



# DECISION

*Fair Work Act 2009*  
s.185—Enterprise agreement

**Christian Schools Staff Relations Christian Schools Australia Limited T/A  
Christian Schools Staff Relations**  
(AG2019/3664)

## **ACT CHRISTIAN SCHOOLS GENERAL STAFF MULTI-ENTERPRISE AGREEMENT 2018 - 2021**

Educational services

DEPUTY PRESIDENT SAUNDERS

NEWCASTLE, 18 OCTOBER 2019

*Application for approval of the ACT Christian Schools General Staff Multi-Enterprise Agreement 2018 - 2021.*

[1] An application has been made for approval of an enterprise agreement known as the *ACT Christian Schools General Staff Multi-Enterprise Agreement 2018 - 2021 (Agreement)*. The application was made pursuant to section 185 of the *Fair Work Act 2009 (Act)*. It has been made by Brindabella Christian Education Ltd, North Canberra Christian Education Association, and Trinity Christian School Incorporated. The Agreement is a multi-enterprise agreement.

[2] The Employers have provided written undertakings (*Undertakings*). Copies of the Undertakings are attached in Annexure A to this decision. I am satisfied that the effect of accepting the Undertakings is not likely to:

- (a) cause financial detriment to any employee covered by the Agreement; or
- (b) result in substantial changes to the Agreement.

[3] The views of each person who the Fair Work Commission knows is a bargaining representative for the Agreement have been sought in relation to the Undertakings.

[4] Pursuant to subsection 190(3) of the Act, I accept the Undertakings. The Undertakings are taken to be a term of the Agreement.

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

[6] The Independent Education Union of Australia being a bargaining representative for the Agreement, has given notice under section 183 of the Act that it wants the Agreement to

cover it. In accordance with subsection 201(2) of the Act, I note that the Agreement covers the organisation.

[7] The Agreement is approved and, in accordance with section 54 of the Act, will operate from 25 October 2019. The nominal expiry date of the Agreement is 30 June 2021.



DEPUTY PRESIDENT

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## Annexure A

### IN THE FAIR WORK COMMISSION

**FWC Matter No.:**  
AG2019/3664

**Applicant:**

Christian Schools Staff Relations Service, Christian Schools Australia Ltd

Section 185 – Application for approval of a multi-enterprise agreement

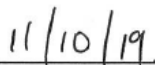
### Undertaking- Section 190

I, Brendon Major, Business Manager for Brindabella Christian Education Limited ("the School") give the following undertakings with respect to the *ACT Christian Schools General Staff Multi-Enterprise Agreement 2018-2021* ("the Agreement"):

1. I have the authority given to me by the School to provide this undertaking in relation to the application before the Fair Work Commission.
2. The School undertakes that this Agreement will be read and interpreted in conjunction with the National Employment Standards (NES). Where there is an inconsistency between this agreement and the NES, and the NES provides a greater benefit, the NES provision will apply to the extent of the inconsistency.
3. These undertakings are provided on the basis of issues raised by the Fair Work Commission in the application before the Fair Work Commission.



\_\_\_\_\_  
**Signature**



\_\_\_\_\_  
**Date**

**IN THE FAIR WORK COMMISSION**

**FWC Matter No.:**  
AG2019/3664

**Applicant:**

Christian Schools Staff Relations Service, Christian Schools Australia Ltd

Section 185 – Application for approval of a multi-enterprise agreement

**Undertaking- Section 190**

I, Erik Hofsink, Principal for Emmaus Christian School Canberra ("the School") give the following undertakings with respect to the *ACT Christian Schools General Staff Multi-Enterprise Agreement 2018-2021* ("the Agreement"):

1. I have the authority given to me by the School to provide this undertaking in relation to the application before the Fair Work Commission.
2. The School undertakes that this Agreement will be read and interpreted in conjunction with the National Employment Standards (NES). Where there is an inconsistency between this agreement and the NES, and the NES provides a greater benefit, the NES provision will apply to the extent of the inconsistency.
3. These undertakings are provided on the basis of issues raised by the Fair Work Commission in the application before the Fair Work Commission.

  
\_\_\_\_\_  
Signature

11 October 2019

  
\_\_\_\_\_  
Date

**IN THE FAIR WORK COMMISSION**

**FWC Matter No.:**  
AG2019/3664

**Applicant:**

Christian Schools Staff Relations Service, Christian Schools Australia Ltd

Section 185 – Application for approval of a multi-enterprise agreement

**Undertaking- Section 190**

I, Karen Achurch, Business Manager for Trinity Christian School Incorporated ("the School") give the following undertakings with respect to the *ACT Christian Schools General Staff Multi-Enterprise Agreement 2018-2021* ("the Agreement"):

1. I have the authority given to me by the School to provide this undertaking in relation to the application before the Fair Work Commission.
2. The School undertakes that this Agreement will be read and interpreted in conjunction with the National Employment Standards (NES). Where there is an inconsistency between this agreement and the NES, and the NES provides a greater benefit, the NES provision will apply to the extent of the inconsistency.
3. These undertakings are provided on the basis of issues raised by the Fair Work Commission in the application before the Fair Work Commission.



**Signature**



**Date**

**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.**

ACT Christian Schools

# General Staff Multi- Enterprise Agreement

2018 – 2021

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## Part 1—Application and Operation

### 1. Title

This Agreement shall be known as the ACT Christian Schools General Staff Multi-Enterprise Agreement 2018 - 2021.

### 2. Commencement and Operation

#### 2.1 Making

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

#### 2.2 Commencement and Application

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

#### 2.3 Nominal Expiry Date

The nominal expiry date of this Agreement is 30 June 2021.

#### 2.4 Operation

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

### 3. Definitions and interpretation

#### 3.1 In this Agreement, unless the contrary intention appears:

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

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

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

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

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

- (a) **school support services**—being an employee whose principal duties are to provide support to teachers and students in a primary or secondary classroom or to individual students or groups of students; or to support the operation of curriculum-related services, such as those provided by a library, laboratory or a technology centre;

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

**My Super Product** has the meaning given by the *Superannuation Industry (Supervision) Act 1993* (Cth)

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

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

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

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

**school education industry** means the provision of education including preschool or early childhood education in a school, registered and/or accredited under the relevant authority in each state or territory or in an early childhood service operated by a school, including all operations of the school. Where the provision of school education is directed, managed

and/or controlled by a central or regional administration of a system of schools it may also include persons involved in providing such services to schools.

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

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

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

**union** means the Independent Education Union of Australia

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

## **4. Coverage**

- 4.1** Subject to **sub-clauses 4.2 and, 4.3** this Agreement covers employers listed in **Schedule H – Employers and Schools Covered by this Agreement** and general staff employed at the schools in **Schedule H – Employers and Schools Covered by this Agreement**, including at any preschool, or early learning centre attached to or operated by a school, in the classifications contained in **Schedule B**, in respect of all work done by the general staff member as an employee.
- 4.2** The Agreement does not cover an employee excluded from award coverage by the Act.
- 4.3** This Agreement does not apply to:
- (a)** a teacher engaged as such;
  - (b)** persons instructing students of the School in the areas of music or other individual arts and engaged on an individual fee basis;
  - (c)** foreign language or LOTE teachers engaged to instruct students on an individual basis e.g. conversation or other individual tuition;
  - (d)** a principal, campus principal or deputy principal, however named;
  - (e)** a bursar or business manager, however named being the most senior administrative employee employed with delegated authority to act for the employer; or
  - (f)** a member of a recognised religious teaching order and/or a Minister of Religion or a person engaged for the purpose of religious instruction, supervision of prayers or to undertake other religious duties of a non-teaching nature except where employed as a school chaplain.

## **5. Faith Basis of the School**

### **5.1 Statement of Faith**

- (a) It is an inherent genuine occupational requirement and essential condition of employment and continuing employment that an employee possesses and maintains a firm personal belief consistent with the Statement of Faith of the School, together with an active commitment to and involvement with a Christian church holding a doctrinal position consistent with the Statement of Faith. Accordingly, all employees are expected by the School to possess and maintain throughout the term of this Agreement a firm personal belief consistent with the Statement of Faith of the School, together with an active commitment to and involvement with a Christian church holding a doctrinal position consistent with the Statement of Faith. At the least, such an active commitment requires regular and frequent attendance at the Church's worship services.
- (b) Should an employee cease to have a firm personal belief consistent with the Statement of Faith or cease to maintain an active commitment to and involvement with an appropriate Christian church the employee shall inform the School.
- (c) If this situation continues after counselling and an opportunity for restoration, the school may terminate the employee's employment in accordance with the normal requirements relating to termination.

### **5.2 Lifestyle and Values**

The parties acknowledge that:

- (a) The School bases its teachings and beliefs on the Bible, both the Old and New Testaments which the School regards as the inspired and inerrant Word of God.
- (b) These teachings are expounded in many of the School's public and internal documents, including the Statement of Faith.
- (c) These documents reflect the School's understanding of the lifestyle and values which all staff members of the School regardless of their role are required to respect and maintain at all times and are to be understood as source documents, defining the School's doctrines, tenets, beliefs and teachings.
- (d) Without limiting the school's constitution, Statement of Faith and related documents, which may provide more specific information, the School is an institution conducted in accordance with the doctrines, tenets, beliefs or teachings of the protestant stream of the Christian religion and the provisions in this clause are included in good faith to avoid injury to the religious susceptibilities of adherents of the protestant stream of the Christian faith.
- (e) It is an inherent genuine occupational requirement and essential condition of employment and continuing employment that all staff members of the School are required to be seen to conduct themselves at all times in a manner consistent with these teachings and beliefs and in accordance with the Christian ethos of the School, and any school policy that may be developed from time to time, thus providing a specifically Christian role model and example to all students and families associated with the School.
- (f) It is an inherent, genuine occupational requirement and essential condition of employment and continuing employment that all staff members of the School must

not act in a way that they know, or ought reasonably to know, is contrary to the religious beliefs and values of the School. Nothing in their deliberate conduct shall be incompatible with the intrinsic character of their position.

- (g) Acting contrary to the lifestyle and values requirements set out in this clause is likely to cause injury to the religious susceptibilities of members of the School community who adhere to the School's doctrines, tenets, beliefs and teachings.
- (h) If an employee acts contrary to the lifestyle and values requirements set out in this clause the matter will be dealt with in accordance with the normal school procedures in relation to conduct and performance management.
- (i) If a dispute arises in connection with this clause it shall be dealt with in accordance with **clause 10 – Dispute Resolution**.

## **6. Access to the Agreement and the National Employment Standards**

The School will take steps to make available copies of this Agreement and the NES to all employees to whom they apply.

## **7. The National Employment Standards and this Agreement**

This Agreement does not exclude the NES. The NES and this Agreement contain the minimum conditions of employment for employees covered by this Agreement.

## **8. Agreement flexibility**

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

# **Part 2—Consultation and Dispute Resolution**

## **9. Consultation regarding major workplace change**

A school shall consult in connection with the introduction of major change likely to have significant effects on employees, and changes to regular rosters and ordinary hours of work. This requirement is dealt with in **Schedule D**.

## **10. Dispute resolution**

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

## **11. Union Representatives**

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

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

## **Part 3—Types of Employment and Termination of Employment**

### **12. Types of employment**

#### **12.1 Types (categories) of employment**

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

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

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

#### **12.2 Letter of Appointment**

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

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

- (d) whether the rate of pay is payable during term time only or throughout the year

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

### 12.3 Full-time employment

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

### 12.4 Part-time employment

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

### 12.5 Casual employment

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

### 12.6 Right to request casual conversion

- (a) A person engaged by a particular employer as a regular casual employee may request that their employment be converted to full-time or part-time employment.
- (b) A regular casual employee is a casual employee who has in the preceding period of 12 months worked a pattern of hours on an ongoing basis which, without significant adjustment, the employee could continue to perform as a full-time employee or part-time employee under the provisions of this award.

- (c) A regular casual employee who has worked equivalent full-time hours over the preceding period of 12 months' casual employment may request to have their employment converted to full-time employment.
- (d) A regular casual employee who has worked less than equivalent full-time hours over the preceding period of 12 months' casual employment may request to have their employment converted to part-time employment consistent with the pattern of hours previously worked.
- (e) Any request under this subclause must be in writing and provided to the employer.
- (f) Where a regular casual employee seeks to convert to full-time or part-time employment, the employer may agree to or refuse the request, but the request may only be refused on reasonable grounds and after there has been consultation with the employee.
- (g) Reasonable grounds for refusal include that:
  - (i) it would require a significant adjustment to the casual employee's hours of work in order for the employee to be engaged as a full-time or part-time employee in accordance with the provisions of this award – that is, the casual employee is not truly a regular casual employee as defined in paragraph (b);
  - (ii) it is known or reasonably foreseeable that the regular casual employee's position will cease to exist within the next 12 months;
  - (iii) it is known or reasonably foreseeable that the hours of work which the regular casual employee is required to perform will be significantly reduced in the next 12 months; or
  - (iv) it is known or reasonably foreseeable that there will be a significant change in the days and/or times at which the employee's hours of work are required to be performed in the next 12 months which cannot be accommodated within the days and/or hours during which the employee is available to work.
- (h) For any ground of refusal to be reasonable, it must be based on facts which are known or reasonably foreseeable.
- (i) Where the employer refuses a regular casual employee's request to convert, the employer must provide the casual employee with the employer's reasons for refusal in writing within 21 days of the request being made. If the employee does not accept the employer's refusal, this will constitute a dispute that will be dealt with under the dispute resolution procedure in **Schedule E**. Under that procedure, the employee or the employer may refer the matter to the Fair Work Commission if the dispute cannot be resolved at the workplace level.
- (j) Where it is agreed that a casual employee will have their employment converted to full-time or part-time employment as provided for in this clause, the employer and employee must discuss and record in writing:
  - (i) the form of employment to which the employee will convert – that is, full-time or part-time employment; and
  - (ii) if it is agreed that the employee will become a part-time employee, the matters referred to in **clause 12.4 (d)**.



- (k) The conversion will take effect from the start of the next pay cycle following such agreement being reached unless otherwise agreed.
- (l) Once a casual employee has converted to full-time or part-time employment, the employee may only revert to casual employment with the written agreement of the employer.
- (m) A casual employee must not be engaged and re-engaged (which includes a refusal to re-engage), or have their hours reduced or varied, in order to avoid any right or obligation under this clause.
- (n) Nothing in this clause obliges a regular casual employee to convert to full-time or part-time employment, nor permits an employer to require a regular casual employee to so convert.
- (o) Nothing in this clause requires an employer to increase the hours of a regular casual employee seeking conversion to full-time or part-time employment.
- (p) An employer must provide a casual employee, whether a regular casual employee or not, with a copy of the provisions of this subclause within the first 12 months of the employee's first engagement to perform work. In respect of casual employees already employed as at the commencement of this Agreement, an employer must provide such employees with a copy of the provisions of this subclause within one month of the commencement.
- (q) A casual employee's right to request to convert is not affected if the employer fails to comply with the notice requirements in paragraph (p).

## **12.7 Temporary Employment**

- (a) A temporary employee is an employee employed to work full-time or part-time for a specified maximum period of time which is not normally to exceed 12 months or to undertake a specific project. An employee may be employed as a temporary employee in the following circumstances:
  - (i) where an employee is employed to replace an employee on leave or secondment;
  - (ii) where the School's staffing is to be reduced in the following year or years overall or in a department. This may include but is not limited to circumstances such as declining enrolments or school amalgamations;
  - (iii) where an employee is employed on a specific programme not funded by the School; or
  - (iv) where an employee is engaged in connection with the carrying out of a specific project or task, or
  - (v) in a new position that is being trialled, provided that at the end of the trial period either the employment ends or the employee is employed in an ongoing position on an indefinite basis.
- (b) Applicants must be advised in writing prior to accepting a position that it is temporary, the expected length of the appointment and the reason why it is temporary.
- (c) The employment of a temporary employee may be ended before the expected length of appointment has passed or the task complete in accordance with **clause 14**. If this

occurs the School is not obliged to pay the employee until the expected end date of the employment.

## 12.8 Flexible Working Arrangements

- (a) An employee may request flexible working arrangements in accordance with s65 of the Act. A school may only refuse such a request on reasonable business grounds.

- (b) Responding to the request

Before responding to a request made under s65, the employer 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:

- (i) the needs of the employee arising from their circumstances;
- (ii) the consequences for the employee if changes in working arrangements are not made; and
- (iii) any reasonable business grounds for refusing the request.

*Note 1: The employer must give the employee a written response to an employee's s65 request within 21 days, stating whether the employer grants or refuses the request (s65(4)).*

*Note 2: If the employer refuses the request, the written response must include details of the reasons for the refusal (s65(6)).*

- (c) What the written response must include if the employer refuses the request

- (i) The written response under s65(4) must include details of the reasons for the refusal, including the business ground or grounds for the refusal and how the ground or grounds apply.
- (ii) If the employer and employee could not agree on a change in working arrangements, the written response under s65(4) must:

1. state whether or not there are any changes in working arrangements that the employer can offer the employee so as to better accommodate the employee's circumstances; and
2. if the employer can offer the employee such changes in working arrangements, set out those changes in working arrangements.

- (d) What the written response must include if a different change in working arrangements is agreed

If the employer and the employee reached an agreement on a change in working arrangements that differs from that initially requested by the employee, the employer must provide the employee with a written response to their request setting out the agreed change(s) in working arrangements.

(e) Dispute resolution

Disputes about whether the employer has discussed the request with the employee and responded to the request in the way required by this clause, can be dealt with under **clause 10** and **Schedule E - Dispute resolution**.

## 13. Leave without pay during non-term weeks

### 13.1 Arrangements

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

- (a) the employee's contract of employment specifies the arrangement in writing;
- (b) all such periods count as service for the purpose of calculating accrued leave entitlements, the period of service for progression, the period of service for redundancy purposes and do not break continuity of service;
- (c) where an employee's pay is not averaged in accordance with **sub-clause 13.2** below, any public holidays falling within such period of leave without pay shall be paid at the ordinary rate if they fall on a day on which the employee ordinarily works. Where an employee's pay is averaged in accordance with **sub-clause 13.2** below, payment for public holidays falling within such period of leave is included in the averaged rate of pay and no additional payment is required
- (d) if the employee's contract of employment does not specify a requirement to work during non-term weeks and appropriate work is available for the employee during any such period, or the contract does specify such a requirement and work is available in addition to the specified requirement, the employee may be offered such work (whether on a full-time, part-time or casual basis). The employee may refuse an offer of employment without prejudice to their normal employment relationship. Appropriate work will mean such work as is available that is capable of being performed by the employee. Remuneration for such work will be at the rate of pay applicable to the work being performed, calculated at the unaveraged rate of pay. Such payment will be in addition to any other payment due to the employee for the period. Alternatively, the employee may request in writing that the work be treated as make up time in accordance with **clause 31.3** and an agreement to this effect will be kept with pay records.
- (e) if the employee's contract of employment specifies a requirement to work during one or more non-term weeks between identified term time, but does not specifically designate the particular weeks and/or days required to be worked during such non-term weeks, the employer and the employee shall agree as early as practicable in a school calendar year on the weeks and/or days to be worked. Failing agreement, the employee shall be given at least four term weeks notice of the weeks and/or days required to be worked prior to the commencement of the particular non-term weeks. Provided that any such requirement that the employee work shall not be unreasonable given the employee's personal circumstances and the notice given. The employee may be required to work during the ordinary hours and days which the person normally works, provided that the employee may agree to work on different days or for different hours or with a lesser period of notice. The employee may not be required to work during a non-term period between particular terms unless the contract of employment specifies the relevant terms.

- (f) An employer may elect to pay an employee only for the time worked (and therefore not during non-term weeks) or by equal salary instalments throughout the year as provided by **sub-clause 13.2**.
- (g) Where a person employed as at the date of making this Agreement is not employed on a contract which allows for leave without pay during non-term weeks that employee will not be required to take such leave or have their contract of employment changed merely as a result of this Agreement coming into operation. For the avoidance of doubt, this clause does not prohibit the re-negotiation of existing arrangements to allow for such leave.

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

- (a) When the School elects to average the payment of salary or wages of an employee, the rates will be paid in equal instalments throughout the year including annual leave (this is not inclusive of the annual leave loading) in accordance with this **sub-clause 13.2**.
- (b) Whilst this Agreement is in operation, the following formula shall be used to determine the appropriate full-time weekly rate for a position:

$$\text{Weekly Rate} = \frac{N + 11}{240} \times \frac{\text{Annual rate of salary}}{52.14}$$

Where:

N = number of days (excluding public holidays) a full-time employee in the position held by the employee would be required to work each year.

- (c) Part time averaged rates shall be calculated by determining the appropriate full-time weekly rate then dividing by 38.
- (d) The rate of pay of an employee determined by this **sub-clause 13.2**, shall be the appropriate rate for all purposes, including long service leave and other paid leave, except for the purpose of calculating casual rates or any allowance, overtime or penalty for an employee, in which case the casual rates, allowance, overtime or penalty will be calculated on the ordinary hourly rate applicable to the employee's classification.
- (e) Where an employee is paid in accordance with this **sub-clause 13.2** and the employee ceases employment with the School and the total amount received by the employee during that year since the School Service Date including payment for accrued and untaken annual leave is less than such amount the employee would have earned if their salary had not been averaged including accrued and untaken annual leave, then the employee shall be paid the difference between the averaged amount paid and such higher amount not later than the next School Service Date or on termination of the employee's employment, whichever occurs first.

Note: The averaging formula in this **sub-clause 13.2** assumes that an employee is in employment at the commencement of a school year. Employees who commence employment after the first week of a school year should be paid an unaveraged rate of pay until the following year.

## 14. Termination of employment and suspension

### 14.1 Notice of termination by the school

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

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

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

	Notice period if employee is 45 years of age or younger	Notice period if employee is over 45 years of age
Not more than 1 year	1 week	1 week
More than 1 year, but not more than 2 years	2 weeks	2 weeks
More than 2 years, but not more than 3 years	2 weeks	3 weeks
More than 3 years, but not more than 5 years	3 weeks	4 weeks
More than 5 years	4 weeks	5 weeks

### 14.2 Notice of termination by an employee

The notice of termination required to be given by an employee is the same as that required of an employer except that there is no requirement on the employee to give additional notice based on the age of the employee concerned. If an employee, who is at least 18 years old, fails to give the required notice, the amount of one week's wages becomes a debt due to the employer. With the agreement of the employee, the employer may withhold from any monies due to the employee on termination under this Agreement or the NES. Any outstanding balance becomes a debt due. If the employer has agreed to a shorter period of notice than that required by this **sub-clause 14.2**, then no deduction may be made.

### 14.3 Job search entitlement

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

### 14.4 Exclusions

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

**14.5 Statement of Service**

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

**14.6 Suspension**

- (a) Notwithstanding any of the other provisions in this Agreement, a school may suspend an employee, with or without pay, while considering any matter which in the view of the School could lead to the employee's summary dismissal.
- (b) Suspension without pay will not be implemented by the School without the employee's consent.
- (c) A school is not required to provide alternative employment to an employee who does not hold registration under the *Working with Vulnerable People (Background Checking) Act 2011* (ACT) nor are they required to provide employment that meets any conditions of registration.

**15. Redundancy**

**15.1 Redundancy pay and related provisions are provided for in the NES.**

**15.2 Transfer to lower paid duties**

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

**15.3 Employee leaving during notice period**

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

**15.4 Job search entitlement**

- (a) An employee given notice of termination in circumstances of redundancy must be allowed up to one day's time off without loss of pay during each week of notice for the purpose of seeking other employment to a maximum of five days.
- (b) If the employee has been allowed paid leave for more than one day during the notice period for the purpose of seeking other employment, the employee must, at the request of the employer, produce proof of attendance at an interview or they will not be entitled to payment for the time absent. For this purpose a statutory declaration is sufficient.
- (c) This entitlement applies instead of **sub-clause 14.3**.

## Part 4—Minimum Wages/Salary and Related Matters

### 16. Classifications

#### 16.1 Classifications and minimum pay

All employees must be classified according to the structure set out in **Schedule B — Classifications**. An employer must advise an employee in writing of their classification and of any changes to their classification.

#### 16.2 Commencement level and progression

(a) Where there is more than one step for a classification level:

(i) other than as provided at paragraph (ii) of this **sub-clause 16.2 (a)**, an employee will be eligible for movement to the next step within the classification level on completion of a years' full-time service or equivalent, subject to **sub-clause 16.2 (b)**.

(ii) An employee in the operational services or preschool/childcare services streams, will be eligible for movement to the next step within the classification level on completion of each 12 month period of employment.

(b) Movement to the next step within a classification level will occur unless a review implemented by the employer demonstrates that performance against the relevant classification descriptors has not been satisfactory.

(c) The commencement levels for employees will be as follows:

Classification	Commencement level	Commencement Step
School operations services grade 1 Preschool/childcare services grade 1	Level 1	Step 1
School administration services grade 1	Level 1	Step 2
School support services grade 1	Level 1	Step 3
School support services grade 2 Preschool/childcare services grade 2 Wellbeing services grade 1 School administration services grade 2 School operational services grade 2	Level 2	Step 1

<b>Classification</b>	<b>Commencement level</b>	<b>Commencement Step</b>
School support services grade 3 Preschool/childcare services grade 3 School administration services grade 3 School operational services grade 3	Level 3	Step 1
School support services grade 4 Preschool/childcare services grade 3A Wellbeing services grade 2 School administration services grade 4 School operational services grade 4	Level 4	Step 1
Instructional services grade 1	Level 4	Step 2
School support services grade 5 Preschool/childcare services grade 4 School administration services grade 5 School operational services grade 5 Instructional services grade 2	Level 5	Step 1
Preschool/childcare services grade 5 Instructional services grade 3 Wellbeing services grade 3 Nursing services grade 1 School administration services grade 6 School operational services grade 6	Level 6	Step 1
Wellbeing services grade 4 Nursing services grade 2 School administration services grade 7	Level 7	Step 1
Preschool/childcare services grade 6 (1–39 places)	Level 7	Step 2
Preschool/childcare services grade 6 (40–59 places)	Level 7	Step 3
Nursing services grade 3 Preschool/childcare services grade 6 (60 or more places) Wellbeing services grade 5 School administration services grade 8	Level 8	

### **16.3 Duties**

Employees covered by this Agreement shall perform all work within their skill and competence consistent with the classification structure of the Agreement, including work which is incidental or peripheral to their main tasks or functions (such as incidental cleaning), provided that such duties are not designed to promote de-skilling.



#### 16.4 Reclassification

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

#### 16.5 Savings

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

### 17. Minimum wages/salary

#### 17.1 Annual rates of pay

- (a) An employer will pay an adult employee not less than the rate of pay specified for the employee's classification in Tables 1A, 1B and 1C of **Schedule A – Monetary Rates**. To determine a weekly rate of pay the amount shown as the annual salary shall be divided by 52.14 and rounded to two decimal places.
- (b) From the commencement of this Agreement the applicable rates of pay for all pay periods after the commencement of the Agreement in Tables 1A, 1B and 1C of **Schedule A – Monetary Rates** shall be increased by one percent to compensate for the reduction in superannuation of 1%. This increase is shown in **Schedule A – Monetary Rates**.
- (c) Where the actual rate of pay paid to an employee prior to the commencement of this Agreement is lower than the amount set out in Tables 1A, 1B and 1C – Salaries of **Schedule A - Monetary Rates**, in accordance with paragraph (a) of this **sub-clause 17.1**, the difference shall be paid by the School to the employee as soon as practicable after the commencement of the Agreement.

#### 17.2 Junior employees

A junior employee appointed at classification level 1 or 2 is to be paid at the following percentage of the appropriate adult rate for the position performed.

Age	% of adult rate
Under 17 years of age	50

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

### 17.3 Apprentices

- (a) Apprentices will be employed in accordance with the provisions of **Schedule F** — Apprentices.
- (b) An apprentice, other than an adult apprentice, will be paid a percentage of the standard rate as follows:

Year of apprenticeship	% of the standard adult rate where not completed year 12	% of the standard adult rate where completed year 12
First year	50	55
Second year	60	65
Third year	75	75
Fourth year	90	90

- (c) The rate of pay for an adult apprentice will be the rate prescribed for the lowest classification in **sub-clause 17.1**, or the rate prescribed in **sub-clause 17.3(b)** for the relevant year of the apprenticeship, whichever is the greater.
- (d) A person employed by a school under this Agreement immediately prior to entering into a training agreement as an adult apprentice with the School must not suffer a reduction in their minimum wage by virtue of entering into the training arrangement, provided that the person has been employed for at least six months as a full-time employee or twelve months as a part-time or regular and systematic casual employee immediately prior to entering the apprenticeship. For the purpose only of fixing a minimum wage, the adult apprentice must continue to receive the minimum wage that applies to the classification specified in **clause 17.1**, in which the adult apprentice was engaged immediately prior to entering into the training agreement. This **subclause 17.4 (d)** does not apply if the position held by the person prior to the commencement of the adult apprenticeship, becomes redundant.

## 18. Allowances

### 18.1 Caretakers' accommodation

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

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

## 18.2 First aid allowance

### (a) Application

- (i) An employee who is designated by the employer to perform first aid duty, including the dispensing of medication to students in accordance with medication plans, and who holds a current recognised first aid qualification, will be paid an allowance as shown in Table 2 - Allowances of **Schedule A – Monetary Rates**.
- (ii) An employee required to dispense medication shall receive written instructions relating to the administration and dosage of all medications, prior to the requirement to dispense them. Where a particular medication requires that training be undertaken, such training shall be arranged and conducted during normal working hours at no expense to the employee.

### (b) Excluded employees

This allowance does not apply to:

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

## 18.3 Meal allowance

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

## 18.4 On call and recall allowance

### (a) On call allowance

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

### (b) Recall allowance

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

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

**18.5** Tool allowance

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

**18.6** Uniform/protective clothing allowance

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

**18.7** Vehicle allowance

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

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

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

**18.8 Broken Shift allowance**

- (a) An employee may be rostered to work ordinary hours in a broken shift, that is a rostered shift in two periods of duty, exclusive of breaks, per day, with a minimum payment (other than for a casual) of two hours for each period of duty.
- (b) An 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 (unaveraged) ordinary time rate.
- (c) The maximum spread between the start of the first period of duty and cease of the second period of duty for a broken shift is 12 hours. Any hours in excess of this 12 hour spread will be paid for as overtime.
- (d) Where an employee, not required by their employer to work a broken shift, requests in writing a change in their rostered hours such that the requested hours constitute a broken shift no penalty shall apply. Such request shall be confirmed at the commencement of each calendar year by the employee and kept with pay records - if no such confirmation is provided, the penalty shall be payable. In no case shall an offer of employment or continued employment be conditional on the making of such request by the employee.

**19. Higher duties**

- 19.1** An employer may direct an employee to temporarily perform duties applicable to a classification higher than their current classification.
- 19.2** Where the employee performs such duties for more than five days, or one day for a school operational services employee, and those duties constitute the whole or substantially the whole type of duties which would attract the higher classification, the employee will be paid the rate of pay applicable to the higher classification for the whole period during which the duties are performed.

**20. Mixed Functions**

- 20.1** Subject to the employee's written agreement, an employee may be employed to perform work in two positions with different classifications
- 20.2** The employee must be informed in writing of the total hours they are engaged to perform work in each separate position.
- 20.3** The employee will be paid the hourly rate applicable to the relevant position under **clause 17 – Minimum wages/salary** of this Agreement for the work they perform. Where the two positions are in the same stream, if the work in the higher classified position exceeds 75% of the total hours for which the employee is engaged, pursuant to **sub-clause 20.2**, the employer will pay the hourly rate applicable to the higher classification for all of the work performed.

**21. Payment of wages**

- 21.1** All monies payable will be paid:
  - (a) once each fortnight;

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

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

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

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

## **22. Overpayments**

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

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

the excess payments shall be a debt due by the employee to the School. In accordance with s324 of the Act, and, provided there is specific written authorisation by the employee, and without limiting other recovery action the School may take, the School may offset such payments against subsequent payments made to the employee.

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

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

## **23. Remuneration Packaging**

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

**23.2** For the purposes of this clause:

- (a) **‘Benefits’** means the benefits nominated by the employee from the benefits provided by the School and listed in **sub-clause 23.5**.

(b) **‘Benefit Value’** means the amount specified by the School as the cost to the School of the Benefit provided including Fringe Benefit Tax, if any.

(c) **‘Fringe Benefit Tax’** means tax imposed by the *Fringe Benefits Tax Act 1986* (Cth).

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

**23.4** The School may offer to provide and the employee may agree in writing to accept:

(a) the Benefits nominated by the employee; and

(b) a salary equal to the difference between the Benefit Value and the salary which would have applied to the employee or under **sub-clause 23.3**, in the absence of an agreement under this clause.

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

(a) superannuation;

(b) tuition fees

(c) other benefits offered by the School.

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

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

(a) any employee who takes paid leave on full pay shall receive the Benefits and salary referred to in **sub-clause 23.4**;

(b) if an employee takes leave without pay the employee will not be entitled to any Benefits during the period of leave;

(c) if an employee takes leave on less than full pay he or she shall receive:

(i) the Benefits; and

(ii) an amount of salary calculated by applying the formula:

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

where:

S = the salary determined by **sub-clause 23.4**

P = the percentage of salary payable during the leave

B = Benefit Value

A = Amount of salary.

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

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

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

## **24. Superannuation**

### **24.1 Superannuation legislation**

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

### **24.2 Employer contributions**

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

### **24.3 Voluntary employee contributions**

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



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

#### **24.4 Superannuation fund**

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

### **25. Supported wage and national training wage**

- 25.1** The provisions in relation to the supported wage system in Schedule C – Supported Wage System of the Award apply, provided that 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.
- 25.2** The provisions in relation to the national training wage system in clause 21.2 of the Award apply, provided that the wage rates will be calculated using the rates of pay contained in this Agreement instead of the minimum wage rates provided under the Award.

## Part 5—Hours of Work and Related Matters

### 26. Ordinary hours of work

**26.1** Subject to this clause, a full-time employee's ordinary hours of work will be 38 per week. The ordinary hours of work for a part-time or casual employee will be in accordance with **clause 12—Types of employment**.

**26.2** The ordinary hours of work in **sub-clause 26.1** may be averaged over a period of a fortnight or 4 weeks.

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

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

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

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

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

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

**26.6** Breaks between periods of duty

- (a) An employee will be entitled to a minimum break of 10 consecutive hours between the end of one period of duty and the beginning of the next. This applies in relation to both ordinary hours and where overtime is worked.
- (b) Where an employer requires an employee to continue or resume work without having a 10-hour break off duty, the employee is entitled to be absent from duty without loss of pay until a 10-hour break has been taken, or be paid at 200% of the ordinary rate of pay until released from duty.
- (c) The entitlements in **sub-clauses 26.6(a)** and **(b)** do not apply to:
  - (i) an employee who is provided with accommodation on the employer's premises or in the vicinity of the employer's premises;
  - (ii) an employee who is attending a school camp or excursion; or
  - (iii) an employee working a broken shift.

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

## 27. Rostered days off

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

- 27.1** The employee will work 152 hours over 19 days in each four week period with one rostered day off on full pay in each such period.
- 27.2** An employee will accrue 24 minutes for each eight hour day worked to give the employee an entitlement to take rostered days off.
- 27.3** Each day of paid leave taken by an employee (but not including long service leave, any period of stand-down, any public holiday or any period of absence for which workers compensation payments apply occurring during any cycle of four weeks) will be regarded as a day worked for the purpose of accruing an entitlement under **sub-clause 27.2**.
- 27.4** Rostered days off will not be regarded as part of the employee's annual leave for any purpose.
- 27.5** An employee will not be entitled to more than 12 rostered days off in any 12 months of consecutive employment.
- 27.6** An employee who is scheduled to take a rostered day off before having worked a complete four week cycle will be paid a pro rata amount for the time that the employee has accrued in accordance with **sub-clause 27.2**.
- 27.7** An employee whose employment is terminated in the course of a four week cycle will be paid a pro rata amount for the time that the employee has accrued in accordance with **sub-clause 27.2**.
- 27.8** Rostered days off will be determined by mutual agreement between the employer and the employee, having regards to the needs of the place of employment.
- 27.9** An employee will be advised by the employer at least four weeks in advance of the day on which the employee is to be rostered off duty.

## 28. Breaks

### 28.1 Meal break

An employee working more than five hours on a particular day will be entitled to an unpaid meal break of not less than 30 minutes and up to 1 hour no later than five hours after commencing work. The meal break shall be taken at a time mutually agreed upon between the School and the employee.

### 28.2 Rest break

- (a)** An employee is entitled to a rest break of 10 minutes, which will be counted as time worked, for each period of 3 hours worked, with a maximum of 2 rest breaks per shift. An employee and a school may agree to one rest break of 20 minutes in place of two 10 minute rest breaks. An employee in classroom support services working at least 3 hours is entitled to one rest break of 20 minutes counted as time worked

- (b) The rest break shall not be taken at the beginning or end of a shift, nor immediately before or after a meal break.
- (c) This clause does not apply to an employee working less than 3 hours.

### 28.3 Access to facilities

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

## 29. Shiftwork

### 29.1 Ordinary hours for shiftwork

The ordinary hours for shiftwork will:

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

### 29.2 Definitions

The following shift definitions apply:

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

### 29.3 Broken shifts

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

### 29.4 Rostering

- (a) For employees working to a roster, a roster showing normal starting and finishing times and the name of each employee will be prepared by the employer and will be displayed in a place conveniently accessible to the employees at least seven days before the commencement of the roster period.

- (b) An employee may be rostered to work on a Saturday, Sunday or public holiday and will be paid the appropriate penalty in accordance with **clause 30—Penalty rates**.
- (c) A roster may be altered by mutual consent at any time or by amendment of the roster by the employer on seven days' notice. Changes to regular rosters are subject to consultation in accordance with **Schedule D – Consultation**.
- (d) Notwithstanding **sub-clause 29.4(c)** a roster may be altered at any time to enable the functions of the employer to be carried out where another employee is absent from work due to illness or in an emergency. In such circumstances, unless agreed between the employer and the employee, an employee must be given 48 hours' notice of a change to a rostered shift. If 48 hours' notice is not provided, the employee will be entitled to a penalty of 50% of the ordinary time rate instead of any other penalty that may apply.
- (e) Where such alteration requires an employee to work on a day which would otherwise have been the employee's day off, the day off instead will be arranged by mutual consent.

## **30. Penalty rates**

### **30.1 Shiftwork**

- (a) Where an employee is required by the employer to work shiftwork the following penalty rates will apply:
  - (i) Afternoon shift and night shift will attract a penalty rate of 15% of the ordinary time rate.
  - (ii) A permanent night shift will attract a penalty rate of 30% of the ordinary time rate

### **30.2 Saturday and Sunday work**

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

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

## 31. Overtime

### 31.1 Overtime rates

- (a) Subject to **sub-clause 31.1(d)**, **subclause 26.5** and **subclause 31.2** an employee will be paid overtime for all authorised work performed outside of or in excess of the ordinary or rostered hours as follows:

Time worked	Overtime rate
Monday–Friday	150% of the ordinary hourly rate of pay for the first 3 hours and 200% of the ordinary hourly rate of pay after that
Saturday	150% of the ordinary hourly rate of pay for the first 3 hours and 200% of the ordinary hourly rate of pay after that
Sunday	200% of the ordinary hourly rate of pay
Public holidays	250% of the ordinary hourly rate of pay

- (b) Except that a nursing services employee rostered to work overtime on a Saturday or Sunday will be paid the ordinary time rate of pay plus a penalty of 50% of the ordinary time rate for all time worked.
- (c) Overtime will be calculated daily.
- (d) Employees classified and paid at levels 7 and 8 on the core scale or at Level 8 School Operational Services, shall not be entitled to the benefits of **clause 26 Ordinary hours of work**, and this **clause 31** for hours which do not constitute more than 15% of the employee's ordinary weekly hours of work, averaged over a period of four weeks. The salaries payable at these levels are inclusive of compensation for any overtime payment to which the employee would otherwise be entitled, for hours up to the 15% additional hours, averaged over four weeks.
- (e) An employee may refuse to work additional hours or overtime in circumstances where the working of such additional hours or overtime would result in the employee working hours which are unreasonable.
- (f) In determining whether additional hours are reasonable or unreasonable the following will be taken into account:
- (i) any risk to employee health and safety;
  - (ii) the employee's personal circumstances, including any family and carer's responsibilities;
  - (iii) the needs of the employer;
  - (iv) whether the employee is entitled to receive overtime payments, penalty rates or other compensation for, or a level of remuneration that reflects an expectation of working additional hours;
  - (v) the notice (if any) given by the employer to work the additional hours;
  - (vi) the notice (if any) given by the employee of his or her intention to refuse to work the additional hours;

- (vii) the usual patterns of work in school education;
- (viii) the nature of the employee's role and their level of responsibility;
- (ix) whether the additional hours are in accordance with the averaging terms in this Agreement; and
- (x) any other relevant matter.

**31.2** Time off instead of overtime payment

- (a) An employee and an employer may agree that the employee will be provided with time off instead of being paid for a particular amount of overtime required by the employer to be worked by the employee. Any such agreement shall be recorded in writing and state: that the employer and employee agree that the employee will be provided with time off instead of being paid for the overtime; the number of overtime hours to which it applies; and when those hours were worked, and shall be retained as an employee record.
- (b) Overtime taken as time off during ordinary time hours must be taken at the ordinary time rate, that is, an hour for each hour worked.
- (c) Time off must be taken:
  - (i) within the period of 6 months after the overtime is worked; and
  - (ii) at a time or times within that period of 6 months agreed by the employer and employee.
- (d) Where an employee and an employer have agreed to time off instead of an overtime payment under **sub-clause 31.2 (a)**, and such time has not been taken within the period of 6 months after the overtime is worked, an employer must pay the employee for the overtime, in the next pay period following those 6 months, at the overtime rate applicable to the overtime when worked.
- (e) An employee not covered by **sub-clause 31.2 (d)**, who works overtime and after working the overtime agrees to take time off instead of overtime, under this **sub-clause 31.2**, may request at any time to be paid for overtime covered by such an agreement, but not taken as time off. If the employee requests, the employer must pay the employee for the overtime, in the next pay period following the request, at the overtime rate applicable to the overtime when worked. For the avoidance of doubt, this does not apply to an agreement made by an employee, with an employer, to take time off instead of receiving payment for overtime, in conjunction with the employee agreeing to work the overtime.
- (f) If, on the termination of an employee's employment, time off for overtime worked by the employee to which this **sub-clause 31.2** applies has not been taken, the employer must pay the employee for the overtime worked at the overtime rate applicable to the overtime when worked.
- (g) An employee may, with the consent of the employer, take time off for overtime worked, in accordance with this **sub-clause 31.2**, for the purposes of carer's leave.



### 31.3 Make-up time

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

## Part 6—Leave and Public Holidays

### 32. Annual leave

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

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

**32.3** Where, in accordance with the requirements of the Act, annual leave is to be recredited this shall occur and the leave be deemed to be taken during the next available non-term weeks other than in the case of an employee who is not required to work during the relevant non-term period and is in receipt of averaged pay for that period pursuant to **clause 13.2**.

#### 32.4 Annual leave loading

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

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

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

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

#### 32.5 Paid leave in advance of accrued entitlement

(a) An employer may agree to allow an employee, whose pay is not averaged pursuant to **sub-clause 13.2** of this Agreement, to take annual leave either wholly or partly in advance before the employee has accrued an entitlement to the leave.

- (b) Such an agreement shall be in writing and:
  - (i) state the amount of leave to be taken in advance and the date on which leave is to commence; and
  - (i) be signed by the employer and employee and, if the employee is under 18 years of age, by the employee's parent or guardian.

Note: An example of the type of agreement required by this **sub-clause 32.5** is set out at **Schedule G.1 - Agreement to Take Annual Leave in Advance**. There is no requirement to use the form of agreement set out at **Schedule G.1**.

- (c) The employer shall keep a copy of any agreement under this **sub-clause 32.5 (c)** as an employee record.
- (d) Where paid leave has been granted to an employee in excess of the employee's accrued entitlement, and the employee subsequently leaves or is discharged from the service of the employer before completing the required amount of service to account for some or all of the leave provided in advance, with the authorisation of the employee, the employer may deduct from any remuneration payable to the employee upon termination of the employment an amount equal to the amount that was paid to the employee in respect of any part of the period of annual leave taken in advance to which an entitlement has not been accrued.

### **32.6 Annual Leave Loading on Termination**

Where the employment of an employee ceases for any reason, and at the time of the termination the employee has not been given and has not taken annual leave to which the employee became entitled, the employee shall be paid a loading calculated in accordance with **sub-clause 32.4**, for the period not taken.

### **32.7 Limited Cashing out of Annual Leave**

- (a) This **sub-clause 32.7** does not apply to an employee whose pay is averaged pursuant to **subclause 13.2**.
- (b) Paid annual leave must not be cashed out except in accordance with an agreement under this **sub-clause 32.7**.
- (c) A maximum of 2 weeks accrued, paid annual leave may be cashed out by an employee, whose pay is not averaged pursuant to **sub-clause 13.2** of this Agreement, with the agreement of their employer, in a 12 month period.
- (d) Any agreement to the cashing out of a particular amount of accrued paid annual leave by the employee must be in writing and must not result in the employee's remaining accrued entitlement to paid annual leave being less than 4 weeks.
- (e) Any such agreement must state:
  - (i) the amount of leave to be cashed out and the payment to be made to the employee for it; and
  - (i) the date by which the payment is to be made.

- (f) The agreement must be signed by the employer and employee and, if the employee is under 18 years of age, by the employee's parent or guardian.
- (g) The payment must not be less than the amount that would have been payable had the employee taken the leave at the time the payment is made, including annual leave loading.
- (h) The employer must keep a copy of any agreement under this **sub-clause 32.7** as an employee record.
- (i) If an employee cashes out an amount of annual leave under this sub-clause, the employee will no longer be entitled to the annual leave that they have cashed out.

Note: An example of the type of agreement required by this **sub-clause 32.7** is set out at **Schedule G.2 – Cashing Out Annual Leave**. There is no requirement to use the form of agreement set out at **Schedule G.2**.

### **32.8 Excessive Annual Leave Accruals**

- (a) An employee has an excessive leave accrual if the employee has accrued more than 8 weeks paid annual leave.
- (b) Where an employee has an excessive leave accrual the employer and/or employee may seek to confer with the other to seek to genuinely reach agreement regarding the reduction or elimination of the excessive leave accrual.
- (c) Where an employer or employee have genuinely sought but been unable to reach agreement with the other regarding the reduction or elimination of the excessive leave accrual the employer or the employee, as the case may be, may direct or require the other to take or grant annual leave as set out in **Schedule G.3 – Direction by Employer to Take Annual Leave where Excessive Annual Leave Accrual** and **Schedule G.4 - Request by Employee for Leave where Excessive Annual Leave Accrual**.

## **33. Personal/carer's leave and compassionate leave**

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

### **33.1 Base Personal Leave**

#### **(a) Entitlement**

An employee, with the exception of a casual employee, shall be entitled to ten (10) days paid Base Personal Leave per annum, or the applicable pro-rata thereof. Such entitlements shall be available in full from the commencement of each year of service.

**(b) Access to Base Personal Leave**

An employee may take paid Base Personal Leave if the leave is taken:

- (i) because the employee is not fit or able to work due to a personal illness, or personal injury, or unexpected personal emergency or domestic violence affecting the employee; or
- (ii) to provide care or support to a member of the employee's immediate family, or household member, and who requires care or support because of:
  - (A) a personal illness, or personal injury; or
  - (B) unexpected personal emergency; or
  - (C) domestic violence.

For the purposes of this clause an 'unexpected personal emergency' in paragraph (b)(i) is a circumstance that is unplanned, due to circumstances beyond the employee's control and is of an urgent and serious nature that requires the urgent attendance of the employee. The urgent circumstance must be of such a nature that it cannot be arranged outside of work time.

An 'unexpected personal emergency' in paragraph (b)(ii) 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.

- (iii) The entitlement to use Base Personal Leave in accordance with subclause (ii) is subject to:
  - (A) the employee being responsible for the care of the person concerned; and
  - (B) the person concerned being a member of the teacher's immediate family or household as defined in the Act.

*[Note: the Act defines "immediate family" (in s12) to mean a spouse, de facto partner, child, parent, grandparent, grandchild or sibling of the employee or child, parent, grandparent, grandchild or sibling of a spouse or de facto partner of the employee. "Household" is not defined.]*

**(c) Base Personal Leave Accumulation**

Untaken Base Personal Leave will accumulate from year to year as follows:

- (i) Untaken Base Personal Leave entitlements from the commencement of this Agreement shall accumulate from year to year with no maximum accumulation.

- (ii) For the purpose of this clause, Personal Leave accumulates from year to year only in respect of consecutive years of employment with the same employer and not otherwise.

### **33.2 Additional Personal Leave**

#### **(a) Entitlement**

An employee, with the exception of a casual employee, shall be entitled to five (5) days paid Additional Personal Leave, or the applicable pro-rata thereof. Such entitlements shall be available progressively in each year of service, PROVIDED THAT an employee in their first year of service with a school may request leave in advance up to the total entitlement of leave for that year. Such a request may not be unreasonably refused by the school.

#### **(b) Access to Additional Personal Leave**

An employee may take paid Additional Personal Leave if the leave is taken:

- (i) because the employee is not fit or able to work due to a personal illness, or personal injury or unexpected personal emergency, having the same meaning as **sub-clause 33.1 (b)(i)**, or domestic violence affecting the employee and all Base Personal Leave entitlements (both current year and accumulated) are extinguished; or
- (ii) to provide care or support to a member of the employee's immediate family, or household member, in the circumstances outlined in **sub-clause 33.1 (b)(ii)** when Personal Leave entitlements (both current year and accumulated) are extinguished, provided that the total leave taken under this sub-clause and **sub-clause 33.1 (b)(ii)** shall not exceed ten (10) days in any year of service.
- (iii) for up to one day in any one year for family purposes, such as moving house or other domestic emergency, subject to the operational needs of the School; or
- (iv) for the purposes of Concurrent Parental Leave in accordance with **sub-clause 34.3**.

#### **(c) Additional Personal Leave Accumulation**

Untaken Additional Personal Leave will accumulate from year to year as follows:

- (i) Untaken Additional Personal Leave entitlements from the commencement of this Agreement shall accumulate from year to year with a maximum accumulation of twenty-five (25) days leave, in addition to the entitlement in the current year.
- (ii) Additional Personal Leave which accrues to an employee in the employee's current year of service pursuant to **sub-clause 33.2 (a)** will be taken prior to the taking of any Additional Personal Leave which the employee has accumulated in accordance with this clause.

- (iii) For the purpose of this clause, Additional Personal Leave accumulates from year to year only in respect of consecutive years of employment with the same employer and not otherwise.

**33.3** Accumulated entitlements for existing employees at the commencement of this Agreement  
Untaken Personal Leave and Additional Sick Leave at the date of commencement of this Agreement will accumulate from year to year as follows:

- (a) Personal Leave (base sick leave) entitlements arising under the *A.C.T. Christian Schools General Staff Multi-Enterprise Agreement 2013 – 2017* **for the period after 9 September 2013 and as at the date of commencement of this Agreement**, shall accumulate indefinitely as untaken Base Personal Leave.
- (b) Additional Sick Leave entitlements arising under the *A.C.T. Christian Schools General Staff Multi-Enterprise Agreement 2013 – 2017*, that is **for the period after 9 September 2013 and as at the date of commencement of this Agreement**, shall be available as untaken Additional Personal Leave entitlements, provided that such leave shall be included in the calculation of the maximum accumulation of twenty-five (25) days pursuant to **sub-clause 33.2 (c)** (irrespective of the year in which it accrued).
- (c) Untaken sick leave (carried forward sick leave) determined in accordance with sub-clause 33.3 (a)(i) of the *A.C.T. Christian Schools General Staff Multi-Enterprise Agreement 2013 – 2017*, that is **prior to 9 September 2013**, shall accumulate indefinitely as untaken Base Personal Leave.

For the avoidance of doubt, no personal leave or sick leave, however named, accumulated prior to the commencement of this Agreement will accumulate or carry forward except as provided for in this **sub-clause 33.3**.

**33.4** Personal leave Evidentiary Matters

- (a) In accordance with the NES an employee must provide the School, if requested, with evidence that would satisfy a reasonable person that they are entitled to take Personal Leave. Without limiting this obligation, it is agreed that the following evidence may be required, if requested by the School, from an employee in order to be entitled to personal leave:
  - (i) **for absences of two consecutive days or more because of a personal illness or injury** - the production, other than in respect of the first three days absence due to illness or injury in any year, of a medical certificate addressed to the School, or, if the School requires, to the School Medical Officer.
  - (ii) **for absences of less than two consecutive days because of a personal illness or injury** – the notice of the absence provided by the employee, subject to **sub-clause (d)** below.
  - (iii) **for absences because of an unexpected personal emergency or domestic violence** – the provision of a statutory declaration, outlining the nature of the

unexpected personal emergency, or the fact of domestic violence, and that such circumstance prevented attendance at work.

(iv) **for absences to provide care or support because of a personal illness or injury** – production of a medical certificate or statutory declaration, of the illness or injury of the person concerned and that the illness or injury is such as to require care or support by the employee. Evidence may also be required that the person requiring care or support is a member of the employee’s immediate family or household.

(v) **for absences to provide care or support because of a personal emergency or domestic violence** - the provision of a statutory declaration, outlining the nature of the unexpected personal emergency, or the fact of domestic violence, and that such circumstance resulted in the person concerned requiring care or support by the employee. Evidence may also be required that the person requiring care or support is a member of the employee’s immediate family or household.

(b) Nothing in **sub-clause (a)** precludes:

- (i) a School from not requiring evidence in a particular circumstance, or as a matter of school policy, or
- (ii) an employee from providing other documentary evidence reasonably acceptable to the School.

(c) A medical certificate required under this clause may be provided by a person registered, or licensed, as a health practitioner under a law of a State or Territory that provides for the registration or licensing of health practitioners, provided the illness or injury is within the area of expertise of the practitioner.

(d) Where an employee has taken frequent single days of personal leave, or taken extended personal leave such that the School requires additional information in relation to the employee’s circumstances, then the School may take action in accordance with this subclause.

(i) The School may arrange a meeting in order to clarify the position with the employee. The invitation to the employee to attend the meeting shall be in writing (signed by the Principal or the Principal’s delegate) with sufficient notice for the employee to be reasonably able to attend the meeting. The invitation shall also refer to the provisions of this clause and shall indicate the grounds for the School’s concern about personal leave taken by the employee. The School shall invite the employee to respond verbally at the meeting to the issues raised by the School. An employee shall not unreasonably fail to attend such a meeting where invited so to do by the School.

(ii) After consideration of the employee’s response, the School may

- a. require further evidence of illness; and/or
- b. require the employee to provide a medical certificate from a medical practitioner nominated by the School (at the School’s cost in relation to any net amount payable by the employee) in relation to the likely period of

absence or to establish only eligibility for personal leave (and no other information); and/or

- c. discuss with the employee any other action.
- (iii) Where an employee fails to attend a meeting as requested by the School pursuant to paragraph (i) of this sub-clause and does not provide a reasonable explanation for such failure, or does not provide further evidence of illness as outlined in paragraph (ii) of this sub-clause, then the School may cease payment of personal leave if the School has reasonable grounds for a belief that the employee is not entitled to personal leave for that absence.
- (iv) The employee may, if a member of the union, request that any matter pursuant to this clause be discussed at any stage between the union and the representative of the School.
- (v) Where an employee is unable to carry out their normal duties due to illness or injury for a period of four or more weeks, a school may require the employee to provide, from the employee's treating health practitioners (at the School's cost in relation to any net amount payable by the employee), additional information regarding the employee's capacity for work and fitness to perform work safely, including, but not limited to: the employee's condition and treatment; the effect of the condition on the employee's capacity to perform their usual work or any work safely (including any limitations or medically imposed restrictions); and the treating health practitioner's prognosis for recovery including relevant timeframes for a return to work. The School may also arrange for the employee to attend a medical examination with a health practitioner nominated by the School (at the School's cost in relation to any net amount payable by the employee) to report on and inform it of these matters. The employee must give the treating health practitioner(s) and/or examining health practitioner any consent required to enable the provision of such information to the School.

### **33.5 General Requirements for Personal Leave**

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



### **33.6 Compassionate leave entitlement**

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

### **33.7 Unpaid Leave for Casual Staff**

Subject to the requirements of the Act and NES casual staff may have access to unpaid Carer's Leave or Unpaid Compassionate Leave.

## **34. Parental leave**

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

For the purposes of this clause:

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

### **34.1 General**

An employee is entitled to take unpaid parental leave in accordance with the provisions of the Act and subject to the limitations and conditions, including notification requirements, contained in that Act. Without limiting the operation of this clause, an employee must have 12 months continuous service to be eligible for parental leave under the Act.

### **34.2 Maternity Leave**

- (a)** An employee who gives birth to a child and takes unpaid parental leave under the provisions of the Act shall be entitled to up to fourteen weeks paid maternity leave provided that the employee has given a firm indication as to her intention regarding her return, or otherwise, to work at the conclusion of maternity leave.
- (b)** The amount of the paid maternity leave for an employee who takes leave shall be fourteen weeks or such lesser period as is equal to the period of parental leave taken by the employee. For the avoidance of doubt this payment shall be in addition to the amount, if any, an employee receives under the PPL scheme.
- (c)** The period of paid leave shall be inclusive of non-term periods falling within the 14 weeks.
- (d)** Paid maternity leave shall commence no earlier than one term prior to the expected date of birth.
- (e)** The school may deduct payment for any absence of the employee (to which the employee, but for this clause, would have been entitled under **Clause 24.1** to sick leave) in the period of four calendar weeks prior to the expected date of birth from the payment of paid maternity leave to which the employee is entitled pursuant to the clause.

- (f) Where an employee gives birth to a second or subsequent child following an earlier period of maternity leave and has not returned to work for a period of two school terms, or such lesser period as may be agreed to by the school, before the birth of the second or subsequent child, the employee will not be entitled to paid maternity leave. However, the employee will remain entitled to unpaid parental leave in accordance with the Act.
- (g) The employee must be paid at the rate the employee was paid at the time of commencing leave exclusive of changes brought about to the employee's workload for reason of pregnancy.
- (h) The employee may elect to be paid the maternity leave:

  - (i) at full pay at the usual times and intervals that other employees are paid at the school, or
  - (ii) at half pay at the usual times and intervals that other employees are paid at the school, or
  - (iii) as a lump sum in advance, giving one month's notice, or
  - (iv) as otherwise agreed in writing with the school.
- (i) The employer must pay the first or lump sum payments at the pay period commencing closest to;

  - (i) six weeks before the anticipated date of birth, or
  - (ii) if birth occurs before the time referred to in (i), the date of the birth; or
  - (iii) if the employee has not commenced maternity leave at the time referred to in (i), when the employee commences leave.
- (j) If An employee's pregnancy is terminated other than by the birth of a living child:

  - (i) more than 20 weeks before the anticipated date of birth the employee is not entitled to the payment;
  - (ii) less than 20 weeks before the anticipated date of birth the employee is entitled to the payment while she remains on leave.
- (k) The period of unpaid parental leave will not count as a period of service under this agreement or any statute. For the avoidance of doubt this includes the period, if any, during which an employee receives payments under the PPL scheme. The period of up to fourteen weeks paid maternity leave provided for in this agreement will count as a period of service under this agreement and any statute.
- (l) An employee must give notice of the intention to take leave and provide other notices and documentation in accordance with the provisions of the Act (and in particular, s74).

### 34.3 Concurrent Parental Leave (including former Paternity Leave)

- (a) An employee who is entitled to take unpaid parental leave pursuant to s71 or s72 of the Act and who applies to take concurrent parental leave pursuant to s72(5) of the Act will be entitled to choose to take this leave as unpaid leave or to take two weeks paid carer's leave commencing on the day of birth of the child, or on the day on which the child or mother of the child leaves hospital following the birth, or in the case of an adoption, from the date of placement of the child.
- (b) Any carer's leave taken in accordance with this clause shall be deducted from the additional personal leave entitlement of the employee.
- (c) A period of paid carer's leave will count as a period of service under this Agreement pursuant to the provisions applying to carer's leave in the Act.
- (d) An employee must give notice of the intention to take parental leave and provide other notices and documentation as required by the provisions of the Act.
- (e) An employee who receives two weeks 'Dad and Partner' pay under the PPL Scheme during the 3 week period of concurrent parental leave available under the Act may only take one week of paid carer's leave (as the employee must be on unpaid leave to receive the 'Dad and Partner' pay).

### 34.4 Adoption Leave and Adoption Bonus

- (a) Subject to this clause an employee who takes unpaid adoption leave under the provisions of the Act shall be entitled to up to 14 weeks paid adoption leave provided that the employee has given a firm indication as to his or her intention regarding his or her return, or otherwise, to work at the conclusion of the adoption leave.
- (b) Notwithstanding the provisions of the Act a School may allow an employee to take adoption leave under the provisions of the Act in advance where a child or young person is placed with a person in accordance with the *Adoption Act 1993* (ACT).
- (c) The amount of the paid adoption leave for an employee who takes leave shall be 14 weeks or such lesser period as is equal to the period of adoption leave taken by the employee. For the avoidance of doubt this payment shall be in addition to the amount, if any, an employee receives under the PPL scheme. Only one parent shall be entitled to paid adoption leave under this agreement in relation a particular child.
- (d) The period of paid leave shall be inclusive of non-term periods falling within the 14 weeks.
- (e) Where an employee adopts a second or subsequent child following an earlier period of adoption leave and has not returned to work for a period of 2 school terms, or such lesser period as may be agreed to by the school, before the adoption of the second or subsequent child, the employee will not be entitled to paid adoption leave. However, the employee will remain entitled to unpaid adoption leave in accordance with the Act.
- (f) The employee must be paid at the rate the employee was paid at the time of commencing leave for the period of paid adoption leave.
- (g) The period of unpaid adoption leave will not count as a period of service under this agreement or any statute. For the avoidance of doubt this includes the period, if any, during which an employee receives under the PPL scheme. The period of up to 14

weeks paid adoption leave provided for in this agreement will count as a period of service under this agreement and any statute.

- (h) An employee must give notice of the intention to take leave and provide other notices and documentation in accordance with the provisions of the Act (and in particular, s74).

### **34.5 Right to Request**

This clause of the Agreement provides agreement specific details and supplements the NES which deals with requests for flexible working arrangements and extensions to parental leave. Nothing in this clause should be read to limit the operation of s65 of the Act.

- (a) An employee entitled to parental leave may request a school to allow the employee:
  - (i) to extend the period of simultaneous (concurrent) unpaid parental leave up to a maximum of 8 weeks;
  - (ii) to extend the period of unpaid parental leave for a further continuous period of leave not exceeding 12 months;
  - (iii) to return from a period of parental leave on changed working arrangements;to assist the employee in reconciling work and parental responsibilities, so long as the child is under school age, or, if the child has a disability, under the age of 18.
- (b) The school shall consider the request having regard to the employee's circumstances and, provided the request is genuinely based on the employee's parental responsibilities, may only refuse the request on reasonable grounds related to the effect on the workplace or the school's business. Such grounds might include cost, lack of adequate replacement staff, loss of efficiency and the impact on the provision of educational services.
- (c) The employee's request and the school's response (decision) must be recorded in writing.
- (d) Where an employee wishes to make a request under subparagraph 34.5(a)(iii) , such a request must be made as soon as possible before the date upon which the employee is due to return to work from parental leave.

### **34.6 Communication during Parental Leave**

- (a) Where an employee is on parental leave and a definite decision has been made to introduce significant change at the workplace, the school shall take reasonable steps to:
  - (i) make information available to the employee in relation to any significant effect the change will have on the status, responsibility level, pay or location of the position the employee held before commencing parental leave; and
  - (ii) provide an opportunity for the employee to discuss any significant effect the change will have on the status, responsibility level, pay or location of the position the employee held before commencing parental leave.
- (b) The employee shall take reasonable steps to inform the school about any significant matter that will affect the employee's decision regarding the duration of parental leave

to be taken, whether the employee intends to return to work and whether the employee intends to request to return to work on a part-time basis.

- (c) The employee shall also notify the school of changes of address or other contact details which might affect the school's capacity to comply with this clause.

## 35. Long Service Leave

### 35.1 General Provisions

Except in so far as expressly varied by the provisions of this clause, the provisions of the *Long Service Leave Act 1976* (ACT), shall apply to employees employed under this Agreement unless the *Long Service Leave (Portable Schemes) Act 2009* (ACT) applies to that employee.

### 35.2 Quantum of Leave

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

- (a) In the case of an employee who has completed at least 7 years' service with the same School:
- (i) in respect of the first ten years of service so completed, 13 weeks; and
  - (ii) in respect of each additional completed year of service with the same employer, 2 weeks.
- (b) In the case of an employee who has completed with the School 5 years' service, and whose services are:
- (i) terminated by the School for any reason; or
  - (ii) cease for any other reason (including resignation by the Employee),

a proportionate amount on the basis of 13 weeks for 10 years' service [such service to include service with the School as an adult and otherwise than as an adult].

### 35.3 Calculation of Accrued Entitlement

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

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

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

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

Service prior to 2 February 1999	The amount calculated on the basis of the <i>Long Service Leave Act</i>  or  The amount calculated on the basis of the arrangements operating in the School for the period prior to 2 February 1999, whichever is the greater
Service from 2 February 1999 to 1 February 2002	1.3 weeks per year up to 10 years' service (ie 13 weeks long service leave for 10 completed years of service)  1.3 weeks per year for each year of service in excess of 10 years' service
Service from 1 February 2002 to the commencement of this Agreement	1.3 weeks per year up to 10 years' service (ie 13 weeks long service leave for 10 completed years of service)  2.0 weeks per year for each year of service in excess of 10 years' service

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

Service prior to 23 December 2011	The amount calculated on the basis of the <i>Long Service Leave Act</i>  or
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	The amount calculated on the basis of the arrangements operating in the School for the period prior to the commencement of this Agreement, whichever is the greater
Service from 23 December 2011 to the commencement of this Agreement	1.3 weeks per year up to 10 years' service (ie 13 weeks long service leave for 10 completed years of service)  2.0 weeks per year for each year of service in excess of 10 years' service

#### 35.4 Conditions of taking leave

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

#### 35.5 Long Service and Public Holidays

- (a) Any long service leave shall be exclusive of any public holidays falling within the period of such leave.
- (b) Non-term week or days which the employee is not normally required to work and which fall within the period of long service leave shall not be charged against long service leave. In this case, where the employee's pay is not averaged pursuant to **sub-clause 13.2**, such non-term weeks or days shall not be paid unless otherwise agreed between the employee and the school.

#### 35.6 Continuous Service

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

#### 35.7 Payment in Lieu of Long Service Leave

- (a) Payment in lieu of Long Service Leave Generally
  - (i) A employee with 10 years' continuous service with the school may cash out an amount of accrued but untaken long service leave that exceeds the amount of long service leave that the employee would have accrued if the rate of accrual in the Act applied to the employee's employment (the additional long service leave), on the following basis:

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

## 36. Christian Schools Portable Long Service Leave Scheme

### 36.1 Definitions

- (a) "Previous Employer" means the employer of the employee prior to the employee commencing employment with the School.
- (b) "New Employer" means a school at which the employee has been offered and accepted employment.
- (c) "Long Service Leave Accrual" means as at the date of termination of employment the amount of entitlement to be paid in lieu of long service leave in accordance with **sub-clause 35.2(b)** of this Agreement and *the Long Service Leave Act 1976*;
- (d) "Transferred Amount" means where the employee elects for the Long Service Leave Accrual to be transferred to a New Employer the amount of the payment transferred.
- (e) "New Employer LSL Accrual" means the amount of long service leave accrued by the employee with the New Employer calculated in accordance with the scale of accrual set out in **sub-clause 35.2(a)** taking into account the deemed service in accordance with **sub-clause 36.2(b)**;
- (f) "Transferred LSL Accrual" means the Transferred Amount divided by the employee's rate of pay with the New Employer at the date of the calculation.



**36.2** Employees transferring an entitlement from a previous employer

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

- (b) Deemed Service with the School

For the purposes only of:

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

Where:

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

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

- (c) Calculation of Long Service Leave Entitlements

Subject to **sub-clause 36.2 (b)**, the amount of long service leave to which an employee is entitled at a particular point in time in accordance with the Portable Long Service Leave Scheme, is to be determined in accordance with the following formula:

**New Employer LSL Accrual + Transferred LSL Accrual**

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

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

- (i) the employee has completed at least 10 years service (including both actual service with the School and deemed service with the School in accordance with **sub-clause 36.2 (b)**); and
- (ii) the employee has been employed by the New Employer for at least 5 years, subject to **sub-clause 36.2 (e)**; and
- (iii) the employee has accrued sufficient long service leave (calculated on the basis of **sub-clause 36.2 (c)**) to take leave of at least one school term, subject to **sub-clause 36.2 (e)**.

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

Despite **sub-clauses 36.2 (d)(i), 36.2 (d) (ii) and 36.2 (d) (iii)** and subject to **sub-clause 0**, an employee may commence to take long service leave earlier than the time prescribed in **sub-clause 36.2 (d)** or which is less than one term with the agreement of the New Employer.

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

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

- (g) Interest if Long Service Leave not taken

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

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

where:

P = the amount of the payment due

T = the Transferred Amount

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

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

### 36.3 Employees transferring an entitlement to a New Employer

This clause applies to an employee:

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

### 36.4 Election regarding Long Service Leave Accrual

- (a) Subject to **subclause 36.4(b)** an employee who satisfies the requirements in **subclause 36.3** may elect for the School to either:
  - (i) pay the Long Service Leave Accrual to the Employee as a lump sum payment or;
  - (ii) pay the Long Service Leave Accrual to the New Employer.
- (b) The School must notify the employee of their right to make an election in accordance with **subclause 36.4(a)** at least three weeks before the date of termination of the employee's employment with the School, if practicable.
- (c) For the purpose of **subclause 36.4(a)**, an employee must notify the School of their election at least one week prior to the termination of the employee's employment with the School (or such later time if agreed by the School) in writing.

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

### 37. **Employees covered by the *Long Service Leave (Portable Schemes) Act 2009* (ACT)**

- (a) Where an employee is covered by the *Long Service Leave (Portable Schemes) Act 2009* the School shall make the required payments to discharge its obligations under that Act.
- (b) In the case of an employee who takes long service leave in accordance with the *Long Service Leave (Portable Schemes) Act 2009* (ACT), the payment due in respect of service with the school pursuant to Clauses 35 or 36 of this Agreement, shall be inclusive of the payment due pursuant to the *Long Service Leave (Portable Schemes) Act 2009* (ACT) in respect of service with the school.
- (c) In determining the quantum of leave in accordance with **Clause 35.2** of this Agreement, only service with the school will be counted as service, subject to **Clause 36.2 (b)**.

Note that the employee may also have an entitlement to take long service leave pursuant to the *Long Service Leave (Portable Schemes) Act 2009* (ACT) which may recognise service not taken into account in determining the quantum of leave under this Agreement.

### 38. **Community service leave**

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

- (a) A full time or part-time employee required to attend for jury service during ordinary working hours shall be provided with leave for this purpose.

- (b) An employee required to attend for jury duty must apply for payment of a jury attendance fee (or jury allowance) for such duty. An employee required to attend for jury duty must not fill in a statutory declaration or other form to the effect that the employer will continue to pay the employee's normal pay while on jury duty.
- (c) Subject to **sub-clause (b)** above, the school will pay the employee the difference between the allowance or payment received by the employee for such jury service and the pay that the employee would otherwise have received for work at the school over the period of the jury service.
- (d) As a matter of practice, the school may make a payment to the employee representing the employee's full pay for the period, in which case the employee shall be required to reimburse to the school any monies payable to the employee for such attendance on jury service (excluding reimbursement of expenses) which required the employee's absence from the school.
- (e) The employee shall notify the employer as soon as possible of the date upon which he or she is required to attend for jury service. The employee shall provide to the employer a copy of the summons to attend jury duty and a record of payments received as proof of attendance.

### **39. Examination Leave**

An employee (other than a casual employee) who, for the purposes of furthering training which is relevant to their employment, enrolls in any course approved by the School at a registered higher education institution or registered training organisation, will be granted leave:

- (a) with pay on the day of any examination, not being a "take-home" type examination, required in the course; and
- (b) without pay for the purpose of attending any compulsory residential school which is a part of such course.

### **40. Public holidays**

**40.1** Public holidays are provided for in the NES.

**40.2** Payment for work on a public holiday

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

**40.3** Substitution of public holidays

- (a) By agreement between the employer and the majority of employees, an alternative day may be taken as a public holiday instead of any of the days specified by the NES. The agreement will be recorded in writing and made available to every affected employee.
- (b) Where substitution is agreed, the substituted day will be the public holiday for all purposes of this Agreement.

## Schedule A—Monetary Rates

Table 1A – Annual Rates of Salary – Core Scale

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

Classification Level	Step	Core Scale				
		Annual rates from the first full pay period on or after 1 July 2017 \$ (2.0%)	Annual rates from the first full pay period on or after 1 July 2018 \$ (2.0%)	Annual rates from the first full pay period on or after 1 July 2019 \$ (2.25%)	Annual rates from the first full pay period on or after the commencement of the agreement after 1 July 2019 \$ (1.0%)	Annual rates from the first full pay period on or after 1 July 2020 \$ (2.5%)
Level 1	Step 1	54,659	55,752	57,006	57,576	59,015
	Step 2	56,251	57,376	58,667	59,254	60,735
	Step 3	57,841	58,997	60,324	60,927	62,450
	Step 4	59,427	60,615	61,979	62,599	64,164
Level 2	Step 1	61,412	62,640	64,049	64,689	66,306
	Step 2	63,108	64,370	65,818	66,476	68,138
	Step 3	64,804	66,100	67,587	68,263	69,970
	Step 4	66,498	67,827	69,353	70,047	71,798
Level 3	Step 1	67,371	68,718	70,264	70,967	72,741
	Step 2	69,064	70,445	72,030	72,750	74,569
	Step 3	70,759	72,174	73,798	74,536	76,399
	Step 4	72,536	73,986	75,651	76,408	78,318
Level 4	Step 1	74,122	75,604	77,305	78,078	80,030
	Step 2	75,710	77,224	78,962	79,752	81,746
	Step 3	77,301	78,847	80,621	81,427	83,463
	Step 4	78,886	80,463	82,273	83,096	85,173
Level 5	Step 1	80,302	81,908	83,751	84,589	86,704
	Step 2	82,075	83,716	85,600	86,456	88,617
	Step 3	83,657	85,330	87,250	88,123	90,326
	Step 4	85,245	86,949	88,905	89,794	92,039
Level 6	Step 1	86,952	88,691	90,687	91,594	93,884
	Step 2	88,689	90,462	92,497	93,422	95,758
	Step 3	90,464	92,273	94,349	95,292	97,674
	Step 4	92,273	94,118	96,236	97,198	99,628
Level 7	Step 1	94,118	96,000	98,160	99,142	101,621
	Step 2	96,000	97,920	100,123	101,124	103,652
	Step 3	97,920	99,878	102,125	103,146	105,725
	Step 4	99,877	101,874	104,166	105,208	107,838
Level 8	Step 1	101,876	103,913	106,251	107,314	109,997
	Step 2	103,914	105,992	108,377	109,461	112,198
	Step 3	105,991	108,110	110,542	111,647	114,438
	Step 4	108,111	110,273	112,754	113,882	116,729

**Table 1B – Annual Rates of Salary –School Operational Services Stream**

Classification Level	Step	School Operational Services Stream				
		Annual rates from the first full pay period on or after 1 July 2017 \$ (2.0%)	Annual rates from the first full pay period on or after 1 July 2018 \$ (2.0%)	Annual rates from the first full pay period on or after 1 July 2019 \$ (2.25%)	Annual rates from the first full pay period on or after the commencement of the agreement after 1 July 2019 \$ (1.0%)	Annual rates from the first full pay period on or after 1 July 2020 \$ (2.5%)
Level 1	Step 1	38,480	39,249	40,132	40,533	41,546
	Step 2	39,526	40,316	41,300	41,713	42,756
	Step 3	40,572	41,560	42,800	43,228	44,309
	Step 4	41,619	42,451	43,406	43,840	44,936
Level 2	Step 1	42,663	43,516	44,495	44,940	46,064
	Step 2	43,711	44,585	45,588	46,044	47,195
	Step 3	44,755	45,650	46,677	47,144	48,323
	Step 4	45,804	46,720	47,771	48,249	49,455
Level 3	Step 1	46,852	47,789	48,864	49,353	50,587
	Step 2	47,892	48,849	49,948	50,447	51,708
	Step 3	48,939	49,917	51,040	51,550	52,839
	Step 4	49,941	50,939	52,085	52,606	53,921
Level 4	Step 1	51,033	52,053	53,224	53,756	55,100
	Step 2	52,076	53,117	54,312	54,855	56,226
	Step 3	53,123	54,185	55,404	55,958	57,357
	Step 4	54,169	55,252	56,495	57,060	58,487
Level 5	Step 1	55,689	56,802	58,080	58,661	60,128
	Step 2	57,211	58,355	59,668	60,265	61,772
	Step 3	58,733	59,907	61,255	61,868	63,415
	Step 4	60,254	61,459	62,842	63,470	65,057
Level 6	Step 1	61,775	63,010	64,428	65,072	66,699
	Step 2	63,297	64,562	66,015	66,675	68,342
	Step 3	64,819	66,115	67,603	68,279	69,986
	Step 4	66,336	67,662	69,184	69,876	71,623
Level 7	Step 1	67,371	68,718	70,264	70,967	72,741
	Step 2	69,064	70,445	72,030	72,750	74,569
	Step 3	70,759	72,174	73,798	74,536	76,399
	Step 4	72,536	73,986	75,651	76,408	78,318
Level 8	Step 1	74,122	75,604	77,305	78,078	80,030
	Step 2	75,710	77,224	78,962	79,752	81,746
	Step 3	77,301	78,847	80,621	81,427	83,463
	Step 4	78,886	80,463	82,273	83,096	85,173

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

Classification Level	Step	Annual rates from the first full pay period on or after 1 July 2017 \$ (2.0%)	Annual rates from the first full pay period on or after 1 July 2018 \$ (2.0%)	Annual rates from the first full pay period on or after 1 July 2019 \$ (2.25%)	Annual rates from the first full pay period on or after the commencement of the agreement after 1 July 2019 \$ (1.0%)	Annual rates from the first full pay period on or after 1 July 2020 \$ (2.5%)
Level 1	Step 1	40,572	41,560	42,800	43,228	44,309
Level 2	Step 1	40,572	41,880	43,150	43,582	44,672
	Step 2	41,619	43,190	44,500	44,945	46,069
Level 3	Step 1	42,663	43,730	45,050	45,501	46,639
	Step 2	43,711	44,585	45,850	46,309	47,467
	Step 3	44,755	45,650	46,677	47,144	48,323
	Step 4	45,804	46,720	47,771	48,249	49,455
Level 4	Step 1	48,939	49,917	51,040	51,550	52,839
	Step 2	49,941	50,939	52,085	52,606	53,921
Level 5	Step 1	53,123	54,185	55,404	55,958	57,357
	Step 2	54,169	55,252	56,495	57,060	58,487
Level 6	Step 1	58,733	59,907	61,255	61,868	63,415
	Step 2	60,254	61,459	62,842	63,470	65,057
Level 7	Step 1	61,775	63,010	64,428	65,072	66,699
	Step 2	63,297	64,562	66,015	66,675	68,342
	Step 3	65,334	66,640	68,139	68,820	70,541
Level 8	Step 1	67,371	69,200	71,275	71,988	73,788
	Step 2	69,064	70,445	72,030	72,750	74,569

**Table 2 - Allowances**

		Allowance from the first full pay period on or after	
Clause No.	Brief Description	Date of Commencement of this Agreement \$	1-Jul-20 \$
18.2	First Aid & medication allowance (per day)	3.60	3.70
18.3	Meal Allowance during overtime work (per meal)	16.50	17.00
18.5	Tool allowance		
	Carpenter or joiner (per week)	30.50	31.00
	Other trades (per week)	16.50	17.00
18.6	Uniform/protective clothing Allowance		
	Per day	2.10	2.10
	Per week	10.50	10.50
18.6	Laundry Allowance		
	Per day	0.40	0.40
	Per week	2.00	2.00
18.7	Vehicle (Own Car) Allowance:		
	Motor car per km (max 400kms)	0.78	0.78
	Motorcycle per km (max 400kms)	0.26	0.26



## Schedule B — Classifications

### B.1 Definitions

#### B.1.1 Definition 1: Supervision

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

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

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

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

#### B.1.2 Definition 2: Qualifications

Within the Australian Qualifications Framework:

**(a) Year 12**

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

**(b) Trade certificate**

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

**(c) Post-trade certificate**

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

**(d) Certificates I and II**

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

**(e) Certificate III**

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

**(f) Certificate IV**

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

**(g) Diploma**

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

**(h) Advanced diploma**

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

**(i) Degree**

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

**(j) Postgraduate degree**

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

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

**B.1.3 Definition 3: Classification dimensions**

**(a) Competency**

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

**(b) Judgment, independence and problem solving**

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

**(c) Level of supervision**

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

**(d) Training level or qualifications**

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

**(e) Occupational equivalent**

Examples of occupations typically falling within each classification level.

**(f) Typical activities**

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

**B.2 Classifications**

**B.2.1 Level 1**

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

**(a) Competency**

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

**(b) Judgment, independence and problem solving**

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

**(c) Level of supervision**

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

**(d) Training level or qualifications**

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

**(e) Typical activities**

**(i) School support services grade 1**

- Providing general assistance of a supportive nature to teachers, as directed
- Assisting student learning, either individually or in groups, under the direct supervision of a higher level general employee or a teacher
- Assisting with the collection, preparation and distribution of classroom materials
- Assisting with clerical duties associated with normal classroom activities, e.g. student records, equipment records, etc.

- Assisting teachers with the care of students on school excursions, sports days and other classroom activities
- *Occupational equivalent:* teacher aide/assistant, integration aide/assistant

**(ii) Preschool/childcare services grade 1**

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

**(iii) School administration services grade 1**

- Performing a range of general clerical duties at a basic level, for example, filing, handling mail, maintaining records, data entry
- Operating routine office equipment, such as a computer, photocopier, scanner, facsimile, binding machine, guillotine, franking machine, calculator, etc.
- Performing a reception function, including providing information and making referrals in accordance with school procedures
- Carrying out minor cash transactions including receipting, balancing and banking
- Monitoring and maintaining stock levels of stationery/materials within established parameters, including reordering
- *Occupational equivalent:* clerical assistant, data entry operator, front desk/reception assistant

**(iv) School operational services grade 1**

- Performing general labouring tasks
- Performing general gardening tasks, including preparing grounds and undertaking planting
- Performing horticultural duties in areas such as sports playing fields, garden maintenance and foliage control
- Performing basic gardening and outdoor maintenance
- Performing basic maintenance

- Performing a range of industrial cleaning tasks
- Moving furniture and equipment
- Assisting in a school retail facility, such as a canteen, uniform shop or book shop
- Assisting trades personnel with manual duties
- Taking general care of school vehicles, including driving buses for less than 25 passengers
- Undertaking elementary food preparation and cooking duties, cleaning and tidying the kitchen and its equipment
- Performing gardening duties such as the planting and trimming of trees, sowing, planting and cutting of grass and the watering of plants, gardens, trees, lawns and displays
- Removing cuttings, raking leaves, cleaning/emptying litter bins, cleaning gutters/drains/culverts
- Performing routine maintenance of turf, synthetic, artificial and other play surfaces
- Performing non-trade tasks incidental to the employee's work
- Performing general laundry duties
- Performing minor repairs to linen or clothing such as buttons, zips, seams and working with flat materials
- Cleaning, dusting and polishing in classrooms or other public areas of the school
- Making and/or serving morning/afternoon tea, including washing up and other duties in connection with such work other than meals/refreshments in the school's main dining area
- *Occupational equivalent:* cleaner, kitchen assistant, laundry assistant, grounds/maintenance assistant, retail assistant, bus driver, handyperson, attendant, trades assistant

#### **B.2.2 Level 2**

An employee at this level performs work above and beyond the skills of an employee at Level 1.

##### **(a) Competency**

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

**(b) Judgment, independence and problem solving**

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

**(c) Level of supervision**

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

**(d) Training level or qualifications**

Level 2 duties typically require:

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

**(e) Typical activities**

**(i) School support services grade 2**

- Providing assistance with the educational program where limited discretion and judgment and/or specific skills are involved
- *Occupational equivalent:* teacher aide/assistant, integration aide/assistant
- Performing a range of basic library transactions, including processing, cataloguing and accessioning books, stocktaking, preparing display materials, using circulation systems, general photocopying and related clerical tasks
- Maintaining, controlling, operating and demonstrating the use of audio-visual equipment, where there is limited complexity, including assisting with audio and video recording
- Maintaining booking and repair/replacement systems for equipment
- Maintaining catalogues of recorded programs in accordance with established routines, methods and procedures
- Maintaining equipment and materials
- Caring for fauna and flora
- Preparing teaching aids under direction
- Preparing standard solutions and less complex experiments

- Assisting students and teachers to use the catalogue and/or locate books and resource materials
- Explaining the function and use of library and library equipment to students
- Under direction, assisting teaching staff to take story groups
- Searching and identifying fairly complex bibliographic material organising inter-library loans
- Answering ready references inquiries
- Operating a wide range of audio-visual or computer equipment
- Demonstrating and explaining the operation of audio-visual, computer and other similar equipment
- Providing technical support to teachers
- Recording materials by means of sound and photographic equipment, etc.
- Evaluating and making recommendations for the purchase of technical or computer equipment
- Implementing measures for proper storage control and handling or disposal of dangerous or toxic substances
- Culturing, preparing for use and being responsible to the relevant manager for the security of bacterial, viral or other like substances
- Ordering supplies and materials
- Within a defined range of contexts, where the choice of actions is clear, maintaining scientific equipment, materials and specimens
- Assisting with the design/demonstration of experiments and scientific equipment, as directed
- *Occupational equivalent:* library assistant, laboratory assistant, technology centre assistant

**(ii) Preschool/childcare services grade 2**

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

- *Occupational equivalent:* childcare assistant

**(iii) Wellbeing services grade 1**

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

**(iv) School administration services grade 2**

- Performing duties involving the inward and outward movement of mail, keeping, copying, maintaining and retrieving records, straightforward data entry and retrieval
- *Occupational equivalent:* clerical assistant

**(v) School operational services grade 2**

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

**B.2.3 Level 3**

An employee at this level performs work above and beyond the skills of an employee at Level 2.

**(a) Competency**

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



**(b) Judgment, independence and problem solving**

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

**(c) Level of supervision**

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

**(d) Training level or qualifications**

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

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

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

**(e) Typical activities**

**(i) School support services grade 3**

- Undertaking some responsibility for other employees in the work area
- Providing assistance or guidance to other employees in the work area
- Liaising between the school, the student and the student's family where some discretion and judgment are involved
- Assisting student learning, where some discretion and judgment is involved, including evaluation and assessment, under the supervision of a teacher, of the learning needs of students
- *Occupational equivalent:* student services co-ordinator
- Undertaking some responsibility for other employees in the work area
- Providing assistance or guidance to other employees in the work area
- Providing technical assistance in the operation of a library, laboratory, or technology centre, where some discretion and judgment are involved
- Preparing descriptive cataloguing for library materials
- Supervising the operation of circulation systems
- Answering reference and information inquiries, other than ready reference
- Assisting in evaluating and selecting equipment and supplies

- Providing guidance in the use of information systems
- Producing resource materials, e.g. multi-media kits, video and film clips
- Teaching audio-visual, computer and other technical skills to students and teachers
- Searching and verifying bibliographical data where some judgment and discretion are involved
- Producing, displaying and/or publicising materials
- Assisting students and employees to access information and to use equipment in a library, laboratory or a technology centre where some discretion and judgment are involved
- Assisting with supervision of students in the library where some discretion and judgment are involved
- Providing technical assistance and advice, as requested
- Assisting with the planning and organisation of a laboratory or technology centre and field work
- Testing of experiments and demonstrating experiments (with teachers)
- *Occupational equivalent:* library technician, laboratory technician, technology centre technician

**(ii) Preschool/childcare services grade 3**

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

**(iii) School administration services grade 3**

- Undertaking a wide range of secretarial and clerical duties at an advanced level, including typing, word processing, maintaining email and computerised records and shorthand
- Managing enquiries from students, parents, employees and the general public
- Entering financial data into computers and preparing financial and management reports for review and authorisation

- Preparing and processing payroll within routines, methods and procedures
- Undertaking bank and ledger reconciliations
- Assisting with preparation of internal and external publications
- Providing administrative support to senior management, including arranging appointments, diaries and preparing both confidential and general correspondence
- Preparing government and statutory authority returns for authorisation
- *Occupational equivalent:* administration assistant, office supervisor, accounts clerk, school secretary (small school)

**(iv) School operational services grade 3**

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

**B.2.4 Level 4**

An employee at this level performs work above and beyond the skills of an employee at Level 3.

**(a) Competency**

Competency at this level involves the application of knowledge with depth in some areas and a broad range of skills. There is a wide variety of tasks and roles in a variety

of contexts. There is complexity in the ranges and choice of actions required. Some tasks may require limited creative, planning or design functions. Competencies are normally used within a variety of routines, methods and procedures. Discretion and judgment are required for self and/or others in planning, selection of equipment, work organisation, services, actions and achieving outcomes within time constraints.

**(b) Judgment, independence and problem solving**

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

**(c) Level of supervision**

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

**(d) Training level or qualifications**

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

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

**(e) Typical activities**

**(i) School support services grade 4**

- Demonstrating and instructing students and employees with respect to the use of complex audio-visual or computer equipment, using a variety of routines, methods and procedures, with a depth of knowledge in the requisite areas
- Designing and demonstrating experiments within a variety of routines, methods and experiences under supervision of teachers where discretion and judgment are required
- In charge of an identifiable functional unit, which ordinarily will involve the supervision of staff

- Liaising with teachers on curriculum matters
- Assisting careers advisor/counsellor
- *Occupational equivalent:* senior technician in a library, laboratory or technology centre, careers placement officer

**(ii) Preschool/childcare services grade 3A**

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

**(iii) Wellbeing services grade 2**

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

**(iv) School administration services grade 4**

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

- *Occupational equivalent:* senior administration assistant, office supervisor, finance officer, school registrar, school secretary (large school), principal's secretary, school development officer, network technician.

**(v) School operational services grade 4**

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

**(vi) Instructional services grade 1**

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

**B.2.5 Level 5**

An employee at this level performs work above and beyond the skills of an employee at Level 4.

**(a) Competency**

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

**(b) Judgment, independence and problem solving**

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

**(c) Level of supervision**

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

**(d) Training level or qualifications**

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

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

**(e) Typical activities**

**(i) School support services grade 5**

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

**(ii) Preschool/childcare services grade 4**

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

**(iii) School administration services grade 5**

- Applying theoretical knowledge, at degree level, in a straightforward way, in professional positions
- Providing designated support to senior management and associated committees concerning designated aspects of school management

- Overseeing the operations of the school's office and other administrative activities
- Ensuring deadlines and targets are met
- Preparing the accounts of the school to operating statement stage and assisting in the formulating of period and year end entries
- Performing information technology tasks requiring professional qualifications involving analysis, design or computation and drawing upon advanced techniques and methods
- *Occupational equivalent:* human resources officer, office supervisor (large school), school development officer

**(iv) School operational services grade 5**

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

**(v) Instructional services grade 2**

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

**B.2.6 Level 6**

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

**(a) Competency**

- (i)** Competency at this level involves the development and application of professional knowledge in a specialised area/s and utilising a broad range of skills. Competencies are normally applied independently and are substantially non-routine.
- (ii)** Competency at this level involves the delivery of professional services within defined accountability levels. employees may operate individually or as a member of a team.
- (iii)** Significant discretion and judgment is required in planning, designing professional, technical or supervisory functions related to services, operations or processes.
- (iv)** employees are expected to plan their own professional development and such increased knowledge, relevant to the position held, will be applied to the work situation.
- (v)** Perform work assignments guided by policy, precedent, professional standards and managerial or technical expertise. employees would have the latitude to develop or redefine procedure and interpret policy so long as other work areas



are not affected. In technical and administrative areas, have a depth or breadth of expertise developed through extensive relevant experience and application.

**(b) Judgment, independence and problem solving**

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

**(c) Level of supervision**

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

**(d) Training level or qualifications**

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

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

**(e) Typical activities**

**(i) Preschool/childcare services grade 5**

- *Occupational equivalent:* operating as the assistant director:
- Responsibility for co-ordinating and directing the activities of employees, including the employees engaged in the implementation and evaluation of developmentally appropriate programs
- Contributing, through the director, to the development of the facility or policies and procedures
- Co-ordinating operations, including occupational health and safety, program planning, staff training
- Taking responsibility for the day-to-day management of the facility in the temporary absence of the director and for management and compliance with all licensing and all statutory and quality assurance issues
- *Occupational equivalent:* operating as the co-ordinator:
- Undertaking additional responsibilities, including co-ordinating the activities of more than one group, supervising employees, trainees and students on placement and assisting in administrative functions

**(ii) Wellbeing services grade 3**

- Performing guidance and counselling, within defined accountabilities

- Providing specialist health services and/or therapy services to students
- *Occupational equivalent:* psychologist, speech therapist, occupational therapist

**(iii) Nursing services grade 1**

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

**(iv) School administration services grade 6**

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

**(v) School operational services grade 6**

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

**(vi) Instructional services grade 3**

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

**B.2.7 Level 7**

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

**(a) Competency**

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

problems. In professional or technical positions, the employee may be a recognised authority in a specialised area.

**(b) Judgment, independence and problem solving**

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

**(c) Level of supervision**

Broad direction. May manage other employees including general employees.

**(d) Training level or qualifications**

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

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

**(e) Typical activities**

**(i) Preschool/childcare services grade 6**

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

**(ii) Wellbeing services grade 4**

- Managing counselling services with more than one psychologist under supervision
- *Occupational equivalent:* head of school counselling (small or medium school), senior therapist

**(iii) Nursing services grade 2**

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

**(iv) School administration services grade 7**

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

**B.2.8 Level 8**

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

**(a) Competency**

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

**(b) Judgment, independence and problem solving**

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

**(c) Level of supervision**

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

**(d) Training level or qualifications**

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

- (i) postgraduate qualifications or progress towards postgraduate qualifications and extensive relevant experience;
- (ii) extensive experience and management expertise; or
- (iii) an equivalent combination of relevant experience and/or education/training.

**(e) Typical activities**

**(i) Preschool/childcare services grade 6**

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

**(ii) Wellbeing services grade 5**

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

**(iii) Nursing services grade 3**

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

**(iv) School administration services grade 8**

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

## Schedule C — Flexibility Provisions

- C.1** An employer and employee covered by this enterprise agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the agreement if:
- (a) the agreement deals with 1 or more of the following matters:
    - (i) arrangements about when work is performed;
    - (ii) overtime rates;
    - (iii) penalty rates;
    - (iv) allowances;
    - (v) leave loading; and
  - (b) the arrangement meets the genuine needs of the employer and employee in relation to 1 or more of the matters mentioned in paragraph (a); and
  - (c) the arrangement is genuinely agreed to by the employer and employee.
- C.2** The employer must ensure that the terms of the individual flexibility arrangement:
- (a) are about permitted matters under s 172 of the *Fair Work Act 2009*; and
  - (b) are not unlawful terms under s 194 of the *Fair Work Act 2009*; and
  - (c) result in the employee being better off overall than the employee would be if no arrangement was made.
- C.3** The employer must ensure that the individual flexibility arrangement:
- (a) is in writing; and
  - (b) includes the name of the employer and employee; and
  - (c) 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
  - (d) includes details of:
    - (i) the terms of the enterprise agreement that will be varied by the arrangement; and
    - (ii) how the arrangement will vary the effect of the terms; and
    - (iii) 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
  - (e) states the day on which the arrangement commences.
- C.4** The employer must give the employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.

- C.5** The employer or employee may terminate the individual flexibility arrangement:
- (a)** by giving no more than 28 days written notice to the other party to the arrangement;  
or
  - (b)** if the employer and employee agree in writing — at any time.

## Schedule D — Consultation

### D.1 Employer to notify

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

### D.2 Employer to discuss change

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

### D.3 Proposed Introduction of Changes to Regular Rosters or Ordinary Hours of Work

- (a) The School will consult with employees about proposed changes to their regular roster (if any) or ordinary hours of work.
- (b) Affected employees may be represented for the purposes of consultation under this **sub-clause D.3**. References in this **sub-clause D.3** to affected employees includes references to their representatives if any
- (c) For the purposes of this **sub-clause D.3**, the School will:
  - (i) discuss with affected employees the proposed introduction of the change;
  - (ii) provide to the affected employees information about the change;
  - (iii) invite the affected employees to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities); and
  - (iv) consider any views that are given by the affected employees.



- (d)** However, the School is not required to disclose confidential or commercially sensitive information to the affected employees.

## Schedule E — Dispute Resolution

### E.1 General

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

### E.2 Discussion within School

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

### E.3 Process of Mediation

If the parties choose to participate in mediation:

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

**E.4 Process of Conciliation**

During the conciliation the Fair Work Commission may:

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

**E.5 Conduct during Mediation or Conciliation**

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

**E.6 Representatives**

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

## Schedule F — Apprentices

### F.1 Apprentices

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

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

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

## Schedule G — Annual Leave Proformas and Procedures

### G.1 Agreement to Take Annual Leave in Advance -

#### Sample Agreement to Take Annual Leave in Advance – sub-clause 32.5

Name of employee: \_\_\_\_\_

Name of employer: \_\_\_\_\_

#### The employer and employee agree that:

1. the employee will take a period of paid annual leave before the employee has accrued an entitlement to the leave as detailed below; and
2. if, on cessation of the employee's employment, the employee has not accrued an entitlement to all of a period of paid annual leave already taken under this agreement, then the employer may deduct from any money due to the employee on termination an amount equal to the amount that was paid to the employee in respect of any part of the period of annual leave taken in advance to which an entitlement has not been accrued and any amount outstanding becomes a debt due by the employee to the employer.

The amount of leave to be taken in advance is: \_\_\_\_\_ hours/days

The leave in advance will commence on: \_\_\_\_/\_\_\_\_/20\_\_\_\_

Signature of employee: \_\_\_\_\_

Date signed: \_\_\_\_/\_\_\_\_/20\_\_\_\_

Name of employer representative: \_\_\_\_\_

Signature of employer representative: \_\_\_\_\_

Date signed: \_\_\_\_/\_\_\_\_/20\_\_\_\_

*[If the employee is under 18 years of age - include:]*

I agree to the employee taking the period of paid annual leave in advance specified above and that if, on cessation of the employee's employment, the employee has not accrued an entitlement to all of the period of paid annual leave already taken under this agreement, the employer may deduct from any money due to the employee on termination an amount equal to the amount that was paid to the employee in respect of any part of the period of annual leave taken in advance to which an entitlement has not been accrued and any amount outstanding becomes a debt due by the employee to the employer

Name of parent/guardian: \_\_\_\_\_

Signature of parent/guardian: \_\_\_\_\_

Date signed: \_\_\_\_/\_\_\_\_/20\_\_\_\_

## G.2 Cashing Out Annual Leave –

### Sample Agreement to Cash Out Annual Leave – sub-clause 32.7

Name of employee: \_\_\_\_\_

Name of employer: \_\_\_\_\_

**The employer and employee agree to the employee cashing out a particular amount of the employee's accrued paid annual leave:**

The amount of leave to be cashed out is: \_\_\_\_\_ hours/days

The payment to be made to the employee for the leave is: \$\_\_\_\_\_ (inclusive of annual leave loading for the period of the leave, where loading is not paid with each salary payment throughout the year) subject to deduction of income tax/after deduction of income tax (strike out where not applicable)

The payment will be made to the employee on or before: \_\_\_\_/\_\_\_\_/20\_\_\_\_

Signature of employee: \_\_\_\_\_

Date signed: \_\_\_\_/\_\_\_\_/20\_\_\_\_

Name of employer representative: \_\_\_\_\_

Signature of employer representative: \_\_\_\_\_

Date signed: \_\_\_\_/\_\_\_\_/20\_\_\_\_

*Include if the employee is under 18 years of age:*

Name of parent/guardian: \_\_\_\_\_

Signature of parent/guardian: \_\_\_\_\_

Date signed: \_\_\_\_/\_\_\_\_/20\_\_\_\_



**G.3 Direction by Employer to take Leave where Excessive Leave Accruals – sub-clause 32.8**

- (a) If an employer has genuinely tried to reach agreement with an employee under **clause 32.8** but agreement is not reached (including because the employee refuses to confer) the employer may direct the employee in writing to take one or more periods of paid annual leave.
- (b) However, a direction by the employer under paragraph (a):

  - (i) is of no effect if it would result at any time in the employee's remaining accrued entitlement to paid annual leave being less than 6 weeks when any other paid annual leave arrangements (whether made under **clause 32.6, 32.7 or 32.8** or otherwise agreed by the employer and employee) are taken into account;
  - (ii) must not require the employee to take any period of paid annual leave of less than one week;
  - (iii) must not require the employee to take a period of paid annual leave beginning less than 8 weeks, or more than 12 months, after the direction is given; and
  - (iv) must not be inconsistent with any leave arrangement agreed by the employer and employee.
- (c) The employee must take paid annual leave in accordance with a direction under paragraph (a) that is in effect.
- (d) An employee to whom a direction has been given under paragraph (a) may request to take a period of paid annual leave as if the direction had not been given.

Note 1: Paid annual leave arising from a request mentioned in paragraph (d) may result in the direction ceasing to have effect. See paragraph (b)(i).

Note 2: The employer shall not unreasonably refuse to agree to a request by the employee to take paid annual leave.

## G.4 Request by Employee for Leave where Excessive leave accruals

### – sub-clause 32.7

- (a) This provision comes into operation from the date of approval of this Agreement by the Fair Work Commission.
- (b) If an employee has genuinely tried to reach agreement with an employer under **clause 32.7 (b)** but agreement is not reached (including because the employer refuses to confer) the employee may give a written notice to the employer requesting to take one or more periods of paid annual leave.
- (c) However, an employee may only give a notice to the employer under paragraph (b) if:
  - (i) the employee has had an excessive leave accrual for more than 6 months at the time of giving the notice; and
  - (ii) the employee has not been given a direction under **sub-clause G.3 of Schedule G - Direction by Employer to Take Leave where Excessive Leave Accrual** that, when any other paid annual leave arrangements (whether made under **sub-clause 32.7, 32.8** and/or this **Schedule G.4** or otherwise agreed by the employer and employee) are taken into account, would eliminate the employee's excessive leave accrual.
- (d) A notice given by an employee under paragraph (b) must not:
  - (i) if granted, result in the employee's remaining accrued entitlement to paid annual leave being at any time less than 6 weeks when any other paid annual leave arrangements (whether made under **sub-clause 32.7, 32.8** and/or this **Schedule G.4** or otherwise agreed by the employer and employee) are taken into account; or
  - (ii) provide for the employee to take any period of paid annual leave of less than one week; or
  - (iii) provide for the employee to take a period of paid annual leave beginning less than 8 weeks, or more than 12 months, after the notice is given; or
  - (iv) be inconsistent with any leave arrangement agreed by the employer and employee.
- (e) An employee is not entitled to request by a notice under paragraph (b) more than 4 weeks' paid annual leave in any period of 12 months.
- (f) The employer must grant paid annual leave requested by a notice under paragraph (b).

## Schedule H—Employers and Schools Covered by this Agreement

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

## Signing Page

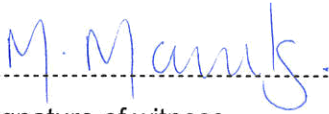
---

**EXECUTED** as an agreement

**SIGNED** for and on behalf of **Brindabella  
Christian Education Ltd (ABN 21 100 229  
669) trading as Brindabella Christian  
College** by an authorised officer in the  
presence of )  
)  
)



Signature of authorised officer



Signature of witness

BRENDAN MAJOR 136 BRIGALOW ST LYNEHAM

Name and address of authorised officer

MICHELLE MARKS.

Name of witness (print)

COMPANY SECRETARY.

Office held

## Signing Page

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EXECUTED as an agreement


SIGNED for and on behalf of North )  
Canberra Christian Education )  
Association (ABN 26 483 932 179) trading )  
as Emmaus Christian School Canberra by )  
an authorised officer in the presence of )



Signature of witness

Charlotte Kruger

Name of witness (print)



Signature of authorised officer

Erik Hofsink  
24 Fairfield Street Crace 2911

Name and address of authorised officer

Principal: Emmaus Christian School  
Canberra

Office held

# Signing Page

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**EXECUTED** as an agreement

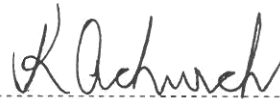
**SIGNED** for and on behalf of **Trinity )**  
**Christian School Inc (ABN 31 614 578 699)** )  
**trading as Trinity Christian School** by an )  
authorised officer in the presence of )



Signature of witness

Gerard Abideen

Name of witness (print)



Signature of authorised officer

Karen Achurch 7 Gosman Close Oxley ACT 2903

Name and address of authorised officer

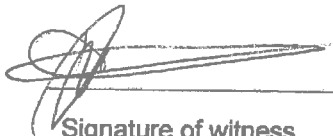
Business Manager

Office held

## Signing Page

EXECUTED as an agreement

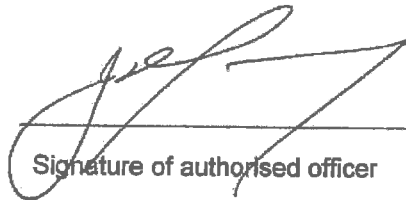
SIGNED for and on behalf of the )  
INDEPENDENT EDUCATION UNION OF )  
AUSTRALIA as a bargaining representative )  
for employees by an authorised person in the )  
presence of



Signature of witness

DORIAN WILSON

Name of witness (print)



Signature of authorised officer

Name and address of authorised officer

John Quessy

Office held

485-501 Wattle Street  
Ultimo NSW 2007

NSW/ACT Branch Secretary, IEUA

## IN THE FAIR WORK COMMISSION

**FWC Matter No.:**

AG2019/3664

**Applicant:**

Christian Schools Staff Relations Service, Christian Schools Australia Ltd

Section 185 – Application for approval of a multi-enterprise agreement

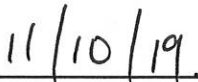
### Undertaking- Section 190

I, Brendon Major, Business Manager for Brindabella Christian Education Limited ("the School") give the following undertakings with respect to the *ACT Christian Schools General Staff Multi-Enterprise Agreement 2018-2021* ("the Agreement"):

1. I have the authority given to me by the School to provide this undertaking in relation to the application before the Fair Work Commission.
2. The School undertakes that this Agreement will be read and interpreted in conjunction with the National Employment Standards (NES). Where there is an inconsistency between this agreement and the NES, and the NES provides a greater benefit, the NES provision will apply to the extent of the inconsistency.
3. These undertakings are provided on the basis of issues raised by the Fair Work Commission in the application before the Fair Work Commission.



**Signature**



**Date**



## IN THE FAIR WORK COMMISSION

**FWC Matter No.:**

AG2019/3664

**Applicant:**

Christian Schools Staff Relations Service, Christian Schools Australia Ltd

Section 185 – Application for approval of a multi-enterprise agreement

### Undertaking- Section 190

I, Erik Hofsink, Principal for Emmaus Christian School Canberra ("the School") give the following undertakings with respect to the *ACT Christian Schools General Staff Multi-Enterprise Agreement 2018-2021* ("the Agreement"):

1. I have the authority given to me by the School to provide this undertaking in relation to the application before the Fair Work Commission.
2. The School undertakes that this Agreement will be read and interpreted in conjunction with the National Employment Standards (NES). Where there is an inconsistency between this agreement and the NES, and the NES provides a greater benefit, the NES provision will apply to the extent of the inconsistency.
3. These undertakings are provided on the basis of issues raised by the Fair Work Commission in the application before the Fair Work Commission.

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Signature

11 October 2019

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Date

## IN THE FAIR WORK COMMISSION

**FWC Matter No.:**

AG2019/3664

**Applicant:**

Christian Schools Staff Relations Service, Christian Schools Australia Ltd

Section 185 – Application for approval of a multi-enterprise agreement

### Undertaking- Section 190

I, Karen Achurch, Business Manager for Trinity Christian School Incorporated ("the School") give the following undertakings with respect to the *ACT Christian Schools General Staff Multi-Enterprise Agreement 2018-2021* ("the Agreement"):

1. I have the authority given to me by the School to provide this undertaking in relation to the application before the Fair Work Commission.
2. The School undertakes that this Agreement will be read and interpreted in conjunction with the National Employment Standards (NES). Where there is an inconsistency between this agreement and the NES, and the NES provides a greater benefit, the NES provision will apply to the extent of the inconsistency.
3. These undertakings are provided on the basis of issues raised by the Fair Work Commission in the application before the Fair Work Commission.



**Signature**



**Date**