



DECISION

Fair Work Act 2009
s.185—Enterprise agreement

**Anglican Schools Commission Incorporated T/A Anglican School
Commission (Inc.)**
(AG2023/3000)

ANGLICAN SCHOOLS COMMISSION INC. NSW ENTERPRISE AGREEMENT 2023

Educational services

DEPUTY PRESIDENT EASTON

SYDNEY, 28 SEPTEMBER 2023

Application for approval of the Anglican Schools Commission Inc. NSW Enterprise Agreement 2023.

[1] Anglican Schools Commission Incorporated T/A Anglican School Commission (Inc.) (**the Employer**) has made an application for the approval of the *Anglican Schools Commission Inc. NSW Enterprise Agreement 2023* (**the Agreement**). The application was made under s.185 of the *Fair Work Act 2009* (**the Act**). The Agreement is a single enterprise agreement.

[2] The Employer has provided written undertakings, a copy of which are attached as Annexure A to this decision. The undertakings can be accepted under s.190 of the Act because I am satisfied that they will not cause financial detriment to any employee covered by the Agreement and will not result in substantial changes to the Agreement. The undertakings are taken to be a term of the agreement pursuant to s.191 of the Act.

[3] Subject to the Employer's undertakings, I am satisfied that each relevant requirement in sections 186, 187, 188 and 190 of the Act has been met.

[4] The Independent Education Union of Australia (**IEUA**) was a bargaining representative for the Agreement and has given notice under s.183 of the Act that it wants the Agreement to cover it. In accordance with s.201(2) I note that the Agreement covers the IEUA.

[5] The Agreement is approved and, in accordance with s.54 of the Act, will operate from 5 October 2023. The nominal expiry date of the Agreement is 28 September 2027.



DEPUTY PRESIDENT

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Annexure A

IN THE FAIR WORK COMMISSION *Fair Work Act 2009 (Cth) ("FW Act")*

Matter number: AG2023/3000

Employer: Anglican Schools Commission Incorporated
(Employer)

Application: Section 185 – Application for approval of a single enterprise agreement, namely the Anglican Schools Commission Inc. NSW Enterprise Agreement 2023 (Agreement)

Authorised representative: Kiel Anthony
Director of Human Resources

Undertaking- Section 190

For and on behalf of the Employer I, Kiel Anthony:

1. declare that I have:
 - a. authority to give this undertaking on behalf of the Employer,
 - b. sought the views of all bargaining representatives for this undertaking pursuant to s 190(4) of the FW Act,
2. understand that each undertaking is to be taken to be a term of the Agreement,
3. give the following undertakings with respect to the Agreement:
 - a. With respect to Casual Teacher rates of pay the rates are taken to be matched to the Educational Services (Teachers) Award [MA000077] equivalent rates as per the below table:

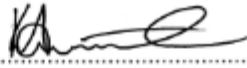
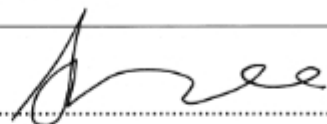
Casual Teacher Rates of Pay

Educational Services (Teachers) Award	Daily Rate	Anglican Schools Commission Inc. NSW Enterprise Agreement 2023	Daily Rate
Level 1	\$ 323.45	Band 1	\$ 433.41
Level 2	\$ 353.55	Band 2	\$ 523.63
Level 3	\$ 384.90	Band 2	\$ 523.63
Level 4	\$ 416.23	Band 2	\$ 523.63
Level 5	\$ 447.58	Band 2	\$ 523.63

- a. With respect to Level 1.1 and 1.2 Clerical Assistant rates of pay the rates are taken to be matched to the Education Services (Schools) General Staff Award [MA000076] equivalent rates as per the below table:

General Staff Rates of Pay

Educational Services (Schools) General Staff Award	Mininum Annual Salary	Anglican Schools Commission Inc. NSW Enterprise Agreement 2023	Minimum Annual Salary
Level 3			
3.1	\$ 51,950	Level 1.1 Clerical	\$ 62,774
3.2	\$ 52,879	Level 2 School Assistant	\$ 75,555
		Level 1.2 Clerical	\$ 63,689

Date signed:	28 September 2023
For and on behalf of the Employer by: [In accordance with s.190(5) of the FW Act]	Kiel Anthony
Signature:	
Witness name:	Shane Parnell
Witness signature:	

ANGLICAN SCHOOLS COMMISSION INC.

NSW

ENTERPRISE AGREEMENT

2023

31 July 2023

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

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PART 1 - APPLICATION AND OPERATION OF AGREEMENT

1 Title

This Agreement shall be known as the Anglican Schools Commission Inc. NSW Enterprise Agreement 2023.

2 Arrangement

This Agreement is arranged as per the Contents above.

3 Definitions

For the purpose of this Agreement:

- 3.1 **Act** means the *Fair Work Act 2009* (Cth).
- 3.2 **Anglican Schools Commission school** means Trinity Anglican College and any additional school in NSW which is administered by the Employer.
- 3.3 **Casual General Employee** means a General Employee engaged as a casual employee as defined in the Act and clause 47.5.
- 3.4 **Casual Teacher** means a Teacher who is engaged on a casual employee (as defined in the Act) for a period not exceeding four weeks. Provided that such casual engagement may continue beyond four weeks for a further four weeks where the Casual Teacher is replacing a Teacher absent for a period which extends beyond four weeks (and such longer absence was not anticipated when the Casual Teacher was engaged).
- 3.5 **Conditionally Accredited Teacher** means a Teacher who is conditionally accredited under the *Teacher Accreditation Act 2004* (NSW).
- 3.6 **Employee** means a Teacher, or a General Employee employed by the Employer.
- 3.7 **Employer** means the Anglican Schools Commission Inc.
- 3.8 **Experienced Teacher** means a Teacher who is accredited or registered at Proficient Teacher level under the *Teacher Accreditation Act 2004* (NSW) and has maintained that level of accreditation for at least five full time equivalent years in NSW, and has been assessed by ISTAA as meeting the ISTAA Experienced Teacher standards (as agreed between the Union and the Association of Independent Schools), subject to the provisions of Clause 30.
- 3.9 **Fixed Term Employee** means an Employee as set out in clause 12.
- 3.10 **Fixed-Term employment** means employment for a specified term or ascertainable period, for which the instrument of engagement will specify the starting and finishing dates of that employment (or instead of a finishing date, will specify the circumstance(s) or contingency relating to a specific task or project, upon the occurrence of which the term of the employment will expire).

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- 3.11 **Fixed Term Teacher** means a teacher employed as set out in clause 12.
- 3.12 **Full-Time General Employee** means an Employee as set out in clause 47.3.
- 3.13 **Full-Time Teacher** means any Teacher other than a Casual or Part-Time Teacher.
- 3.14 **Higher Duties** is deemed to occur when a General Staff Employee relieves an Employee in a higher classification and performs the whole of the duties and assumes the whole of the responsibilities of the higher classification.
- 3.15 **General Employee** means, without limiting the generality of this expression:
- (a) an Employee other than a Teacher who may be employed in a position described as food technology assistant, art assistant, TAS assistant, music assistant, laboratory assistant, library/audio-visual assistant, book-room assistant, information technology staff, archivist, bilingual aide, teachers' aide, alternate format publication staff or other position in which the Employee is required to assist a Teacher in the curricular or co-curricular activities of a School or preschool (such persons are described in this Agreement as School Assistants) or employed in a clerical or administrative capacity; or
 - (b) an Employee whose duties include the maintenance of buildings, plant and equipment or the preparation and upkeep of grounds; or employment in a school canteen or uniform shop; or driving a school bus or other similar duties as directed by the Employer; or
 - (c) an Employee who is employed in general operational positions which include employment in a kitchen, dining room or laundry or employed as a cleaner or caretaker; or
 - (d) an Employee who may be employed in a position described as helpers, workers, assistants or supervisors in or in connection with a preschool, child-care, child-minding centres, before and after school care services and vacation care services; or
 - (e) a registered nurse; or
 - (f) an Employee who is employed with responsibility for the pastoral care and supervision of students in a boarding house; or
 - (g) an Employee who is employed to provide support, counselling, assessment and welfare services to students.
- 3.16 **Graduate Teacher** means a Teacher who has been awarded provisional or conditional accreditation.
- 3.17 **ISTAA** means the Independent Schools Teachers Accreditation Authority.

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- 3.18 **Leadership Position** means duties assigned to a Teacher who is appointed to a position of leadership as described, below:
- 3.18.1 Leadership Position Level 1 is a position of responsibility to which a Teacher is be appointed. The Teacher who is appointed may be:
- (a) responsible for the co-ordination of an area of instruction;
 - (b) required to assist other members of the school executive; or
 - (c) required to perform other leadership duties as determined by the Principal.
- 3.18.2 Leadership Position Level 2 is a position of responsibility to which a Teacher is be appointed. The Teacher who is appointed may be:
- (a) responsible for the coordination and supervision of an area of instruction (e.g. Secondary Studies Co-ordinator or Secondary Head of Department with more than 55 hours per week); or
 - (b) performing the role of Primary Co-ordinator (for example a Coordinator of a curriculum area or of a stage in a primary school) or Pastoral Care Co-ordinator; or
 - (c) responsible for the supervision of Teachers appointed as Leadership Level 1; or
 - (d) required to perform other leadership duties as determined by the Principal.
- 3.18.3 Leadership Position Level 3 is a position of responsibility to which a Teacher is be appointed. The Teacher who is appointed may be:
- (a) responsible to the Principal for the supervision of Teachers appointed as Leadership Level 1 or 2 and other leadership positions; or.
 - (b) responsible to the Principal for the co-ordination and supervision of the academic program; or
 - (c) required to perform other duties as determined by the Principal.
- 3.19 **National Employment Standards (NES)** means the minimum employment standards set out in Part 2-2 of the Act.
- 3.20 **NESA** means the NSW Education Standards Authority
- 3.21 **Out of School Hours Centre (OOSH Centre)** means a service that typically provides care to school aged students and operates before and/or after normal school hours, and/or during non-term time.

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- 3.22 **Part-Time Employee** means an Employee as set out in clause 47.4.
- 3.23 **Part-Time Teacher** means a Teacher who is engaged to work regularly, but for less than a full school week and not more than 0.8 of the normal hours which a Full-Time Teacher is required to teach.
- Provided that a Part-Time Teacher may work more than 0.8 of the normal Full-Time load where an agreement has been reached by the parties. Such agreement shall be in writing and shall include the length of the term of the arrangement and the scheduling of time.
- 3.24 **Principal** means a person appointed to manage an Anglican Schools Commission school.
- 3.25 **Proficient Teacher** means a Teacher who has been accredited by the relevant teacher accreditation authority as a Proficient Teacher as required by NESA in NSW. Proficient Teacher shall be deemed to include a Teacher who has more than two years of service and was not required by NESA to obtain Proficient Teacher accreditation or registration because they were an existing teacher in NSW in 2004.
- 3.26 **Professional Excellence** means the level of competence achieved by a Teacher who is accredited at Highly Accomplished Teacher or Lead Teacher level under the *Teacher Accreditation Act 2004* (NSW) and has been assessed by ISTAA as meeting the ISTAA Professional Excellence standards.
- 3.27 **Provisionally Accredited Teacher** means a Teacher who is provisionally accredited under the *Teacher Accreditation Act 2004* (NSW).
- 3.28 **Recognised School** means a school registered under the provisions of the Education Act 1990 (NSW) or any recognised special school within the meaning of either Act or school for students with disabilities.
- 3.29 **School Service Date** means the usual commencement date of employment at the School for an Employee who is to commence work on the first day of the first term.
- 3.30 **Teacher** means a person employed as a Teacher by the Employer who holds Teacher Accreditation as per the *Teacher Accreditation Act 2004* (NSW).
- 3.31 **Union** means the Independent Education Union of Australia.

4 Scope and Parties Bound

4.1 Parties Bound

Subject to clause 4.2, this Agreement shall cover the Employer and:

4.1.1 Teachers; and

4.1.2 General Employees;

employed by the Employer in New South Wales.

4.2 Exclusions

This Agreement shall not apply to:

- 4.2.1 persons appointed as Principals (however titled); and
- 4.2.2 persons appointed as a Deputy Principal (however titled); and
- 4.2.3 apprentices and trainees; and
- 4.2.4 persons instructing students in the areas of music or other individual arts and engaged on an individual fee basis; and
- 4.2.5 sports coaches and trainers (unless appointed as Teachers); and
- 4.2.6 swim coaches and employees employed in health and fitness centres and/or swimming pools owned and operated by the Employer; and
- 4.2.7 persons employed as Business or Financial Managers or Bursars (however titled) employed in a senior management or executive positions who have managerial responsibilities including the delegated authority to act for the Employer from time to time in the recruitment, training and dismissal of Employees.

5 Commencement Date of Agreement and Period of Operation

- 5.1 This Agreement will come into effect seven (7) days after the date of approval by the Fair Work Commission and will expire 48 months from the date of registration. The terms and conditions of this Agreement remain in place until a subsequent agreement is registered.
- 5.2 This Agreement does not exclude the NES and the NES will continue to apply to the extent that the Agreement is detrimental, in any respect, when compared to the NES.

6 No Extra Claims

- 6.1 The parties agree that the wage increases and other improvements in conditions of employment provided for by this Agreement are in settlement of all existing claims made by the Teachers and General Employees for the life of the Agreement.
- 6.2 It is a term of this Agreement that the Teachers and General Employees will not pursue any extra claims, award or over award, for improvement in wages or other terms and conditions of employment for the period of operation of the agreement.

PART 2 – CONDITIONS OF EMPLOYMENT FOR ALL EMPLOYEES

7 Payment of Wages

- 7.1 Wages shall be payable monthly (on or before the 15th day of each month, provided that payment is two weeks in advance) by electronic funds transfer into an account nominated by the Employee.
- 7.2 Teachers will receive the same increases to their salaries and allowances as the *NSW Crown Employees (Teachers in Schools and Related Employees) Salaries and Conditions Award 2022* (and its subsequent iterations) as it applies to Teachers during the term of this Agreement. Increases to allowances in accordance with this clause will exclude those contained in Schedule 1 Table 4A.
- 7.3 General Employees will receive the same increases to their salaries and allowances as the *NSW Crown Employees (School Administrative and Support Staff) Award 2022* (and its subsequent iterations) as it applies to General Employees during the term of this Agreement. Increases to allowances in accordance with this clause will exclude those contained in Schedule 3 Table 3.
- 7.4 Any increases to salaries and allowances referred in clause 7.2 or 7.2 will come into effect from the same operative date as the operative date for increase paid by the NSW Department of Education.
- 7.5 All salary rates listed in this Agreement include leave loading which is amortised across the year.

8 Payment on termination of employment

- 8.1 The employer must pay an employee no later than 7 days after the day on which the employee's employment terminates:
- 8.1.1 the employee's wages under this Agreement for any complete or incomplete pay period up to the end of the day of termination; and
- 8.1.2 all other amounts that are due to the employee under this Agreement and the [NES](#).
- 8.2 The requirement to pay wages and other amounts under clause 8.1.1 is subject to further order of the Commission and the employer making deductions authorised by this Agreement or the Act.

9 Remuneration Package

9.1 Application

The Employer may wish to facilitate the provision of salary and benefit packages to individual Employees covered by this Agreement.

9.2 Definitions

For the purposes of this clause:

- 9.2.1 Benefits means the benefits nominated by the Employee from the benefits provided by the Employer and listed in clause 9.4.2;
- 9.2.2 Benefit Value means the amount specified by the Employer as the cost to the Employer of the Benefit provided including Fringe Benefit Tax, if any; and
- 9.2.3 Fringe Benefit Tax means tax imposed by the *Fringe Benefits Tax Act 1986* (Cth).

9.3 Conditions of Employment

- 9.3.1 Except as provided by this clause, an Employee 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.

9.4 Salary Packaging

- 9.4.1 The Employer 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 clause 9.3, in the absence of an agreement under this clause 9.4.

- 9.4.2 The available Benefits are those made available by the Employer from the following list:

- (a) superannuation;
- (b) other benefits offered by the Employer.

- 9.4.3 The Employer must advise the Employee in writing of the Benefit Value before the agreement is entered into.

9.5 Impact of Leave

During the currency of an agreement under clause 9.4 the following will apply:

- 9.5.1 Any Employee who takes paid leave on full pay shall receive the Benefits and salary referred to in clause 9.4;
- 9.5.2 If an Employee takes leave without pay the Employee will not be entitled to any Benefits during the period of leave;
- 9.5.3 If an Employee takes leave on less than full pay, they shall receive:
 - (a) the Benefits; and
 - (b) an amount of salary calculated by applying the formula:

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

where:

S = the salary as per the Employee's classification

P = the percentage of salary payable during the leave

B = Benefit Value

A = Amount of salary; and

9.5.4 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 clause 9.3 in the absence of an agreement under clause 9.4.

10 Supported Wage

10.1 This Agreement incorporates the provisions of Schedule E – Supported Wage System of the *Educational Services (Schools) General Staff Award 2020* as in force from time to time, provided that:

- (a) The supported wage rates will be calculated using the rates of pay contained in this Agreement instead of the minimum wage rates provided under the Award; and
- (b) The Employee will be entitled to all other terms and conditions of employment under this Agreement.

11 Superannuation

11.1 Superannuation Contributions

The Employer currently makes, and will continue to make, an Employer superannuation contribution, of ordinary time earnings, in accordance with the Superannuation Guarantee legislation, to a complying superannuation fund nominated by the Employee, excluding a fund where the Employer is required to become a participating Employer. Should the Employee not nominate a complying superannuation fund for this purpose, the contribution will be made into:

- (i) the Employee's stapled fund; or
- (ii) if the Australian Taxation Office does not identify a stapled fund for the Employee, to the Employer's default fund provided that the Employer's default fund must offer a MySuper product as defined in the *Superannuation Industry (Supervision) Act 1993* (Cth).

11.2 For the purposes of this clause, 'basic earnings' shall mean in respect of any Quarter:

- (i) the minimum annual rate of salary prescribed from time to time for the Teacher by clause 37 for any Quarter; and
- (ii) the amount of any:
 - (A) pro-rata payment for non-term time made to the Teacher pursuant to clause 43;
 - (B) any other payment defined as “Ordinary Time Earnings” in the SGAA.

up to the maximum contribution base, as defined in the SGAA, in respect of any Quarter.

11.3 Exceptions

11.3.1 Unless it is necessary for the purpose of clause 11.1 in order for the Employer to avoid paying SGC, the Employer shall not be required to make contributions pursuant to this Agreement in respect of an Employee who:

- (a) is absent from their employment without pay, for such period of absence without pay; or
- (b) is referred to in section 27 of the SGAA.

11.3.2 In respect of an Employee who is absent on leave at half pay, the Employer shall only be required to make superannuation contributions in respect of the period of leave on half pay based on the salary received by the Employee during the period of leave on half pay.

12 Fixed-Term Employment

12.1 Fixed-Term employment means employment for a specified term or ascertainable period, for which the instrument of engagement will specify the starting and finishing dates of that employment (or instead of a finishing date, will specify the circumstance(s) or contingency relating to a specific task or project, upon the occurrence of which the term of the employment will expire).

12.2 The use of Fixed Term employment shall be limited to the employment of an Employee in one of the following categories:

12.2.1 Specific task or project

A definable work activity that has a starting time and that is expected to be completed within an anticipated timeframe.

Without limiting the generality of that circumstance, it will also include a period of employment provided for from identifiable funding external to the employer, not being funding that is part of an operating grant from government or funding comprised of payments of fees made by or on behalf of students.

12.2.2 Vocational Education and Training Employee

VET Employees involved in delivery, and/or support for delivery, of Vocational Education and Training may be employed for a contract period not exceeding five (5) years.

12.2.3 Replacement Employee

An Employee undertaking work activity replacing a Full-Time or Part-Time Employee for a definable period for which the replaced Employee is either:

- a) on authorised leave of absence; or
- b) is temporarily seconded/transferred away from their usual work area; or
- c) performing the duties of a vacant position for which the employer has made a definite decision to fill and has commenced recruitment action; or
- d) a position the normal occupant of which is performing higher duties pending the outcome of recruitment action initiated by the employer and in progress for those vacant higher duties position until a Full-Time or Part-Time Employee is engaged for the vacant position or vacant higher duties position as applicable.

12.2.4 Pre-retirement contract

Where a Full-Time or a Part-Time Employee declares that it is their intention to retire, a Fixed-Term contract expiring on or around the relevant retirement date may be adopted as the appropriate type of employment for a period of up to two (2) years.

Note - A pre-retirement contract can only be instigated at the request of the employee.

12.2.5 Innovation or reorganisation

Where the Employer or a discrete section of the Employer is undergoing or is about to undergo major organisational change including discontinuation of a work area, or where a new course, new system, market research or organisational unit is being developed and implemented, a Fixed-Term contract can be used for Employees either in the work area, or employed in support of the change. The contract may have a term of up to two (2) years.

In the case of discontinuation of a work area, if the decision to discontinue the work area is reversed, or should for any other reason the Employee's position or substantially the same position continue beyond the two (2) year period, the Employee shall be offered that work on a continuing basis. In the case of a new course, new system, market research or organisational unit, if the position or substantially the same position occupied by the Employee continues beyond the expiry of the contract, the Employee shall, subject only to satisfactory performance, be offered continuing employment in that position.

12.2.6 Any Other Reason

As agreed between the Employer and the Union and in accordance with the provisions of the Act. The Union will not unreasonably withhold agreement.

13 Travelling Expenses

- 13.1 Where the use of a vehicle is required in connection with employment, other than for journeys between home and the place of employment the Employee shall be paid an Allowance as set out in Schedule 1 and 3 as appropriate. This allowance shall be adjusted in line with any adjustments to the corresponding rate in the

Educational Services (Teachers) Award 2020 or the Educational Services (Schools) General Staff Award 2020.

13.2 Travelling and other out of pocket expenses reasonably incurred by an Employee in the course of duties required by the Employee, shall be reimbursed by the Employer.

14 Under and Over Payment

14.1 Where an underpayment occurs, the Employer will endeavour to make the correction within one (1) pay period.

14.2 Where an Employee is overpaid an amount of salary or other remuneration, the Employer will notify the Employee who may authorise the Employer to recover the overpayment from the next available pay or in salary instalments or by some other agreed means.

14.3 The Employer and the Employee may agree, in writing, on deduction by instalments to recover the overpayment.

14.4 If no agreement is made within two (2) pay periods from when the Employee is provided evidence of the overpayment, the Employee authorises the Employer to recover the overpayment through salary deduction;

14.4.1 in full in the next available pay period in instances where the overpayment is up to 5% of the total gross salary instalment payable; or

14.4.2 in instalments equivalent up to 5% of the total gross salary instalments, commencing from the next available pay period, until the overpayment is repaid.

14.5 An Employee who is facing financial hardship may make application to vary the instalments to the Principal.

14.6 The Employer may by agreement deduct from the Employee's final pay, including any leave entitlements, on cessation of employment, any overpayment balance remaining outstanding, or any debt

14.7 owing. This applies whether or not the Employee and the Employer has previously agreed to the deduction of the overpayment by instalment.

15 Abandonment of Employment

15.1 If an Employee fails to attend work without contacting their Supervisor to explain the absence, the Employer will attempt to contact the Employee.

15.2 If the Employee cannot be contacted and fails to report for work on the following five (5) working days the Employee shall be deemed to have abandoned their employment.

15.3 Notwithstanding, the Employer will allow the Employee up to one (1) week to provide a satisfactory explanation for the absence. If a satisfactory explanation is not provided in writing to the School within the one (1) week, the Employee shall be deemed to have abandoned their employment and their employment shall cease immediately.

COMMON LEAVE PROVISIONS

16 Personal/Carer's Leave

16.1 Entitlement to Paid Personal/Carers Leave

- 16.1.1 Any Full-Time, Fixed Term or Part-Time Employee shall be entitled to paid Personal/Carer's Leave in accordance with this clause and the Act.
- 16.1.2 A Part-Time Employee will be entitled to a pro-rata amount of paid Personal/Carer's Leave. The proportion is calculated by comparing the number of hours that the Part-Time Employee works in a full school week, with the number of hours which a Full-Time Employee works in a full school week.
- 16.1.3 The provisions set out in this clause will apply from the commencement date of this Agreement.
- 16.1.4 From the commencement of this Agreement, a Full Time, Part Time or Fixed Term Employee will be entitled to 15 days Personal/Carers leave for each year of service.
- 16.1.5 Personal/Carer's Leave will accrue progressively during a year of service. Any untaken Personal/Carer's Leave will be cumulative from year to year.

16.2 Access to Personal/Carer's Leave

- 16.2.1 An Employee may take paid Personal/Carer's Leave if the leave is taken:
- (a) because the Employee is not fit or able to work due to personal illness or personal injury, or unexpected personal emergency or family and domestic violence affecting the Employee; or
 - (b) to provide care or support to a member of the Employee's immediate family as defined in section 12 of the Act, or a member of the Employee's household, who requires care or support because of:
 - (i) a personal illness, or personal injury; or
 - (ii) an unexpected emergency, or
 - (iii) family and domestic violence.
- 16.2.2 For the purposes of this clause an 'unexpected emergency' is a circumstance that is unplanned, due to circumstances beyond the Employee's immediate family or household member's control and is of an urgent and serious nature that requires the urgent attention of the Employee to attend and provide care or support. The urgent circumstance must be of such a nature that it cannot be arranged outside of work time.
- 16.2.3 An Employee is not to take Personal/Carer's Leave for any period in respect of which the Employee is entitled to workers compensation.

16.2.4 Where applicable, if a public holiday occurs during Personal/Carer's Leave then such public holiday will not be counted as Personal/Carer's Leave.

16.3 Notice Requirements

As soon as practicable, and where possible prior to the Employee commencing such leave, an Employee will notify the Employer of:

16.3.1 the need to take Personal/Carer's Leave;

16.3.2 the reason for the leave, being a reason specified in clause 16.2.1;

16.3.3 the period, or expected period, of their leave (if known).

16.4 Evidence Supporting Claim

16.4.1 Evidence will not be required for the first three days of, or combination thereof, Personal/Carer's Leave taken by an Employee in a calendar year. For absences after the first three days, the following paragraphs apply.

16.4.2 In respect of any subsequent absence of 2 consecutive days or more due to personal injury or illness, an Employee shall, upon request, provide a certificate from a medical practitioner or other evidence from a registered health practitioner, or other evidence that would satisfy a reasonable person to demonstrate the Employee's eligibility for Personal/Carer's Leave in accordance with clause 16.2.

16.4.3 In the event the days taken as personal/carer's leave are connected to a public holiday regardless of duration, an Employee must provide a certificate from a medical practitioner or other evidence from a registered health practitioner, or other evidence that would satisfy a reasonable person to demonstrate the Employee's eligibility for Personal/Carer's Leave in accordance with clause 16.2.

16.4.4 In respect of any absence due to unexpected personal emergency, an Employee shall, upon request, provide documentary evidence that would satisfy a reasonable person or a statutory declaration, outlining the nature of the unexpected personal emergency, and that such circumstance prevented the Employee from attending work.

16.4.5 In respect of any absence to provide care and support to a member of the Employee's immediate family or household, an Employee shall, upon request:

(a) provide a certificate from a medical practitioner or other evidence from a registered health practitioner or statutory declaration, establishing the illness or injury of the person concerned and that the illness was such as to require care by another person, or

(b) produce documentary evidence that would satisfy a reasonable person or a statutory declaration, establishing the nature of the unexpected emergency and that such unexpected emergency

resulted in the person concerned requiring care by the Employee.

16.4.6 Where an Employee has taken frequent single days of Personal/Carer's Leave that is more than seven single day absences, inclusive of the first three days referred to in clause 16.4.1, or taken extended Personal/Carer's Leave such that the Employer requires additional information in relation to the Employee's absences, then the Employer may take action in accordance with this clause 16.4.6:

- (a) The Employer 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 reasonably be able to attend the meeting. The employee will be offered the ability to attend the meeting with a support person present. The invitation shall also refer to the provisions of this clause and shall indicate the grounds for the Employer's concern about Personal/Carer's Leave taken by the Employee. The Employer shall invite the Employee to respond verbally at the meeting to the issues raised by the Employer. An Employee shall not unreasonably fail to attend such a meeting where invited by the Employer to do so.
- (b) After consideration of the Employee's response, if any, the Employer may:
 - (i) require further evidence that the Employee's circumstances are in accordance with the provisions of clause 16.2.1; and/or
 - (ii) in the case of an extended absence due to the personal illness or injury of the Employee, require the Employee to provide a medical report from a doctor nominated by the Employer (at the cost of the Employer) in relation to:
 - (A) the likely period of absence,
 - (B) if relevant, any limitations on the Employee's ability to perform the requirements of their role;
 - (C) if relevant, any services or facilities which may be required to accommodate any such limitations;
 - (D) if relevant, whether the Employee is likely to be able to perform the requirements of their role in the foreseeable future, or
 - (E) to establish eligibility for Personal/Carer's Leave (and no other information); and/or
 - (F) discuss with the Employee any other action.

- (c) Where an Employee fails to attend a meeting as requested by the Employer pursuant to clause 16.4 and does not provide a reasonable explanation for such failure, or does not provide further evidence of eligibility for Personal/Carer's Leave as outlined in clause 16.2.1, then following prior written notice the Employer may cease payment of Personal/Carer's Leave if the Employer has reasonable grounds for a belief that the Employee is not entitled to Personal/Carer's Leave for that absence.

16.4.7 The Employee may appoint a representative for the purpose of the procedures outlined in this clause. If the Employee appoints, a representative for the purposes of consultation and attendance at meetings and advises the Employer of the identity of the representative, the Employer must recognise that representative. Where the Employee is a member of a Union, the Union will be that Employee's representative unless the Employee appoints another person or revokes the Union's status as their representative.

16.5 Special Paid Personal Leave Entitlement in First 12 Months of Employment

- 16.5.1 Special Paid Personal Leave is only available to Employees who are in their first twelve months of employment from the date of commencement who meet the criteria of this clause.
- 16.5.2 To be eligible for Special Paid Personal Leave, an Employee must provide evidence that they are suffering from one of the medical conditions listed at clause 16.5.816.2.3.
- 16.5.3 The provision of evidence is required regardless of duration of absence. Clause 16.4.1 does not apply to Clause 16.5 Special Paid Personal Leave.
- 16.5.4 If an employee can produce evidence as per clause 16.5.2, the employee will be granted special paid personal leave up to a maximum of 5 days in total for the year without deduction from personal leave.
- 16.5.5 The Employee must, at the request of the Employer, produce the medical evidence from a registered medical practitioner which specifically names a medical condition listed at clause 16.5.8 as soon as is reasonably practicable prior to being paid for the period.
- 16.5.6 The entitlement to special paid personal leave is pro-rated for part-time or averaged employees.
- 16.5.7 The entitlement to special paid personal leave is not cumulative.
- 16.5.8 The medical conditions covered under this provision are specifically limited to:
 - (a) Poliomyelitis,
 - (b) pulmonary tuberculosis,
 - (c) German measles (Rubella),
 - (d) Chickenpox,

- (e) Measles,
- (f) Mumps,
- (g) Scarlet Fever,
- (h) Whooping Cough,
- (i) Influenza A or B,
- (j) Diphtheria,
- (k) Rhematic fever,
- (l) Hepatitis,
- (m) Typhoid, and
- (n) Covid-19

16.6 Unpaid Leave for Caring Purposes

16.6.1 An Employee, including a Casual Employee, is entitled to take up to two days unpaid carer's leave for each occasion that a member of the class of persons described in clause 16.2.1(b) required care and support due to:

- (a) a personal illness or injury, of the member; or
- (b) an unexpected emergency affecting the member.

16.6.2 An Employee cannot take unpaid Carer's Leave under this subclause if the Employee could instead take paid Personal/Carer's Leave.

16.6.3 An Employee's entitlement to take unpaid Carer's Leave under this subclause is subject to the Employee meeting the notice and evidence requirements set out in clauses 16.3 and 16.4.

16.6.4 The Employer must not fail to re-engage a Casual Employee because the Employee accessed the entitlements provided for in this clause. The rights of the Employer to engage or not to engage a Casual Employee are otherwise not affected.

16.7 Special Leave

16.7.1 An Employee, other than a Casual Employee, is entitled to one day of paid Special Leave each calendar year. Such leave is non-cumulative and will not be deducted from Personal/Carer's Leave accruals.

16.7.2 Special Leave is available to be used to meet a scheduled family commitment, where the timing of the commitment is beyond the control of the Employee and where the commitment cannot be scheduled outside work time (for example, the graduation of an immediate family member).

16.8 Family & Domestic Violence Leave

16.8.1 Employees experiencing family or domestic violence, defined as per section 106B of the Act may seek time off to deal with activities such as:

- (a) Seeking safe accommodation;
- (b) Attending medical appointments;
- (c) Attending counselling appointments;
- (d) Attending court hearings;
- (e) Accessing legal advice; or
- (f) Organising alternative care or education arrangements for children.

- 16.8.2 Full time employees and, on a pro-rata basis, part-time employees will be entitled to 10 days paid Family & Domestic Violence leave per year
- 16.8.3 Family & Domestic Violence Leave will accrue progressively during a year of service.
- 16.8.4 Any untaken Family & Domestic Violence Leave will not accumulate from year to year
- 16.8.5 Applications for leave will be dealt with confidentially and sensitively and can be sent directly to the Principal.
- 16.8.6 The Family & Domestic Violence leave entitlement may be accessible in advance of an entitlement to such leave accruing, by agreement between the Principal and an employee.
- 16.8.7 The Family & Domestic Violence leave entitlement shall be paid at the employee's 'normal rate of pay' as defined in s.106BA of the Act.
- 16.8.8 The School may request reasonable evidence that the leave was used for the purpose of dealing with family or domestic violence issues. Evidence will only be sighted, and no copies will be made or recorded.
- 16.8.9 Reasonable adjustments may be considered to ensure the individual's safety in the workplace (e.g. different work locations, removal of phone listing or changes to contact details).
- 16.8.10 To be clear these entitlements in this clause are provided in lieu of the entitlements the Employee would receive under section 106B of the Act.

17 Parental Leave

17.1 General

- 17.1.1 Employees are entitled to take unpaid parental leave in accordance with the provisions of the Act, subject to the limitations and conditions contained in that Act.
- 17.1.2 An Employee who takes unpaid maternity leave or adoption leave under the provisions of section 71 or 72 of the Act must be paid under clause 17.2 of this Agreement in the case of maternity leave and under clause 17.3 of this Agreement in the case of adoption leave, provided that if the leave is concurrent leave as described in section 72(4) of the Act, then

such leave shall be paid in accordance with clause 17.4 of this Agreement.

- 17.1.3 All forms of paid parental leave under this clause will only be paid once per child per family.
- 17.1.4 All forms of paid parental leave under this clause will be paid at the rate that the Employee would have received had they not been on leave.
- 17.1.5 An Employee must give at least ten (10 weeks) notice of the intention to take leave under this clause, and provide other notice and documentation, as required by section 74 of the Act.

17.2 Maternity Leave

- 17.2.1 The amount of paid maternity leave for a female Employee who applies for unpaid parental leave of at least fourteen weeks under section 71 or 72 of the Act, shall be fourteen weeks, provided that if the Employee takes a lesser period of leave or whose employment ends before the end of the fourteen weeks of leave, the Employee shall be entitled to that lesser amount of paid leave.
- 17.2.2 If an Employee has taken a previous period of maternity leave, the Employee is not entitled to the benefit described in this clause 17.2 for a consecutive period of maternity leave unless the Employee returns to work at the Employer for a period of at least 12 months following the previous period of maternity leave. However, the Employee will be entitled to unpaid parental leave in accordance with the Act.
- 17.2.3 The Employee must be paid:
 - (a) at the usual times and intervals that other Employees are paid by the Employer, or
 - (b) if the Employee asks, four weeks in advance and if the Employer agrees, in a lump sum.
- 17.2.4 The Employer must pay the first or lump sum payments at the pay period commencing closest to the commencement of the leave which will be:
 - (a) six weeks before the anticipated date of birth, or
 - (b) if the birth occurs before the time referred to clause 17.2.4(a), the date of the birth; or
 - (c) if the Employee has not commenced maternity leave at the time referred to in clause (a), then the date when the Employee commences leave on or prior to the date of birth but no later.
- 17.2.5 The exception to clause 17.2.4 only applies to a Teacher or an Average Wage General Staff Employee when the commencement date of the leave is during the Summer Vacation Period prior to the School Service Date. If this occurs, the paid leave will commence on the School Service Date.

- 17.2.6 If an Employee's pregnancy is terminated other than by the birth of a living child:
- (a) more than 20 weeks before the anticipated date of birth, the Employee is not entitled to the payment;
 - (b) less than 20 weeks before the anticipated date of birth, the Employee is entitled to the payment while the Employee remains on leave.
- 17.2.7 The 14 week period of maternity leave will count as a period of service, for the purposes of annual leave, under this Agreement. The Employee will be entitled to pro-rata annual leave which will be calculated as $(14 / 52) \times 4 = 1.07$ weeks annual leave due. Any employee taking less than 14 weeks of maternity leave will have their pro-rata annual leave payment adjusted accordingly. This amount will be added to any amounts due pursuant to clause 43 Pro-rata Payment for Non-Term Time if applicable.
- 17.2.8 Under this clause, maternity leave must commence at least 6 weeks prior to the expected birth of the child unless agreed otherwise.

Notation:

Where possible, parental leave should preferably commence on the day following the last teaching day of a term and conclude on the day preceding the first teaching day of a term. However, this does not diminish the right of an Employee to proceed on leave on the date the Employee nominates in accordance with the Act.

In order to facilitate the desirable practice referred to in this Notation, the Employer is prepared to extend the time of unpaid parental leave beyond that maximum entitlement prescribed by the Act, should the Employee agree to return from parental leave at the commencement of the term immediately following the maximum period of leave required to be afforded by that Act.

17.3 Adoption Leave

- 17.3.1 An Employee who takes unpaid adoption leave under the provisions of section 71 or 72 of the Act must be paid under this clause 17.3.
- 17.3.2 An Employee shall be entitled to fourteen weeks' paid leave for the purpose of adopting any child as defined in the Act provided that if the Employee takes a period of adoption leave under the Act which is less than fourteen weeks or whose employment ends before the end of the fourteen weeks of leave, the Employee shall be entitled to that lesser amount of paid leave.
- 17.3.3 The payment prescribed in clause 17.3.2 above shall only be payable in respect of one adopting parent of a child who will be the primary caregiver and will commence on the date of placement of the child.
- 17.3.4 The exception to clause 17.3.3 is if the commencement date of the leave is during the summer pupil vacation prior to the School Service Date. If this occurs, the paid leave will commence on the School Service Date.
- 17.3.5 The 14 week period of adoption leave will count as a period of service, for the purposes of annual leave, under this Agreement. The Employee will

be entitled to pro-rata annual leave which will be calculated as $(14 / 52) \times 4 = 1.07$ weeks annual leave due. Any employee taking less than 14 weeks of adoption leave will have their pro-rata annual leave payment adjusted accordingly. This amount will be added to any amounts due pursuant to clause 43 Pro-rata Payment for Non-Term Time if applicable.

17.3.6 All forms of paid adoption leave under this clause will only be paid once per child per family.

17.3.7 All forms of paid adoption leave under this clause will be paid at the ordinary times earnings of the Employee.

17.4 Paid Partner Parental Leave

17.4.1 An Employee who is entitled to take unpaid parental leave pursuant to section 71 or section 72 of the Act who applies to take partner parental leave pursuant to section 72(5) of the Act is entitled to payment pursuant to this clause.

17.4.2 The Employee shall be entitled to two weeks' paid partner parental leave commencing on the day of birth of the child or on the day on which the mother of the child leaves hospital, or in the case of an adoption, from the date of placement of the child. The exception to this is if the commencement date of the leave is during the summer pupil vacation prior to the School Service Date. If this occurs, the paid leave will commence immediately following the leave provided for in clauses 43 or 50 (whichever is applicable).

17.4.3 A period of paid partner parental leave will count as a period of service under this Agreement.

17.4.4 All forms of paid partner parental leave under this clause will only be paid once per child per family.

17.4.5 All forms of paid partner parental leave under this clause will be paid at the ordinary times earnings of the Employee.

17.5 Casual Employees

17.5.1 An Employer must not fail to re-engage a regular Casual Employee because:

- (a) the Employee or Employee's spouse or de facto is pregnant; or
- (b) the Employee is or has been immediately absent on parental leave.

17.5.2 The rights of the Employer in relation to engagement and re-engagement of Casual Employees are not affected, other than in accordance with this clause.

17.6 Right to Request

17.6.1 An Employee entitled to parental leave may request that the Employer allow the Employee:

- (a) to extend the period of unpaid parental leave for a further continuous period of leave not exceeding 12 months; or
- (b) to return from a period of parental leave on a part-time basis for the purpose of assisting the care for a child.

17.6.2 The Employer 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 Employer's business. Such grounds might include cost, lack of adequate replacement staff, loss of efficiency and the impact on customer service.

17.6.3 The Employee's request and the Employer's decision made under clause 17.6.2 must be recorded in writing.

17.6.4 Where an Employee wishes to make a request under clause 17.6.1 (b) such a request must be made at least ten (10) weeks prior to the date on which the Employee is due to return to work from parental leave.

17.7 Communication during Parental Leave

17.7.1 Where an Employee is on parental leave and a definite decision has been made to introduce significant change at the workplace, the Employer shall take reasonable steps to:

- (a) make information available in relation to any significant effect the change will have on the status or responsibility level of the position the Employee held before commencing parental leave; and
- (b) provide an opportunity for the Employee to discuss any significant effect the change will have on the status or responsibility level of the position the Employee held before commencing parental leave.

17.7.2 The Employee shall take reasonable steps to inform the Employer about any significant matter that will affect the Employer'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.

17.7.3 The Employee shall also notify the Employer of changes of address or other contact details which might affect the Employer's capacity to comply with clause 17.7.1 (a).

18 Long Service Leave

18.1 General Provisions

18.1.1 Except in so far as expressly varied by the provisions of this clause, the provisions of the *Long Service Leave Act 1955 (NSW)* (**LSL Act**) shall apply to Employees employed under this Agreement.

18.1.2 For the avoidance of doubt, any long service leave which has accrued under the previous industrial instruments will be recognised by the

Employer. The new rate of accrual will be in accordance with the provisions of this Agreement. From their commencement date, an Employee shall accrue Long Service Leave after each year of continuous service.

The Employer recognises the contribution of General Employees and their contribution to schools. As such all Employees shall be entitled to 13 weeks long service leave after 10 years of service.

18.2 Quantum of Leave

18.2.1 Subject to clauses 18.1 and 18.3.1 the amount of long service leave to which an Employee shall be entitled shall be:

18.2.2 In the case of an Employee who has completed at least ten years' service with the Employer:

- (a) in respect of ten years' service so completed, 13 weeks;
- (b) in respect of each additional five years of service with the Employer since the Employee last became entitled to long service leave, 10 weeks; and
- (c) on the termination of the Employee's employment, in respect of completed service with the Employer since the Employee last became entitled to an amount of long service leave, a proportionate amount on the basis of two weeks for one year's service.

18.2.3 In the case of an Employee who has completed with the Employer five years' service, and whose services are terminated by the Employer for any reason other than serious misconduct, or by the employee on account of illness, incapacity or domestic or other pressing necessity, or by reason of the death of the worker, be a proportionate amount of long service leave on the basis of 13 weeks for ten years' service (such service to include service with the Employer as an adult).

18.2.4 In the case of an Employee who has completed with the Employer seven years' service, and whose employment ceases for any reason other than serious misconduct, be a proportionate amount of long service leave on the basis of 13 weeks for ten years' service (such service to include service with the Employer as an adult).

18.3 Calculations of Entitlement for Employees who commenced prior to the commencement of the Agreement

18.3.1 In the case of an Employee whose service with the Employer began prior to the first full payment period on or after the approval of the Agreement, and whose service would entitle the Employee to long service leave under this clause, the amount of long service leave to which such Employee shall be entitled shall be as per SCHEDULE 5 – Long Service Leave.

18.4 Conditions of Taking Leave

- 18.4.1 Where an Employee has become entitled to long service leave in respect of the Employee's service with the Employer, the Employer shall give to the Employee and the Employee shall take the leave as soon as practicable having regards to the needs of the Employer provided always that unless the Employer otherwise agrees the Employee shall give not less than two school terms' notice of the Employee's wish to take leave and further provided that the Employer shall give the Employee not less than two school terms' notice of any requirement that such leave be taken.
- 18.4.2 Where long service leave is taken so that it commences on the first day after a period of pupil vacation, which falls between school terms, and concludes on the last day prior to a period of pupil vacation which falls between school terms, such long service leave shall be exclusive of the pupil vacation periods occurring prior to, within and following the period of long service leave.
- 18.4.3 Where an Employee requests and is granted up to one week's leave without pay to be taken in addition to long service leave such that the total period of leave is in accordance with clause 18.4.2 the conditions of that clause shall apply, provided nothing in this paragraph shall affect the provisions of clause 45 or clause 39 whichever is relevant .
- 18.4.4 An Employee may request to take long service leave at half pay and the Employer may approve such request. Where such request is granted, any period of non-term time falling within the period of leave (but not adjacent to the period of leave) will be paid at half pay.
- Provided however that in the case of the Teachers during summer vacation period, the payment shall be calculated in accordance with the provisions of clause 43 or clause 39 whichever is relevant , as if the period of leave on half pay were a period of Part-Time work.
- 18.4.5 An Employee may request to take long service leave in a short block of one week or more and it is up to the Employer's discretion whether to approve the leave.
- 18.4.6 Where long service leave is not taken in full term periods or in accordance with clause 18.4.2 it will be inclusive of pupil vacations other than the four weeks of annual leave at the commencement of the school summer vacation, unless the Employer agrees that the pupil vacation that precedes or follows the long service leave shall not be counted as long service leave.
- 18.4.7 Clause 18.4.6 does not apply to averaged employees.
- 18.4.8 Where an Employee is entitled to an amount of long service leave which is in excess of a school term, the Employee may elect not to take that part of the long service leave which is in excess of a term ('the deferred leave') until such time as the Employee accumulates further entitlements which when taken together with the deferred leave enables long service leave to be taken for a whole term.
- 18.4.9 Long service leave shall be exclusive of any public holidays falling within the period of such leave.

18.5 No Break in Service

The service of an Employee with the Employer shall be deemed continuous notwithstanding the service has been interrupted by reason of the Employee taking maternity leave (including paid and unpaid leave in accordance with clause 17) or other approved leave without pay but the period during which the service is so interrupted shall not be taken into account in calculating the period of service.

18.6 Payment in lieu of Long Service Leave

18.6.1 An Employee with 10 years' continuous service with the Employer may cash out an amount of additional long service leave accumulated by the Employee which is in excess of their entitlements under the LSL Act (this means long service leave accrued in excess of 0.866 weeks per year in accordance with clause 18.6.3.

18.6.2 Cashing Out of Long Service Leave

- (a) the Employee elects to cash out some or all of that portion of their accrued long service leave which is the leave accrued in excess of 0.866 weeks per year;
- (b) the Employee provides a written election to the Employer stating that the Employee wishes to cash out the accrued long service leave; and
- (c) the Employer, in its discretion, authorises the Employee to cash out the accrued long service leave.

18.6.3 If an Employee cashes out an amount of accrued long service leave in accordance with this clause 18.6:

- (a) the Employer 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; and
- (b) the Employee will no longer be entitled to the long service leave they have cashed out.

19 Compassionate Leave

19.1 Paid Compassionate Leave

19.1.1 An Employee will be entitled to paid compassionate leave in accordance with the Act.

19.1.2 For the purposes of this clause, compassionate leave is paid leave taken by an Employee for the purposes of:

- (a) spending time with a person who is a member of the Employee's Immediate Family (as defined by section 12 of the Act) or a member of the Employee's household; and has a personal illness, or injury, that poses a serious threat to his or her life; or

- (b) after the death of a member of the Employee's Immediate Family or a member of the Employee's household; or
- (c) after the stillbirth of a child where the child would have been a member of the Employee's household; or
- (d) after the Employee or the Employee's spouse or de facto partner has had a miscarriage.

19.1.3 Subject to clauses 19.1.5 and 19.1.6 a Full-Time, Fixed Term or Part-Time Employee is entitled to a period of two days of compassionate leave for each occasion when a member of the Employee's immediate family or a member of the Employee's household:

- (a) contracts or develops a personal illness that poses a serious threat to life; or
- (b) sustains a personal injury that poses a serious threat to life or
- (c) after the stillbirth of a child where the child would have been a member of the Employee's household; or
- (d) after the employee's spouse or de facto partner has had a miscarriage

19.1.4 Subject to clauses 19.1.5 and 19.1.6, a Full-Time, Fixed Term or Part-Time Employee is entitled to a period of three days of compassionate leave for each occasion when a member of the Employee's immediate family or a member of the Employee's household dies.

19.1.5 An Employee may be required to provide the Employer with satisfactory evidence of such illness, injury or death.

19.1.6 Subject to clause 19.1.7, an Employee shall not be entitled to compassionate leave under this clause during any period in respect of which the Employee has been granted other leave.

19.1.7 Compassionate leave may be taken in conjunction with leave available under clause 16 Personal/Carer's Leave. In determining such a request, the Employer will give consideration to the circumstances of the Employee and the reasonable operational requirements of the Employer.

19.2 Unpaid Bereavement Leave - Casual Employees

19.2.1 Casual Employees are entitled to not be available to attend work, or to leave work upon the death of a person prescribed in clause 19.1.2(a), provided that an Employee may be required to provide the Employer with satisfactory evidence of such death.

19.2.2 The Employer and the Casual Employee shall agree on the period for which the Employee will be entitled to not be available to attend work. In the absence of agreement, the Employee is entitled to not be available to attend work for up to 48 hours (i.e. two days) per occasion. The Casual Employee is not entitled to any payment for the period of non-attendance.

19.2.3 The Employer must not fail to re-engage a Casual Employee because the Employee accessed the entitlements provided for in this clause. The rights of the Employer to engage or not engage a Casual Employee are otherwise not affected.

19.2.4 Casual Employees shall be entitled to unpaid compassionate leave in accordance with the NES.

20 Community Service Leave

20.1 An Employee who engages in an eligible community service activity may apply to be absent from their employment on Community Service Leave as per the National Employment Standards.

Eligibility

20.2 This clause does not apply to casual Employees.

20.3 Eligible community service activities include:

20.3.1 a voluntary emergency management activity; or

20.3.2 Defence Force training (either an annual training camp, or one school or course of instruction).

Entitlement

20.4 Eligible Employees may access up to ten (10) days of unpaid community service leave per annum for purposes of:

20.4.1 time when the Employee engages in the activity;

20.4.2 reasonable travelling time associated with the activity; and

20.4.3 reasonable rest time immediately following the activity.

20.5 Community Service Leave is not cumulative from year to year.

Approval and Notice Requirements

20.6 An Employee must make a written application to the Principal requesting access to Community Service Leave.

20.7 Approval of leave under this clause is subject to operational requirements and approval by the Principal.

20.8 Notice must be given to the Principal as soon as practicable and must advise the Principal of the period, or expected period, of the absence.

20.9 An Employee is required to provide evidence that would satisfy a reasonable person that the approved period of absence is because the Employee has been or will be engaging in an eligible community service activity.

21 Paid Natural Disaster Leave

21.1 This clause shall apply when a natural disaster is declared in a local government area or areas by the NSW government or the Victorian Government depending

where the employee resides as per their employee record and the circumstances surrounding the natural disaster:

- 21.1.1 prevent an Employee from attending work or leaving home; or
 - 21.1.2 pose a genuine threat to the Employee's property; or
 - 21.1.3 pose a genuine threat to the Employee gaining access to their home (for example, road closures).
- 21.2 An Employee may be entitled to paid leave to attend to such matters as they relate to the natural disaster only and to a maximum of two (2) days of paid leave per occasion.
- 21.3 Paid Natural Disaster Leave is not available to casual employees.
- 21.4 The Employee must notify the Employer as soon as practicable, and prior to the Employee commencing such leave, of the need to take leave, the reason for the leave, that is, why they are unable to attend work and the period or expected period of their leave.
- 21.5 An employee must apply for Paid Natural Disaster directly to the Principal.
- 21.6 Approval for Paid Natural Disaster Leave is at the Principal's discretion.
- 21.7 The Employee must provide a Statutory Declaration to the Principal to apply for Paid Natural Disaster Leave.
- 21.8 Paid leave may be refused and is only approved at the discretion of the Principal.
- 21.9 Should paid leave be refused, an Employee may apply for Leave without Pay.
- 21.10 For the purpose of this clause, if a natural disaster is declared retrospectively and an Employee has already accessed other leave because of that declared natural disaster, the Employee may apply for that other leave (including paid leave) to be converted to Paid Natural Disaster Leave pursuant to this subclause.
- 21.11 Nothing in this clause is intended to preclude access to other leave that may be available to the Employee however the application and approval for other leave must follow the relevant operational requirements for approval.

22 Jury Service

- 22.1 A Full-Time or Part-Time Employee required to attend for jury service during ordinary working hours shall be provided with paid leave for this purpose. The Employee shall be required to reimburse to the Employer any monies payable to the Employee for such attendance (excluding reimbursement of expenses) which required the Employee's absence from the employment.
- 22.2 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.

23 Public holidays

- 23.1 For the purposes of this Agreement, public holidays are as defined in the Act and include New Year's Day, Australia Day, Good Friday, Easter Saturday, Easter Monday, Anzac Day, Queen's Birthday, Labour Day, Christmas Day and Boxing Day, and any other day, or part day, recognised under the NES as a public holiday.
- 23.2 Employees, other than a Casual Employee, shall be entitled to the public holidays in clause 23.1 without loss of pay, provided that an Employee shall only be paid for such holidays as occur on those days which the Employee normally works.
- 23.3 Should a General Employee be requested to and does work, all time worked on a public holiday as per clause 23.1 shall be paid for at the rate of double time and one half at the unaveraged ordinary -time rate with a minimum payment of four hours.

24 Substitution of Public Holidays

- 24.1 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.
- 24.2 Any such agreement must be recorded in the time and wages records kept by the Employer.
- 24.3 Where substitution is agreed, the substituted day will be the public holiday for all purposes of this agreement.

25 Dispute Resolution

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 following manner:

- 25.1 Any grievance or dispute which arises shall, where possible, be settled by discussion between the Employee and the Employer in accordance with any procedures that have been adopted by the Employer.
- 25.2 Should the matter not be resolved, it may be referred by either party to the Fair Work Commission, or any other person agreed between the parties, for conciliation.
- 25.3 During the conciliation the Fair Work Commission may:
- 25.3.1 arrange conferences of the parties or their representatives at which the Fair Work Commission is present; and
 - 25.3.2 the Fair Work Commission may require the attendance of the parties or their representatives; and
 - 25.3.3 arrange for the parties or their representatives to confer among themselves at conferences at which the Fair Work Commission is not present; and
 - 25.3.4 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.

- 25.4 An Employer or an Employee may appoint another person, organisation or association to accompany and/or represent them for the purpose of clauses 25.1 to 25.3.
- 25.5 An Employee who is a party to a dispute must, while the dispute is being resolved:
- 25.5.1 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
 - 25.5.2 comply with any reasonable direction given by the Employer to perform other available work, either at the same workplace or at another workplace.
- 25.6 In directing an Employee to perform other available work, the Employer must have regard to:
- 25.6.1 the provisions (if any) of the law of the Commonwealth or of a State or Territory dealing with work health and safety that apply to that Employee or that other work; and
 - 25.6.2 whether that work is appropriate for the Employee to perform.

26 Flexibility

- 26.1 An Employer and an Employee covered by this Agreement may agree to make and individual flexibility arrangement to vary the effect of terms of the Agreement if:
- 26.1.1 the Agreement deals with one or more of the following matters:
 - (a) overtime rates;
 - (b) penalty rates;
 - (c) arrangements about when work is performed; and
 - (d) allowances.
 - 26.1.2 the arrangement meets the genuine needs of the Employer and Employee in relation to one or more of the matters mentioned in paragraph (a); and
 - 26.1.3 the arrangement is genuinely agreed to by the Employer and Employee.
- 26.2 The Employer must ensure that the terms of the individual flexibility arrangement:
- 26.2.1 are about permitted matters under section 172 of the Act; and
 - 26.2.2 are not unlawful terms under section 194 of the Act; and
 - 26.2.3 result in the Employee being better off overall than the Employee would be if no arrangement was made.
- 26.3 The Employer must ensure that the individual flexibility arrangement:

- 26.3.1 is in writing; and
- 26.3.2 includes the name of the Employer and Employee; and
- 26.3.3 is signed by the Employer and Employee and if the Employee is under 18 years of age, signed by a parent or guardian of the Employee; and
- 26.3.4 includes details of:
 - (a) the terms of the Agreement that will be varied by the arrangement; and
 - (b) how the arrangement will vary the effect of the terms; and
 - (c) how the Employee will be better off overall in relation to the terms and conditions of his or her employment as a result of the arrangement; and
- 26.3.5 states the day on which the arrangement commences and when the arrangement ends. The arrangement cannot be more than 12 months from the commencement date. The Employee has the ability to reapply after the conclusion of the arrangement.

26.4 The Employer must give the Employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.

26.5 The Employer or the Employee may terminate the individual flexibility arrangement:

26.5.1 by giving no more than 28 days written notice to the other party to the arrangement; or

26.5.2 if the Employer and Employee agree in writing — at any time.

27 Requests for Flexible Working Arrangements

27.1 An Employee can request flexible working arrangements in accordance with section 65 of the Act.

27.2 Responding to the request

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

(a) the needs of the Employee arising from their circumstances;

(b) the consequences for the Employee if changes in working arrangements are not made; and (iii) any reasonable business grounds for refusing the request.

27.3 The School must give the Employee a written response to a request within 21 days, stating whether the School grants or refuses the request.

27.4 What the written response must include if the School refuses the request

- 27.4.1 If the School refuses the request and has not reached an agreement with the Employee under clause 27.2 the written response, under section 65(4) of the Act, must include details of the reasons for the refusal, including the business ground or grounds for the refusal and how the ground or grounds apply.
- 27.4.2 If the School and Employee could not agree on a change in working arrangements under clause 27.2, then the written response under section 65(4):
- (i) must state whether or not there are any changes in working arrangements that the School can offer the Employee so as to better accommodate the Employee's circumstances; and
 - (ii) must, if the School can offer the Employee such changes in working arrangements, set out those changes in working arrangements; and
 - (iii) may include an offer to consider alternative options for the parties to consider.
- 27.5 What the written response must include if a different change in wording arrangements is agreed
- 27.5.1 If the School and the Employee reached an agreement under clause 27.2 on a change in working arrangements that differs from that initially requested by the Employee, then the School must provide the Employee with a written response to their request setting out the agreed change(s) in working arrangements.
- 27.6 Disputes about whether the School has discussed the request with the Employee and responded to the request in the way required by this clause 27, can be dealt with in accordance with clause 25 - Disputes Resolution.

28 Consultation and Redundancy

- 28.1 Application
- 28.1.1 This clause shall apply in respect of Full-Time, Fixed term and Part-Time Employees. Clauses 28.2, 28.3 and 28.13 only shall apply in respect of Casual Employees.
- 28.1.2 Notwithstanding anything contained elsewhere in this Agreement, the provisions of clauses 28.4 to 28.11 shall not apply to Employees with less than one year's continuous service.
- 28.1.3 The provisions of clauses 28.4 to 28.11 shall not apply where employment is terminated as a consequence of conduct that justifies instant dismissal, or in the case of Casual Employees, or Employees engaged for a specific period of time or for a specified task or tasks or where employment is terminated due to the ordinary and customary turnover of labour.
- 28.2 Employer's Duty to Notify and Discuss
- 28.2.1 Where the 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 shall notify the Employees who may be affected by the proposed changes.

28.2.2 '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.

28.3 Discussions with Employees and their Representatives

28.3.1 The Employer shall discuss with the Employees affected by the introduction of such changes, and their representative, the introduction of the changes, the likely effect on the Employees and the measures taken to avert or mitigate the adverse effects of such changes, as soon as is practicable after the Employer has made the decision outlined in clause 28.2.

28.3.2 The Employees may appoint a representative for the procedures outlined in this clause. If an Employee/s appoints, a representative for the purposes of consultation and an Employee/s advise the Employer of the identity of the representative, the Employer must recognise that representative. Where an Employee is a member of a Union, the Union will be that Employee's representative unless the Employee appoints another person or revokes the Union's status as their representative.

28.3.3 For the purpose of the discussions the Employer shall provide, in writing, to the Employees concerned, all relevant information about the proposed changes including the reasons for, and the nature of the proposed changes, the number and categories of Employees likely to be affected, information about the expected effects of the changes on the Employees, and any other matters likely to affect the Employees. This information shall be provided as soon as practicable after the Employer has made the decision outlined in clause 28.1, provided that the Employer shall not be required to disclose confidential or commercially sensitive information.

28.3.4 The Employer must give prompt and genuine consideration to matters raised about the major changes by the Employees or their representatives.

28.4 Notice

28.4.1 This clause sets out the notice provisions to be applied to terminations by the Employer for reasons arising from production, program, organisation or structure in accordance with clause 28.1.

28.4.2 In order to terminate the employment of an Employee on the basis of redundancy, the Employer shall give to the Employee notice or payment or pro-rata part payment in lieu of notice in accordance with the provisions in clauses 46 or 60, whichever applies to the Employee.

28.4.3 Payment in lieu of the notice above shall be made if the appropriate notice period is not given. Provided that employment may be terminated by part of the period of notice specified and part payment in lieu thereof.

28.5 Time off During the Notice Period

28.5.1 During the period of notice of termination given by the Employer under this clause, an Employee shall be allowed up to one day's time off without loss of pay during each week of notice, to a maximum of five weeks, for the purposes of seeking other employment.

28.5.2 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 shall, at the request of the Employer, be required to produce proof of attendance at an interview or the Employee shall not receive payment for the time absent.

28.6 Employee Leaving During the Notice Period

If the employment of an Employee terminates (other than for misconduct) before the notice period expires, the Employee shall be entitled to the same benefits and payments under this part had the Employee remained with the Employer until the expiry of such notice. Provided that in such circumstances the Employee shall not be entitled to payment in lieu of notice.

28.7 Notice to Centrelink

Where a decision has been made to terminate 15 or more Employees at one time, the Employer shall notify Centrelink as soon as possible giving relevant information including the number and categories of the Employees likely to be affected and the period over which the terminations are intended to be carried out.

28.8 Employment Separation Certificate

The Employer shall, upon receipt of a request from an Employee whose employment has been terminated, provide to the Employee an 'Employment Separation Certificate' in the form required by Centrelink.

28.9 Transfer to Lower Paid Duties

Where an Employee is transferred to lower paid duties for reasons set out in clause 28.2, the Employee shall be entitled to the same period of notice of transfer as the Employee would have been entitled to if the Employee's employment had been terminated, and the Employer may at the Employer's option make payment in lieu thereof of an amount equal to the difference between the former ordinary time rate of pay and the new ordinary time rate for the number of weeks of notice still owing.

28.10 Severance

Where an Employee's employment is terminated on the ground of redundancy the Employer shall pay the following severance pay in respect of a continuous period of service:

Years of Service	Under 45 Years of Age	Over 45 Years of Age
Less than 1 Year	Nil	Nil
1 year and less than 2 years	4 Weeks	5 Weeks
2 years and less than 3 years	7 Weeks	8.75 Weeks
3 years and less than 4 years	10 Weeks	12.5 Weeks
4 years and less than 5 years	12 Weeks	15 Weeks
5 years and less than 6 years	14 Weeks	17.5 Weeks
6 years and over	16 Weeks	20 Weeks

28.11 'Week's pay' means the all-purpose rate of pay of the Employee concerned at the date of termination, and shall include, in addition to the ordinary rate of pay, over Agreement payments, shift penalties and allowances provided for in the Agreement.

28.12 Alternative Employment

Subject to an application by the Employer and further order of the Fair Work Commission, an Employer may pay a lesser amount (or no amount) of severance pay than that contained in clause 28.10 if the Employer obtains acceptable alternative employment for an Employee.

28.13 Changes to regular rosters or ordinary hours of work

28.13.1 The Employer will consult with Employee/s about a change to their regular roster or ordinary hours of work.

28.13.2 For the purposes of this clause, the Employer will:

- (a) provide, in writing, information to the affected Employee/s about the change, provided that the Employer shall not be required to disclose confidential or commercially sensitive information; and
- (b) invite affected Employee/s to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities); and
- (c) consider any views that are given by the Employee/s.

28.13.3 Employee/s may be represented for the purposes of consultation under this clause.

PART 3 – CONDITIONS OF EMPLOYMENT FOR TEACHERS

29 Terms of Engagement

29.1 Letter of Appointment

The Employer shall provide a Teacher (other than a Casual Teacher) on appointment, with a letter of appointment stating:

- (a) the commencement date of employment;
- (b) the terms and conditions of their employment including the classification band and rate of salary as at appointment; and
- (c) the normal teaching load that will be required; and
- (d) an outline of superannuation benefits available to Teachers.

29.2 Part-Time Teachers

In the case of a Part-Time Teacher, the letter of appointment will also include the Teacher's teaching load expressed as a percentage of a full-time load in the school. The School cannot vary a Part-Time Teacher's teaching load or days of attendance unless:

- (a) the Teacher agrees; or
- (b) where such a variation is required as a result of a change in funding, enrolment or curriculum, the School provides 7 weeks' notice in writing in the case of a school teacher or 4 weeks' notice in the case of an early childhood teacher, or where the change would result in a reduction in salary, the salary of the teacher is maintained for a period of 7 weeks in the case of a school teacher or 4 weeks in the case of an early childhood teacher; or
- (c) in the case of days of attendance at professional development or training, clause 42.7 applies.

29.3 Direction

The Employer may direct a Teacher to carry out such duties as are within the limits of the Teacher's skill, competence and/or training.

29.4 Duties

- (a) The normal duties of Teachers may include, playground duties, sports duties, attending school camps, retreats, excursions, Parent/Teacher and staff meetings, administration and assembly duties, pastoral care duties, Employer-designated professional development training and/or meetings, and the usual extra-curricular activities and, in relation to Teachers appointed to residential positions, the usual residential duties.

- (b) A Part-Time Teacher shall undertake the normal duties described above proportional to their face to face teaching load as required by the School over the course of the year. The School will attempt to assist a Part-Time Teacher to meet these requirements by consulting with the Teacher regarding the timing of such commitments.
- (c) If a Part-Time Teacher is required to attend duties on a day that they do not normally attend, and that attendance is in addition to their normal pro rata duties the Teacher shall be paid for such attendance at the casual rate as provided in SCHEDULE 1 – Teachers’ Salary Scales and Allowances.
- (d) In considering pro rata duties regard will be had to whether the Teachers at the School normally perform those duties in addition to or in substitution for teaching duties.

29.5 Meal Breaks

A Teacher shall be entitled to a break of 30 minutes during which period the Teacher will not be required to hold or attend meetings, supervise, teach or coach sport, team games, cultural or academic activities.

30 Classifications and Salary Scales

Teachers – Salary Classification and Progression.

- 30.1 A Teacher shall be advised at the time they are offered appointment to the School whether they will be employed at Band 1, 2 or 3 and the salary applicable.
- 30.2 A Teacher commencing employment at Band 2 shall be assessed as per this clause and in consideration of clause 31 and 32 to determine the appropriate band increment level of the Band 2 they will be offered.
- 30.3 The rates of pay for teachers will be in accordance with the teacher’s level of accreditation on commencement of employment.
 - 30.3.1 A Graduate teacher will commence on the Band 1 salary.
 - 30.3.2 A teacher with accreditation at Proficient will commence on the Band 2 salary.
 - 30.3.3 A teacher with accreditation at Highly Accomplished or a Lead Teacher will commence on the Band 3 salary.
 - 30.3.4 A teacher who has been assessed by ISTAA as meeting the ISTAA Experienced Teacher standards will commence on the Band 3 salary.
- 30.4 A Teacher who, prior to their appointment with the Employer, was employed in a School where they were recognized as a Band 3 teacher or where Band 3 is not attainable has completed a minimum of 7 years full-time service as a Teacher, yet:
 - does not hold accreditation as a Highly Accomplished or a Lead Teacher, or

- has not been assessed by ISTAA as meeting the ISTAA Experienced Teacher standards,

will commence on Band 2.4.

The Teacher shall be recognised as a Band 3 Teacher from the date of commencement, and back paid the salary difference from the date of commencement if within two (2) years of commencement with the Employer the Teacher becomes recognised as either a:

- Highly Accomplished or a Lead Teacher, or
- ISTAA Experienced Teacher.

30.5 The salary bands are as follows

Band 1	(Graduate)
Band 2	(Proficient) Band 2.0
Band 2	(Proficient) Band 2.1
Band 2	(Proficient) Band 2.2
Band 2	(Proficient) Band 2.3
Band 2	(Proficient) Band 2.4
Band 3	(Highly Accomplished or Lead Teacher or Experienced Teachers)

31 Salary Progression

- 31.1 Salary progression from Band 1 to Band 2 will take effect from the first full pay period after confirmation of proficient accreditation by the Teacher Accreditation Authority for teachers who have been employed for a minimum of two years full time as per clause 32.4.
- 31.2 Salary progression from Band 2.0 to Band 2.1, from Band 2.1 to Band 2.2, from Band 2.2 to Band 2.3 and from Band 2.3 to Band 2.4 will take effect from the first full pay period after the completion of one year of full time service as per clause 32.4 for those teachers who continue to meet the requirements of proficient accreditation.
- 31.3 Salary progression from Band 2.4 to Band 3 will take effect from the first full pay period after either:
- 31.3.1 confirmation of Highly Accomplished or Lead accreditation by the Teacher Accreditation Authority for teachers who have been remunerated at Band 2.4 for a minimum of one year full time as per clause 32.4. For those teachers who have confirmation of accreditation at Highly Accomplished or Lead Teacher but do not have one year of full time service at Band 2.4, progression from Band 2.4 to Band 3 will take effect from the first full pay period after the completion of one year of full time service at Band 2.4; or

- 31.3.2 confirmation as an Experienced Teacher for teachers who have been remunerated at Band 2.4 for a minimum of one year full time as per clause 32.4. For those teachers who have confirmation as an Experienced Teacher but do not have one year of full time service at Band 2.4, progression from Band 2.4 to Band 3 will take effect from the first full pay period after the completion of one year of full time service at Band 2.4

32 Evidence of Accreditation Progression

- 32.1 A teacher shall provide evidence from the Teacher Accreditation Authority to their Supervisor and the Principal within 30 calendar days of their accreditation changing.
- 32.2 A teacher who provides evidence as per clause 32.1 and has completed at least 1 year of full time service at their current level, shall have their Band progression take effect from the date of Teacher Accreditation Authority approval.
- 32.3 A teacher who fails to provide evidence as per clause 32.1 and has completed at least 1 year of full time service at their current level, will have their Band progression take effect from the date they provide evidence to their Supervisor and the Principal.
- 32.4 For the purpose of salary progression, one year of full time service is 200-teaching days or the total number of teaching days expected of a full-time teacher during the calendar year whichever is the lesser. For the avoidance of doubt, this clause does not apply to Casual Teachers.
- 32.5 Payment of salaries under this clause is conditional upon a teacher maintaining the appropriate level of accreditation.

33 Transitional Arrangements for Employees Employed Prior to the Commencement of this Agreement

- 33.1 A teacher employed prior the approval of this Agreement shall have their service assessed against the criteria listed in clause 30 to ascertain their appropriate Band level.
- 33.2 A teacher who is assessed at a Band level where the salary payment is lower than the salary the teacher is receiving upon commencement of this Agreement, shall be provided salary maintenance at their current rate.
- 33.3 Where 33.2 applies, a teacher shall continue through the progression process as per clauses 31.2 to 31.3 until such time as the salary commensurate with that Band level is higher than the salary they are currently receiving.
- 33.4 A teacher who is assessed at a Band level where the salary payment is higher than the salary the teacher is receiving at the commencement of this Agreement, shall progress to that Band level upon commencement of this Agreement.
- 33.5 After a Teacher transitions to the new salary classification pursuant to subclauses 31.1 to 31.3, the Teacher shall progress up to the Band Level in accordance with clause 31 based on the Teacher's service. Provided that service on a Band Level prior to the commencement of this Agreement shall be deemed to be service on the new Band Level under this Agreement.

33.6 For the avoidance of doubt, a teacher who is employed as Band 3 prior to the approval of this Agreement shall remain at Band 3.

34 Salaries and rates of pay for teachers shall be paid in accordance with SCHEDULE 1 – Teachers' Salary Scales and Allowances.

35 Support for Accreditation at Proficient Teacher

35.1 The Employer will provide appropriate support to Teachers who are working toward achieving their accreditation or registration at Proficient Teacher level. This support may include providing a mentor Teacher and will involve regular feedback in relation to the Teacher's progress in reaching the Proficient Teacher standard. A Teacher who is provided with this support will work cooperatively with the Employer in relation to the assessment process including participating in classroom observations, feedback meetings and adhering to deadlines set by the Employer for the provision of evidence.

35.2 Where a Teacher working towards Proficient Teacher accreditation or registration is identified by the Employer as being at risk of not meeting the required standards by the end of their second year of teaching the Employer will advise the Teacher of this at the commencement of the final term of the Teacher's second year of teaching. The Employer shall identify to the Teacher the specific standard descriptors where further progress is required and support the Teacher to address any identified issues to assist their progression towards completing accreditation or registration at Proficient Teacher level.

36 Full-Time Equivalent Service

36.1 For the purpose of this clause 36, Full-Time equivalent service means teaching service equivalent to Full-Time teaching service in Recognised Schools or in schools certified or registered under the appropriate legislation in other States or Territories of the Commonwealth of Australia. For the purpose of calculating service:

- (a) Any employment as a Full-Time Teacher (including employment as a Fixed Term Full-Time Teacher), shall be counted as service;
- (b) The amount of service of a Part-Time Teacher (including a Fixed Term Part Time Teacher) shall be calculated by reference to the ratio which the number of hours taught by the Teacher in any year bears to the normal number of hours taught by a Full-Time Teacher for the Employer in the same year;
- (c) The amount of service of a Casual Teacher shall be calculated on the basis that 200 casual teaching days are equivalent to one year of Full-Time teaching service.

36.2 In addition to service set out in clause 36.1:

- (a) the teaching service of a Teacher in the United States, United Kingdom, Ireland, Canada and New Zealand; and

- (b) the teaching service of a Teacher in other English speaking countries in which the Teacher Education Qualifications are recognised by NESAs shall be recognised in accordance with the principles set out in clause 36.2(a) – (c) and subject to the teaching service being in a recognised school or equivalent.
- (c) Provided further, that if the Employer recognises on appointment prior teaching services other than as set out above, such service shall be deemed to be equivalent teaching service with the Employer.

36.3 For the purpose of calculating the Full-Time equivalent years of service referred to in clause 36.4 periods of leave without pay and parental leave shall not count as service, however they shall not break a Teacher's service.

36.4 In order to establish, to the satisfaction of the Employer, the previous Full-Time equivalent service of a Teacher, the Teacher shall provide documentation to establish the Teacher's qualifications and length of service in schools as provided in clauses 36.1 and 36.2. The period so established shall be taken to be the length of such service.

37 Salary

The minimum annual rate of salary payable to Teachers as classified in clauses 30 and 31 shall be as set out SCHEDULE 1 – Teachers' Salary Scales and Allowances. Weekly salaries shall be ascertained by dividing the annual salaries by 52.16 and monthly salaries shall be ascertained by dividing the annual salaries by 12.

38 Fixed Term Teachers

A Fixed Term Full-Time Teacher shall be paid at the same rate as that prescribed for a Full-Time Teacher with corresponding classification.

39 Payment of Part-Time and Casual Teachers

39.1 A Part-Time Teacher, including a Fixed Term Part-Time Teacher shall be paid at the same rates as a Full-Time Teacher with the corresponding classification, but in that proportion which the number of hours which are the normal teaching hours bears to the hours a Full-Time Teacher is normally required to teach. If there is no Full-Time Teacher employed by the Employer, the proportion shall be based upon the number of hours which a Full-Time Teacher would be required to teach if employed.

39.2 The minimum rate of pay for a Casual Teacher shall be the applicable rate set out in Schedule 1 and is inclusive of a 20% loading and is in compensation for annual leave, leave loading, paid personal/carer's leave and redundancy payments. Casual day rates are ascertained by dividing the annual rate by 240 days and adding 20%.

39.3 The Casual Teacher will be placed on Band 1 or Band 2.2 in accordance with their classification pursuant to clause 30 (Band 2.2 is the maximum).

39.4 A Casual Teacher shall be paid for a minimum of half a day.

40 Allowances

40.1 Professional Excellence Allowance

- 40.1.1 Subject to the provisions of this clause 40, a Teacher who meets the requirements of Professional Excellence as defined in clause 3.26 is entitled to receive an annual Professional Excellence Allowance in the amount set out in SCHEDULE 1 – Teachers’ Salary Scales and Allowances.
- 40.1.2 The Allowance will be payable from the first full pay period on or after the Teacher is assessed as meeting the requirements for the Professional Excellence Allowance.
- 40.1.3 If the Teacher is assessed by ISTAA as no longer meeting the ISTAA Professional Excellence standards or the Teacher’s accreditation at Highly Accomplished Teacher level by the NESA is revoked, the Teacher will cease to be entitled to be paid the Professional Excellence Allowance from the first full pay period on or after the assessment or revocation.

40.2 Leadership Allowances

- 40.2.1 A Teacher who is appointed to a Leadership Position as defined in clause 3.18, will receive an allowance for the position as set out in SCHEDULE 1 – Teachers’ Salary Scales and Allowances while they are performing the leadership duties.
- 40.2.2 Where a Part-Time Teacher is appointed to a Leadership Position, the Teacher may be paid a proportion of the allowance, if:
- (i) the Teacher is performing a proportion only of the duties of such Leadership Position, or
 - (ii) the Leadership Position and allowance is shared between Teachers.

40.3 Acting Up – Leadership Position

- 40.3.1 If the Employer appoints a Teacher to act in a Leadership Position for at least ten consecutive school days, the Employer must pay the Teacher a pro rata amount of the annual allowance applicable to that position for the period during which the Teacher acts in that position.
- 40.3.2 A Teacher appointed to an acting position shall be paid a pro rata amount of nonterm periods at the higher rate depending on the length of the appointment.

40.4 Special Education

- 40.4.1 Teachers employed by the Employer as at 31 December 2014 who are teaching classes of children with disabilities in a Registered Special School or School for Children with Disabilities are entitled to the allowance provided in SCHEDULE 1 – Teachers’ Salary Scales and Allowances, per annum.
- 40.4.2 Part-Time Teachers employed by the Employer as at 31 December 2014 who are teaching classes of children with disabilities in a

registered special school are entitled to the allowance provided in SCHEDULE 1 – Teachers’ Salary Scales and Allowances, per annum on a pro rata basis.

40.4.3 Provided that Teachers employed by the Employer on and from 1 January 2015 shall not be entitled to the Allowance referred to in clauses 40.4.1 and 40.4.2.

40.5 Calculation of Allowances

40.5.1 The Allowances set out in SCHEDULE 1 – Teachers’ Salary Scales and Allowances are annual allowances. The weekly amount of the allowance shall be ascertained by dividing the annual allowance by 52.14, fortnightly allowances shall be ascertained by multiplying the weekly allowance by two and monthly allowance shall be ascertained by dividing the annual allowance by 12.

40.6 Interaction of Allowances

Any Leadership Position Allowance under clause 40.2 is inclusive of any Professional Excellence Allowance to which the Teacher would otherwise be entitled.

41 Promotions Positions

In a secondary department, a Leadership Position Level 2 must be established where the teaching hours of a programme of work in an area of instruction or activity as determined by the Employer (e.g., subject or key learning area) exceeds 2,000 hours per annum, or where the position has other duties (of a comparable level) as determined by the Principal.

42 Professional Development

42.1 The Employer is committed to providing Teachers with professional development courses. Such professional development, should where appropriate, be registered with NESAs.

42.2 Teachers are expected to continue to otherwise prepare or plan for the school year as required in order to meet the expectations of their role.

42.3 The Employer shall advise Teachers of the dates of any Employer designated professional development and/or training and/or meetings, in the preceding year before the end of Term 3.

42.4 Part-Time Teachers may be required to attend professional development training in accordance with the provisions of clause 29.4.

42.5 Teachers accredited by NESAs are required to participate in professional development to maintain their accreditation as prescribed by NESAs policy.

42.6 The School shall advise Teachers of the term dates for pupils, and teacher attendance dates, in the preceding year before the end of Term 3.

42.7 All other timetabling, or arrangement of any school designated professional development and/or training and/or meetings throughout the year, which are scheduled on the attendance dates shall be made with reasonable notice.

43 Pro Rata Payment for Non-Term Time

43.1 A Teacher (other than a Casual Teacher) is entitled to four weeks' paid annual leave each year, to be given and taken by the Teacher at the commencement of the school summer vacation period each year which falls immediately after the conclusion of Term 4. This clause provides for pro rata payment for non-term time and applies in lieu of, and is inclusive of, payments in respect of pro rata annual leave pursuant to the Act. Annual leave provided for in this clause 43.1 does not accrue from year to year as it is taken by the Teacher at the commencement of the school summer vacation period each year. This clause will apply in lieu of the corresponding provisions of the Act and is inclusive of four weeks accrued annual leave.

43.2 The provisions of this clause shall apply where:

43.2.1 a Teacher's employment ceases;

43.2.2 a Teacher commences employment after the School Service Date;

43.2.3 where a Teacher takes approved leave without pay; or

43.2.4 where the hours which a Teacher normally teaches at a school have varied since the School Service Date ["a Teacher whose hours have varied"].

Payments shall be made to such Teachers by application of the formula prescribed by either clause 43.3.1 or 43.3.2, as appropriate, pursuant to the provisions of clauses 44, 44.2, 45 and 45.2 as relevant.

43.3 Calculation of Payments

43.3.1 Payments made pursuant to this clause to a Teacher whose hours have varied shall be calculated in accordance with the following formula:

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

Where:

P is the payment due.

s is the total salary paid in respect of term weeks, or part thereof, since the anniversary of employment [or date of employment in circumstances where a Teacher has been employed by the Employer for less than one year].

b is the number of term weeks, or part thereof, in the year.

c is the number of non-term weeks, or part thereof, in the year.

d is the salary paid in respect of non-term weeks, or part thereof, that have occurred since the anniversary of employment [or date of employment in circumstances

where a Teacher has been employed by the Employer for less than one year].

- 43.3.2 Payments made otherwise pursuant to this clause shall be calculated in accordance with the following formula:

$$P = S \times \left\{ \left[\frac{t \times c}{b} \right] - d \right\}$$

Where:

- P** is the payment due.
- S** is an amount equivalent to a week's salary including allowances of the Teacher at the date of application of the formula.
- t** is the number of term weeks, or part thereof, worked by the Teacher since the first day of the School year.
- b** is the number of term weeks, or part thereof, in the year.
- c** is the number of non-term weeks, or part thereof, in the year.
- d** is the number of non-term weeks, or part thereof, worked by the Teacher since the first day of the school year.

44 Termination of Employment

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

44.2 Teachers Who Commence Employment After the Commencement of the School Year

- 44.2.1 A Teacher who commences employment after the School Service Date, shall be paid from the date the Teacher commences, provided that in the final pay for the year, the Teacher shall be paid an amount calculated pursuant to clause 43.3 and shall receive no salary or other payment other than payment under this clause until the School Service Date in the following school year.

- 44.2.2 In each succeeding year of employment, the School Service Date shall be deemed to be the anniversary of appointment of the Teacher for the purpose of this clause.

45 Teachers Who Take Approved Leave Without Pay

- 45.1 Where a Teacher takes leave without pay with the approval of the Employer for a period which [in total] exceeds 20 pupil days in any year, the Teacher shall be paid salary calculated in accordance with this clause as follows:
- 45.1.1 If the leave without pay commences and concludes in the same school year:
- (a) subject to clause 45.1.1(b) below, the payment shall be calculated and made by the final pay for the year; and
 - (b) if the leave without pay commences on the day following the last teaching day of a term and concludes on the day preceding the first teaching day of a term in the same year a payment shall be calculated and made by the final pay for the year in accordance with clause 45.1.3.
- 45.1.2 If the leave without pay is to conclude in a school year following the school year in which the leave commenced:
- (a) at the commencement of the leave, a payment shall be calculated and made in respect of the school year in which the leave commences; and
 - (b) at the end of Term IV in the school year in which the leave concludes, a payment shall be calculated and made in respect of that school year.
- 45.1.3 The payment is to be made to a Teacher in the final pay for the year:
- (a) pursuant to clause 45.1.1(b); or
 - (b) in circumstances where, with the agreement of the Employer, a Teacher who has been paid pursuant to clause 45.1.1(b) returns from leave during the school year in which the leave commenced and notwithstanding that as a result did not in total exceed 20 pupil days, shall be determined by:
 - (i) applying the formula in clause 43.3 as if no payment had been made to the Teacher pursuant to 45.1.1(b) clause 45.1.2(a); and
 - (ii) deducting from that amount the amount paid to the Teacher pursuant to 45.1.1(b) clause 45.1.2(a).
- 45.1.4 Notwithstanding the provisions of clause 45.1.1, a Teacher shall not, pursuant to this clause be paid an amount in respect of a year of employment which is less than the amount to which the Teacher would otherwise be entitled under the provisions of the Act, in respect of a year of employment.
- 45.2 Teachers Whose Hours Have Varied
- 45.2.1 Where the hours which a Teacher normally teaches at the School have varied since the School Service Date, in any school year and the Teacher's employment is to continue in the next school year, the Teacher shall be paid at the conclusion of Term 4 of that year in

accordance with the formula provided in clause 43.3.1 and shall receive no salary or other payment other than payment under this clause until the School Service Date in the following school year.

46 Termination of Employment

46.1 Notice of Termination

46.1.1 Subject to clauses 46.1.2, 46.1.3 and 46.3, the employment of any Teacher (other than a Casual Teacher) may be terminated by:

- (a) the Teacher giving four school term weeks' notice; or
- (b) the Employer giving four school term weeks' notice or making a payment of four weeks' salary in lieu of notice or by giving part notice and part payment in lieu of notice equal to four weeks.

Provided that such four term weeks' notice shall expire within the school term during which it is given.

46.1.2 Should a Teacher have more than five years' service with the Employer and is over 45 years of age, this clause 46.1.2 will apply instead of clause 46.1.1. The Employer must provide the Teacher with five school term weeks' notice or make a payment of five weeks' salary in lieu of notice or give part notice and part payment in lieu of notice equal to five weeks. Such five term weeks' notice shall expire within the school term during which it is given.

46.1.3 The employment of any Teacher (other than a Casual Teacher) may be terminated at any time during the first six months of the Teacher's employment by:

- (a) the Teacher giving at least two School term weeks' notice; or
- (b) the School giving at least two School term weeks' notice or payment of two weeks' salary in lieu of notice.

46.1.4 The Employer must give a Full-Time or Part-Time Teacher notice in writing of the date of termination of employment. The date of termination cannot be before the date on which the notice is given or the date on which payment in lieu of notice is made.

46.1.5 Where the Employer wishes to terminate the employment of a Fixed Term Teacher who is replacing another Teacher in circumstances where the Teacher being replaced wishes to return to work, the Employer will give the Fixed Term Teacher four (4) school term weeks notice.

46.2 Forfeiture

46.2.1 If a Teacher fails to give notice in accordance with clause 46.1.1, or fails to work out the notice period, the School may, to the extent authorised by law, deduct from monies due, including any annual leave or long service leave payments, an amount equal to the gross ordinary rate of

pay for the notice not worked, or not given to a maximum of two (2) weeks pay. Any outstanding balance becomes a debt due to the School.

46.2.2 Deductions pursuant to clause 46.2.1 are from the Teachers gross salary before tax (i.e. one week's notice not worked, or not given will be fully satisfied by the deduction of an amount equal to one week's salary being withheld by the Employer before tax is applied).

46.3 Summary Dismissal

The Employer may dismiss summarily any Teacher on the grounds of serious misconduct. A Teacher dismissed summarily will only be paid up to the time of dismissal.

46.4 Suspension

46.4.1 Notwithstanding any of the provisions in this Agreement, the Employer may suspend a Teacher with or without pay while considering any matter which in the view of the Employer could lead to the Teacher's dismissal. Suspension without pay shall not be implemented by the Employer without prior notice with the Teacher.

46.4.2 If the Employer suspends a Teacher without pay under clause 46.4.1 and subsequently decides that there are no grounds for summary dismissal, the Employer will pay the Teacher their salary for the period of their suspension.

46.5 Statement of Service

Upon the termination of the employment of a Teacher (other than a Casual Teacher), the Employer shall provide a statement of service setting out the length of service, the number of classes and range of subjects taught, the promotions positions held, if any, and any special and/or additional duties performed by the Teacher.

46.6 Casual Teacher Statement of Service

Upon request, a Casual Teacher shall be supplied with a statement setting out the number of days of duty undertaken by the Casual Teacher during the period of the engagement, provided such request is made during or on termination of the casual engagement.

PART 4 – CONDITIONS OF EMPLOYMENT FOR GENERAL EMPLOYEES

47 Terms of Engagement

47.1 Letter of Appointment

47.1.1 On appointment, the Employer shall provide Full-Time, Fixed Term and Part-Time General Employees with a letter of appointment setting out the following:

- (a) the commencement date of employment;
- (b) the classification and rate of pay of the General Employee;
- (c) the number of ordinary hours to be worked each week;
- (d) the number of weeks to be worked throughout the year;
- (e) a statement in relation to superannuation entitlements; and
- (f) if there will be a period of stand down during non-term time, or whether the pay will be averaged and paid over the year in accordance with clause 50.

47.1.2 If there is a requirement to work during non-term time, the number of such days to be worked shall be clearly specified in the letter of appointment.

47.1.3 If there is a requirement for Boarding Employees to vacate premises during non-term time, this must be clearly indicated at the time of engagement and should be included in the letter of appointment.

47.2 The Employer will notify a General Employee who is paid an averaged rate of pay in writing of the School Service Date that will apply to their employment.

47.3 Full-Time General Employees

A Full-Time General Employee is any General Employee, other than a Casual or Part-Time General Employee, who is employed to work 38 ordinary hours per week or as otherwise prescribed in clause 48 Ordinary Hours of Work or clause 52 Shift Work.

47.4 Part-Time General Employees

47.4.1 A Part-Time General Employee is a General Employee who works a constant number of hour each week which is less than 38 hours per week or as otherwise prescribed in clause 48 Ordinary Hours of Work or clause 52 Shift Work.

47.4.2 Subject to clauses 47.4.3 and 47.4.5, Part-Time General Employees shall be paid for each hour worked during ordinary time one thirty-eighth of the minimum weekly rate (as calculated in accordance with clause 57.1 or clauses 50.4 to 50.6 in the case of a General Employee

receiving an averaged rate of pay) for the level at which they are employed.

- 47.4.3 Boarding Employees who work in a Part Time capacity shall be paid at the same weekly rate as a Full-Time General Employee with the corresponding classification but in that proportion which the number of hours for which the Part-Time General Employee is rostered to work bears to the number of hours for which a Full-Time General Employee at that boarding house is rostered to work.
- 47.4.4 The hourly rates for Part-Time General Employees shall be calculated to the nearest whole cent, any amount less than a half cent in the result will be disregarded.
- 47.4.5 Minimum Engagement for Part-Time General Employee Part-Time General Employees must be paid for a minimum of three hours each start except in the following circumstances:
- (a) School Assistants may be paid for a minimum of one hour if employed for a specific program (such as ESL or Special Learning Needs);
 - (b) Bus Drivers may be engaged for a minimum of two hours for each start if working a broken shift in accordance with clause 52.3;
 - (c) Cleaners who are employed by a School that only employ one or two Cleaners may be paid for a minimum of two hours for each start;
 - (d) Child Care Workers working in an OOSH Centre shall be paid:
 - (i) a minimum of two hours for each start; or
 - (ii) if working a broken shift in accordance with clause 52.3, a minimum payment of five hours for that day.
- 47.4.6 Additional Hours for Part-Time General Employees:
- (a) The Employer may request, but not require, a Part--Time General Employee to work additional hours in accordance with the provisions of this clause 47.4.6.
 - (b) Where a Part-Time General Employee works additional hours other than in accordance with clause 50.12 the General Employee shall be paid for all such additional hours:
 - (i) at the casual rate of pay for the relevant classification, provided that the additional hours fall within applicable daily spread of hours in clause 48 Ordinary Hours of Work or clause 52 Shift Work and do not result in the General Employee working more than eight ordinary hours on that day; and
 - (ii) In all other cases the General Employee will be entitled to payment at the appropriate overtime rate of pay.

- (c) Where a Part-Time General Employee works additional hours during non-term time in accordance with clause 50.12, the terms of that clause will apply.
- (d) Where additional hours are worked continuously on a day the General Employee is already attending for work, the minimum casual engagements under clause 47.5.2 shall not apply.
- (e) Additional hours worked by a Part-Time General Employee in accordance with this clause do not accrue leave entitlements under this Agreement or the NES.

47.5 Casual General Employees

47.5.1 Subject to clause 47.5.2, Casual General Employees shall be paid:

- (a) for each hour worked during ordinary time, one thirty-eighth of the minimum weekly rate (calculated in accordance with clause 57.1) for the level at which they are employed; plus
- (b) 25 per cent of that amount (inclusive of payment in lieu of annual leave, annual leave loading, paid personal leave, paid carer's leave and redundancy payments required to be paid under the Act).

Note: The casual hourly rate is calculated on the unaveraged rate of pay.

47.5.2 Minimum Engagement for Casual General Employees

- (a) Casual General Employees must be employed for a minimum of three hours each start except in the following circumstances:
 - (i) Cleaners who are employed by a School that only employ one or two Cleaners shall be paid for a minimum of two hours for each start; and
 - (ii) Child Care Workers working in an OOSH Centre shall be paid:
 1. a minimum of two hours for each start; or
 2. if working a broken shift in accordance with clause 52.3 a minimum payment of five hours for that day.
- (b) The hourly rates for Casual General Employees shall be calculated to the nearest whole cent, any amount less than a half cent in the result will be disregarded.

47.5.3 Right to Request Casual Conversion

Offers and requests for conversion from casual employment to full-time or part-time employment are provided for in the NES.

48 Ordinary Hours of Work

48.1 General

48.1.1 Full-Time General Employees General Employee's ordinary hours of work will be 38 hours per week. The ordinary hours of work for Part-Time or Casual General Employees will be in accordance with clause 47 Terms of Engagement.

48.1.2 Ordinary hours each day are continuous except for unpaid meal breaks and where worked as a part of a broken shift arrangement.

48.1.3 Except for Boarding Employees, the ordinary hours of work in clause 48.1.1 may be averaged over a fortnight or a four week period. Where a General Employee is stood down during non-term time in accordance with clause 50 then such period cannot be included in the fortnight or four week period over which the ordinary hours are being averaged.

48.1.4 For Boarding Employees, the hours may be averaged in accordance with clause 48.7.

48.2 School Assistants, Clerical and Administrative Employees, Canteen and Uniform Shop Employees and Wellbeing Services Employees

The ordinary hours of work for School Assistants, Clerical and Administrative Employees, Canteen and Uniform Shop Employees and Wellbeing Services Employees is exclusive of meal breaks. The ordinary hours shall be worked on any day from Monday to Friday between 7.00 am and 6.00 pm.

48.3 Maintenance, Grounds and Green Keeping Employees, Bus Drivers and Cleaners

48.3.1 The ordinary hours of work for Maintenance, Grounds and Green Keeping Employees and Bus Drivers and Cleaners is exclusive of meal breaks. The ordinary hours shall be worked on any day from Monday to Friday between 6.00 am and 6.00 pm.

48.3.2 A Grounds and Green Keeping General Employee classified may be required to perform ordinary hours until up to 12 noon on Saturday only to perform essential watering duties or marking playing field areas which cannot be performed Monday to Friday. The provisions of clause 53 shall apply in relation to ordinary hours worked by a Grounds and Green Keeping General Employee on a Saturday.

48.4 General Operational Employees - Cooking, Catering, Housekeeping, Laundry and Caretaking Employees

48.4.1 The ordinary hours of work for General Operational Employees (except Cleaners) is exclusive of meal breaks. The ordinary hours shall be worked on any day from Monday to Sunday between 6.00 am and 6.00 pm.

48.4.2 The provisions of clause 53 shall apply in relation to ordinary hours worked by General Operational Employees (except Cleaners) on Saturday and Sunday.

48.5 Long Day Care, Preschool and OOSH Centre Employees

The ordinary hours of work for Long Day Care, Preschool and OOSH Centre Employees is inclusive of crib breaks set out in clause 51 but otherwise is exclusive of meal breaks. The ordinary hours shall be worked on any day from Monday to Friday between 6.30 am and 6.30 pm.

48.6 Nurses

The ordinary hours of work for Nurses shall be inclusive of mealtimes and the spread of hours shall not exceed twelve in any one day. The ordinary hours shall be worked on any day from Monday to Friday between 6.30 am and 6.30 pm.

48.7 Boarding Employees

48.7.1 Subject to this clause, the ordinary hours of work for a full-time Boarding General Employee will be 38 hours per week.

48.7.2 The ordinary hours of work in clause 48.7.1 may be averaged across a period of up to 12 months but shall not exceed 172 hours in any period of four school term weeks. The averaging of hours shall be pro-rata for part-time employees.

48.7.3 Where a Boarding General Employee's hours of work are averaged over a period of 12 months, they will be paid the applicable annual rate in clause 57 (pro-rated for Part time employees) for all weeks of the year, excluding periods of unpaid leave provided for in this Agreement or the NES and clause 52 Shift Work, clause 53 Saturday and Sunday Penalty Rates and clause 54 Overtime will not apply.

48.7.4 Where a Part-Time Employee works:

- (a) in the case of an Employee whose hours have been averaged pursuant to clause 48.7.2, additional hours in excess of their rostered hours, the additional hours must be paid at casual rates;
- (b) in all other cases, in excess of their ordinary hours of work, the additional hours shall be paid pursuant to Clause 54.

48.7.5 In respect of a Boarding Staff Employee whose hours are averaged pursuant to clause 48.7.2:

- (a) where the Employee's employment ceases in the middle of an averaging period;
- (b) where the Employee's employment commences after the start of the averaging period; or
- (c) in the case of a Part-Time Employee, where the Employee's ordinary hours have been increased or decreased during the averaging period (not including on a casual basis pursuant to clause 48.7.2);

then the Employer shall:

- (d) at the cessation of employment;

- (e) at the next first day of the School year; or
- (f) when the ordinary hours of work changed; (whichever of the above situations apply)

compare the total amount paid to by the Employee since the start of the averaging period (or commencement of employment whichever is later) with the amount the Employee would have earned if their hours had not been averaged in accordance with Clause 48.2.

Where the amount paid to the Employee is the lesser amount of the two compared, the Employee shall be paid the difference between the amount paid and such higher amount.

- 48.7.6 For the purposes of this comparison, the hourly rate for an Employee whose hours of work have not been averaged is calculated by dividing the applicable weekly full-time salary by 38.
- 48.7.7 The ordinary hours may be rostered on any day from Monday to Sunday between 6.00 am and 6.00 pm.
- 48.7.8 The provisions of clause 53 shall apply in relation to ordinary hours worked by Boarding Employees on a Sunday, where an employee's hours are not averaged in accordance with clause 50.
- 48.7.9 All General Employees shall be entitled to 48 hours off duty each week or 96 hours off each fortnight, at a time mutually convenient to the Employer and the General Employee. Such time off shall be consecutive, as far as practicable, unless the General Employee and the Employer agree otherwise.
- 48.7.10 A General Employee rostered on duty during mealtimes shall be entitled to a meal and shall be allowed sufficient time to have such meal.

48.8 Variation of Daily Span of Hours

Where a daily span of hours is specified in clause 48 Ordinary Hours of Work, and there is mutual agreement between the Employer and a majority of General Employees in the particular group at a School, the starting and finishing times may be varied by up to one hour so long as the total hours remain unchanged.

48.9 Roster

- 48.9.1 The Employer shall fix the General Employee's ordinary hours of work and the ordinary time of meal breaks which shall be displayed in a conspicuous place accessible to the General Employees and such hours shall not be changed for work done outside the fixed hours unless seven days' notice of any change of hours is given by the Employer to the General Employee. This period of seven days' notice shall not be required if any change of hours is by mutual agreement between the Employer and the General Employee.
- 48.9.2 Where General Employees are rostered to work their ordinary hours of work as a part of a shift arrangement outside the span of hours provided for in this clause 48 Ordinary Hours of Work the provisions of clause 52 Shift Work shall apply.

49 Annual Leave

49.1 Annual Leave Payment

49.1.1 All General Employees, other than Casual General Employees, shall receive four weeks' paid annual leave in accordance with the Act, such leave normally to be taken during the school summer vacation which falls immediately after the conclusion of Term 4 each year.

49.1.2 Notwithstanding the provisions prescribed above in clause 49.1.1, General Operational Employees, whose ordinary working hours include work on Saturday and/or Sunday where they may be regularly rostered for work, shall accrue one additional week of annual leave for every year of continuous service or 3.25 hours for every completed month of employment if only a portion of it has been served.

49.2 Averaged Wage General Employees

For General Employees whose wages are averaged in accordance with clause 50, the payment for annual leave forms part of the averaged rate of pay that is paid in equal instalments throughout the year during term time and non-term time.

49.3 Payment on Termination of Employment

49.3.1 Averaged Wage General Employees

Where a General Employee receives an average rate of pay, in accordance with clause 50, and the General Employee's employment ceases, the Employer shall compare the total amount received by the General Employee during that current school year since the School Service Date (or the date of commencement of employment of the General Employee if after the School Service Date that year) with the amount the General Employee would have earned if their salary had not been averaged in accordance with clauses 50 including accrued annual leave. Where the amount paid to the General Employee is the lesser amount of the two compared, the General Employee shall, upon termination, be paid the difference between the averaged amount paid and such higher amount.

49.3.2 Unaveraged Wage General Employees

Where a General Employee's wages are not averaged, and the General Employee's employment ceases, the General Employee shall be paid all accrued but untaken annual leave.

49.4 Annual Leave Management

49.4.1 Annual leave accrual of more than six weeks (or part time equivalent for part time General Employee) will be regarded as 'excess leave' for the purposes of this clause.

49.4.2 Where a General Employee has accrued excess leave and has not applied for leave which will eliminate the excess, the Employer will notify the General Employee that leave must be taken at a mutually agreed time within the next four months. The amount of leave to be taken must be sufficient to reduce the General Employee's excess leave, including

leave accrued during the 4-month notice period, to below four weeks (pro-rata for part time Employees) of annual leave accrual.

49.4.3 Where a General Employee has not sufficiently reduced their excess leave balance in accordance with this clause the Employer will require the General Employee to take the specified period of leave within the next 3 months.

49.4.4 A General Employee will not be required to take the specified period of leave where an agreed leave management plan has been approved by the Employer.

49.4.5 A General Employee may elect to cash out the excess annual leave to reduce the leave accrual.

49.5 Cashing out of Annual Leave

49.5.1 A General Employee may cash out an amount of accrued but untaken annual leave on the following basis:

- (a) the General Employee may elect to cash out an amount of annual leave such that the General Employee's remaining accrued annual leave entitlement after cashing out is not less than 4 weeks;
- (b) the General Employee must make a written election, to the Employer, stating that the General Employee wishes to cash out a portion of their accrued annual leave;
- (c) the Employer, in its discretion, provides written authorisation to the General Employee to cash out the accrued annual leave; and
- (d) the General Employee shall be paid at least the full amount that would have been payable to the General Employee had the General Employee taken the leave that they cash out in accordance with this clause 49.4.1.

49.5.2 If a General Employee cashes out an amount of accrued annual leave in accordance with this clause:

- (a) the Employer will, within a reasonable time, give the General Employee the amount of pay they would have received if they had taken the annual leave that the General Employee cashed out; and
- (b) the General Employee will no longer be entitled to the annual leave they have cashed out.

50 Stand Down During Non-Term Weeks and Averaging

50.1 The Employer may elect to stand down the following General Employees on leave without pay during non-term time when no work is available:

50.1.1 School Assistants;

- 50.1.2 Clerical and Administrative Employees;
- 50.1.3 Maintenance Employees, Grounds and Green Keeping, Canteen and Uniform Shop Employees and Bus Drivers;
- 50.1.4 General Operational Employees other than Cleaners;
- 50.1.5 Nurses; and
- 50.1.6 Wellbeing Employees.

Provided that a General Employee not stood down during non-term time prior to the making of this Agreement shall not be stood down after the making of this Agreement unless he or she agrees in writing.

50.2 Notwithstanding the provisions prescribed above in clause 50.1, the following General Employees may not be stood down on leave without pay during the non-term time:

- 50.2.1 Cleaners;
- 50.2.2 Long Day Care, Preschool and OOSH Centre Employees; and
- 50.2.3 Boarding Employees.

50.3 Where a General Employee is stood down in accordance with clause 50.1 the Employer may elect to pay the General Employee the appropriate weekly rate of pay determined in accordance with clause 57 during only the periods worked, or to average the General Employee's payment of wages over the year.

50.4 When the Employer elects to average the General Employee's payment of wages in accordance with clauses 50.1 and 50.3, the rates will be paid in equal instalments throughout the year including while the General Employee is on annual leave. A year is defined as commencing on the date that the General Employee started being paid an averaged salary.

50.5 The following formula shall be used to determine the appropriate averaged weekly rate:

$$\frac{N + 10}{240} \quad \times \quad \frac{\text{Annual rate of salary}}{52.16}$$

Where:

N = The number of days the General Employee will be required to work each year excluding public holidays.

For the purpose of this formula only, and to avoid a mathematical inconsistency, a part time General Employee shall be deemed to work the same number of days during school terms as a full-time General Employee at the School.

[For example: To calculate the averaged salary for an General Employee who works three days per week for 38 weeks per year, the correct value for N is 190 (i.e. 38 x 5) less any public holidays which fall within the weeks the General Employee is deemed to work. If it is assumed that one such public holiday falls

within the period worked by the General Employee, the value of N becomes 189 (i.e. 190-1). The calculation would then proceed as follows:

$$\begin{aligned} & \frac{189 + 10}{240} \times \frac{\$58,418}{52.16} (\$58,418 + \text{Annual Salary}) \\ & = 0.8291 \times \$1,119.97 \\ & = \$928.56 \text{ per week (averaged weekly full-time salary)} \end{aligned}$$

To convert to a part-time weekly rate - divide the averaged weekly rate (above) by 38 to obtain an averaged hourly rate. Multiply the averaged hourly rate by the number of hours to be worked by the part-time General Employee.

$$\frac{\$928.56}{38} = \$24.43 \text{ per hour}$$

$$\$24.43 \times 24 \text{ (i.e. 3 days} \times 8 \text{ hours)} = \$586.46 \text{ per week}$$

Therefore, the part-time averaged annual salary in this example is \$586.46 per week.

- 50.6 Part-time averaged rates shall be calculated by determining the full-time averaged salary then dividing by 38.
- 50.7 The rate of pay of a General Employee determined in clauses 50.4 to 50.6 shall be the appropriate rate for all purposes. However, such rate shall not be used in the calculation of casual rates in clause 47, shift penalties in clause 52 Shift Work and clause 53 Saturday and Sunday Penalty Rates, overtime rates of pay in clause 54 Overtime or public holiday rates of pay in clause 23 which may be payable to the General Employee.
- 50.8 A General Employee's contract of employment shall be deemed not to have been broken for the purposes of this Agreement and/or any other relevant statute during periods of stand down on leave without pay. Leave will continue to accrue during such periods.
- 50.9 Public Holidays During Stand Down
- 50.9.1 Any public holidays falling within a period of stand down without pay shall be paid at the ordinary rate of pay if they fall on a day which the General Employee normally works.
- 50.9.2 Unaveraged Wage General Employees - If a General Employee receives an unaveraged rate of pay, the General Employee must receive payment for such public holidays if it falls on a day which they usually work.
- 50.9.3 Averaged Wage General Employees - Payment for such public holidays is part of the averaged rate of pay so no additional payment is required when an averaged rate of pay is being paid to a General Employee.
- 50.10 In accordance with the General Employee's letter of appointment, and any agreed variations to such letter, a General Employee may be required to work during the non-term time during which the General Employee is ordinarily stood down.

- 50.11 If the General Employee's letter of appointment, and any agreed variations to the letter, do not specifically designate the period to be worked during non-term time, the General Employee shall be given eight weeks' notice of a request to work during a non-term time prior to the commencement of the non-term time. The General Employee may be requested to work during the ordinary hours and days which the General Employee normally works, provided that the General Employee may agree to work on different days or for different hours or with a lesser period of notice.
- 50.12 A General Employee who works as outlined in clause 50.11 (where the period required to be worked is not specifically designated in the General Employee's letter of appointment or any agreed variations to this letter) shall be paid at the casual rate of pay for the relevant classification in addition to any other remuneration received if the General Employee is paid an averaged rate of pay pursuant to clauses 50.4 to 50.6.

51 Breaks

- 51.1 An unpaid meal break of not more than one hour nor less than half an hour shall be allowed to General Employees each day for lunch and/or an evening meal where work continues after 6.00 pm. This meal break shall be at a time mutually agreed upon between the Employer and the General Employee.
- 51.2 All General Employees shall be allowed a rest break of ten minutes daily and this break shall be counted as time worked.
- 51.3 Notwithstanding the provisions of clause 51.1, Long Day Care, Preschool and OOSH Centre Employees are required to remain on the premises during lunch, they shall, in lieu of a meal break, receive a crib break of not more than 30 minutes nor less than 20 minutes, and such time shall be counted as time worked

52 Shift Work

- 52.1 General Employees may be rostered to work their ordinary hours of work as part of a shift work arrangement, where such rostered hours may be outside of the span of hours provided for in clause 48 Ordinary Hours of Work. A General Employee may only be required to work their ordinary hours on such days of the week set out in clause 48 Ordinary Hours of Work.

52.2 Shift Allowances

52.2.1 Straight Shifts

General Employees can be rostered to work ordinary hours of work in a straight shift in accordance with the following provisions:

- (a) the ordinary hours for shift work will be worked continuously each shift (except for broken shifts and meal breaks) and shall not exceed 10 hours, inclusive of a meal break, in any shift; and
- (b) the ordinary hours for shift work shall be rostered in accordance with clause 52.4.

- 52.2.2 The following shift penalties shall be paid to General Employees in respect of work performed during ordinary hours for shifts as defined below:

Full-Time & Part-Time General Employees		
	Definition of Shift	Percentage
Afternoon shift	Finishing after the ordinary hours defined in clause 20 Ordinary Hours of Work and at or before midnight.	15%
Night shift	Finishing subsequent to midnight and at or before 8.00 am or any shift commencing at or after midnight and before 5.00 am.	
	Rotating night shift with day or afternoon shift.	17.5%
	Non-rotating night shift: A shift system in which night shifts are worked which do not rotate or alternate with another shift so as to give the General Employee at least one third of the General Employee's working time off night shift in each roster cycle.	30%
Casual General Employees (percentage includes casual loading in clause 47.5)		
	Definition of Shift	Percentage
Afternoon shift	Finishing after the ordinary hours defined in clause 20 Ordinary Hours of Work and at or before midnight.	40%
Night shift	Finishing subsequent to midnight and at or before 8.00 am or any shift commencing at or after midnight and before 5.00 am.	
	Rotating night shift with day or afternoon shift.	42.5%
	Non-rotating night shift: A shift system in which night shifts are worked which do not rotate or alternate with another shift so as to give the General Employee at least one third of the General Employee's working time off night shift in each roster cycle.	55%

52.2.3 Where a General Employee is paid a shift penalty the General Employee is not entitled to be paid overtime in addition to the shift penalties.

52.2.4 The shift penalties are calculated on the unaveraged rate of pay.

52.3 Broken Shifts

52.3.1 A General 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.

52.3.2 A General Employee, other than a Casual, required to work a broken shift will be paid at the ordinary time rate plus a penalty of 15% of the ordinary time rate for each hour worked during the broken shift.

52.3.3 The maximum spread between the start of the first period of duty and the cessation of the second period of duty for a broken shift is 12 hours. Any hours in excess of this 12 hours will be paid for as overtime.

52.3.4 The provisions of clause 52.3.3 do not apply to Boarding Employees who are provided with reasonable accommodation including living quarters, fuel and power, and available to the General Employee for their exclusive use for 52 weeks of the year, at no cost to the General Employee.

52.4 Rostering of Shift Work

52.4.1 For General Employees working a straight shift or a broken shift under clause 52.2 or clause 52.3, a roster showing normal starting and finishing times and the name of each General Employee will be prepared by the Employer and will be displayed in a place conveniently accessible to the General Employees at least seven days before the commencement of the roster period.

52.4.2 If a General Employee is rostered to work ordinary hours on a Saturday or Sunday, they will be paid the appropriate penalty in accordance with clause 53 Saturday and Sunday Penalty Rates.

52.4.3 A roster may be altered by mutual consent at any time or by amendment of the roster by the Employer on seven days' notice.

52.4.4 Notwithstanding clause a roster may be altered at any time to enable the functions of the Employer to be carried out where another General Employee is absent from work due to illness or in an emergency. In such circumstances, unless agreed between the Employer and the General Employee, a General Employee must be given 48 hours' notice of a change to a rostered shift. If 48 hours' notice is not provided, the General Employee will be entitled to a penalty of 50% of the ordinary time rate instead of any other penalty that may apply.

52.4.5 Where such alteration requires a General Employee to work on a day which would otherwise have been the General Employee's day off, the day off instead will be arranged by mutual consent.

53 Saturday and Sunday Penalty Rates

53.1 This clause 53 applies to:

53.1.1 Cooking, Catering, Caretaking, Housekeeping and Laundry Services General Employees (with the exception of Cleaners);

53.1.2 Boarding Employees; and

53.1.3 Grounds and Green Keeping Employees.

53.2 A General Employee required to work ordinary hours on a Saturday or Sunday shall be paid the ordinary time rate of pay plus a penalty calculated in accordance with the relevant provisions of the clause. Where hours are rostered in accordance with clause 48 Ordinary Hours of Work or clause 52 Shift Work such hours cannot properly be regarded as overtime as they are ordinary hours. All

penalty rates set out in this clause are to be calculated by reference to the unaveraged rate of pay applicable to the General Employee's classification.

- 53.3 Cooking, Catering, Caretaking, Housekeeping and Laundry Services General Employees (with the exception of Cleaners) shall be paid a penalty of 25% for ordinary hours worked on a Saturday and a penalty of 75% for ordinary hours worked on a Sunday. In the case of Cleaners, weekend work is regarded as overtime.
- 53.4 Grounds and Green Keeping General Employees shall be paid a penalty of 50% for ordinary hours worked up to 12 noon on Saturday.
- 53.5 Boarding employees engaged as:
- (a) Casual General Employees shall be paid a penalty of 30% in addition to the casual loading for ordinary hours worked on a Sunday.
 - (b) Part-Time or Full Time General Employees shall be paid a penalty of 35% for ordinary hours worked on a Sunday if their hours of work are not averaged in accordance with clause 48.
- 53.6 The penalty rates within this clause 53 Saturday and Sunday Penalty Rates and in clause 54 Overtime are not cumulative. Where a General Employee is entitled to more than one penalty or overtime rate, the General Employee will be entitled to the highest single penalty rate.

54 Overtime

- 54.1 Subject to the provisions of clause 54 the Employer may require an General Employee to work reasonable overtime at overtime rates, or as otherwise provided in clause 54. All time required by the Employer to be worked outside the ordinary hours of work prescribed by clause 48 Ordinary Hours of Work or clause 52 Shift Work, shall be classified as overtime and shall be paid for at the unaveraged rate of time and one half for the first two hours and double time thereafter. In computing overtime, each day shall stand alone.
- 54.2 For the avoidance of doubt, Casual Employees are entitled to overtime payments in accordance with this clause, on the basis that the overtime rate of pay will be calculated on the rate set out in clause 47.5.1(b), with the casual loading in clause 47.5.1(b) added to that rate. For example, time and one half for a casual will be 175%(150% plus the 25% casual loading) of the minimum hourly rate.
- 54.3 Overtime on Weekends
- 54.3.1 All overtime worked by School Assistants, Clerical and Administrative Employees, Maintenance, Grounds and Green Keeping, Canteen and Uniform Shop Employees and Bus Drivers, General Operational Employees and Long Day Care, Preschool and OOSH Centre Employees, between midnight Friday and midnight Sunday shall be paid at the unaveraged rate of double time.
 - 54.3.2 All overtime worked by Boarding House Employees and Wellbeing Services Employees on a Saturday shall be paid for at the unaveraged rate of time and one half for the first two hours and double time

thereafter. All overtime worked on a Sunday shall be paid at the unaveraged rate of double time.

54.3.3 All overtime worked by a Nurse on a Saturday and Sunday will be paid for at the unaveraged rate of time and one half for all time worked.

54.4 Time Off in Lieu of Overtime

Where a General Employee has performed duty on overtime, the General Employee may be released from duty for a period not exceeding the period of overtime actually worked (that is an hour for each hour of overtime worked) subject to the conditions herein:

54.4.1 a General Employee may only be released from duty in lieu of payment for overtime at the request of the General Employee and with the agreement of the Employer. Such agreement shall be in writing and be kept with the time and wages records.

54.4.2 a General Employee may not accumulate more than 20 hours to be taken as leave in lieu of overtime payment and must be taken within four weeks of the accrual. Where such leave is not taken in this period it shall be paid for at the appropriate overtime rate.

54.4.3 this provision shall only apply in respect of overtime worked between Monday to Friday inclusive. Normal penalties for overtime worked on Saturday and Sunday shall apply for those days.

54.5 A General Employee may refuse to work overtime in circumstances where the working of such overtime would result in the General Employee working hours which are unreasonable.

What is unreasonable or otherwise will be determined having regard to:

54.5.1 any risk to General Employee health or safety;

54.5.2 the General Employee's personal circumstances including any family and carer responsibilities;

54.5.3 the needs of the Employer;

54.5.4 the notice (if any) given by the Employer of the overtime and by the General Employee of his or her intention to refuse it; and

54.5.5 any other relevant matter.

Note: The on call and recall provisions are contained in clause 58.8.

55 Classifications

The classifications of General Employee positions are detailed in SCHEDULE 4 – General Employees Classifications

55.1 Reclassification

55.1.1 A General Employee may apply to seek reclassification if regularly called upon to perform a substantial proportion of duties appropriate to

the higher level. The Employer will examine the skills utilised and the duties performed by the General Employee.

55.1.2 Where an application is made for reclassification to a higher level, the Employer shall determine the application within one month of receipt of the application.

55.1.3 Reclassification to a higher level shall take place from the first full pay period on or after the application has been approved by the Employer.

55.1.4 Where appropriate, the General Employee shall be placed on the first step of the new level following reclassification.

55.2 Progression

55.2.1 All General Employees shall progress as outlined specific to the relevant classification of the position in this clause subject to clause 55.2.3.

55.2.2 Where an Employer considers that the service of an General Employee is not satisfactory and competent, and for that reason considers progression to the next step is not warranted, a formal review of these matters shall be undertaken by the Employer in accordance with clause 25 Dispute Resolution, before the date on which progression would otherwise occur.

55.2.3 Progression - Clerical and Administrative Employees

A General Employee classified as a Clerical and Administrative Employee shall be appointed to Step 1 of the appropriate level and shall progress to each further step within the level, on completion of a year's full-time service or equivalent. Provided that in the case of a General Employee employed as a Level 4 Administrator, the General Employee shall progress on the completion of two years of full-time service or equivalent.

55.2.4 Progression- Maintenance, Grounds and Green Keeping, Canteen and Uniform Shop Employees, and Bus Drivers.

A General Employee classified as Level1 General Hand General Employee Maintenance, Grounds and Green Keeping, Canteen and Uniform Shop Employees, and Bus Drivers shall progress to the next step within the Level on completion of one year of full-time service or the part-time or casual equivalent providing their performance is considered to be satisfactory.

55.2.5 Progression and/or Appointment- Long Day Care, Preschool and OOSH Centre Employees

A General Employee classified as a Long Day Care, Preschool and OOSH Centre Employee shall progress as provided below:

(a) A Child Care Worker shall progress according to the following:

Step Progression – General Employee without a Certificate III in Early Childhood Education and Care or equivalent

- 1 On engagement (no prior service in this classification or a higher classification).
- 2 After one year's employment in this classification or a higher classification
- 3 After two year's employment in this classification or a higher classification
- 4 After three year's employment in this classification or a higher classification

Provided also that a General Employee who holds on engagement or who attains after engagement, an AQF Certificate III in Children's Services, shall be classified at a level not less than the following:

Step Progression – General Employee with a Certificate III in Early Childhood Education and Care or equivalent

- 2 With less than one year's employment in an early childhood or childcare service
 - 5 With one year or more of employment in an early childhood or childcare service
- (b) An **Advanced Child Care Worker** shall progress according to the following:

Step Progression – General Employee without a Diploma in Early Childhood Education and Care or equivalent

- 1 On engagement (no prior service in this classification or a higher classification).
- 2 After one year's employment in this classification or a higher classification
- 3 After two year's employment in this classification or a higher classification

- (c) An Advanced Child Care Worker (Diploma Qualified) shall progress according to the following:

Step Progression – General Employee with a Diploma of Early Childhood Education and Care or equivalent

- 1 On engagement (no prior service in this classification or a higher classification).
- 2 After one year's employment in this classification or a higher classification

- 3 After two year's employment in this classification or a higher classification
 - 4 Required to supervise other Associate Diploma or Diploma qualified General Employees within the group they have responsibility for.
- (d) An Assistant Co-ordinator shall be appointed and/or progress according to the following:

Step		Appointment and/or Progression
1	OOSH	Engaged in an OOSH Centre (no progression)
1	LDC/Preschool	On engagement with a Long Day Care or Preschool service with up to and including 29 licensed places.
2	LDC/Preschool	On completion of one year of full-time equivalent service with a Long Day Care or Preschool service with up to and including 29 places or on engagement with a Long Day Care or Preschool service with 30 or more licensed places.

- (e) A Co-ordinator (Diploma Qualified) shall be appointed as follows:

Step		Appointment and/or Progression
1	OOSH	In an OOSH Centre (no progression)
2	LDC/Preschool	In a Long Day Care or Preschool service with up to and including 29 licensed places.
3	LDC/Preschool	In Long Day Care or Preschool service with 30 licensed places and up to and including 69 licensed places.
4	LDC/Preschool	In a Long Day Care or Preschool service with 70 licensed places or more.

55.2.6 Progression- Wellbeing Employees

A General Employee classified as Wellbeing Employees shall progress to the next step within the Level on completion of one year of full-time service or the part-time or casual equivalent providing their performance is considered to be satisfactory.

55.2.7 Progression- Nurses

Nurses shall be initially appointed to the appropriate level set out in Schedule 3, and shall thereafter progress to higher levels, having regard to the General Employee's total full-time equivalent years of service as a Registered Nurse, whether or not such service was performed in schools.

56 Exemptions

- 56.1 An General Employee who is in receipt of a qualifying salary, as defined by clause 56, shall not be entitled to the benefits of clause 48 Ordinary Hours of Work, and clause 54 Overtime, where there is agreement between the Employer and the General Employee that the qualifying salary is inclusive of compensation for any overtime payment to which an General Employee would otherwise be entitled.
- 56.2 In the case of Clerical and Administrative Employee and School Assistants the qualifying salary is a salary which is 18 per cent in excess of the salary applying from time to time for a Level 4, Step 2 -Administrator as set out in SCHEDULE 3 – General Employees Salary Scales and Allowances.
- 56.3 In the case of Maintenance and Outdoor Employees the qualifying salary is a salary which is 10 per cent in excess of the salary applying from time to time for Level 3 Supervisor as set out in SCHEDULE 3 – General Employees Salary Scales and Allowances.
- 56.4 In the case of Nurses, the qualifying salary is a salary which is 10 per cent in excess of the salary applying from time to time for a Senior Nurse as set out in SCHEDULE 3 – General Employees Salary Scales and Allowances.
- 56.5 Any dispute in this matter will be dealt with in accordance with clause 24 Dispute Resolution.

57 Rates of Pay

- 57.1 The minimum weekly rate of pay for a General Employee shall, subject to the other provisions of this Agreement, be calculated by dividing the salaries set out in SCHEDULE 3 – General Employees Salary Scales and Allowances by 52.16.
- 57.2 All salary rates listed in this Agreement include leave loading which is amortised across the year.
- 57.3 Junior General Employees

Junior General Employees appointed to the following classifications may be paid the percentages of the adult rate for their classification as set out in SCHEDULE 3 – General Employees Salary Scales and Allowances:

 - 57.3.1 School Assistant- Level 1 and Level 2;
 - 57.3.2 School Assistant- Level 3 provided the General Employee is 18 years old or over;
 - 57.3.3 Clerical and Administrative Employees - Level1 Clerical Assistant;
 - 57.3.4 Maintenance, Grounds, Green Keeping, Canteen and Uniform Shop Employees Level 1 General Hand;

57.3.5 Long Day Care, Preschool and OOSH Workers- Child Care Worker

58 Allowances and Other Conditions

58.1 Uniform and Protective Clothing

58.1.1 In the event of a General Employee (except Maintenance, Grounds and Green Keeping, Canteen and Uniform Shop Employees and Bus Drivers, General Operational Employees and Nurses) being required by the Employer to wear a uniform or protective clothing, such uniform or protective clothing shall be provided by the Employer. Such uniform or protective clothing shall be laundered at the Employer's expense or, by mutual agreement, the General Employee shall be paid an amount per week as set out in SCHEDULE 3 – General Employees Salary Scales and Allowances.

58.1.2 In the event of a General Employee classified as a Maintenance, Grounds and Green Keeping, Canteen and Uniform Shop Employees and Bus Drivers, General Operational Employees and Nurses being required by the Employer to wear a uniform or protective clothing, such uniform or protective clothing shall be provided by the Employer. Such uniform or protective clothing shall be laundered at the Employer's expense or, by mutual agreement, the General Employee shall be paid an amount per week as set out in SCHEDULE 3 – General Employees Salary Scales and Allowances.

58.2 Toilet, etc Allowance

A General Employee, classified as a Cleaner required to work in lavatories or on outside steps, outside marble or outside brass or required to scrub marble, terrazzo, rubber floor corridors or stairs which necessitates the General Employee kneeling shall be paid an amount as set out in Schedule 3 per day extra. Lavatories of either sex can be cleaned by either male or female Cleaners as long as appropriate steps are taken to ensure that the lavatories are not in use at the time of cleaning.

58.3 Qualification Allowance

A General Employee, classified as a Cleaner acting as a leading hand cleaner who has successfully completed a Cleaning Supervisor's Course at a Technical and Further Education (TAFE), or course deemed by the Employer to be of equivalent qualification, shall be paid an additional amount as set out in SCHEDULE 3 – General Employees Salary Scales and Allowances. Such an amount shall be part of the ordinary rate of pay for all Agreement purposes.

58.4 Leading Hand Allowance - General Operational Employees

General Employees classified as General Operational Employees and placed in charge of other General Employees shall be paid an amount as set out in SCHEDULE 3 – General Employees Salary Scales and Allowances.

58.5 First Aid and Medication Allowance

A General Employee (other than Long Day Care, Preschool and OOSH Centre Employees or a Nurse) 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 set out in SCHEDULE 3 – General Employees Salary Scales and Allowances.

[Notation: A General Employee the subject of clause 58.5 shall receive written instructions relating to the administration and dosage of all medications, prior to the requirement to dispense. 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 General Employee.]

58.6 First Aid Certificate and Allowance - Long Day Care, Preschool and OOSH Centre Employees

58.6.1 If an Employer requires a Long Day Care, Preschool and OOSH Centre General Employee who is not required to have a first aid certificate under the definition of the classification, to obtain and/or maintain such a qualification, the Long Day Care, Preschool and OOSH Centre General Employee shall be allowed time off without loss of pay for the purpose of completing the course required. The cost of the course shall be met by the Employer.

58.6.2 Employers who require Long Day Care, Preschool and OOSH Centre General Employees to attend to medical procedures such as administering epi pens, suppositories and drip feeding shall ensure Long Day Care, Preschool and OOSH Centre General Employees are adequately trained in such procedures, before being required to undertake them. The cost of any such training will be met by the Employer.

58.6.3 A Long Day Care, Preschool and OOSH Centre General 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 recognised first aid qualification, will be paid an allowance as set out in Schedule 3.

58.6.4 The allowance in clause 58.6.3 does not apply to the following excluded Long Day Care, Preschool and OOSH Centre General Employees:

- (a) a Nurse; or
- (b) a Long Day Care, Preschool and OOSH Centre General Employee whose appointment to the position of first aid officer has been taken into account in classifying their position.

58.7 Authorised Supervisor Allowance

A Long Day Care, Preschool and OOSH Centre General Employee (other than a Coordinator (Diploma Qualified) or a Co-ordinator) who is required by the Employer to act as an Authorised Supervisor in accordance with the Children (Education and Care Services) National Law (NSW) and the Education and Care Services National Regulations, as amended, shall be paid an amount as set out in SCHEDULE 3 – General Employees Salary Scales and Allowances. The daily rate for such allowance shall be calculated by dividing the weekly allowance by five.

58.8 On Call and Recall Allowance

58.8.1 On Call Allowance

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

58.8.2 Recall Allowance

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

58.8.3 Exceptions

The on call and recall allowances do not apply to:

- (i) a General Employee paid a sleepover allowance in accordance with clause 58.9; or
- (ii) a General Employee provided with reasonable accommodation, including living quarters, fuel and power, and available to the General Employee for their exclusive use throughout the week and throughout the year, at no cost to the General Employee.

58.9 Sleepover Allowance- Nurses and Boarding Employees

58.9.1 Subject to 58.9.1 (b), where the Employer requires a Nurse or a Boarding General Employee to sleepover on the Employer's premises or at a school camp site for a period outside that of the General Employee's normal rostered hours of duty, the following arrangements will apply:

- (a) the General Employee will be entitled to an amount per sleepover as set out in SCHEDULE 3 – General Employees Salary Scales and Allowances. A sleepover is defined as sleeping in at night to undertake duty of care requirements and to be on call for emergencies;
- (b) where the General Employee is required by the Employer to perform work during a sleepover, the General Employee will be paid for the time worked at the rate of 150% of the ordinary hourly rate of pay with a minimum payment being for 30 minutes;
- (c) any time worked under clause 58.9.1 (b) will not be taken into account for the purpose of clause 47 Terms of Engagement, clause 48 Ordinary Hours of Work and clause 52 Shift Work;
- (d) the payments in this subclause will not extend beyond the period of the sleepover; and

- (e) the General Employee will be provided with suitable accommodation, including reasonably convenient bathroom facilities at no cost to the General Employee.

58.9.2 Clause 58.9.1 does not apply to a General Employee who is provided with reasonable accommodation including living quarters, fuel and power, and available to the General Employee for their exclusive use throughout the week and throughout the year at no cost to the General Employee.

58.10 Overtime Meal Allowance and Meals

Where a General Employee is required to work overtime after ordinary working hours in excess of one and one half hours on any day, the General Employee shall be supplied with a suitable meal or be paid the Overtime Meal Allowance as set out in SCHEDULE 3 – General Employees Salary Scales and Allowances.

58.11 Regularly Working with Chemicals

58.11.1 Where General Employees are required to use chemicals or other injurious substances, they shall be supplied with overalls or lab coats, serviceable rubber gloves, and masks free of charge. Protective clothing, uniforms and rubber gloves supplied pursuant to this Agreement shall remain the property of the Employer and shall be returned upon termination of employment.

58.11.2 General Employees using chemicals on a regular basis shall be entitled, upon request, to have as a minimum, an annual medical examination. The cost of such examination shall be met by the Employer.

58.12 Tool Allowance

Where an Employer does not supply all tools necessary for a tradesperson to perform their work, a tradesperson will be paid the Tool Allowance as set out in Schedule 3. Scales and Allowances for supplying and maintaining tools ordinarily required in the performance of their work as a tradesperson for the School.

58.13 Caretakers' Accommodation

58.13.1 A General 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 power at no cost to the General Employee.

58.13.2 The on call and recall allowances in clause 58.858.8 do not apply to a caretaker provided with accommodation.

58.14 Heating Facilities

General Employees shall be supplied with facilities for the heating of water and food.

59 Higher Duties

59.1 General Employees classified as School Assistants, Clerical and Administrative Employees, Maintenance, Grounds and Green Keeping, Canteen and Uniform

Shop Employees or Bus Drivers, Boarding Employees and Wellbeing Service Employees who are required to temporarily perform duties in a higher classification for more than five consecutive days, shall be paid at the higher classification rate for the whole period during which those duties are performed.

59.2 General Employees classified as General Operational Employees (other than Cleaners) required to temporarily perform duties in a higher grade for one day or more shall be paid at the higher classification rate for the whole period during which those duties are performed.

59.3 General Employees classified as Cleaners required to temporarily perform duties in a higher classification for two consecutive hours or more shall be paid the higher classification rate for the whole of that day or shift or in the case of a General Employee working a broken shift one (1) hour in each aspect of the broken shift

59.4 General Employees classified as Long Day Care, Preschool and OOSH Centre Employees required to temporarily perform duties in a higher classification for four consecutive hours or more shall be paid the higher classification rate for the whole of that day or in the case of a General Employee working a broken shift two (2) hour in each aspect of the broken shift.

59.5 General Employees classified as Nurses required to temporarily perform duties in a higher classification for four consecutive hours or more shall be paid the higher classification rate for the period of relief or in the case of a General Employee working a broken shift two (2) hour in each aspect of the broken shift.

60 Termination of Employment

60.1 Notice of Termination

The employment of any General Employee (other than a Casual General Employee) may be terminated by either party by giving notice to the other party as as set out in this clause or by the payment or forfeiture of the equivalent week salary in lieu of notice in accordance with the below table.

Employee's period of continuous service with the employer at the end of the day the notice is given	Period of notice
Not more than 1 year	1 week
More than 1 year but not more than 3 years	2 weeks
More than 3 years but not more than 5 years	3 weeks
More than 5 years	4 weeks

60.1.1 Should a General Employee be over 45 years of age and have completed at least 2 years continuous service then the notice period in clause 60.1 will be increased by 1 week.

60.1.2 The employment of any General Employee (other than a Casual General Employee) may be terminated at any time during the first six months of the General Employee's employment by:

- (a) the General Employee giving at least one School term weeks' notice; or

(b) the School giving at least one School term weeks' notice or payment of one weeks' salary in lieu of notice.

60.1.3 The Employer must give a Full-Time or Part-Time General Employee notice in writing of the date of termination of employment. The date of termination cannot be before the date on which the notice is given or the date on which payment in lieu of notice is made.

60.1.4 Where the Employer wishes to terminate the employment of a Fixed Term General Employee who is replacing another General Employee in circumstances where the General Employee being replaced wishes to return to work, the Employer will give the Fixed Term General Employee two (2) school term weeks notice.

60.2 Forfeiture

60.2.1 If a General Employee fails to give notice in accordance with clause 60.1, or fails to work out the notice period, the School may, to the extent authorised by law, deduct from monies due, including any annual leave or long service leave payments, an amount equal to the gross ordinary rate of pay for the notice not worked, or not given to a maximum of two (2) weeks pay. Any outstanding balance becomes a debt due to the School.

60.2.2 Deductions pursuant to clause 60.2.1 are from the General Employees gross salary before tax (i.e. one week's notice not worked, or not given will be fully satisfied by the deduction of an amount equal to one week's salary being withheld by the Employer before tax is applied).

60.3 Summary Dismissal

The Employer may dismiss summarily any General Employee on the grounds of serious misconduct. A General Employee dismissed summarily will only be paid up to the time of dismissal.

60.4 Suspension

60.4.1 Notwithstanding any of the provisions in this Agreement, the Employer may suspend a General Employee with or without pay while considering any matter which in the view of the Employer could lead to the General Employee's dismissal. Suspension without pay shall not be implemented by the Employer without prior notice with the General Employee.

60.4.2 If the Employer suspends a General Employee without pay under clause 60.4.1 and subsequently decides that there are no grounds for summary dismissal, the Employer will pay the General Employee their salary for the period of their suspension.

60.5 Statement of Service

Upon the termination of the employment of a General Employee (other than a Casual General Employee), the Employer shall provide a statement of service setting out the length of service, the promotions positions held, if any, and any special and/or additional duties performed by the General Employee.

SIGNATORIES

Signed

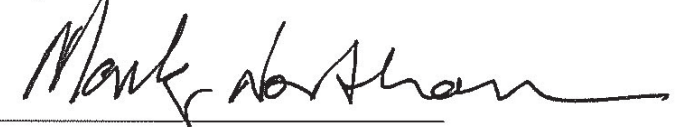


The Reverend Peter Laurence

Chief Executive Officer

The Anglican Schools Commission Inc.
5 Wollaston Road
MT CLAREMONT WA 6010

Signed

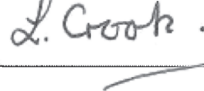


Mark Northam

Branch Secretary

Independent Education Union of
Australia NSW/ACT Branch
485/501 Wattle St
ULTIMO NSW 2007

Witnessed by



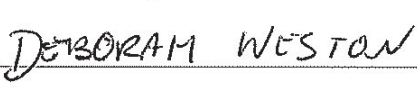
Witness name

Lynne Crook

Witness address

Executive Assistant to the CEO
The Anglican Schools Commission Inc
5 Wollaston Road MT CLAREMONT wa 6010

Witnessed by



Witness name



Witness address

485-501 WATTLE ST ULTIMO
NSW 2007

Date

23/08/2023

Date

23/8/23

SCHEDULE 1 – Teachers’ Salary Scales and Allowances

All salary rates are inclusive of leave loading unless noted otherwise.

Table 1 – Salary Scales

	Rates effective from 1 January 2023	Rates effective from commencement of the Agreement
Salary Levels	Total salary exclusive of leave loading	Total salary inclusive of leave loading
Band 1 - Graduate	\$85,533.52	\$86,681.40
Band 2 - Proficient	\$106,129.64	\$92,825.37
Band 2.1	N/A	\$100,753.50
Band 2.2	N/A	\$104,725.01
Band 2.3	N/A	\$109,382.35
Band 2.4	N/A	\$114,599.02
Band 3	\$121,183.90	\$122,810.22

Table 2 – Casual Rates

	Rates effective from commencement of the Agreement
Band 1	
Full Day	\$433.41
Half Day	\$216.70
Band 2	
Full Day	\$523.63
Half Day	\$261.81

Table 3 – Teachers’ Professional Excellence and Leadership Allowances

	Rates effective from commencement of the Agreement
Professional Excellence	\$9,452
Leadership Levels	
Level 1	\$9,452
Level 2	\$18,748
Level 3	\$28,199

Table 4A – Other Allowances

Brief Description	Rates effective from commencement of the Agreement
Own Car Allowance: Where use authorised by the School	To increase in line with Modern Award*
Teachers who are employed at the School before 1 January 2015 who are teaching classes of children with disabilities in a special school or school for children with disabilities Note: Teachers employed at the School on and from 1 January 2015 shall not be entitled to the Allowance	\$250

*This allowance shall be adjusted in line with any adjustments to the corresponding rate in the Educational Services (Teachers) Award 2020 (Modern Award).

Table 4B – Other Allowances

Pre-School Directors	Rates effective from commencement of the Agreement
0-25 children	\$7,546
26-50 children	\$9,214
51-75 children	\$11,501
76 plus children	\$14,367

SCHEDULE 2 - Teacher Standards

Careers Stage	Accrediting Authority	Salary Band
Graduate Teacher	NESA	Band 1
Proficient Teacher	NESA	Band 2
Experienced Teacher	ISTAA	Band 3
Highly Accomplished or Lead Teacher	NESA	Band 3
Professional Excellence	NESA (Highly Accomplished Teacher or Lead Teacher) + ISTAA	Band 3 + Allowance

SCHEDULE 3 – General Employees Salary Scales and Allowances

Table 1 - Annual Rates for General Employees by classification

All salary rates are inclusive of leave loading.

All 1 July 2023 salary rates are inclusive of the 4% increase in salaries applicable from 1 July 2023 to NSW Government employees as per clause 7.3.

Table 1(a) – Annual Rates of Pay for School Assistants and Clerical and Administration Staff

Level	Step	From 1 January 2023	From 1 July 2023 (+4%)
School Assistants:			
Level 1		\$68,193.69	\$70,921
Level 2		\$72,648.95	\$75,555
Level 3		\$76,807.20	\$79,879
Level 4		\$80,704.20	\$83,932
Clerical and Administrative Staff:			
Level 1 – Clerical Assistant	1.1	\$60,359.59	\$62,774
	1.2	\$61,239.80	\$63,689
Level 2 – Clerical Officer	2.1	\$68,738.95	\$71,489
	2.2	\$70,740.02	\$73,570
	2.3	\$73,765.48	\$76,716
	2.4	\$74,535.13	\$77,517
Level 3 – Senior Clerical Officer	3.1	\$78,793.10	\$81,945
	3.2	\$80,303.12	\$83,515
	3.3	\$81,812.05	\$85,085
Level 4 – Administrator	4.1	\$92,409.28	\$96,106
	4.2	\$94,363.75	\$98,138

Table 1(b) – Annual Rates of Pay for Maintenance, Grounds and Green Keeping, Canteen and Uniform Shop Staff and Bus Drivers

Level	Step	From 1 January 2023	From 1 July 2023 (+4%)
Level 1 – General Hand	1.1	\$55,315.70	\$57,528
	1.2	\$57,463.12	\$59,762
	1.3	\$59,647.39	\$62,033
Level 2(a) – Canteen and Uniform Shop Manager and Bus Driver		\$61,944.40	\$64,422
Level 2(b) – Maintenance Qualified Trade		\$64,396.42	\$66,972
Level 3 – Maintenance Supervisor		\$67,267.95	\$69,959

Table 1(c) – Annual Rates of Pay for General Operational Staff

Level	From 1 January 2023	From 1 July 2023 (+4%)
Level 1	\$48,836	\$50,789
Level 2	\$50,914	\$52,951
Level 3	\$52,472	\$54,571
Level 4	\$54,664	\$56,851
Level 5	\$57,148	\$59,434

Table 1(d) – Annual Rates of Pay for Long Day Care, Preschool and OOSH Centre Workers

Long Day Care Centre Rates

Long Day Care Centre Classification	Step	From 1 January 2023	From 1 July 2023 (+4%)
Child Care Worker	1	\$55,921	\$58,158
	2	\$56,381	\$58,636
	3	\$56,820	\$59,093
	4	\$57,279	\$59,570
	5	\$56,800	\$59,072
Advanced Child Care Worker	1	\$58,370	\$60,705
	2	\$59,027	\$63,140
	3	\$61,476	\$63,935
Advanced Child Care Worker (Diploma Qualified)	1	\$61,587	\$64,050
	2	\$67,861	\$70,575
	3	\$71,146	\$73,992
	4	\$74,686	\$77,673
Assistant Coordinator	1	\$63,711	\$66,259
	2	\$66,439	\$69,856
Assistant Coordinator (Diploma Qualified)	1	\$79,242	\$82,412
Coordinator	1	\$80,435	\$83,652
Coordinator (Diploma Qualified)	1	\$83,390	\$86,726
	2	\$85,069	\$88,472
	3	\$87,369	\$90,864
	4	\$90,254	\$93,864

Preschool and OOSH Centre Rates

Preschool/OOSH Centre Classification	Step	From 1 January 2023	From 1 July 2023 (+4%)
Child Care Worker	1	\$53,188.89	\$55,316
	2	\$53,625.74	\$55,771
	3	\$54,042.00	\$56,204
	4	\$54,477.78	\$56,657
	5	\$54,993.76	\$57,194
Advanced Child Care Worker	1	\$56,543.89	\$59,459
	2	\$59,256.07	\$63,140
	3	\$59,256.07	\$62,303
Advanced Child Care Worker (Diploma Qualified)	1	\$59,437.09	\$61,815
	2	\$65,476.09	\$68,095
	3	\$68,637.05	\$71,383
	4	\$72,048.42	\$74,930
Assistant Coordinator	1	\$61,379.64	\$64,541
	2	\$65,559.56	\$69,856
Assistant Coordinator (Diploma Qualified)	1	\$73,646.24	\$76,592
Coordinator	1	\$79,243.39	\$82,413
Coordinator (Diploma Qualified)	1	\$79,545.40	\$82,727
	2	\$81,198.50	\$84,446
	3	\$83,469.50	\$86,808
	4	\$86,315.01	\$89,768

Table 1(e) – Annual Rates of Pay for School Nurses

Level	From 1 January 2023	From 1 July 2023 (+4%)
1 st year of service	\$64,250	\$66,820
2 nd year of service	\$68,577	\$71,320
3 rd year of service	\$70,793	\$73,625
4 th year of service	\$74,281	\$77,252
5 th year of service	\$77,753	\$80,863
6 th year of service	\$81,217	\$84,466
7 th year of service	\$85,207	\$88,615
8 th year of service	\$88,515	\$92,056
Senior Nurse	\$100,536	\$104,557

Note: Nurses who are providing health counselling shall be appointed to a level that is not less than that which is applicable to a Nurse in his or her 3rd year of service and shall progress upon completion of further services.

Table 1(f) – Annual Rates of Pay for Boarding Staff

Level	From 1 January 2023	From 1 July 2023 (+4%)
1	\$63,852	\$66,406
2	\$66,003	\$68,643
3	\$72,472	\$75,371
4	\$81,005	\$84,245

Table 1(g) – Annual Rates of Pay for Wellbeing Service Staff

Level	Classification		From 1 January 2023	From 1 July 2023 (+4%)
1	Wellbeing Service Non-Graduate Staff	Year 1	\$76,807.20	\$79,879
		Year 2	\$79,051.09	\$82,213
		Year 3	\$83,162.72	\$86,489
2	Wellbeing Service Graduate Staff	Year 1	\$86,415.82	\$89,872
		Year 2	\$89,552.93	\$93,135
		Year 3	\$94,749.65	\$98,540
3	Wellbeing Service – Senior Staff		\$100,842.85	\$104,877
4	Wellbeing Service Staff – Psychologists	Year 1	\$79,108.54	\$83,319
		Year 2	\$83,389.28	\$86,725
		Year 3	\$87,661.35	\$91,168
		Year 4	\$93,004.41	\$96,725
		Year 5	\$98,353.97	\$102,288
		Year 6	\$103,698.12	\$107,846
		Year 7	\$109,042.26	\$113,404

Table 2 – Junior Rates

	Percentage of Adult Rate of Pay	
Clause No. 57.2		
	School Assistants, Clerical Staff, Maintenance, Grounds and Green Keeping, Canteen and Uniform Shop Staff	Long Day Care, Preschool and OOSH Centre Staff
Under 17 years of age	60	70
At 17 years of age	60	80
At 18 years of age	70	90
Ag 19 years of age	80	100
At 20 years of age	90	100

Table 3 – Other Rates and Allowances

Brief Description of Allowance Item		From the first full payment period on or after the approval of the Agreement
Weekly Motor Car Allowance		\$107.96 per week for a vehicle 1500 cc or less \$133.45 per week for a vehicle over 1500 cc
Per km Motor Car Allowance*		\$0.96 per kilometre
Per km Motorcycle Allowance*		\$0.32 per kilometre
Laundering of Uniforms & Protective Clothing – all staff except Maintenance, Grounds & Green Keeping, General Operational Staff and Nurses*		\$0.30 per day
Laundering of Uniforms & Protective Clothing – Maintenance, Grounds & Green Keeping, General Operational Staff & Nurses**		\$1.87 per day **
Toilet, etc allowance#		\$2.32 per day
Qualification Allowance – Cleaning Supervisor’s Course#		\$4.86 per day
Leading Hand Allowance#	In charge of 1-5 Employees	\$29.88 per week
	In charge of 6-10 Employees	\$37.15 per week
	In charge of 11-15 Employees	\$49.89 per week
	In charge of over 16 Employees	\$60.29 per week
	Extra Employee over 20	\$0.88 per week
Authorised Supervisor – Child Care#		\$45.39 per week
First Aid and Medication Allowance#		\$6.99 per day
Sleepover Allowance*		To increase in line with the Award*
Overtime Meal Allowance*		To increase in line with the Award*
Tool Allowance*		To increase in line with the Award*

#* These allowances will increase to reflect the respective allowance in the *Educational Service (Schools) General Staff Award 2020 (Award)* as at the increase date.

** The Laundering of Uniforms & Protective Clothing Allowance for Maintenance, Grounds & Green Keeping, General Operational Staff & Nurses has been adjusted in line with the movement of

All Groups CPI – Weighted average of eight capital cities between March 2010 Quarter and up to and including the June 2016 Quarter.

SCHEDULE 4 – General Employees Classifications

Classifications

A General Employee shall initially be appointed to the appropriate level as determined by the General Employee's skills and/or qualifications and the duties required to be performed in the position, as set out below:

School Assistants

- (a) A **Level 1** position is one where the General Employee:
 - A. requires no previous experience and a limited range of skills are exercised;
 - B. is required to undertake only basic duties under close supervision;
 - C. is not expected to demonstrate independent initiative and judgement;
 - D. is not required to supervise other General Employees; and
 - E. may not assist students without at least a Level 3 School Assistant or teacher present.

- (b) A **Level 2** position is one where the General Employee:
 - A. has the experience and skills required to perform basic duties without technical instruction;
 - B. requires instruction for more complex tasks;
 - C. may be expected to demonstrate independent initiative and judgement;
 - D. is not required to supervise other General Employees; and
 - E. may not assist students without at least a Level 3 School Assistant or teacher present.

- (c) A **Level 3** position is one where the General Employee:
 - A. possesses technical competencies required for the position;
 - B. requires only limited instruction for the performance of complex duties;
 - C. is normally required to exercise independent initiative and judgement;
 - D. if required by the Employer, may supervise up to three General Employees; and
 - E. may supervise a small group of children without a teacher present.

- (d) A **Level 4** position is one where the General Employee:
 - A. possesses a knowledge of workplace practices and procedures including a detailed knowledge of complex procedures relevant to the position;

- B. resolves complex operational problems and co-ordinates work within a department or unit of the School;
- C. displays a high level of initiative and judgement;
- D. if required to supervise other General Employees, will be responsible for maintaining the quality of work of those supervised;
- E. may supervise students without a teacher present; and
- F. is responsible for planning future department or School organisational needs within his/her areas of responsibility.

Clerical and Administrative Staff

- (a) A **Level 1 Clerical Assistant** will have no prior experience or training and may be required:
 - A. to undertake tasks involving basic clerical skills under supervision;
 - B. to undertake tasks such as handling orders and mail, messenger work and photocopying; and
 - C. to perform telephone relief duties for a short duration.
- (b) A **Level 2 Clerical Officer** (which is a position which may include Enrolment Officers, Receptionists, General Secretaries, Word Processing Officers/Typists, Data Entry Clerks and Administrative Assistants) may be required:
 - A. to undertake the complete range of clerical duties;
 - B. to perform a range of financial tasks;
 - C. to assume responsibility for operational issues in work area;
 - D. to co-ordinate work within own area of responsibility;
 - E. to supervise up to two General Employees;
 - F. to prepare standard operational reports and statistical returns; and
 - G. to deal with standard information systems.
- (c) A **Level 3 Senior Clerical Officer** (which is a position which may include Personal Assistants, Payroll Officers, Finance Assistants, Creditors Clerks, Debtors Clerks, Bookkeepers, Alternate Format Publication Staff, Archivists, Information Technology officers and Special Projects Officers) may be required:
 - A. to have a high level of financial responsibility;
 - B. to resolve complex operational problems;
 - C. to supervise up to four General Employees;
 - D. to prepare detailed operational reports; and

- E. to prepare detailed operational reports; and
 - F. to deal with more complex financial and administrative systems; or
 - G. to take responsibility for the coordination and ongoing management of special projects where an advanced level of clerical and administrative skill is required.
- (d) a **Level 4 Administrator** (which is a position which may include Assistant Bursars, Administration Managers, Secretaries (Finance and administration, and Information Technology Managers) may be required:
- A. to provide financial advice to the Principal or Bursar and/or manage financial systems;
 - B. to use proven skills/knowledge in complex office procedures;
 - C. to assume responsibility for the professional development of other support staff General Employees;
 - D. to contribute to operational and strategic planning for area of responsibility; and
 - E. to possess post-secondary qualifications or equivalent experience.

Maintenance, Grounds and Green Keeping, Canteen and Uniform Shop Staff, and Bus Drivers:

- (a) A **Level 1 position is a General Hand** position. A General Hand position is one where the General Employee:
- A. requires no previous experience and uses a limited range of skills;
 - B. undertakes routine or representative duties involving the application of standard procedures which require the use of some discretion; and
 - C. works under close supervision, either individually or as a member of a team.

Without limiting the foregoing, a General Hand may be required to perform:

- (i) general labouring tasks;
- (ii) general gardening tasks including preparation of grounds and planting procedures;
- (iii) horticultural duties in areas such as sports playing fields, garden maintenance and foliage control at a level not considered to be at trade qualified level;
- (iv) general ground, plant and building maintenance and operation requiring the application of specific skills;
- (v) tasks involving moving equipment or furniture;
- (vi) purchasing and stock control duties, including receipt, ordering and inventory control of goods;

(vii) tasks including handling, storing and distributing goods and materials;

(viii) basic stock control documentation;

(ix) duties of canteen assistant or uniform shop assistant; and

(x) tasks including general care and driving of School vehicles that do not require the use of a Medium Rigid (MR) or Heavy Rigid (HR) Drivers Licence from the Roads and Maritime Services NSW.

(b) **A Level 2 position is a Qualified Trade position.** A Qualified Trade position is one where the General Employee:

- A. holds trade qualifications or other qualifications or experience recognised by the Employer as equivalent
- B. receives limited instructions regarding work assignments and usually works without supervision;
- C. is regularly required to exercise independent initiative and judgement; and
- D. may supervise one or two General Employees in a section of the School.

Without limiting the foregoing, a General Employee in a Qualified Trade position may be required to:

(i) perform general maintenance work which may include the use of trade accredited skills in areas such as carpentry, plumbing or electrical services;

(ii) assume control and responsibility for the maintenance of gardens and/or sports grounds which may include the use of accredited trade skills in areas such as horticulture, gardening or the maintenance of sports grounds;

(iii) drive buses requiring a Medium Rigid (MR) or Heavy Rigid (HR) Drivers Licence from the Roads and Maritime Services NSW; or

(iv) to take responsibility for the operation of the School canteen or uniform shop, including supervision of assistants or volunteers.

(c) **A Level 3 position is a Supervisor position.** A Supervisor position is one where the General Employee:

- A. requires minimal instruction in the performance of their duties;
- B. exercises substantial responsibility and independent initiative and judgement with a detailed knowledge of workplace procedures and of the School's business;
- C. has the responsibility for supervision, training and coordination of staff, responsibility for their efficient allocation and control, in one or more sections of the School; and
- D. is required to have undertaken and completed postsecondary training provided by any accredited training provider relevant to the tasks required by the Employer for this Level, or has engaged in extensive equivalent in-service training, or has significant and substantial technical and procedural

knowledge which is regarded by the Employer to be equivalent to the required post-secondary training.

General Operational Staff

General Operational Staff include staff employed to undertake cooking/catering, housekeeping, laundry, cleaning and caretaking services

(a) A **Level 1 position** (which is a position which may include Cleaner, Laundry Assistant, Kitchen Assistant) is one where the General Employee has no relevant training or experience, and:

- A. requires no previous experience and uses a limited range of skills;
- B. for a major part of the time performs duties involving the application of standard procedures which require the use of limited discretion; and
- C. works under direct supervision, either individually or as a member of a team.

Typical Duties include:

- (i) performing a range of industrial cleaning tasks;
- (ii) cleaning, dusting and polishing and general cleaning in classrooms or other public areas of the School's buildings, structures, premises and the like ancillary to its functions;
- (iii) undertaking basic food preparation and cooking duties, cleaning and tidying the kitchen and its equipment;
- (iv) 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;
- (v) performing general laundry duties;
- (vi) performing minor repairs to linen or clothing such as buttons, zips, seams and working with flat materials.

(b) A **Level 2 position** (which is a position which may include Cleaner, Kitchen Assistant, Laundry Worker, and Non-Trade Qualified Cook) is one where the General Employee:

- A. undertakes for a substantial part of the time routine or repetitive duties involving the application of clearly prescribed standard procedures requiring the use of some discretion; and
- B. works under supervision, either individually or as a member of a team.

Typical Duties include:

- (i) performing a range of industrial cleaning tasks;

(ii) cleaning, dusting and polishing and general cleaning in classrooms or other public areas of the School's buildings, structures, premises and the like ancillary to its functions;

(iii) performing non-cooking duties in the kitchen including the assembly, preparation and measurement of food items;

(iv) performing laundry duties requiring the application of limited discretion and repairs to linen or clothing

(c) A **Level 3 position** (which is a position which may include, non-exhaustively Caretaker, and Cook) is one where the General Employee:

- A. works under minimal supervision to a level of training held by the individual;
- B. plans their own and other work schedules as approved by the Employer;
- C. assists in the training and supervision of General Employees at lower levels; and
- D. is competent in technical areas as required for the position.

Typical Duties include:

(i) performing general cooking duties including the preparation of standard meals, baking and pastry cooking of a variety of food items;

(ii) protection, upkeep and good order of the School and which may involve the possession of the appropriate security licence

(d) A **Level 4 position** (which is a position which may include Chef or Cook) is one where the General Employee:

- A. receives limited instructions regarding work assignments and usually works without supervision; and
- B. is regularly required to exercise independent initiative and judgement; and
- C. directly supervises a small group of General Employees in a section of the School; and
- D. would be expected to have undertaken and completed relevant trade qualifications and /or post-secondary training which may include TAFE training or recognition of relevant prior learning or practical experience accepted by the Employer.

Typical Duties include:

(i) performing cooking duties including a la carte cooking, baking, pastry cooking or butchery

(e) A **Level 5 position** (which is a position which may include Head Chef) is one where the General Employee:

- A. requires minimal instruction in the performance of their duties; and

- B. exercises substantial responsibility and independent initiative and judgement with a detailed knowledge of workplace procedures and of the Employer's business; and
- C. has responsibility for General Employees in one or more sections of the School; and
- D. is required to have undertaken and completed postsecondary training provided by an accredited training provider relevant to the tasks required, or has engaged in extensive equivalent in-service training, or has significant and substantial technical and procedural knowledge which is regarded by the Employer to be the equivalent to the required post-secondary training.

Typical Duties include:

(i) performing specialised cooking, butchery, baking pastry and the supervision of the operation, menu planning, supervision, training and co-ordination of staff, responsibility for their efficient allocation and control, in one or more sections of the School.

Long Day Care, Preschool and OOSH Centre Staff

(a) A **Child Care Worker** is a carer appointed to contribute to the development of, and assist in the implementation of, the child care program under the general direction of and responsible to a supervisor who is regularly present with the group of children. Qualifications are not required for this position for Steps 1 to 4. However, General Employees in Long Day Care/Preschool are required to be actively working towards the AQF Certificate III in Children's Services qualification from engagement, if not already attained.

- A. A General Employee at this level is responsible for their own work and may be required by the Employer to perform some or all of the following duties:
 - positively interact with children, give each child individual attention and comfort as required;
 - assist to implement daily routines and with ensuring a safe, healthy and clean indoor and outdoor environment for children;
 - supervise the activities of a group of children for short periods of time during the day;
 - work with other staff members to ensure the smooth running of the service subject to the service policies and procedures;
 - understand and work according to the service policies and procedures;
 - assist in the development and/or evaluation of the program
 - assist in the observation and evaluation of the children's development;

- assist with the recording of children's development and assist in planning for the ongoing development of the child;
- communicate with parents as instructed;
- attend to incidental cleaning and housekeeping or associated with individual and group activities, experiences and routines;
- perform incidental administrative duties including but not limited to completing receipts, signing deliveries, ruling up the roll, checking the roll and the like;
- other duties as required by the Employer as are within the knowledge, skills and capabilities of the carer, including duties at a lower classification: provided that this does not promote de skilling.

B. A General Employee at this level may be required by the Employer to possess and maintain a current first aid certificate recognised under the *Children (Education and Care Services) National Law (NSW) and the Education and Care Services National Regulations*.

(b) Advanced Child Care Worker

- A.
- An Advanced Child Care Worker is an unqualified carer in an OOSH or a carer in a Long Day Care/Preschool who must hold an AQF Certificate III in Children's Services. A General Employee at this level has the responsibility to develop, plan and implement the child care program. A General Employee at this level may be responsible for the direction of other staff for which they have responsibility. A General Employee at this level may be required by the Employer to perform some or all of the following duties:
 - has direct responsibilities for the management of a group or groups of children in conjunction with the Employer of the service;
 - ensure the maintenance of a healthy and safe work environment;
 - ensure a safe, healthy and clean indoor and outdoor environment for children;
 - liaise with parents as to needs of the children and the services;
 - maintain appropriate and up to date records;
 - ensure that programs are planned, implemented and evaluated for each child in their care;
 - ensure that all regulations, licensing guidelines, service policies and procedures are observed;
 - carry out administrative duties which relate to effective room management and child care responsibilities;
 - other duties as required by the Employer as are within the knowledge, skills and capabilities of the carer, including duties at a

lower classification; provided that this does not promote de-skilling.

- B. A General Employee at this level is required to possess and maintain a current first aid certificate recognised under the *Children (Education and Care Services) National Law (NSW)* and the *Education and Care Services National Regulations* as amended and administer first aid as required.

(c) Advanced Child Care Worker (Diploma Qualified)

- A. An **Advanced Child Care Worker** (Diploma Qualified) is a qualified carer who holds a Diploma in Children's Services, an Associate Diploma in Social Science (Child Studies) from TAFE or equivalent qualifications which are recognised under the Children (Education and Care Services) National Law (NSW) and the Education and Care Services National Regulations as amended, with the responsibility to develop, plan and implement the child care program.

- B. A General Employee at this level may be responsible for the direction of other staff within the group for which they have responsibility. A General Employee at this level may be required by the Employer to perform some or all of the following duties:

- has direct responsibility for the management of a group or groups of children in conjunction with the Employer of the service;
- ensure the maintenance of a healthy and safe work environment;
- ensure a safe, healthy and clean indoor and outdoor environment for children;
- liaise with parents as to the needs of the children and the service;
- maintain appropriate up to date records;
- ensure programs are planned, implemented and evaluated for each child in their care;
- ensure all regulations licensing guidelines, service policies and procedures are observed; •
- carry out administrative duties which relate to effective room management and child care responsibilities;
- other duties as required by the Employer as are within the knowledge, skills and capabilities of the carer, including duties at a lower classification: provided that this does not promote de skilling.

- C. A General Employee at this level is required to possess and maintain a current first aid certificate recognised under the *Children (Education and Care Services) National Law (NSW)* and the *Education and Care Services National Regulations* as amended and administer first aid as required

- D. Advanced Child Care Worker (Diploma Qualified) Step 4 is one who is required to supervise other Associate Diploma or Diploma qualified General Employees within the group they have responsibility for.

(d) Assistant Co-ordinator

- A. An **Assistant Co-ordinator** means a carer in a Long Day Care/Preschool who holds an AQF Certificate III in Children's Services or a carer in an OOSH, and who is appointed by the Employer to perform administrative and management functions which assist in the co-ordination administration and management of a service, under direction from and responsible to a supervisor who is regularly present at the service.
- B. In addition to those of an Advanced Child Care Worker, a General Employee at this level may be required by the Employer to perform some or all of the following duties:
- supervise, direct and co-ordinate the activities of groups of children across the service;
 - co-ordinate and manage day-to-day staffing matters across the service;
 - perform administrative duties which assist in the effective management of the service;
 - ensure that groups within the service meet programming, planning administrative and regulatory requirements;
 - other duties as required by the Employer which are within the knowledge, skills and capabilities of the carer, including duties at a lower classification; provided that this does not promote de skilling
- C. A General Employee will not be regarded as working at this level for undertaking responsibilities such as evaluating and improving the activities of a service.
- D. A General Employee at this level is required to possess and maintain a current first aid certificate recognised under the *Children (Education and Care Services) National Law (NSW)* and the *Education and Care Services National Regulations* as amended and administer first aid as required.

(e) Assistant Co-ordinator (Diploma Qualified)

- A. An **Assistant Co-ordinator** (Diploma Qualified) means a carer who holds a Diploma in Children's Services, or an Associate Diploma in Social Science (Child Studies) from TAFE or equivalent qualifications which are recognised under the *Children (Education and Care Services) National Law (NSW)* and the *Education and Care Services National Regulations* as amended, appointed by the Employer to perform administrative and management functions which assist in the co-ordination administration and management of a service, under direction from and responsible to a supervisor who is regularly present at the service.

- B. In addition to those of an **Advanced Child Care Worker (Diploma Qualified)**, a General Employee at this level may be required by the Employer to perform some or all of the following duties:
- supervise, direct and co-ordinate the activities of groups of children across the service;
 - co-ordinate and manage day-to-day staffing matters across the service;
 - perform administrative duties which assist in the effective management of the service;
 - ensure that groups within the service meet programming, planning administrative and regulatory requirements;
 - other duties as required by the Employer which are within the knowledge, skills and capabilities of the carer, including duties at a lower classification; provided that this does not promote de skilling.
- C. A General Employee will not be regarded as working at this level for undertaking responsibilities such as evaluating and improving the activities of a service.
- D. A General Employee at this level is required to possess and maintain a current first aid certificate recognised under the *Children (Education and Care Services) National Law (NSW)* and the *Education and Care Services National Regulations* as amended and administer first aid as required.

(f) Co-ordinator

- A. A **Co-ordinator** means a carer at a Long Day Care/Preschool who holds an AQF Certificate III in Children's Services or a carer in an OOSH and who is appointed to co-ordinate, administer and manage a service.
- B. A General Employee at this level is required to perform all of the following duties:
- be accountable to the Employer for the administration of the service;
 - co-ordinate and manage the day-to-day operations of the service;
 - manage staff through liaison and consultation with the Employer;
 - oversee and ensure the implementation and maintenance of a healthy, safe and clean environment for staff and children;
 - ensure day-to-day administrative tasks are completed appropriately, including requirements for funding and licensing;
 - ensure the service adheres to all relevant regulations and licensing guidelines;
 - ensure all appropriate records are maintained;

- liaise with and consult with parents regarding the needs of the children and the community;
- liaise with management to ensure that all matters and procedures relating to Government Funding are complied with in accordance with appropriate guidelines and, where applicable, submissions for funding to relevant authorities are made and funds applied in accordance with the relevant guidelines and approvals;
- assist with the preparation of budgets in consultation with the Employer, making appropriate recommendations and manage service financial responsibilities within approved levels;
- attend meetings as required by the Employer consistent with position responsibilities.

C. In addition, a General Employee may be required to perform some or all of the following duties:

- develop, implement and evaluate service policies and procedures and ensure these and licensing conditions are met in consultation with the Employer;
- prepare and present reports regarding service issues;
- develop goals and directions for the service in consultation with staff and management in line with early childhood policy and practice;
- ensure that Government guidelines on priority access to services are adhered to;
- other duties as required by the Employer which are within the knowledge, skills and capabilities of the carer, including duties at a lower classification; provided that this does not promote de skilling.

D. A General Employee at this level is required to possess and maintain a current first aid certificate recognised under the *Children (Education and Care Services) National Law (NSW)* and the *Education and Care Services National Regulations* as amended and administer first aid as required.

(g) Co-ordinator (Diploma Qualified)

A. A **Co-ordinator** means a carer at a Long Day Care/Preschool who holds an AQF Certificate III in Children's Services or a carer in an OOSH and who is appointed to co-ordinate, administer and manage a service.

B. A General Employee at this level is required to perform all of the following duties:

- be accountable to the Employer for the administration of the service;
- co-ordinate and manage the day-to-day operations of the service;

- manage staff through liaison and consultation with the Employer;
- oversee and ensure the implementation and maintenance of a healthy, safe and clean environment for staff and children;
- ensure day-to-day administrative tasks are completed appropriately, including requirements for funding and licensing;
- ensure the service adheres to all relevant regulations and licensing guidelines;
- ensure all appropriate records are maintained;
- liaise with and consult with parents regarding the needs of the children and the community;
- liaise with management to ensure that all matters and procedures relating to Government Funding are complied with in accordance with appropriate guidelines and, where applicable, submissions for funding to relevant authorities are made and funds applied in accordance with the relevant guidelines and approvals;
- assist with the preparation of budgets in consultation with the Employer, making appropriate recommendations and manage service financial responsibilities within approved levels;
- attend meetings as required by the Employer consistent with position responsibilities.

C. In addition, a General Employee may be required to perform some or all of the following duties:

- develop, implement and evaluate service policies and procedures and ensure these and licensing conditions are met in consultation with the Employer;
- prepare and present reports regarding service issues;
- develop goals and directions for the service in consultation with staff and management in line with early childhood policy and practice;
- ensure that Government guidelines on priority access to services are adhered to;
- other duties as required by the Employer which are within the knowledge, skills and capabilities of the carer, including duties at a lower classification; provided that this does not promote de skilling.

D. A General Employee at this level is required to possess and maintain a current first aid certificate recognised under the *Children (Education and Care Services) National Law (NSW)* and the *Education and Care Services National Regulations* as amended and administer first aid as required.

- (a) **Registered Nurse** means a person registered by the Nursing and Midwifery Board of Australia as such.
- (b) A Registered Nurse who provides health counselling shall be appointed to a level that is not less than that which is applicable to a Nurse in his or her 3rd year of service and shall progress upon completion of further service.
- (c) **Senior Nurse** means a Registered Nurse appointed to be in charge of one or more Registered Nurses.

Wellbeing Services Staff

Wellbeing Services Staff includes staff employed to provide support, guidance and counselling to students. Wellbeing Services Staff may hold positions which include support officer, youth worker, student welfare officer, school counsellor and psychologist.

- (a) Level 1 -Wellbeing Services- Non-Graduate staff

A **Level 1** position is one where the General Employee may hold a diploma from a recognised post-secondary institution.

The qualifications include one of the following:

- (i) Diploma of Counselling; or
- (ii) Diploma in Youth Work; or
- (iii) other qualification deemed equivalent by the Employer.

- (b) Level 2 – Wellbeing Services- Graduate Staff

A **Level 2** position is one where the General Employee must hold, as a minimum, a degree, from a recognised tertiary institution.

The qualifications may include, but are not limited to, the following:

- (i) Degree in Counselling or Social Work; or
- (ii) other qualification or experience deemed equivalent by the Employer.

- (c) Level 3 – Wellbeing Services- Senior Staff

A **Level 3** position is one where the General Employee, in addition to a degree in a relevant field, will generally have had at least 3 years relevant work experience. The General Employee is typically required to possess knowledge of workplace practices and procedures including a detailed knowledge of complex procedures relevant to the position, display a high level of initiative and judgement and assist in co-ordinating wellbeing services within the School.

- (d) Level 4- Wellbeing Services - Psychologist

A Level 4 position is one where the General Employee must hold, as a minimum a degree requiring the equivalent of 4 years full-time study in psychology from a tertiary institution recognised by the New South Wales Board of the Psychology Board of Australia and

provided that psychologists employed after 1 January 2011 must be fully registered as a Psychologist.

The General Employee may be required to possess knowledge of workplace practices and procedures including a detailed knowledge of complex procedures relevant to the position, display a high level of initiative and judgement and assist in co-ordinating wellbeing services within the School.

[Note: This classification does not apply to counsellors, psychologists and youth workers employed in a special schools or special assistance schools as recognised as such by the Minister.]

SCHEDULE 5 – Long Service Leave

Quantum of Leave for Employees Engaged Prior to the first full payment period on or after the approval of the Agreement

Teachers

The amount of long service leave to which a Teacher is entitled to shall be the sum of the following amounts:

1. the amount calculated on the basis of the provisions of the LSL Act in respect of the period of service before 1 August 1985; and
2. an amount calculated on the basis of the provisions of clause 12 *Long Service Leave of the Teachers (Non-Government Schools) (State) Award* published 10 May 1996 (292 I.G. 651) in respect of the period from 1 August 1985 to 30 April 1995; and
3. an amount calculated on the basis of the provisions of clause 12 *Long Service Leave of the Teachers (Independent Schools) (State) Award* effective from 1 May 1997 until 28 January 2001;
4. subject to clause 5, an amount calculated on the basis of the provisions of clause 18.2 of this Agreement, for the period from 29 January 2001 (NB: corresponding provisions applied in previous industrial instruments).
5. if a Standards Agreement previously applied to the Employee at any time between 2007 and 2010 in relation to the employment of the Employee by the Employer, and pursuant to that Agreement the Employee received additional superannuation and a lower rate of long service leave and no annual leave loading, then the long service leave entitlement of the Employee shall be 0.866 weeks per year of service for the period during which the Employee received additional superannuation.
6. the above periods of calculation are listed in the table below (not including the effect of any arrangement as outlined in clause 5):

Calculation of Entitlement	
Employees Employed by the Employer	
Prior to 31 July 1985	0.866 weeks per year

1 August 1985 to 30 April 1995	1.05 weeks per year up to 10 years' service 1.5 weeks per year, or proportion of a year, after 10 years' service
1 May 1995 to 28 January 2001	1.05 weeks per year up to 10 years' service 2 weeks per year, or proportion of a year, after 10 years' service
On or after 29 January 2001	1.3 weeks per year up to 10 years' service 2 weeks per year, or proportion of a year, after 10 years' service

7. The amount of long service leave to which an Employee shall be entitled on termination, shall, in the case of an Employee who has completed with the Employer at least five years' service but not yet ten years' service, and whose services are terminated by the Employer for any reason other than misconduct or cease for any other reason, be calculated on the basis of:

- (a) 1.3 weeks per year of service for the period during which the Employee received a higher rate of long service leave and no additional superannuation; and
- (b) 0.866 weeks per year of service for the period during which the Employee received additional superannuation and a lower rate of long service leave.

General Employees

8. Quantum of Leave

the amount of long service leave to which an Employee shall be entitled shall:

- (a) in the case of an Employee who has completed 10 years' continuous service in respect of such service, 10.5 weeks;
- (b) in respect of each additional five years of continuous service with the Employer since the Employee last became entitled to long service leave, 5.25 weeks;
- (c) on the termination of the Employee's employment, in respect of the number of years' continuous service with the Employer completed since the Employee last became entitled to an amount of long service leave, a proportionate amount on the basis of 1.05 weeks for each completed year of service; and
- (d) in the case of an Employee who has completed five years' continuous service with the Employer and whose employment with the Employer ceases for any reason other than serious misconduct, be a proportionate amount on the basis of 10.5 weeks for 10 years' service.

IN THE FAIR WORK COMMISSION

Fair Work Act 2009 (Cth) ("FW Act")

Matter number:

AG2023/3000

Employer:

Anglican Schools Commission Incorporated
(Employer)

Application:

Section 185 – Application for approval of a single enterprise agreement, namely the Anglican Schools Commission Inc. NSW Enterprise Agreement 2023 (**Agreement**)

Authorised representative:

Kiel Anthony
Director of Human Resources

Undertaking- Section 190

For and on behalf of the Employer I, Kiel Anthony:

1. declare that I have:
 - a. authority to give this undertaking on behalf of the Employer,
 - b. sought the views of all bargaining representatives for this undertaking pursuant to s 190(4) of the FW Act,
2. understand that each undertaking is to be taken to be a term of the Agreement,
3. give the following undertakings with respect to the Agreement:
 - a. With respect to Casual Teacher rates of pay the rates are taken to be matched to the Educational Services (Teachers) Award [MA000077] equivalent rates as per the below table:

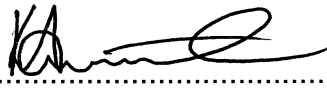
Casual Teacher Rates of Pay

Educational Services (Teachers) Award	Daily Rate	Anglican Schools Commission Inc. NSW Enterprise Agreement 2023	Daily Rate
Level 1	\$ 323.45	Band 1	\$ 433.41
Level 2	\$ 353.55	Band 2	\$ 523.63
Level 3	\$ 384.90	Band 2	\$ 523.63
Level 4	\$ 416.23	Band 2	\$ 523.63
Level 5	\$ 447.58	Band 2	\$ 523.63

- a. With respect to Level 1.1 and 1.2 Clerical Assistant rates of pay the rates are taken to be matched to the Education Services (Schools) General Staff Award [MA000076] equivalent rates as per the below table:

General Staff Rates of Pay

Educational Services (Schools) General Staff Award	Minimum Annual Salary	Anglican Schools Commission Inc. NSW Enterprise Agreement 2023	Minimum Annual Salary
Level 3			
3.1	\$ 51,950	Level 1.1 Clerical	\$ 62,774
3.2	\$ 52,879	Level 2 School Assistant	\$ 75,555
		Level 1.2 Clerical	\$ 63,689

Date signed:	28 September 2023
For and on behalf of the Employer by: [In accordance with s.190(5) of the FW Act]	Kiel Anthony
Signature:	
Witness name:	Shane Parnell
Witness signature:	