



DECISION

Fair Work Act 2009
s.185—Enterprise agreement

Helena College Council Inc T/A Helena College
(AG2022/4787)

HELENA COLLEGE COUNCIL (INC) COLLECTIVE AGREEMENT 2022

Educational services

COMMISSIONER PLATT

ADELAIDE, 1 DECEMBER 2022

Application for approval of the Helena College Council (Inc) Collective Agreement 2022

[1] An application has been made for approval of an enterprise agreement known as the *Helena College Council (Inc) Collective Agreement 2022* (the Agreement) pursuant to s.185 of the *Fair Work Act 2009* (the Act) by Helena College Council Inc T/A Helena College (the Applicant). The agreement is a single enterprise agreement.

[2] The matter was allocated to my Chambers on 24 November 2022.

[3] On 28 November 2022, I conducted a telephone conference with the parties to seek clarification about aspects of the Agreement and invited the Applicant to address these matters including through the provision of an undertaking.

[4] The Agreement was not lodged within 14 days after it was made. The Applicant provided a submission explaining that the Agreement was lodged late as a result of the company experiencing staff shortages due to COVID-19 absences in a period of high workload. Pursuant to s.185(3)(b) of the Act I consider it fair to extend the time for making this application to 17 November 2022.

[5] The Applicant has submitted an undertaking in the required form dated 29 November 2022. The undertaking clarifies the classification matching for Teachers under the Agreement in relation to the *Educational Services (Teachers) Award 2020* (the Award) and amends the salary scale for Level Four Education Assistants to ensure that the Agreement passes the better off overall test (BOOT). The amended rates can be seen in the undertaking attached to the Agreement.

[6] A copy of the undertaking has been provided to the bargaining representative and I have sought their views in accordance with s.190(4) of the Act. The bargaining representative did not object to the undertaking.

[7] The undertaking appears to meet the requirements of s.190(3) of the Act and I have accepted it. As a result, the undertakings are taken to be a term of the Agreement.

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

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

[10] The Agreement is approved and, in accordance with s.54 of the Act, will operate from 7 days after the date of approval of the Agreement. The nominal expiry date is 31 December 2024.



COMMISSIONER

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



**HELENA COLLEGE COUNCIL (INC)
COLLECTIVE
AGREEMENT 2022**

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Part 1: Application and Operation

1. TITLE

This agreement shall be known as the Helena College Council (Inc) Collective Agreement 2022 (the Agreement) and is a single enterprise agreement made pursuant to s. 172(2) of the Fair Work Act 2009 (the Act)

2. COMMENCEMENT AND OPERATION

2.1 The Agreement will come into operation seven days after being approved by the Fair Work Commission (FWC), in accordance with s. 54 of the Act

2.2 The nominal expiry date of the Agreement is 31 December 2024

2.3 The terms and conditions of this agreement shall remain in place until a subsequent agreement is registered or this agreement is canceled.

2.4 For the term of this agreement teaching staff salaries will be set in the first pay period in January of each year and Helena College will commit to maintaining the wages of Teaching Staff at 2% above the current Department of Education, Western Australia, salary scales. Helena College will commit to maintaining the wages of Non-Teaching Staff at 2% above the comparative Catholic Education Commission Western Australia, salary scales. Salary adjustments will be made in accordance with annual budget timetabling. The fortnightly payments will include the annual leave loading increments in line with Department of Education salary scale. Non-Teaching Staff where their wages are more than 2.0% above the comparative CECWA wage, the increase offered will be 50% of the increase offered by CECWA until the time that their wage reaches a margin of 2.0%.

2.5 For the term of this agreement, no employee will suffer a reduction in salary for any reason/s as contained in this agreement.

3. DEFINITIONS AND INTERPRETATION

(a) "Act" means the Fair Work Act 2009 (Cth) including Regulations made under the Act.
(b) "AITSL" means the Australian Institute for Teaching and School Leadership.
(c) "Awards" means the Awards listed in clause 5 of this Agreement
(d) "The College" means Helena College Inc
(e) "Commission" means the Fair Work Commission or its successor.
(f) "Employee" means any person employed by the School who is employed to perform work of a kind described in the classifications contained in this Agreement
(g) "Employer" means Helena College Council (Inc)
(h) "Enrolment" in respect of a particular year, means enrolment as at the Commonwealth Government's August census in the preceding year.
(i) "FTE" means full time equivalent
(j) "FWC" means Fair Work Commission
(k) "Member of the Household" means any person who lives with the employee; they don't need to be a relative.

<p>(l) “NES” means the National Employment Standards as contained in sections 59 to 131 of the Fair Work Act 2009 (Commonwealth). Where this Agreement refers to a condition of employment provided of in the NES, the NES definition applies</p>
<p>(m) “Immediate family” means:</p> <p>(a) a spouse, de facto partner, child, parent, grandparent, grandchild or sibling of the employee; or</p> <p>(b) a child, parent, grandparent, grandchild or sibling of a spouse or de facto partner of the employee.</p> <p>The employee does not need to live with their immediate family member for them to meet the definition.</p>
<p>(n) “Non-Term weeks” means the weeks, or part thereof, in the school year that students are not required to attend school.</p>
<p>(o) “Ordinary rate of pay” means the current weekly rate for an employee as prescribed in this Agreement plus:</p> <p>a. any regular weekly over-Agreement payments;</p> <p>b. any position of leadership allowance which is paid on a regular and continuing basis;</p> <p>c. any penalties or allowances in the nature of salary; but does not include:</p> <p>d. any overtime;</p> <p>e. any travel allowance;</p> <p>f. any other allowances that are not in the nature of salary.</p> <p>g. For the avoidance of doubt, where an employee elects to access salary packaging provided by the employer, the employee’s ordinary rate of pay will not be altered.</p> <p>(p) “School Year” means the period from the commencement of the first day of January in any year to the 31 of December of that year.</p> <p>(q) “Term weeks” means the weeks, or part thereof, in the school year that students are required to attend school and designated student free days as set out in the school calendar</p> <p>(r) “Union” means the Independent Education Union of Australia.</p> <p>(s) “Weekly rate of pay” means the annual salary as specified in the schedules to this</p> <p>(t) Agreement divided by 52.16.</p>

4. COVERAGE

- 4.1 This Agreement shall apply to:
- i. Helena College Council Inc,
 - ii.all staff who are employed by Helena College Council Inc in Western Australia
- 4.2 This Agreement shall not apply to:
- i. The Principal, and
 - ii.The Deputy Principals, Head of Junior School and Business Manager however so called.

5. RELATIONSHIP TO THE AWARDS

- The Agreement shall be read in conjunction with the following Awards:
- i. The Educational Services (Teachers) Award 2020 and

ii. The Educational Services (Schools) General Staff Award 2020

It is the intention of the parties to this Agreement to incorporate the above Awards into the Agreement.

Where an inconsistency arises or exists between the terms of this agreement and those set out in the relevant Award(s), the terms of this Agreement shall prevail to the extent of any inconsistency.

It is the intent of the Parties to this Agreement that the pre-existing terms and conditions that existed immediately prior to the operation of this agreement (that are not contained in this Agreement) will be preserved.

These terms and conditions were contained in the Helena College (Inc) Collective Agreement 2018.

6. NO REDUCTION OR FURTHER CLAIMS

- 6.1 Nothing contained herein shall entitle the Employer to reduce the salary or conditions of an employee which prevailed prior to entering into this Agreement.
- 6.2 The Employer and the Employees agree that the Salary and Conditions provided by this Agreement are settlement of all existing claims made by the Employer and the Employees
- 6.3 It is a condition of this agreement that no further claims with respect to salaries or conditions will be made prior to the expiry date set out in clause 2.2.

7. THE NATIONAL EMPLOYMENT STANDARDS

- 7.1 The National Employment Standards (NES) in Part 2-2 of the Act are the minimum entitlements of employees, covered by this Agreement. This Agreement may provide 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. AGREEMENT FLEXIBILITY

- 8.1 An employer and employee covered by this enterprise agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the agreement if:
 - i. the agreement deals with 1 or more of the following matters:
 - a arrangements about when work is performed;
 - b Face to face teaching hours;
 - c Co-curricular duties;
 - d Pastoral care duties

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

Part 2: Consultation and Dispute Resolution

9. Consultation

9.1 This term applies if the employer:

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

Major change:

9.2 For a major change referred to in paragraph (9.1)(i.):

- i. the employer must notify the relevant employees and their union/s of the decision to introduce the major change; and
- ii. subclauses (9.3) to (9.9) apply.

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

9.4 If:

- i. a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
- ii. the employee or employees advise the employer of the identity of the representative; the employer must recognise the representative.

9.5 As soon as practicable after making its decision, the employer must:

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

9.6 However, the employer is not required to disclose confidential or commercially sensitive information to the relevant employees and their union/s.

9.7 The employer must give prompt and genuine consideration to matters raised about the major change by the relevant employees and their union/s.

9.8 If a term in this agreement provides for a major change to production, program, organisation, structure or technology in relation to the enterprise of the employer, the

requirements set out in paragraph (9.2)(i) and subclauses (9.3) and (9.5) are taken not to apply.

- 9.9 In this term, a major change is likely to have a significant effect on employees if it results in:
- i. the termination of the employment of employees; or
 - ii. a major change to the composition, operation or size of the employer's workforce or to the skills required of employees; or
 - iii. the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
 - iv. the alteration of hours of work; or
 - v. the need to retrain employees; or
 - vi. the need to relocate employees to another workplace; or
 - vii. the restructuring of jobs.

9.10 For a change referred to in paragraph (9.1)(ii):

- i. the employer must notify the relevant employees and their union/s of the proposed change; and
- ii. subclauses (9.11) to (9.15) apply.

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

9.12 If:

- i. a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
- ii. the employee or employees advise the employer of the identity of the representative; the employer must recognise the representative.

9.13 As soon as practicable after proposing to introduce the change, the employer must:

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

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

9.15 The employer must give prompt and genuine consideration to matters raised about the change by the relevant employees.

9.16 In this term:

relevant employees means the employees who may be affected by a change referred to in subclause (9.1).

10. Dispute Resolution

10.1 If a dispute relates to:

- i. a matter arising under the agreement; or
- ii. the National Employment Standards; this term sets out procedures to settle the dispute.

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

10.3 In the first instance, the parties to the dispute must try to resolve the dispute at the workplace level, by discussions between the employee or employees and relevant supervisors and/or management.

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

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

- i. the Fair Work Commission will first attempt to resolve the dispute as it considers appropriate, including by mediation, conciliation, expressing an opinion or making a recommendation; and
- ii. if the Fair Work Commission is unable to resolve the dispute at the first stage, the Fair Work Commission may then:
 - a. arbitrate the dispute; and
 - b. make a determination that is binding on the parties.
 - c. Notwithstanding the above, should the dispute be unable to be resolved following (a) above, any party to this agreement shall have the right to refer the dispute for arbitration by the FWC.

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

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

10.6 While the parties are trying to resolve the dispute using the procedures in this term:

- i. an employee must continue to perform his or her work as he or she would normally unless he or she has a reasonable concern about an imminent risk to his or her health or safety; and
- ii. an employee must comply with a direction given by the employer to perform other available work at the same workplace, or at another workplace, unless:
 - a. the work is not safe; or
 - b. applicable occupational health and safety legislation would not permit the work to be performed; or

- c. the work is not appropriate for the employee to perform; or
- d. there are other reasonable grounds for the employee to refuse to comply with the direction.

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

Part 3: Conditions of Employment

11. Modes of Employment

11.1 The College may employ an employee in a Full-Time, Part-Time, Fixed-Term or Casual capacity. A full time or part time employee may be fixed term or permanent.

11.2 Full-Time Employees

- i. Teachers and Teacher's Assistants shall be allowed the holidays granted by the school (4 weeks of annual leave and 8 weeks of non-contact), including term and Christmas Vacations, without deduction of pay. All other Full-time, Part-Time or Fixed-Term employees may be employed with four weeks or more annual leave or School Holidays as specified in the letter of offer.
- ii. The College may direct an employee to perform such duties as are within the limits of the employee's skill, competence and training.
- iii. A full time employee is someone who is employed on a full-time basis working the maximum number of hours per week or being on a Full Time Equivalent (FTE) of 1.0. Please refer to Clause 15 for Ordinary Hours worked.
- iv. The number of Teaching weeks is to be one (1) week less than the equivalent number of Teaching weeks for DET in the given calendar year.

11.3 Part-Time Employees

- i. A part-time employee is someone who is employed on less hours than a full time employee. A part-time employee shall receive pro-rata entitlements such as payment for sick leave, long service leave and annual leave.
- ii. It is expected that Part-Time Employees will attend staff conference days and College organised professional learning. When they attend outside their normal hours of work they will be paid in ordinary hour's rate of pay for the time attended, or by agreement with the Principal, be credited with time in lieu. Should the additional hours required to be worked by a part time Non-Teaching Employee, exceed the ordinary working hours as specified under their respective classification, the Employer will make payment in accordance with clause 15.3 (iii) of this Agreement. Ordinary working hours for Education Assistants are deemed to be 7.60 hours per day and 38 hours per week and for Administrative and Technical Officer, Facilities Officer and Domestic Employees are deemed to be 7.5 hours per day and 37.5 hours per week.

11.4 Casual Employee

A casual employee is someone who works on a casual basis and is entitled to a casual loading in addition to the standard rate of pay and **shall not** be eligible to any of the following provisions contained in this agreement including:

- i. Paid sick leave, carer's leave and private business leave
- ii. Paid compassionate leave
- iii. Annual leave or School Holidays
- iv. Public holidays
- v. Redundancy
- vi. Enrolment Preference

11.5 Fixed-Term Employees

A fixed-term employee is someone who is employed as either part time or full time for a fixed period of time. A fixed-term employee is entitled to the benefits of this Agreement as that of a permanent staff member with the exception of redundancy at the end of their tenure and notice at the end of their tenure.

12 LETTER OF EMPLOYMENT

Each employee shall, upon engagement, be given a letter of appointment wherein the general conditions of appointment are stated.

This shall include statements of the classification and the salary step relevant to the appointment, hours of work, FTE and the number of weeks of work per year, excluding annual leave, for which the employee has been engaged and the expectations as per respective Position Description provided upon appointment and conditions as contained in this Agreement.

The conditions stated in the letter of appointment shall, while the employment continues, be observed by the parties and shall not be subject to any alteration of significance without the consent of the teacher.

The employee will give their commitment to the values of the College and agree to uphold all of the current policies and practices including the Code of Conduct.

13. PROBATIONARY EMPLOYMENT

The employment of all employees is contingent on the satisfactory completion of a six (6) month probationary period unless otherwise stated in the letter of offer of employment and/or at the discretion of the Principal, a probationary period for teachers, new to the school, may be extended for a further period of six (6) months.

14. PROFESSIONAL DEVELOPMENT

- i. All employees shall be committed to ensure that they undertake regular and appropriate professional development and keep up with curriculum, pedagogy (teaching methodology) and technology changes.

- ii. Professional Development shall be identified as part of the employee's performance and development appraisal process.
- iii. Professional Development funded by the College must be approved by the College in advance.

15. ORDINARY HOURS OF WORK

15.1 Teachers

- i The ordinary hours of work for an employee during term weeks are variable. In return, a teacher is not generally required to attend for periods of time when the students are not present (Non term weeks), subject to the needs of the College with regard to professional development, student free days and other activities requiring the teacher's attendance.
- ii In addition, a teacher is required to work such reasonable additional hours as are necessary to perform the Teacher's duties.

15.2 Education Assistants

The ordinary hours of duty for a full time teacher/education assistant shall be 32.5 hours per week Monday to Friday between the hours of 7.00am and 6.00pm. Hours of work may, by mutual agreement, be longer but no more than an average of 38 hours per week. All teachers' education assistants shall be allowed an unpaid meal break of not less than thirty minutes per day.

15.3 All other Employees

- i The ordinary hours of duty for a full time employee (other than teachers & education assistants) shall in accordance with the relevant Award be a maximum of 37.5 hours or 38.0 hours per week Monday to Friday between 7.00am and 6.00pm. All employees shall be allowed an unpaid meal break of not less than thirty minutes per day.
- ii All authorised time worked beyond an employee's ordinary number of working hours, shall be deemed overtime.
- iii Overtime shall be paid at the rate of time and one half for the first three (3) hours and then double time thereafter or at an amount agreed to with individual employees.
- iv By agreement with the employee, overtime may be taken as time in lieu on the same basis as any applicable overtime. The time in lieu will be used, where possible, within the calendar year of it being accrued.

16. STAFF COUNSELLING

The provision of Staff counselling will be made available as per the College's Policy Document.

17. LEAVE

17.1 PERSONAL LEAVE

- i The provisions of this clause apply to full-time, part-time employees (on a pro-rata basis) but do not apply to casual employees.

- ii A full-time employee accrues personal leave on a pro rata fortnightly basis at the rate of twelve and one half (12.5) days per annum based on their ordinary number of hours per week. Personal leave shall accrue progressively throughout each year of service. Any unused portion of personal leave shall accrue from year to year.
- iii A part-time employee is eligible to accrue personal leave on a pro-rata basis to that of a full-time equivalent.
- iv All absences for personal leave shall be deducted from an employee's personal leave accruals.
- v Payment for personal leave shall be made at the employee's ordinary rate of pay.
- vi An employee will advise the College as soon as reasonably practicable of the inability to attend work, the nature of the illness or injury and the estimated duration of the absence.
- vii A staff member who claims an entitlement under this clause shall provide to the College a Medical Certificate or Statutory Declaration after having 2 or more continuous working days off, that would satisfy a reasonable person of the entitlement.
- viii An employee (other than a teacher or teacher assistant) who suffers personal ill health or injury whilst on annual leave may be paid sick leave in lieu of annual leave subject to:
 - (i) providing a medical certificate stating the illness or injury;
 - (ii) the portion of annual leave coinciding with the paid sick leave is to be taken at a time agreed by the College and employee or will be added to the next period of annual leave; or if termination occurs before then, be paid for in accordance with the annual leave provisions of this Agreement;
 - (iii) payment for replaced annual leave will be at the rate of wage applicable at the time the leave is subsequently taken provided that the annual leave loading prescribed in the annual leave clause will be deemed to have been paid with respect to the replaced annual leave.
- ix This clause will not apply where the employee has claimed compensation under the Workers' Compensation and Rehabilitation Act 1981 (WA).
- x The submission of a leave form is required for personal leave days and supporting evidence from a medical practitioner or a statutory declaration should be provided for leave of 2 or more continuous working days off.
- xi Where employees have exhausted all paid sick leave entitlements, they are entitled to take unpaid leave to care for members of their immediate family or household, at the discretion of the College

xii Personal Leave entitlements can be taken:

- i. As sick leave - for personal illness or injury;
- ii. As carer's leave - to care for members of their immediate family or household:
 - a. Before taking carer's leave, an employee must, wherever practicable, give the College notice prior to the absence of the intention to take carer's leave.
 - b. The notice must include:
 - i. The name of the person requiring care and support and her or his relationship to the employee;
 - ii. The reasons for taking the leave; and
 - iii. The estimated length of absence.
 - c. If it is not practicable for the employee to give prior notice of absence, the employee must notify the College by telephone at the first opportunity on the day of the absence.
- iii. private business leave - for urgent private business.
 - a. An employee is entitled to use personal leave to attend to urgent private business leave subject to the private business being:
 - i. to attend to legal or financial appointments which cannot reasonably be scheduled outside working hours,
 - ii. the day of moving house,
 - iii. to attend a weekday wedding as part of the official wedding party,
 - iv. other private business applied to the Principal (for Teaching Staff) or Business Manager (for Non-Teaching Staff) and granted at their discretion.
 - b. An employee can take a maximum of three (3) days per annum for private business leave.
- iv. Family and Domestic Violence Leave.

An employee (and support person) experiencing family and domestic violence will have access to their accrued Personal Leave to attend legal proceedings, counselling, appointments with a medical or legal practitioner, relocation, the making of safety arrangements and other activities for themselves and their family that are associated with the experience of family and domestic violence.

Helena College agrees to appoint a suitably trained person as the College contact person and will ensure the employee has access to

Workplace EAP and full confidentiality will be maintained with respect to any contact made.

17.2 SPECIAL LEAVE

- i An employee shall, on sufficient cause being shown, be granted special leave with pay.
- ii “Sufficient cause” is defined as a matter or situation for which:
 - (a) no other paid leave is available,
 - (b) no other arrangements can reasonably be made,
 - (c) the absence from duty is required due to pressing necessity.
 - (d) Domestic Violence Leave
- iii The period determined at the discretion of the College having regard to all the circumstances would not normally exceed three (3) days in any one instance.
- iv Such discretion is not to be harshly or unfairly exercised.
- v Special leave applied to the Principal (for Teaching and Non-Teaching Staff) and granted at Principal’s discretion.

17.3 COMMUNITY SERVICE LEAVE

An employee is entitled to Community Service Leave for activities such as:

- i jury service (including attendance for jury selection),
- ii if the activity deals with an emergency or natural disaster,
 - (a) the employee must engage in the activity on a voluntary basis,
 - (b) the employee should be a member of, or have a member-like association with, the recognised emergency management body
 - (c) the community body requests the employee to engage in the activity, or it would be reasonable to expect that such a request would have been made if circumstances had permitted.
- iii attendance of defence force reserve requirements

Other than jury service, time taken for Community Service Leave must be agreed between the employee and the College prior to commencement of the leave. This should be in writing from the College and signed by the employee.

Other than jury service, time taken for Community Service Leave will be leave without pay.

17.4 JURY DUTY LEAVE

- i The college will comply with the Western Australian Jury’s Act (1957) (as currently in force) to reimburse staff (other than casual staff) the difference between the amount

paid to the employee in respect of jury duty and the employee's ordinary rate of pay during the period of leave.

17.5 COMPASSIONATE LEAVE

- i An employee is entitled to three (3) days of compassionate leave on each occasion, to spend with a member of their immediate family or household who has sustained a life-threatening illness or injury. Compassionate leave may also be taken after the death of a member of the employee's immediate family or household. Please refer to 'Carer's Leave' for the definition of 'immediate family'.
- ii An employee may take compassionate leave for each occasion as:
 - (i). A single continuous three (3) day period or
 - (ii). Any separate periods to which the employee and the College agree.
- iii Compassionate leave shall be in addition to any personal leave accrued/taken by the employee.

17.6 LEAVE WITHOUT PAY

- i The College may issue an employee leave without pay for up to one (1) year upon application which must include the reason for such leave and the period sought and will be at the discretion of the Principal. An employee applying for leave under this clause must state the period of such leave and the reason for which the leave is being sought.
- ii Leave without pay does not involve loss of continuity of service for salary, sick leave and long service leave purposes. Any period exceeding two (2) weeks during which the employee is absent on leave without pay shall not be taken into account in calculating the period of service for any purpose of this Agreement up to eight (8) weeks. In the case of leave without pay, which exceeds eight (8) weeks in a continuous period, the entire period of that leave is exercised in full.
- iii If an employee is granted leave without pay, the question of the employee's specific duties on return to work should be considered before granting of such leave and any arrangements made documented. If no prior arrangement is made, an employee upon return to service shall be entitled to a position commensurate with the position held immediately prior to the commencement of such leave.
- iv The maximum period for which leave is granted under this clause shall be one (1) year. An extension may be granted at the discretion of the Principal.

17.7 LONG SERVICE LEAVE

- i Rate of Accrual
 - (a) All employees employed prior to 1 January 2011
 - (i) Notwithstanding the Long Service Leave provisions of the relevant industrial award, from 1 January 1995 an employee who has completed 8 years of

continuous service with a school shall be entitled to take 10.4 weeks leave on full pay corresponding with a complete term. Any proportion of leave not taken at this time may be accrued as leave entitlement which may be taken at any time from then on.

(ii) For those employees who have completed eight years of service, then for each subsequent year of service, leave will accrue at the rate of 1.667 weeks per year of service. This can be taken after a further 6 years of continuous service and when an entitlement of ten (10) weeks has accrued.

(b) All employees employed after 1 January 2011

(i) From the commencement of this agreement long service leave will be accrued at the rate of 1.3 weeks per year of service and an employee is entitled to take 10.4 weeks long service leave upon the completion of 8 years of continuous service.

(ii) For each subsequent complete year of service, leave will accrue at the rate of 1.3 weeks per year of service. This can be taken after a further eight (8) years of continuous service and when an entitlement of 10.4 weeks has accrued

(iii) The long service leave accrued balances for the various categories of employees up to the commencement of this agreement remain as calculated on the old accrual rates applicable to each category.

ii The process required for the taking of leave shall be as follows:

(a) Long Service Leave unless otherwise agreed and authorised by the College, shall be taken within two (2) years of the entitlements being accrued following either eight (8) or six (6) years of service (where applicable for employees engaged prior to 2011).

(b) the employee shall advise the employer 12 months prior to the commencement date of the proposed leave of their intention or otherwise to take leave. In exceptional circumstances a notice period of 2 weeks prior to commencement of proposed leave, will be supported.;

(c) The timing of taking of long service leave will be negotiated between the College and the employee and taken at a mutually convenient time

(d) where an agreement has been reached for the taking of long service leave and circumstances arise that necessitates an adjustment of such leave, then any request for the adjustment shall not be unreasonably withheld.

iii Taking leave: Long Service Leave may be taken:

(a) On full pay, or

(b) On half pay or quarter pay, in conjunction with approved Leave without pay.

(c) Extended for longer periods subject to negotiations between the College and the employee.

(d) With the agreement of the employer, an Employee may take accumulated long

service leave in minimum periods of one week.

- (e) The employer and employee are not prevented from entering into an agreement at any time, without the requirement to give notice as per sub clause (2)(b) allowing the Employee to take a series of short periods of leave of less than a week each time.

- iv Long service leave will not accrue during any periods of leave without pay including unpaid maternity and paternity leave.

- v An employee whose time fraction or working hours has varied during service is paid long service leave by calculating the average time fraction of hours over the period of eligible service.

- vi Accrued long service leave will be paid where an employee terminates after seven (7) years of service for any reason other than serious misconduct.

- vii An employee who while on long service leave is incapacitated due to illness or injury to themselves for a minimum period of 7 continuous days, is able to have this period drawn against accrued personal leave and re-credited to long service leave. This is subject to a medical certificate being provided to the employer to support this claim.

- viii An employee may make a written request to cash out an amount of long service leave after eight (8) or more years of continuous service.

17.8 Parental leave and related entitlements

17.8.1 Employees are entitled to parental leave in accordance with the NES.

N.B. There is also the capacity to provide 'Unpaid Special Parental Leave' as per the NES. The entitlement to Unpaid Special Parental Leave is not reduced by the amount of any Unpaid Special Parental leave taken by the employee while they are pregnant. The College requires evidence to support the request for Unpaid Special Parental Leave that would satisfy a reasonable person (e.g. a medical certificate).

17.8.2 Leave whilst on parental leave (paid or unpaid) is not recognized as qualifying service for placement on the next salary step.

Paid Parental Leave

17.8.3 A full or part-time Employee who has completed, before the expected date of birth (or date of placement in the case of adoption), at least 2 years continuous service, and has provided notice and evidence of intention to take parental leave as a primary carer in accordance with the NES, will be entitled to a top up for 14 weeks of the 18 weeks Government Paid

Parental Leave to her/his ordinary rate of pay, at the commencement of her/his parental leave.

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

- i. On a normal fortnightly pay cycle; or
- ii. In advance as a lump sum; or
- iii. At the rate of half-pay, paid fortnightly.

17.8.5 An Employee with at least 2 years continuous service at the College but who is not the primary carer is entitled to 1 weeks paid leave at the birth/ placement of the child.

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

17.8.7 Wherever possible, Employees, especially Teaching Staff are requested to commence and conclude their parental leave in line with term commencement and conclusion dates.

Subsequent Access to Helena College Paid Parental leave

17.8.8 Access to paid leave under Clause 17.8 for subsequent pregnancies is available, provided that the Employee returns to the workplace and completes a further period of a minimum 12 months' continuous service.

Federal Government Paid Parental Leave Scheme

17.8.9 Individuals eligible for the Federal Government Paid Parental Leave scheme will receive this payment in line with the requirements of the legislation as amended from time to time, currently being 18 week's pay at the Federal minimum wage.

17.8.10 Employees who qualify for the current Federal Government entitlement, or whatever replaces this scheme, and paid Parental leave under clause 17.8 will receive the Federal Government entitlement in addition to the paid leave provided by the College.

17.9. PUBLIC HOLIDAYS

- i For the purposes of this agreement the following are public holidays or any other gazetted public holidays:

New Year's Day, Australia Day, Good Friday, Easter Monday, Anzac Day, Labour Day, Western Australia Day, Sovereign's Birthday, Christmas Day and Boxing Day

- ii Where a public holiday prescribed by this agreement falls on a Saturday or a Sunday, such holiday will be observed on the next succeeding Monday and where Boxing Day falls on a Saturday or Sunday or Monday, such holiday shall be observed on the next succeeding Tuesday.
- iii Part time employees will only be eligible to payment for the Public Holidays if the employee would have normally been required to work on that given day if it was not a holiday and the rate of payment is based on the number of ordinary hours they would have worked on that day
- iv Term time employees shall receive payment incorporated into their annualised salary for public holidays. The payment for public holidays not worked is added to the gross wages and included in the annualized rates.
- v By agreement, the College and the employee may agree for the employee to work on a public holiday. Accordingly an alternative day may be taken in lieu of the gazetted public holiday.
- vi Where a public holiday occurs on days when students are present, employees will be paid at the applicable over time rate as per the Award or take equivalent time in lieu at a mutually agreed time.

17.10 SCHOOL SHUT DOWN PERIOD

The College (Administration) will close between Christmas and the New Year public holidays.

The number of Teaching weeks is to be one (1) week less than the equivalent number of Teaching weeks for DET in the given calendar year.

17.11 . Annual Leave, SCHOOL HOLIDAYS and TOIL

i Teachers and Teachers' Education Assistants

Teachers and Teachers' Education Assistants shall be entitled to the holidays (4 weeks of annual leave and 8 weeks of non-contact) granted by the College, including Christmas and term vacations, without deduction of pay.

ii All other employees

(a) All full time employees (other than Teachers and Teachers' Education Assistants) shall accrue progressively four (4) weeks of annual leave based on their ordinary number of hours per week. Psychologists and Social Workers are eligible for seven (7) weeks leave.

(b) Annual leave shall accrue progressively on a pro-rata basis throughout each year of service. Any unused portion of annual leave shall accrue from year to year. Once an

employee reaches an amount of accrued annual leave accrued over a period in excess of an 18 month period, then the Employer can request the Employee to take annual leave to bring the balance below the 18 month accrual.

- (c) Approval to take annual leave will be based on the operational requirements of the School.
- (d) At the discretion of the Principal/Business Manager, employees are required to provide the School with four (4) weeks notice of an application for annual leave.
- (e) Part time employees are entitled to pro rata annual leave based on the ordinary hours of work.
- (f) All full-time and part-time employees will be eligible to receive 17.5% annual leave loading payable on four (4) weeks annual leave. This shall include payment of annual leave upon termination.
- (g) Employees are not permitted to cash out annual leave unless under exceptional circumstances approved by the College. Any agreement reached with cashing in of annual leave shall be in writing. In the event that the College provides approval for an employee to cash out some of their annual leave, an employee will only be eligible to cash out fifty percent (50%) of their annual entitlement so long as a minimum of four (4) weeks annual leave remains owing.
- (h) Casuals are not eligible for annual leave.
- (i) Time Off in Lieu (TOIL) will be included on the staff leave application form to be approved by the Deputy Principal – Operations, the Head of Junior School or Business Manager.

Examples of tasks that will be included against claims for TOIL are:

- Productions / Exhibitions (generally weekend commitment)
- Camps of 4 nights or greater

NOTE: Staff members must apply in advance of the event for claiming TOIL.

17.12 ANNUAL LEAVE LOADING

- i Annual Leave Loading to be included incrementally over the fortnightly pay periods during the year.
- ii The amount paid will be calculated at 17.5% of four (4) weeks of the employee's ordinary rate of pay.
- iii Part-time staff will receive pro-rata annual leave loading based on their FTE calculation and also included in their fortnightly pay.

18. Salary payment and classifications

- i An employee's salary will be paid by credit transfer to the Employee's nominated financial institution in arrears on a fortnightly basis.
- ii Schedules 1 to 4 set out the rates of pay for all classifications.

19. **CAMP / EXCURSION PAYMENT – Part-time employees**

Part-time employees required to carry out full time duties at camps and excursions etc shall be paid at their equivalent full-time rate. The Camp Coordinator / Leader will be paid an allowance irrespective of the number of days. Teaching staff attending camps will be paid an overnight allowance for each night spent on camp. . Non-Teaching staff will be paid additional hours or at the request of the employee to be paid as time in lieu. Should the additional hours required to be worked by a part time Non-Teaching Employee, exceed the ordinary working hours as specified under their respective classification, the employer will make a payment in accordance with clause 15.3 (iii) of this Agreement. Ordinary working hours for Education Assistants are deemed to be 7.60 hours per day and 38 hours per week and for Administrative and Technical Officer, Facilities Officer and Domestic Employees are deemed to be 7.5 hours per day and 37.5 hours per week. Entitlement to overtime as detailed above will apply to all part-time employees other than Teachers.

20. **RELIEF TEACHING PAYMENT**

Notwithstanding the relief provisions of the relevant industrial award, relief teachers employed for five (5) days or less may be engaged by the day or half-day at the Darlington Campus, or part-day by the periods required to be in school at the Glen Forrest Campus, and paid a daily rate or pro-rata rate as appropriate.

21. **TRAVELLING ALLOWANCES**

Where an employee is required by the College to work away from the employee's usual place of employment the College shall pay the employee any reasonable travelling expenses at the rate quoted by the Australian Taxation Office. Refer to vehicle mileage claim form.

22. **SALARY / REMUNERATION PACKAGING**

1. An Employee may, with the written agreement of the College, salary package provided the arrangement complies with prevailing legislation.
2. Salary packaging will operate at no cost to the College. Should there be an increase in the cost of the salary packaging provided under this clause, inclusive of changes to fringe benefit or other tax liability, such an increase in costs will be passed on to the Employee.
3. The Employee may terminate his or her salary packaging arrangement by giving four weeks notice in writing. The cancellation of salary packaging does not cancel or otherwise affect the operation of this Agreement.
4. An Employee who has entered into a salary packaging arrangement will revert to their normal salary from the effective date of terminating the arrangement.
5. College superannuation contributions payable in accordance with the Superannuation Guarantee (Administration) Act 1992 are to be paid at a rate calculated by reference

to a rate not less than the gross rate of salary payable under this Agreement prior to any salary packaging.

6. Penalty payments and leave loading payable under this Agreement will be calculated on the Employee's pre-packaged base rate of pay.
- 7.i It is urged each employee planning an arrangement should seek independent financial advice.
- 8.i The arrangement will only be entered into by way of a subsidiary agreement varying the employee's conditions of employment.

23. DEFERRED SALARY SCHEME

All staff, except if employed on a temporary basis, who have been employed within the College for at least two (2) years full-time-equivalent have access to a deferred salary scheme. The scheme allows for an employee to set aside salary monies (20%) over a four (4) year period to then take the fifth year off work and be paid the accumulated monies in that year. The Business Manager is to be seen for detailed conditions of the scheme and for applications to join.

24. SUPERANNUATION

- 24.1 The College will make superannuation contributions in accordance with the Superannuation Guarantee and Administration Act 1992 (Cth) into a superannuation fund nominated by the Employee. If the Employee does not choose a superannuation fund, contributions will be made by the College into a default complying Superannuation fund. Any complying default Superannuation fund selected by the employer shall have a My Super product.
- 24.2 Subject to the governing rules of the relevant superannuation fund, a teacher or non-teaching staff employee may, in writing, authorise the College to salary sacrifice a specified amount from the pre-taxation salary of the Employee into the same superannuation fund as the College makes contributions, as per current ATO guidelines.
- 24.3 This amount may be adjusted by the employee provided that the employee gives, in writing, one (1) months' notice to the College, subject to current legislative compliance.
- 24.4 The College will pay the amount/s due under the legislation and any employee sacrificed amounts authorised under this clause; no later than 28 days after the end of each month in which the payments and the deductions (where applicable) are authorized.

25. MEAL PROVISION

An employee who is required to work beyond 7.00pm on any given day and having worked their normal day will be supplied with a meal subject to 24 hours noticed being provided.

26. ENROLMENT PREFERENCE

Any employee who chooses to register their child for enrolment to the College will have that child granted sibling status.

27. STAFF DISCOUNT ON FEES

Full time employees will be entitled to the following discount structure for the period of this EBA:-

First child - 17% of the Tuition Fee

Second child - 19% of the Tuition Fee

Third and subsequent children - 21% of the Tuition Fee

Part time employees will be entitled to the discount on a pro rata basis, based on the number of hours they work in relation to a full time employee.

The College will cover the FBT charged on this in-house service provided to staff.

28. OTHER BENEFITS

Helena College staff will be provided with the following benefits:-

1. \$100 reimbursement towards Helena College Uniform each calendar year. The annual allowance may be carried forward to accumulate a maximum of \$200 over a 24 month period.
2. All mandatory safety PPE to be provided at no cost to the employees. This includes helmets, hearing protection, lung protection, gloves, UV rated safety glasses or clip ons.
3. Employees shall be provided with a free influenza vaccination once annually.

29. NOTICE OF TERMINATION

1. Except in the case of serious misconduct, the period of notice to be given by the College to **Support Staff** whose service is to cease, is as follows:

Employee's period of continuous service	College's Minimum period of Notice
More than 6 months but less than 5 years	4 weeks
More than 5 years	7 weeks



if the employee is over the age of 45 and has served at least two (2) years continuous service this period of notice will be increased by one (1) week

2. Except in the case of serious misconduct, **Teachers** will be given a minimum of seven (7) term weeks' notice, usually to coincide with the end of a school term.


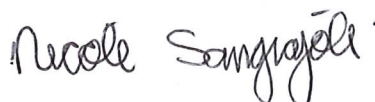
3. Nothing in this Agreement prevents the College from terminating the employment at any time summarily on the grounds of serious misconduct. If the employee is summarily dismissed the employee will only be paid up to the time of dismissal.
4. Payment in lieu of the prescribed notice will be made if the appropriate notice period is not required to be worked. Provided that employment may be terminated by the employee working part of the required period of notice and by the College making payment for the remainder of the period of notice.
5. The required amount of payment in lieu of notice must equal or exceed the total of all amounts that, if the employee's employment had continued until the end of the required period of notice, the College would have become liable to pay to the employee because of the employment continuing during that period. That total must be calculated on the basis of:
 - the employee's ordinary hours of work (even if not standard hours); and
 - the amounts ordinarily payable to the employee in respect of those hours, including (for example) allowances, loading and penalties; and
 - any other amounts payable under the employee's contract of employment.
6. The notice of termination required to be given by an employee is as follows:
 - Teachers must provide a minimum of seven (7) term weeks' notice, usually to coincide with the end of a school term
 - All other employees must provide a minimum of two (2) weeks' notice.
7. If an employee fails to give the sufficient amount of notice and agreement cannot be reached to reduce the period of notice, then the College has the right to withhold monies due to the employee to a maximum amount equal to the amount the employee would have received under the notice. The College can deduct monies owed by the employee from any monies owed to the employee by the College.

30. SIGNATORIES

EMPLOYER REPRESENTATIVE

Signed:  :
Date: : 14 NOVEMBER 2022 :
Name in Full (printed): .Peter John Coombs :
Position title: .Principal :
Authority to sign explained: .Principal is employed by Helena College Council Inc :
Witnessed by:  :
Witness name in full: .Nicole Alarice Sangrigoli :
Witness address: .52 Bilgoman Road, Glen Forrest WA 6071 :

EMPLOYEE REPRESENTATIVE

Signed:  :
Date: : 14 NOVEMBER 2022 :
Name in Full (printed): .(insert name) ELIZABETH SHAKESPEARE :
Address: .52 Bilgoman Road, Glen Forrest WA 6071 :
Witnessed by:  :

Witness name in full: .Nicole Alarice Sangrigoli

:

Witness address: .52 Bilgoman Road, Glen Forrest WA 6071

:

UNION REPRESENTATIVE

Signed:

.

:

Date:

:

:

Name in Full (printed): .(insert name)

:

Name of Organisation: .Independent Education Union of Australia, WA Branch

Position title: .General Secretary

:

Witnessed by: _____

Witness name in full: :

:

Witness address: :

:

SCHEDULE I:TEACHERS

A. CLASSIFICATION STRUCTURE FOR TEACHERS

The typical duties of a teacher include, but are not limited to, the following:

1. Maintaining the Helena College ethos and perspective. Modelling the leadership that is appropriate and demonstrating a pastoral concern for all members of the school community.
2. Direct teaching of groups of students and individual students as determined by the College. Associated with this is the preparation of lessons and programmes, the marking of student work and the preparation and delivery of reports to parents, whether written or oral.
3. Pastoral care and administrative duties associated with classes, home room group or equivalent are not included in determining teacher load,
4. Attendance with the teacher's class / home room group at compulsory year level education camps is a part of this responsibility.
5. Non-teaching supervisory activities including yard duty, bus duty and student arrival and departure duty.
6. Attendance at assemblies, awards night and graduation night. Teaching staff will, where reasonable, make it a priority to attend the community project exhibition opening to demonstrate support to the students, the school and its aims.
7. Participation in one to one meetings with parents, parent consultation evenings and College open days.
8. Attendance at staff meetings, school conference days, student free days and other events such as sports carnivals.
9. A high quality programme of activities and co-curricular work. Collaborative planning and allocation of commitments to activities will take into account the qualifications, skills, competencies and preferences of teachers. Activities will be planned and supported which are high on a priority list determined by consultative process. Attendance at Camps is not included in the co-curricular commitment.
10. As a guideline, particularly for discussions with applicants for staffing positions and staff new to the school, all teachers should expect to be committed to approximately 90 minutes per week of extra-curricular commitments, which would equate to a minimum of 40 hours per year, to be approved by the Principal or delegate (pro-rata basis if employed part-time).
11. The supervision of classes of an absent colleague ('reliefs'): Where it is necessary for staff members to be assigned relief periods, an attempt will be made to arrange for those teachers not on full teaching loads (28 periods, equivalent to 1260 minutes per week) to take reliefs in the first instance. In the event of a teachers load exceeding 28 periods, the teacher will be paid for each additional period at their normal teaching rate.
12. Contributing to the development, implementation and evaluation of curriculum.
13. Ongoing professional development by participation in conferences / workshops which maybe during school holiday time.
14. Teacher selected ongoing professional development which may be in the teacher's own time.
15. All teachers must commit to an appraisal process that shall be in accordance with the Australian Performance and Development Framework and comply with the current State

and Federal requirements (TRBWA, Australian Institute for Teaching and School Leadership, AITSL). In the Helena College context, all teachers will be expected to commit in good faith to the Teacher Development Programme (TDP) as specified by the School / Employer in any given year, for the term of this agreement. Notwithstanding the above, the Teacher appraisal shall be carried out over a three year period.

16. Full time teachers are expected to attend 20 minutes before and after classes each day. This clause does not apply to staff meetings.
17. Duties Other Than Teaching (DOTT) shall be defined in line with the definition accepted by the Department of Education. The amount of DOTT time offered to teaching staff will match the time allocated for teachers employed by the Department of Education in the School Education Act Employees' (Teachers and Administrators) General Agreement 2021.
18. Any other reasonable duties as directed by the Principal.

The above duties are undertaken by all Teachers and pro-rata by Part-Time/Casual Teachers as directed by the Principal.

B. SALARIES – TEACHERS

Teachers who are four (4) year trained and commencing first teaching appointment commence at Step 5 and proceed annually to step 13 subject to satisfactory performance.

Teachers holding a second or higher degree commence at Step 6 and proceed by annual increments to Step 13.

Completed years of experience	Steps	Jan-2021	January 2022	6 December 2022
0	Step 5	\$73,580	\$75,787	\$78,061
1	Step 6	\$80,335	\$82,745	\$85,228
2	Step 7	\$88,556	\$90,163	\$92,868
3	Step 8	\$90,808	\$93,532	\$96,338
4	Step 9	\$94,280	\$97,034	\$99,946
5	Step 10	\$97,740	\$100,673	\$103,693
6	Step 11	\$101,411	\$104,454	\$107,587
7	Step 12	\$105,226	\$108,383	\$111,635
8	Step 13	\$109,190	\$112,466	\$115,840

C.ALLOWANCES – TEACHERS

Advanced Skills Teacher Allowances

	(% of Step 13)
Advanced Skills Teacher 1	4.00%
Advanced Skills Teacher 2	7.00%
Head of Year	10.00%
Head of Department	13.00%
Director	32.00%

Advanced Skills Teacher 1

A full time teacher at the top the salary scale and does not hold a higher duty allowance may apply to the Principal for upgrading to an Advanced Skills Teacher 1 classification (AST1). In order to be recognised as an AST1 it is expected that the teacher is consistently rated at **Level 3** when assessed using the *Helena College Teacher Expectations Rubric*. **Level 3** on the *Helena College Teacher Expectations Rubric* is comparable to the **Highly Accomplished** criteria outlined in the AITSL Standards.

Advanced Skills Teacher 2

A full time teacher who has been classified as an Advanced Skills Teacher 1 for a minimum of three years and does not hold a higher duty allowance may apply to the Principal for upgrading to an Advanced Skills Teacher 2 classification (AST2). In order to be recognised as an AST 2, it is expected that the teacher is consistently rated at **Level 4** when assessed using the *Helena College Teacher Expectations Rubric*. **Level 4** on the *Helena College Teacher Expectations Rubric* is comparable to the **Lead** criteria outlined in the AITSL Standards.

Part time teachers

Recipients of this allowance, who are part time, will be entitled to the Advanced Skills Teacher Allowance on a pro rata basis, based on the number of hours they work in relation to a full time teacher.

Assessment criteria for Advanced Skills Teacher 1 & 2

In making the decision the Principal has the final responsibility for determining whether application of Advanced Skills Teacher classification is successful. In coming to the decision, the Principal can use whatever means are available to ensure that a fair decision has been arrived at. The Principal (or delegate) can use a number of ways of assessing the application .This will include:

- o Receiving information from other relevant members of staff, both those identified by the Principal and those nominated by the applicant.
- o Observing the teacher's work and contribution to the school

- o Discussing the application with the applicant
- o There is an expectation that AST 2 teachers would undertake roles as determined in consultation with the Principal to assist with the implementation of whole school goals.
- o Both AST 1 and AST 2 Teachers are appointed for a fixed period of time. The shortest period is three years. A review will be undertaken on an annual basis.

NOTE: For the determination of AST 2 classification, an external consultant may be engaged but this would only be at the discretion of the Principal.

If the Principal receives information that jeopardises the success of the application, the Principal must allow the teacher an opportunity to respond prior to any decision on the success or otherwise, of the application.

Positions of Responsibility Allowances

- o An allowance will be paid to a Teacher where the College requires the performance of administrative / educational leadership duties additional to those usually required of a teacher.
- o The Principal will provide the Teacher taking on a position of responsibility, a position description, its tenure and the annual amount of the responsibility allowance.
- o Teachers with positions of responsibility may be required to attend the school during periods of non-attendance time.

SCHEDULE 2: TECHNICAL AND ADMINISTRATIVE OFFICERS

A. CLASSIFICATION STRUCTURE FOR TECHNICAL AND ADMINISTRATIVE OFFICERS

The classification structure for Technical and Administrative staff consists of four levels. The following details the criteria for each level:

Level 1

The employee requires no prior experience or formal qualifications and works under direct supervision.

Level 2

The employee is competent in Level 1 tasks, works under general supervision and may hold relevant qualifications.

Level 3

The employee works without supervision, processes skills and knowledge gained from experience and demonstrates capacity to undertake complex tasks. The employee is likely to hold TAFE / tertiary qualifications.

Level 4

The employee is fully competent in the performance of job functions through qualifications or job responsibility, demonstrates a high degree of autonomy, initiative and discretion, and supervises other employees.

Level 5

The employee is fully competent and fully accountable for the performance of the entire job functions through qualifications and job responsibility. The employee shall have relevant TAFE/tertiary or equivalent qualifications. They will have a higher degree of autonomy, initiative and discretion in the work program than a Level 4, may be responsible for the supervision of other administrative and/or technical employees and will have financial responsibilities.

B. SALARIES – ADMINISTRATIVE AND TECHNICAL OFFICERS

Technical and Administrative officers commence on Step 1 within the relevant level of classification. Progression through to Step 6 occurs annually based on satisfactory performance.

For this agreement Helena College is committed to maintaining salary at 2% above the general terms with the Catholic Education Office of WA, Administrative and Technical Officers salary scale. In the event that Helena College is unable to meet its obligations under this clause, it will contact the relevant union and the parties will reconvene the bargaining unit for the purpose of reviewing salaries.

A First-Aid allowance of \$500 will be paid annually to those Non-Teaching Staff that have attained Senior First Aid qualifications and will be required to continue to maintain the same.

Administrative and Technical Officer's Salary Scale

Level No.	Step No.	Jan-2021
Level 1	1	49,838
	2	50,399
	3	50,934
	4	51,466
	5	52,026
	6	52,587
Level 2	1	54,216
	2	55,337
	3	56,402
	4	57,525
	5	58,617
	6	59,713
Level 3	1	62,386
	2	63,766
	3	65,126
	4	66,473
	5	67,855
	6	69,210
Level 4	1	65,810
	2	68,076
	3	70,342
	4	72,636
	5	74,900
	6	77,168
Level 5	1	79,048
	2	80,361
	3	81,672
	4	82,986
	5	84,298
	6	85,611

SCHEDULE 3: EDUCATION ASSISTANTS

A. CLASSIFICATION STRUCTURE FOR EDUCATION ASSISTANTS

The classifications under Levels for Education Assistants in the Agreement from Level 1 to Level 5 line up with the Levels as detailed in the Educational Services (Schools) General Staff Award 2020 from Level 1 to Level 5:

Level 1

Teachers' Aides in Primary Schools, Pre-Primary Schools or Pre-Schools Teaching Assistants.

Level 2

Teachers' Aides involved in a Special Education Programme (a part-time programme for one or more students within a mainstream school).

Level 3

Teachers' Aides in Special Education Centres (a full-time class, serving a region, within a mainstream school).

Level 4

Employees who have completed an approved "Classroom Assistant" Course at a recognised training institution or equivalent.

Level 5

Employees who have completed the Child Care Certificate, National Nursery Examination Board Certificate or other equivalent qualifications.

B. SALARIES – EDUCATION ASSISTANTS

Education Assistants commence on Step 1 within the relevant level of classification. Progression through to Step 4 or 5 occurs annually.

For this agreement Helena College is committed to maintaining salary at 2% above the general terms with the Catholic Education Office of WA, Education Assistants salary scale.

In the event that Helena College is unable to meet its obligations under this clause, it will contact the Unions party to this agreement and the parties will reconvene the bargaining unit for the purpose of reviewing salaries.

A First-Aid allowance of \$500 will be paid annually to those Non-Teaching Staff that have attained Senior First Aid qualifications and will be required to continue to maintain the same.

Education Assistants Salary Scale

Level	Step	Jan-23
Level one	Step 1	46,322
	Step 2	47,804
	Step 3	50,048
	Step 4	52,485
Level two	Step 1	48,712
	Step 2	50,978
	Step 3	52,485
	Step 4	54,000
Level three	Step 1	50,978
	Step 2	52,485
	Step 3	54,000
	Step 4	55,515
Level four	Step 1	52,485
	Step 2	54,000
	Step 3	55,515
	Step 4	57,249
	Step 5	58,465
Level five	Step 1	59,306
	Step 2	63,136

SCHEDULE 4: FACILITIES OFFICERS

A. CLASSIFICATION STRUCTURE FOR FACILITIES OFFICERS

The classification structure for Facilities staff consists of four levels. The following details the criteria for each level:

Level 1

General Hand Facilities officer is an employee who performs general cleaning duties and works under direct or general supervision.

Level 2

Experienced General Hand Facilities officer is an employee who works under general supervision and can carry out routine work tasks including garden care and general maintenance duties using own discretion and judgment.

Level 3

Tradesperson qualified Facilities officer is an employee who holds formal trade qualifications or obtains a similar level through experience may be required to supervise the work of Employees at Levels 1 and 2.

Level 4

Leading Hand Facilities officer is an Employee who holds formal qualification and may be required to supervise the work of Employees at Levels 1, 2 and 3.

B. SALARIES – FACILITIES OFFICERS

Facilities officers commence on Step 1 within the relevant level of classification. Progression through to Step 4 occurs annually based on satisfactory performance.

For this agreement Helena College is committed to maintaining salary at 2% above the general terms with the Catholic Education Office of WA, School Employees. In the event that Helena College is unable to meet its obligations under this clause, it will contact the relevant union and the parties will reconvene the bargaining unit for the purpose of reviewing salaries.

A First-Aid allowance of \$500 will be paid annually to those Non-Teaching Staff that have attained Senior First Aid qualifications and will be required to continue to maintain the same.

As a means of working a 38 hour week and notwithstanding other provisions of this Agreement, the hours of work may be arranged so that an employee works 152 hours over 19 days in each four week period with one day off on full pay in conjunction with other day(s) off work.

Facilities Officers Salary Scale

Level	Step	Jan-21
Level one	1	51,545
	2	53,699
Level two	1	57,441
	2	58,839
	3	60,238
	4	61,739
Level three	1	62,438
	2	63,423
	3	64,408
	4	65,429
Level four	1	66,628
	2	67,749
	3	68,585
	4	69,420

SCHEDULE 5: DOMESTIC EMPLOYEES

A. CLASSIFICATION STRUCTURE FOR DOMESTIC EMPLOYEES

The classification structure for Domestic staff consists of four levels. The following details the criteria for each level:

Level 1

Canteen/Uniform Shop Assistant - is an employee who performs general canteen/uniform shop duties and works under direct or general supervision.

Level 2

First Cook (Grade 1) – is an employee who works unsupervised but does not have the qualifications or equivalent experience required for classification of Grade 2 Cook.

Level 3

First Cook (Grade 2)/Uniform Shop Manager – is an employee who is appointed as the senior cook/shop manager in the school, who holds formal qualifications in cooking/catering/managing or who has substantial relevant experience within the catering or related industries to such an extent as would justify Grade 2 status. This person would be required to supervise other staff and assist with the ordering of catering/uniform supplies.

Level 4

Tradesperson Cook – is an employee who fits the criteria for First Cook (Grade 2) who has completed a TAFE apprenticeship in cooking, baking or pastry cooking or equivalent as approved by the College.

B. SALARIES – DOMESTIC EMPLOYEES

For this agreement Helena College is committed to maintaining salary at 2% above the general terms with the Catholic Education Office of WA, Domestic Employees salary scale. In the event that Helena College is unable to meet its obligations under this clause, it will contact the union's party to this agreement and the parties will reconvene the bargaining unit for the purpose of reviewing salaries.

A First-Aid allowance of \$500 will be paid annually to those Non-Teaching Staff that have attained Senior First Aid qualifications and will be required to continue to maintain the same.

Domestic Employees Salary Scale

Level	Jan-21
Level one	51,405
Level two	55,269
Level three	60,017
Level four	64,034



THE FAIR WORK COMMISSION

FWC Matter No.:

AG2022/4787

Applicant:

Helena College Council Inc

Section 185 – Application for approval of a single enterprise agreement

Undertaking – Section 190

I, Nicole Alarice Sangrigoli, Business Manager, have the authority given to me by Helena College Council Inc to give the following undertakings with respect to the Helena College Council (Inc) Collective Agreement 2022 ("the Agreement"):

1. Schedule 1: Teachers

The classifications under Levels for Teachers in the Agreement line up with the levels detailed in the Educational Services (Teachers) Award 2020 in the following way:

Level 1

Award	Agreement
Level 1	Step 5
Level 2	Step 6, Step 7, Step 8
Level 3	Step 9, Step 10, Step 11
Level 4	Step 12, Step 13
Level 5	Step 13 plus Advanced Skills Teacher 1, Step 13 plus Advanced Skills Teacher 2

2. Schedule 3: Education Assistants

Education Assistants Salary Scale

Level four of the salary scale to read:

Level four	Step 1	55,515
	Step 2	57,249
	Step 3	58,465

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

Signature

29 November 2022