock levels of stationery/materials within established parameters, including reordering
- **Occupational equivalent:** Clerical Assistant, Data Entry Operator, Front Desk/Reception Assistant

(iv) **School operational services**

- Performing general labouring tasks
- Performing general gardening tasks, including preparing grounds and undertaking planting
- Performing horticultural duties in areas such as sports playing fields, garden maintenance and foliage control
- Performing basic gardening and outdoor maintenance
- Performing basic maintenance
- Performing a range of industrial cleaning tasks
- Moving furniture and equipment
- Assisting in a school retail facility, such as a canteen, uniform shop or book shop
- Assisting trades personnel with manual duties
- Taking general care of school vehicles, including driving buses for less than 25 passengers
- Undertaking elementary food preparation and cooking duties, cleaning and tidying the kitchen and its equipment
- Performing gardening duties such as the planting and trimming of trees, sowing, planting and cutting of grass and the watering of plants, gardens, trees, lawns and displays
- Removing cuttings, raking leaves, cleaning/emptying litter bins, cleaning gutters/drains/culverts
- Performing routine maintenance of turf, synthetic, artificial and other play surfaces
- Performing non-trade tasks incidental to the Staff Member's work
- Performing general laundry duties
- Performing minor repairs to linen or clothing such as buttons, zips, seams and working with flat materials
- Cleaning, dusting and polishing in classrooms or other public areas of the school
- Making and/or serving morning/afternoon tea, including washing up and other duties in connection with such work other than meals/refreshments in the school's main dining area
- **Occupational equivalent:** Cleaner, Kitchen Assistant, Laundry Assistant, Grounds/Maintenance Assistant, Retail Assistant, Bus Driver, Handyperson, Attendant, Trades Assistant

F.2.2 Level 2

A Staff Member at this level performs work above and beyond the skills of a Staff Member at Level 1.

(a) Competency

Competency at this level involves application of knowledge and skills to a range of tasks and roles. There is a defined range of contexts where the choice of actions required is clear. There is limited complexity of choice of actions required. On occasion, more complex tasks may be performed.

(b) Judgment, independence and problem solving

- (i) Applies generally accepted concepts, principles and standards in well-defined areas. Solves relatively simple problems with reference to established techniques and practices. Will sometimes choose between a range of straightforward alternatives.
- (ii) A Staff Member at this level will be expected to perform a combination of various routine tasks where the daily work routine will allow the latitude to rearrange some work sequences, provided the prearranged work priorities are achieved.

(c) Level of supervision

Routine supervision of straightforward tasks; close supervision of more complex tasks. Where Staff Members are working alone, less direct guidance and some autonomy may be involved.

(d) Training level or qualifications

Level 2 duties typically require:

- (i) a skill level which assumes and requires knowledge, training or experience relevant to the duties to be performed;
- (ii) completion of Year 12 without work experience;
- (iii) completion of Certificates I or II with work related experience; or
- (iv) an equivalent combination of experience and training.

(e) Typical activities

(i) Classroom support services

- Providing assistance with the educational program where limited discretion and judgment and/or specific skills are involved
- **Occupational equivalent:** Teacher Aide/Assistant, Educational Support Assistant

(ii) Curriculum/resources services

- Performing a range of basic library transactions, including processing, cataloguing and accessioning books, stocktaking, preparing display materials, using circulation systems, general photocopying and related clerical tasks

(Woodleigh School Agreement 2014-2017)

- Maintaining, controlling, operating and demonstrating the use of audio-visual equipment, where there is limited complexity, including assisting with audio and video recording
- Maintaining booking and repair/replacement systems for equipment
- Maintaining catalogues of recorded programs in accordance with established routines, methods and procedures
- Maintaining equipment and materials
- Caring for fauna and flora
- Preparing teaching aids under direction
- Preparing standard solutions and less complex experiments
- Assisting students and Teachers to use the catalogue and/or locate books and resource materials
- Explaining the function and use of library and library equipment to students
- Under direction, assisting teaching staff to take story groups
- Searching and identifying fairly complex bibliographic material organising inter-library loans
- Answering ready references inquiries
- Operating a wide range of audio-visual or computer equipment
- Demonstrating and explaining the operation of audio-visual, computer and other similar equipment
- Providing technical support to Teachers
- Recording materials by means of sound and photographic equipment, etc.
- Evaluating and making recommendations for the purchase of technical or computer equipment
- Implementing measures for proper storage control and handling or disposal of dangerous or toxic substances
- Culturing, preparing for use and being responsible to the relevant manager for the security of bacterial, viral or other like substances
- Ordering supplies and materials
- Within a defined range of contexts, where the choice of actions is clear, maintaining scientific equipment, materials and specimens
- Assisting with the design/demonstration of experiments and scientific equipment, as directed
- **Occupational equivalent:** Library Assistant, Laboratory Assistant, Technology Centre Assistant

(iii) Preschool/childcare services

- Assisting in the implementation of the children's program under supervision
- Assisting in the implementation of daily care routines
- Developing awareness of, and assisting in the maintenance of, the health and safety of children in care
- Understanding and working according to the policies and procedures associated with the children's program
- Responsibility for food preparation, cleaning, gardening or general maintenance under the guidance of the director or the director's nominee

(Woodleigh School Agreement 2014-2017)

- Demonstrating knowledge of hygienic handling of food and equipment

- **Occupational equivalent:** Childcare Assistant

(iv) Wellbeing services

- Providing first aid services, as the designated first aid officer in the school

- **Occupational equivalent:** First Aid Officer

(v) School administration service

- Performing duties involving the inward and outward movement of mail, keeping, copying, maintaining and retrieving records, straightforward data entry and retrieval

- **Occupational equivalent:** Clerical Assistant

(vi) School operational services

- Performing non-cooking duties in the kitchen including the assembly, preparation and measurement of food items
- Undertaking general gardening tasks including the preparation and planting procedures
- Laundry duties requiring the application of limited discretion
- Operating, maintaining and adjusting turf machinery under general supervision
- Applying fertilizers, fungicides, herbicides and insecticides under general supervision
- Performing a range of patrol duties, including responding to alarms, following emergency procedures and preparing incident reports
- Driving a bus with a carrying capacity of 25 or more passengers

- **Occupational equivalent:** Non-Trade Qualified Cook, Gardener, Kitchen Assistant, Security Officer, School Bus Driver

F.2.3 Level 3

A Staff Member at this level performs work above and beyond the skills of a Staff Member at Level 2.

(a) Competency

Competency at this level involves application of knowledge with depth in some areas and a broad range of skills. There are a range of roles and tasks in a variety of contexts. There is some complexity in the extent and choice of actions required. Competencies are normally used within routines, methods and procedures. Some discretion and judgment is involved in the selection of equipment, work organisation, services, actions and achieving outcomes within time constraints.

(b) Judgment, independence and problem solving

Exercise judgment on work methods and task sequence within specified timelines and standard practices and procedures. Answers are usually found by selecting from specific choices defined in standard work policies or procedures.

(c) Level of supervision

In some positions, routine supervision, moving to general direction with experience. In other positions, general direction. This is the first level where supervision of other Staff Members may be required. When Staff Members are working alone, they may work semi-autonomously.

(d) Training level or qualifications

Level 3 duties typically require a skill level which assumes and requires knowledge or training in clerical/administrative, trades or technical functions equivalent to:

- (i) completion of a Trades Certificate or Certificate III;
- (ii) completion of Year 12 or a Certificate II, with relevant work experience; or
- (iii) an equivalent combination of relevant experience and/or education/training.

Persons advancing through this level may typically perform duties which require further on-the-job training or knowledge and training equivalent to progress toward completion of a Certificate IV or Diploma.

(e) Typical activities

(i) Classroom support services

- Undertaking some responsibility for other Staff Members in the work area
- Providing assistance or guidance to other Staff Members in the work area
- Liaising between the school, the student and the student's family where some discretion and judgment are involved
- Assisting student learning, where some discretion and judgment is involved, including evaluation and assessment, under the supervision of a Teacher, of the learning needs of students
- **Occupational equivalent:** Student Services Co-ordinator

(ii) Curriculum/resources services

- Undertaking some responsibility for other Staff Members in the work area
- Providing assistance or guidance to other Staff Members in the work area

(Woodleigh School Agreement 2014-2017)

- Providing technical assistance in the operation of a library, laboratory, or technology centre, where some discretion and judgment are involved
- Preparing descriptive cataloguing for library materials
- Supervising the operation of circulation systems
- Answering reference and information inquiries, other than ready reference
- Assisting in evaluating and selecting equipment and supplies
- Providing guidance in the use of information systems
- Producing resource materials, e.g. multi-media kits, video and film clips
- Teaching audio-visual, computer and other technical skills to students and Teachers
- Searching and verifying bibliographical data where some judgment and discretion are involved
- Producing, displaying and/or publicising materials
- Assisting students and Staff Members to access information and to use equipment in a library, laboratory or a technology centre where some discretion and judgment are involved
- Assisting with supervision of students in the library where some discretion and judgment are involved
- Providing technical assistance and advice, as requested
- Assisting with the planning and organisation of a laboratory or technology centre and field work
- Testing of experiments and demonstrating experiments (with Teachers)
- **Occupational equivalent:** Library Technician, Laboratory Technician, Technology Centre Technician

(iii) Preschool/childcare services

- Assisting in the preparation, implementation and evaluation of developmentally appropriate programs for individual children or groups
- Responsibility for recording observations of individual children or groups for program planning purposes for qualified Staff Members
- Working with individual children with particular needs, under direction
- Assisting in the direction of untrained Staff Members
- Undertaking and implementing the requirements of quality assurance
- Working in accordance with food safety regulations
- **Occupational equivalent:** Childcare Assistant

(iv) School administration services

- Undertaking a wide range of secretarial and clerical duties at an advanced level, including typing, word processing, maintaining email and computerised records and shorthand
- Managing enquiries from students, parents, Staff Members and the general public

(Woodleigh School Agreement 2014-2017)

- Entering financial data into computers and preparing financial and management reports for review and authorisation
- Preparing and processing payroll within routines, methods and procedures
- Undertaking bank and ledger reconciliations
- Assisting with preparation of internal and external publications
- Providing administrative support to senior management, including arranging appointments, diaries and preparing both confidential and general correspondence
- Preparing government and statutory authority returns for authorisation
- **Occupational equivalent:** Administration Assistant, Office Supervisor, Accounts Clerk, School Secretary (small school)

(v) **School operational services**

- Performing general maintenance work which includes the use of trade accredited skills in areas such as carpentry, plumbing or electrical services
- Control and responsibility for the maintenance of gardens, sports grounds and/or facilities which includes the use of accredited trade skills in areas such as horticulture, gardening or in the maintenance of sports grounds
- Responsibility for operating the school canteen, uniform shop or book shop, including supervision of Staff Members and volunteers
- Cooking duties including a la carte cooking, baking, pastry cooking or butchery
- Responsibility for operating, maintaining and adjusting turf machinery, as appropriate
- Cleaning and inspecting machinery after each use, reporting any problems to the appropriate manager
- In trades positions, applying the skills taught in a trades certificate or Certificate III, including performance of a range of construction, maintenance and repair tasks, using precision hand and power tools and equipment. In some cases this will involve familiarity with the work of other trades or require further training.
- Performing a range of security duties, including patrols, alarm responses, emergency procedures and preparing incident reports
- Responsibility for the security and basic maintenance of school property
- **Occupational equivalent:** Tradesperson, Retail Function Co-ordinator, Security Officer, Caretaker

F.2.4 Level 4

A Staff Member at this level performs work above and beyond the skills of a Staff Member at Level 3.

(a) Competency

Competency at this level involves the application of knowledge with depth in some areas and a broad range of skills. There is a wide variety of tasks and roles in a variety of contexts. There is complexity in the ranges and choice of actions required. Some tasks may require limited creative, planning or design functions. Competencies are normally used within a variety of routines, methods and procedures. Discretion and judgment are required for self and/or others in planning, selection of equipment, work organisation, services, actions and achieving outcomes within time constraints.

(b) Judgment, independence and problem solving

Independent judgment is required to identify, select and apply the most appropriate available guidelines and procedures, interpret precedents and adapt standard methods or practices to meet variations in facts and/or conditions. The Staff Member may apply extensive diagnostic skills, theoretical knowledge and techniques to a range of procedures and tasks, proficiency in the work area's rules and regulations, procedures requiring expertise in a specialist area or broad knowledge of a range of personnel and functions.

(c) Level of supervision

Supervision is generally present to establish general objectives relative to a specific project, to outline the desired end product and to identify potential resources for assistance. Some positions will require routine supervision to general direction depending upon experience and the complexity of the tasks. Some positions will require general direction. May supervise or co-ordinate others to achieve objectives, including liaison with Staff Members at higher levels. May undertake stand-alone work.

(d) Training level or qualifications

Level 4 duties typically require a skill level which assumes and requires knowledge or training equivalent to:

- (i)** completion of a Diploma level qualification with relevant work related experience;
- (ii)** completion of a Certificate IV with relevant work experience;
- (iii)** completion of a Post-Trades Certificate and extensive relevant experience and on-the-job training;
- (iv)** completion of a Certificate III with extensive relevant work experience; or
- (v)** an equivalent combination of relevant experience and/or education/training.

(e) Typical activities

(i) Curriculum/resources services

- Demonstrating and instructing students and Staff Members with respect to the use of complex audio-visual or computer equipment, using a variety of routines, methods and procedures, with a depth of knowledge in the requisite areas
- Designing and demonstrating experiments within a variety of routines, methods and experiences under supervision of Teachers where discretion and judgment are required
- In charge of an identifiable functional unit, which ordinarily will involve the supervision of staff
- Liaising with Teachers on curriculum matters
- Assisting Careers Advisor/Counsellor
- **Occupational equivalent:** Senior Technician in a Library, Laboratory or Technology Centre, Careers Placement Officer

(ii) Preschool/childcare services

- Exercises similar responsibilities as a grade 3 but a Staff Member at this level has a Diploma in Children's Services.
- **Occupational equivalent:** Childcare Assistant

(iii) Wellbeing services

- Providing support and guidance to students
- Providing welfare services to students
- **Occupational equivalent:** Youth Welfare Officer

(iv) School administration services

- Responsibility for the smooth and efficient financial administration of a small school
- Responsibility for both secretarial and financial administration of a school office in a small school
- Using computer software packages, including desktop publishing, database and/or web software, at an advanced level
- Planning and setting up spreadsheets and database applications
- Initiating and handling correspondence, which may include confidential correspondence
- Calculating and maintaining wage and salary records for a large payroll utilising a variety of routines, methods and procedures
- Applying inventory and purchasing control procedures
- Preparing monthly summaries of debtors and creditors ledger transactions with reconciliations
- Controlling the purchasing and storage for a discrete function
- Supervising and maintaining hardware and software components of a computer network, with appropriate support for users
- Preparing complex financial and administrative systems

(Woodleigh School Agreement 2014-2017)

- Undertaking responsibility for the co-ordination and ongoing management of fundraising activities or special projects where an advanced level of clerical and administrative skill is required
- **Occupational equivalent:** Senior Administration Assistant, Office Supervisor, Finance Officer, School Registrar, School Secretary (large school), Principal's Secretary, School Development Officer

(v) School operational services

- Performing specialised cooking, butchery, baking pastry and the supervision of the operation
- Responsibility for planning, scheduling and supervising of all aspects of gardening maintenance
- Deputising for the manager if absent, including undertaking all duties
- In trades positions, working on complex engineering or interconnected electrical circuits and/or exercising high precision trades skills using various materials and/or specialised techniques
- **Occupational equivalent:** Advanced Tradesperson, Head Groundsperson (medium or large school)

F.2.5 Level 5

A Staff Member at this level performs work above and beyond the skills of a Staff Member at Level 4.

(a) Competency

Competency at this level involves self-directed application of knowledge with substantial depth in some areas. A range of technical and other skills are applied to roles and functions in both varied and highly specific contexts. Competencies are normally used independently and both routinely and non-routinely. Discretion and judgment are required in planning and selecting appropriate equipment, service techniques and work organisation for self and/or others.

(b) Judgment, independence and problem solving

Problem solving involves the identification and analysis of diverse problems. Solve problems through the standard application of theoretical principles and techniques at degree level. Apply standard technical training and experience to solve problems. Apply expertise to the making of decisions. Being responsible for co-ordinating a team to provide an administrative service.

(c) Level of supervision

Routine supervision to general direction, depending on tasks involved and experience. May supervise other staff at levels below Level 5.

(d) Training level or qualifications

Level 5 duties typically require a skill level which assumes and requires knowledge or training equivalent to:

- (i) completion of a Degree without subsequent relevant work experience;
- (ii) completion of an Advanced Diploma qualification and at least one year's subsequent relevant work experience;
- (iii) completion of a Diploma qualification and at least two years' subsequent relevant work experience;
- (iv) completion of a Certificate IV and extensive relevant work experience;
- (v) completion of a Post-Trades Certificate and extensive (typically more than two years') relevant experience as a technician; or
- (vi) an equivalent combination of relevant experience and/or education/training.

(e) Typical activities

(i) Curriculum/resources services

- Providing specialist technical advice, direction and assistance in the Staff Member's area of expertise using the application of knowledge gained through formal study/qualifications applicable to this level
- **Occupational equivalent:** Professional Assistant

(ii) Preschool/childcare services

- Responsibility, in consultation with the director or the director's nominee, for the preparation, implementation and evaluation of a developmentally appropriate program for individual children or groups of children in care
- Responsibility for the direction and general supervision of lower level Staff Members
- Ensuring a safe environment is maintained for children and Staff Members
- Ensuring that records are maintained accurately for each child in the Staff Member's care
- Developing, implementing and evaluating daily care routines
- Ensuring adherence to the policies and procedures
- Liaising with families
- **Occupational equivalent:** Childcare Assistant

(iii) School administration services

- Applying theoretical knowledge, at Degree level, in a straightforward way, in professional positions

(Woodleigh School Agreement 2014-2017)

- Providing designated support to Senior Management and associated committees concerning designated aspects of school management
- Overseeing the operations of the school's office and other administrative activities
- Ensuring deadlines and targets are met
- Preparing the accounts of the school to operating statement stage and assisting in the formulating of period and year end entries
- Performing information technology tasks requiring professional qualifications involving analysis, design or computation and drawing upon advanced techniques and methods
- **Occupational equivalent:** Human Resources Officer, Office Supervisor (large school), School Development Officer

(iv) School operational services

- Managing a range of functions
- **Occupational equivalent:** Assistant Property Manager (large school), Property Manager (medium school)

F.2.6 Level 6

A Staff Member at this level performs work above and beyond the skills of a Staff Member at Level 5.

(a) Competency

- (i) Competency at this level involves the development and application of professional knowledge in a specialised area/s and utilising a broad range of skills. Competencies are normally applied independently and are substantially non-routine.
- (ii) Competency at this level involves the delivery of professional services within defined accountability levels. Staff Members may operate individually or as a member of a team.
- (iii) Significant discretion and judgment is required in planning, designing professional, technical or supervisory functions related to services, operations or processes.
- (iv) Staff Members are expected to plan their own professional development and such increased knowledge, relevant to the position held, will be applied to the work situation.
- (v) Perform work assignments guided by policy, precedent, professional standards and managerial or technical expertise. Staff Members would have the latitude to develop or redefine procedure and interpret policy so long as other work areas are not affected. In technical and administrative areas, have a depth or breadth of expertise developed through extensive relevant experience and application.

(b) Judgment, independence and problem solving

Discretion to: innovate within own function and take responsibility for outcomes; design, develop and test complex equipment, systems and procedures; undertake planning involving resources use and develop proposals for resource allocation; exercise high level diagnostic skills on sophisticated equipment or systems; and/or analyse and report on data and experiments.

(c) Level of supervision

In some positions, general direction is appropriate. In other positions, broad direction would apply. May have extensive supervisory and line management responsibility for general Staff Members. Supervision is present to review established objectives.

(d) Training level or qualifications

Level 6 duties typically require a skill level which assumes and requires knowledge or training equivalent to:

- (i) a Degree with subsequent relevant experience;
- (ii) extensive experience and specialist expertise or broad knowledge in technical or administrative fields; or
- (iii) an equivalent combination of relevant experience and/or education/training.

(e) Typical activities

(i) Preschool/childcare services

- **Occupational equivalent:** operating as the Assistant Director:
- Responsibility for co-ordinating and directing the activities of Staff Members, including the Staff Members engaged in the implementation and evaluation of developmentally appropriate programs
- Contributing, through the Director, to the development of the facility or policies and procedures
- Co-ordinating operations, including occupational health and safety, program planning, staff training
- Taking responsibility for the day-to-day management of the facility in the temporary absence of the Director and for management and compliance with all licensing and all statutory and quality assurance issues

- **Occupational equivalent:** operating as the Co-ordinator:
- Undertaking additional responsibilities, including Co-ordinating the activities of more than one group, supervising Staff Members, trainees and students on placement and assisting in administrative functions

(ii) Wellbeing services

- Performing guidance and counselling, within defined accountabilities
- Providing specialist health services and/or therapy services to students
- **Occupational equivalent:** Psychologist, Speech Therapist, Occupational Therapist

(iii) Nursing services

- Providing primary nursing care with its associated administrative responsibilities
- **Occupational equivalent:** School Nurse

(iv) School administration services

- Operating and being responsible for a structurally and/or operationally defined section
- Providing professional advice to students and Staff Members on the Staff Member's area of expertise
- Responsibility for professional development of other Staff Members
- Contributing to operational and strategic planning in the area of responsibility
- **Occupational equivalent:** Public Relations Manager/Director, School Development Manager

(v) School operational services

- Managing a range of functions
- **Occupational equivalent:** Property Manager

(vi) Instructional services

- Supervising other coaching staff and managing sporting facilities
- **Occupational equivalent:** Director of Sport