



DECISION

Fair Work Act 2009
s.185—Enterprise agreement

The Association of Independent Schools of New South Wales Limited
(AG2021/8788)

INDEPENDENT SCHOOLS NSW (SUPPORT AND OPERATIONAL STAFF) MULTI-ENTERPRISE AGREEMENT 2021

Educational services

DEPUTY PRESIDENT DEAN

CANBERRA, 15 MARCH 2022

Application for approval of the Independent Schools NSW (Support and Operational Staff) Multi-Enterprise Agreement 2021.

[1] An application has been made for approval of a multi-enterprise agreement known as the *Independent Schools NSW (Support and Operational Staff) Multi-Enterprise Agreement 2021* (the Agreement). The application was made pursuant to s.185 of the Fair Work Act 2009 (the Act). It has been made by The Association of Independent Schools of New South Wales Limited.

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

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

[4] The Agreement is approved and, in accordance with s.54 of the Act, will operate from 22 March 2022. The nominal expiry date of the Agreement is 31 January 2025.

The text block contains a handwritten signature in cursive script on the left, which appears to be 'De'. To the right of the signature is the official seal of the Fair Work Commission. The seal is circular with a double-line border. The outer ring contains the text 'THE SEAL OF THE FAIR WORK COMMISSION' at the top and 'AUSTRALIA' at the bottom. In the center of the seal is the Australian coat of arms, featuring a kangaroo and an emu flanking a shield with a seven-pointed star above it.

DEPUTY PRESIDENT

[2022] FWCA 890

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**Independent Schools NSW
(Support and Operational Staff)
Multi-Enterprise Agreement
2021**

PART A – APPLICATION AND OPERATION

1. Title

This Agreement shall be known as the *Independent Schools NSW (Support and Operational Staff) Multi-Enterprise Agreement 2021*.

2. Arrangement

This Agreement is arranged as follows:

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3. Commencement

- 3.1 This Agreement commences on and from 1 February 2022. The nominal expiry date of this Agreement is 31 January 2025.
- 3.2 This Agreement does not exclude the NES and the NES will continue to apply to the extent that the Agreement is detrimental, in any respect, when compared to the NES.

4. Definitions

For the purpose of this Agreement:

- 4.1 **Act** means the *Fair Work Act 2009* (Cth).
- 4.2 **Agreement** means the *Independent Schools NSW (Support and Operational Staff) Multi-Enterprise Agreement 2021*.
- 4.3 **Award** means the *Educational Services (Schools) General Staff Award 2020*.
- 4.4 **Casual Employee** means an Employee engaged as a casual employee as defined in the Act.
- 4.5 **Employee** means, without limiting the generality of this expression;
- (a) an Employee other than a teacher who may be employed in a position described as food technology assistant, art assistant, TAS assistant, music assistant, laboratory assistant, library/audio-visual assistant, book-room assistant, information technology staff, archivist, bilingual aide, teachers' aide, alternate format publication staff or other position in which the Employee is required to assist the teaching staff in the curricular or co-curricular activities of the School or preschool (such persons are described in this Agreement as School Assistants) or employed in a clerical or administrative capacity; or
 - (b) an Employee whose principal duties are the maintenance of buildings, plant and equipment or the preparation and upkeep of grounds; or employment in the School canteen or uniform shop; or driving a school bus or other similar duties as directed by the School; or
 - (c) an Employee who is employed in general operational positions which include employment in a kitchen, dining room or laundry or employed as a cleaner or caretaker; or
 - (d) an Employee who may be employed in a position described as helpers, workers, assistants or supervisors in or in connection with a preschool, child care, child minding centres, before and after school care services and vacation care services; or
 - (e) a registered nurse; or
 - (f) an Employee who is employed with responsibility for the pastoral care and supervision of students in a boarding house; or

(g) an Employee who is employed to provide support, counselling, assessment and welfare services to students.

4.6 **Employer** means an Employer covered by this Agreement.

4.7 **Full-Time Employee** means an Employee as set out in **clause 9.3**.

4.8 **Long Day Care Centre** means a child care establishment which usually provides services over a period of approximately eight hours or more each day for approximately 48 weeks or more during the year.

4.9 **National Employment Standards (NES)** means the minimum employment standards set out in Part 2-2 of the Act.

4.10 **Out of School Hours Centre (OOSH Centre)** means a service that typically provides care to school aged students and operates before and/or after normal school hours, and/or during non-term time.

4.11 **Part-Time Employee** means an Employee as set out in **clause 9.4(a)**.

4.12 **Pre-School** means an establishment which provides educational development programmes, child care or other services for children under school age and which usually operates during hours and terms which approximate those of a registered school. A pre-school may operate on a sessional basis (morning and/or afternoon sessions) or on a full day basis.

4.13 **School** means a registered non-government school, or a preschool or early learning centre attached to, or operated by, a registered non-government school.

4.14 **School Service Date** means the usual commencement date of employment at the School for the Employees who are employed by the Employer and who commence work on the first day of the first term.

4.15 **Temporary Employee** means an Employee as set out in **clause 9.6**.

4.16 **Union** means the Independent Education Union of Australia.

5. Coverage

5.1 Subject to **clause 5.2**, this Agreement shall cover:

(a) Employers listed in **Schedule 2 – Employers and Schools Covered by this Agreement** in respect of the Schools listed in the Schedule; and

- (b) Employees as defined in **clause 4.5** employed at the Schools in **Schedule 2 – Employers and Schools Covered by this Agreement**, including at any preschool or early learning centre attached to or operated by the School

in respect of all work done for the Employer.

5.2 Exclusions

This Agreement shall not apply to:

- (a) teachers including persons appointed as a teacher; or
- (b) persons instructing students in the areas of music or other individual arts and engaged on an individual fee basis; or
- (c) sports coaches and trainers; or
- (d) swim coaches and staff employed in health and fitness centres and/or swimming pools owned and operated by Schools; or
- (e) employees who are engaged for the purpose of religious instruction, the supervision of prayers or to undertake other religious duties; or
- (f) persons employed as Business or Financial Managers or Bursars (however titled) employed in a senior management or executive position who have managerial responsibilities including the delegated authority to act for the School from time to time in the recruitment, training and dismissal of staff; or
- (g) GAP students who are engaged to supervise in the Boarding House in exchange for accommodation in the Boarding House; or
- (h) Early Learning Centres owned and operated by Saint Ignatius' College, SHORE, Royal Institute of Deaf and Blind Children; or
- (i) Inaburra Communications Limited trading as Inaburra Preschool; or
- (j) therapists, counsellors, psychologists and youth workers employed in special schools or special assistance schools recognised as such by the Minister; or
- (k) employees employed in the Columba Cottage Early Learning Centre and the Columba Cottage Early Learning Centre OSHC owned and operated by St Columba Anglican School Council Inc.

PART B – CONSULTATION, DISPUTE RESOLUTION AND FLEXIBILITY ARRANGEMENTS

6. Flexibility

- 6.1 An Employer and an Employee covered by this Agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the Agreement if:
- (a) the Agreement deals with one or more of the following matters:
 - (i) overtime rates;
 - (ii) penalty rates;
 - (iii) arrangements about when work is performed;
 - (iv) allowances; and
 - (v) leave loading.
 - (b) the arrangement meets the genuine needs of the Employer and Employee in relation to one or more of the matters mentioned in paragraph (a); and
 - (c) the arrangement is genuinely agreed to by the Employer and Employee.
- 6.2 The Employer must ensure that the terms of the individual flexibility arrangement:
- (a) are about permitted matters under section 172 of the Act; and
 - (b) are not unlawful terms under section 194 of the Act; and
 - (c) result in the Employee being better off overall than the Employee would be if no arrangement was made.
- 6.3 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 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.
- 6.4 The Employer must give the Employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.

- 6.5 The Employer or the 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.

7. Consultation

7.1 Employer's Duty to Notify and Discuss

- (a) Where the Employer has made a definite decision to introduce major changes in production, program, organisation, structure or technology that are likely to have significant effects on the Employees, the Employer shall notify its decision to the Employees who may be affected by the proposed changes, and the union to which they belong.
- (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.

7.2 Discussion with Employees and their Representatives

- (a) The Employer shall discuss with the Employees affected by the introduction of such changes, and the union to which they belong, the introduction of the changes, the likely effect on the Employees, and the measures taken to avert or mitigate the adverse effects of such changes, as soon as is practicable after the Employer has made the decision outlined in **clause 7.1(a)**.
- (b) The Employees may appoint a representative for the procedures outlined in this **clause 7.2**. If an Employee appoints (or Employees appoint), a representative for the purposes of consultation and the Employee (or Employees) advise the Employer of the identity of the representative, the Employer must recognise that representative. Where an Employee is a member of a union, the union will be that Employee's representative unless the Employee appoints another person or revokes the union's status as their representative.
- (c) For the purposes of those discussions the Employer shall provide, in writing, to the Employees concerned all relevant information about the proposed changes, including the reasons for, and the nature of, the proposed changes, the number and categories of Employees likely to be affected, information about the expected effects of the changes on the Employees, and any other matters likely to affect the Employees. This information shall be provided as soon as practicable after the Employer has made the decision outlined in **clause 7.1(a)**, provided that any Employer shall not be required to disclose confidential or commercially sensitive information.

- (d) The Employer must give prompt and genuine consideration to matters raised about the major changes by the Employees, and or their representatives.

7.3 **Changes to Regular Rosters or Ordinary Hours of Work**

- (a) The Employer will consult with Employees about a change to their regular roster or ordinary hours of work.
- (b) For the purposes of this **clause 7.3** the Employer will:
 - (i) provide information to affected Employees about the change; and
 - (ii) invite affected Employees to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities); and
 - (iii) consider any views that are given by the Employees.
- (c) Employees may be represented for the purposes of consultation under this **clause 7.3**.

8. **Dispute Resolution**

Subject to the provisions of the Act all grievances or disputes in relation to matters arising under this Agreement or the NES shall be dealt with in the following manner:

- 8.1 Any grievance or dispute which arises shall, where possible, be settled by discussion between the Employee and the Employer in accordance with any procedures that have been adopted by the Employer.
- 8.2 Should the matter not be resolved, it may be referred by either party to the Fair Work Commission, or any other person agreed between the parties, for conciliation.
- 8.3 During the conciliation the Fair Work Commission may:
 - (a) arrange conferences of the parties or their representatives at which the Fair Work Commission is present; and
 - (b) the Fair Work Commission may 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 the Fair Work Commission 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.
- 8.4 An Employer or an Employee may appoint another person, organisation or association to accompany and/or represent them for the purpose of **clauses 8.1 - 8.3**.

- 8.5 An Employee who is a party to a dispute must, while the dispute is being resolved:
- (a) 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
 - (b) comply with any reasonable direction given by the Employer to perform other available work, either at the same workplace or at another workplace.
- 8.6 In directing an Employee to perform other available work, the Employer must have regard to:
- (a) the provisions (if any) of the law of the Commonwealth or of a State or Territory dealing with work health and safety that apply to that Employee or that other work; and
 - (b) whether that work is appropriate for the Employee to perform.

PART C – TYPES OF EMPLOYMENT AND TERMINATION OF EMPLOYMENT

9. Types of Employment

9.1 Letter of Appointment

- (a) On appointment, the Employer shall provide Full-Time and Part-Time Employees with a letter of appointment setting out the following:
 - (i) the classification and rate of pay of the Employee;
 - (ii) the number of ordinary hours to be worked each week;
 - (iii) the number of weeks to be worked throughout the year;
 - (iv) a statement in relation to superannuation entitlements as required by **clause 19.2(g)**; and
 - (v) if there will be a period of stand down during non-term time, whether the pay will be averaged and paid over the year in accordance with **clause 14 Stand Down and Averaging**.
- (b) If there is a requirement to work during non-term time, the number of such days to be worked shall be clearly specified in the letter of appointment.
- (c) If there is a requirement for Boarding Staff to vacate premises during non-term time, this must be clearly indicated at the time of engagement and should be included in the letter of appointment.

9.2 Upon commencement the Employer will notify an Employee who is paid an averaged rate of pay in writing of the School Service Date (as defined in **clause 4.12**) that will apply to their employment.

9.3 Full-Time Employees

A Full-Time Employee is any Employee, other than a Casual or Part-Time Employee, who is employed to work 38 ordinary hours per week or as otherwise prescribed in **clause 20 Ordinary Hours of Work** or **clause 22 Shift Work**.

9.4 Part-Time Employees

- (a) A Part-Time Employee is an Employee who works a constant number of hours each week which is less than 38 hours per week or as otherwise prescribed in **clause 20 Ordinary Hours of Work** or **clause 22 Shift Work**.
- (b) Subject to **clauses 9.4(c)** and **(e)**, Part-Time Employees shall be paid for each hour worked during ordinary time one thirty-eighth of the minimum weekly rate (as calculated in accordance with **clause 13.1** or **clauses 14.4 – 14.6** in the case of an Employee receiving an averaged rate of pay) for the level at which they are employed.

- (c) Boarding Staff classified in accordance with **clause 12.1(g)** whose hours of work are averaged in accordance with **clause 20.7**, and who work in a Part-Time capacity shall be paid at the same weekly rate as a Full-Time Employee with the corresponding classification but in that proportion which the number of hours for which the Part-Time Employee is rostered to work bears to the number of hours for which a Full-Time Employee at that boarding house is rostered to work.
- (d) The hourly rates for Part-Time Employees shall be calculated to the nearest whole cent, any amount less than a half cent in the result to be disregarded.

(e) **Minimum Engagement for Part-Time Employees**

Part-Time Employees must be paid for a minimum of three hours each start except in the following circumstances:

- (i) School Assistants classified according to **clause 12.1(a)** may be paid for a minimum of one hour if employed for a specific program (such as ESL or Special Learning Needs);
- (ii) Bus Drivers classified in accordance with **clause 12.1(c)** may be engaged for a minimum of two hours for each start if working a broken shift in accordance with **clause 22.3**;
- (iii) Cleaners as classified in accordance with **clause 12.1(d)** who are employed by a School that only employ one or two Cleaners may be paid for a minimum of two hours for each start;
- (iv) Child Care Workers classified in accordance with **clause 12.1(e)** working in an OOSH Centre shall be paid:
- a minimum of two hours for each start; or
 - if working a broken shift in accordance with **clause 22.3**, a minimum payment of five hours for that day.

(f) **Additional Hours for Part-Time Employees**

- (i) The Employer may request, but not require, a Part-Time Employee to work additional hours in accordance with the provisions of this **clause 9.4(f)**.
- (ii) Where a Part-Time Employee works additional hours other than in accordance with **clause 14.12**, the Employee shall be paid for all such additional hours:
- (A) at the casual rate of pay for the relevant classification, provided that the additional hours fall within applicable daily spread of hours in **clause 20 Ordinary Hours of Work** and **clause 22 Shift Work** and do not result in the Employee working more than eight ordinary hours on that day; and
- (B) in all other cases the Employee will be entitled to payment at the appropriate overtime rate of pay.

- (iii) Where a Part-Time Employee works additional hours during non-term time in accordance with **clause 14.12**, the terms of that clause will apply.
- (iv) Where additional hours are worked continuously on a day the Employee is already attending for work, the minimum casual engagements under **clause 9.5(b)** shall not apply.
- (v) Additional hours worked by a Part-Time Employee in accordance with this clause do not accrue leave entitlements under this Agreement or the NES.

9.5 Casual Employees

- (a) Subject to **clause 9.5(b)**, Casual Employees shall be paid:
 - (i) for each hour worked during ordinary time, one thirty-eighth of the minimum weekly rate (calculated in accordance with **clause 13.1**) for the level at which they are employed; plus
 - (ii) 25 per cent of that amount in compensation for annual leave, annual leave loading, paid personal leave, paid carer's leave, paid compassionate leave, and redundancy payments.

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

(b) Minimum Engagement for Casual Employees

Casual Employees must be employed for a minimum of three hours each start except in the following circumstances:

- (i) Cleaners as classified in accordance with **clause 12.1(d)** who are employed by a School that only employ one or two Cleaners shall be paid for a minimum of two hours for each start; and
 - (ii) Child Care Workers classified in accordance with **clause 12.1(e)** working in an OOSH Centre shall be paid:
 - a minimum of two hours for each start; or
 - if working a broken shift in accordance with **clause 22.3**, a minimum payment of five hours for that day.
- (c) The hourly rates for Casual Employees shall be calculated to the nearest whole cent, any amount less than a half cent in the result to be disregarded.
 - (d) **Right to Request Casual Conversion**

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

9.6 Temporary Employees

- (a) A Temporary Employee is an Employee employed to work Full-Time or Part-Time for a period not to exceed 12 months.
- (b) A Temporary Employee may be employed only in the following circumstances:
- (i) where the 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 overall or in a department. This may include but is not limited to circumstances such as declining enrolments or school amalgamations; or
 - (iii) where the Employee is employed on a specific programme not funded by the School.

Provided that where the replacement arrangement pursuant to **clause 9.6(b)(i)** extends beyond 12 months, the Employee may be employed for a specific period in excess of 12 months but not more than 24 months where the Employee is replacing an Employee on leave or secondment for a specific period in excess of 12 months.

- (c) 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.

10. Termination of Employment

10.1 Notice of Termination

- (a) Except for the first month of employment, the employment of a Full-Time or Part-Time Employee may be terminated by either party by giving notice to the other party as set out in **clauses 10.1(b)** and **(c)** or by making a payment in lieu of notice or by giving part notice and part payment in lieu of notice or forfeiture of the equivalent wages in lieu of notice.

- (b) Period of Notice

Years of Continuous Service	Notice Period
Up to 3 years of service	2 weeks minimum
More than 3 years but not more than 5 years	3 weeks minimum
More than 5 years	4 weeks minimum

- (c) In addition to the notice periods specified in **clause 10.1(b)**, Employees aged over 45 years are entitled to one additional week's notice from the Employer.
- (d) During the first month of employment, the employment of a Full-Time or Part-Time Employee may be terminated by one week's notice given by either the Employer or the Employee, or by the payment or forfeiture, as the case may be, of one week's wages in lieu of notice.

- (e) The Employer must give a Full-Time or Part-Time Employee notice in writing of the date of termination of employment. The date of termination cannot be before the date on which the notice is given or the date on which payment in lieu of notice is made.
- (f) In the case of a Casual Employee, one day's notice shall be given by either party.
- (g) An Employee who resides in accommodation provided by the Employer, whether on the School grounds or elsewhere, shall have four weeks from the date on which notice was given to vacate the premises.
- (h) The Employer may summarily dismiss any Employee who is guilty of serious misconduct as defined in the Act or the regulations made under the Act.

10.2 Forfeiture

- (a) If an Employee fails to give notice in accordance with **clause 10.1** or fails to work out the notice period, the Employer may, to the extent permitted by law, specifically authorise the Employer to deduct from monies due, including any annual leave or long service leave payments, an amount equal to the gross ordinary rate of pay for the notice not worked, or not given, to a maximum of one week's pay. Any outstanding balance becomes a debt due to the Employer.
- (b) Deductions pursuant to **clause 10.2(a)** are made from an Employee's gross salary. For example, one week's notice not worked or not given will be fully satisfied by an amount equal to one week's salary being deducted by the Employer before tax is applied.
- (c) Where the Employee declines to authorise such a deduction under **clause 10.2(a)**, either in full or in part, the remaining amount outstanding equal to the gross ordinary rate of pay for the notice not worked, or not given, becomes a debt due to the Employer, to a maximum of one week's pay.

10.3 Statement of Service

On the termination of employment the Employer shall, at the request of the Employee, give the Employee a statement signed by the Employer stating the period of employment, the Employee's classification and when the employment terminated.

10.4 Payment on termination of employment

- (a) The School must pay an Employee no later than 7 days after the day on which the Employee's employment terminates:
 - (i) the Employee's wages under this Agreement for any complete or incomplete pay period up to the end of the day of termination; and
 - (ii) all other amounts that are due to the Employee under this Agreement and the NES.
- (b) The requirement to pay wages and other amounts under **clause 10.4(a)** is subject to any order of the Fair Work Commission, and the School making

deductions authorised by this Agreement or the Act.

Note 1: see **clause 10.1(e)** where payment in lieu of notice is made.

Note 2: State and Territory long service leave laws may require a School to pay an Employee for accrued long service leave on the day on which the Employee's employment terminates or shortly after.

11. Redundancy

11.1 Application

Clause 11 shall:

- (a) apply in respect of Full-Time and Part-Time Employees;
- (b) only apply to the Employer if it employs 15 or more people, not limited to Employees covered by this Agreement, immediately prior to the termination of employment of the Employees;
- (c) not apply where employment is terminated as a consequence of conduct that justifies instant dismissal, including malingering, inefficiency or neglect of duty; and
- (d) not apply in the case of Casual Employees or Employees engaged for a specific period of time or for a specified task or tasks or where employment is terminated due to the ordinary and customary turnover of labour.

11.2 Notice

Where an Employee's employment is to be terminated for reasons set out in **clause 7.1(a)**, in order to terminate the employment of an Employee, the Employer shall give to the Employee notice in accordance with **clause 10.1**.

11.3 Time off During the Notice Period

- (a) During the period of notice of termination within this **clause 11 Redundancy** given by the Employer an Employee shall be allowed up to one day of time off without loss of pay during each week of notice, to a maximum of five days of absence, for the purposes of seeking other employment.
- (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 shall, at the request of the Employer, be required to produce proof of attendance at an interview or the Employee shall not receive payment for the time absent.

11.4 Employee Leaving During the Notice Period

If the employment of an Employee is terminated (other than for misconduct) before the notice period expires, the Employee shall be entitled to the same benefits and payments under this **clause 11 Redundancy** to which the Employee would have been entitled had they remained with the Employer until the expiry of such notice. Provided that in such circumstances the Employee shall not be entitled to payment in lieu of notice.

11.5 Notice to Centrelink

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

11.6 Employment Separation Certificate

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

11.7 Transfer to Lower Paid Duties

Where an Employee is transferred to lower paid duties for reasons set out in **clause 7.1(a)**, the Employee shall be entitled to the same period of notice of transfer as the Employee would have been entitled to if the Employee's employment had been terminated, and the Employer may at the Employer's option make payment in lieu thereof of an amount equal to the difference between the former ordinary time rate of pay and the new ordinary time rate for the number of weeks of notice still owing.

11.8 Severance Pay

(a) Where an Employee's employment is to be terminated for reasons set out in **clause 7.1(a)**, the Employer shall pay severance pay as set out in **clauses 11.8(b) or (c)** in respect of the Employee's continuous period of service.

(b) If an Employee is under 45 years of age, the Employer shall pay in accordance with the following scale:

<u>Years of Service</u>	<u>Under 45 Years of Age</u> <u>Entitlement</u>
Less than 1 year	Nil
1 year and less than 2 years	4 weeks
2 years and less than 3 years	7 weeks
3 years and less than 4 years	10 weeks
4 years and less than 5 years	12 weeks
5 years and less than 6 years	14 weeks
6 years and over	16 weeks

(c) Where an Employee is 45 years old or over, the entitlement shall be in accordance with the following scale:

<u>Years of Service</u>	<u>45 Years of Age and Over</u> <u>Entitlement</u>
Less than 1 year	Nil

1 year and less than 2 years	5 weeks
2 years and less than 3 years	8.75 weeks
3 years and less than 4 years	12.5 weeks
4 years and less than 5 years	15 weeks
5 years and less than 6 years	17.5 weeks
6 years and over	20 weeks

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

11.9 **Incapacity to Pay**

- (a) Subject to an application by the Employer and further order of the Fair Work Commission, an Employer may pay a lesser amount (or no amount) of severance pay than that contained in **clause 11.8**.
- (b) The Fair Work Commission shall have regard to such financial and other resources of the Employer concerned as the Fair Work Commission thinks relevant, and the probable effect paying the amount of severance pay in **clause 11.8** will have on the Employer.

11.10 **Alternative Employment**

Subject to an application by the Employer and further order of the Fair Work Commission, an Employer may pay a lesser amount (or no amount) of severance pay than that contained in **clause 11.8** if the Employer obtains acceptable alternative employment for an Employee.

PART D – WAGES AND RELATED MATTERS

12. Classifications

12.1 Classifications

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

(a) **School Assistants:**

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

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

- (iii) A **Level 3** position is one where the Employee:
 - A. possesses technical competencies required for the position;
 - B. requires only limited instruction for the performance of complex duties;
 - C. is normally required to exercise independent initiative and judgement;
 - D. if required by the Employer, may supervise up to three employees; and

- E. may supervise a small group of children without a teacher present.
- (iv) A **Level 4** position is one where the Employee:
- A. possesses a knowledge of workplace practices and procedures including a detailed knowledge of complex procedures relevant to the position;
 - B. resolves complex operational problems and co-ordinates work within a department or unit of the School;
 - C. displays a high level of initiative and judgement;
 - D. if required to supervise other employees, will be responsible for maintaining the quality of work of those supervised;
 - E. may supervise students without a teacher present; and
 - F. is responsible for planning future department or School organisational needs within his/her areas of responsibility.
- (b) **Clerical and Administrative Staff:**
- (i) A **Level 1 Clerical Assistant** will have no prior experience or training and may be required:
- A. to undertake tasks involving basic clerical skills under supervision;
 - B. to undertake tasks such as handling orders and mail, messenger work and photocopying; and
 - C. to perform telephone relief duties for a short duration.
- (ii) A **Level 2 Clerical Officer** (which is a position which may include Enrolment Officers, Receptionists, General Secretaries, Word Processing Officers/Typists, Data Entry Clerks and Administrative Assistants) may be required:
- A. to undertake the complete range of clerical duties;
 - B. to perform a range of financial tasks;
 - C. to assume responsibility for operational issues in work area;
 - D. to co-ordinate work within own area of responsibility;
 - E. to supervise up to two employees;
 - F. to prepare standard operational reports and statistical returns; and
 - G. to deal with standard information systems.
- (iii) A **Level 3 Senior Clerical Officer** (which is a position which may include Personal Assistants, Payroll Officers, Finance Assistants, Creditors Clerks, Debtors Clerks, Bookkeepers, Alternate Format

Publication Staff, Archivists, Information Technology officers and Special Projects Officers) may be required:

- A. to have a high level of financial responsibility;
- B. to resolve complex operational problems;
- C. to supervise up to four employees;
- D. to prepare detailed operational reports; and
- E. to deal with more complex financial and administrative systems; or
- F. to take responsibility for the coordination and ongoing management of special projects where an advanced level of clerical and administrative skill is required.

(iv) **A Level 4 Administrator** (which is a position which may include Assistant Bursars, Administration Managers, Secretaries (Finance and Administration), and Information Technology Managers) may be required:

- A. to provide financial advice to the Principal or Bursar and/or manage financial systems;
- B. to use proven skills/knowledge in complex office procedures;
- C. to assume responsibility for the professional development of other support staff employees;
- D. to contribute to operational and strategic planning for area of responsibility; and
- E. to possess post-secondary qualifications or equivalent experience.

(c) **Maintenance, Grounds and Green Keeping, Canteen and Uniform Shop Staff, and Bus Drivers:**

(i) **A Level 1 position is a General Hand position.** A General Hand position is one where the Employee:

- A. requires no previous experience and uses a limited range of skills;
- B. undertakes routine or repetitive duties involving the application of standard procedures which require the use of some discretion; and
- C. works under close supervision, either individually or as a member of a team.

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

- general labouring tasks;

- general gardening tasks including preparation of grounds and planting procedures;
- horticultural duties in areas such as sports playing fields, garden maintenance and foliage control at a level not considered to be at trade qualified level;
- general ground, plant and building maintenance and operation requiring the application of specific skills;
- tasks involving moving equipment or furniture;
- purchasing and stock control duties, including receipt, ordering and inventory control of goods;
- tasks including handling, storing and distributing goods and materials;
- basic stock control documentation;
- duties of canteen assistant or uniform shop assistant; and
- tasks including general care and driving of School vehicles that do not require the use of a Medium Rigid (MR) or Heavy Rigid (HR) Drivers Licence from the Roads and Maritime Services NSW.

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

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

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

- perform general maintenance work which may include the use of trade accredited skills in areas such as carpentry, plumbing or electrical services;
- assume control and responsibility for the maintenance of gardens and/or sports grounds which may include the use of accredited trade skills in areas such as horticulture, gardening or the maintenance of sports grounds;

- drive buses requiring a Medium Rigid (MR) or Heavy Rigid (HR) Drivers Licence from the Roads and Maritime Services NSW; or
- to take responsibility for the operation of the School canteen or uniform shop, including supervision of assistants or volunteers.

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

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

(d) **General Operational Staff:**

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

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

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

Typical Duties include:

- performing a range of industrial cleaning tasks;
- cleaning, dusting and polishing and general cleaning in classrooms or other public areas of the School's buildings, structures, premises and the like ancillary to its functions;

- undertaking basic food preparation and cooking duties, cleaning and tidying the kitchen and its equipment;
- 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;
- performing general laundry duties;
- performing minor repairs to linen or clothing such as buttons, zips, seams and working with flat materials.

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

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

Typical Duties include:

- performing a range of industrial cleaning tasks;
- cleaning, dusting and polishing and general cleaning in classrooms or other public areas of the School's buildings, structures, premises and the like ancillary to its functions;
- performing non-cooking duties in the kitchen including the assembly, preparation and measurement of food items;
- performing laundry duties requiring the application of limited discretion and repairs to linen or clothing.

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

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

Typical Duties include:

- performing general cooking duties including the preparation of standard meals, baking and pastry cooking of a variety of food items;
- protection, upkeep and good order of the School and which may involve the possession of the appropriate security licence.

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

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

Typical Duties include:

- performing cooking duties including a la carte cooking, baking, pastry cooking or butchery.

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

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

Typical Duties include:

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

(e) **Long Day Care, Preschool and OOSH Centre Staff:**

(i) **Child Care Worker**

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

A. An Employee at this level is responsible for their own work and may be required by the Employer to perform some or all of the following duties:

- positively interact with children, give each child individual attention and comfort as required;
- assist to implement daily routines and with ensuring a safe, healthy and clean indoor and outdoor environment for children;
- supervise the activities of a group of children for short periods of time during the day;
- work with other staff members to ensure the smooth running of the service subject to the service policies and procedures;
- understand and work according to the service policies and procedures;
- assist in the development and/or evaluation of the program;
- assist in the observation and evaluation of the children's development;
- assist with the recording of children's development and assist in planning for the ongoing development of the child;
- communicate with parents as instructed;
- attend to incidental cleaning and housekeeping or associated with individual and group activities, experiences and routines;
- perform incidental administrative duties including but not limited to: completing receipts, signing deliveries, ruling up the roll, checking the roll and the like;

- other duties as required by the Employer as are within the knowledge, skills and capabilities of the carer, including duties at a lower classification: provided that this does not promote de skilling.

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

(ii) **Advanced Child Care Worker**

A. An **Advanced Child Care Worker** is an unqualified carer in an OOSH or a carer in a Long Day Care/Preschool who must hold an AQF Certificate III in Children's Services. An Employee at this level has the responsibility to develop, plan and implement the child care program. An Employee at this level may be responsible for the direction of other staff for which they have responsibility. An Employee at this level may be required by the Employer to perform some or all of the following duties:

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

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

(iii) **Advanced Child Care Worker (Diploma Qualified)**

- A. An **Advanced Child Care Worker (Diploma Qualified)** is a qualified carer who holds a Diploma in Children's Services, an Associate Diploma in Social Science (Child Studies) from TAFE or equivalent qualifications which are recognised under the *Children (Education and Care Services) National Law (NSW)* and the *Education and Care Services National Regulations* as amended, with the responsibility to develop, plan and implement the child care program.
- B. An Employee at this level may be responsible for the direction of other staff within the group for which they have responsibility. An Employee at this level may be required by the Employer to perform some or all of the following duties:
- has direct responsibility for the management of a group or groups of children in conjunction with the Employer of the service;
 - ensure the maintenance of a healthy and safe work environment;
 - ensure a safe, healthy and clean indoor and outdoor environment for children;
 - liaise with parents as to the needs of the children and the service;
 - maintain appropriate up to date records;
 - ensure programs are planned, implemented and evaluated for each child in their care;
 - ensure all regulations licensing guidelines, service policies and procedures are observed;
 - carry out administrative duties which relate to effective room management and child care responsibilities;
 - other duties as required by the Employer as are within the knowledge, skills and capabilities of the carer, including duties at a lower classification: provided that this does not promote de skilling.
- C. An Employee at this level is required to possess and maintain a current first aid certificate recognised under the *Children (Education and Care Services) National Law (NSW)* and the

Education and Care Services National Regulations as amended and administer first aid as required.

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

(iv) **Assistant Co-ordinator**

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

(v) **Assistant Co-ordinator (Diploma Qualified)**

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

(vi) **Co-ordinator**

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

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

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

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

- develop, implement and evaluate service policies and procedures and ensure these and licensing conditions are met in consultation with the Employer;
- prepare and present reports regarding service issues;
- develop goals and directions for the service in consultation with staff and management in line with early childhood policy and practice;

- ensure that Government guidelines on priority access to services are adhered to;
- other duties as required by the Employer which are within the knowledge, skills and capabilities of the carer, including duties at a lower classification; provided that this does not promote de skilling.

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

(vii) **Co-ordinator (Diploma Qualified)**

A. A **Co-ordinator (Diploma Qualified)** means a carer appointed to co-ordinate, administer and manage a service who holds the Diploma in Children's Services, an Associate Diploma in Social Science (Child Studies) from TAFE or equivalent qualifications which are recognised under the *Children (Education and Care Services) National Law (NSW)* and the *Education and Care Services National Regulations* as amended.

B. An Employee at this level is required to perform the following duties:

- be accountable to the Employer for the administration of the service;
- co-ordinate and manage the day-to-day operations of the service;
- manage staff through liaison and consultation with the Employer;
- oversee and ensure the maintenance and implementation of a healthy, safe and clean environment for staff and children;
- ensure day-to-day administrative tasks are completed appropriately, including requirements for funding and licensing;
- ensure the service adheres to all relevant regulations and licensing guidelines;
- ensure all appropriate records are maintained;
- liaise with and consult with parents regarding the needs of the children and the community;
- liaise with management to ensure that all matters and procedures relating to Government funding are complied with

in accordance with appropriate guidelines and, where applicable, submissions for funding to relevant authorities are made and funds applied in accordance with the relevant guidelines and approvals;

- assist with the preparation of budgets in consultation with the Employer, making appropriate recommendations and manage service financial responsibilities within approved levels;
- attend meetings as required by the Employer consistent with position responsibilities.

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

- acts as Authorised Supervisor in accordance with the *Children (Education and Care Services) National Law (NSW)* and the *Education and Care Services National Regulations* as amended, where required by the Employer;
- develop, implement and evaluate service policies and procedures and ensure these and licensing conditions are met in consultation with the Employer;
- prepare and present reports regarding service issues;
- develop goals and directions for the service in consultation with staff and management in line with early childhood policy and practice;
- ensure that government guidelines on priority access to services are adhered to;
- other duties as required by the Employer which are within the knowledge, skills and capabilities of the carer, including duties at a lower classification; provided that this does not promote de skilling.

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

(f) **Nurses**

- (i) **Registered Nurse** means a person registered by the Nursing and Midwifery Board of Australia as such.
- (ii) A Registered Nurse who provides health counselling shall be appointed to a level that is not less than that which is applicable to a

Nurse in his or her 3rd year of service, and shall progress upon completion of further service.

- (iii) **Senior Nurse** means a Registered Nurse appointed to be in charge of one or more Registered Nurses.

(g) **Boarding Staff**

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

- (i) A **Level 1** position is one where the Employee undertakes basic duties to assist the person in charge of the boarding house in the daily routines involving the care of students and the general functions of the boarding house.
- (ii) A **Level 2** position is one where the Employee carries out the duties of a Level 1 Employee but while actively on duty may deputise as required from time to time for the person in charge of the boarding house.
- (iii) A **Level 3** position is one where the Employee is responsible for the management of a boarding house and has a significant concern for the welfare of the students. Duties include the maintenance of effective communication with the parents of students and the supervision of other staff covered by this Agreement in the boarding house.
- (iv) A **Level 4** position is one where the Employee is responsible to the Principal of a School for the overall supervision of the recreational and personal general welfare of all students and has overall responsibility for the administration of two or more boarding houses.

(h) **Wellbeing Services Staff**

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

(i) **Level 1 – Wellbeing Services – Non Graduate Staff**

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

The qualifications include one of the following:

- Diploma of Counselling; or
- Diploma in Youth Work; or
- other qualification deemed equivalent by the Employer.

(ii) **Level 2 – Wellbeing Services – Graduate Staff**

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

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

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

(iii) **Level 3 – Wellbeing Services – Senior Staff**

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

(iv) **Level 4 – Wellbeing Services - Psychologist**

A **Level 4 position** is one where the Employee must hold, as a minimum a degree requiring the equivalent of 4 years full-time study in psychology from a tertiary institution recognised by the New South Wales Board of the Psychology Board of Australia and provided that psychologists employed after 1 January 2011 must be fully registered as a Psychologist.

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

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

12.2 **Reclassification**

- (a) An Employee may apply to seek reclassification if regularly called upon to perform a substantial proportion of duties appropriate to the higher level. The Employer will examine the skills utilised and the duties performed by the Employee.
- (b) Where an application is made for reclassification to a higher level, the Employer shall determine the application within one month of receipt of the application.
- (c) Reclassification to a higher level shall take place from the first full pay period on or after the application has been approved by the Employer.

- (d) Where appropriate, the Employee shall be placed on the first step of the new level following reclassification.

12.3 Progression

(a) Progression - Clerical and Administrative Staff

- (i) An Employee classified in accordance with **clause 12.1(b)** Clerical and Administrative Staff shall be appointed to Step 1 of the appropriate level and shall progress to each further step within the level, on completion of a year's full-time service or equivalent, subject to **clause 12.3(a)(ii)**. Provided that in the case of an Employee employed as a Level 4 Administrator, the Employee shall progress on the completion of two years of full-time service or equivalent.
- (ii) Where an Employer considers that the service of an Employee is not satisfactory and competent, and for that reason considers progression to the next step is not warranted, a formal review of these matters shall be undertaken by the Employer in accordance with **clause 8 Dispute Resolution**, before the date on which progression would otherwise occur.

(b) Progression – Maintenance, Grounds and Green Keeping, Canteen and Uniform Shop Staff, and Bus Drivers

An Employee classified as Level 1 General Hand Employee in accordance with **clause 12.1(c)** Maintenance, Grounds and Green Keeping, Canteen and Uniform Shop Staff, and Bus Drivers shall progress to the next step within the Level on completion of one year of full-time service or the part-time or casual equivalent providing their performance is considered to be satisfactory.

(c) Progression and/or Appointment – Long Day Care, Preschool and OOSH Centre Staff

An Employee classified in accordance with **clause 12.1(e)** Long Day Care, Preschool and OOSH Centre Staff shall progress as provided below:

- (i) A **Child Care Worker** shall progress according to the following:

Step	Progression – Employee without a Certificate III in Children's Services
1	On engagement (no prior service in this classification or a higher classification).
2	After one year's employment in this classification or a higher classification.
3	After two year's employment in this classification or a higher classification.
4	After three year's employment in this classification or a higher classification.

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

Step	Progression – Employee who holds a Certificate III in Children's Services
2	With less than one year's employment in an early childhood or child care service.
5	With one year or more of employment in an early childhood or child care service.

(ii) An **Advanced Child Care Worker** shall progress according to the following:

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

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

Step	Progression
1	On engagement (no prior service in this classification or in a higher classification).
2	After one year's employment in this classification or in a higher classification.
3	After two years' employment in this classification or in a higher classification.
4	Required to supervise other Associate Diploma or Diploma qualified Employees within the group they have responsibility for.

(iv) An **Assistant Co-ordinator** shall be appointed and/or progress according to the following:

Step		Appointment and/or Progression
1	OOSH	Engaged in an OOSH Centre (no progression).

1	LDC/Preschool	On engagement with a Long Day Care or Preschool service with up to and including 29 licensed places.
2	LDC/Preschool	On completion of one year of full time equivalent service with a Long Day Care or Preschool service with up to and including 29 places or on engagement with a Long Day Care or Preschool service with 30 or more licensed places.

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

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

(d) **Progression – Wellbeing Services Staff**

- (i) An Employee classified as Wellbeing Services Staff in accordance with **clauses 12.1(h)(i), (ii) and (iv)** shall progress to the next step within the Level on completion of one year of full-time service or the part-time or casual equivalent providing their performance is considered to be satisfactory.
- (ii) Where an Employer considers that service of an Employee is not satisfactory and competent, and for that reason considers progression to the next step is not warranted, a formal review of these matters shall be undertaken by the Employer in accordance with **clause 8 Dispute Resolution**, before the date on which progression would otherwise occur.

(e) **Progression – Nurses**

Nurses shall be initially appointed to the appropriate level set out in **Table 1(e) of Schedule 1 – Salary Scales and Allowances**, and shall thereafter progress to higher levels, having regard to the Employee's total full-time equivalent years of service as a Registered Nurse, whether or not such service was performed in schools.

13. Rates of Pay

13.1 The minimum weekly rate of pay for an Employee shall, subject to the other provisions of this Agreement, be calculated by dividing the salaries set out in **Table 1 Annual Rates of Schedule 1 – Salary Scales and Allowances**, by 52.14.

13.2 Junior Employees

Junior Employees appointed to the following classifications may be paid the percentages of the adult rate for their classification as set out in **Table 2 – Junior Rates of Schedule 1 – Salary Scales and Allowances**:

- (a) School Assistant – Level 1 and Level 2;
- (b) School Assistant – Level 3 provided the Employee is 18 years old or over;
- (c) Clerical and Administrative Staff – Level 1 Clerical Assistant;
- (d) Maintenance, Grounds, Green Keeping, Canteen and Uniform Shop Staff – Level 1 General Hand;
- (e) Long Day Care, Preschool and OOSH Workers – Child Care Worker as defined by **clause 12.1(e)(i)**.

14. Stand Down and Averaging

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

- (a) School Assistants;
- (b) Clerical and Administrative Staff;
- (c) Maintenance Staff, Grounds and Green Keeping, Canteen and Uniform Shop Staff and Bus Drivers;
- (d) General Operational Staff other than Cleaners;
- (e) Nurses; and
- (f) Wellbeing Services Staff.

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

14.2 Notwithstanding the provisions prescribed above in **clause 14.1**, the following Employees may not be stood down on leave without pay during the non-term time:

- (a) Cleaners;
- (b) Long Day Care, Preschool and OOSH Centre Staff; and
- (c) Boarding Staff.

14.3 Where an Employee is stood down in accordance with **clause 14.1** the Employer may elect to pay the Employee the appropriate weekly rate of pay determined in accordance

with **clause 13.1** during only the periods worked, or to average the Employee's payment of wages over the year.

14.4 When the Employer elects to average the Employee's payment of wages in accordance with **clauses 14.1** and **14.3**, the rates will be paid in equal instalments throughout the year including while the Employee is on annual leave. A year is defined as commencing on the date that the Employee started being paid an averaged salary.

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

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

Where:

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

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

[For example: To calculate the averaged salary for an Employee who works three days per week for 38 weeks per year, the correct value for N is 190 (i.e. 38 x 5) less any public holidays which fall within the weeks the Employee is deemed to work. If it is assumed that one such public holiday falls within the period worked by the Employee, the value of N becomes 189 (i.e. 190-1). The calculation would then proceed as follows:

$$\frac{189 + 11}{240} \quad \times \quad \frac{\$62,909}{52.14} \quad (\$62,909 = \text{Annual Salary})$$

$$= 0.8333 \times \$1,206.54$$

$$= \$1,005.41 \text{ per week (averaged weekly full-time salary)}$$

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

$$\frac{\$1,005.41}{38} = \$26.46 \text{ per hour}$$

*\$26.46 x 24 (i.e. 3 days x 8 hours) = \$635.04 per week
Therefore, the part-time averaged annual salary in this example is \$635.04 per week.]*

- 14.6 Part-time averaged rates shall be calculated by determining the full-time averaged salary then dividing by 38.
- 14.7 The rate of pay of an Employee determined in **clauses 14.4 - 14.6** shall be the appropriate rate for all purposes. However, such rate shall not be used in the calculation of casual rates in **clause 9.5(a)**, shift penalties in **clause 22 Shift Work** and **clause 23 Saturday and Sunday Penalty Rates**, overtime rates of pay in **clause 24 Overtime** or public holiday rates of pay in **clause 34.4** which may be payable to the Employee.
- 14.8 An Employee's contract of employment shall be deemed not to have been broken for the purposes of this Agreement and/or any other relevant statute during periods of stand down on leave without pay. Leave will continue to accrue during such periods.
- 14.9 **Public Holidays During Stand Down**
- (a) Any public holidays falling within a period of stand down on leave of absence without pay shall be paid at the ordinary rate of pay if they fall on a day which the Employee normally works.
 - (b) **Unaveraged Wage Employees** - If an Employee receives an unaveraged rate of pay, the Employee must receive payment for such public holidays.
 - (c) **Averaged Wage Employees** - Payment for such public holidays is part of the averaged rate of pay so no additional payment is required when an averaged rate of pay is being paid to an Employee.
- 14.10 In accordance with the Employee's letter of appointment, and any agreed variations to such letter, an Employee may be required to work during the non-term time during which the Employee is ordinarily stood down.
- 14.11 If the Employee's letter of appointment, and any agreed variations to the letter, do not specifically designate the period to be worked during non-term time, the Employee shall be given eight weeks' notice of a request to work during a non-term time prior to the commencement of the non-term time. The Employee may be requested to work during the ordinary hours and days which the Employee normally works, provided that the Employee may agree to work on different days or for different hours or with a lesser period of notice.
- 14.12 An Employee who works as outlined in **clause 14.11** (where the period required to be worked is not specifically designated in the Employee's letter of appointment or any agreed variations to this letter) shall be paid at the casual rate of pay for the relevant

classification in addition to any other remuneration received if the Employee is paid an averaged rate of pay pursuant to **clauses 14.4 – 14.6**.

15. Allowances and Other Conditions

15.1 Travelling Expenses

- (a) An Employee who, in the course of their duty, is required by the Employer to go to any place away from their usual place of employment, shall be paid all reasonable expenses actually incurred.
- (b) An Employee who was employed prior to 31 December 2016 and is required to provide a motor car other than on a casual or incidental basis shall be paid a motor car allowance as set out in **Table 3 – Other Rates and Allowances of Schedule 1 – Salary Scales and Allowances**. If the Employee travels more than 138 kilometres in the week then the Employee must be paid the amount calculated in accordance with **clause 15.1(c)** instead of the weekly vehicle allowance provided in this **clause 15.1(b)**.
- (c) An Employee who is required by the Employer, other than as set out in **clause 15.1(b)**, to use the Employee's motor car or motorcycle in the performance of duties shall be paid the rate set out in **Table 3 – Other Rates and Allowances of Schedule 1 – Salary Scales and Allowances** per kilometre.
- (d) Where an Employer provides a motor vehicle which is used by the Employee in the performance of the Employee's duties, the Employer must pay all expenses including registration, running and maintenance.

15.2 Uniform and Protective Clothing

- (a) In the event of an Employee (except Maintenance, Grounds and Green Keeping, Canteen and Uniform Shop Staff and Bus Drivers, General Operational Staff and Nurses classified according to **clauses 12.1(c), (d) and (f)**) being required by the Employer to wear a uniform or protective clothing, such uniform or protective clothing shall be provided by the Employer. Such uniform or protective clothing shall be laundered at the Employer's expense or, by mutual agreement, the Employee shall be paid an amount per day as set out in **Table 3 – Other Rates and Allowances of Schedule 1 – Salary Scales and Allowances**.
- (b) In the event of an Employee classified as a Maintenance, Grounds and Green Keeping, Canteen and Uniform Shop Staff and Bus Drivers, General Operational Staff and Nurses classified according to **clauses 12.1(c), (d) and (f)** being required by the Employer to wear a uniform or protective clothing, such uniform or protective clothing shall be provided by the Employer. Such uniform or protective clothing shall be laundered at the Employer's expense or, by mutual agreement, the Employee shall be paid an amount per day as set out in **Table 3 – Other Rates and Allowances of Schedule 1 – Salary Scales and Allowances**.

15.3 Toilet, etc Allowance

An Employee, classified as a Cleaner according to **clause 12.1(d)**, required to work in lavatories or on outside steps, outside marble or outside brass or required to scrub marble, terrazzo, rubber floor corridors or stairs which necessitates the Employee kneeling shall be paid an amount as set out in **Table 3 – Other Rates and Allowances of Schedule 1 – Salary Scales and Allowances**, per day extra. Lavatories of either sex can be cleaned by either male or female Cleaners as long as appropriate steps are taken to ensure that the lavatories are not in use at the time of cleaning.

15.4 Qualification Allowance

An Employee, classified as a Cleaner according to **clause 12.1(d)** acting as a leading hand cleaner who has successfully completed a Cleaning Supervisor's Course at a Technical and Further Education (TAFE), or course deemed by the Employer to be of equivalent qualification, shall be paid an additional amount as set out in **Table 3 – Other Rates and Allowances of Schedule 1 – Salary Scales and Allowances**. Such an amount shall be part of the ordinary rate of pay for all Agreement purposes.

15.5 Leading Hand Allowance – General Operational Staff

Employees classified as General Operational Staff according to **clause 12.1(d)** and placed in charge of other Employees shall be paid an amount as set out in **Table 3 – Other Rates and Allowances of Schedule 1 – Salary Scales and Allowances**.

15.6 First Aid and Medication Allowance

An Employee (other than Long Day Care, Preschool and OOSH Centre Staff or a Nurse classified according to **clauses 12.1(e)** and **(f)**) who is designated by the Employer to perform first aid duty, including the dispensing of medication to students in accordance with medication plans, and who holds a current recognised first aid qualification, will be paid an allowance as set out in **Table 3 – Other Rates and Allowances of Schedule 1 – Salary Scales and Allowances**.

[Notation: An Employee the subject of clause 15.6 shall receive written instructions relating to the administration and dosage of all medications, prior to the requirement to dispense. Where a particular medication requires that training be undertaken, such training shall be arranged and conducted during normal working hours at no expense to the Employee.]

15.7 First Aid Certificate and Allowance – Long Day Care, Preschool and OOSH Centre Staff

- (a) This **clause 15.7** applies to Long Day Care, Preschool and OOSH Centre Staff as classified in accordance with **clause 12.1(e)**.
- (b) If an Employer requires an Employee who is not required to have a first aid certificate under the definition of the classification, to obtain and/or maintain such a qualification, the Employee shall be allowed time off without loss of pay for the purpose of completing the course required. The cost of the course shall be met by the Employer.

- (c) Employers who require Employees to attend to medical procedures such as administering epi pens, suppositories and drip feeding shall ensure staff are adequately trained in such procedures, before being required to undertake them. The cost of any such training will be met by the Employer.
- (d) 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 recognised first aid qualification, will be paid an allowance as set out in **Table 3 – Other Rates and Allowances of Schedule 1 – Salary Scales and Allowances**.
- (e) The allowance in **clause 15.7(d)** does not apply to the following excluded Employees:
 - (i) a Nurse; or
 - (ii) an Employee whose appointment to the position of first aid officer has been taken into account in classifying their position.

15.8 **Authorised Supervisor Allowance**

An Employee classified according to **clause 12.1(e)** (other than a Co-ordinator (Diploma Qualified) or a Co-ordinator) who is required by the Employer to act as an Authorised Supervisor in accordance with the *Children (Education and Care Services) National Law (NSW)* and the *Education and Care Services National Regulations*, as amended, shall be paid an amount as set out in **Table 3 – Other Rates and Allowances of Schedule 1 – Salary Scales and Allowances**. The daily rate for such allowance shall be calculated by dividing the weekly allowance by five.

15.9 **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 rates where that duty is not continuous with their ordinary hours of duty.

(c) **Exceptions**

The on call and recall allowances do not apply to:

- (i) an Employee paid a sleepover allowance in accordance with **clause 15.10**; or
- (ii) an Employee provided with reasonable accommodation, including living quarters, fuel and light, and available to the Employee for their exclusive use throughout the week and throughout the year at no cost to the Employee.

15.10 Sleepover Allowance – Nurses and Boarding Staff

- (a) Subject to **clause 15.10(b)**, where the Employer requires a Nurse or a Boarding Staff Employee classified according to **clauses 12.1(f)** and **(g)** to sleepover on the Employer's premises or at a school camp site for a period outside that of the Employee's normal rostered hours of duty, the following arrangements will apply:
- (i) the Employee will be entitled to an amount per sleepover as set out in **Table 3 – Other Rates and Allowances of Schedule 1 – Salary Scales and Allowances**. A sleepover is defined as sleeping in at night to undertake duty of care requirements and to be on call for emergencies;
 - (ii) where the Employee is required by the Employer to perform work during a sleepover, the Employee will be paid for the time worked at the rate of 150% of the ordinary hourly rate of pay with a minimum payment being for 30 minutes;
 - (iii) any time worked under **clause 15.10(a)(ii)** will not be taken into account for the purpose of **clause 9 Types of Employment, clause 20 Ordinary Hours of Work** and **clause 22 Shift Work**;
 - (iv) the payments in this subclause will not extend beyond the period of the sleepover; and
 - (v) the Employee will be provided with suitable accommodation, including reasonably convenient bathroom facilities at no cost to the Employee.
- (b) **Clause 15.10(a)** does not apply to an Employee who is provided with reasonable accommodation including living quarters, fuel and light, and available to the Employee for their exclusive use throughout the week and throughout the year at no cost to the Employee.

15.11 Overtime Meal Allowance and Meals

Where an Employee is required to work overtime after ordinary working hours in excess of one and one half hours on any day, the Employee shall be supplied with a suitable meal or be paid the Overtime Meal Allowance as set out in **Table 3 – Other Rates and Allowances of Schedule 1 – Salary Scales and Allowances**.

15.12 Regularly Working with Chemicals

- (a) Where Employees are required to use chemicals or other injurious substances, they shall be supplied with overalls or lab coats, serviceable rubber gloves, and masks free of charge. Protective clothing, uniforms and rubber gloves supplied pursuant to this Agreement shall remain the property of the Employer and shall be returned upon termination of employment.
- (b) Employees using chemicals on a regular basis shall be entitled, upon request, to have as a minimum, an annual medical examination. The cost of such examination shall be met by the Employer.

15.13 Tool Allowance

Where an Employer does not supply all tools necessary for a tradesperson to perform their work, a tradesperson will be paid the Tool Allowance as set out in **Table 3 – Other Rates and Allowances of Schedule 1 – Salary Scales and Allowances** for supplying and maintaining tools ordinarily required in the performance of their work as a tradesperson for the School.

15.14 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 **clause 15.9** do not apply to a caretaker provided with accommodation.

15.15 Heating Facilities

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

16. Higher Duties

- 16.1 Employees classified as School Assistants according to **clause 12.1(a)**, Clerical and Administrative Staff according to **clause 12.1(b)**, Maintenance, Grounds and Green Keeping, Canteen and Uniform Shop Staff or Bus Drivers according to **clause 12.1(c)**, Boarding Staff according to **clause 12.1(g)** and Wellbeing Services Staff according to **clause 12.1(h)** who are required to temporarily perform duties in a higher grade for more than five days, shall be paid at the higher grade rate for the whole period during which those duties are performed.
- 16.2 Employees classified as Cleaners according to **clause 12.1(d)** required to temporarily perform duties in a higher grade for two hours or more shall be paid the higher rate for the whole of that day or shift.
- 16.3 Employees classified as General Operational Staff (other than Cleaners) according to **clause 12.1(d)** required to temporarily perform duties in a higher grade for one day or more shall be paid at the higher grade rate for the whole period during which those duties are performed.
- 16.4 Employees classified as Long Day Care, Preschool and OOSH Centre Staff according to **clause 12.1(e)** required to temporarily perform duties in a higher grade for four hours or more shall be paid the higher rate for the whole of that day.
- 16.5 Employees classified as Nurses according to **clause 12.1(f)** required to relieve an Employee in a higher classification and who satisfactorily performs the whole of the duties and assumes the whole of the responsibilities of the higher classification shall be paid the higher rate for the period of relief.

17. Payment of Wages

- 17.1 Wages payable to an Employee, other than a Casual Employee, shall be payable at the Employer's discretion either fortnightly or monthly (and if monthly, on or around the 15th day of each month, provided that payment is two weeks in advance).
- 17.2 Wages payable to an Employee shall be payable at the Employer's discretion, by either cash, cheque or electronic funds transfer into an account nominated by the Employee.

18. Remuneration Package

18.1 Application

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

18.2 Definitions

For the purposes of this clause:

- (a) **Benefits** means the benefits nominated by the Employee from the benefits provided by the Employer and listed in **clause 18.4(c)**;
- (b) **Benefit Value** means the amount specified by the Employer as the cost to the Employer of the Benefit provided including Fringe Benefit Tax, if any; and
- (c) **Fringe Benefit Tax** means tax imposed by the *Fringe Benefits Tax Act 1986* (Cth).

18.3 Conditions of Employment

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

18.4 Salary Packaging

The Employer may offer to provide and the Employee may agree in writing to accept:

- (a) the Benefits nominated by the Employee; and
- (b) a salary equal to the difference between the Benefit Value and the salary which would have applied to the Employee or under **clause 18.3**, in the absence of an agreement under this **clause 18.4**, provided that an Employee's salary must not be less than the base salary that would be payable to the Employee under the Award if the Award applied to the Employee.
- (c) The available Benefits are those made available by the Employer from the following list:
- (i) superannuation;
- (ii) other benefits offered by the Employer.
- (d) The Employer must advise the Employee in writing of the Benefit Value before the agreement is entered into.

18.5 Impact of Leave

During the currency of an agreement under **clause 18.4** the following will apply:

- (a) Any Employee who takes paid leave on full pay shall receive the Benefits and salary referred to in **clause 18.4**;
- (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 a proportional amount of salary based on the full time salary payable during the leave; and
- (d) Any other payment under this Agreement, calculated by reference to the Employee's salary, however described, and payable:
 - (i) during employment; or
 - (ii) on termination of employment in respect of untaken paid leave; or
 - (iii) on death,

shall be at the rate of pay which would have applied to the Employee under **clause 18.3** in the absence of an agreement under **clause 18.4**.

19. Superannuation

19.1 Fund

- (a) The Employer shall make superannuation contributions for the benefit of Employees in accordance with clause 19.2(a) into the Employee's nominated fund. If the Employee does not choose a fund in accordance with legislation, the Employer will make the contributions into:
 - (i) the Employee's stapled fund; or
 - (ii) if the Australian Taxation Office does not identify a stapled fund for the Employee, to the Employer's default fund provided that the Employer's default fund must offer a MySuper product as defined in the *Superannuation Industry (Supervision) Act 1993* (Cth).

19.2 Benefits

- (a) Except as provided in **clauses 19.2(c), (d) and (f)**, the Employer must make superannuation contributions in respect of each Employee of such amount as required to ensure that the Employer does not incur any superannuation guarantee charge ('SGC') under the *Superannuation Guarantee (Administration) Act 1992* (Cth) and the *Superannuation Guarantee Charge Act 1992* (Cth).
- (b) Contributions shall be paid at intervals in accordance with the procedures and subject to the requirements prescribed by the relevant fund or as agreed between the Employer and the trustees of a fund.

- (c) The Employer shall not be required to make contributions pursuant to this clause in respect of an Employee in respect of a period when that Employee is absent from his or her employment without pay.
- (d) Contributions shall commence to be paid from the beginning of the first pay period commencing on or after the Employee's date of engagement.
- (e) The Employee shall advise the Employer in writing of the Employee's application to join a fund pursuant to this Agreement.
- (f) The Employer shall make contributions pursuant to this Agreement in respect of:
 - (i) Casual Employees who earn in excess of the Casual Qualification Amount, calculated in accordance with **clause 19.3**, during their employment with the Employer in the course of any year, running from 1 July to the following 30 June (all such Casual Employees are hereinafter called "Qualified Employee"); and
 - (ii) Qualified Employees in each ensuing year of employment with the Employer.

Such contributions shall be made in respect of all days worked by the Employee for the Employer during that year and shall be paid by the Employer to the relevant fund at the time of issue to the Employee of his or her annual group certificate; provided that, prior to the immediately preceding 30 June, the Employee has applied to join a fund.

- (g) When a new Employee commences in employment, the Employer shall advise the Employee in writing of the Employee's entitlements under this **clause 19 Superannuation** and **clause 19.2(f)** in the case of a Casual Employee.

19.3 **Casual Qualification Amount**

The "Casual Qualification Amount" referred to in **clause 19.2(f)(i)** is calculated by multiplying the Level 1 Step 1 - Clerical and Administrative Employee casual hourly rate of pay by 152. Upon commencement of this Agreement that amount is \$5,339.76.

PART E – HOURS OF WORK AND RELATED MATTERS

20. Ordinary Hours of Work

- 20.1 (a) The Employer shall fix the Employee's ordinary hours of work and the ordinary time of meal breaks which shall be displayed in a conspicuous place accessible to the Employees and such hours shall not be changed for work done outside the fixed hours unless seven days' notice of any change of hours is given by the Employer to the Employee. This period of seven days' notice shall not be required if any change of hours is by mutual agreement between the Employer and the Employee.
- (b) Where Employees are rostered to work their ordinary hours of work as a part of a shift arrangement outside the span of hours provided for in this **clause 20 Ordinary Hours of Work** the provisions of **clause 22 Shift Work** shall apply.
- (c) A Full-Time Employee's ordinary hours of work will be 38 hours per week. The ordinary hours of work for Part-Time or Casual Employees will be in accordance with **clause 9 Types of Employment**.
- (d) Ordinary hours each day are continuous except for unpaid meal breaks and where worked as a part of a broken shift arrangement.
- (e) Except for Boarding Staff classified according to **clause 12.1(g)** the ordinary hours of work in **clause 20.1(c)** may be averaged over a fortnight or a four week period. Where an Employee is stood down during non-term time in accordance with **clause 14.1** then such period cannot be included in the fortnight or four week period over which the ordinary hours are being averaged.
- (f) For Boarding Staff classified according to **clauses 12.1(g)** the hours may be averaged in accordance with **clause 20.7**.

20.2 School Assistants, Clerical and Administrative Staff, Canteen and Uniform Shop Staff and Wellbeing Services Staff

The ordinary hours of work for School Assistants, Clerical and Administrative Staff, Canteen and Uniform Shop Staff and Wellbeing Services Staff classified according to **clauses 12.1(a), (b), (c) and (h)** is exclusive of meal breaks. The ordinary hours shall be worked on any day from Monday to Friday between 7.00 am and 6.00 pm.

20.3 Maintenance, Grounds and Green Keeping Staff, Bus Drivers and Cleaners

- (a) The ordinary hours of work for Maintenance, Grounds and Green Keeping Staff and Bus Drivers classified according to **clause 12.1(c)** and Cleaners classified according to **clause 12.1(d)** is exclusive of meal breaks. The ordinary hours shall be worked on any day from Monday to Friday between 6.00 am and 6.00 pm.

- (b) A Grounds and Green Keeping Employee classified according to **clause 12.1(c)** may be required to perform ordinary hours until up to 12 noon on Saturday only to perform essential watering duties or marking playing field areas which cannot be performed Monday to Friday. The provisions of **clause 23.4** shall apply in relation to ordinary hours worked by a Grounds and Green Keeping Employee on a Saturday.

20.4 **General Operational Staff – Cooking, Catering, Housekeeping, Laundry and Caretaking Staff**

- (a) The ordinary hours of work for General Operational Staff (except Cleaners) classified according to **clause 12.1(d)** is exclusive of meal breaks. The ordinary hours shall be worked on any day from Monday to Sunday between 6.00 am and 6.00 pm.
- (b) The provisions of **clause 23.3** shall apply in relation to ordinary hours worked by General Operational Staff (except Cleaners) on Saturday and Sunday.

20.5 **Long Day Care, Preschool and OOSH Centre Staff**

The ordinary hours of work for Long Day Care, Preschool and OOSH Centre Staff classified according to **clause 12.1(e)** is inclusive of crib breaks set out in **clause 21.3** but otherwise is exclusive of meal breaks. The ordinary hours shall be worked on any day from Monday to Friday between 6.30 am and 6.30 pm.

20.6 **Nurses**

The ordinary hours of work for Nurses classified according to **clause 12.1(f)** shall be inclusive of meal times and the spread of hours shall not exceed twelve in any one day. The ordinary hours shall be worked on any day from Monday to Friday between 6.30 am and 6.30 pm.

20.7 **Boarding Staff**

- (a) Subject to this clause, the ordinary hours of work for a Full-Time Boarding Staff Employee classified according to **clause 12.1(g)** will be 38 hours per week.
- (b) The ordinary hours of work for a Full-Time and Part-Time Boarding Staff Employee may be averaged across a period of up to 12 months. Unless otherwise advised in writing to the Employee, the averaging period will commence on the School Service Date and finish on the day immediately prior to the following School Service Date. In the case of:
 - (i) a Full-Time Employee the rostered hours shall not exceed 172 hours in any period of four school term weeks;
 - (ii) a Part-Time Employee the rostered hours will not exceed the relevant proportion of 172 hours in any period of four school term weeks (calculated based on the proportion of the full-time rate of pay the Employee receives as provided for in **clause 9.4(c)**).

- (c) Where a Boarding Staff Employee's hours of work are averaged over a period of 12 months, they will be paid the applicable annual rate in **clause 13.1** (pro-rated for Part-Time Employees in accordance with **clause 9.4(c)**) for all weeks of the year, excluding periods of unpaid leave provided for in this Agreement or the NES and **clause 22 Shift Work, clause 23 Saturday and Sunday Penalty Rates** and **clause 24 Overtime** will not apply.

Example

On commencement of employment, Mary is engaged to work 21.5 rostered hours per week during term time and her hours are averaged over 12 months. She is rostered accordingly and is paid 0.5 of a full-time salary (21.5/43) which represents the minimum rate of pay she must be paid throughout the 12 month averaging period. Because she is not generally required to work during school holidays, the hours she works will equate to not more than an average of 19 hours per week over the twelve months.

- (d) Where a Part-Time Employee works:
- (i) in the case of an Employee whose hours have been averaged pursuant to **Clause 20.7(b)**, additional hours in excess of their rostered hours, the additional hours must be paid at casual rates;
 - (ii) in all other cases, in excess of their ordinary hours of work, the additional hours shall be paid pursuant to **Clause 9.4(f)**.
- (e) In respect of a Boarding Staff Employee whose hours are averaged pursuant to **clause 20.7(b)**:
- (i) where the Employee's employment ceases in the middle of an averaging period;
 - (ii) where the Employee's employment commences after the start of the averaging period; or
 - (iii) in the case of a Part-Time Employee, where the Employee's ordinary hours have been increased or decreased during the averaging period (not including on a casual basis pursuant to **clause 20.7(d)**);
- then the Employer shall:
- (iv) at the cessation of employment;
 - (v) at the next School Service Date; or
 - (vi) when the ordinary hours of work changed;
- (whichever of the above situations apply)

compare the total amount paid to by the Employee since the start of the averaging period (or commencement of employment whichever is later) with the amount the

Employee would have earned if their hours had not been averaged in accordance with **Clause 20.7(b)**.

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

For the purposes of this comparison, the hourly rate for an Employee whose hours of work have not been averaged is calculated by dividing the applicable weekly full-time salary by 38.

- (f) The ordinary hours may be rostered on any day from Monday to Sunday between 6.00 am and 6.00 pm.
- (g) The provisions of **clause 23.5** shall only apply in relation to ordinary hours worked by Boarding Staff on a Sunday, where an employee's hours are not averaged in accordance with **clause 20.7(b)**.
- (h) All Employees shall be entitled to 48 hours off duty each week or 96 hours off each fortnight, at a time mutually convenient to the Employer and the Employee. Such time off shall be consecutive, as far as practicable, unless the Employee and the Employer agree otherwise.
- (i) An Employee rostered on duty during meal times shall be entitled to a meal and shall be allowed sufficient time to have such meal.

20.8 Variation of Daily Span of Hours

Where a daily span of hours is specified in **clause 20 Ordinary Hours of Work**, and there is mutual agreement between the Employer and a majority of Employees in the particular group at a School, the starting and finishing times may be varied by up to one hour so long as the total hours remain unchanged.

21. Breaks

- 21.1 A meal break of not more than one hour nor less than half an hour shall be allowed to Employees who are engaged or rostered to work for more than 5 hours each day for lunch and/or an evening meal where work continues after 6.00 pm. This meal break shall be at a time mutually agreed upon between the Employer and the Employee.
- 21.2 All Employees shall be allowed a rest break of ten minutes daily and this break shall be counted as time worked.
- 21.3 Notwithstanding the provisions of **clause 21.1**, Long Day Care, Preschool and OOSH Centre Staff classified according to **clause 12.1(e)** are required to remain on the premises during lunch, they shall, in lieu of a meal break, receive a crib break of not

more than 30 minutes nor less than 20 minutes, and such time shall be counted as time worked.

22. Shift Work

22.1 Employees may be rostered to work their ordinary hours of work as part of a shift work arrangement, where such rostered hours may be outside of the span of hours provided for in **clause 20 Ordinary Hours of Work**. An Employee may only be required to work their ordinary hours on such days of the week set out in **clause 20 Ordinary Hours of Work**.

22.2 Shift Allowances

(a) Straight Shifts

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

- (i) the ordinary hours for shift work will be worked continuously each shift (except for broken shifts and meal breaks) and shall not exceed 10 hours, inclusive of a meal break, in any shift; and
- (ii) the ordinary hours for shift work shall be rostered in accordance with **clause 22.4**.

(b) The following shift penalties shall be paid to Employees in respect of work performed during ordinary hours for shifts as defined below:

Full-Time & Part-Time Employees

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

Casual Employees (percentage includes casual loading in clause 9.5(a)(ii))

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

- (c) Where an Employee is paid a shift penalty the Employee is not entitled to be paid overtime in addition to the shift penalties.
- (d) The shift penalties are calculated on the unaveraged rate of pay.

22.3 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) 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 ordinary time rate for each hour worked during the broken shift.
- (c) The maximum spread between the start of the first period of duty and the cessation of the second period of duty for a broken shift is 12 hours. Any hours in excess of this 12 hours will be paid for as overtime.
- (d) The provisions of **clause 22.3(c)** do not apply to Boarding Staff classified according to **clause 12.1(g)** who are provided with reasonable accommodation including living quarters, fuel and light, and available to the Employee for their exclusive use for 52 weeks of the year, at no cost to the Employee.

22.4 Rostering of Shift Work

- (a) For Employees working a straight shift or a broken shift under **clause 22.2** or **clause 22.3**, 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) If an Employee is rostered to work ordinary hours on a Saturday or Sunday, he/she will be paid the appropriate penalty in accordance with **clause 23 Saturday and Sunday Penalty Rates**.

- (c) A roster may be altered by mutual consent at any time or by amendment of the roster by the Employer on seven days' notice.
- (d) Notwithstanding **clause 22.4(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.

23. Saturday and Sunday Penalty Rates

23.1 This **clause 23** applies to:

- (a) Cooking, Catering, Caretaking, Housekeeping and Laundry Services Employees classified under **clause 12.1(d)** (with the exception of Cleaners);
- (b) Boarding Staff classified under **clause 12.1(g)**; and
- (c) Grounds and Green Keeping Staff classified under **clause 12.1(c)**.

23.2 An Employee required to work ordinary hours on a Saturday or Sunday shall be paid the ordinary time rate of pay plus a penalty calculated in accordance with the relevant provisions of the clause. Where hours are rostered in accordance with **clause 20 Ordinary Hours of Work** or **clause 22 Shift Work** such hours cannot properly be regarded as overtime as they are ordinary hours. All penalty rates set out in this clause are to be calculated by reference to the unaveraged rate of pay applicable to the Employee's classification.

23.3 Cooking, Catering, Caretaking, Housekeeping and Laundry Services Employees classified under **clause 12.1(d)** (with the exception of Cleaners) shall be paid a penalty of 25% for ordinary hours worked on a Saturday and a penalty of 75% for ordinary hours worked on a Sunday. In the case of Cleaners, weekend work is regarded as overtime.

23.4 Grounds and Green Keeping Employees classified under **clause 12.1(c)** shall be paid a penalty of 50% for ordinary hours worked up to 12 noon on Saturday.

- 23.5 (a) Boarding Staff classified under **clause 12.1(g)** engaged as Casual Employees shall be paid a penalty of 30% in addition to the casual loading for ordinary hours worked on a Sunday.
- (b) Boarding Staff classified under **clause 12.1(g)** engaged as Part-Time or Full-Time Employees shall be paid a penalty of 35% for ordinary hours worked on

a Sunday if their hours of work are not averaged in accordance with **clause 20.7(c)**.

- 23.6 The penalty rates within **clause 22.2 Shift Allowances**, **clause 22.3 Broken Shifts**, **clause 23 Saturday and Sunday Penalty Rates** and in **clause 24 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.

24. Overtime

- 24.1 Subject to the provisions of **clause 24.4** the Employer may require an Employee to work reasonable overtime at overtime rates, or as otherwise provided in **clause 24.3**. All time required by the Employer to be worked outside the ordinary hours of work prescribed by **clause 20 Ordinary Hours of Work** or **clause 22 Shift Work**, shall be classified as overtime and shall be paid for at the unaveraged rate of time and one half for the first two hours and double time thereafter. In computing overtime, each day shall stand alone. For the avoidance of doubt, Casual Employees are entitled to overtime payments in accordance with this clause, on the basis that the overtime rate of pay will be calculated on the rate set out in **clause 9.5(a)(i)**, with the casual loading in **clause 9.5(a)(ii)** added to that rate. For example, time and one half for a casual will be 175% (150% plus the 25% casual loading) of the minimum hourly rate.

24.2 Overtime on Weekends

- (a) All overtime worked by School Assistants, Clerical and Administrative Staff, Maintenance, Grounds and Green Keeping, Canteen and Uniform Shop Staff and Bus Drivers, General Operational Staff and Long Day Care, Preschool and OOSH Centre Staff classified according to **clauses 12.1(a), (b), (c), (d) and (e)**, between midnight Friday and midnight Sunday shall be paid at the unaveraged rate of double time.
- (b) All overtime worked by Boarding House Staff and Wellbeing Services Staff classified according to **clauses 12.1(g) and (h)** on a Saturday shall be paid for at the unaveraged rate of time and one half for the first two hours and double time thereafter. All overtime worked on a Sunday shall be paid at the unaveraged rate of double time.
- (c) All overtime worked by a Nurse classified according to **clause 12.1(f)** on a Saturday and Sunday will be paid for at the unaveraged rate of time and one half for all time worked.

24.3 Time Off in Lieu of Overtime

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

- (a) an Employee may only be released from duty in lieu of payment for overtime at the request of the Employee and with the agreement of the Employer. Such agreement shall be in writing and be kept with the time and wages records.
- (b) an Employee may not accumulate more than 20 hours to be taken as leave in lieu of overtime payment and shall be taken within four weeks of the accrual.

Where such leave is not taken in this period, or the employee ceases employment, it shall be paid for at the appropriate overtime rate.

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

24.4 An Employee may refuse to work overtime in circumstances where the working of such overtime would result in the Employee working hours which are unreasonable. What is unreasonable or otherwise will be determined having regard to:

- (a) any risk to Employee health or safety;
- (b) the Employee's personal circumstances including any family and carer responsibilities;
- (c) the needs of the Employer;
- (d) the notice (if any) given by the Employer of the overtime and by the Employee of his or her intention to refuse it; and
- (e) any other relevant matter.

Note: The on call and recall provisions are contained in **clause 15.9**.

PART F – LEAVE AND PUBLIC HOLIDAYS

25. Annual Leave

25.1 Definition

For the purposes of **clause 25 Annual Leave**, 'Employee' means any Employee other than a Casual Employee.

25.2 Annual Leave Payment

- (a) All Employees, other than Casual Employees, shall receive four weeks' paid annual leave in accordance with the Act, such leave normally to be taken during the summer non-term time which falls immediately after Term 4 each year.
- (b) Notwithstanding the provisions prescribed above in **clause 25.2(a)**, General Operational Staff classified according to **clause 12.1(d)**, whose ordinary working hours include work on Saturday and/or Sunday where they may be regularly rostered for work, shall accrue one additional week of annual leave for every year of continuous service or 3.25 hours for every completed month of employment if only a portion of it has been served.
- (c) **Averaged Wage Employees**
For Employees whose wages are averaged in accordance with **clauses 14.4 - 14.6**, the payment for annual leave forms part of the averaged rate of pay that is paid in equal instalments throughout the year during term time and non-term time.

25.3 Annual Leave Loading

- (a) Annual leave loading is payable to an Employee in addition to the pay for a period of annual leave taken by an Employee.
- (b) The loading is to be calculated in relation to any period of annual leave taken by an Employee. The loading is the amount payable for such period at the rate of 17.5 per cent of the Employee's ordinary weekly rate of pay prescribed by this Agreement immediately before commencing the period of annual leave. The loading shall not include any allowances or any other payments prescribed by this Agreement with the exception of the Qualification Allowance for Cleaners prescribed in **clause 15.4**.
- (c) **Annual Leave Loading for Averaged Wage Employees**
Where annual leave is taken by an Employee receiving an averaged rate of pay during the summer non-term time the Employee shall be entitled to the fraction of four weeks' annual leave loading as is equal to the number of weeks worked by the Employee in that school year since the School Service Date compared to the total number of weeks of work in the School year, as set out below:

$$\text{Weekly rate of pay} \times 17.5\% \times 4 \times \frac{\text{Number of weeks worked in School year}}{\text{Total number of weeks of work in School year}}$$

25.4 Payment on Termination of Employment

(a) Averaged Wage Employees

Where an Employee receives an averaged rate of pay, in accordance with **clauses 14.4 - 14.6**, and the Employee's employment ceases, the Employer shall compare the total amount received by the Employee during that school year since the School Service Date (or the date of commencement of employment of the Employee if after the School Service Date that year) with the amount the Employee would have earned if their salary had not been averaged in accordance with **clauses 14.4 - 14.6** including accrued annual leave. Where the amount paid to the Employee is the lesser amount of the two compared, the Employee shall, upon termination, be paid the difference between the averaged amount paid and such higher amount.

(b) Unaveraged Wage Employees

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

(c) Annual Leave Loading on Termination

Where the employment of an Employee ceases for any reason, and at the time this occurs the Employee has not been given and has not taken the whole annual leave to which the Employee became entitled, the Employee shall:

- (i) in the case of an Employee whose wages are not averaged be paid the annual leave loading on 17.5% on all accrued but untaken annual leave; or,
- (ii) in the case of an Employee who receives an averaged rate of pay, be paid annual leave loading calculated in accordance with **clause 25.3(c)**, for the period not taken.

25.5 Cashing out of Annual Leave

(a) An Employee may cash out an amount of accrued but untaken annual leave on the following basis:

- (i) the Employee may elect to cash out an amount of annual leave such that the Employee's remaining accrued annual leave entitlement after cashing out is not less than 4 weeks;
- (ii) the Employee must make a written election, to the Employer, stating that the Employee wishes to cash out a portion of their accrued annual leave;
- (iii) the Employer, in its discretion, provides written authorisation to the Employee to cash out the accrued annual leave; and
- (iv) the Employee shall be paid at least the full amount that would have been payable to the Employee had the Employee taken the leave that they cash out in accordance with this **clause 25.5**.

- (b) If an Employee cashes out an amount of accrued annual leave in accordance with this **clause 25.5**:
 - (i) the Employer will, within a reasonable time, give the Employee the amount of pay they would have received if they had taken the annual leave that the Employee cashed out; and
 - (ii) the Employee will no longer be entitled to the annual leave they have cashed out.

25.6 **Saving Provision for Registered Nurses**

All Registered Nurses who commenced employment with the Employer prior to 1 December 2005, other than Casual Nurses, shall receive nine weeks of paid annual leave, such leave normally to be taken during the summer non-term time which falls immediately after Term 4 each year.

26. **Personal Leave**

26.1 **Entitlement**

- (a) An Employee, with the exception of a Casual Employee, shall be entitled to 10 days of paid personal leave at the commencement of each year of service which may be taken by the Employee if the Employee is not fit for work because of personal illness or personal injury.
- (b) 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 *Worker's Compensation Act 1987* (NSW).
- (c) The Employee shall notify the Principal of the School, or other such person deputised by the Principal, of the general nature of the injury or illness and the estimated duration of the absence, where practicable, prior to the commencement of the first organised School activity on that day.
- (d) The Employer may require the Employee to provide documentary evidence that would satisfy a reasonable person, or a medical certificate from a medical practitioner or other evidence from a medical practitioner or a statutory declaration, demonstrating the Employee's eligibility to Personal leave in accordance with **clause 26.1**.
- (e) For the purposes of **clause 26 Personal Leave**, 'day' means the number of hours which the Employee would have worked on that day if not absent.

26.2 **Accumulation of Personal Leave**

- (a) If all personal leave is not taken in a year, the untaken part shall accumulate from year to year. Personal leave will accumulate indefinitely.
- (b) If a public holiday as defined in **clause 34 Public Holidays** occurs during an Employee's absence on personal leave then such public holiday shall not be counted as personal leave.

26.3 Part-Time Employees

- (a) The personal leave entitlement of a Part-Time Employee shall be in that proportion which the average number of ordinary hours worked by the Employee in a week bears to 38.
- (b) 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.

26.4 Temporary Employees

- (a) Temporary Employees shall be entitled to personal leave in accordance with **clause 26.1** in that proportion of 10 days which the period of appointment of the Employee bears to the school year of the School.
- (b) The personal leave entitlement of Temporary Employees who are employed on a part-time basis shall be that proportion of the amount determined in **clause 26.4(a)** which the average number of ordinary hours worked by the Employee in a week bears to 38.

27. Carer's Leave

27.1 Use of Personal Leave

- (a) A Full-Time or Part-Time Employee with responsibilities in relation to a class of person set out in **clause 27.1(c)(ii)**, who needs the Employee's care or support shall be entitled to use, in accordance with this **clause 27.1**, any current or accrued personal leave entitlement provided for at **clause 26 Personal Leave**, for absences to provide care or support for such persons when they are ill or injured, or who require care due to an unexpected emergency. Such leave may be taken for part of a single day.
- (b) The Employee shall, if required by the Employer, establish either by production of a medical certificate, statutory declaration by the Employee, written statement or other evidence that:
 - (i) the person concerned is ill or injured and requires care; or
 - (ii) the nature of the emergency and that such emergency resulted in the person concerned requiring the Employee's care.
- (c) The entitlement to use personal leave in accordance with this **clause 27.1** is subject to:
 - (i) the Employee being responsible for the care or support of the person concerned; and
 - (ii) the person concerned being:
 - (A) a member of the Employee's immediate family as defined in section 12 of the Act; or
 - (B) a member of the Employee's household.

- (d) The Employee shall not be entitled to paid carer's leave unless he or she notifies the Employer of the need for carer's leave and the estimated period of absence at the first available opportunity and, where possible, before the first organised activity at the School on the day of absence.
- (e) Any carer's leave taken in accordance with this clause shall be deducted from the personal leave entitlement of the Employee in accordance with **clause 26 Personal Leave**. A period of carer's leave shall be paid leave only to extent that the Employee has sufficient unused personal leave available.

27.2 Unpaid Carer's Leave

- (a) Subject to the requirements in **clauses 27.1(b)** and **(d)**, an Employee (including a Casual Employee) is entitled to a period of up to two days' unpaid carer's leave for each occasion when a member of the Employee's immediate family (as defined in section 12 of the Act) or household requires care or support because of:
 - (i) a personal illness, or personal injury, affecting the member; or
 - (ii) an unexpected emergency affecting the member.
- (b) An Employee cannot take unpaid carer's leave during a particular period if the Employee could instead take paid personal/carer's leave.

27.3 Use of Annual Leave for the Purposes of Carer's Leave

- (a) If an Employee has exhausted their entitlement provided for at **clause 26 Personal Leave**, an Employee may elect, with the consent of the Employer, to take annual leave not exceeding ten days in single-day periods, or part thereof, in any calendar year at a time or times agreed by the parties for the purposes of carer's leave.
- (b) An Employee and the Employer may agree to defer payment of annual leave loading in respect of single day absences, until at least five annual leave days are taken.

27.4 Use of Time Off in Lieu of Payment for Overtime for the Purposes of Carer's Leave

An Employee may elect, with the consent of the Employer, to take time off in lieu of payment for overtime in accordance with **clause 24.3** for the purposes of carer's leave.

27.5 Use of Make-up Time for the Purposes of Carer's Leave

An Employee may elect, with the consent of the Employer, to work 'make-up time', under which the Employee takes time off ordinary hours for the purposes of carer's leave, and works those hours at a later time.

27.6 Carer's Entitlement for Casual Employees

- (a) Subject to the evidentiary and notice requirements in **clauses 27.1(b)** and **(d)** Casual Employees are entitled to not be available to attend work, or to leave

work if they need to care for a person prescribed in **clause 27.1(c)(ii)** who is sick and requires care or support, or who requires care due to an unexpected emergency, or the birth of a child.

- (b) The Employer and the Employee shall agree on the period for which the Employee will be entitled to not be available to attend work. In the absence of agreement, the Employee is entitled to not be available to attend work for up to 48 hours (i.e. two days) per occasion. The Casual Employee is not entitled to any payment for the period of non-attendance.
- (c) The Employer must not fail to re-engage a Casual Employee because the Employee accessed the entitlements provided for in this **clause 27.6**. The rights of the Employer to engage or not to engage a Casual Employee are otherwise not affected.

28. Parental Leave

28.1 General

- (a) Employees are entitled to take unpaid parental leave in accordance with the provisions of the Act, subject to the limitations and conditions contained in that Act.
- (b) An Employee who takes unpaid maternity leave or adoption leave under the provisions of section 71 or 72 of the Act must be paid under **clause 28.2** of in the case of maternity leave and under **clause 28.3** in the case of adoption leave, provided that if the leave is concurrent leave as described in section 72(5) of the Act, then such leave shall be paid in accordance with **clause 28.4**.

28.2 Maternity Leave

- (a) The amount of paid maternity leave for a female Employee who applies for unpaid parental leave of at least 14 weeks under section 71 or 72 of the Act, shall be 14 weeks, provided that if the Employee takes a lesser period of leave the Employee shall be entitled to that lesser amount of paid leave.

Note: The paid maternity leave forms part of the Employee's unpaid parental leave and so comes out of the Employee's entitlement to 12 months of unpaid parental leave pursuant to section 70 of the Act, even though the Employee is entitled to be paid for the leave.

- (b) If an Employee has taken a previous period of maternity leave, the Employee is not entitled to the benefit described in this **clause 28.2** for a consecutive period of maternity leave unless the Employee returns to work at the School for a period of at least 6 months following the previous period of maternity leave. However, the Employee will be entitled to unpaid parental leave in accordance with the Act.
- (c) The Employee must be paid:

- (i) at the rate the Employee was paid at the time of commencing the leave, if the Employee is paid a lump sum in accordance with **clause 28.2(d)(i)**, or.
 - (ii) at the rate that would otherwise apply to the Employee, if the Employee is paid at the usual times and intervals that other Teachers are paid at the school.
- (d) The Employee must be paid:
- (i) in a lump sum; or
 - (ii) if the Employee requests, at the usual times and intervals that other Employees are paid at the Employer.
- (e) 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 the birth occurs before the time referred to **clause 28.2(e)(i)**, the date of the birth; or
 - (iii) if the Employee has not commenced maternity leave at the time referred to in **clause 28.2(e)(i)**, when the Employee commences leave which shall not be later than the date of birth; or
 - (iv) a later date agreed between the Employer and the Employee where the date of birth falls during the summer non-term time. Provided that where such an Employee receives an averaged rate of pay, the paid parental leave will commence not sooner than the School Service Date.
- (f) 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 the Employee remains on leave.
- (g) The 14 week period of maternity leave will count as a period of service, for the purpose of annual leave only, under this Agreement. The Employee will be entitled to pro-rata annual leave which will be calculated as $(14 / 52) \times 4 = 1.07$ weeks annual leave due. Any Employee taking less than 14 weeks of maternity leave will have their pro-rata annual leave payment adjusted accordingly.
- (h) An Employee must give notice of the intention to take maternity leave, and provide other notice and documentation, as required by section 74 of the Act.

[Notation:

- (i) *Where possible, parental leave should preferably commence on the day following the last teaching day of a term and conclude on the day preceding the first teaching day of a term. However this does not*

diminish the right of an Employee to proceed on leave on the date the Employee nominates in accordance with the Act.

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

28.3 Adoption Leave

- (a) An Employee who takes unpaid adoption leave under the provisions of section 71 or 72 of the Act must be paid under this **clause 28.3**.
- (b) An Employee shall be entitled to be paid for 14 weeks' of the Employee's adoption leave. If however the Employee takes a period of adoption leave under the Act which is less than 14 weeks the Employee shall be entitled to that lesser amount of paid leave.

Note: The paid adoption leave forms part of the Employee's unpaid parental leave and so comes out of the Employee's entitlement to 12 months of unpaid parental leave pursuant to section 70 of the Act, even though the Employee is entitled to be paid for the leave.

- (c) The payment prescribed in **clause 28.3(b)** shall only be payable in respect of one adopting parent of a child who will be the primary caregiver.
- (d) The 14 week period of adoption leave will count as a period of service, for the purpose of annual leave only, under this Agreement. The Employee will be entitled to pro-rata annual leave which will be calculated as $(14 / 52) \times 4 = 1.07$ weeks annual leave due. Any Employee taking less than 14 weeks of adoption leave will have their pro-rata annual leave payment adjusted accordingly.
- (e) An Employee must give notice of the intention to take adoption leave, and provide other notice and documentation, as required by section 74 of the Act.

28.4 Paid Concurrent Parental Leave

- (a) An Employee who is entitled to take unpaid parental leave pursuant to section 71 or section 72 of the Act and applies to take concurrent parental leave pursuant to section 72(5) of the Act is entitled to payment pursuant to this clause.
- (b) An Employee shall be entitled to be paid for two weeks' of the Employee's concurrent parental leave commencing on the day of birth of the child or on the day on which the mother of the child leaves hospital, or in the case of an adoption, from the date of placement of the child.

Note: The concurrent parental leave forms part of the Employee's unpaid parental leave and so comes out of the Employee's entitlement to 12 months of unpaid parental leave pursuant to section 70 of the Act, even though the Employee is entitled to be paid for two weeks' of the leave.

- (c) An Employee must give notice of the intention to take parental leave, and provide other notice and documentation, as required by section 74 of the Act.
- (d) A period of paid concurrent parental leave will count as a period of service under this Agreement.

28.5 **Casual Employees**

- (a) An Employer must not fail to re-engage a regular Casual Employee because:
 - (i) the Employee or Employee's spouse or de facto is pregnant; or
 - (ii) the Employee is or has been immediately absent on parental leave.
- (b) The rights of the Employer in relation to engagement and re-engagement of Casual Employees are not affected, other than in accordance with this clause.

28.6 **Right to Request**

- (a) An Employee who is entitled to parental leave may make a request to the Employer:
 - (i) to extend the period of concurrent parental leave use for an Employee couple up to a maximum of eight weeks;
 - (ii) to extend the period of unpaid parental leave for a further continuous period of leave not exceeding 12 months; or
 - (iii) to return from a period of parental leave on a part-time basis
for the purpose of assisting the Employee in caring for a child.
- (b) The Employer shall consider the request having regard to the Employee's circumstances and, provided the request is genuinely based on the Employee's parental responsibilities, may only refuse the request on reasonable business grounds related to the effect on the workplace or the Employer's business. Such grounds might include cost, lack of adequate replacement staff, loss of efficiency and the impact on customer service.
- (c) The Employee's request and the Employer's decision made under **clause 28.6(b)** must be recorded in writing.
- (d) Where an Employee wishes to make a request under **clause 28.6(a)(iii)**, such a request must be made as soon as possible before the date on which the Employee is due to return to work from parental leave.

28.7 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 Employer 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 or responsibility level 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 or responsibility level of the position the Employee held before commencing parental leave.
- (b) The Employee shall take reasonable steps to inform the Employer 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 Employer of changes of address or other contact details which might affect the Employer's capacity to comply with **clause 28.7(a)**.

29. Long Service Leave

29.1 Applicability of the *Long Service Leave Act 1955 (NSW)*

Except in so far as expressly varied by the provisions of this clause the provisions of the *Long Service Leave Act 1955 (NSW)* (LSL Act) shall apply.

29.2 Quantum of Leave

Subject to **clauses 29.4** and **29.5**, the amount of long service leave to which an Employee shall be entitled shall:

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

29.3 Payment on Long Service Leave

- (a) When Employees take long service leave after 10 years of continuous service they must be paid at the higher of the following rates of pay:
 - (i) the Employee's weekly rate of pay (not including penalty rates and overtime) immediately prior to the Employee commencing the leave; or
 - (ii) the Employee's average weekly rate of pay (not including penalty rates and overtime) during the period of five years prior to the date immediately before the Employee commences the leave. Periods of leave without pay falling within the five year period shall be disregarded for the purposes of calculating such average weekly rate of pay.
- (b) The Employer does not have to pay the long service leave in accordance with **clause 29.3(a)** where the Employer and Employee have an agreement to pay in accordance with section 3(2B) of the LSL Act.

29.4 Calculation of Entitlement

Subject to the provisions of **clause 29.5**, the amount of long service leave to which the Employee shall be entitled shall be the sum of the following amounts:

- (a) For Employees covered by a single enterprise agreement immediately prior to the commencement of this Agreement the amount of long service leave provided in that single enterprise agreement.
- (b) For Employees classified as School Assistants, Clerical and Administration Staff, and Boarding Staff as defined in **clauses 12.1(a), (b) and (g)**:
 - (i) the amount calculated on the basis of the provisions of the LSL Act in respect of the period of service before 1 May 1995; and
 - (ii) an amount calculated on the basis of the provisions of this clause from 1 May 1995.
- (c) For Employees classified as Maintenance, Grounds and Green Keeping, Canteen and Uniform Shop Staff, and Bus Drivers as defined by **clause 12.1(c)**:
 - (i) the amount calculated on the basis of the provisions of the LSL Act in respect of the period of service before 1 April 2007; and
 - (ii) an amount calculated on the basis of the provisions of this clause from 1 April 2007.
- (d) Subject to the provisions of **clause 29.4(e)**, for Employees classified as General Operational Staff, Long Day Care, Preschool and OOSH Centre Staff, Nurses and Wellbeing Services Staff as defined in **clauses 12.1(d), (e), (f) and (h)**:
 - (i) the amount calculated on the basis of the provisions of the LSL Act in respect of the period of service before 1 January 2011; and
 - (ii) an amount calculated on the basis of the provisions of this clause from 1 January 2011.

- (e) For Employees classified as General Operational Staff, Long Day Care, Preschool and OOSH Centre Staff and Nurses as defined in **clauses 12.1(d), (e) and (f)** whose employment was covered by the *Independent Schools NSW (Combined Non-Teaching Staff) Enterprise Agreement 2010-2011*:
- (i) the amount calculated on the basis of the provisions of the LSL Act in respect of the period of service before 1 January 2010; and
 - (ii) an amount calculated on the basis of the provisions of this clause from 1 January 2010.

(f) **Past long service leave accrual rates**

Classification	Clause	In respect of the period	Calculation of long service leave per year of service
School Assistants, Clerical and Administration Staff	12.1(a) & (b)	Before 1 May 1995	0.866 weeks
		After 1 May 1995	1.05 weeks
Maintenance, Grounds and Green Keeping, Canteen and Uniform Shop Staff, and Bus Drivers	12.1(c)	Before 1 April 2007	0.866 weeks
		After 1 April 2007	1.05 weeks
Long Day Care, Preschool and OOSH Staff*	12.1(e)	Before 1 January 2011	0.866 weeks
		After 1 January 2011	1.05 weeks
General Operational Staff*	12.1(d)	Before 1 January 2011	0.866 weeks
		After 1 January 2011	1.05 weeks
Nurses*	12.1(f)	Before 1 January 2011	0.866 weeks
		After 1 January 2011	1.05 weeks
Boarding Staff	12.1(g)	Before 1 May 1995	0.866 weeks
		After 1 May 1995	1.05 weeks
Wellbeing Services Staff	12.1(h)	Before 1 January 2011	0.866 weeks
		After 1 January 2011	1.05 weeks

* Employees employed in these classifications may be entitled to higher rates of accrual of long service leave from dates prior to those set out in the table. As set out in **clause 29.4(e)** Employees previously covered by the *Independent Schools NSW (Combined Non-Teaching Staff) Enterprise Agreement 2010-2011* will have accrued long service leave at the rate of 1.05 weeks from 1 January 2010.

29.5 **Accrued Entitlement prior to 1 January 2011**

- (a) Where an Employee has accrued a higher rate of long service leave under a previous industrial award or agreement they will continue to accrue it at the higher rate from the date indicated in that award or agreement.
- (b) **Clause 29.5(a)** does not apply to Employees employed by Loreto Normanhurst Limited.

29.6 **Condition of Taking Leave**

- (a) Any long service leave shall be exclusive of any public holidays falling within the period of such leave. Any long service leave shall be exclusive of any non-term time which the Employee is not normally required to work and which falls within the period of such leave.
- (b) An Employee may request to take long service leave in a short block of one week or more and it is up to the Employer's discretion whether to approve the leave.
- (c) An Employee may request to take long service leave at half pay and the Employer may approve such request.

29.7 **No Break in Service**

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

29.8 **Payment in lieu of Long Service Leave**

- (a) An Employee with 10 years' continuous service with the Employer may cash out an amount of additional long service leave accumulated by the Employee which is in excess of their entitlements under the LSL Act (this means long service leave accrued in excess of 0.866 weeks per year).
- (b) Subject to the Employee having 10 years' service, long service leave may be cashed out on the following basis:
 - (i) the Employee elects to cash out some or all of that portion of their accrued long service leave which is the leave accrued in excess of the 0.866 weeks per year accrued under the LSL Act;
 - (ii) the Employee provides a written election to the Employer stating that the Employee wishes to cash out the accrued long service leave; and
 - (iii) the Employer, in its discretion, authorises the Employee to cash out the accrued long service leave.
- (c) If an Employee cashes out an amount of accrued long service leave in accordance with this clause:

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

29.9 Where the employment of an Employee is terminated by the Employer through no fault of the Employee within one week of the end of any school term or during the following vacation, and such Employee whose services are so terminated is re-employed by the same Employer within two weeks after the commencement of the next school term, the contract of employment shall not be deemed to have been broken for the purposes of the *Long Service Leave Act 1955* (NSW).

30. Compassionate Leave

30.1 Paid Compassionate Leave

- (a) An Employee (other than a Casual Employee) will be entitled to paid compassionate leave in accordance with the Act and subject to the terms of the Act.
- (b) Subject to **clauses 30.1(d)** and **(e)**, a Full-Time or Part-Time Employee is entitled to a period of two days of compassionate leave for each occasion when:
 - (i) a member of the Employee's immediate family (as defined by section 12 of the Act) or a member of the Employee's household:
 - (A) contracts or develops a personal illness that poses a serious threat to his or her life; or
 - (B) sustains a personal injury that poses a serious threat to his or her life; or
 - (ii) a child is stillborn, where the child would have been a member of the Employee's immediate family (as defined by section 12 of the Act) or a member of the Employee's household; or
 - (iii) the Employee or their spouse or de facto partner has a miscarriage.
- (c) Subject to **clauses 30.1(d)** and **(e)**, a Full-Time or Part-Time Employee is entitled to a period of three days of compassionate leave for each occasion when a member of the Employee's immediate family (as defined by section 12 of the Act) or a member of the Employee's household dies.
- (d) An Employee may be required to provide the Employer with satisfactory evidence of such illness, injury, death, stillbirth or miscarriage.
- (e) Subject to **clause 30.1(f)**, an Employee shall not be entitled to compassionate leave under this clause during any period in respect of which the Employee has been granted other leave or is otherwise stood down on leave of absence without pay.

- (f) Compassionate leave may be taken in conjunction with leave available under **clause 27 Carer's Leave**. In determining such a request the Employer will give consideration to the circumstances of the Employee and the reasonable operational requirements of the Employer.

30.2 Unpaid Compassionate Leave – Casual Employees

- (a) Casual Employees are entitled to not be available to attend work, or to leave work when:
 - (i) a member of the Employee's immediate family (as defined by section 12 of the Act) or a member of the Employee's household:
 - (A) contracts or develops a personal illness that poses a serious threat to his or her life; or
 - (B) sustains a personal injury that poses a serious threat to his or her life; or
 - (C) dies; or
 - (ii) a child is stillborn, where the child would have been a member of the employee's immediate family (as defined by section 12 of the Act), or a member of the employee's household, if the child had been born alive; or
 - (iii) the Employee or their spouse or de facto partner has a miscarriage.
- (b) The Casual Employee may be required to provide the Employer with satisfactory evidence of such illness, injury, death, stillbirth or miscarriage.
- (c) The Employer and the Casual Employee shall agree on the period for which the Employee will be entitled to not be available to attend work. In the absence of agreement, the Employee is entitled to not be available to attend work for up to 48 hours (i.e. two days) per occasion. The Casual Employee is not entitled to any payment for the period of non-attendance.
- (d) The Employer must not fail to re-engage a Casual Employee because the Employee accessed the entitlements provided for in this clause. The rights of the Employer to engage or not engage a Casual Employee are otherwise not affected.

31. Domestic Violence Leave

An Employee shall be entitled to Unpaid Family and Domestic Violence Leave in accordance with the NES.

32. Jury Service

- 32.1 A Full-Time or Part-Time Employee required to attend for jury service during ordinary working hours shall be provided with paid leave for this purpose. The Employee shall be required to reimburse to the Employer any monies payable to the Employee for

such attendance (excluding reimbursement of expenses) which required the Employee's absence from the School.

- 32.2 The Employee shall notify the Employer as soon as possible of the date upon which he or she is required to attend for jury service. The Employee shall provide to the Employer a copy of the summons to attend jury duty and a record of payments received as proof of attendance.
- 32.3 An Employee's entitlement to Community Service Leave under the Act is otherwise unaffected.

33. Paid Natural Disaster Leave

- 33.1 This clause shall apply when a natural disaster is declared in a local government area or areas by the NSW or ACT government and the circumstances surrounding the natural disaster:
- (a) prevent the Employee from attending for work or leaving home;
 - (b) pose a genuine threat to the Employee's property; or
 - (c) pose a genuine threat to the Employee gaining access to their home (for example, road closures).
- 33.2 An Employee (other than a Casual Employee) is entitled to up to 2 days of paid leave per annum to attend to such matters as they relate to the natural disaster.
- 33.3 A Casual Employee shall be entitled to 2 days' unpaid leave.
- 33.4 The Employee must notify the School as soon as practicable, and where possible prior to the Employee commencing such leave, of the need to take leave pursuant to this **clause 33**, the reason for the leave, that is, why they are unable to attend work, and the period or expected period of their leave.
- 33.5 The School may request a Statutory Declaration from an Employee seeking to access this provision.
- 33.6 Natural Disaster Leave is not cumulative.
- 33.7 For the purpose of this clause, a natural disaster means a flood, severe storm or snowfall, bushfire or other natural emergency that has been declared as such by the NSW or ACT Government in a local government area or areas.
- 33.8 If a natural disaster is declared retrospectively and a Full-Time or Part-Time Employee has already taken other leave because of that declared natural disaster, the Employee may apply for that other leave (including unpaid leave) to be converted to leave pursuant to this subclause, to a maximum of 2 days' paid leave per calendar year.
- 33.9 Nothing in this subclause is intended to preclude access to other leave that may be available to the Employee, provided that such other leave cannot be taken simultaneously with paid natural disaster leave.

34. Public Holidays

- 34.1 For the purposes of this Agreement, public holidays are as defined in the Act and include New Year's Day, Australia Day, Good Friday, Easter Saturday, Easter Monday, Anzac Day, Queen's Birthday, Labour Day, Christmas Day and Boxing Day, and any other day, or part day, recognised under the NES as a public holiday.
- 34.2 In addition to the public holidays specified in **clause 34.1**, an Employee shall be entitled to one additional day as a holiday in each calendar year. Such additional holiday shall be observed on the day when the majority of Employees in an establishment observe a day as an additional holiday or on another day mutually agreed between the Employer and Employee. The additional holiday is not cumulative and must be taken within each year. Provided that the additional holiday shall not apply to those Employees whose rate of pay is averaged over the year in accordance with **clauses 14.4 - 14.6**.
- 34.3 Full-Time and Part-Time Employees shall be entitled to the public holidays in **clauses 34.1 and 34.2** without loss of pay, provided that an Employee shall only be paid for such holidays as occur on those days which he or she normally works.
- 34.4 All time worked on a public holiday as per **clauses 34.1 and 34.2** shall be paid for at the rate of double time and one half at the unaveraged ordinary-time rate with a minimum payment of four hours.

PART G - MISCELLANEOUS

35. Savings

- 35.1 No Employee shall, as a result of the making of this Agreement:
- (a) suffer a reduction in the salary received by the Employee as at 31 January 2022;
 - (b) suffer a reduction or diminution of the conditions of employment received by the Employee as at 31 January 2022;
 - (c) be reclassified under a different job classification in **clause 12.1** without the written consent or request of the Employee.

36. Exemptions

- 36.1 An Employee who is in receipt of a qualifying salary, as defined by **clauses 36.2 - 36.4**, shall not be entitled to the benefits of **clause 20 Hours of Work**, and **clause 24 Overtime**, where there is agreement between the Employer and the Employee that the qualifying salary is inclusive of compensation for any overtime payment to which an Employee would otherwise be entitled.
- 36.2 In the case of Clerical and Administrative Staff classified according to **clause 12.1(b)**, and School Assistants classified according to **clause 12.1(a)**, the qualifying salary is a salary which is 18 per cent in excess of the salary applying from time to time for a Level 4, Step 2 - Administrator as set out in **Table 1 (a) – Annual Rates of Pay for School Assistants and Clerical and Administrative Staff of Schedule 1 – Salary Scales and Allowances**.
- 36.3 In the case of Maintenance and Outdoor Staff classified according to **clause 12.1(c)**, the qualifying salary is a salary which is 10 per cent in excess of the salary applying from time to time for Level 3 Supervisor as set out in **Table 1 (b) – Annual Rates of Pay for Maintenance, Grounds and Green Keeping, Canteen and Uniform Shop Staff and Bus Drivers of Schedule 1 – Salary Scales and Allowances**.
- 36.4 In the case of Nurses classified according to **clause 12.1(f)**, the qualifying salary is a salary which is 10 per cent in excess of the salary applying from time to time for a Senior Nurse as set out in **Table 1 (e) – Annual Rates of Pay for School Nurses of Schedule 1 – Salary Scales and Allowances**.
- 36.5 Any dispute in this matter will be dealt with in accordance with **clause 8 Dispute Resolution**.

37. No Extra Claims

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

38. Requests for Flexible Working Arrangements

- 38.1 An employee can request flexible working arrangements in accordance with section 65 of the Act.

38.2 Responding to the request

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

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

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

38.3 What the written response must include if the employer refuses the request

- (a) **Clause 38.3** applies if the School refuses the request and has not reached an agreement with the employee under **clause 38.2**.
- (b) The written response under section 65(4) must include details of the reasons for the refusal, including the business ground or grounds for the refusal and how the ground or grounds apply.
- (c) If the School and employee could not agree on a change in working arrangements under **clause 38.2**, then the written response under section 65(4):
 - (i) must 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;
 - (ii) must if the School can offer the employee such changes in working arrangements, set out those changes in working arrangements; and
 - (iii) may include an offer to consider alternative options for the parties to consider.

38.4 What the written response must include if a different change in wording arrangements is agreed:

If the School and the employee reached an agreement under **clause 38.2** on a change in working arrangements that differs from that initially requested by the employee, then the School must provide the employee with a written response to their request setting out the agreed change(s) in working arrangements.

38.5 Disputes about whether the School has discussed the request with the employee and responded to the request in the way required by this **clause 38**, can be dealt with in accordance with **clause 8 Disputes Resolution**.

39. Union Representatives

39.1 The Employer shall permit the union representative in the School to post union notices relating to the holding of meetings on a common room noticeboard.

39.2 The union representative shall be permitted in working hours [other than timetabled teaching time] to meet with the Employer or the Principal on union business. Such meetings shall take place at a time and place convenient to both parties.

39.3 Meetings of union members who are employed at the School may be held on the School premises at times and places reasonably convenient to both union members and the Principal. Provided that the union representative gives prior notice to the Principal of the members' intention to meet.

40. Supported Wage Provisions

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

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

Schedule 1 – Salary Scales and Allowances

The rates set out below apply if current superannuation legislation continues to mandate an increase of 0.5% to superannuation in each year of the Agreement. The currently scheduled increases are:

- a superannuation guarantee charge (**SGC**) of 10.5% on 1 July 2022;
- a SGC of 11% on 1 July 2023; and
- a SGC of 11.5% on 1 July 2024.

If in any of the years 2022, 2023 or 2024, the superannuation legislation is amended to freeze the SGC to be applicable on 1 July in that year before the 1 February in that year, the rates payable from the first pay period on or after 1 February of that year set out below will increase by 0.22% with effect from that first pay period on or after 1 February of that year.

If in any of the years 2022, 2023 or 2024, the superannuation legislation is amended in the period between 1 February that year and 1 July that year to freeze the SGC to be applicable on 1 July in that year, the rates payable from the first pay period on or after 1 February of that year set out below will increase by 0.22% with effect from the first pay period on or after 1 July of that year.

The rates of pay contained in **Table 1 – Annual Rates**, **Table 2 – Junior Rates**, and **Table 3 (only those rates identified as # increasing per annum, as per the salary increase)**, will be increased in the circumstances as set out in this clause.

For example, if in 2022:

- before 1 February 2022, the superannuation legislation is amended to freeze the SGC at 10% from 1 July 2022, the salary payable from the first pay period on or after 1 February 2022 set out below will increase by 0.22% effective from that first pay period on or after 1 February 2022;
- on 1 April 2022, the superannuation legislation is amended to freeze the SGC at 10% from 1 July 2022, the salary payable from the first pay period on or after 1 February 2022 set out below will increase by 0.22% effective from the first pay period on or after 1 July 2022.

Table 1 Annual Rates

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

		1	2	3	4
Level	Step	On commencement of the Agreement per annum	From the first full pay period on or after 1 February 2022 per annum 3.28%	From the first full pay period on or after 1 February 2023 per annum 2.28%	From the first full pay period on or after 1 February 2024 per annum 2.53%
School Assistants: Clause 12.1(a)					
Level 1		\$62,909	\$64,972	\$66,453	\$68,134
Level 2		\$67,019	\$69,217	\$70,795	\$72,586
Level 3		\$70,855	\$73,179	\$74,847	\$76,741
Level 4		\$74,450	\$76,892	\$78,645	\$80,635
Clerical and Administrative Staff: Clause 12.1(b)					
Level 1 – Clerical Assistant	1.1	\$55,682	\$57,508	\$58,819	\$60,307
	1.2	\$56,494	\$58,347	\$59,677	\$61,187
Level 2 – Clerical Officer	2.1	\$63,412	\$65,492	\$66,985	\$68,680
	2.2	\$65,258	\$67,398	\$68,935	\$70,679
	2.3	\$68,049	\$70,281	\$71,883	\$73,702
	2.4	\$68,759	\$71,014	\$72,633	\$74,471
Level 3 – Senior Clerical Officer	3.1	\$72,687	\$75,071	\$76,783	\$78,726
	3.2	\$74,080	\$76,510	\$78,254	\$80,234
	3.3	\$75,472	\$77,947	\$79,724	\$81,741
Level 4 – Administrator	4.1	\$85,248	\$88,044	\$90,051	\$92,329
	4.2	\$87,051	\$89,906	\$91,956	\$94,282

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

		1	2	3	4
Level	Step	On commencement of the Agreement per annum	From the first full pay period on or after 1 February 2022 per annum 3.28%	From the first full pay period on or after 1 February 2023 per annum 2.28%	From the first full pay period on or after 1 February 2024 per annum 2.53%
Level 1 – General Hand	1.1	\$51,029	\$52,703	\$53,905	\$55,269
	1.2	\$53,010	\$54,749	\$55,997	\$57,414
	1.3	\$55,025	\$56,830	\$58,126	\$59,597
Level 2(a) – Canteen and Uniform Shop Manager and Bus Driver		\$57,144	\$59,018	\$60,364	\$61,891
Level 2(b) – Maintenance Qualified Trade		\$59,406	\$61,355	\$62,754	\$64,342
Level 3 – Maintenance Supervisor		\$62,055	\$64,090	\$65,551	\$67,209

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

	1	2	3	4
Levels	On commencement of the Agreement per annum	From the first full pay period on or after 1 February 2022 per annum 3.28%	From the first full pay period on or after 1 February 2023 per annum 2.28%	From the first full pay period on or after 1 February 2024 per annum 2.53%
Level 1	\$44,640	\$46,104	\$47,155	\$48,348
Level 2	\$46,388	\$47,910	\$49,002	\$50,242
Level 3	\$47,807	\$49,375	\$50,501	\$51,779
Level 4	\$50,428	\$52,082	\$53,269	\$54,617
Level 5	\$52,179	\$53,890	\$55,119	\$56,514

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

		1	2	3	4
Long Day Care Centre Classification	Step	On commencement of the Agreement per annum	From the first full pay period on or after 1 February 2022 per annum 3.28%	From the first full pay period on or after 1 February 2023 per annum 2.28%	From the first full pay period on or after 1 February 2024 per annum 2.53%
Child Care Worker	1	\$50,904	\$52,574	\$53,773	\$55,133
	2	\$51,323	\$53,006	\$54,215	\$55,587
	3	\$51,723	\$53,420	\$54,638	\$56,020
	4	\$52,141	\$53,851	\$55,079	\$56,472
	5	\$52,638	\$54,365	\$55,605	\$57,012
Advanced Child Care Worker	1	\$53,751	\$55,514	\$56,780	\$58,217
	2	\$56,323	\$58,170	\$59,496	\$61,001
	3	\$56,323	\$58,170	\$59,496	\$61,001
Advanced Child Care Worker (Diploma Qualified)	1	\$56,896	\$58,762	\$60,102	\$61,623
	2	\$62,692	\$64,748	\$66,224	\$67,899
	3	\$65,727	\$67,883	\$69,431	\$71,188
	4	\$68,998	\$71,261	\$72,886	\$74,730
Assistant Coordinator	1	\$58,348	\$60,262	\$61,636	\$63,195
	2	\$62,319	\$64,363	\$65,830	\$67,495
Assistant Coordinator (Diploma Qualified)	1	\$70,529	\$72,842	\$74,503	\$76,388
Coordinator	1	\$74,325	\$76,763	\$78,513	\$80,499
Coordinator (Diploma Qualified)	1	\$75,909	\$78,399	\$80,186	\$82,215
	2	\$77,438	\$79,978	\$81,801	\$83,871
	3	\$79,531	\$82,140	\$84,013	\$86,139
	4	\$82,157	\$84,852	\$86,787	\$88,983

Preschool and OOSH Centre Rates

		1	2	3	4
Preschool/ OOSH Centre Classification	Step	On commencement of the Agreement per annum	From the first full pay period on or after 1 February 2022 per annum 3.28%	From the first full pay period on or after 1 February 2023 per annum 2.28%	From the first full pay period on or after 1 February 2024 per annum 2.53%
		Child Care Worker	1	\$49,067	\$50,676
	2	\$49,470	\$51,093	\$52,258	\$53,580
	3	\$49,854	\$51,489	\$52,663	\$53,995
	4	\$50,256	\$51,904	\$53,087	\$54,430
	5	\$50,732	\$52,396	\$53,591	\$54,947
Advanced Child Care Worker	1	\$53,751	\$55,514	\$56,780	\$58,217
	2	\$56,323	\$58,170	\$59,496	\$61,001
	3	\$56,323	\$58,170	\$59,496	\$61,001
Advanced Child Care Worker (Diploma Qualified)	1	\$54,831	\$56,629	\$57,920	\$59,385
	2	\$60,402	\$62,383	\$63,805	\$65,419
	3	\$63,318	\$65,395	\$66,886	\$68,578
	4	\$66,465	\$68,645	\$70,210	\$71,986
Assistant Coordinator	1	\$58,348	\$60,262	\$61,636	\$63,195
	2	\$62,319	\$64,363	\$65,830	\$67,495
Assistant Coordinator (Diploma Qualified)	1	\$67,939	\$70,167	\$71,767	\$73,583
Coordinator	1	\$74,325	\$76,763	\$78,513	\$80,499
Coordinator (Diploma Qualified)	1	\$74,325	\$76,763	\$78,513	\$80,499
	2	\$74,906	\$77,363	\$79,127	\$81,129
	3	\$77,001	\$79,527	\$81,340	\$83,398
	4	\$79,626	\$82,238	\$84,113	\$86,241

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

Level	1	2	3	4
	On commencement of the Agreement per annum	From the first full pay period on or after 1 February 2022 per annum 3.28%	From the first full pay period on or after 1 February 2023 per annum 2.28%	From the first full pay period on or after 1 February 2024 per annum 2.53%
1 st year of service	\$58,487	\$60,405	\$61,782	\$63,345
2 nd year of service	\$62,319	\$64,363	\$65,830	\$67,495
3 rd year of service	\$64,442	\$66,556	\$68,073	\$69,795
4 th year of service	\$67,617	\$69,835	\$71,427	\$73,234
5 th year of service	\$70,777	\$73,098	\$74,765	\$76,657
6 th year of service	\$73,931	\$76,356	\$78,097	\$80,073
7 th year of service	\$77,563	\$80,107	\$81,933	\$84,006
8 th year of service	\$80,575	\$83,218	\$85,115	\$87,268
Senior Nurse	\$91,517	\$94,519	\$96,674	\$99,120

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

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

Level	1	2	3	4
	On commencement of the Agreement per annum	From the first full pay period on or after 1 February 2022 per annum 3.28%	From the first full pay period on or after 1 February 2023 per annum 2.28%	From the first full pay period on or after 1 February 2024 per annum 2.53%
1	\$59,500	\$61,452	\$62,853	\$62,856
2	\$61,505	\$63,522	\$64,970	\$66,614
3	\$67,533	\$69,748	\$71,338	\$73,143
4	\$73,801	\$76,222	\$77,960	\$79,932

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

Level	Classification		1	2	3	4
			On commencement of the Agreement per annum	From the first full pay period on or after 1 February 2022 per annum 3.28%	From the first full pay period on or after 1 February 2023 per annum 2.28%	From the first full pay period on or after 1 February 2024 per annum 2.53%
1	Wellbeing Service Non Graduate Staff	Year 1	\$70,855	\$73,179	\$74,847	\$76,741
		Year 2	\$72,925	\$75,317	\$77,034	\$78,983
		Year 3	\$76,718	\$79,234	\$81,041	\$83,091
2	Wellbeing Service Graduate Staff	Year 1	\$79,719	\$82,334	\$84,211	\$86,342
		Year 2	\$82,613	\$85,323	\$87,268	\$89,476
		Year 3	\$87,407	\$90,274	\$92,332	\$94,668
3	Wellbeing Service - Senior Staff		\$93,028	\$96,079	\$98,270	\$100,756
4	Wellbeing Service Staff - Psychologists	Year 1	\$74,300	\$76,737	\$78,487	\$80,473
		Year 2	\$76,927	\$79,450	\$81,261	\$83,317
		Year 3	\$80,868	\$83,520	\$85,424	\$87,585
		Year 4	\$85,797	\$88,611	\$90,631	\$92,924
		Year 5	\$90,732	\$93,708	\$95,845	\$98,270
		Year 6	\$95,662	\$98,800	\$101,053	\$103,610
		Year 7	\$100,592	\$103,891	\$106,260	\$108,948

Table 2 – Junior Rates

	Percentage of Adult Rate of Pay	
Clause No.	12.1(a), (b) and (c)	12.1(e)
	School Assistants, Clerical Staff, Maintenance, Grounds and Green Keeping, Canteen and Uniform Shop Staff	Long Day Care, Preschool and OOSH Centre Staff
Under 17 years of age	60	70
At 17 years of age	60	80
At 18 years of age	70	90
At 19 years of age	80	100
At 20 years of age	90	100

Table 3 – Other Rates and Allowances

2022 to 2024		1	2	3
Brief Description of Allowance Item	Clause No.	From the first full pay period on or after 1 February 2022	From the first full pay period on or after 1 February 2023	From the first full pay period on or after 1 February 2024
Weekly Motor Car Allowance	15.1(b)	\$107.96 per week for a vehicle 1500 cc or less \$133.45 per week for a vehicle over 1500 cc	\$107.96 per week for a vehicle 1500 cc or less \$133.45 per week for a vehicle over 1500 cc	\$107.96 per week for a vehicle 1500 cc or less \$133.45 per week for a vehicle over 1500 cc
Per km Motor Car Allowance*	15.1(c)	\$0.80 per km	To increase in line with the Award*	To increase in line with the Award*
Per km Motorcycle Allowance*	15.1(c)	\$0.27 per km	To increase in line with the Award*	To increase in line with the Award*
Laundering of Uniforms & Protective Clothing – all staff except Maintenance, Grounds & Green Keeping, General Operational Staff & Nurses*	15.2(a)	\$0.30 per day	To increase in line with the Award*	To increase in line with the Award*

Laundering of Uniforms & Protective Clothing – Maintenance, Grounds & Green Keeping, General Operational Staff & Nurses**		15.2(b)	\$1.87 per day**	\$1.87 per day**	\$1.87 per day**
Toilet, etc allowance#		15.3	\$2.27 per day	\$2.32 per day	\$2.38 per day
Qualification Allowance – Cleaning Supervisor’s Course#		15.4	\$4.75 per day	\$4.86 per day	\$4.98 per day
Leading Hand Allowance#	In charge of 1-5 Employees	15.5	\$29.21 per week	\$29.88 per week	\$30.64 per week
	In charge of 6 -10 Employees		\$36.32 per week	\$37.15 per week	\$38.09 per week
	In charge of 11-15 Employees		\$48.78 per week	\$49.89 per week	\$51.15 per week
	In charge of over 16 Employees		\$58.95 per week	\$60.29 per week	\$61.82 per week
	Extra Employee over 20		\$0.86 per week	\$0.88 per week	\$0.90 per week
First Aid and Medication Allowance#		15.6 15.7(d)	\$6.83 per day	\$6.99 per day	\$7.17 per day
Authorised Supervisor – Child Care#		15.8	\$44.38 per week	\$45.39 per week	\$46.54 per week
Sleepover Allowance*		15.1	\$51.66 per sleepover	To increase in line with the Award*	To increase in line with the Award*
Overtime Meal Allowance*		15.11	\$16.53 per meal	To increase in line with the Award*	To increase in line with the Award*
Tool Allowance*		15.13	\$16.06 per week for tradesperson \$30.40 per week for a carpenter or joiner	To increase in line with the Award*	To increase in line with the Award*

These allowances have been provided with an increase per annum, as per the salary increase.

* These allowances will increase to reflect the respective allowance in the *Educational Services (Schools) General Staff Award 2010 (Award)* as at the increase date.

** The Laundering of Uniforms & Protective Clothing Allowance for Maintenance, Grounds & Green Keeping, General Operational Staff & Nurses has been adjusted in line with the movement of All Groups CPI - Weighted average of eight capital cities between March 2010 Quarter and up to and including the June 2016 Quarter.

Schedule 2 – Employers and Schools Covered by this Agreement

Trading Name	Legal Entity
A.G.B.U. Alexander Primary School	Armenian General Benevolent Union School Inc
Abbotsleigh	The Council of Abbotsleigh
Aetaomah School	Sun Artistry Ltd
Al Amanah College	Al Amanah College Ltd
Al Sadiq College	Al Sadiq College Ltd
Al Zahra College	Al Zahra College Limited
Al-Faisal College	Al-Faisal College Limited
All Saints Grammar School	All Saints Greek Orthodox Grammar School
Alpha Omega Senior College	Alpha Omega Senior College Ltd
Amity College	Amity College Australia Limited
Arden Anglican School	Arden Anglican School Council
Arkana College	Arkana College Ltd
Arndell Anglican College	Anglican Schools Corporation
Ascham School	Ascham School Ltd
Aspect Central Coast School	Autism Spectrum Australia (Aspect)
Aspect Hunter School	Autism Spectrum Australia (Aspect)
Aspect Macarthur School	Autism Spectrum Australia (Aspect)
Aspect Riverina School	Autism Spectrum Australia (Aspect)
Aspect South Coast School	Autism Spectrum Australia (Aspect)
Aspect South East Sydney School	Autism Spectrum Australia (Aspect)
Aspect Vern Barnett School	Autism Spectrum Australia (Aspect)
Aspect Western Sydney School	Autism Spectrum Australia (Aspect)

Trading Name	Legal Entity
Aurora Southern Highlands Steiner School	Southern Highlands Company for Steiner Education Limited
Australian International Academy Sydney Strathfield	Australian International Academy of Education Limited
Australian Islamic College of Sydney	Australian Islamic College of Sydney
Barker College	The Council of Barker College
Barrenjoey Montessori School	Avalon Montessori Association
Bellfield College	Bellfield Group Limited
Bethel Christian School	Bethel Christian School Ltd
Biala Special School	Biala Support Services Ltd
Bishop Druitt College	Bishop Druitt College Council
Bishop Tyrrell Anglican College	Bishop Tyrrell Anglican College
Blacktown Youth College Incorporated	Blacktown Youth College Incorporated
Blue Mountains Grammar School	Blue Mountains Grammar School Ltd
Blue Mountains Steiner School	Blue Mountains Waldorf School Ltd
Broughton Anglican College	Campbelltown Anglican Schools Council
Byron Community Primary School	Byron Community Primary School Inc
Calrossy Anglican School	Calrossy Anglican School
Cameragal Montessori School	Cameragal Montessori School
Cape Byron Steiner School	Cape Byron Rudolf Steiner School Limited
Carinya Christian School	The Tamworth Christian Education Association Limited
Castlecrag Montessori School	Castlecrag Montessori School Inc
Casuarina Steiner School	The Casuarina School Co-operative Ltd
Central Coast Grammar School	Central Coast Grammar School Ltd
Central Coast Steiner School	Central Coast Steiner School Limited

Trading Name	Legal Entity
Christadelphian Heritage College Sydney	Christadelphian Heritage College Sydney Ltd
Chrysalis Steiner School	Chrysalis School For Rudolf Steiner Education Ltd
Claremont College	Anglican Schools Corporation
Clarence Valley Anglican School	Clarence Valley Anglican School
Coogee Boys' Preparatory School	Coogee Boys' Preparatory School Pty Ltd
Cranbrook School	Cranbrook School
Currambena Primary School	Currambena Ltd
Danebank Anglican School for Girls	Anglican Schools Corporation
Elonera Montessori School	Elonera Ltd
Elouera Special School	Elouera Association Ltd
Emanuel School	Emanuel School
Emmanuel Anglican College	Emmanuel Anglican College Council
ET Australia Secondary College	Employment and Training Australia Limited
Farmhouse Montessori School	Manly Warringah Montessori Society
Forestville Montessori School	The Peninsula Montessori Association Limited
Frensham School	Winifred West Schools Ltd
Galstaun College	Hamazkaine Arshak And Sophie Galstaun School Limited
Georges River Grammar	Georges River Grammar School Ltd
German International School Sydney	German School Johannes Gutenberg
Gib Gate School	Winifred West Schools Ltd
Glenaeon Rudolf Steiner School	Glenaeon Rudolf Steiner School Limited
Green Valley Islamic College	Green Valley Islamic College Ltd
Hawkesbury Independent School	Hawkesbury Independent School Inc
Heritage College Lake Macquarie	Christadelphian Heritage College Incorporated

Trading Name	Legal Entity
Highfields Preparatory and Kindergarten School	Highfields Preparatory & Kindergarten School Limited
Hills Montessori School	Hills Montessori Society
Hunter Valley Grammar School	Hunter Valley Grammar School
Inaburra School	Inaburra School Limited
Inner Sydney Montessori School	Inner Sydney Montessori Association
International Chinese School	International Chinese School Limited
International Grammar School	The International Grammar School Sydney Limited
Italian Bilingual School	CO AS IT Italian Association of Assistance
John Colet School	John Colet Schools
Kamaroi Rudolf Steiner School	Kamaroi Rudolf Steiner School Limited
Kambala	Kambala
Karuna Montessori School	Northern Beaches Montessori Association
Kincoppal - Rose Bay School	Kincoppal - Rose Bay School
Kindlehill School	Kindlehill Ltd
Kinma School	Kinma Limited
Kinross Wolaroi School	Kinross Wolaroi School
Knox Grammar School	Knox Grammar School
Korowal School	Korowal School Limited
Lakes Grammar - An Anglican School	Lakes Grammar An Anglican School
Lindfield Montessori Preschool	Lindfield Montessori Society Incorporated
Lindisfarne Anglican Grammar School	Lindisfarne Anglican School
Linuwel School	Linuwel School Ltd
Living School	Living Schools Global Limited
Loreto Kirribilli	Loreto Kirribilli Limited
Loreto Normanhurst	Loreto Normanhurst Limited

Trading Name	Legal Entity
Lorien Novalis School	Lorien-Novalis School for Rudolf Steiner Education Ltd
Lutheran School Wagga Wagga	Lutheran School Wagga Wagga Limited
Lycee Condorcet The International French School of Sydney	Lycee Condorcet the International French School of Sydney Ltd
Macarthur Anglican School	Macarthur Anglican School
Macleay Vocational College	Macleay Valley Workplace Learning Centre Incorporated
Macquarie Anglican Grammar School	Anglican Schools Corporation
Malek Fahd Islamic School	Malek Fahd Islamic School Limited
Mamre Anglican School	Anglican Schools Corporation
Manning Valley Anglican College	Manning Valley Anglican College Anglican Diocese of Newcastle
Margaret Jurd College	Margaret Jurd College (NSW) Limited
Masada College	Masada College
Medowie Christian School	Medowie Christian School Limited
Meriden School	Meriden School
Minimbah Aboriginal Primary School	Minimbah Pre-School, Primary School Aboriginal Corporation
MLC School	MLC School
Moama Anglican Grammar School	Moama Anglican Grammar Ltd
Monte Sant' Angelo Mercy College	Monte Sant' Angelo Mercy College Limited
Montessori East	Eastern Suburbs Montessori Association Limited
Montgrove College	PARED Ltd
Moriah College	Moriah War Memorial College Association
Mosman Church of England Preparatory School	Mosman Church of England Preparatory School Limited
Mount Annan Christian College	Mount Annan Christian College Ltd
Mount Sinai College	Mount Sinai College

Trading Name	Legal Entity
Mumbulla School for Rudolf Steiner Education	Mumbulla School for Rudolf Steiner Education Limited
Narnia Christian Preschool and Early Childhood Centres	St Philip's Christian Education Foundation Ltd
New England Girls' School	NEGS Limited
Newcastle Grammar School	Newcastle Grammar School Limited
Newington College	Council of Newington College
Northern Beaches Christian School	Northern Beaches Christian School
Northholm Grammar School	Northholm Grammar School Limited
Northside Montessori School	Northside Montessori Society
Nowra Anglican College	Anglican Schools Corporation
Oran Park Anglican College	Anglican Schools Corporation
Orange Anglican Grammar School	Anglican Schools Corporation
Oxley College	Oxley College Ltd
Penrith Anglican College	Anglican Schools Corporation
Pittwater House	The Pittwater House Schools Ltd
PLC Armidale	Presbyterian Ladies College Armidale
Presbyterian Ladies College Sydney	Presbyterian Ladies College Sydney
Pymble Ladies' College	Pymble Ladies' College
Queenwood	Queenwood School for Girls Ltd
Ravenswood School For Girls	Ravenswood School for Girls
Redfern Jarjum College	Redfern Jarjum College Ltd
Redfield College	PARED Ltd
Redlands	SCECGS Redlands Limited
Richard Johnson Anglican School	Anglican Schools Corporation
Nextsense School – Spoken Language Program	Royal Institute For Deaf And Blind Children

Trading Name	Legal Entity
Nextsense School - Blind and Deaf Blind Program	Royal Institute For Deaf And Blind Children
Nextsense School – Sign Bilingual program	Royal Institute For Deaf And Blind Children
Rissalah College	Rissalah College Ltd
Roseville College	Anglican Schools Corporation
Rouse Hill Anglican College	Anglican Schools Corporation
Saint Ignatius' College	Saint Ignatius' College Riverview Limited
Saint Mary MacKillop Colleges	Saint Mary MacKillop Colleges Limited
Salamah College	Salamah College Limited
Sapphire Coast Anglican College	Sapphire Coast Anglican College
Sathya Sai College	Sathya Sai College Limited
SCEGGS Darlinghurst	SCEGGS Darlinghurst Ltd
Scone Grammar School	St Lukes Scone Grammar School Council
Scots All Saints College	Scots All Saints College
SEDA College	SEDA College NSW Limited
Shearwater Steiner School	Shearwater the Mullumbimby Steiner School Limited
Shellharbour Anglican College	Anglican Schools Corporation
Sherwood Hills Christian School	Sherwood Hills Christian School Limited
Shire Christian School	The Sutherland Shire Christian School Association Ltd
SHORE - Sydney Church of England Grammar School	Sydney Church of England Grammar School Council
Skillset Senior College	Skillset Senior College Ltd
Snowy Mountains Grammar School	Snowy Mountains Grammar School Limited
Southside Montessori School	Southside Montessori Society
St Aloysius' College	St Aloysius' College Ltd
St Andrew's Cathedral School	The Council of St Andrew's Cathedral School

Trading Name	Legal Entity
St Bishoy Coptic Orthodox College	St Bishoy Coptic Orthodox College
St Catherine's School	The Council of St Catherine's School, Waverley
St Columba Anglican School	St Columba Anglican School Council Incorporated
St Dominic Savio School	Society of St Pius X Ltd
St Euphemia College	The Greek Orthodox Church Community of Bankstown District St. Euphemia Limited
St Hurmizd Assyrian Primary School	Assyrian Christian Schools Limited
St John's Lutheran Primary School	St John's Lutheran School Jindera Ltd
St Luke's Grammar School	Anglican Schools Corporation
St Mark's Coptic Orthodox College	Saint Mark's Coptic Orthodox College
St Narsai Assyrian Christian College	Assyrian Christian Schools Limited
St Paul's College	St Paul's College Ltd
St Paul's Grammar School	St Pauls Grammar School Penrith Ltd
St Paul's Lutheran Primary School	St Paul's Lutheran Primary School Henty Incorporated
St Peter's Anglican College	St Peter's Anglican College
St Peter's Anglican Primary School	Campbelltown Anglican Schools Council
St Philip's Christian College - Cessnock	St Philip's Christian Education Foundation Ltd
St Philip's Christian College - Gosford	St Philip's Christian Education Foundation Ltd
St Philip's Christian College - Newcastle	St Philip's Christian Education Foundation Ltd
St Philip's Christian College - Port Stephens	St Philip's Christian Education Foundation Ltd
St Philip's Christian College DALE	St Philip's Christian Education Foundation Ltd
St Philip's Christian College DALE - Young Parents	St Philip's Christian Education Foundation Ltd
St Spyridon College	The Greek Orthodox Parish of South East Sydney


Trading Name	Legal Entity
St Vincent's College	St. Vincent's College Limited
Sydney Montessori School	Sydney Montessori School Limited
Tallowood Steiner School	Tallowood Steiner School Inc
Tangara School for Girls	PARED Ltd
Tambelin Independent School	Tambelin Independent School Inc
Tara Anglican School for Girls	The Council of Tara Anglican School For Girls
The Anglican School Googong	The Anglican School Googong
The Armidale School	The Armidale School
The Central Coast Montessori Primary School	The Central Coast Montessori Primary School Limited
The Hills Grammar School	The Hills Grammar School
The Illawarra Grammar School	The Illawarra Grammar School
The Joseph Varga School	The Joseph Varga School
The King's School	The Council Of The King's School
The McDonald College	The McDonald College Limited
The Scots College	The Scots College
The Scots School Albury	The Uniting Church in Australia Property Trust (Victoria)
Thomas Hassall Anglican College	Anglican Schools Corporation
Trinity Grammar School	The Council of Trinity Grammar School
Unity Grammar College	Unity Grammar College Ltd
Vistara Primary School	Ananda Marga Pracaraka Samgha Ltd Vistara Primary School
Warrah School	Warrah Society
Wenona School	Wenona School Ltd
Westmead Christian Grammar School	Westmead Christian Grammar School Limited
William Carey Christian School	Liverpool/Campbelltown Christian School Ltd

Trading Name	Legal Entity
William Clarke College	The William Branwhite Clarke College Council
Wollemi College	PARED Ltd
Wollondilly Anglican College	Anglican Schools Corporation
Woodbury Autism Education and Research	Woodbury Autism Education and Research Limited

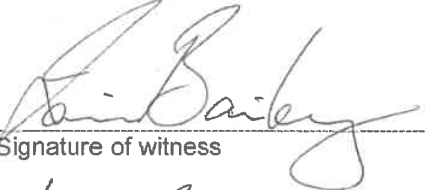
Signing Page

EXECUTED as an agreement.

SIGNED for and on behalf of the
**Employers listed in Schedule 2 –
Employer and Schools Covered by this
Agreement** by an authorised officer in the
presence of


Signature of witness
EVELYN LANGTON A1NSW
HEAD OF WORKPLACE MANAGEMENT
Name of witness (print) 7/12/2021

SIGNED for and on behalf of the
**Independent Education Union of
Australia** as a representative of Employees
by an authorised officer in the presence of


Signature of witness
IAIN BAILEY
Name of witness (print)

) 
Signature of authorised officer

) CATHY MICHELLE LOVELL
Name of authorised officer

THE ASSOCIATION OF INDEPENDENT SCHOOLS
OF NSW

Address of authorised officer
LEVEL 12, 99 YORK STREET,
SYDNEY NSW 2000

Office held
ASSOCIATE CHIEF EXECUTIVE:
SCHOOL OPERATIONS AND
GOVERNANCE

) 
Signature of authorised officer

) CAROL MATTHEWS
Name of authorised officer

485-501 Wattle Street
Ultimo NSW 2007

Address of authorised officer
Acting Secretary
NSW/ACT Branch

Office held