

ACT Christian Schools

General Staff Multi- Enterprise Agreement

2013 – 2017

FINAL FOR APPROVAL

25 JUNE 2013

Table of Contents

Part 1— Application and Operation	1
1. Title	1
2. Commencement and transitional	1
3. Definitions and interpretation	1
4. Coverage.....	3
5. Faith Basis of the School.....	3
6. Access to the Agreement and the National Employment Standards.....	5
7. The National Employment Standards and this Agreement	5
8. Agreement flexibility.....	5
Part 2— Consultation and Dispute Resolution	5
9. Consultation regarding major workplace change.....	5
10. Dispute resolution.....	5
11. Union Representatives.....	5
Part 3— Types of Employment and Termination of Employment	6
12. Types of employment	6
13. Leave without pay during non-term weeks.....	8
14. Termination of employment	10
15. Redundancy.....	11
Part 4— Minimum Wages/Salary and Related Matters	11
16. Classifications	11
17. Minimum wages/salary.....	12
18. Allowances.....	14
19. Higher duties	17
20. Mixed Functions.....	17
21. Payment of wages.....	17
22. Overpayments	18
23. Remuneration Packaging.....	18
24. Superannuation	20
25. Supported wage and national training wage	21
Part 5— Hours of Work and Related Matters.....	21
26. Ordinary hours of work	21
27. Rostered days off	23
28. Breaks.....	24
29. Shiftwork	24

30.	Penalty rates	26
31.	Overtime.....	26
Part 6— Leave and Public Holidays		28
32.	Annual leave	28
33.	Personal/carer’s leave and compassionate leave.....	29
34.	Parental leave	31
35.	Long Service Leave	35
36.	Portable Long Service Leave Scheme	38
37.	Community service leave	41
38.	Examination Leave	42
39.	Public holidays	42
Schedule A — Monetary Rates.....		43
Schedule B — Classifications		47
Schedule C — Flexibility Provisions		68
Schedule D — Consultation		70
Schedule E — Dispute Resolution.....		71
Schedule F — Apprentices.....		73
Schedule G — Employers and Schools Covered by this Agreement.....		76

Part 1—Application and Operation

1. Title

This Agreement shall be known as the A.C.T. Christian Schools General Staff Multi-Enterprise Agreement 2013-2017.

2. Commencement and transitional

2.1 Making

This Agreement has been made under the provisions of the Fair Work Act 2009 covering multi enterprise agreements between the Schools listed in **Schedule G** – Employers and Schools Covered by this Agreement and the persons employed as general staff (as defined by this Agreement) at those schools at the time of voting for the Agreement who will be covered by the Agreement.

2.2 Commencement and Application

This Agreement commences on the date which is 7 days after approval of the Agreement by Fair Work Australia. It applies to schools listed in **Schedule G** and general staff employed in those schools, covered by this Agreement pursuant to clause 4 of the Agreement, whilst this Agreement is in operation.

2.3 Nominal Expiry Date

The nominal expiry date of this Agreement is 30 June 2017.

2.4 Operation

This Agreement will operate from the date of commencement until it is terminated or replaced.

3. Definitions and interpretation

3.1 In this Agreement, unless the contrary intention appears:

Act means the *Fair Work Act 2009* (Cth)

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

employee means a national system employee within the meaning of the Act

employer means a national system employer within the meaning of the Act

general staff (employee) means an employee of a school providing:

- (a) **school support services**—being an employee 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; or to support the operation of curriculum-related services, such as those provided by a library, laboratory or a technology centre;

- (b) **instructional services**—being an employee, other than a qualified teacher, whose principal duties are to develop the framework for and provide instruction to students (within a structured learning environment) under the general supervision of a member of the teaching staff;
- (c) **nursing services**—being an employee who is a registered nurse and is employed as such;
- (d) **preschool/childcare services**—being an employee whose principal duties are to work with children in a preschool, early learning centre or kindergarten operated by a school for pre-primary aged children, a childcare centre or an outside school hours care program (other than a qualified preschool/early childhood teacher);
- (e) **school administration services**—being an employee whose principal duties are in the functional areas of a school’s business operations, including but not limited to clerical, administration, finance, marketing, fundraising, public relations, information technology, human resources administration and information management;
- (f) **school operational services**—being an employee whose principal duties are to support the other services of a school, including but not limited to:
 - (i) construction, plumbing, carpentry, painting and other trades;
 - (ii) cleaning, maintenance, school facility management;
 - (iii) security, caretaking;
 - (iv) gardening, turf management, farming;
 - (v) retailing—canteens, uniform shops, book shops;
 - (vi) cooking/catering, housekeeping, laundry; and
 - (vii) bus driving and vehicle maintenance.
- (g) **wellbeing services**—being an employee whose principal duties are to support the health and wellbeing of students, and employees, where appropriate. This may include home/school liaison, chaplains, counsellors and therapists.

NES means the National Employment Standards as contained in the *Fair Work Act 2009* (Cth)

non-term week means weeks in the school year other than term weeks and include periods designated as school holidays for students

previous agreement means the workplace agreement or other industrial instrument covering non-teaching staff at the school immediately prior to the commencement of this agreement

principal means the employee appointed by the employer to the most senior leadership position in a school

school education industry means the provision of education including preschool or early childhood education in a school, registered and/or accredited under the relevant authority in each state or territory or in an early childhood service operated by a school, including all operations of the school. Where the provision of school education is directed, managed and/or controlled by a central or regional administration of a system of schools it may also include persons involved in providing such services to schools.

school year means the period of 12 months commencing from the day teachers are required to attend the school for the new educational year or the calendar year, as determined by the school, and includes term weeks and non-term weeks

standard rate means the annual salary applicable to Level 3 Step 1 in clause 17—Minimum wages

term weeks means the weeks in the school year that students are required to attend school as set out in the school calendar of each school; where a preschool operates according to terms that approximate school terms, term weeks will have the same meaning

union means the Independent Education Union of Australia

3.2 Where this Agreement refers to a condition of employment provided for in the NES, the NES definition applies.

4. Coverage

4.1 Subject to sub-clauses 4.2 and, 4.3 this Agreement covers employers listed in Schedule G and general staff employed at the schools in **Schedule G**, including at any preschool, or early learning centre attached to or operated by a school, in the classifications contained in **Schedule B**, in respect of all work done by the general staff member as an employee.

4.2 The Agreement does not cover an employee excluded from award coverage by the Act.

4.3 This Agreement does not apply to:

- (a)** a teacher engaged as such;
- (b)** persons instructing students of the School in the areas of music or other individual arts and engaged on an individual fee basis;
- (c)** foreign language or LOTE teachers engaged to instruct students on an individual basis e.g. conversation or other individual tuition;
- (d)** a principal or deputy principal, however named;
- (e)** a bursar or business manager, however named being the most senior administrative employee employed with delegated authority to act for the employer; or
- (f)** a member of a recognised religious teaching order and/or a Minister of Religion or a person engaged for the purpose of religious instruction, supervision of prayers or to undertake other religious duties of a non-teaching nature except where employed as a school chaplain.

5. Faith Basis of the School

5.1 Statement of Faith

- (a)** It is an inherent genuine occupational requirement and essential condition of employment and continuing employment that an employee possesses and maintains a firm personal belief consistent with the Statement of Faith of the School, together with an active commitment to and involvement with a Christian church holding a doctrinal position consistent with the Statement of Faith. Accordingly, all employees are expected by the School to possess and maintain throughout the term of this

Agreement a firm personal belief consistent with the Statement of Faith of the School, together with an active commitment to and involvement with a Christian church holding a doctrinal position consistent with the Statement of Faith. At the least, such an active commitment requires regular and frequent attendance at the Church's worship services.

- (b) Should an employee cease to have a firm personal belief consistent with the Statement of Faith or cease to maintain an active commitment to and involvement with an appropriate Christian church the employee shall inform the School.
- (c) If this situation continues after counselling and an opportunity for restoration, the school may terminate the employee's employment in accordance with the normal requirements relating to termination.

5.2 Lifestyle and Values

The parties acknowledge that:

- (a) The School bases its teachings and beliefs on the Bible, both the Old and New Testaments which the School regards as the inspired and inerrant Word of God.
- (b) These teachings are expounded in many of the School's public and internal documents, including the Statement of Faith.
- (c) These documents reflect the School's understanding of the lifestyle and values which all staff members of the School regardless of their role are required to respect and maintain at all times and are to be understood as source documents, defining the School's doctrines, tenets, beliefs and teachings.
- (d) Without limiting the school's constitution, Statement of Faith and related documents, which may provide more specific information, the School is an institution conducted in accordance with the doctrines, tenets, beliefs or teachings of the protestant stream of the Christian religion and the provisions in this clause are included in good faith to avoid injury to the religious susceptibilities of adherents of the protestant stream of the Christian faith.
- (e) It is an inherent genuine occupational requirement and essential condition of employment and continuing employment that all staff members of the School are required to be seen to conduct themselves at all times in a manner consistent with these teachings and beliefs and in accordance with the Christian ethos of the School, and any school policy that may be developed from time to time, thus providing a specifically Christian role model and example to all students and families associated with the School.
- (f) It is an inherent, genuine occupational requirement and essential condition of employment and continuing employment that all staff members of the School must not act in a way that they know, or ought reasonably to know, is contrary to the religious beliefs and values of the School. Nothing in their deliberate conduct shall be incompatible with the intrinsic character of their position.
- (g) Acting contrary to the lifestyle and values requirements set out in this clause is likely to cause injury to the religious susceptibilities of members of the School community who adhere to the School's doctrines, tenets, beliefs and teachings.

- (h) If an employee acts contrary to the lifestyle and values requirements set out in this clause the matter will be dealt with in accordance with the normal school procedures in relation to conduct and performance management.
- (i) If a dispute arises in connection with this clause it shall be dealt with in accordance with clause 10 – Dispute Resolution.

6. Access to the Agreement and the National Employment Standards

The School will take steps to make available copies of this Agreement and the NES to all teachers to whom they apply; either in printed (paper) form on a noticeboard(s), shelving, or table conveniently located at or near the workplace, or through electronic means, whichever makes them more accessible.

7. The National Employment Standards and this Agreement

The NES and this Agreement contain the minimum conditions of employment for employees covered by this Agreement. Nothing in this Agreement shall have the effect of providing lesser entitlements than those specified in the NES.

8. Agreement flexibility

Notwithstanding any other provision of this Agreement, a school and an individual employee may agree to vary the application of certain terms of this Agreement to meet the genuine needs of the employer and the employee as provided in **Schedule C**. However, for such an agreement to take effect, the agreement must result in the employee being better off overall than would have been the case if no flexibility agreement was entered into between the employee and the school. A copy of the signed agreement will be provided to each party within fourteen days of the agreement being signed.

Part 2—Consultation and Dispute Resolution

9. Consultation regarding major workplace change

Where a school has made a definite decision to introduce major changes in production, program, organisation, structure or technology that are likely to have significant effects on employees, including the possible termination of employment due to redundancy, the school will follow the procedures set out in **Schedule D**.

10. Dispute resolution

In the event of a dispute about a matter under this Agreement, or a dispute in relation to the NES, the parties will follow the disputes procedure in **Schedule E**.

11. Union Representatives

In order to promote the relationship between the School and all employees of the School (including members of the Union and other employees) bound by this Agreement;

- (a) The School shall permit the union representative in the School, if any, (not being an official of the Union) to post union notices relating to the holding of meetings in relation to employment matters on a common room noticeboard.
- (b) Where an Employee requests the union representative at the School (not being an official of the Union) to represent them in relation to a matter concerning their employment under this Agreement, the union representative shall be permitted in working hours [other than timetabled teaching time if involved in duties in the classroom] to hold discussions with a representative of the School. Such discussions shall take place at a time and place convenient to both parties.
- (c) Meetings of union members who are employed at the School may be held on the School premises at times within the School's hours of business but when employees are on a break and at places reasonably convenient to both union members and the Principal and otherwise in accordance with the Act. Provided also that the union representative gives prior notice to the Principal of the members' intention to meet.

Part 3—Types of Employment and Termination of Employment

12. Types of employment

12.1 Types (categories) of employment

Employees under this Agreement will be employed in one of the following categories:

- (a) full-time employment on an ongoing (indefinite) basis;
- (b) part-time employment on an ongoing (indefinite) basis; or
- (c) casual employment; or
- (d) temporary employment, being employment, for a specified maximum term or for a specified task.

For the avoidance of doubt, temporary employment may be full-time or part-time.

12.2 Letter of Appointment

On appointment, the School shall provide full-time and part-time employees with a letter of appointment setting out the following:

- (a) the classification and rate of pay of the employee and whether this reflects a classification or salary higher than that required by this Agreement;
- (b) the number of hours to be worked each week and the number of weeks to be worked throughout the year;
- (c) a statement in relation to superannuation entitlements; and
- (d) whether the rate of pay is payable during term time only or throughout the year

If there is a requirement to work during non-term weeks, the number of such days to be worked shall be clearly specified.

12.3 Full-time employment

A full-time employee is an employee engaged to work 38 hours per week or an average of 38 hours per week pursuant to clause 26—Ordinary hours of work.

12.4 Part-time employment

- (a) A part-time employee is an employee who is engaged to work less than 38 ordinary hours per week or an average of less than 38 hours per week and who has reasonably predictable hours of work.
- (b) A part-time employee will be paid an hourly rate of 1/38th of the weekly rate for the employee's classification.
- (c) A part-time employee's Agreement entitlements will be calculated on a pro rata basis.
- (d) At the time of engagement, the employer and the part-time employee will agree in writing on a regular pattern of work, specifying the number of hours worked each day, the days of the week the employee will work, the number of weeks of the school year the employee will work and starting and finishing times each day.
- (e) The terms of the agreement in sub-clause 12.4(d) may be varied, on a temporary or ongoing basis, by agreement between the employer and an employee. Any such variation will be recorded in writing.

12.5 Casual employment

- (a) A casual employee is an employee engaged and paid as such by the day or hour.
- (b) A casual employee will be paid an hourly rate of 1/38th of the weekly rate for the employee's classification, plus 25%. Amongst other things, this loading includes compensation for any entitlements to annual holidays or other paid leave to which a full-time or part-time employee is or may be entitled in accordance with the NES or any other legislative instrument.
- (c) A casual employee will be engaged and paid for a minimum of two hours for each engagement. Except that a preschool/childcare services employee working in an out of school hours care program may satisfy the two hour minimum by working one hour before school and one hour after school on the same day.
- (d) A casual employee must be paid at the termination of each engagement, or fortnightly or monthly in accordance with usual payment methods for full-time employees.

12.6 Temporary Employment

- (a) A temporary employee is an employee employed to work full-time or part-time for a specified maximum period of time which is not normally to exceed 12 months or to undertake a specific project. An employee may be employed as a temporary employee in the following circumstances:
 - (i) where an employee is employed to replace an employee on leave or secondment;

- (ii) where the School's staffing is to be reduced in the following year or years overall or in a department. This may include but is not limited to circumstances such as declining enrolments or school amalgamations;
 - (iii) where an employee is employed on a specific programme not funded by the School; or
 - (iv) where an employee is engaged in connection with the carrying out of a specific project.
- (b) Applicants must be advised in writing prior to accepting a position that it is temporary, the expected length of the appointment and the reason why it is temporary.
- (c) The employment of a temporary employee may be ended before the expected length of appointment has passed or the task complete in accordance with clause 14. If this occurs the School is not obliged to pay the employee until the expected end date of the employment.

13. Leave without pay during non-term weeks

13.1 Arrangements

An employee may be required to take leave without pay during all or part of the non-term weeks, provided that:

- (a) the employee's contract of employment specifies the arrangement in writing;
- (b) all such periods count as service for the purpose of calculating accrued leave entitlements, the period of service for progression, the period of service for redundancy purposes and do not break continuity of service;
- (c) any public holidays falling within such period of stand-down on leave of absence without pay shall be paid at the ordinary rate if they fall on a day on which the employee ordinarily works.
- (d) if the employee's contract of employment does not specify a requirement to work during non-term weeks and appropriate work is available for the employee during any such period, the employee may be offered such work (whether on a full-time, part-time or casual basis). The employee may refuse an offer of employment without prejudice to their normal employment relationship. Appropriate work will mean such work as is available that is capable of being performed by the employee. Remuneration for such work will be at the rate of pay applicable to the work being performed;
- (e) if the employee's contract of employment specifies a requirement to work during non-term weeks but does not specifically designate the days required to be worked during non-term weeks, the employee shall be given at least two term weeks notice of such requirement to work prior to the commencement of non-term weeks. The employee may be required to work during the ordinary hours and days which the person normally works, provided that the employee may agree to work on different days or for different hours or with a lesser period of notice.

13.2 Calculating salary instalments for an employee on leave without pay during non-term weeks

- (a) This subclause may be used to calculate a salary instalment for an employee whose contract of employment makes provision, in writing, for leave without pay during non-term weeks.
- (b) The salary instalment for an employee is:

$$A = \frac{B}{C}$$

Where:

A means the employee's salary instalment for each payroll period

B means the total salary including payment for annual leave, leave loading (where the employer makes an election to pay leave loading over the whole year) and public holidays that would be payable to the employee until the conclusion of the payroll period ending immediately after the end of the school year

C means number of payroll periods remaining until the conclusion of the payroll period ending immediately after the end of the school year.

- (c) Where the ordinary hours of an employee paid in accordance with this clause change the instalments payable for the remained of the period until the end of the school year shall be recalculated
- (d) The salary instalment for each payroll period determined by this sub-clause shall be the applicable rate of pay for all purposes except for the purpose of calculating casual rates or any allowance, overtime or penalty for an employee, in which case the casual rates, allowance, overtime or penalty will be calculated on the ordinary hourly rate applicable to that classification.
- (e) An employer may elect to pay an employee only for the time worked (and therefore not during non-term weeks) or by salary instalments as provided by this clause.
- (f) Where a person employed as at the date of making this Agreement is not employed on a contract which allows for leave without pay during non-term weeks or is not employed under a previous agreement which permits an employee to be required to take leave without pay during non-term weeks (however expressed) that employee will not be required to take such leave or have their contract of employment changed merely as a result of this Agreement coming into operation. For the avoidance of doubt this clause does not prohibit the re-negotiation of existing arrangements to allow for such leave.
- (g) The making of this Agreement is not intended to prevent other arrangements for staff who are not required to work during non-term weeks to be agreed between the employer and majority of employees in a school.

14. Termination of employment

14.1 Notice of termination generally

Notice of termination is provided for in the NES. For the avoidance of doubt the employment of any full-time or part-time Employee may be terminated by either party giving notice as set out in the NES or by the payment or forfeiture, as the case may be, of the equivalent wages in lieu of notice or by giving part notice and part payment in lieu of notice.

The employment of a casual employee working a block of more than five days may be terminated by one days notice.

NOTE: The NES currently provides for notice on termination as follows:

Not more than 1 year	1 week	1 week
More than 1 year, but not more than 2 years	2 weeks	2 weeks
More than 2 years, but not more than 3 years	2 weeks	3 weeks
More than 3 years, but not more than 5 years	3 weeks	4 weeks
More than 5 years	4 weeks	5 weeks

14.2 Notice of termination by an employee

The notice of termination required to be given by an employee is the same as that required of an employer except that there is no requirement on the employee to give additional notice based on the age of the employee concerned. If an employee fails to give the required notice the employer may withhold from any monies due to the employee on termination under this Agreement or the NES, an amount not exceeding the amount the employee would have been paid under this Agreement in respect of the period of notice required by this clause less any period of notice actually given by the employee. Any outstanding balance becomes a debt due.

14.3 Job search entitlement

Where an employer has given notice of termination to an employee, an employee 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 employee after consultation with the employer.

14.4 Exclusions

This clause does not apply to an employee whose employment is terminated for serious misconduct or who is otherwise excluded from the operations of the notice of termination provisions of the NES.

14.5 Statement of Service

On the termination of employment the employer shall, at the request of the employee, give to such employee a statement signed by the employer stating the period of employment, the employee's classification and when the employment terminated.

15. Redundancy

15.1 Redundancy pay and related provision are provided for in the NES and **Schedule D**.

15.2 Transfer to lower paid duties

Where an employee is transferred to lower paid duties by reason of redundancy, the same period of notice must be given as the employee would have been entitled to if the employment had been terminated and the employer may, at the employer'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.

15.3 Employee leaving during notice period

An employee given notice of termination in circumstances of redundancy may terminate their employment during the period of notice. The employee 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.

15.4 Job search entitlement

- (a) An employee 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 for the purpose of seeking other employment to a maximum of five days.
- (b) If the employee has been allowed paid leave for more than one day during the notice period for the purpose of seeking other employment, the employee must, at the request of the employer, produce proof of attendance at an interview or they will not be entitled to payment for the time absent. For this purpose a statutory declaration is sufficient.
- (c) This entitlement applies instead of sub-clause 14.3.

Part 4—Minimum Wages/Salary and Related Matters

16. Classifications

16.1 Classifications and minimum pay

All employees must be classified according to the structure set out in Schedule B—Classifications and paid the minimum wage in clause 17—Minimum wages/salary. An employer must advise an employee in writing of their classification and of any changes to their classification.

16.2 Duties

Employees covered by this Agreement shall perform all work within their skill and competence consistent with the classification structure of the Agreement, including work

which is incidental or peripheral to their main tasks or functions (such as incidental cleaning), provided that such duties are not designed to promote de-skilling.

16.3 Reclassification

- (a) An employee may apply to progress to another level or seek reclassification if regularly called upon to perform a substantial proportion of duties appropriate to the higher level. The School will examine the skills utilised and the duties performed by the employee.
- (b) Where an application is made to progress to a higher level, the School shall determine the application within one month of receipt of the application.
- (c) Progression to a higher level shall take place from the first full pay period on or after the application has been approved by the School.
- (d) The employee shall be placed on the first step of the new level following reclassification.

16.4 Savings

This Agreement shall not result in an employee experiencing a reduction in their Earnings Rate. For the purposes of this clause Earnings Rate means the total wages and allowances applicable to an employee, calculated as an hourly rate. In the event that an employee would be entitled to an Earnings Rate less than those applicable at the commencement of this Agreement, the employee shall continue to receive the Earnings Rate applicable at the commencement of this Agreement until the Earnings Rate in accordance with this Agreement exceed that amount.

17. Minimum wages/salary

17.1 Annual rates of pay

An employer will pay an adult employee not less than the rate of pay specified for the employee's classification in Tables 1A and 1B of **Schedule A – Monetary Rates**. To determine a weekly rate of pay the amount shown as the annual salary shall be divided by 52.14 and rounded to two decimal places.

17.2 Commencement level and progression

- (a) Where there is more than one step for a classification level an employee will be eligible for movement to the next step within the classification level on completion of a years' full-time service or equivalent subject to sub-clause (b).
- (b) Movement to the next step within a classification level will occur unless a review implemented by the employer demonstrates that performance against the relevant classification descriptors has not been satisfactory.
- (c) The commencement levels for employees will be as follows:

ACT Christian Schools General Staff Multi-Enterprise Agreement 2013 - 2017

Classification	Commencement level	Commencement Step
School operations services grade 1	Level 1	Step 1
School administration services grade 1	Level 1	Step 2
School support services grade 1 Preschool/childcare services grade 1	Level 1	Step 3
School support services grade 2 Preschool/childcare services grade 2 Wellbeing services grade 1 School administration services grade 2 School operational services grade 2	Level 2	Step 1
School support services grade 3 Preschool/childcare services grade 3 School administration services grade 3 School operational services grade 3	Level 3	Step 1
School support services grade 4 Preschool/childcare services grade 3A Wellbeing services grade 2 School administration services grade 4 School operational services grade 4	Level 4	Step 1
Instructional services grade 1	Level 4	Step 2
School support services grade 5 Preschool/childcare services grade 4 School administration services grade 5 School operational services grade 5 Instructional services grade 2	Level 5	Step 1
Preschool/childcare services grade 5 Instructional services grade 3 Wellbeing services grade 3 Nursing services grade 1 School administration services grade 6 School operational services grade 6	Level 6	Step 1
Wellbeing services grade 4 Nursing services grade 2 School administration services grade 7	Level 7	Step 1
Preschool/childcare services grade 6 (1–39 places)	Level 7	Step 2
Preschool/childcare services grade 6 (40–59 places)	Level 7	Step 3

Classification	Commencement level	Commencement Step
Nursing services grade 3 Preschool/childcare services grade 6 (60 or more places) Wellbeing services grade 5 School administration services grade 8	Level 8	

17.3 Junior employees

A junior employee appointed at classification 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

17.4 Apprentices

(a) Apprentices may be employed in accordance with the provisions of **Schedule F—Apprentices**.

(b) An apprentice, other than an adult apprentice, will be paid a percentage of the standard rate as follows:

Year of apprenticeship	% of the standard rate
First year	45
Second year	55
Third year	75
Fourth year	90

(c) The rate of pay for an adult apprentice will be the rate prescribed for the lowest classification in sub-clause 17.1, or the rate prescribed in sub-clause 17.4(b) for the relevant year of the apprenticeship, whichever is the greater.

18. Allowances

18.1 Caretakers' accommodation

(a) An employee who is employed as a caretaker and who is required by the employer to reside in premises provided by the employer, will be provided with living quarters, fuel and light at no cost to the employee.

- (b) The on call and recall allowances in sub-clause 18.4 do not apply to a caretaker provided with accommodation.

18.2 First aid allowance

- (a) Application

An employee who is designated by the employer 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 as shown in Table 2 - Allowances of **Schedule A – Monetary Rates**.

An employee required to dispense medication shall receive written instructions relating to the administration and dosage of all medications, prior to the requirement to dispense them. Where a particular medication requires that training be undertaken, such training shall be arranged and conducted during normal working hours at no expense to the employee.

- (b) Excluded employees

This allowance does not apply to:

- (i) a nurse;
- (ii) an employee employed exclusively as a first aid officer; or
- (iii) an employee whose appointment to the position of first aid officer has been taken into account in classifying their position.

18.3 Meal allowance

Where an employer requires an employee to undertake more than two hours' overtime after the completion of a full day of work (defined as not less than 7.6 hours), the employer will provide a meal to the employee or will pay a meal allowance as shown in Table 2 – Allowances of **Schedule A – Monetary Rates** to the employee. A further meal or payment of allowance will be applicable for each additional five hours worked.

18.4 On call and recall allowance

- (a) **On call allowance**

An on call allowance as shown in Table 2 – Allowances of **Schedule A – Monetary Rates** will be paid to an employee who is required by an employer to hold themselves available to be recalled to work.

- (b) **Recall allowance**

An employee recalled to duty at the workplace other than to carry out duties normally associated with their position and/or official school functions 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.

- (c) The on call and recall allowances in sub-clause 18.4 do not apply to a caretaker provided with accommodation.

18.5 Tool allowance

Where an employer does not provide all tools necessary for a tradesperson to perform their work, a tradesperson will be paid an allowance as shown in Table 2 – Allowances of Schedule A – Monetary Rates for supplying and maintaining tools ordinarily required in the performance of their work as a tradesperson. An apprentice will receive the relevant percentage of this allowance.

18.6 Uniform/protective clothing allowance

- (a) Where an employer requires a school operations services employee to wear a uniform or protective clothing, which includes clothing and/or footwear, during the performance of the employee's duties, the employer will:
 - (i) provide the uniform or protective clothing, which includes the maintenance and laundering of the items; or
 - (ii) provide a uniform or protective clothing allowance as shown in Table 2 – Allowances of **Schedule A** – Monetary Rates;
 - (iii) reimburse the employee for the purchase price of the uniform or protective clothing and provide a laundry allowance as shown in Table 2 – Allowances of **Schedule A** – Monetary Rates, if the employer does not launder the items.
- (b) Where an employee is required to work in the rain they will be supplied with adequate rainproof clothing.
- (c) Where an employee is required to use hazardous chemicals on a regular basis the employee may request to have, as a minimum, an annual medical examination. The cost of such examination shall be met by the School

18.7 Vehicle allowance

- (a) An employee required by the employer to use the employee's motor vehicle in the performance of their duties and such use is approved in advance must be paid the following allowances:
 - (i) **Motor car**

The amount in Table 2 – Allowances of **Schedule A** – Monetary Rate per kilometre, with a maximum payment for 400 kilometres of work related travel per week for casual or incidental use.

The amount in Table 2 – Allowances of **Schedule A** – Monetary Rate per week for regular use.
 - (ii) **Motorcycle**

The amount in Table 2 – Allowances of **Schedule A** – Monetary Rate per kilometre, with a maximum payment for 400 kilometres of work related travel per week.
- (b) Where an employer provides a motor vehicle which is used by an employee in the performance of the employee's duties the employer must pay all expenses including registration, running and maintenance.

18.8 Broken Shift allowance

- (a) When an employee is required to work a broken shift by the employer, the employee shall be paid for each broken shift so worked a Broken Shift Allowance as set out in Table 2 - Allowances, of **Schedule A** - Monetary Rates.
- (b) Where an employee, not required by their employer to work a broken shift, requests in writing a change in their rostered hours such that the requested hours constitute a broken shift no allowance shall apply.

19. Higher duties

19.1 An employer may direct an employee to temporarily perform duties applicable to a classification higher than their current classification.

19.2 Where the employee 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 employee will be paid the rate of pay applicable to the higher classification for the whole period during which the duties are performed.

20. Mixed Functions

20.1 Subject to the employee's written agreement, an employee may be employed to perform work in two positions with different classifications

20.2 The employee must be informed in writing of the total hours they are engaged to perform work in each separate position.

20.3 The employee will be paid the hourly rate applicable to the relevant position under clause 17 of the agreement for the work they perform. Where the two positions are in the same stream, if the work in the higher classified position exceeds 75% of the total hours for which the employee is engaged, pursuant to sub-clause 20.2, the employer will pay the hourly rate applicable to the higher classification for all of the work performed.

21. Payment of wages

21.1 All monies payable will be paid:

- (a) once each fortnight;
- (b) once every four weeks at the end of the first fortnight including payment for two weeks in arrears and two weeks in advance; or
- (c) once every month with payment being made as nearly as possible on the middle of each month including one half month in arrears and one half month in advance.

21.2 Where the pay day falls on a public holiday, salaries shall be paid on the day not being a Saturday, Sunday or public holiday immediately preceding the pay day.

21.3 An employer may elect to pay wages and allowances by cash, cheque or direct transfer. Where monies are paid by direct transfer, the employee has the right to nominate the financial institution and the account.

- 21.4** Where an employee is being paid on a fortnightly basis as at the date that this Agreement becomes operative, that employee will not have the basis of their payment changed merely as a result of the Agreement coming into force.

22. Overpayments

- 22.1** Where excess payments are made in circumstances:

- (a) which were apparent or could reasonably have been expected to be detected by the employee, and
- (b) the employee acknowledges (or unreasonably fails to acknowledge) that excess payments have been made, and
- (c) fails to return the excess payments or enters into an agreed repayment plan,

the excess payments shall be a debt due by the employee to the School. Without limiting other recovery action the School may take the School may offset such payments against subsequent payments made to the employee over the same period of time and in the same amounts that the excess payments were made provided that:

- (a) the School notifies the employee of their rights to seek advice or take action under the dispute resolution procedures in **Schedule E**, and
- (b) the deduction in any one pay period shall not exceed \$100, unless agreed by the employee.

- 22.2** Where excess payments are made in circumstances which were not apparent or could not reasonably have been expected to be detected by the employee, the school and the employee shall seek agreement regarding repayment of the overpayment, including, if a employee requests, discussion between the Union and the school.

For the purpose of this clause, excess payment means a payment made unintentionally by an employer.

23. Remuneration Packaging

- 23.1** This clause shall apply if the School wishes to facilitate the provision of salary and benefit packages to individual members of staff covered by this Agreement.

- 23.2** For the purposes of this clause:

- (a) **'Benefits'** means the benefits nominated by the employee from the benefits provided by the School and listed in sub-clause 23.5.
- (b) **'Benefit Value'** means the amount specified by the School as the cost to the School of the Benefit provided including Fringe Benefit Tax, if any.
- (c) **'Fringe Benefit Tax'** means tax imposed by the *Fringe Benefits Tax Act 1986* (Cth).

- 23.3** Except as provided by this clause, employees covered by this Agreement must be employed at a salary based on a rate of pay, and otherwise on terms and conditions, not less than those prescribed by this Agreement.

- 23.4** The School may offer to provide and the employee may agree in writing to accept:
- (a) the Benefits nominated by the employee; and
 - (b) a salary equal to the difference between the Benefit Value and the salary which would have applied to the employee or under sub-clause 23.3, in the absence of an agreement under this clause.

- 23.5** The available Benefits are those made available by the School from the following list:

- (a) superannuation;
- (b) tuition fees
- (c) other benefits offered by the School.

- 23.6** The School must advise the employee in writing of the Benefit Value before the agreement is entered into.

- 23.7** During the currency of an agreement under sub-clause 23.4:

- (a) any employee who takes paid leave on full pay shall receive the Benefits and salary referred to in sub-clause 23.4;
- (b) if an employee takes leave without pay the employee will not be entitled to any Benefits during the period of leave;
- (c) if an employee takes leave on less than full pay he or she shall receive:
 - (i) the Benefits; and
 - (ii) an amount of salary calculated by applying the formula:

$$A = S \times P\% - [(100\% - P\%) \times B]$$

where:

S = the salary determined by sub-clause 23.4

P = the percentage of salary payable during the leave

B = Benefit Value

A = Amount of salary.

- 23.8** Any other payment under this Agreement, calculated by reference to the employee's salary, however described, and payable:

- (a) during employment; or
- (b) on termination of employment in respect of untaken paid leave; or
- (c) on death,

shall be at the rate of pay which would have applied to the employee under sub-clause 23.3, in the absence of an agreement under sub-clause 23.4.

24. Superannuation

24.1 Superannuation legislation

- (a) Superannuation legislation, including the *Superannuation Guarantee (Administration) Act 1992* (Cth), the *Superannuation Guarantee Charge Act 1992* (Cth), the *Superannuation Industry (Supervision) Act 1993* (Cth) and the *Superannuation (Resolution of Complaints) Act 1993* (Cth), deals with the superannuation rights and obligations of employers and employees.
- (b) The rights and obligations in these clauses supplement those in superannuation legislation.

24.2 Employer contributions

- (a) An employer must make such superannuation contributions to a superannuation fund for the benefit of an employee as will avoid the employer being required to pay the superannuation guarantee charge under superannuation legislation with respect to that employee. Notwithstanding the foregoing the minimum contributions payable over the term of this agreement shall be as follows:

Date of effect	Minimum Contribution
1 July 2013	9.25%
1 July 2014	9.50%
1 July 2015	10.00%
1 July 2016	10.50%

- (b) Under superannuation legislation a school must make contributions on an employee's ordinary time earnings. For the purposes of this Agreement, ordinary time earnings include: the employee's minimum annual rate of pay; the amount of any allowance payable on an ongoing weekly basis and any payment made to the employee as a lump sum long service leave entitlement paid on termination.
- (c) In addition, it is agreed that the school will make an additional superannuation contribution of 1% of applicable earnings to the nominated fund on behalf of any employee who is making their own contribution of at least 1% of applicable earnings to the nominated fund while ever he or she continues to make such a contribution.

24.3 Voluntary employee contributions

- (a) Subject to the governing rules of the relevant superannuation fund, an employee may, in writing, authorise their employer to pay on behalf of the employee a specified amount from the post-taxation wages of the employee into the same superannuation fund as the employer makes the superannuation contributions provided for in sub-clause 24.2.

- (b) An employee may adjust the amount the employee has authorised their employer to pay from the wages of the employee from the first of the month following the giving of three months' written notice to their employer.
- (c) The employer must pay the amount authorised under sub-clauses 24.3(a) or (b) no later than 28 days after the end of the month in which the deduction authorised under sub-clauses 24.3(a) or (b) was made.

24.4 Superannuation fund

- (a) A school will make available the superannuation funds listed below.
- (b) Unless, to comply with superannuation legislation, the employer is required to make the superannuation contributions provided for in sub-clause 24.2 to another superannuation fund that is chosen by the employee, the employer must make the superannuation contributions provided for in sub-clause 24.2 and pay the amount authorised under sub-clauses 24.3(a) or (b) to one of the following superannuation funds or its successor:
 - (i) Christian Super;
 - (ii) NGS Super; or
 - (iii) any superannuation fund to which the employer was making superannuation contributions for the benefit of its employees before 12 September 2008, provided the superannuation fund is an eligible choice fund.
- (c) An employee will notify the employer in writing of the superannuation fund nominated by the employee from the list in sub clause 24.4(b) above into which the employee wishes the employer to make contributions and will make such application to join a fund or have employer contributions made to a fund as is necessary for the employer to meet its obligations pursuant to this Agreement

25. Supported wage and national training wage

- 25.1 For provisions in relation to the supported wage system see Schedule C – Supported Wage System in the Award.
- 25.2 For provisions in relation to the national training wage Schedule D – National Training Wage in the Award

Part 5—Hours of Work and Related Matters

26. Ordinary hours of work

- 26.1 Subject to this clause, a full-time employee's ordinary hours of work will be 38 per week. The ordinary hours of work for a part-time or casual employee will be in accordance with clause 12—Types of employment.
- 26.2 The ordinary hours of work in sub-clause 26.1 may be averaged over a period of thirteen weeks.

26.3 The ordinary hours of work will be worked on no more than five days in any seven days and may be worked as follows:

- (a) On any day from Monday to Friday between 7.00 am and 6.00 pm for the following groups of employees:
 - (i) School support services;
 - (ii) Wellbeing services;
 - (iii) School administration services; or
 - (iv) School operational services—retail employees only.
- (b) On any day from Monday to Saturday between 6.00 am and 8.00 pm for school operational services employees other than those employees referred to elsewhere in this sub-clause 26.3.
- (c) On any day from Monday to Friday between 6.30 am and 6.30 pm for the following employees:
 - (i) Preschool/childcare/out of school hours care services; or
 - (ii) Nursing services.
- (d) On any day from Monday to Saturday between 6.00 am and 6.00 pm for Instructional services employees.
- (e) On any day Monday to Sunday between 6.00 am and 6.00 pm for security/caretaking and cooking, catering housekeeping and laundry services only.
- (f) On any day from Monday to Saturday between 6.00 am and 10.00 pm for school operational services – cleaning employees.

Provided that where a daily span of hours is specified, and there is mutual agreement between the employer and the majority of employees in the particular group, the starting and finishing times may be varied by up to one hour so long as the total hours remain unchanged.

26.4 Ordinary hours in a day will be worked in one or two shifts provided that where ordinary hours are worked in two shifts the allowances in sub-clause 18.8 will be payable to the employee subject to sub-clause 18.8(b)

26.5 An employer may require a part-time employee to work reasonable additional hours in accordance with the provisions of this clause. An employee may refuse to work unreasonable additional hours in accordance with the NES.

- (a) Where the employee's hours are averaged:
 - (i) the employee will be paid for all such additional hours at the casual hourly rate of pay, provided that the additional hours fall within the applicable daily spread of hours in sub-clause 26.3, do not result in the employee working more than eight (8) hours on that day, and do not result in the employee working more than the allowed maximum weekly ordinary hours during the averaging period; and
 - (ii) in all other cases the employee will be entitled to payment at the appropriate overtime rate of pay for any additional hours worked.

- (b) Where the employee's hours are not averaged:
 - (i) the employee will be paid for all such additional hours at the casual hourly rate of pay, provided that the additional hours worked fall within the applicable daily spread of hours in sub-clause 26.3, and do not result in the employee working more than eight (8) hours on that day; and
 - (ii) in all other cases the employee will be entitled to payment at the appropriate overtime rate of pay for any additional hours worked.
- (c) Where additional hours are worked on a day the employee is already attending for work, the minimum casual engagement of two hours will not apply.
- (d) Additional hours worked by a part-time employee in accordance with this clause do not accrue leave entitlements under this Agreement or the NES.

26.6 Breaks between periods of duty

- (a) An employee 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 an employer requires an employee to continue or resume work without having a 10-hour break off duty, the employee 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 sub-clauses 26.6(a) and (b) do not apply to:
 - (i) an employee who is provided with accommodation on the employer's premises or in the vicinity of the employer's premises;
 - (ii) an employee who is attending a school camp or excursion; or
 - (iii) an employee working a broken shift.

26.7 The ordinary hours shall not be changed, without payment of overtime, for work done outside the fixed hours, unless seven days notice of any change of hours is given by the School to the employee; provided that such seven days notice shall not be required if any change of hours is by mutual agreement between the School and the employee.

27. Rostered days off

An employer and a school operations stream employee may agree that the ordinary hours of work provided by clause 26—Ordinary hours of work will be worked over 19 days in each four week period, in which case the following provisions will apply.

- 27.1** The employee will work 152 hours over 19 days in each four week period with one rostered day off on full pay in each such period.
- 27.2** An employee will accrue 24 minutes for each eight hour day worked to give the employee an entitlement to take rostered days off.
- 27.3** Each day of paid leave taken by an employee (but not including long service leave, any period of stand-down, any public holiday or any period of absence for which workers

compensation payments apply occurring during any cycle of four weeks) will be regarded as a day worked for the purpose of accruing an entitlement under sub-clause 27.2.

- 27.4** Rostered days off will not be regarded as part of the employee's annual leave for any purpose.
- 27.5** An employee will not be entitled to more than 12 rostered days off in any 12 months of consecutive employment.
- 27.6** An employee who is scheduled to take a rostered day off before having worked a complete four week cycle will be paid a pro rata amount for the time that the employee has accrued in accordance with sub-clause 27.2.
- 27.7** An employee whose employment is terminated in the course of a four week cycle will be paid a pro rata amount for the time that the employee has accrued in accordance with sub-clause 27.2.
- 27.8** Rostered days off will be determined by mutual agreement between the employer and the employee, having regards to the needs of the place of employment.
- 27.9** An employee will be advised by the employer at least four weeks in advance of the day on which the employee is to be rostered off duty.

28. Breaks

28.1 Meal break

An employee working more than 4 hours on a particular day will be entitled to an unpaid meal break of not less than 30 minutes and up to 1 hour no later than five hours after commencing work. The meal break shall be taken at a time mutually agreed upon between the School and the employee and generally shall not be taken at the end of a shift. Where sub-clause 0 applies an employee is entitled to a further unpaid meal break.

28.2 Rest break

- (a) At a time suitable to the employer, an employee is entitled to a rest break of 10 minutes, which will be counted as time worked.
- (b) The rest break shall not be taken at the beginning or end of a shift, nor immediately before or after a meal break.
- (c) This clause does not apply to an employee working 2 hours or less.

28.3 Access to facilities

Employees shall be supplied with facilities for the heating of water and food and a suitable place protected from the weather to partake of their meals. Employees shall leave such place in a thoroughly clean condition

29. Shiftwork

29.1 Ordinary hours for shiftwork

The ordinary hours for shiftwork will:

- (a) be worked continuously each shift (except for broken shifts and meal breaks);
- (b) not exceed 10 hours, inclusive of a meal break in any single shift; and
- (c) be rostered in accordance with sub-clause 29.4.

29.2 Definitions

The following shift definitions apply:

- (a) **day shift** is a shift which commences and ceases wholly within the spread of ordinary hours identified in sub-clause 26.3;
- (b) **afternoon shift** is a shift which is not a day shift and which finishes after the ordinary hours identified in sub-clause 26.3; and at or before midnight;
- (c) **night shift** is a shift which is not a day shift and which finishes after midnight and at or before 6.00 am.

29.3 Broken shifts

- (a) An employee may be rostered to work ordinary hours in a broken shift, that is a rostered shift in two periods of duty, exclusive of breaks, per day, with a minimum payment (other than for a casual) of two hours for each period of duty.
- (b) Subject to sub-clause 18.8(b) an employee, other than a casual, required to work a broken shift will be paid at the ordinary time rate plus an allowance as specified in sub-clause 18.8.
- (c) The maximum spread between the start of the first period of duty and cease of the second period of duty for a broken shift is 12 hours. Any hours in excess of this 12 hour spread will be paid for as overtime.

29.4 Rostering

- (a) For employees working to a roster, a roster showing normal starting and finishing times and the name of each employee will be prepared by the employer and will be displayed in a place conveniently accessible to the employees at least seven days before the commencement of the roster period.
- (b) An employee may be rostered to work on a Saturday, Sunday or public holiday and will be paid the appropriate penalty in accordance with clause 30—Penalty rates.
- (c) A roster may be altered by mutual consent at any time or by amendment of the roster by the employer on seven days' notice.
- (d) Notwithstanding sub-clause 29.4(c) a roster may be altered at any time to enable the functions of the employer to be carried out where another employee is absent from work due to illness or in an emergency. In such circumstances, unless agreed between the employer and the employee, an employee must be given 48 hours' notice of a change to a rostered shift. If 48 hours' notice is not provided, the employee will be entitled to a penalty of 50% of the ordinary time rate instead of any other penalty that may apply.
- (e) Where such alteration requires an employee to work on a day which would otherwise have been the employee's day off, the day off instead will be arranged by mutual consent.

30. Penalty rates

30.1 Shiftwork

- (a) Where an employee is required by the employer to work shiftwork the following penalty rates will apply:
 - (i) Afternoon shift and night shift will attract a penalty rate of 15% of the ordinary time rate.
 - (ii) A permanent night shift will attract a penalty rate of 30% of the ordinary time rate
- (b) Where an employee requests in writing a change in their rostered hours such that the requested hours constitute an afternoon shift or night shift no penalty rate shall apply.

30.2 Saturday and Sunday work

- (a) An employee other than an employee covered by sub-clause 30.2(b) required to work ordinary time on a Saturday or Sunday will be paid the ordinary time rate of pay plus a penalty of:
 - (i) for ordinary hours worked on a Saturday, 50% of the ordinary time rate; and
 - (ii) for ordinary hours worked on a Sunday, 100% of the ordinary time rate.
- (b) Except that a school operational services employee in the cooking/catering group, rostered to work ordinary hours on a Saturday will be paid the ordinary time rate of pay plus a penalty of 25% of the ordinary time rate and if rostered to work on a Sunday will be paid the ordinary time rate of pay plus a penalty of 75% of the ordinary time rate.

30.3 The penalty rates within this clause and in clause 31—Overtime are not cumulative. Where an employee is entitled to more than one penalty or overtime rate, the employee will be entitled to the highest single penalty rate.

31. Overtime

31.1 Overtime rates

- (a) Subject to sub-clause 31.1(d), 26.5 and 31.2 an employee classified and paid at levels 1-6 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–Friday	150% of the ordinary hourly rate of pay for the first 3 hours and 200% of the ordinary hourly rate of pay after that
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) Except that a nursing services employee rostered to work overtime on a Saturday or Sunday will be paid the ordinary time rate of pay plus a penalty of 50% of the ordinary time rate for all time worked.
- (c) Overtime will be calculated daily.
- (d) Employees classified and paid at levels 7 and 8 shall not be entitled to the benefits of clause Ordinary hours of work, and this clause 31. The salaries payable at levels 7 and above are inclusive of compensation for any overtime payment to which the employee would otherwise be entitled.

31.2 Time off instead of overtime payment

- (a) An employee and an employer may agree that an employee will be provided with time off instead of being paid an overtime payment for all authorised work performed outside of or in excess of the ordinary or rostered hours.
- (b) Overtime taken as time off during ordinary time hours must be taken at the ordinary time rate, that is, an hour for each hour worked.
- (c) Where an employee and an employer have agreed to time off instead of overtime payment under sub-clause 31.2(a) and such time has not been taken:
 - (i) within thirteen weeks of accrual; or
 - (ii) during the non-term weeks agreed in writing between an employee and an employer;

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

31.3 Make-up time

An employee may elect, with the consent of the employer, to work make-up time under which the employee takes time off during ordinary hours, and works those hours at a later time, during the spread of ordinary hours provided in the Agreement.

Part 6—Leave and Public Holidays

32. Annual leave

32.1 Annual leave is provided for in the NES. This clause supplements the NES provisions. (Note: The NES provides for four weeks annual leave for each 12 months of service; or five weeks annual leave for some shift workers for each 12 months of service)

32.2 Annual leave shall be given and taken during the non-term weeks following the end of term four in each school year unless otherwise agreed in writing.

32.3 Annual leave loading

(a) During a period of annual leave, an employee will receive a loading calculated on the rate of wage prescribed in clause 17—Minimum wages of this Agreement. Annual leave loading is payable on leave accrued on the following bases:

- (i) employees who would have worked on day work only had they not been on leave—17.5% of their ordinary rate of pay.
- (ii) employees who would have worked on shiftwork had they not been on leave—17.5% of their ordinary rate of pay or the applicable shift loading, whichever is the greater.

(b) Except that an employer may, at its election, pay:

- (i) annual leave loading to the employee with each salary payment throughout the school year by increasing the annual rate of pay as at the commencement of the school year, or as subsequently varied, by 1.3426%. Where an employer elects to pay annual leave loading with each salary payment throughout the school year, the employer must advise the employee in writing; or
- (ii) annual leave loading in respect of the school year to the employee with the first salary payment in December of that school year at the rate of pay applicable on 1 December of that school year.

32.4 Paid leave in advance of accrued entitlement

An employer may allow an employee to take annual leave either wholly or partly in advance before the leave has accrued. Where paid leave has been granted to an employee in excess of the employee's accrued entitlement, and the employee subsequently leaves or is discharged from the service of the employer before completing the required amount of service to account for the leave provided in advance, the employer is entitled to deduct the amount of leave in advance still owing from any remuneration payable to the employee upon termination of employment.

32.5 Annual Leave Loading on Termination

(a) Where the employment of an employee is terminated by the School for a cause other than misconduct, and at the time of the termination the employee has not been given and has not taken the whole annual leave to which the employee became entitled, the employee shall be paid a loading calculated in accordance with clause 32.3, for the period not taken.

(b) Except as provided in sub-clause 32.5(a), no loading is payable on the termination of an employee's employment.

(Notation: For the avoidance of doubt, this means that no loading is payable when an employee resigns).

33. Personal/carer's leave and compassionate leave

Personal sick/carer's leave and compassionate leave are provided for in the NES. This clause of the Agreement provides agreement specific details and supplements the NES which deals with personal/carer's leave.

33.1 Compassionate leave entitlement

An Employee is entitled to two days paid compassionate leave per occasion in accordance with the Act and subject to the requirements of the Act and NES. An additional day of paid leave will be applicable in the case of bereavement.

33.2 Personal/carer's leave entitlement

An employee, with the exception of a casual employee, shall be entitled to ten days paid personal leave (hereafter base sick leave) and a further five days of additional paid personal leave (hereafter additional sick leave) in the second and subsequent years, subject to the following conditions:

- (a) Employees shall not be entitled to paid leave of absence for any period in respect of which the employee is entitled to payment under the *Workers Compensation Act 1951* (ACT).
- (b) The employee shall notify the Principal of the School, or other such person deputised by the Principal, of the nature of the illness or the need for an absence due to caring responsibilities and the estimated duration of the absence, where practicable, prior to the commencement of the first organised School activity on that day and in any case within twenty-four hours of the commencement of such absence.
- (c) For the purposes of this clause, 'day' means the number of hours which the employee would have worked on that day if not absent.
- (d) The personal leave entitlement of a part-time employee shall be in that proportion which the average number of hours worked by the employee in a week bears to 38. When the number of hours worked by a part-time employee varies, the personal leave entitlement of the employee shall be calculated and credited to the employee in hours at the time of such variation.
- (e) The additional paid personal leave shall only be available when the employee is unable by reason of such illness or injury to attend for duty.

33.3 Personal/carer's leave Accumulation

- (a) Untaken personal leave shall accumulate from year to year subject to clause 33.2(e) and the conditions below:
 - (i) Untaken sick leave entitlement at the date of commencement of this Agreement (carried forward sick leave) shall be accumulated as follows:
 - (A) where an employee has taken less than ten days of sick leave in a year from 1 January 2010 – the difference between ten days and the leave taken shall accumulate indefinitely

- (B) in relation to all other untaken sick leave entitlements an employee is only entitled to the carried forward sick leave accumulated in respect of the six years of continuous service immediately preceding the current year of service.
 - (ii) Untaken base sick leave entitlement shall accumulate from year to year with no maximum accumulation.
 - (iii) Untaken additional sick leave shall be accumulated from year to year provided that an employee is only entitled to the additional sick leave accumulated in respect of the six years of continuous service immediately preceding the current year of service for the first two years of the agreement and then in respect of the five years of continuous service immediately preceding the current year of service thereafter.
 - (iv) Sick leave which accrues to an employee in the employee's current year of service will be taken prior to the taking of any sick leave which the teacher has accumulated in accordance with this clause
 - (v) Sick leave taken by the employee will be deducted from the entitlement for the base sick leave in any year prior to the additional sick leave in any year.
 - (vi) Accumulated sick leave taken by the employee will be deducted from the entitlement for the earliest year available, initially from the base sick leave for that year then the additional sick leave for that year.
- (b) If a public holiday occurs during an employee's absence on sick leave then such public holiday shall not be counted as sick leave.

33.4 Personal/carer's leave Evidentiary Matters

- (a) Subject to sub-clause (b), the employee shall furnish to the School such evidence as the School may desire that the employee was:
 - (i) unable by reason of illness or injury to attend for duty on the day or days for which personal leave is claimed; or
 - (ii) responsible for the care of a member of their immediate family or household as a result of that person's illness or injury including details of the illness or injury of the person concerned and that the illness or injury is such as to require care by another person, or
 - (iii) responsible for the care of a member of their immediate family or household as a result of an unexpected emergency, the nature of the emergency and that such emergency resulted in the person concerned requiring care by the employee.
- (b) Where a single day absence occurs before and/or after a public holiday or a rostered day off, the employee shall provide a medical certificate.
- (c) Where an employee has taken frequent single days of personal leave, or taken extended personal leave such that the School requires additional information in relation to the employee's circumstances, then the School may take action in accordance with this subclause.

- (i) The School may arrange a meeting in order to clarify the position with the employee. The invitation to the employee to attend the meeting shall be in writing (signed by the Principal or the Principal's delegate) with sufficient notice for the employee to be reasonably able to attend the meeting. The invitation shall also refer to the provisions of this clause and shall indicate the grounds for the School's concern about personal leave taken by the employee. The School shall invite the employee to respond verbally at the meeting to the issues raised by the School. An employee shall not unreasonably fail to attend such a meeting where invited so to do by the School.
- (ii) After consideration of the employee's response, the School may
 - a. require further evidence of illness; and/or
 - b. require the employee to provide a medical certificate from a medical practitioner nominated by the School (at the School's cost in relation to any net amount payable by the employee) in relation to the likely period of absence or to establish only eligibility for personal leave (and no other information); and/or
 - c. discuss with the employee any other action.
- (iii) Where an employee fails to attend a meeting as requested by the School pursuant to paragraph (i) of this sub-clause and does not provide a reasonable explanation for such failure, or does not provide further evidence of illness as outlined in paragraph (ii) of this sub-clause, then the School may cease payment of personal leave if the School has reasonable grounds for a belief that the employee is not entitled to personal leave for that absence.
- (iv) The employee may, if a member of the union, request that any matter pursuant to this clause be discussed at any stage between the union and the representative of the School.
- (v) Where an employee is unable to carry out their normal duties due to illness or injury for a period of four or more weeks, a school may require the employee to provide, from the employee's treating health practitioners (at the School's cost in relation to any net amount payable by the employee), additional information regarding the employee's capacity for work and fitness to perform work safely, including, but not limited to: the employee's condition and treatment; the effect of the condition on the employee's capacity to perform their usual work or any work safely (including any limitations or medically imposed restrictions); and the treating health practitioner's prognosis for recovery including relevant timeframes for a return to work. The School may also arrange for the employee to attend a medical examination with a health practitioner nominated by the School (at the School's cost in relation to any net amount payable by the employee) to report on and inform it of these matters. The employee must give the treating health practitioner(s) and/or examining health practitioner any consent required to enable the provision of such information to the School.

34. Parental leave

This clause of the Agreement provides agreement specific details and supplements the NES which deals with parental leave.

For the purposes of this clause:

“PPL Scheme” means the Paid Parental Leave Scheme established under the *Paid Parental Leave Act 2010* (Cth),

“Enhanced PPL Scheme” means any arrangement funded in whole or part by the Government that provides benefits that are greater than those provided for in the PPL Scheme.

34.1 General

- (a) An employee is entitled to take unpaid parental leave in accordance with the provisions of the Act and subject to the limitations and conditions, including notification requirements, contained in that Act. Without limiting the operation of this clause, an employee must have 12 months continuous service to be eligible for parental leave under the Act.
- (b) An employee who takes unpaid maternity leave or adoption leave under the provisions of the Act, and receives payments under an Enhanced PPL Scheme, is eligible to be paid under sub-clause 34.2 of this Agreement, in the case of maternity leave and under sub-clause 34.4 of this Agreement, in the case of adoption leave. If an employee takes concurrent parental leave as described in the Act, sub-clause 34.3 of this Agreement applies.
- (c) An employee who takes unpaid maternity leave or adoption leave under the provisions of the Act, and does not receive payments under an Enhanced PPL Scheme, is eligible to be paid maternity or adoption leave, as applicable, by the School. The maximum amount of the leave for an employee, in these circumstances, is 14 weeks or the period of unpaid maternity or adoption leave taken, if the period of leave taken is less than 14 weeks. This amount shall be paid at the usual times and intervals that other employees are paid at the school from the commencement of the leave or as otherwise agreed in writing. Such paid leave will count as service.
- (d) If sub-clause 34.1(c) applies, no other payments shall be applicable under sub-clause 34.2 of this Agreement, in the case of maternity leave and under sub-clause 34.4 of this Agreement, in the case of adoption leave. However, the same eligibility requirements apply in the case of a second or subsequent child or adoption.

34.2 Maternity Leave and Maternity Bonus

- (a) Subject to paragraph (c) of this sub clause, an employee who takes unpaid maternity leave under the provisions of the Act, and who receives payments under an Enhanced PPL Scheme, including where the child is stillborn as defined in the Enhanced PPL Scheme, is eligible to receive a maternity bonus in the form of make-up pay from the School for the period that the employee receives payment under the scheme. The calculation of make-up pay is dealt with at paragraph (d) below.
- (b) The maximum amount of the maternity bonus for an employee, who takes maternity leave after the commencement of this Agreement, is 14 weeks make up pay or make up pay for the period of unpaid maternity leave taken, if the period of leave taken is less than 14 weeks.
- (c) Where a employee gives birth to a second or subsequent child following an earlier period of maternity leave and has not returned to work for a period of four school terms, or such lesser period as may be agreed to by the School, before the birth of the second or subsequent child, the employee will not be entitled to the maternity

bonus. However, the employee will remain entitled to unpaid maternity leave in accordance with the Act.

- (d) The weekly maternity bonus (make-up payment) payable is the difference, if any, between the employee's gross weekly salary for the position held by the employee before the employee commenced leave and the gross weekly amount received by the employee under the Enhanced PPL Scheme.
- (e) If a maternity bonus is payable, the employee must be paid:
 - (i) at the same time as payments are payable under the Enhanced PPL Scheme;
 - (ii) at the usual times and intervals that other employees are paid at the school from the commencement of the leave if agreed by the school; or
 - (iii) as otherwise agreed in writing.
- (f) Other than as provided by the Act, the period of maternity leave will not count as a period of service under this Agreement or any statute.
- (g) A employee must give notice of the intention to take leave and provide other notices and documentation in accordance with the provisions of the Act.

34.3 Concurrent Parental Leave (including former Paternity Leave)

- (a) An employee who is entitled to take unpaid parental leave pursuant to section 71 or section 72 of the Act and who applies to take concurrent parental leave pursuant to section 72(5) of the Act will be entitled to choose to take this leave as unpaid leave or to take two weeks paid carer's leave commencing on the day of birth of the child, or on the day on which the child or mother of the child leaves hospital following the birth, or in the case of an adoption, from the date of placement of the child.
- (b) Any carer's leave taken in accordance with this clause shall be deducted from the additional personal leave entitlement of the employee.
- (c) A period of paid carer's leave will count as a period of service under this Agreement pursuant to the provisions applying to carer's leave in the Act.
- (d) An employee must give notice of the intention to take parental leave and provide other notices and documentation as required by the provisions of the Act.
- (e) An employee who receives two weeks 'Dad and Partner' pay under the PPL Scheme during the three week period of concurrent parental leave available under the Act may only take one week of paid carer's leave (as the employee must be on unpaid leave to receive the 'Dad and Partner' pay).

34.4 Adoption Leave and Adoption Bonus

- (a) Subject to paragraph (c) of this sub-clause, a employee who takes unpaid adoption leave under the provisions of the Act, and who receives payments under an Enhanced PPL Scheme, is eligible to receive an adoption bonus, in the form of make-up pay from the School, for the period that the employee receives payment under the scheme. The calculation of make-up pay is dealt with at paragraph (d) below.
- (b) The maximum amount of the adoption bonus for an employee who takes adoption leave after the commencement of this Agreement, is 14 weeks make up pay or make up pay for the period of unpaid adoption leave taken, if the period of leave taken is

less than 14 weeks. The adoption bonus is only payable in respect of one adopting parent of a child.

- (c) Where an employee adopts a second or subsequent child following an earlier period of adoption leave and has not returned to work for a period of four school terms, or such lesser period as may be agreed to by the school, before the adoption of the second or subsequent child, the employee will not be entitled to the adoption bonus. However, the employee will remain entitled to unpaid adoption leave in accordance with the Act.
- (d) The weekly adoption bonus (make-up pay) payable is the difference, if any, between the employee's gross weekly salary for the position held by the employee before the employee commenced leave and the gross weekly amount received by the employee under the Enhanced PPL Scheme.
- (e) If an adoption maternity bonus is payable, the employee must be paid at the same time as payments are payable under the PPL Scheme or as otherwise agreed in writing.
- (f) Other than as provided by the Act, the period of adoption leave will not count as a period of service under this Agreement or any statute.
- (g) An employee must give notice of the intention to take leave and provide other notices and documentation in accordance with the provisions of the Act (and in particular, section 74).

34.5 Right to Request

This clause of the Agreement provides agreement specific details and supplements the NES which deals with requests for flexible working arrangements and extensions to parental leave. Nothing in this clause should be read to limit the operation of section 65 of the Act.

- (a) An employee entitled to parental leave may request a school to allow the employee:
 - (i) to extend the period of simultaneous (concurrent) unpaid parental leave up to a maximum of eight weeks;
 - (ii) to extend the period of unpaid parental leave for a further continuous period of leave not exceeding 12 months;
 - (iii) to return from a period of parental leave on changed working arrangements;to assist the employee in reconciling work and parental responsibilities, so long as the child is under school age, or, if the child has a disability, under the age of 18.
- (b) The school shall consider the request having regard to the employee's circumstances and, provided the request is genuinely based on the employee's parental responsibilities, may only refuse the request on reasonable grounds related to the effect on the workplace or the school's business. Such grounds might include cost, lack of adequate replacement staff, loss of efficiency and the impact on the provision of educational services.
- (c) The employee's request and the school's response (decision) must be recorded in writing.

- (d) Where an employee wishes to make a request under subparagraph 34.5(a)(iii) , such a request must be made as soon as possible before the date upon which the employee is due to return to work from parental leave.

34.6 Communication during Parental Leave

- (a) Where an employee is on parental leave and a definite decision has been made to introduce significant change at the workplace, the school shall take reasonable steps to:
 - (i) make information available to the employee in relation to any significant effect the change will have on the status, responsibility level, pay or location of the position the employee held before commencing parental leave; and
 - (ii) provide an opportunity for the employee to discuss any significant effect the change will have on the status, responsibility level, pay or location of the position the employee held before commencing parental leave.
- (b) The employee shall take reasonable steps to inform the school about any significant matter that will affect the employee's decision regarding the duration of parental leave to be taken, whether the employee intends to return to work and whether the employee intends to request to return to work on a part-time basis.
- (c) The employee shall also notify the school of changes of address or other contact details which might affect the school's capacity to comply with this clause.

35. Long Service Leave

35.1 General Provisions

Except in so far as expressly varied by the provisions of this clause, the provisions of the *Long Service Leave Act 1976* (ACT), shall apply to employees employed under this Agreement.

35.2 Quantum of Leave

Subject to clause 35.3 the amount of long service leave to which an employee is entitled, from the commencement of this Agreement, shall be:

- (a) In the case of an employee who has completed at least seven years' service with the same School:
 - (i) in respect of the first ten years of service so completed, 13 weeks; and
 - (ii) in respect of each additional completed year of service with the same employer, two weeks.
- (b) In the case of an employee who has completed with the School five years' service, and whose services are:
 - (i) terminated by the School for any reason other than misconduct; or
 - (ii) cease for any other reason (including resignation by the Employee),

a proportionate amount on the basis of 13 weeks for ten years' service [such service to include service with the School as an adult and otherwise than as an adult].

35.3 Calculation of Accrued Entitlement

In the case of employees whose service with the employer commenced prior to the commencement of this Agreement and whose service would entitle them to long service leave under this clause, the amount of long service leave to which the employee shall be entitled is the amount calculated in accordance with the applicable table below:

- (a) Entitlements for employees engaged to provide school support services, , instructional services or school administration services:

Service prior to 27 June 1996	The amount calculated on the basis of the <i>Long Service Leave Act</i> or The amount calculated on the basis of the arrangements operating in the School for the period prior to 27 June 1996, whichever is the greater
Service from 27 June 1996 to 1 February 2000	1.3 weeks per year up to 10 years' service (ie 13 weeks long service leave for 10 completed years of service) 1.3 weeks per year for each year of service in excess of 10 years' service
Service from 1 February 2000 to 1 February 2002	1.3 weeks per year up to 10 years' service (ie 13 weeks long service leave for 10 completed years of service) 1.9 weeks per year for each year of service in excess of 10 years' service
Service from 1 February 2002 to the commencement of this Agreement	1.3 weeks per year up to 10 years' service (ie 13 weeks long service leave for 10 completed years of service) 2.0 weeks per year for each year of service in excess of 10 years' service

- (b) Entitlements for employees engaged to provide school operational services:

Service prior to 2 February 1999	The amount calculated on the basis of the <i>Long Service Leave Act</i> or The amount calculated on the basis of the arrangements operating in the School for the period prior to 2 February 1999, whichever is the greater
Service from 2 February 1999 to 1 February 2002	1.3 weeks per year up to 10 years' service (ie 13 weeks long service leave for 10 completed years of service) 1.3 weeks per year for each year of service in excess of 10 years' service

Service from 1 February 2002 to the commencement of this Agreement	1.3 weeks per year up to 10 years' service (ie 13 weeks long service leave for 10 completed years of service) 2.0 weeks per year for each year of service in excess of 10 years' service
--	---

- (c) Entitlements for employees engaged to provide nursing services, preschool/childcare services or wellbeing services:

Service prior to the commencement of this Agreement	The amount calculated on the basis of the <i>Long Service Leave Act</i> or The amount calculated on the basis of the arrangements operating in the School for the period prior to the commencement of this Agreement, whichever is the greater
---	--

35.4 Conditions of taking leave

- (a) In accordance with the Act an employee entitled to 4 weeks or more of long service leave will be granted such leave:
- (i) as soon as practicable, having regard to the needs of the school, after the employee becomes entitled to the leave; or
 - (ii) if the school and employee agree in writing - at another time or times.
- (b) The school will give the give the employee at least 60 days written notice of any requirement to take leave unless the employee agrees to a shorter period.

35.5 Long Service and Public Holidays

- (a) Any long service leave shall be exclusive of any public holidays falling within the period of such leave.
- (b) Non-term week days which the employee is not normally required to work and which fall within the period of long service leave shall not be charged against long service leave and shall not be paid unless otherwise agreed between the employee and the school.

35.6 Continuous Service

The service of an employee with the School shall be deemed continuous notwithstanding the service has been interrupted by reason of the employee taking unpaid parental leave or other approved leave without pay. Excepting non-term weeks during which the employee is stood down the period during which the service is so interrupted shall not be taken into account in calculating the period of service.

35.7 Payment in Lieu of Long Service Leave

- (a) Payment in lieu of Long Service Leave Generally

- (i) A employee with 10 years' continuous service with the school may cash out an amount of accrued but untaken long service leave that exceeds the amount of long service leave that the employee would have accrued if the rate of accrual in the Act applied to the employee's employment (the additional long service leave), on the following basis:
 - A. the employee elects to cash out the additional long service leave;
 - B. the employee provides a written election to the school stating that the employee wishes to cash out the additional long service leave; and
 - C. the school, in its discretion, authorises the employee to cash out the additional long service leave.
- (ii) If a employee cashes out an amount of additional long service leave in accordance with this clause:
 - A. the school will, within a reasonable time, give the employee the amount of pay they would have received if they had taken the long service leave that the employee cashed out;
 - B. the employee's entitlements to long service leave will be reduced by the extent of such payment and the employee will no longer be entitled to the long service leave that they have cashed out; and
 - C. the employee may not seek to cash out further additional long service leave accrued until the employee has completed a further 5 years' service from the time that the employee last became entitled to the benefit of this clause, unless the school agrees otherwise.
- (iii) The parties agree that the primary purpose of long service leave is for a employee to have an extended period of rest and recuperation away from work and that this will be taken into account in any decision to cash out additional long service leave.

36. Portable Long Service Leave Scheme

36.1 Definitions

- (a) "Previous Employer" means the employer of the employee prior to the employee commencing employment with the School.
- (b) "New Employer" means a school at which the employee has been offered and accepted employment.
- (c) "Long Service Leave Accrual" means as at the date of termination of employment the amount of entitlement to be paid in lieu of long service leave in accordance with subclause 35.2(b) of this agreement and *the Long Service Leave Act 1976*;
- (d) "Transferred Amount" means where the employee elects for the Long Service Leave Accrual to be transferred to a New Employer the amount of the payment transferred.
- (e) "New Employer LSL Accrual" means the amount of long service leave accrued by the employee with the New Employer calculated in accordance with the scale of accrual

set out in subclause 35.2(a) taking into account the deemed service in accordance with subclause 36.2(b);

- (f) "Transferred LSL Accrual" means the Transferred Amount divided by the employee's rate of pay with the New Employer at the date of the calculation.

36.2 Employees transferring an entitlement from a previous employer

- (a) This clause applies when an employee is employed by the School and has arranged for a long service leave entitlement from a Previous Employer to be transferred to the School on terms consistent with this clause.

- (b) **Deemed Service with the School**

For the purposes only of:

- (i) calculating the rate of accrual of future long service leave entitlements; and
- (ii) triggering the entitlement to take further long service leave;

Where:

- (i) an employee has elected for the Previous Employer to pay the Long Service Leave Accrual to the School; and
- (ii) the Transferred Amount has been received by the School;

the employee's service with the Previous Employer shall be deemed to be service with the School

- (c) **Calculation of Long Service Leave Entitlements**

Subject to subclause (b), the amount of long service leave to which an employee is entitled at a particular point in time in accordance with the Portable Long Service Leave Scheme, is to be determined in accordance with the following formula:

New Employer LSL Accrual + Transferred LSL Accrual

- (d) **Special Conditions of taking Long Service Leave with the School**

An employee to which this clause applies is not entitled to take any long service leave with the School unless, at the time the employee would take the leave, the following conditions are satisfied:

- (i) the employee has completed at least 10 years service (including both actual service with the School and deemed service with the School in accordance with subclause (b)); and
- (ii) the employee has been employed by the New Employer for at least 5 years, subject to subclause (e); and
- (iii) the employee has accrued sufficient long service leave (calculated on the basis of subclause (c) to take leave of at least one school term, subject to subclause (e).

(e) School may waive Special Conditions of taking Long Service Leave

Despite subclauses 36.2(d)(i) and 1.1(a)(ii)(ii) and subject to subclause 36.2(f), an employee may commence to take long service leave earlier than the time prescribed in subclause (i) with the agreement of the New Employer.

Despite subclause 36.2(d)(iii) and subject to subclause 36.2(f), an employee may take an amount of long service leave which is less than one school term with the agreement of the New Employer.

(f) General Conditions of taking Long Service Leave to apply

For the avoidance of doubt, the conditions for taking long service leave set out in clause 35.4 apply with respect to the School to any Employee who has transferred an entitlement from a previous employer.

(g) Interest if Long Service Leave not taken

An employee who leaves the School within 5 years and who has not taken long service leave during that time is entitled to a payment calculated as follows:

$$P = T \times A/B$$

where:

P = the amount of the payment due

T = the Transferred Amount

A = Australian Bureau of Statistics, Consumer Price Index – All Groups Index Number for Canberra for the quarter immediately preceding the date of the payment

B = Australian Bureau of Statistics, Consumer Price Index – All Groups Index Number for Canberra for the quarter immediately preceding the date of receipt of the Transferred Amount

36.3 Employees transferring an entitlement to a New Employer

This clause applies to an employee:

- (a)** whose employment with the School terminates; and
- (b)** as at the date of termination of employment, who has an entitlement to be paid in lieu of long service leave in accordance with subclause 35.2(b) of this agreement and the *Long Service Leave Act 1976*, and
- (c)** who has been offered and has accepted employment with New Employer; and
- (d)** who is to commence employment with the New Employer.

36.4 Election regarding Long Service Leave Accrual

- (a)** Subject to subclause 36.4(b) an employee who satisfies the requirements in subclause 36.3 may elect for the School to either:
 - (i)** pay the Long Service Leave Accrual to the Employee as a lump sum payment or;
 - (ii)** pay the Long Service Leave Accrual to the New Employer.

- (b) The School must notify the employee of their right to make an election in accordance with subclause 36.4(a) at least three weeks before the date of termination of the employee's employment with the School, if practicable.
- (c) For the purpose of subclause 36.4(a), an employee must notify the School of their election at least one week prior to the termination of the employee's employment with the School (or such later time if agreed by the School) in writing.
- (d) Where the employee elects for the School to pay the Long Service Leave Accrual to the New Employer, and notifies the School of such an election in accordance with subclause 36.4(b), the School must pay the Long Service Leave Accrual to the New Employer on the date of termination of the employee's employment with the School, if practicable, but no later than the date the Employee commences employment with the New Employer. The employee will have no further entitlement to long service leave or a payment in lieu with the School, the employee's right to long service leave or a payment in lieu being extinguished by the payment of the Transferred Amount to the New Employer.
- (e) If an employee fails to make an election in accordance with subclause 36.4(a) or fails to satisfy the requirements in subclause 36.4(c) in making an election, the School must pay the Long Service Leave Accrual to the employee as a lump sum payment, unless otherwise agreed by the School.
- (f) An employee will be eligible for service to be recognised by the New Employer except where at the date of termination the balance of the employee's long service leave accrual is less than 5 weeks.
- (g) For the avoidance of doubt, an election made under subclause 36.4(a) is not able to be revoked or changed.

37. Community service leave

Community service leave is provided for in the NES. This clause of the Agreement provides agreement specific details and supplements the NES which deals with community service leave.

- (a) A full time or part-time employee required to attend for jury service during ordinary working hours shall be provided with leave for this purpose.
- (b) An employee required to attend for jury duty must apply for payment of a jury attendance fee (or jury allowance) for such duty. An employee required to attend for jury duty must not fill in a statutory declaration or other form to the effect that the employer will continue to pay the employee's normal pay while on jury duty.
- (c) Subject to sub-clause (b) above, the school will pay the employee the difference between the allowance or payment received by the employee for such jury service and the pay that the employee would otherwise have received for work at the school over the period of the jury service.
- (d) As a matter of practice, the school may make a payment to the employee representing the employee's full pay for the period, in which case the employee shall be required to reimburse to the school any monies payable to the employee for such attendance on jury service (excluding reimbursement of expenses) which required the employee's absence from the school.

- (e) The employee shall notify the employer as soon as possible of the date upon which he or she is required to attend for jury service. The employee shall provide to the employer a copy of the summons to attend jury duty and a record of payments received as proof of attendance.

38. Examination Leave

Where an employee is enrolled for a course of study in a professional development course approved by the School, he or she will be entitled to attend a scheduled examination conducted at premises owned, leased or licensed by the institution that provides the course without loss of pay. For avoidance of doubt, this clause does not apply in the case of "take home"- type examinations.

39. Public holidays

39.1 Public holidays are provided for in the NES.

39.2 Payment for work on a public holiday

An employee required to work on a public holiday will be paid at the rate of 250% for ordinary hours performed, unless the employer and the employee have agreed to the employee taking a day off instead of receiving payment in which case the employee will be paid at the ordinary time rate for work on the public holiday.

39.3 Substitution of public holidays

- (a) By agreement between the employer and the majority of employees, an alternative day may 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 employee.
- (b) Where substitution is agreed, the substituted day will be the public holiday for all purposes of this Agreement.

Schedule A—Monetary Rates

Table 1A – Annual Rates of Salary – Core Scale & School Operational Services Stream

Classification Level	Step	Core Scale				
		Annual rates from the first full pay period on or after 1 July 2012 \$	Annual rates from the first full pay period on or after 1 July 2013 \$	Annual rates from the first full pay period on or after 1 July 2014 \$	Annual rates from the first full pay period on or after 1 July 2015 \$	Annual rates from the first full pay period on or after 1 July 2016 \$
Level 1	Step 1	48,083	50,006	51,256	52,409	53,588
	Step 2	49,482	51,461	52,748	53,935	55,149
	Step 3	50,881	52,916	54,239	55,459	56,707
	Step 4	52,276	54,367	55,726	56,980	58,262
Level 2	Step 1	54,021	56,182	57,587	58,883	60,208
	Step 2	55,514	57,735	59,178	60,510	61,871
	Step 3	57,007	59,287	60,769	62,136	63,534
	Step 4	58,496	60,836	62,357	63,760	65,195
Level 3	Step 1	59,264	61,635	63,176	64,597	66,050
	Step 2	60,753	63,183	64,763	66,220	67,710
	Step 3	62,244	64,734	66,352	67,845	69,372
	Step 4	63,808	66,360	68,019	69,549	71,114
Level 4	Step 1	65,203	67,811	69,506	71,070	72,669
	Step 2	66,600	69,264	70,996	72,593	74,226
	Step 3	67,999	70,719	72,487	74,118	75,786
	Step 4	69,394	72,170	73,974	75,638	77,340
Level 5	Step 1	70,639	73,465	75,302	76,996	78,728
	Step 2	72,198	75,086	76,963	78,695	80,466
	Step 3	73,590	76,534	78,447	80,212	82,017
	Step 4	74,987	77,986	79,936	81,735	83,574
Level 6	Step 1	76,488	79,548	81,537	83,372	85,248
	Step 2	78,017	81,138	83,166	85,037	86,950
	Step 3	79,578	82,761	84,830	86,739	88,691
	Step 4	81,169	84,416	86,526	88,473	90,464
Level 7	Step 1	82,792	86,104	88,257	90,243	92,273
	Step 2	84,448	87,826	90,022	92,047	94,118
	Step 3	86,137	89,582	91,822	93,888	96,000
	Step 4	87,859	91,373	93,657	95,764	97,919
Level 8	Step 1	89,617	93,202	95,532	97,681	99,879
	Step 2	91,410	95,066	97,443	99,635	101,877
	Step 3	93,237	96,966	99,390	101,626	103,913
	Step 4	95,102	98,906	101,379	103,660	105,992

Core scale applies to staff except School Operational Services and Pre-school/childcare Services streams

Table 1A – Annual Rates of Salary – Core Scale & School Operational Services Stream

Classification Level	Step	School Operational Services Stream				
		Annual rates from the first full pay period on or after 1 July 2012 \$	Annual rates from the first full pay period on or after 1 July 2013 \$	Annual rates from the first full pay period on or after 1 July 2014 \$	Annual rates from the first full pay period on or after 1 July 2015 \$	Annual rates from the first full pay period on or after 1 July 2016 \$
Level 1	Step 1	33,850	35,204	36,084	36,896	37,726
	Step 2	34,769	36,160	37,064	37,898	38,751
	Step 3	35,690	37,118	38,046	38,902	39,777
	Step 4	36,611	38,075	39,027	39,905	40,803
Level 2	Step 1	37,530	39,031	40,007	40,907	41,827
	Step 2	38,451	39,989	40,989	41,911	42,854
	Step 3	39,369	40,944	41,968	42,912	43,878
	Step 4	40,292	41,904	42,952	43,918	44,906
Level 3	Step 1	41,213	42,862	43,934	44,923	45,934
	Step 2	42,130	43,815	44,910	45,920	46,953
	Step 3	43,050	44,772	45,891	46,924	47,980
	Step 4	43,932	45,689	46,831	47,885	48,962
Level 4	Step 1	44,892	46,688	47,855	48,932	50,033
	Step 2	45,810	47,642	48,833	49,932	51,055
	Step 3	46,731	48,600	49,815	50,936	52,082
	Step 4	47,650	49,556	50,795	51,938	53,107
Level 5	Step 1	48,988	50,948	52,222	53,397	54,598
	Step 2	50,327	52,340	53,649	54,856	56,090
	Step 3	51,666	53,733	55,076	56,315	57,582
	Step 4	53,004	55,124	56,502	57,773	59,073
Level 6	Step 1	54,341	56,515	57,928	59,231	60,564
	Step 2	55,680	57,907	59,355	60,690	62,056
	Step 3	57,019	59,300	60,783	62,151	63,549
	Step 4	58,354	60,688	62,205	63,605	65,036
Level 7	Step 1	59,264	61,635	63,176	64,597	66,050
	Step 2	60,753	63,183	64,763	66,220	67,710
	Step 3	62,244	64,734	66,352	67,845	69,372
	Step 4	63,808	66,360	68,019	69,549	71,114
Level 8	Step 1	65,203	67,811	69,506	71,070	72,669
	Step 2	66,600	69,264	70,996	72,593	74,226
	Step 3	67,999	70,719	72,487	74,118	75,786
	Step 4	69,394	72,170	73,974	75,638	77,340

Table 1B – Annual Rates of Salary – Pre-school/childcare Services Stream

Classification Level	Step	Annual rates from the first full pay period on or after 1 July 2012 \$	Annual rates from the first full pay period on or after 1 July 2013 \$	Annual rates from the first full pay period on or after 1 July 2014 \$	Annual rates from the first full pay period on or after 1 July 2015 \$	Annual rates from the first full pay period on or after 1 July 2016 \$
Level 1	Step 1	35,690	37,118	38,046	38,902	39,777
Level 2	Step 1	35,690	37,118	38,046	38,902	39,777
	Step 2	36,611	38,075	39,027	39,905	40,803
Level 3	Step 1	37,530	39,031	40,007	40,907	41,827
	Step 2	38,451	39,989	40,989	41,911	42,854
	Step 3	39,369	40,944	41,968	42,912	43,878
	Step 4	40,292	41,904	42,952	43,918	44,906
Level 4	Step 1	43,050	44,772	45,891	46,924	47,980
	Step 2	43,932	45,689	46,831	47,885	48,962
Level 5	Step 1	46,731	48,600	49,815	50,936	52,082
	Step 2	47,650	49,556	50,795	51,938	53,107
Level 6	Step 1	51,666	53,733	55,076	56,315	57,582
	Step 2	53,004	55,124	56,502	57,773	59,073
Level 7	Step 1	54,341	56,515	57,928	59,231	60,564
	Step 2	55,680	57,907	59,355	60,690	62,056
Level 8	Step 1	59,264	61,635	63,176	64,597	66,050
	Step 2	60,753	63,183	64,763	66,220	67,710

Table 2 - Allowances

		Allowance from the first full pay period on or after				
Clause No.	Brief Description	1-Jul-12 \$	1-Jul-13 \$	1-Jul-14 \$	1-Jul-15 \$	1-Jul-16 \$
18.2	First Aid & medication allowance (per day)	2.90	2.95	3.00	3.05	3.10
18.3	Meal Allowance during overtime work (per meal)	15.00	15.00	15.00	15.00	15.00
18.4	On call allowance (per day)	6.50	6.55	6.60	6.65	6.70
18.5	Tool allowance Carpenter or joiner (per week)	29.00	29.00	29.50	29.50	30.00
	Other trades (per week)	15.50	15.50	15.75	15.75	16.00
18.6	Uniform/protective clothing Allowance					
	Per day	1.90	1.90	1.95	1.95	2.00
	Per week	9.50	9.50	9.75	9.75	10.00
18.7	Own Car Allowance: Weekly less than 1.5 litre	150.00	150.00	150.00	150.00	150.00
	Weekly 1.5 litre or more	200.00	200.00	200.00	200.00	200.00
	Motor car per km (max 400kms)	0.75	0.75	0.75	0.75	0.75
	Motorcycle per km (max 400kms)	0.25	0.25	0.25	0.25	0.25
18.8	Broken Shift (per day)	6.50	6.55	6.60	6.65	6.70

Schedule B—Classifications

B.1 Definitions

B.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 employee 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 employee may be required. Performance will be measured against objectives.

B.1.2 Definition 2: Qualifications

Within the Australian Qualifications Framework:

(a) Year 12

Completion of a senior secondary certificate of education, usually in Year 12 of secondary school.

(b) Trade certificate

Completion of an apprenticeship, normally of four years' duration, or equivalent recognition, e.g. Certificate III.

(c) Post-trade certificate

A course of study over and above a trade certificate and less than a Certificate IV.

(d) Certificates I and II

Courses that recognise basic vocational skills and knowledge, without a Year 12 prerequisite.

(e) Certificate III

A course that provides a range of well-developed skills and is comparable to a trade certificate.

(f) Certificate IV

A course that provides greater breadth and depth of skill and knowledge and is comparable to a two year part-time post-Year 12 or post-trade certificate course.

(g) Diploma

A course at a higher education or vocational educational and training institution, typically equivalent to two years' full-time post-Year 12 study.

(h) Advanced diploma

A course at a higher education or vocational educational and training institution, typically equivalent to three years' full-time post-Year 12 study.

(i) Degree

A recognised degree from a higher education institution, often completed in three or four years, and sometimes combined with a one year diploma.

(j) Postgraduate degree

A recognised postgraduate degree, over and above a degree as defined above.

NOTE: Previously recognised qualifications obtained prior to the implementation of the Australian Qualifications Framework continue to be recognised. The above definitions also include equivalent recognised overseas qualifications.

B.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 an employee 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 employees are supervised or managed and the role of employees 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.

(f) Typical activities

Examples of activities typically undertaken by employees in different roles at each of the classification levels. Examples of occupational equivalent positions are provided. Reference to small, medium and large schools is made, based upon student enrolment. A small school enrolls less than 300 students, a medium school enrolls between 300 and 600 students and a large school enrolls more than 600 students.

B.2 Classifications

B.2.1 Level 1

An employee at this level will learn and gain competency in the basic skills required by the employer. In the event that the increased skills/competency are required and utilised by the employer, 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 employee follows standard procedures in a predefined order. The employee resolves problems where alternatives for the employee are limited and the required action is clear or can be readily referred to a more senior employee.

(c) Level of supervision

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

(d) Training level or qualifications

An employee is not required to have formal qualifications or work experience upon engagement. An employee 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 employees with whom the employee will be working.

(e) Typical activities

(i) School support services grade 1

- 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 employee 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, integration aide/assistant

(ii) Preschool/childcare services grade 1

- Learning and implementing the policies, procedures and routines and the requisite basic skills
- Learning how to establish relationships and interacting with children
- Attending to the physical, social and emotional needs of children on an individual or group basis
- Assisting in the development of good relations with families attending the facility
- Performing basic duties, including food preparation, cleaning or gardening
- *Occupational equivalent*: childcare assistant, outside school hours assistant, preschool assistant, kindergarten assistant

(iii) School administration services grade 1

- 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

(iv) School operational services grade 1

- 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 employee'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

B.2.2 Level 2

An employee at this level performs work above and beyond the skills of an employee 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) An employee 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 employees 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) School support services grade 2

- Providing assistance with the educational program where limited discretion and judgment and/or specific skills are involved
- *Occupational equivalent:* teacher aide/assistant, integration aide/assistant
- 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
- 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

(ii) Preschool/childcare services grade 2

- Assisting in the implementation of the children's program under supervision
- Assisting in the implementation of daily care routines
- Developing awareness of, and assisting in the maintenance of, the health and safety of children in care
- Understanding and working according to the policies and procedures associated with the children's program
- Responsibility for food preparation, cleaning, gardening or general maintenance under the guidance of the director or the director's nominee
- Demonstrating knowledge of hygienic handling of food and equipment
- *Occupational equivalent:* childcare assistant

(iii) Wellbeing services grade 1

- Providing first aid services, as the designated first aid officer in the school
- *Occupational equivalent:* first aid officer

(iv) School administration services grade 2

- 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 grade 2

- 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

B.2.3 Level 3

An employee at this level performs work above and beyond the skills of an employee 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 employees may be required. When employees 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) School support services grade 3

- Undertaking some responsibility for other employees in the work area
- Providing assistance or guidance to other employees 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
- Undertaking some responsibility for other employees in the work area
- Providing assistance or guidance to other employees 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
- Assisting students and employees 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

(ii) Preschool/childcare services grade 3

- 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 employees
- Working with individual children with particular needs, under direction
- Assisting in the direction of untrained employees
- Undertaking and implementing the requirements of quality assurance
- Working in accordance with food safety regulations
- *Occupational equivalent:* childcare assistant

(iii) School administration services grade 3

- 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, employees 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
- 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)

(iv) School operational services grade 3

- 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 employees 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

B.2.4 Level 4

An employee at this level performs work above and beyond the skills of an employee 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 employee 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 employees 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) School support services grade 4

- Demonstrating and instructing students and employees 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 grade 3A

- Exercises similar responsibilities as a grade 3 but an employee at this level has a Diploma in Children's Services.
- *Occupational equivalent:* childcare assistant

(iii) Wellbeing services grade 2

- Providing support and guidance to students
- Providing welfare services to students
- *Occupational equivalent:* youth welfare officer

(iv) School administration services grade 4

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

(v) School operational services grade 4

- 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 grounds person (medium or large school)

(vi) Instructional services grade 1

- Instructing individual students as part of an extra-curricula instrumental music program
- Providing assistance in the training and coaching of individuals and teams in various sporting disciplines
- *Occupational equivalent:* instrumental music tutor, sports coach

B.2.5 Level 5

An employee at this level performs work above and beyond the skills of an employee 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) School support services grade 5

- Providing specialist technical advice, direction and assistance in the employee'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 grade 4

- 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 employees
- Ensuring a safe environment is maintained for children and employees
- Ensuring that records are maintained accurately for each child in the employee'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 grade 5

- 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 grade 5

- Managing a range of functions
- *Occupational equivalent*: assistant property manager (large school), property manager (medium school)

(v) Instructional services grade 2

- Preparing instrumental music students for external examination in their discipline as part of an extra-curricula program
- Coaching and trains sporting teams for external competition
- *Occupational equivalent*: music tutor, sports coach, trainer

B.2.6 Level 6

An employee at this level performs work above and beyond the skills of an employee 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. employees 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) employees 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. employees 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 employees. 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 grade 5

- *Occupational equivalent:* operating as the assistant director:
- Responsibility for co-ordinating and directing the activities of employees, including the employees 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 employees, trainees and students on placement and assisting in administrative functions

(ii) Wellbeing services grade 3

- 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 grade 1

- Providing primary nursing care with its associated administrative responsibilities
- *Occupational equivalent:* school nurse

(iv) School administration services grade 6

- Operating and being responsible for a structurally and/or operationally defined section
- Providing professional advice to students and employees on the employee's area of expertise
- Responsibility for professional development of other employees
- Contributing to operational and strategic planning in the area of responsibility
- *Occupational equivalent:* public relations manager/director, school development manager

(v) School operational services grade 6

- Managing a range of functions
- *Occupational equivalent:* property manager

(vi) Instructional services grade 3

- Conducting and co-ordinating a school choir, band or musical ensemble or more than one of these
- Supervising other coaching staff and managing sporting facilities
- *Occupational equivalent:* choir master, conductor, head coach

B.2.7 Level 7

An employee at this level performs work above and beyond the skills of an employee at Level 6.

(a) Competency

- (i)** Within constraints set by management, employees exercise initiative in the application of professional practices demonstrating independent discretion and judgment, which may have effect beyond a work area. An employee at this level is expected to carry a high proportion of tasks involving complex, specialised or professional functions.
- (ii)** An employee may independently relate existing policy to work assignments or rethink the way a specific body of knowledge is applied in order to solve problems. In professional or technical positions, the employee may be a recognised authority in a specialised area.

(b) Judgment, independence and problem solving

Independently relate existing policy to work assignments, rethink the way a specific body of knowledge is applied in order to solve problems, adapt procedures to fit policy prescriptions or use theoretical principles in modifying and adapting techniques. This may involve stand-alone work or the supervision of employees in order to achieve objectives. It may also involve the interpretation of policy which has an impact beyond the immediate work area.

(c) Level of supervision

Broad direction. May manage other employees including general employees.

(d) Training level or qualifications

Level 7 duties typically require a skill level which assumes and requires knowledge or training equivalent to:

- (i) a degree with at least four years of subsequent relevant experience;
- (ii) extensive experience and management expertise in technical or administrative fields; or
- (iii) an equivalent combination of relevant experience and/or education/training.

(e) Typical activities

(i) Preschool/childcare services grade 6

- Responsibility as a director, being responsible for the overall management and administration of the facility, including:
- Supervising the implementation of developmentally appropriate programs for children
- Recruiting staff in accordance with relevant regulations, as directed by the Principal
- Maintaining day-to-day accounts and handling all administrative matters
- Ensuring that the facility adheres to all relevant regulations and statutory requirements
- Ensuring that the facility meets or exceeds quality assurance requirements
- Liaising with families and outside agencies
- Formulating and evaluating annual budgets
- Providing professional leadership and development to employees
- Developing and maintaining policies and practices for the facility
- *Occupational equivalent:* childcare centre director

(ii) Wellbeing services grade 4

- Managing counselling services with more than one psychologist under supervision

- *Occupational equivalent:* head of school counselling (small or medium school), senior therapist

(iii) Nursing services grade 2

- Providing health counselling, health education and acting in a resource capacity to the school community, in addition to providing primary care with its associated administrative duties
- *Occupational equivalent:* school nurse

(iv) School administration services grade 7

- Preparing advice, reports, proposals or submissions, using a high level of expertise, for the senior executives of the school and/or outside bodies
- Providing financial advice to the principal or the business manager
- Managing the school's financial system
- Performing information technology tasks requiring professional qualifications involving analysis, design or computation and drawing upon advanced techniques and methods at an advanced level
- *Occupational equivalent:* information technology manager (medium school)

B.2.8 Level 8

An employee at this level performs work above and beyond the skills of an employee at Level 7.

(a) Competency

Competency at this level is likely to require the development of new ways of using a specific body of knowledge which applies to work assignments, or may involve the integration of other specific bodies of knowledge.

(b) Judgment, independence and problem solving

Responsible for program development and implementation. Provide strategic support and advice requiring integration of a range of school policies and external requirements, and an ability to achieve objectives operating within complex organisation structures.

(c) Level of supervision

Broad direction, working with a degree of autonomy. May have management responsibility for a functional area and/or manage other employees including administrative, technical and/or professional employees.

(d) Training level or qualifications

Level 8 duties typically require a skill level which assumes and requires knowledge or training equivalent to:

- (i) postgraduate qualifications or progress towards postgraduate qualifications and extensive relevant experience;
- (ii) extensive experience and management expertise; or

(iii) an equivalent combination of relevant experience and/or education/training.

(e) Typical activities

(i) Preschool/childcare services grade 6

- Responsibilities are the same as for a grade 6 classified at Level 7
- This level applies where the number of places in the centre exceeds 60

(ii) Wellbeing services grade 5

- Manages a counselling or multi-disciplinary service in a large school
- *Occupational equivalent:* manager of counselling services

(iii) Nursing services grade 3

- Providing health, counselling, health education and acting in a resource capacity to a school community, in addition to providing primary nursing care with its associated administrative duties and being responsible for the co-ordination, administration and management of health service and who is in charge of or directs the activities of other employees of the school's health service
- *Occupational equivalent:* nurse in charge

(iv) School administration services grade 8

- Managing a large functional unit with a diverse or complex set of functions and significant resources in a large school
- Undertaking the role of an assistant bursar/business manager in a large school
- Performing information technology tasks requiring professional qualifications involving analysis, design or computation and drawing upon advanced techniques and methods at an advanced level
- *Occupational equivalent:* information technology manager (large school), assistant bursar/business manager (large school)

Schedule C— Flexibility Provisions

A school and an employee may agree to vary the application of certain terms of this Agreement to meet the genuine needs of the school and the employee, as provided below.

- C.1** The terms the employer and the individual employee may agree to vary the application of are those concerning:
- (a) arrangements for when work is performed;
 - (b) overtime rates;
 - (c) penalty rates;
 - (d) allowances; and
 - (e) leave loading.
- C.2** The employer and the individual employee must have genuinely made the agreement without coercion or duress.
- C.3** The agreement between the employer and the individual employee must:
- (a) be confined to a variation in the application of one or more of the terms listed in clause C.1; and
 - (b) result in the employee being better off overall than the employee would have been if no individual flexibility agreement had been agreed to.
- C.4** The agreement between the employer and the individual employee must also:
- (a) be in writing, name the parties to the agreement and be signed by the employer and the individual employee and, if the employee is under 18 years of age, the employee's parent or guardian;
 - (b) state each term of this Agreement that the employer and the individual employee have agreed to vary;
 - (c) detail how the application of each term has been varied by agreement between the employer and the individual employee;
 - (d) detail how the agreement results in the individual employee being better off overall in relation to the individual employee's terms and conditions of employment; and
 - (e) state the date the agreement commences to operate.
- C.5** The employer must give the individual employee a copy of the agreement and keep the agreement as a time and wages record.
- C.6** Except as provided in clause C.4 the agreement must not require the approval or consent of a person other than the employer and the individual employee.
- C.7** An employer seeking to enter into an agreement must provide a written proposal to the employee. Where the employee's understanding of written English is limited the employer

must take measures, including translation into an appropriate language, to ensure the employee understands the proposal.

C.8 The agreement may be terminated:

- (a) by the employer or the individual employee giving four weeks' notice of termination, in writing, to the other party and the agreement ceasing to operate at the end of the notice period; or
- (b) at any time, by written agreement between the employer and the individual employee.

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 an employer and an individual employee contained in any other term of this Agreement.

Schedule D — Consultation

D.1 Employer to notify

- (a) Where an employer has made a definite decision to introduce major changes in production, program, organisation, structure or technology that are likely to have significant effects on employees, the employer must notify the employees who may be affected by the proposed changes and their representative or representatives, if any.
- (b) Significant effects include termination of employment; major changes in the composition, operation or size of the employer's workforce or in the skills required; the elimination or diminution of job opportunities, promotion opportunities or job tenure; the alteration of hours of work; the need for retraining or transfer of employees to other work or locations; and the restructuring of jobs. Provided that where this Agreement makes provision for alteration of any of these matters an alteration is deemed not to have significant effect.

D.2 Employer to discuss change

- (a) The employer must discuss with the employees affected and their representatives, if any, the introduction of the changes referred to in sub-clause E1.1(a), the effects the changes are likely to have on employees and measures to avert or mitigate the adverse effects of such changes on employees and must give prompt consideration to matters raised by the employees and/or their representatives in relation to the changes.
- (b) The discussions must commence as early as practicable after a definite decision has been made by the employer to make the changes referred to in sub-clause E1.1(a).
- (c) For the purposes of such discussion, the employer must provide in writing to the employees concerned and their representatives, if any, all relevant information about the changes including the nature of the changes proposed, the expected effects of the changes on employees and any other matters likely to affect employees provided that no employer is required to disclose confidential information the disclosure of which would be contrary to the employer's interests.

Schedule E— Dispute Resolution

E.1 General

The parties acknowledge the value of a dispute resolution procedure in this Agreement which is to be used to resolve a dispute. Subject to the provisions of the Act, all grievances or disputes in relation to matters arising under this Agreement or the NES shall be dealt with in the manner set out in this clause.

E.2 Discussion within School

- (a) Any grievance or dispute which arises shall, where possible, be settled by discussion between the employee and the school in accordance with any procedures that have been adopted by the school. This may include discussions between the employee or employees concerned and the relevant supervisor (subject, department or school section head). If such discussions do not resolve the dispute, the procedure may require discussions between the employee or employees concerned and more senior levels of management as appropriate.
- (b) Should the matter not be resolved, the parties may agree to submit the dispute to an agreed mediator for the purpose of mediation. If the parties do not agree to mediation or if no agreement can be reached on an agreed process for mediation and the person who shall conduct the mediation, the matter may be referred by either party to Fair Work Australia for conciliation.
- (c) Should the matter not be resolved in accordance with the above procedures it may be referred by either party to Fair Work Australia or any other person agreed between the parties for conciliation.

E.3 Process of Mediation

If the parties choose to participate in mediation:

- (a) both parties shall confer and reach agreement on the process for mediation and the person who shall conduct the mediation;
- (b) both parties shall participate in the mediation process in good faith;
- (c) both parties shall observe the instructions of the mediator about the conduct of the mediation, provided that such instructions comply with any applicable requirements of the Act;
- (d) the mediation procedure is confidential and neither party can use as evidence in arbitration or court proceedings any discussion between the parties and between the parties and the mediator or any written statements prepared for the mediator or for a party;
- (e) both parties are entitled to the assistance of a support person for the purpose of these procedures; and
- (f) both parties agree not to commence proceedings under the Act or for damages for breach of this Agreement unless this dispute resolution procedure has been followed without a satisfactory conclusion reached.

E.4 Process of Conciliation

During the conciliation Fair Work Australia may:

- (a) arrange conferences of the parties or their representatives at which a Commissioner or conciliator is present; and
- (b) require the attendance of the parties or their representatives; and
- (c) arrange for the parties or their representatives to confer among themselves at conferences at which a Commissioner is not present; and
- (d) if requested by a party, make non-binding recommendations to settle the dispute. Such recommendation shall not be binding on the parties to the dispute and shall not affect any other remedies the parties may have in relation to the dispute.

E.5 Conduct during Mediation or Conciliation

- (a) An employee who is a party to a dispute must, while the dispute is being resolved:
 - (i) continue to work in accordance with his or her contract of employment, unless the employee has a reasonable concern about an imminent risk to his or her health or safety; and
 - (ii) comply with any reasonable direction given by the school to perform other available work, either at the same workplace or at another workplace.
- (b) In directing an employee to perform other available work, the school must have regard to:
 - (i) the provisions (if any) of the law of the Commonwealth or of a State or Territory dealing with occupational health and safety that apply to that employee or that other work; and
 - (ii) whether that work is appropriate for the employee to perform.

E.6 Representatives

The school or the employee may appoint another person, organisation or association to accompany and/or represent them for the purposes of this clause.

Schedule F—Apprentices

F.1 Apprentices

- F.1.1** An apprentice means any person employed and registered in the form prescribed by the relevant State Apprenticeship Authority.
- F.1.2** For the purposes of this Agreement, an apprentice is an employee who is engaged under a Training Agreement registered by the relevant State or Territory Training or apprenticeship Authority, where the qualification outcome specified in the Training agreement is a relevant qualification from a Training Package endorsed by the National Training Framework Committee.
- F.1.3** An apprentice will also include an employee who is engaged under a Training Agreement or Contract of Training for an apprenticeship declared or recognised by the relevant State or Territory Training or Apprenticeship Authority.
- F.1.4** Subject to appropriate State legislation, an employer must not employ an unapprenticed junior in a trade provided for in this Agreement.
- F.1.5** In order to undertake trade training in accordance with F.1 a person must be a party to a contract of apprenticeship training or training agreement in accordance with the requirements of the relevant Apprenticeship authority or State legislation. The employer must provide access to training consistent with the contract or training agreement without loss of pay.
- F.1.6** An apprentice who attends a technical school and presents reports of satisfactory attendance and conduct must be reimbursed by their employer for all fees paid by the apprentice in respect of any course prescribed, at the end of each term.
- F.1.7** The probationary period of an apprentice must be as set out in the training agreement or contract of apprenticeship consistent with the requirements of the Apprenticeship Authority or State legislation but must not exceed three months.
- F.1.8** An apprentice who is under 21 years of age on completion of their apprenticeship and who is employed in the occupation to which they were apprenticed will be paid not less than the adult rate prescribed for that classification.
- F.1.9** Except as provided in this schedule or where otherwise stated all conditions of employment specified in this Agreement will apply to apprentices.
- F.1.10** No apprentice under the age of 18 years will be required to work overtime unless they request to work overtime. An apprentice must not work or be required to work overtime at times which would prevent their attendance at technical school as required by this Agreement or by State legislation.
- F.1.11** No apprentice under the age of 18 years will be employed on any shift other than day shift. An apprentice over the age of 18 years, by mutual agreement may be required to work on an afternoon shift provided such shiftwork does not prevent their attendance at technical school as required by this Agreement or by State legislation.
- F.1.12** An apprentice must not work under any system of payment by results.
- F.1.13** An employer must allow an apprentice to take time off during working hours to attend available classes. In order to be entitled to the time off the apprentice must produce a card showing the employee's attendance at school for the period.

- F.1.14** The provisions of this schedule will be read in conjunction with any state legislation or regulation relating to apprentices.
- F.1.15** Provisions of any State legislation or regulation relating to the attendance of apprentices at technical school during ordinary working hours or to disciplinary powers of Apprenticeship Authorities over apprentices and employers are deemed not to be inconsistent with this Agreement.
- F.1.16** Apprentices are entitled to the NES, as supplemented by this Agreement, except with respect to Notice of termination and Redundancy pay.
- F.1.17** The ordinary hours of work of apprentices must not exceed those of the tradespersons employed under this Agreement.
- F.1.18** The number of apprentices that may be employed by an employer at any time in the said trade or trades must not exceed the proportion of one apprentice for each individual tradesperson employed by the employer in such trade.
- F.2 School-based Apprentices**
- F.2.1** A school-based apprentice is a person who is undertaking an apprenticeship in accordance with this schedule while also undertaking a course of secondary education.
- F.2.2** A school-based apprenticeship may be undertaken in the trades covered by this Agreement under a training agreement or contract of training for an apprentice declared or recognised by the relevant State or Territory authority.
- F.2.3** The relevant minimum wages for full-time junior and adult apprentices provided for in this Agreement, calculated hourly, will apply to school-based apprentices for total hours worked including time deemed to be spent in off-the-job training.
- F.2.4** For the purposes of clause F.2.3, where an apprentice is a full-time school student, the time spent in off-the-job training for which the apprentice must be paid is 25% of the actual hours worked each week on-the-job. The wages paid for training time may be averaged over the semester or year.
- F.2.5** A school-based apprentice must be allowed, over the duration of the apprenticeship, the same amount of time to attend off-the-job training as an equivalent full-time apprentice.
- F.2.6** For the purposes of this schedule, off-the-job training is structured training delivered by a Registered Training Organisation separate from normal work duties or general supervised practice undertaken on the job.
- F.2.7** The duration of the apprenticeship must be as specified in the training agreement or contract for each apprentice but must not exceed six years.
- F.2.8** School-based apprentices progress through the relevant wage scale at the rate of 12 months progression for each two years of employment as an apprentice.
- F.2.9** The apprentice wage scales are based on a standard full-time apprenticeship of four years (unless the apprenticeship is of three years duration). The rate of progression reflects the average rate of skill acquisition expected from the typical combination of work and training for a school-based apprentice undertaking the applicable apprenticeship.
- F.2.10** If an apprentice converts from school-based to full-time, all time spent as a full-time apprentice will count for the purposes of progression through the relevant wage scale in addition to the progression achieved as a school-based apprentice.

F.2.11 School-based apprentices are entitled pro rata to all of the other conditions in this Agreement.

Schedule G—Employers and Schools Covered by this Agreement

School Name	Legal Proprietor
Brindabella Christian College	Brindabella Christian College Limited
Emmaus Christian School	North Canberra Christian Education Association Inc
Trinity Christian School	Trinity Christian School Tuggeranong A.C.T. Incorporated

Signing Page

EXECUTED as an agreement

SIGNED for and on behalf of [Full Name of Legal Entity] (ABN insert) trading as [full name of Employer School] by an authorised officer in the presence of)
)
)

.....
Signature of authorised officer

.....
Signature of witness

.....
Name and address of authorised officer

.....
Name of witness (print)

.....
Office held

[Where the School has at least one employee covered by the Agreement represented by the Independent Education Union of Australia:

SIGNED for and on behalf of the)
INDEPENDENT EDUCATION UNION OF)
AUSTRALIA by an authorised person in the)
presence of)
)

.....
Signature of authorised officer

.....
Signature of witness

.....
Name and address of authorised officer

.....
Name of witness (print)

.....
Office held

[OR:Where the School does not have at least one employee covered by the Agreement represented by the Independent Education Union of Australia:

SIGNED for and on behalf of the employees)
by an authorised employee representative)
in the presence of)
)

.....
Signature of authorised representative

.....
Signature of witness

.....
Name and address of representative

.....
Name of witness (print)

.....
Office held