



Woodleigh School Agreement 2022-2024

Your IEU-negotiated Agreement
covering your pay and conditions



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DECISION

Fair Work Act 2009
s. 185—Enterprise agreement

Woodleigh School
(AG2022/366)

WOODLEIGH SCHOOL AGREEMENT 2022-24

Educational services

COMMISSIONER MIRABELLA

MELBOURNE, 17 MARCH 2022

Application for approval of the Woodleigh School Agreement 2022-24.

[1] Woodleigh School (the Employer) has made an application for approval of an enterprise agreement known as the *Woodleigh School Agreement 2022-24* (the Agreement) pursuant to s. 185 of the *Fair Work Act 2009* (the Act). The Agreement is a single enterprise agreement.

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

[3] Subject to the undertakings referred to above, and on the basis of the material contained in the application and accompanying declaration, I am satisfied that each of the requirements of sections 186, 187, 188 and 190, as are relevant to this application for approval, have been met.

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

[5] The Agreement was approved on 17 March 2022 and, in accordance with s. 54, will operate from 24 March 2022. The nominal expiry date of the Agreement is 17 March 2025.



COMMISSIONER

[2022] FWCA 920

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Annexure A

IN THE FAIR WORK COMMISSION

FWC Matter No.:
AG2022/366

Applicant: Woodleigh School
485 Golf Links Road
Langwarrin South VIC 3911

Section 185 – Application for approval of a single enterprise agreement

Undertaking – Section 190

I, David Baker, Principal have the authority given to me by Woodleigh School to give the following undertakings with respect to the Woodleigh School Agreement 2022-2024 ("the Agreement"):

1. In addition to the requirements set out in clause 46.3(d) of the Agreement, at the time of engagement the employer and the part-time general staff employee will agree in writing on a regular pattern of work specifying the hours worked each day, which days of the week the employee will work, and the actual starting and finishing times each day.
2. A casual general staff employee who is required to work overtime, will be paid the applicable overtime rate as per clause 56.1(a) of the Agreement and the casual loading of 25%.
3. No general staff employee is required to work in conditions that would entitle the employee to the tool, uniform or laundry allowance under the *Educational Services (Schools) General Staff Award 2020*.

These undertakings are provided on the basis of issues raised by the Fair Work Commission in the application before the Fair Work Commission.



Signature

07/03/22
Date

Woodleigh School Agreement 2022-2024

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Part 1— Application and Operation

1. Title

This Agreement is to be known as the Woodleigh School Agreement 2022-24 (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 (FWC).
- 2.2 The nominal expiry date of the Agreement is three years from the date of approval by the FWC.

3. Definitions and interpretation

Award	means the <i>Educational Services (Teachers) Award 2020</i> and/or the <i>Educational Services (Schools) General Staff Award 2020</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, except for the purposes of long service leave (as applicable): <ul style="list-style-type: none"> • any period of employment on a casual or sessional basis, and • any period of unpaid leave whether approved or otherwise, except at the discretion of Woodleigh School,

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Curriculum/resources services	means a General Staff Member whose principal duties are to support the operation of curriculum-related services, such as those provided by a library, laboratory or a technology centre
Face-to-Face Teaching Time	means regular rostered teaching sessions in a documented Teaching & Learning program approved by the Employer, for which the teacher has primary responsibility for educational delivery and includes sessions of direct student instruction rostered or required by the Employer for curricular and pastoral functions involving student supervision, student counselling and consultation. For avoidance of doubt this includes but is not limited to, for Junior Campus teachers, classroom teaching, pastoral care, and before school and meal pastoral supervision; for Senior Campus teachers classroom teaching, activities, homestead, and morning meetings
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 and employed in: <ul style="list-style-type: none"> • classroom support services • curriculum/resources services • nursing services • preschool/childcare services • school administration services • school operational services • sports administration services • wellbeing services or as a: <ul style="list-style-type: none"> • Music Tutor
IEU	Independent Education Union of Australia
Immediate family	of an Employee means: <ul style="list-style-type: none"> • a spouse (includes a former spouse), de facto partner, child, parent, grandparent, grandchild or sibling of the Employee; or a child, parent, grandparent, grandchild or sibling of a spouse or de facto partner of the Employee.

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LSL Act	means the <i>Long Service Leave Act 2018</i> (Vic) or its successor(s)
Music Tutor	means a General Staff Member engaged in accordance with Part 6, whose principal duties are to develop a framework for, and provide, instrumental music instruction within a structured learning environment.
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
Permission to Teach Teacher	means a person who is granted Permission to Teach by the Victorian Institute of Teaching pursuant to Division 4 of Part 2.6 of Chapter 2 of the <i>Education and Training Reform Act 2006</i> (Vic) 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 Woodleigh 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 their nominee
Registered Medical Practitioner	means a person who is qualified to practise medicine in Australia and who is registered with the Medical Board of Australia or its successor(s)
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

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	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
Sessional Staff Member	means a Music Tutor engaged on a sessional basis
Shut down period	means a period, or periods, of time where Woodleigh School is closed, or the area of Woodleigh School in which a General Staff Member ordinarily works is closed or reduced to a minimum staffing level
Sports administration services	means the provision and overall management of the sports services and sporting facilities
Staff Member	means a person, who is an employee, covered by this Agreement
Standard rate	means the annual salary applicable to Level 3.2 for a General Staff Member, or Level 4 for a Teacher
Teacher	means a person who holds Full or Provisional Registration or Permission to Teach, as granted by the Victorian Institute of Teaching pursuant to Chapter 2, Part 2.6, Division 3, 3A or 4 of the <i>Education and Training Reform Act 2006</i> (Vic) or 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, Deputy Principal (including Head(s) of Campus), by whatever name called
Term weeks	means the weeks in the School Year that students are required to attend school (including designated student-free days) 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</i> (Vic) 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 the employer, which is Woodleigh School [ABN 99 004 859 821]

4. Coverage

4.1 This Agreement covers:

- (a) Woodleigh School;
- (b) the Independent Education Union of Australia;
- (c) Teachers, as defined by clause 3 (Definitions and interpretation);
- (d) General Staff Members, as defined by clause 3 (Definitions and interpretation); and
- (e) the Director of Sport, however named.

4.2 This Agreement does not cover:

- (a) the Principal;
- (b) the Deputy Principal (including Head(s) of Campus), and the Director of Business and School Operations;
- (c) Staff Members employed solely as Sports Assistants or 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 Trainees and 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 cl.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.
- 7.2 This Agreement provides enterprise specific detail where it deals with a matter provided for in the NES.

8 Individual Flexibility Arrangement

- 8.1 Woodleigh School and an individual Staff Member covered by this agreement may agree to make an Individual Flexibility Arrangement (IFA) to vary the effect of terms of the Agreement if:
- (a) the IFA deals with the arrangements for when work is performed;
 - (b) The IFA meets the genuine needs of Woodleigh School and the Staff Member in relation to the matters in cl.8.1(a); and
 - (c) The IFA is genuinely agreed to by Woodleigh School and the Staff Member must have genuinely made the agreement without coercion or duress. An IFA under this clause can only be entered into after the Staff Member has commenced employment with Woodleigh School.
- 8.2 Woodleigh School must ensure that the terms of the IFA:
- (a) are about permitted matters under s.172 of the FW Act; and
 - (b) are not unlawful terms under s.194 of the FW Act; and
 - (c) result in the Staff Member being better off overall than the Staff Member would be if no IFA was made.
- 8.3 Woodleigh School must ensure that the IFA:
- (a) is in writing; and
 - (b) includes the name of Woodleigh School and the Staff Member; and
 - (c) is signed by Woodleigh School and the Staff Member and if the Staff Member is under 18 years of age, signed by a parent or guardian of the Staff Member; and
 - (d) includes details of:
 - (i) the terms of the Agreement that will be varied by the arrangement; and
 - (ii) how the arrangement will vary the effect of the terms; and

- (iii) how the Staff Member will be better off overall in relation to the terms and conditions of the Staff Member's employment as a result of the arrangement; and
 - (iv) state the day on which the arrangement commences.
 - 8.4** Woodleigh School must give the Staff Member a copy of the IFA within 14 days after it is agreed to.
 - 8.5** Woodleigh School and the Staff Member are entitled to a representative of their choice for the purposes of negotiating an IFA under this clause.
 - 8.6** 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.
 - 8.7** Except as provided in cl.4.1 the IFA must not require the approval or consent of a person other than Woodleigh School and the Staff Member.
 - 8.8** Woodleigh School or the Staff Member may terminate the IFA:
 - (a) by giving no more than 28 days notice of termination, in writing, to the other party; or
 - (b) if Woodleigh School and the Staff Member agree in writing – at any other time.
- Note: If any of the requirements of s.144(4), which are reflected in the requirements of this clause are not met, then the arrangement may be terminated by either the Employer or the Employee, giving written notice of not more than 28 days (see s.145 of the Act).*
- 8.9** 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 a Staff Member contained in any other term of this Agreement.

Part 2—Consultation and Dispute Resolution

9 Consultative Committee

Parties to the agreement are committed to continual, real and on-going consultation to maintain and identify further models for continuous improvement for the benefit of both the employees and employer. A Consultative Committee will be convened to facilitate communication between the employees and employer.

The Principal, on behalf of the Employer, shall consult with the Consultative Committee (the Committee) on matters such as on-going industrial issues, including but not limited to workload issues including, involvement in co-curricular activities, equity of workloads, levels of classroom support, other

duties and the implementation of the Agreement. The parties agree to consult and negotiate within a reasonable timeframe on Woodleigh School policies which concern workload issues including, involvement in co-curricular activities, equity of workloads, levels of classroom support and other duties; public holidays, leave and matters relating to the employment relationship.

9.1 The membership of the Committee will comprise:

- (a) a minimum of 2 members of the SLT, Human Resources Manager and a manager from the teaching or school support staff area; and
- (b) a minimum of 2 members of the Union, elected by the IEU sub-branch (where possible); and
- (c) a minimum of one teaching staff member from each campus elected by staff in those areas; and
- (d) a minimum of one school support staff member elected by staff in that area.

It is recognised that from time to time additional representation on behalf of the employer and staff or the IEU may be involved.

9.2 The Committee will establish its terms of reference, provided that:

- (a) The Committee will meet at least four (4) times a year with the Principal or the Principal's delegate. In addition, any member of the Committee or the Principal may request that a meeting be convened.
- (b) All parties shall have the right to put forward issues for the Agenda and that Agenda will be circulated three days prior to the meeting and distributed to all Staff Members. Meetings will take place within ordinary working hours.
- (c) Minutes of the Committee meetings will be recorded and distributed to all Staff Members.
- (d) The recommendations of the Committee will be carried forward to management, who will respond in writing within seven (7) working days.

10 Consultation about change

10.1 This clause applies if Woodleigh School:

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

Major workplace change

10.2 For a major change referred to in cl.10.1(a):

- (a) Woodleigh School must notify the relevant Staff Members of the decision to introduce the major change; and
- (b) cl.10.3 to 10.9 apply.

10.3 The relevant Staff Members may appoint a Nominated Representative for the purposes of the procedures in this term.

10.4 If:

- (a) a relevant Staff Member appoints, or relevant Staff Members appoint, a Nominated Representative for the purposes of consultation; and
- (b) the Staff Member or Staff Members advise Woodleigh School of the identity of the Nominated Representative;

Woodleigh School must recognise the Nominated Representative.

10.5 As soon as practicable after making its decision, Woodleigh School must:

- (a) discuss with the relevant Staff Members:
 - (i) the introduction of the change; and
 - (ii) the effect the change is likely to have on the Staff Members; and
 - (iii) measures Woodleigh School is taking to avert or mitigate the adverse effect of the change on the Staff Members; and
- (b) for the purposes of the discussion—provide, in writing, to the relevant Staff Members:
 - (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 Staff Members; and
 - (iii) any other matters likely to affect the Staff Members.

10.6 However, Woodleigh School is not required to disclose confidential or commercially sensitive information to the relevant Staff Members.

10.7 Woodleigh School must give prompt and genuine consideration to matters raised about the major change by the relevant Staff Members.

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 Woodleigh School, the requirements set out in cl.10.2(a) and cl.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 Staff Members* if it results in:

- (a) the termination of the employment of Staff Members; or
- (b) major change to the composition, operation or size of Woodleigh School's workforce or to the skills required of Staff Members; 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 Staff Members; or
- (f) the need to relocate Staff Members to another workplace; or
- (g) the restructuring of jobs.

Change to rosters or ordinary hours of work

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

- (a) Woodleigh School must notify the relevant Staff Members of the proposed change; and
- (b) cl.10.11 to 10.15 apply.

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

10.12 If:

- (a) a relevant Staff Member appoints, or relevant Staff Members appoint, a Nominated Representative for the purposes of consultation; and
- (b) the Staff Member or Staff Members advise Woodleigh School of the identity of the Nominated Representative;

Woodleigh School must recognise the Nominated Representative.

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

- (a) discuss with the relevant Staff Members the introduction of the change; and
- (b) for the purposes of the discussion—provide to the relevant Staff Members:
 - (i) all relevant information about the change, including the nature of the change; and

- (ii) information about what Woodleigh School reasonably believes will be the effects of the change on the Staff Members; and
 - (iii) information about any other matters that Woodleigh School reasonably believes are likely to affect the Staff Members; and
- (c) invite the relevant Staff Members to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities).

10.14 However, Woodleigh School is not required to disclose confidential or commercially sensitive information to the relevant Staff Members.

10.15 Woodleigh School must give prompt and genuine consideration to matters raised about the change by the relevant Staff Members.

10.16 Definitions

In this clause:

relevant Staff Members means the Staff Members who may be affected by a change referred to in cl.10.1;

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

11 Dispute resolution

11.1 If a dispute relates to:

- (a) a matter arising under the Agreement, or
- (b) the NES,

this clause sets out procedures to settle the dispute.

11.2 A Staff Member who is party to the dispute may appoint a Nominated Representative for the purposes of the procedures in this clause. Woodleigh School must recognise the Nominated Representative.

11.3 In the first instance, the parties to the dispute must try to resolve the dispute at the workplace level, by discussion between the Staff Member or Staff Members and relevant supervisors and/or management.

11.4 If discussions at the workplace level do not resolve the dispute, a party to the dispute may refer the matter to the FWC.

11.5 The FWC may deal with the dispute in 2 stages:

- (a) the FWC 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 FWC is unable to resolve the dispute at the first stage, the FWC may then:
 - (i) arbitrate the dispute; and
 - (ii) make a determination that is binding on the parties.

Note: If the FWC arbitrates the dispute, it may also use the powers that are available to it under the Act. A decision that the FWC 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.

11.6 While the parties are trying to resolve the dispute using the procedures in this clause:

- (a) a Staff Member must continue to perform the Staff Member's work as the Staff Member would normally unless the Staff Member has a reasonable concern about an imminent risk to the Staff Member's health or safety; and
- (b) a Staff Member must comply with a direction given by Woodleigh School to perform other available work at the same workplace, or at another workplace, unless:
 - (i) the work is not safe; or
 - (ii) the *Occupational Health and Safety Act 2004* (Vic) would not permit the work to be performed; or
 - (iii) the work is not appropriate for the Staff Member to perform; or
 - (iv) there are other reasonable grounds for the Staff Member to refuse to comply with the direction.

11.7 The parties to the dispute agree to be bound by a decision made by the FWC in accordance with this clause, save for appeal rights.

Part 3—Conditions of employment for all Staff Members

12 Minimum employment period

12.1 A Staff Member's employment is contingent upon the satisfactory completion of a six month minimum employment period, as defined by the FW Act.

12.2 If Woodleigh School terminates the employment of a Staff Member during the minimum employment period, Woodleigh School is not required to comply with cl.32 of this Agreement or any due process, unsatisfactory performance or conduct management policies or procedures in place from time to time.

12.3 If Woodleigh School terminates the employment of a Staff Member within the minimum employment period, then the Staff Member is entitled to notice prescribed as follows or payment in lieu for all or part of the notice period.

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

12.4 If the Staff Member resigns within the minimum employment period, then the Staff Member is required to give the same notice required of Woodleigh School in cl.12.3 above.

12.5 The notice period in cl.12.3 applies instead of the notice period:

- (a) for a General Staff Member: cl.55.2(a) and (b) and 55.4(a).

13 Payment of salary

All monies payable will be paid by credit transfer to the Staff Member's nominated financial institution account on a fortnightly basis.

14 Remuneration packaging

14.1 A Staff Member has access to remuneration packaging once written acceptance of the total remuneration on offer has been received.

14.2 Woodleigh School facilitates the option for 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.

15 Annual leave

15.1 NES

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

15.2 Teachers

- (a) A Teacher must take annual leave during Non-term Weeks.
- (b) 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.
- (c) A Teacher may take annual leave re-credited in accordance with the NES only during the Non-term Weeks of the School year, as directed by Woodleigh School.

15.3 General Staff Members

- (a) From 1 January 2014, a General Staff Member is entitled to five weeks' annual leave.
- (b) A General Staff Member is required to take no less than one week of annual leave during the shut down period following the end of Term 4 each year, unless otherwise agreed with Woodleigh School.
- (c) Woodleigh School may require a General Staff Member who works Term Weeks only to take annual leave during Non-term Weeks.
- (d) A Staff Member who receives salary pursuant to Schedule D.1.3 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.
- (e) 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's employment subsequently terminates, Woodleigh School is entitled to deduct the amount of leave taken in advance still owing from any monies payable to the General Staff Member upon termination of employment.

15.4 Insufficient annual leave accrued

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.

15.5 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.

15.6 Cashing out annual leave

- (a) 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.
- (b) 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 General Staff Member on each occasion.
- (c) The General Staff Member will be paid at their ordinary rate for any amount of leave forgone.

16 Personal/carer's leave

16.1 NES

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

16.2 Entitlement

- (a) Under this Agreement, the NES entitlement is increased to 15 days' paid personal/carer's leave for each year of service.
- (b) A Full-time 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.
- (c) A Part Time Staff Member is entitled to paid personal/carer's leave on a pro rata basis based on their ordinary hours of work.

16.3 Accrual of entitlement

- (a) Personal/carer's leave accrues progressively during a year of service according to the Staff Member's ordinary hours of work.
- (b) 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:
 - (i) six (6) days during the first term worked, and thereafter, an additional three (3) days at the commencement of each subsequent school term, if in the first year of service with Woodleigh School, or
 - (ii) 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.

16.4 Sick leave

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

16.5 Carer's leave

Paid carer's leave is taken by a 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.

16.6 Unpaid carer's leave

- (a) A Staff Member, including a casual Staff Member, is entitled to two (2) days of unpaid carer's leave for each occasion (i.e. permissible occasion) when a member of the Staff Member's immediate family or a member of the Staff Member's household, requires care or support because of a personal illness, a personal injury or an unexpected emergency affecting the member.
- (b) A Staff Member may take unpaid carer's leave as a single continuous period of up to two (2) days or any separate periods to which the Staff Member and Woodleigh School agree.
- (c) A Staff Member cannot take unpaid carer's leave during a particular period if the Staff Member could instead take paid personal/carer's leave.

16.7 Notice requirements

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.

16.8 Evidentiary requirements

- (a) A Staff Member is entitled to personal/carer's leave provided that the Staff Member produces, if required by Woodleigh School, a medical certificate from a Registered Medical Practitioner or a statutory declaration to Woodleigh School:
 - (i) for any absence of more than two (2) consecutive days;
 - (ii) for any absence continuous with a public holiday to which the Staff Member is entitled;
 - (iii) for any absence continuous with the first or last day of a term (where a Staff Member works Term Weeks only) which would not otherwise require the provision of evidence;

- (iv) where the number of days of paid personal/carer's leave already taken without the production of a medical certificate or a statutory declaration exceeds five (5) days in the School Year.
- (b) The evidence must be to the effect that:
 - (i) the Staff Member is suffering from a personal illness or a personal injury and is unfit for work;
 - (ii) the Staff Member's Immediate Family or household member is affected by a personal illness, personal injury or an unexpected emergency such as to require care or support by the Staff Member. In the case of an unexpected emergency, sufficient information must be provided to verify the unexpected emergency.

17 Compassionate leave

17.1 NES

Compassionate leave is provided for in the NES except where this Agreement provides ancillary or supplementary terms.

17.2 Entitlement

- (a) A Staff Member, other than a casual Staff Member, may take three (3) days' paid leave for each occasion when:
 - (i) a member of their Immediate Family or household dies, or contracts or develops a life-threatening illness or injury;
 - (ii) a baby in their Immediate Family or household is stillborn;
 - (iii) they have a miscarriage; or
 - (iv) their current spouse or de facto partner has a miscarriage.
- (b) A casual Staff Member may take up to three (3) days' unpaid leave per occasion detailed in cl.17.2(a)(i) – (iii).
- (c) 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.

17.3 Notice and evidentiary requirements

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, death, stillborn birth or miscarriage.

18 Community service leave and jury service leave

18.1 NES

Community service leave is provided for in the NES.

18.2 Jury Service Leave

- (a) Jury service leave is a form of community service leave provided for by the NES.
- (b) 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.
- (c) 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.
- (d) 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.
- (e) The Staff Member must inform Woodleigh School immediately of any change to the known period of absence and provide Woodleigh School with written proof of the payments made by the Court Authorities with respect to jury service.
- (f) 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 Leave for dealing with family and domestic violence

19.1 NES

Unpaid family and domestic violence leave is provided for in the NES. This Agreement provides ancillary or supplementary terms.

19.2 Definitions

- (a) In this clause:

family and domestic violence means violent, threatening or other abusive behaviour by a family member of a Staff Member that seeks to coerce or control the Staff Member and that causes them harm or to be fearful.

family member means:

- (i) a spouse, de facto partner, child, parent, grandparent, grandchild or sibling of the Staff Member; or
 - (ii) a child, parent, grandparent, grandchild or sibling of a spouse or de facto partner of the Staff Member; or
 - (iii) a person related to the Staff Member according to Aboriginal or Torres Strait Islander kinship rules.
- (b) A reference to a spouse or de facto partner in the definition of **family member** in cl.19.2(a) includes a former spouse or de facto partner.

19.3 Entitlement to paid and unpaid leave

- (a) Each year, for the purpose of dealing with family and domestic violence, as follows:
- (i) a full-time Staff Member is entitled to two weeks' paid leave, with payment equal to the number of ordinary hours that the Staff Member works over a two-week period;
 - (ii) a part-time Staff Member is entitled to a total of two weeks' paid leave, with payment equal to the number of ordinary hours that the Staff Member works over a two-week period;
 - (iii) a casual Staff Member is entitled to two weeks' unpaid leave, which is equivalent to the ordinary hours of work over a two-week period.
- (b) The entitlement in cl.19.3(a) to deal with family and domestic violence:
- (i) is available in full at the start of each 12-month period of the Staff Member's employment; and
 - (ii) does not accumulate from year to year.

Note 1: A period of leave to deal with family and domestic violence may be less than a day by agreement between the Staff Member and Woodleigh School.

Note 2: Woodleigh School and the Staff Member may agree that the Staff Member may take more than the equivalent of two weeks' leave to deal with family and domestic violence.

Note 3: If, during the period of operation of this Agreement, the NES is amended to provide paid leave or additional unpaid leave to deal with family and domestic violence, then the leave entitlement in cl.19.3(a) will be offset against the NES leave entitlement, should this not be prohibited by the NES.

19.4 Taking leave

A Staff Member may take leave under this clause to deal with family and domestic violence if the Staff Member:

- (a) is experiencing family and domestic violence; and

- (b) needs to do something to deal with the impact of the family and domestic violence and it is impractical for the Staff Member to do that thing outside their ordinary hours of work.

Note: The reasons for which a Staff Member may take leave include making arrangements for their safety or the safety of a family member (including relocation), attending court hearings, or accessing police services.

19.5 Service and continuity

The time a Staff Member is on unpaid leave under this clause to deal with family and domestic violence does not count as service but does not break the Staff Member's continuity of service.

19.6 Notice and evidence requirements

- (a) Notice

A Staff Member must give Woodleigh School notice of the taking of leave by the Staff Member under this clause. The notice:

- (i) must be given to Woodleigh School as soon as practicable (which may be a time after the leave has started); and
- (ii) must advise Woodleigh School of the period, or expected period, of the leave.

- (b) Evidence

A Staff Member who has given Woodleigh School notice of the taking of leave under cl.19.6(a) must, if required by Woodleigh School, give Woodleigh School evidence that would satisfy a reasonable person that the leave is taken for the purpose specified in cl.19.4.

Note: Depending on the circumstances such evidence may include a document issued by the police service, a court or a family violence support service, or a statutory declaration.

19.7 Confidentiality

- (a) Woodleigh School must take steps to ensure information concerning any notice a Staff Member has given or evidence a Staff Member has provided under cl.19.6(b) is treated confidentially, as far as it is reasonably practicable to do so.
- (b) Nothing in cl.19.7(a) prevents Woodleigh School from disclosing information provided by a Staff Member if the disclosure is required by an Australian law or is necessary to protect the life, health or safety of the Staff Member or another person.

Note: Information concerning a Staff Member's experience of family and domestic violence is sensitive and if mishandled can have adverse consequences for the Staff

Member. Woodleigh School should consult with such Staff Members regarding the handling of this information.

19.8 Compliance

A Staff Member is not entitled to take leave under this clause unless the Staff Member complies with this clause.

20 Public holidays

20.1 Public holidays are provided for in the NES.

20.2 Under the NES, 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 the State of Victoria to be observed generally within the State or a region of the State, 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. At the time of making this Agreement, the following days are prescribed as public holidays:
 - (i) Labour Day
 - (ii) Saturday before Easter Sunday
 - (iii) Easter Sunday
 - (iv) Friday before AFL Grand Final
 - (v) Melbourne Cup Day.

20.3 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.

20.4 Substitution of public holidays

- (a) Woodleigh School may, by agreement with an individual Staff Member, 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.
- (b) Where substitution is agreed, the substituted day will be the public holiday for all purposes of this Agreement.

21 Additional leave

21.1 Woodleigh School provides paid additional leave as follows:

- (a) the day before Melbourne Cup Day, except that where Woodleigh School requires a Staff Member to work on that day, an alternative day will be taken by the Staff Member; and
- (b) during the annual shut down period, a General Staff Member will be paid for the ordinary hours of work on the days that the General Staff Member would have otherwise worked after Boxing Day and before New Year's Day; and
- (c) the day following Easter Monday but only in a School Year where the day falls during a Non-term Week.

22 Long service leave

22.1 Entitlement

- (a) Long service leave is provided for in the NES or the LSL Act, as appropriate, except where this Agreement provides ancillary or supplementary terms. A Staff Member is entitled to long service leave on the basis of thirteen (13) weeks' long service leave upon the completion of ten (10) years of continuous employment.
- (b) A Staff Member is entitled to access accrued long service leave upon the completion of seven (7) years of continuous employment.

22.2 Taking leave

- (a) The period of long service leave will usually not be for less than a full term for a Teacher. The Teacher and Woodleigh School may agree to a shorter period of long service leave.
- (b) A General Staff Member may take long service leave for not less than one day. Woodleigh School must grant the request as soon

as practicable after receiving the request unless it has reasonable business grounds for refusing the request.

22.3 Where a Staff Member applies to take a full term of long service leave but 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.

22.4 Leave at half pay

A General Staff Member entitled to LSL in accordance with the LSL Act, as detailed under section 22 of the LSL Act, is entitled to take accrued long service leave for double the length of time at half pay.

22.5 Timing of leave

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.

22.6 Payment during leave

- (a) 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.
- (b) 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 or the LSL Act, as appropriate, are satisfied.

22.7 Payment in lieu of leave

Accrued long service leave will be paid in lieu where a Staff Member's employment is terminated after seven (7) years of continuous employment.

22.8 Illness on Long service leave

- (a) Subject to the requirements of cl.22.8(b), 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.
- (b) The Staff Member's application under cl.22.8(a):
 - (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.

23 Parental leave

23.1 NES

Parental leave, which includes birth-related and adoption-related leave, is provided for in the NES at Division 5, sections 67 to 85 of the FW Act. This clause supplements the NES provisions.

23.2 Entitlement – primary carer

- (a) A Staff Member is entitled to up to 24 months' unpaid parental leave in accordance with sections 70 and 76 of the FW Act, where the Staff Member has or will have responsibility for the care of a child.
- (b) The 24-month period of leave is an automatic entitlement and represents the period of leave available to an Employee couple under sections 70 and 76 of the FW Act.
- (c) A Staff Member who has taken 24 months' leave is entitled to request an additional period of unpaid parental leave to enable the Staff Member to return to work at the commencement of a School Year. Whilst a Staff Member may apply to further extend the period of leave, any extension is at the complete discretion of Woodlegih School.

Note: To avoid any doubt, 24 months is the total amount of unpaid parental leave which can be taken unless the Staff Member and Woodleigh School agree to extend the period of leave beyond 24 months.

23.3 Entitlement – concurrent leave

- (a) 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.
- (b) A request under cl.23.3 must be made in accordance with the NES, 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.
- (c) Where Woodleigh School employs both parents of a child, only one Staff Member is entitled to concurrent leave.

23.4 Variation of leave – primary carer

- (a) Subject to the relevant provisions of the NES, the period of parental leave may be shortened by written agreement between a Staff Member and Woodleigh School.
- (b) Subject to the relevant provisions of the NES, and the maximum entitlement of 24 months' leave, a Staff Member, who has commenced a period of parental leave of less than 12 months:
 - (i) may extend the period of parental leave once by giving four (4) weeks' notice in writing before the end of the period stating the period by which the leave is extended; and
 - (ii) may further extend the period of parental leave by agreement with Woodleigh School.

23.5 Continuity of employment

A period of unpaid parental leave does not break a Staff Member's continuity of employment, but it does not count as a period of continuous service.

23.6 Other leave taken in conjunction with unpaid parental leave

A Staff Member may in conjunction with unpaid parental leave access accrued annual leave or accrued long service leave, provided the total period of leave does not exceed 24 months.

Note: Annual leave or long service leave cannot be taken concurrently with leave taken pursuant to cl.24 (Paid parental leave).

23.7 Accrual of leave entitlements

During a period of unpaid parental leave, a Staff Member will accrue leave in accordance with relevant legislation.

23.8 Replacement Staff Member

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.

23.9 Returning to work following a period of parental leave

A Staff Member, who is returning to work following a period of parental leave, has a right to request a flexible working arrangement in accordance with s.65 of the FW Act and cl.26 (Requests for flexible working arrangements) of this Agreement.

A staff member will have the right to return to their substantive time fraction at the conclusion of the flexible working arrangement, except where a permanent variation is agreed between the Staff Member and Woodleigh School.

24 Paid parental leave

24.1 Entitlement

A Staff Member, other than a Casual, Sessional Staff Member or 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.

24.2 Primary carer

- (a) Subject to cl.24.2(b), 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 for the first 14 weeks following the date of birth or day of placement of the child.
- (b) A Staff Member, who commences parental leave during the six-week period prior to the expected date of birth of the child, may request payment of parental leave from the date that the parental leave commenced.

24.3 Concurrent leave

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, the Staff Member is entitled to paid parental leave of two (2) weeks:

- (a) at the time the Staff Member commences concurrent parental leave; or
- (b) for the first period of concurrent leave where the Staff Member takes concurrent leave in more than one period.

24.4 Calculation of payment

For the purpose of calculating the payment of leave for cl.24.2 and 24.3, 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.

24.5 Subsequent paid leave entitlement

A Staff Member must have a minimum of twelve (12) months' continuous service, after returning from a period of parental leave, before being eligible for paid leave pursuant to cl.24.2 or 24.3 for the birth or adoption of a second or subsequent child.

24.6 Accrual of leave entitlements

During a period of paid parental leave, a Staff Member will accrue:

- (a) annual leave (pro rata of the NES entitlement, which is 1.07 weeks' annual leave on 14 weeks' paid parental leave);
- (b) personal/carer's leave; and
- (c) long service leave.

25 Leave without pay

Where, in the opinion of the Principal, special circumstances exist, a Staff Member may be granted leave without pay.

26 Requests for flexible working arrangements

26.1 Staff Member may request change in working arrangements

This clause applies where a Staff Member has made a request for a change in working arrangements under s.65 of the [FW Act](#).

Note 1: Section 65 of the [Act](#) provides for certain employees to request a change in their working arrangements because of their circumstances, as set out in s.65(1A). At the time of making this Agreement, the circumstances are where the Staff Member:

- (a) is the parent, or has responsibility for the care, of a child who is of school age or younger
- (b) is a carer (within the meaning of the Carer Recognition Act 2010;
- (c) is 55 or older
- (d) is experiencing violence from a member of the Staff Member's family;
- (e) provides 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 the member is experiencing violence from the member's family.

Note 2: Woodleigh School may only refuse a s.65 request for a change in working arrangements on 'reasonable business grounds' (see s.65(5) and (5A)).

Note 3: Clause 26 is an addition to s.65.

26.2 Responding to the request

Before responding to a request made under s.65, Woodleigh School must discuss the request with the Staff Member and genuinely try to reach agreement on a change in working arrangements that will reasonably accommodate the Staff Member's circumstances having regard to:

- (a) the needs of the Staff Member arising from their circumstances; and
- (b) the consequences for the Staff Member if changes in working arrangements are not made; and
- (c) any reasonable business grounds for refusing the request.

Note 1: Woodleigh School must give the Staff Member a written response to the Staff Member's s.65 request within 21 days, stating whether Woodleigh School grants or refuses the request (s.65(4)).

Note 2: If Woodleigh School refuses the request, the written response must include details of the reasons for the refusal (s.65(6)).

26.3 What the written response must include if Woodleigh School refuses the request

- (a) This clause applies if Woodleigh School refuses the request and has not reached an agreement with the Staff Member under cl.26.2.
- (b) The written response under s.65(4) must include details of the reasons for the refusal, including the business ground or grounds for the refusal and how the ground or grounds apply.
- (c) If Woodleigh School and the Staff Member could not agree on a change in working arrangements under this clause, the written response under s.65(4) must:
 - (i) state whether or not there are any changes in working arrangements that Woodleigh School can offer the Staff Member so as to better accommodate the Staff Member's circumstances; and
 - (ii) if Woodleigh School can offer the Staff Member such changes in working arrangements, set out those changes in working arrangements.

26.4 What the written response must include if a different change in working arrangements is agreed

If Woodleigh School and the Staff Member reached an agreement under cl.26.2 on a change in working arrangements that differs from that initially requested by the Staff Member, Woodleigh School must provide the Staff Member with a written response to their request setting out the agreed change(s) in working arrangements.

26.5 Dispute resolution

Disputes about whether Woodleigh School has discussed the request with the Staff Member and responded to the request in the way required by this clause, can be dealt with under cl.11 (Dispute resolution).

27 Infectious diseases leave

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:

- (a) German measles
- (b) Chickenpox

- (c) Measles
- (d) Mumps
- (e) Scarlet fever
- (f) Whooping cough
- (g) Rheumatic fever, or
- (h) Hepatitis.

28 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.

29 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.

30 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.

31 Camps program

31.1 Attendance at camps

- (a) A Full-Time Teacher employed to work predominantly at the Senior Campus may be required to attend two camps during a School Year. A Teacher may attend more than 2 camps per year by mutual agreement between the Teacher and the Principal or Head of Campus.
- (b) A Full-Time Teacher employed to work predominantly at the Junior Campus may be required to attend two camps during a School Year.
- (c) Attendance at school camps for 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.

31.2 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.
- (b) 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.
- (c) The timing of paid leave will be agreed with the Principal, subject to the operational and educational requirements of Woodleigh School.
- (d) 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 where a Staff Member is not included in the staffing structure for the camp and voluntarily chooses to stay overnight at a camp.

31.3 Payment

- (a) Payment for attendance at camps for General Staff Members will be at the same level as the General Staff Member's usual rate of pay.
- (b) A camp allowance applies where a Staff Member supervises students overnight, as per Sch.B.3 and Sch.E.1.
- (c) A camp coordinator allowance applies where a Staff Member is responsible for the coordination of the camp, as per Sch.B.3.

32 Performance and Conduct Management

32.1 Application

- (a) This clause will not apply within the minimum employment period or to a Casual Staff Member or a Sessional Staff Member.
- (b) This clause only applies where the School considers that the Staff Member's performance or conduct may warrant the termination of the Staff Member's employment.
- (c) The principles of procedural and substantive fairness shall underpin the application of procedures under this clause.

32.2 Performance Management

- (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;
 - (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.

32.3 Conduct Management

- (a) Where Woodleigh School considers a Staff Member's conduct is inappropriate/unacceptable and may lead to termination of employment, 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.
- (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;
 - (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.

33 Redundancy

33.1 NES

- (a) Redundancy pay is provided for in the NES. This clause provides enterprise-specific details and supplements the NES.
- (b) The following redundancy pay scale will apply instead of the provisions provided in the NES:

Period of Continuous Service	Redundancy Pay
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

33.2 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.

33.3 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.

33.4 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 cl.45.4 and 55.5.

33.5 Part Time Teachers

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.

34 Superannuation

34.1 Woodleigh School Contribution

- (a) 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. If required, the default fund for Woodleigh School is NGS Super (or its successor fund(s)).
- (b) The rights and obligations in this clause supplement those in superannuation legislation.

34.2 Voluntary Staff Member contributions

- (a) Subject to the governing rules of the relevant superannuation fund, a Staff Member may, in writing, authorise Woodleigh School to pay on behalf of the Staff Member a specified amount from the post-taxation wages of the Staff Member into the same superannuation fund as Woodleigh School makes the superannuation contributions provided for in cl.34.1(a).
- (b) Woodleigh School must pay the amount authorised under cl.34.2(a) no later than 28 days after the end of the month in which the deduction authorised under cl.34.2(a) was made.

35 Tuition Fee Discount

35.1 Application

- (a) Subject to cl.35.1(b) a Staff Member whose child or children attend the School is entitled to a general tuition fee discount.
- (b) This clause:
 - (i) does not apply to a Casual Staff Member or a Sessional Staff Member; and

- (ii) applies to a Fixed Term Staff Member only where the conditions of cl.35.4 are met.

35.2 Entitlement

- (a) A Full-Time Staff Member is entitled to a general tuition fee discount of 50 per cent.
- (b) 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.

35.3 Specific conditions

- (a) 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.
- (b) Where both parents of a child or children attending Woodleigh School are employed by Woodleigh School, only one general tuition fee discount will apply.

35.4 Discount for a Fixed Term Staff Member

A Fixed-Term Staff Member becomes eligible for the student fee discount after the completion of two years of continuous service. The discount would apply to a child or children enrolled at Woodleigh School from the commencement of the Staff Member's third year of continuous service.

35.5 General requirements

- (a) In order to be eligible for a general tuition fee discount, a Staff Member must:
 - (i) pay the set student entry fee and the application fee in full prior to the commencement of enrolment;
 - (ii) agree to pay fees via automatic salary deduction, or as agreed with Woodleigh School; and
 - (iii) agree to keep the account in line with Woodleigh School's Terms of Business.
- (b) 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.
- (c) General tuition fee discounts do not apply to any other services, including child care and outside school hours care.

35.6 Effect of leave without pay

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.

35.7 Review

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.

36 Accident pay

36.1 Entitlement

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 *Workplace Injury Rehabilitation and Compensation Act 2013* (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.

36.2 Accrual of entitlements

- (a) 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 *Workplace Injury Rehabilitation and Compensation Act 2013* (Vic), then the Staff Member accrues entitlements in accordance with the relevant legislation.
- (b) A Staff Member, who is in receipt of compensation payments and accident pay, where applicable, during Non-term weeks, is deemed to have been provided with the Staff Member's entitlement to accrued Non-term weeks.
- (c) For the purposes of cl.36.2(a), a period of annual leave will not reduce the Staff Member's entitlement to such compensation payments or to accident make-up pay, if applicable.

36.3 Effect of legislation

Should legislation be enacted during the term of this Agreement, requiring Woodleigh School to pay accident pay, this clause ceases to operate, except to the extent that the amount paid by Woodleigh School will not be less than the amount payable under cl.36.1, after taking the legislated payment into account.

Part 4 – Conditions of employment for Teachers

37 Types of employment

37.1 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.

37.2 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.

37.3 Full-Time employment

- (a) A Full-Time Teacher is engaged to work an average of 38 ordinary hours per week.
- (b) The average face to face teaching time of a Full-Time teacher will be up to 20 hours per week for Secondary and 22.5 hours per week for Primary and Early Learning. Face to face teaching time will be averaged over the school year.

37.4 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.

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- (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.

Variation to Part-Time teacher load

- (e) A Teacher's teaching load may be varied by mutual consent between Woodleigh School and the Teacher at any time.
- (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.

37.5 Fixed Term employment

- (a) A Teacher may be employed for a fixed period of time of up to 12 months to:
 - (i) undertake a specified project for which funding has been made available;
 - (ii) undertake a specified task which has a limited period of operation; or
 - (iii) 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.
- (b) A Teacher on a fixed term contract is not entitled to paid parental leave.

37.6 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 entitled to:
 - (i) unpaid carer's leave;
 - (ii) unpaid compassionate leave;
 - (iii) unpaid leave to deal with family and domestic violence;
 - (iv) paid jury service leave (where applicable).
- (f) 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/carer's leave;
 - (vii) paid compassionate leave;
 - (viii) paid parental leave;
 - (ix) paid leave to deal with family and domestic violence;
 - (x) accident pay;
 - (xi) pro rata payment of salary inclusive of annual leave;
 - (xii) tuition fee discount.

38 Ordinary hours of work

38.1 NES

This clause provides for enterprise specific detail and supplements the NES that deals with maximum weekly hours.

38.2 Ordinary hours of work

- (a) The ordinary hours of a Teacher may be averaged over a 12 month period.
- (b) The ordinary hours of work for a Teacher during Term Weeks are variable. In return, a Teacher is not generally required to attend 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.

38.3 The Role of a Teacher

The Role of a Teacher is composed of the following:

- (a) Face-to-face teaching time.
- (b) Professional duties such as class preparation, assessment and reporting responsibilities, pastoral and supervisory duties.
- (c) Periods of time release attached to a Position of Responsibility (POR).
- (d) Duties such as sport, camps, activities program, community service, special events (eg Production etc) and yard duties.
- (e) Assemblies/Tutorials.
- (f) Professional Learning sessions/ collaborative planning.
- (g) Parent-Teacher-Student Interviews.
- (h) Whole Staff Professional Days.
- (i) Other school events, some after hours and on weekends, as required.

38.4 Co-curricular Duties and Extras

In addition to their classroom teaching, all Teachers are required to undertake co-curricular duties. Part-Time Teachers will be required to participate, on average, in proportion to their FTE. The following co-curricular duties do not apply to ECC staff.

(a) Extras:

An extra is a one-off supervision of another Teacher's class during a period of absence.

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- (i) A Full-Time Teacher in the Senior Campus may be allocated up to 1 extra per fortnight, averaged over the Term (eg 5 extras over a 10-week Term, excluding classes in lieu of periods missed)
 - (ii) A Part-Time Teacher may be allocated extras proportionate to their FTE (eg 4 extras over a 10-week Term if 0.8 FTE, excluding classes in lieu of periods missed)
 - (iii) From time to time, Teachers may be underloaded due to the constraints of the timetable. In this situation, a Teacher may be allocated additional extras, as required.
- (b) **Activities Program, Senior Campus:**
- (i) Activities are usually allocated to Teachers as part of their teaching load. Activity blocks do not usually align with terms or semesters, so this load may be averaged over a semester to ensure fair compensation for Teacher involvement.
 - (ii) Consideration will be given to the Activity selected to ensure these allocations are appropriate and reasonable in terms of the commitment required.
- (c) **Duties:**
- (i) A Full-Time Teacher in the Senior Campus may be allocated 1 Yard Duty per week and 2 Late Duties per semester, and in the Junior Campus 3 Yard Duty sessions per week.
 - (ii) A Part-Time Teacher may be allocated 1 Yard Duty per week and 1 Late Duty per semester in the Senior Campus, and in the Junior Campus pro-rata according to FTE.
 - (iii) Homestead Teachers complete duties as part of their Tutor role. These will be published as part of the duty roster and considered when allocating duties.
- (d) **Camps – Senior Campus, Activities Week:**
- (i) A Full-Time Teacher is allocated 2 Camps per year during Activities Week and Homestead week.
 - (ii) A Part-Time Teacher is allocated 2 Camps per year during Activities Week and Homestead week and will be paid as per cl.31.(d).
 - (iii) In very limited circumstances, a camp exemption may be negotiated with a Teacher's Head of Campus, replacing it with other approved activities. The exemption applies for that year only.

(e) **Camps – Junior Campus:**

- (i) A Full-Time Teacher is allocated up to 2 Camps per year.
- (ii) A Part-Time Teacher may be allocated 2 Camps per year and will be paid as per cl.31.(d).
- (iii) In very limited circumstances, a camp exemption may be negotiated with a Teacher's Head of Campus, replacing it with other approved activities. The exemption applies for that year only.

(f) **Meetings:**

Meetings will not ordinarily be scheduled during lunchtime. The School supports a Teacher's decision to decline a lunchtime meeting, with notice and when they are teaching a full day. This does not apply to a Teacher holding a POR.

38.5 Attendance days

- (a) The maximum number of days that a Teacher will be required to attend during Term Weeks and Non-term Weeks will be:
 - (i) 192 in 2022 (to start on 25 January 2022*);
 - (ii) 190 in 2023 (to start on 27 January 2022*);
 - (iii) 190 in 2024 (to start on 29 January 2022*);

unless Government funding or school registration requirements require Woodleigh School to increase the days of student and Teacher attendance.

*Note: * with the exception of Teachers holding a position of responsibility and Teachers required for staff induction days.*

- (b) The following circumstances are not included when calculating the attendance days:
 - (i) co-curricular activities that are conducted on a weekend;
 - (ii) school related overseas and interstate trips, conferences and similar activities undertaken by mutual consent during Non-term weeks;
 - (iii) 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; or
 - (iv) Scholarship/Open Morning and New Students Information Morning.

38.6 Notice of attendance requirements

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.

38.7 Attendance expectations

- (a) All Teachers are required to attend designated whole staff professional learning days, attendance for part-time Teachers will be on a pro rata basis. Part-time Teachers should discuss their pro-rata attendance at professional learning sessions with their Head of Campus. Where a Part-Time Teacher is expected to attend a professional learning session on a non work day, they are entitled to request time in lieu or payment for the hours of attendance.
- (b) Different arrangements apply for Student Parent Teacher Interviews, a Part-Time Teacher is able to block out time proportionate to their time fraction in consultation with their Head of Campus.
- (c) Full-Time Teachers are expected to be on campus for the full school day, and to sign out at Reception should they leave campus during this time. Part-Time Teachers are expected to be on campus except for the periods they have negotiated with the Campus Daily Organiser at the beginning of each semester. Part-Time Teachers are also required to sign out if they are leaving campus during the day.

38.8 Payment of salary and allowances

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.

39 Breaks

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. Where a Teacher is unable to have an appropriate meal break during the day, they may request cover for up to 30 minutes on that day to ensure appropriate breaks are taken.

40 Pro rata payment of salary inclusive of annual leave

40.1 NES

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

40.2 Termination of employment

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

40.3 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.

40.4 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.
- (c) 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.

40.5 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 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.

40.6 Definitions

For the purposes 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.

40.7 Purpose of formula

The formula in cl.40.5 is intended to be used to calculate the pro rata salary inclusive of annual leave owing to a Teacher.

41 Classification structure

Schedule C (Teacher Classifications) provides the classification structure for Teachers.

42 Salaries

42.1 Schedule A (Teacher Salaries) provides the minimum rates of pay for Teachers.

42.2 The salaries in Schedule A contain the following salary increases:

- (a) 2.5% in 2022

(b) 2.5% in 2023

(c) 2.5% in 2024

42.3 To apply from the first pay period commencing on or after 1 January of that year. The salary increases in cl.42.2 represent the minimum salaries provided by Woodleigh School during the term of this Agreement. Except that if Woodleigh School experiences a deficit/loss during the term of this Agreement, the Consultative Committee and Woodleigh School will, in good faith, negotiate a potential revision of agreed salary increases.

43 Allowances

Schedule B (Teacher Allowances) provides details of the allowances available to Teachers.

44 Higher Duties

44.1 Direction

Woodleigh School may direct a Teacher to temporarily perform duties applicable to a Position of Responsibility (POR).

44.2 Duties for more than 5 days

Where a Teacher performs such duties for more than 5 days and those duties constitute the whole or substantially the whole type of duties which would apply to the POR, the Teacher will be entitled to the time and/or monetary allowance applicable to the POR for the whole period during which the duties are performed.

45 Notice of Termination of employment

45.1 NES

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

45.2 Notice of termination by Woodleigh School

(a) A Teacher (other than a Casual Teacher) will receive not less than seven term weeks' 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.

(b) The notice period in cl.45.2(a) does not apply where the Teacher is guilty of serious misconduct.

45.3 Notice of termination by a Teacher

- (a) The notice of termination required to be given by a Teacher is the same as that required of Woodleigh School under cl.45.2(a).
- (b) If a Teacher does not give the period of notice required under cl.45.3(a), the Woodleigh School may deduct from wages due to the Teacher under this Agreement an amount that is not more than two weeks' wages for the Teacher, provided that:
 - (i) if the Employer has agreed to a shorter period of notice than that required, then no deduction will be made; and
 - (ii) any deduction must not be unreasonable in the circumstances.

45.4 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.

45.5 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 of Employment for General Staff Members

46 Types of employment

46.1 Categories of employment

A General Staff Member 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.

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

46.2 Full-Time employment

A Full-Time General Staff Member is engaged to work 38 hours per week or an average of 38 hours per week pursuant to cl.47.2.

46.3 Part-time employment

- (a) A Part-Time General Staff Member 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.
- (e) The terms of the Agreement in cl.46.3(d) may be varied by agreement between Woodleigh School and a General Staff Member. Any such variation will be recorded in writing.

46.4 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, which does not become available until after the General Staff Member has completed at least two years of continuous service as a Fixed Term General Staff Member.

46.5 Casual employment

- (a) A Casual General Staff Member is a General Staff Member (other than a Music Tutor engaged as a Sessional Staff Member).
- (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 will be engaged and paid for a minimum of two hours for each engagement.
- (d) 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/carer's leave;
 - (vii) paid compassionate leave;
 - (viii) paid parental leave;
 - (ix) paid leave for dealing with family and domestic violence accident pay;
 - (x) tuition fee discount;
 - (xi) performance and conduct management.

47 Ordinary hours of work

47.1 Ordinary hours

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 cl.46 (Types of employment).

47.2 Averaging of hours

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

47.3 Spread of ordinary hours

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.

47.4 Reasonable additional hours

- (a) 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:
 - (i) fall within the applicable daily spread of hours in cl.47.3; and
 - (ii) do not result in the General Staff Member working more than eight hours on that day; and
 - (iii) do not result in the General Staff Member working more than the allowed maximum weekly ordinary hours during the averaging period.
- (b) 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.
- (c) The minimum casual engagement of two hours will not apply to Part-Time General Staff Members working reasonable additional hours under this clause.
- (d) Where a Part-Time General Staff Member agrees to work additional hours in accordance with this clause, the additional hours worked do not accrue leave entitlements under this Agreement or the NES.

47.5 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 cl.47.5(a) and (b) do not apply to a General Staff Member who is attending a school camp or excursion.

48 Breaks

48.1 Meal break

- (a) A General Staff Member will be entitled to an unpaid meal break if engaged to work more than five hours on a day.
- (b) The meal break will:
 - (i) be not less than 30 minutes and not more than 60 minutes;
 - (ii) commence no later than five hours after the General Staff Member commenced work on that day.

48.2 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 cl.48.2(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.

49 Leave without pay during Non-term weeks

49.1 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.

49.2 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.

49.3 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.1.3 and will not generally be required to attend during Non-term weeks.

50 Classification structure

50.1 Schedule F

Schedule F (General Staff Member Classifications) provides the

classification structure for General Staff Members.

50.2 Reclassification

- (a) A General Staff Member may make an application in writing to have their position of employment reclassified. The application should be made to their Head of Campus or the Director of Business and School Operations.
- (b) A General Staff Member may not make an application under this subclause more than once in any 12 month period, unless there are significant changes to their role and responsibilities.

51 Salaries

51.1 Schedule D (General Staff Member Salaries) provides the minimum rates of pay that apply to General Staff Members.

51.2 The salaries in Schedule D contain the following salary increases:

- (a) 4% in 2022
- (b) 2.5% in 2023
- (c) 2.5% in 2024

to apply from the first pay period commencing on or after 1 January of that year.

51.3 The salary increases in cl.51.2 represent the minimum salaries provided by Woodleigh School during the term of this Agreement. Except that if Woodleigh School experiences a deficit/loss during the term of this Agreement, the Consultative Committee and Woodleigh School will, in good faith, negotiate a potential revision of agreed salary increases.

51.4 In 2022, all General Staff Members will receive a minimum increase of 2.5% up to a maximum of 4% in line with the applicable salary for their classification in Schedule D. The salaries specified in Schedule D will be increased by 4% from the first full pay period commencing on or after 1 January 2022. All General Staff Members will be paid at or above the salaries specified in Schedule D from the first full pay period commencing on or after 1 January 2022, which may result in some General Staff Members receiving an increase above 2.5% to bring them in line with the applicable salary for their classification in Schedule D.

51.5 In 2023 and 2024, a General Staff Member who receives an annual salary above the top pay rate for the level of their position in Schedule D.1.1 will receive the percentage increases in cl.51.2 on their existing annual salary, subject to any decrease negotiated in accordance with cl.51.3.

52 Annualised salaries

52.1 Purpose of this clause

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 cl.52.2 been applied.

52.2 Annualised salary agreement

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 Member Salaries; and
- (b) Schedule E – General Staff Member Allowances; and
- (c) Clause 47.5(b) and (c) – Breaks between periods of duty; and
- (d) Clause 56 – Overtime.

52.3 Agreement in writing

Where an annualised salary is paid, Woodleigh School must advise the General Staff Member in writing of the annualised salary that is payable and which of the provisions of this Agreement will be satisfied by payment of the annualised salary.

52.4 Prior arrangements

A General Staff Member who is 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 and will be advised in writing in accordance with cl.52.3.

52.5 Annual salary not to disadvantage a General Staff Member

- (a) 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).
- (b) The annualised salary of the General Staff Member must be reviewed by the Woodleigh School at least every three months to ensure that the compensation is appropriate having regard to the Agreement provisions which are satisfied by the payment of the annualised salary. An underpayment of salary will be rectified in the next pay period.

52.6 Base rate of pay

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

53 Allowances

Schedule E (General Staff Member Allowances) provides details of the allowances available to General Staff Members.

54 Higher duties

54.1 Direction

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

54.2 Duties for more than five days

Subject to cl.54.3, 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.

54.3 Duties under school operations services

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.

55 Notice of Termination of employment

55.1 NES

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

55.2 Notice of termination by Woodleigh School

- (a) Woodleigh School will provide four weeks' notice of termination of employment, inclusive of NES notice, to a General Staff Member. Woodleigh School will increase the period of notice by one week if the General Staff Member is over 45 years old and

has completed at least two years of continuous service with Woodleigh School at the end of the day the notice is given.

- (b) Instead of providing notice of termination under this clause, Woodleigh School may provide payment of salary instead of notice or part notice and part payment instead of notice provided that the total weeks' notice and weeks' payment instead equal the amount of notice required under this clause.

55.3 Serious misconduct

The period of notice in cl.55.2 does not apply where the General Staff Member is guilty of serious misconduct.

55.4 Notice of termination by a General Staff Member

- (a) 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.
- (b) If a General Staff Member does not give the period of notice required under cl.55.4(a), then Woodleigh School may deduct from wages due to the General Staff Member under this Agreement, an amount that is no more than one week's wages for the General Staff Member, provided that:
 - (i) if Woodleigh School has agreed to a shorter period of notice than that required, then no deduction will be made;
 - (ii) the General Staff Member must be at least 18 years of age; and
 - (iii) any deduction must not be unreasonable in the circumstances.

55.5 Job search entitlement

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

55.6 Statement of service

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

56 Overtime

56.1 Overtime rates

- (a) A General Staff Member, other than a Music Tutor, 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.

56.2 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.
- (c) Any amount of overtime that has been worked by a General Staff Member in a particular pay period and that is to be taken as time off instead of the General Staff Member being paid for it must be the subject of a separate agreement under cl.56.2.
- (d) An agreement must state each of the following:
- the number of overtime hours to which it applies and when those hours were worked;
 - that Woodleigh School and the General Staff Member agree that the General Staff Member may take time off instead of being paid for the overtime;
 - that, if the General Staff Member requests at any time, Woodleigh School must pay the General Staff Member for overtime covered by the agreement but not taken as time off at the overtime rate applicable to the overtime when worked;
 - that any payment mentioned in cl.56.2(d) must be made in the next pay period following the request.

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- (e) Time off must be taken:
 - (i) within the period of six months after the overtime is worked; and
 - (ii) at a time or times within that period of six months agreed by the General Staff Member and Woodleigh School.
- (f) If a General Staff Member requests at any time, to be paid for overtime covered by an agreement under this clause but not taken as time off, Woodleigh School must pay the General Staff Member for the overtime, in the next pay period following the request, at the overtime rate applicable to the overtime when worked.
- (g) If the time off for overtime that has been worked is not taken within the period of six months mentioned in cl.56.2(e), Woodleigh School:
 - (i) must pay the General Staff Member for the overtime, in the next pay period following those six months, at the overtime rate applicable to the overtime when worked; or
 - (ii) may agree in writing to a General Staff Member's request to extend the period over which time off may be taken to no longer than the end of the current School Year. Should the time off not be taken by the General Staff Member during this extended period of time, Woodleigh School will pay the General Staff Member for the overtime in the final pay period of the School Year, at the overtime rate applicable to the overtime when worked.
- (h) Woodleigh School must keep a copy of any agreement under this clause as an employee record.
- (i) Woodleigh School will not exert undue influence or undue pressure on a General Staff Member in relation to a decision by the General Staff Member to make, or not make, an agreement to take time off instead of payment for overtime.
- (j) A General Staff Member may, under s.65 of the FW Act, request to take time off, at a time or times, specified in the request or to be subsequently agreed by Woodleigh School and the General Staff Member, instead of being paid for overtime worked by the General Staff Member. If Woodleigh School agrees to the request, then this clause will apply, including the requirement for separate written agreements under cl.56.2(c) for overtime that has been worked.

Note: If a General Staff Member makes a request under s.65 of the Act for a change in working arrangements, Woodleigh School may only refuse that request on reasonable business grounds (see s.65(5) of the Act).

- (k) If, on the termination of a General Staff Member's employment, time off for overtime worked by the General Staff Member to which cl. 56.2 applies has not been taken, Woodleigh School must pay the General Staff Member for the overtime at the overtime rate applicable to the overtime when worked.

Note: Under s.345(1) of the FW Act, a person must not knowingly or recklessly make a false or misleading representation about the workplace rights of another person under cl. 56.2.

56.3 Make-up time

A General 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.

Part 6 - Conditions of Employment for Music Tutors

57 Interaction

This Part sets out the conditions which apply to a Music Tutor. Where there is an inconsistency between relevant sections in other Parts of the Agreement and Part 6, Part 6 shall apply.

58 Types of employment

58.1 Music Tutors will be employed in one of the following categories:

- (a) full-time employment;
- (b) part-time employment; or
- (c) sessional employment.

58.2 Full-time employment

- (a) A Full-Time Music Tutor is engaged to work an average of 38 ordinary hours per week (averaged across term weeks).
- (b) The face to face teaching hours of a Full-Time Music Tutor will be 26 hours per week.

58.3 Part-time employment

- (a) The Employer may employ a Music Tutor on a Part-Time basis in accordance with this Agreement.
- (b) A Part-time Music Tutor is entitled to receive all entitlements under this Agreement on a pro rata basis.

- (c) The Employer will set out in writing a Part-Time Music Tutor's time fraction upon engagement of the Music Tutor or at any other time when a variation occurs.
- (d) A variation of part-time hours may occur due to changing operational needs. The School may reduce a Part-Time Music Tutor's hours by 25% or less. If the reduction is more than 25% in any school year, cl.33 (Redundancy) will apply and the Music Tutor may choose redundancy.
- (e) Discussion will be held in regard to any variation of part-time hours sought by the School. If there is no agreement for a reduced time fraction, then 4 weeks' notice in writing will be provided and salary maintained for those 4 weeks.
- (f) Where a Part-Time Music Tutor works hours in addition to the time fraction referred to in cl.58.3(c), the Music Tutor will be paid the Victorian Music Teachers Association (VMTA) hourly rate for all additional work. Additional hours worked by a Part-Time Music Tutor in accordance with this clause do not accrue leave entitlements under this Agreement or the NES.

58.4 Sessional employment

- (a) A Sessional Staff Member is a Music Tutor engaged on a casual or sessional basis.
- (b) A Sessional Staff Member 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/carer's leave;
 - (vii) paid compassionate leave;
 - (viii) paid parental leave;
 - (ix) paid leave for dealing with family and domestic violence;
 - (x) accident pay;
 - (xi) tuition fee discount;

- (xii) performance and conduct management.
- (d) A Sessional Staff Member is required to attend the workplace only for contracted hours of work.
- (e) A Sessional Staff Member will be entitled to be engaged and paid for a minimum of two hours for each engagement.

59 Ordinary hours of work

59.1 The ordinary hours of work for a Full-Time Music Tutor are 38 hours per week (averaged over term weeks), which are comprised of face-to-face teaching hours and other associated professional activities.

59.2 Music Tutor face-to-face teaching hours

The face-to face-teaching hours of a Full-Time Music Tutor are 26 hours per week. Face-to-face teaching hours are comprised of:

- (a) regular and scheduled individual and group tutoring sessions; and
- (b) regular and scheduled ensemble practices, excluding staff members employed as Teachers for who this will be counted in their teaching load.

59.3 Other duties

- (a) Duties performed in addition to teaching and teaching related responsibilities will generally be in proportion to a Music Tutor's teaching load.
- (b) In addition to face-to-face duties, a Music Tutor will have other duties, including but not limited to:
 - (i) attending school assemblies;
 - (ii) assisting with the preparation and performance of students for concerts, school productions and school events;
 - (iii) attending staff meetings and collaborative planning sessions as required;
 - (iv) engaging in ongoing professional learning;
 - (v) individual planning, assessment and reporting.
- (c) Duties performed in addition to teaching and teaching related responsibilities will generally be in proportion to a Music Tutor's teaching load.

59.4 Overtime

Any hours worked by a Music Tutor do not attract penalty rates or overtime loadings under this Agreement.

60 Leave without pay during non-term weeks

A Music Tutor is required to take 6 weeks as leave without pay. Such periods of leave will count as service for the purpose of accruing leave entitlements and will not break continuity of service. The annual salary for a Music Tutor under Schedule G has been adjusted to take into account the period of leave without pay taken during non-term weeks.

61 Annual leave

- 61.1** Annual leave is in accordance with Division 6 of the NES as amended from time to time, except where ancillary terms are provided for in this Agreement.
- 61.2** A Music Tutor is entitled to five weeks' annual leave for every 12 months of continuous service on a pro rata and cumulative basis.
- 61.3** A Music Tutor will ordinarily take their annual leave during Non-Term weeks, unless otherwise agreed at the discretion of the Principal and in consultation with the line manager.
- 61.4** The annual salary for a Music Tutor in Schedule G is inclusive of annual leave.

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 the salary prescribed by the following table from the first pay period commencing on or after 1 January of each year.

Classification Level	2021 Annual Salary Full Time	2022 Annual Salary Full Time	2023 Annual Salary Full Time	2024 Annual Salary Full Time
4	\$ 75,714	\$ 77,607	\$ 79,547	\$ 81,535
5	\$ 79,180	\$ 81,160	\$ 83,189	\$ 85,268
6	\$ 82,646	\$ 84,712	\$ 86,830	\$ 89,000
7	\$ 86,107	\$ 88,260	\$ 90,466	\$ 92,728
8	\$ 89,581	\$ 91,820	\$ 94,116	\$ 96,469
9	\$ 93,045	\$ 95,372	\$ 97,756	\$ 100,200
10	\$ 96,508	\$ 98,921	\$ 101,394	\$ 103,928
11	\$ 99,972	\$ 102,472	\$ 105,033	\$ 107,659
12	\$ 110,674	\$ 113,441	\$ 116,277	\$ 119,184

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 Sch.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 cl.37.4.

A.5 Casual Teacher

The salary payable to a Casual Teacher will be a minimum of:

	2022	2023	2024
Full Day	\$ 392.76	\$ 402.58	\$ 412.65
Half Day	\$ 196.38	\$ 201.29	\$ 206.32

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

Schedule B — Teacher Allowances

B.1 Position of 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 Campuses, reflecting the significant difference in size of the three 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) – 0.2 FTE time allowance.

Level B.1

Head of a smaller Faculty (e.g. Design, PE and Health) – 0.125 FTE time allowance

Level B.2

Lesser level of responsibilities (e.g. Assistant Director of Music) – 0.05 FTE time allowance

Level B.3

Lesser level of responsibilities (e.g. Community Partnerships) – 0.05 FTE time allowance.

Junior Campuses:

Level C.1A:

Director of ECC

Level C.1:

Coordinator of a major area (e.g. Head of Music) – 0.1 FTE time allowance.

Level C.2

Lesser level responsibilities (e.g. Inclusion Coordinator)

Level C.3

Lesser level responsibilities (e.g. First Aid Allowance)

Note: The example positions and time allowances listed above are indicative only and may vary.

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 2022:

Level	2021 Annual allowance	2022 Annual allowance	2023 Annual allowance	2024 Annual allowance
B1A	\$ 8,768	\$ 8,987.20	\$ 9,211.88	\$ 9,442.18
B1	\$ 6,045	\$ 6,196.13	\$ 6,351.03	\$ 6,509.80
B2	\$ 4,030	\$ 4,130.75	\$ 4,234.02	\$ 4,339.87
B3	\$ 2,015	\$ 2,065.38	\$ 2,117.01	\$ 2,169.93

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B.1.6 The following Junior Campus Responsibility allowances apply from the first pay period commencing on or after 1 January 2022:

Level	2021 Annual allowance	2022 Annual allowance	2023 Annual allowance	2024 Annual allowance
C1A	\$ 6,127	\$ 6,280.18	\$ 6,437.18	\$ 6,598.11
C1	\$ 5,364	\$ 5,498.10	\$ 5,635.55	\$ 5,776.44
C2	\$ 3,349	\$ 3,432.73	\$ 3,518.54	\$ 3,606.51
C3	\$ 1,334	\$ 1,367.35	\$ 1,401.53	\$ 1,436.57

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

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 camp will receive an allowance of \$75 per night for the first four consecutive nights. A rate of \$95 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 A Teacher who is required to coordinate a camp, in addition to supervising students on the camp, will receive an additional allowance of \$50 per day. Where the camp coordinator role is shared, the allowance will be shared.

B.3.4 These allowances are payable from 1 January 2022 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 \$17.50 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 190 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 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 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 Member Salaries, other than Music Tutors

D.1.1 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.

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

Classification Level	2021 Annual Salary Full Time	2022 Annual Salary Full Time	2023 Annual Salary Full Time	2024 Annual Salary Full Time
Level 1				
1.1	\$46,214	\$48,063	\$49,264	\$50,496
1.2	\$47,573	\$49,476	\$50,713	\$51,981
1.3	\$48,931	\$50,889	\$52,161	\$53,465
Level 2				
2.1	\$49,613	\$51,598	\$52,888	\$54,210
2.2	\$50,970	\$53,009	\$54,334	\$55,693
2.3	\$53,010	\$55,130	\$56,509	\$57,921
2.4	\$55,050	\$57,252	\$58,683	\$60,150
2.5	\$57,087	\$59,371	\$60,855	\$62,377
Level 3				
3.2	\$59,127	\$61,492	\$63,030	\$64,605
3.3	\$61,165	\$63,611	\$65,202	\$66,832
3.4	\$63,205	\$65,733	\$67,376	\$69,060
3.5	\$65,243	\$67,853	\$69,549	\$71,288
Level 4				
4.2	\$67,282	\$69,973	\$71,723	\$73,516
4.3	\$69,320	\$72,093	\$73,895	\$75,742
4.4	\$71,362	\$74,216	\$76,071	\$77,973
4.5	\$73,399	\$76,335	\$78,244	\$80,200
Level 5				
5.2	\$75,439	\$78,457	\$80,418	\$82,428
5.3	\$77,477	\$80,576	\$82,590	\$84,655
5.4	\$79,514	\$82,695	\$84,762	\$86,881
5.5	\$81,554	\$84,816	\$86,937	\$89,110

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Level 6				
6.2	\$83,593	\$86,937	\$89,110	\$91,338
6.3	\$85,632	\$89,057	\$91,283	\$93,565
6.4	\$87,671	\$91,178	\$93,458	\$95,794
6.5	\$89,710	\$93,298	\$95,631	\$98,022

D.1.3 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.

Classification Level	2021 Annual Salary Full Time	2022 Annual Salary Full Time	2023 Annual Salary Full Time	2024 Annual Salary Full Time
Level 1				
1.1	\$42,659	\$44,366	\$45,475	\$46,612
1.2	\$43,913	\$45,670	\$46,811	\$47,982
1.3	\$45,168	\$46,974	\$48,149	\$49,352
Level 2				
2.1	\$45,797	\$47,629	\$48,820	\$50,040
2.2	\$47,051	\$48,933	\$50,156	\$51,410
2.3	\$48,931	\$50,889	\$52,161	\$53,465
2.4	\$50,814	\$52,847	\$54,168	\$55,522
2.5	\$52,695	\$54,803	\$56,173	\$57,577
Level 3				
3.2	\$54,579	\$56,762	\$58,181	\$59,636
3.3	\$56,460	\$58,718	\$60,186	\$61,691
3.4	\$58,342	\$60,676	\$62,193	\$63,747
3.5	\$60,224	\$62,633	\$64,199	\$65,804
Level 4				
4.2	\$62,107	\$64,591	\$66,206	\$67,861
4.3	\$63,989	\$66,548	\$68,212	\$69,917
4.4	\$65,872	\$68,506	\$70,219	\$71,975
4.5	\$67,754	\$70,464	\$72,225	\$74,031
Level 5				
5.2	\$69,635	\$72,421	\$74,231	\$76,087

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5.3	\$71,516	\$74,377	\$76,236	\$78,142
5.4	\$73,399	\$76,335	\$78,244	\$80,200
5.5	\$75,280	\$78,291	\$80,249	\$82,255
Level 6				
6.2	\$77,163	\$80,250	\$82,256	\$84,312
6.3	\$79,045	\$82,207	\$84,262	\$86,368
6.4	\$80,928	\$84,165	\$86,269	\$88,426
6.5	\$82,809	\$86,121	\$88,274	\$90,481

- (a) The above rates of pay are calculated on the basis of 48/52 of the rates of pay contained in Sch.D.1.2.
- (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.1.4 Annual rate of pay (46/52)

The following rates of pay apply to General Staff Members, who are only required to work 41 weeks of the year. The rates are inclusive of the entitlement to 5 weeks annual leave and annual leave loading. The rates of pay apply from the first pay period commencing on or after 1 January of each year.

Classification Level	2021 Annual Salary Full Time	2022 Annual Salary Full Time	2023 Annual Salary Full Time	2024 Annual Salary Full Time
Level 1				
1.1	\$40,741	\$42,370	\$43,429	\$44,515
1.2	\$41,939	\$43,616	\$44,707	\$45,824
1.3	\$43,136	\$44,861	\$45,983	\$47,132
Level 2				
2.1	\$43,737	\$45,487	\$46,624	\$47,789
2.2	\$44,933	\$46,731	\$47,899	\$49,096
2.3	\$46,732	\$48,601	\$49,816	\$51,061
2.4	\$48,530	\$50,471	\$51,733	\$53,026
2.5	\$50,326	\$52,339	\$53,647	\$54,989
Level 3				
3.2	\$52,124	\$54,209	\$55,564	\$56,954
3.3	\$53,921	\$56,078	\$57,480	\$58,917

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3.4	\$55,719	\$57,948	\$59,397	\$60,882
3.5	\$57,516	\$59,817	\$61,312	\$62,845
Level 4				
4.2	\$59,313	\$61,686	\$63,228	\$64,809
4.3	\$61,110	\$63,554	\$65,143	\$66,772
4.4	\$62,910	\$65,427	\$67,062	\$68,739
4.5	\$64,706	\$67,294	\$68,976	\$70,701
Level 5				
5.2	\$66,504	\$69,164	\$70,894	\$72,666
5.3	\$68,301	\$71,033	\$72,809	\$74,629
5.4	\$70,097	\$72,901	\$74,723	\$76,591
5.5	\$71,895	\$74,771	\$76,640	\$78,556
Level 6				
6.2	\$73,693	\$76,640	\$78,556	\$80,520
6.3	\$75,490	\$78,510	\$80,472	\$82,484
6.4	\$77,288	\$80,379	\$82,389	\$84,448
6.5	\$79,085	\$82,248	\$84,305	\$86,412

D.1.5 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.1.6 Junior General Staff Members

A Junior General Staff Member classified at Level 1 or 2 is to be paid at the following percentage of the appropriate adult rate for the position performed.

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

Schedule E — General Staff Member 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 \$75 per night for the first four consecutive nights. A rate of \$95 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 2022 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 Sch.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 \$17.50 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 Sch.E.1.

E.5 Uniform/protective clothing allowance

E.5.1 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 provide the uniform or protective clothing.

E.5.2 Where a General Staff Member is required to work in the rain they will be supplied with adequate rainproof clothing.

E.6 Vehicle allowance

E.6.1 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.6.2 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 Member Classifications, other than Music Tutors

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

(iii) **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
- 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

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- 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) **Wellbeing services**
- Providing first aid services, as the designated first aid officer in the school
 - **Occupational equivalent:** First Aid Officer
- (iv) **School administration services**
- 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
- (v) **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
- 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

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- 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
- Entering financial data into computers and preparing financial and management reports for review and authorisation
- Preparing and processing payroll within routines, methods and procedures

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- 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

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- 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
- 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
- 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) **Sports administration services**

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

Schedule G – Salaries and Classifications for Music Tutors

G.1 Classification – Music Tutors

G.1.1 A Music Tutor will be classified at either Level 4.5, Level 5.5 or Level 6.5

Classification Level	Qualifications and Experience
Level 4.5	A music tutor with little to no experience teaching students and does not hold a recognised teaching or music tertiary qualification
Level 5.5	A music tutor with over five years of experience teaching students and does not hold a recognised teaching or music tertiary qualification
Level 6.5	A VIT registered teacher or a tutor with ten or more years experience teaching students A tutor with a Bachelor of Music (or higher tertiary qualification) from a recognised institution

G.1.2 On appointment, a Music Tutor will be classified and placed on the appropriate level, according to their qualifications and teaching experience.

G.1.3 A Music Tutor will progress to the next level when they have obtained the necessary qualifications and/or experience applicable to that level.

G.1.4 Where a Music Tutor has completed further teaching experience with another employer (for example during unpaid leave) or additional qualifications after commencement of employment, they will be entitled to be classified accordingly and back paid from the date of completion of the experience or qualifications, provided the Music Tutor provided satisfactory evidence to the School within 3 months of completion. In all other cases the Music Tutor will be classified and paid from the date satisfactory evidence is provided.

G.2 Salaries – Music Tutors (other than Sessional Staff Members)

G.2.1 Woodleigh School will pay an adult Full-Time Music Tutor not less than the annual rate of pay specified for the Music Tutor’s classification prescribed by the following table, which is inclusive of annual leave loading, from the first pay period commencing on or after 1 January of each year.

G.2.2 The following rates of pay are based on a 46 week year (to take account of 41 term weeks, 5 weeks of annual leave and 6 weeks of leave without pay).

Annual rates of pay (46/52)

Classification Level	2021 Annual Salary Full Time	2022 Annual Salary Full Time	2023 Annual Salary Full Time	2024 Annual Salary Full Time
Level 4.5	\$64,706	\$67,294	\$68,977	\$70,701
Level 5.5	\$71,895	\$74,771	\$76,640	\$78,556
Level 6.5	\$79,085	\$82,249	\$84,305	\$86,412

G.3 Sessional Staff Member hourly rates of pay

G.3.1 Woodleigh School will not pay less than the Victorian Music Teachers Association (VMTA) hourly rates of pay to a Sessional Staff Member.

G.3.2 In 2021, the VMTA hourly rate of pay is \$80 per hour. This rate of pay is inclusive of any loading or overtime rate of pay which would otherwise be payable for the hours worked by a Sessional Staff Member.

EXECUTED as an agreement this 14th day of February 2022

EMPLOYER REPRESENTATIVE

Signed: 

Date: 9.2.22

Name in full (printed): DAVID JOHN BAKER

Position title: PRINCIPAL, WOODLEIGH SCHOOL

Authority to sign explained: 

Address: 485 GOLF LINKS Rd, LANGWARRIN STH.

Witnessed by: 

Witness name in full: Lauren Green

Witness address: 485 Golf Links Rd, Langwarrin South

EMPLOYEE REPRESENTATIVES

Signed: 

Date: 9.2.2022

Name in full (printed): Myfanwy FAROUHARSON

Position title: IEU VicTas Sub-Branch Representative

Authority to sign explained: " " 

Address: 485 Golf Links Road, Langwarrin South

Witnessed by: 

Witness name in full: Lauren Green

Witness address: 485 Golf Links Rd, Langwarrin South

Signed: *Andrea Khoza*

Date: *10/2/22*

Name in full (printed): *Andrea Khoza*

Position title: *Deputy Head, Penbank Campus*

Authority to sign explained: *EBA representative AK*

Address: *4 Glendenning Crk, Frankston*

Witnessed by: *(Signature)*

Witness name in full: *Lauren Green*

Witness address: *485 Golf Links Rd, Langwarrin Sth 3911*

Signed: *OTakacs*

Date: *10/2/2022*

Name in full (printed): *Clivia Takacs*

Position title: *Year 2 teacher*

Authority to sign explained: *EBA representative OT*

Address: *87 Highbury Road, Tootgarook 3941*

Witnessed by: *(Signature)*

Witness name in full: *Lauren Green*

Witness address: *485 Golf Links Rd, Langwarrin Sth VIC 3911*

Signed: 

Date: 10/2/22

Name in full (printed): Georgina Kathryn Sipcic

Position title: Education Support Co-Ordinator

Authority to sign explained: 

Address: 3 Minumbah Court, Frankston Sth 3199

Witnessed by: 

Witness name in full: Lauren Green

Witness address: 485 Golf Links, Road Langwarrin Sth.

Signed: 

Date: 11/2/22

Name in full (printed): GARY BRUCE SIMPSON

Position title: DIRECTOR OF BMWR

Authority to sign explained: 

Address: 485 Golf Links Rd Langwarrin Sth 3911

Witnessed by: 

Witness name in full: Lauren Green

Witness address: 485 Golf Links Rd, Langwarrin Sth 3911

Signed: 

Date: 14/2/2022

Name in full (printed): Tessa Pizzey

Position title: Enrolments Officer

Authority to sign explained: EBA representative 

Address: 460 Mornington-Tyabb Rd, Moorooduc

Witnessed by: 

Witness name in full: Lauren Green

Witness address: 485 Golf Links Rd, Langwarrin Sth.

EXECUTED as an agreement this 14th day of February 2022

EMPLOYER REPRESENTATIVE

Signed: 

Date: 9.2.22

Name in full (printed): DAVID JOHN BAKER

Position title: PRINCIPAL, WOODLEIGH SCHOOL

Authority to sign explained: 

Address: 485 GOLF LINKS Rd, LANGWARRIN STH. VIC 3911

Witnessed by: 

Witness name in full: Lauren Green

Witness address: 485 Golf Links Rd, Langwarrin South VIC 3911

EMPLOYEE REPRESENTATIVES

Signed: 

Date: 9.2.2022

Name in full (printed): Myfanwy FAROUHARSON

Position title: IEU VicTas Sub-Branch Representative

Authority to sign explained: " " 

Address: 485 Golf Links Road, Langwarrin South VIC 3911

Witnessed by: 

Witness name in full: Lauren Green

Witness address: 485 Golf Links Rd, Langwarrin South VIC 3911

Signed: *Andrea Khoza*

Date: *10/2/22*

Name in full (printed): *Andrea Khoza*

Position title: *Deputy Head, Penbank Campus*

Authority to sign explained: *EBA representative AK*

Address: *4 Glendenning Crk, Frankston VIC 3199*

Witnessed by: *(Signature)*

Witness name in full: *Lauren Green*

Witness address: *485 Golf Links Rd, Langwarrin Sth. VIC 3911*

Signed: *Olivia Takacs*

Date: *10/2/2022*

Name in full (printed): *Olivia Takacs*

Position title: *Year 2 teacher*

Authority to sign explained: *EBA representative. OT*

Address: *87 Highbury Road, Tootgarook VIC 3941*

Witnessed by: *(Signature)*

Witness name in full: *Lauren Green*

Witness address: *485 Golf Links Rd, Langwarrin Sth VIC 3911*

Signed: 

Date: 10/2/22

Name in full (printed): Georgina Kathryn Sipcic

Position title: Education Support Co-Ordinator

Authority to sign explained: 

Address: 3 Minambah Court, Frankston Sth VIC 3199

Witnessed by: 

Witness name in full: Lauren Green

Witness address: 485 Golf Links, Road Langwarrin Sth. VIC 3911

Signed: 

Date: 11/2/22

Name in full (printed): GARY DRUCE SIMPSON

Position title: DIRECTOR OF BMWR

Authority to sign explained: 




Address: 485 Golf Links Rd Langwarrin Sth VIC 3911

Witnessed by: 

Witness name in full: Lauren Green

Witness address: 485 Golf Links Rd, Langwarrin Sth VIC 3911

Woodleigh School Agreement 2022-2024

Signed: 
Date: 14/2/2022
Name in full (printed): Tessa Pizzey
Position title: Enrolments Officer
Authority to sign explained: EBA representative 
Address: 460 Mornington-Tyalds Rd, Moorooduc VIC 3933
Witnessed by: 
Witness name in full: Lauren Green
Witness address: 485 Golf Links Rd, Langwarrin Sth. VIC 3911

IN THE FAIR WORK COMMISSION

FWC Matter No.:
AG2022/366

Applicant: Woodleigh School
485 Golf Links Road
Langwarrin South VIC 3911

Section 185 – Application for approval of a single enterprise agreement

Undertaking – Section 190

I, David Baker, Principal have the authority given to me by Woodleigh School to give the following undertakings with respect to the Woodleigh School Agreement 2022-2024 ("the Agreement"):

1. In addition to the requirements set out in clause 46.3(d) of the Agreement, at the time of engagement the employer and the part-time general staff employee will agree in writing on a regular pattern of work specifying the hours worked each day, which days of the week the employee will work, and the actual starting and finishing times each day.
2. A casual general staff employee who is required to work overtime, will be paid the applicable overtime rate as per clause 56.1(a) of the Agreement and the casual loading of 25%.
3. No general staff employee is required to work in conditions that would entitle the employee to the tool, uniform or laundry allowance under the *Educational Services (Schools) General Staff Award 2020*.

These undertakings are provided on the basis of issues raised by the Fair Work Commission in the application before the Fair Work Commission.



Signature

07/03/22
Date

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**Join the IEU
online today**

ieuvictas.org.au/join

This Agreement was won through the solidarity and collective strength of IEU members in this workplace.

The IEU is the collective voice and leading advocate for staff in Victorian independent schools. We've achieved higher wages and better conditions, enforceable consultation provisions, paid parental leave, improved employment security and better salaries for Education Support staff.

These wins have come through active member campaigns, Agreement negotiations, and robust enforcement of conditions. We continue to fight to improve the working lives and professional development of teachers and education support staff.

