



DECISION

Fair Work Act 2009
s.185—Enterprise agreement

The Association of Independent Schools of New South Wales Limited
(AG2025/705)

INDEPENDENT SCHOOLS NSW (PROFESSIONAL AND OPERATIONAL STAFF) COOPERATIVE MULTI-ENTERPRISE AGREEMENT 2025

Educational services

DEPUTY PRESIDENT DEAN

CANBERRA, 2 APRIL 2025

Application for approval of the Independent Schools NSW (Professional and Operational Staff) Cooperative Multi-Enterprise Agreement 2025.

[1] An application has been made for approval of a multi-enterprise agreement known as the *Independent Schools NSW (Professional and Operational Staff) Cooperative Multi-Enterprise Agreement 2025* (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. The Agreement is a multi-enterprise agreement.

[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 Applicant has also made an application pursuant to s.218A to correct errors in the Agreement which were identified after it was made. The application seeks to correct drafting errors in Schedule 4 of the Agreement, and to correct the names of the legal entities and schools in Schedule 6 and Schedule 7 that are covered by the Agreement. I am satisfied that the errors identified by the Applicant are obvious errors and irregularities and that it is appropriate to make the correction by varying the Agreement pursuant to s.218A of the Act. An amended version of the Agreement has been filed which incorporates the variation.

[5] The Agreement is approved and, in accordance with s.54 of the Act, will operate from 9 April 2025. The nominal expiry date of the Agreement is 31 January 2028.



DEPUTY PRESIDENT

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**Independent Schools NSW
(Professional and Operational Staff)
Cooperative Multi-Enterprise
Agreement 2025**

PART A – APPLICATION AND OPERATION

1. Title

This Agreement shall be known as the *Independent Schools NSW (Professional and Operational Staff) Cooperative Multi-Enterprise Agreement 2025*.

2. Arrangement

This Agreement is arranged as follows:

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3. Commencement

- 3.1 This Agreement commences on and from 1 February 2025 or seven days after the date of the approval by the Fair Work Commission, whichever is the later (**Commencement Date**). The nominal expiry date of this Agreement is 31 January 2028.
- 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.
- 3.3 The salaries contained in **Schedule 1 – Salary Scales and Allowances** of this Agreement do not commence until the first full pay period on or after 1 February 2025.
- 3.4 If the Agreement commences after the first full pay period on or after 1 February 2025, the difference between the actual rate of pay received by an Employee and the amounts set out in this Agreement shall be paid to the Employee as soon as practicable after commencement of the Agreement. This **clause 3.4** only applies to Employers covered by the Agreement as at the Commencement Date.

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 (Professional and Operational Staff) Cooperative Multi-Enterprise Agreement 2025*.
- 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 professional and operational Employees employed in a School as:
- (a) an Employee other than a teacher who may be employed as a teachers' aide or learning assistant to assist students learning either individually or in groups, including bilingual aide and alternate format publication staff. Such persons are described in this Agreement as **Classroom Support Services Employees**; or
 - (b) 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, outdoor education 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 **Curriculum/Resources Services Employees**; or

- (c) an Employee employed in a clerical or administrative capacity, including human resources or marketing. Such persons are described in this Agreement as **Clerical and Administration Services Employees**; or
- (d) an Employee who assists staff and students in the area of information technology or who provides information and communication technology services to the School. Such persons are described in this Agreement as **ICT Support Services Employees**; or
- (e) 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 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. Such persons are described in this Agreement as **School Operational Services Employees**; or
- (f) an Employee who may be employed in a position described as childcare workers, educators, childcare assistants or supervisors in or in connection with a preschool, childcare, child minding centres, before and after school care services (OOSH) and vacation care services. Such persons are described in this agreement as **Preschool/Childcare Services Employees**; or
- (g) a registered nurse. Such persons are described in this Agreement as **Nursing Services Employees**; or
- (h) an Employee who is employed with responsibility for the pastoral care and supervision of students in a boarding house. Such persons are described in this Agreement as **Boarding Services Employees**; or
- (i) an Employee who is employed to provide support, counselling, assessment and welfare services to students. Such persons are described in this Agreement as **Wellbeing Services Employees**; or
- (j) an Employee who is employed as a music tutor, sports coach (including swim coaches who are not employed in health and fitness centres and/or swimming pools owned and operated by Schools for school and shared community use) or other type of tutor/coach for example, speech, drama, debating, language etc. Such persons are described in this Agreement as **Instructional Services Employees**.

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 childcare 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 which may include vacation care programs.
- 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, childcare 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 **Previous Agreement** means Independent Schools NSW (Support and Operational Staff) Multi-Enterprise Agreement 2021, Stella Maris College (Support and Operational Staff) Enterprise Agreement 2017, Santa Sabina College (Support and Operational Staff) Enterprise Agreement 2022, NSW Christian Schools General Staff Multi-Enterprise Agreement 2020-2023 or Hunter Trade College Enterprise Agreement 2020-2022.
- 4.14 **School** means a registered non-government school, or a preschool or early learning centre attached to, or operated by, a registered non-government school.
- 4.15 **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.
- 4.16 **Temporary Employee** means an Employee as set out in **clause 9.6**.
- 4.17 **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 6 – 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 6 – Employers and Schools Covered by this Agreement**, including at any Pre-

School 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) swim coaches and staff employed in health and fitness centres and/or swimming pools owned and operated by Schools for school and shared community use; or
- (d) employees who are engaged for the purpose of religious instruction, the supervision of prayers or to undertake other religious duties; or
- (e) 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
- (f) GAP students who are engaged to supervise in the Boarding House in exchange for accommodation in the Boarding House; or
- (g) therapists, counsellors, psychologists and youth workers employed in special schools or special assistance schools recognised as such by the Minister; or
- (h) Early Learning Centres owned and operated by Saint Ignatius' College, SHORE, NextSense; or
- (i) Inaburra Communications Limited trading as Inaburra Preschool; or
- (j) 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**; 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 Services Employees to vacate premises during non-term time, this must be clearly indicated at the time of engagement and should be included in the letter of appointment.

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 4.15**) 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 Services Employees 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) Classroom Support Services or Curriculum/Resources Services Employees (except Outdoor Education) 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 1(g)** of **Schedule 2 – Classifications** 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 classified in accordance with **clause 1(g)** of **Schedule 2 – Classifications** 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) Preschool/Childcare Services Employees 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.
- (v) Instructional Services Employees and Curriculum/Resources Services Employees (Outdoor Education only) may be paid for a minimum of two hours for each start.

(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 1(g)** of **Schedule 2 – Classifications** who are employed by a School that only employs one or two Cleaners shall be paid for a minimum of two hours for each start; and
 - (ii) Preschool/Childcare Services Employees 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.
 - (iii) Instructional Services Employees shall be paid a minimum of two hours for each start.
- (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. See sections 66A to 66MA of the Act.

Note: Disputes about changes to casual employment status may be dealt with under **clause 8 – Dispute resolution** and/or sections 66M and 66MA of the Act.

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.
- (d) Subject to the provisions of the Act in place from time to time, a Temporary Employee may only be employed on successive temporary appointments where each appointment is for a different purpose or to a different position. The total period of temporary engagement should not exceed 24 months, unless an exemption under the Act applies. Where an exemption does not apply, the term of the contract that provides an end date is taken to have no effect.

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, who is at least 18 years of age, fails to give notice in accordance with **clause 10.1** or fails to work out the notice period, the Employee 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 provide to 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 provide to an Employee whose employment has been terminated in accordance with **clause 7.1(a)**, 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 Entitlement</u>
Less than 1 year	Nil
year and less than 2 years	4 weeks
years and less than 3 years	7 weeks
years and less than 4 years	10 weeks
years and less than 5 years	12 weeks
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 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

- (a) Employees employed prior to the Commencement Date who were classified under a Previous Agreement will translocate to the classifications in this Agreement in accordance with **Schedule 4 – Translocation Provisions to this Agreement**.
- (b) Employees shall be classified as determined by the Employee's skill and/or qualifications and the duties required to be performed in the position, according to the classification structure set out in **Schedule 2 – Classifications**.
- (c) **Schedule 2 - Classifications** are to be read in conjunction with the table in **Schedule 3 – Classification Framework**.

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 Administration Services Employees, ICT Support Services Employees, Instructional Services Employees, Curriculum/Resources Services Employees and Classroom Support Services Employees**
 - (i) Clerical and Administration Services Employees, ICT Support Services Employees, Instructional Services Employees, Curriculum/Resources Services Employees and Classroom Support Services Employees commencing employment on or after the Commencement Date shall be appointed to the first pay point of the appropriate classification Level.

- (ii) Clerical and Administration Services Employees, ICT Support Services Employees, Instructional Services Employees, Curriculum/Resources Services Employees and Classroom Support Services Employees shall progress to the next pay point within the appropriate classification Level after each 12 month period, subject to **clause 12.3(a)(iii)**.
- (iii) 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) **Classification and Progression – Wellbeing Services Employees**

- (i) Wellbeing Services Employees classified as Wellbeing Services Employee Level 1 or 2 in accordance with **clauses 1(j)(iv) of Schedule 2 – Classifications** shall progress to the next pay point within the classification Level after each 12 month period providing their performance is considered to be satisfactory, and subject to **clause 12.3(b)(iii)**.
- (ii) Wellbeing Services Employees classified as Wellbeing Services Employee - Psychologist in accordance with **clauses 1(j)(iv) of Schedule 2 – Classifications** shall be appointed to the appropriate pay point, on the basis of the Employee's total full-time equivalent years of service as a Psychologist, whether or not such service was performed in schools, and subject to **clause 12.3(b)(iii)**.
- (iii) 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.

(c) **Classification and Progression – Nursing Services Employees**

Nursing Services Employees 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, on the basis of the Employee's total full-time equivalent years of service as a Registered Nurse, whether or not such service was performed in schools.

(d) **Classification and Progression – Preschool/Childcare Services Employees**

Preschool/Childcare Services Employees shall be initially appointed to the appropriate level set out in **Table 1(i) of Schedule 1 – Salary Scales and**

Allowances, on the basis of the Employee's total full-time equivalent years of service as a Preschool/Childcare Services Employee, including service in an early childhood or childcare service prior to appointment. Progression to the next pay point within the classification level, will occur on the completion of a year of employment.

(e) **Progression - School Operational Services Employees**

- (i) School Operational Services Employees commencing employment on or after the Commencement Date shall be appointed to the first pay point of the appropriate classification Level.
- (ii) School Operational Services Employees shall progress to the next pay point within the appropriate classification Level after each 12-month period provided their performance is considered to be satisfactory.

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) Classroom Support Services – Level 1 and Level 2;
- (b) Curriculum/Resources Services – Level 2 provided the Employee is 18 years or over;
- (c) Clerical and Administration Services and ICT Support Services – Level 1;
- (d) School Operational Services (Maintenance, Grounds and Green Keeping, Canteen, Uniform Shop and Bus Drivers) – Level 1 and 2;
- (e) Preschool/Childcare Services – Level 1 and Level 2;
- (f) Instructional Services – Level 1 and Level 2.

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) Classroom Support Services Employees;
- (b) Curriculum/Resources Services Employees;
- (c) Clerical and Administration Services Employees;
- (d) ICT Support Services Employees;
- (e) School Operational Services Employees (other than Cleaners);
- (f) Instructional Services Employees;
- (g) Nursing Services Employees; and
- (h) Wellbeing Services Employees.

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) School Operational Services Employees (Cleaners only);
- (b) Preschool/Childcare Services Employees; and
- (c) Boarding Services Employees.

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:

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

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:

$$\begin{array}{r} \frac{189 + 11}{240} \quad \times \quad \frac{\$62,909}{52.14} \quad (\$62,909 = \text{Annual Salary}) \\ \\ = \quad 0.8333 \times \quad \$1,206.54 \\ \\ = \quad \$1,005.41 \text{ per week (averaged weekly full-time salary)} \end{array}$$

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.

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

$$\$26.46 \times 24 \text{ (i.e. 3 days x 8 hours)} = \$635.04 \text{ per week}$$

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**, paid parental leave in **clause 28 Parental Leave** or public holiday rates of pay in **clause 34.4 Public Holidays** 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 School Operational Services Employees and Nursing Services Employees) 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 School Operational Services Employee and Nursing Services Employees 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 Special Cleaning Allowance

An Employee, classified as a Cleaner according to **clause 1(g) of Schedule 2 – Classifications**, 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 1(g) of Schedule 2 – Classifications** 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 – School Operational Services Employees

Employees classified as School Operational Services Employees (Cooking, Catering, Housekeeping, Laundry and Caretaking Employees) 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 Preschool/Childcare Services Employees or Nursing Services Employees) 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**.

[Note: 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 – Preschool/Childcare Services Employees

- (a) This **clause 15.7** applies to Preschool/Childcare Services Employees.
- (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) Nursing Services Employees; or

- (ii) an Employee whose appointment to the position of first aid officer has been taken into account in classifying their position.

15.8 Nominated Supervisor and Educational Leader Allowances

(a) Nominated Supervisor Allowance

Preschool/Childcare Services Employees who are required by the Employer to act as a Nominated 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.

(b) Educational Leader Allowance

Preschool/Childcare Services Employees who are required by the Employer to discharge the responsibilities of the educational leader in accordance with Regulation 118 of the *Education and Care Services National Regulations 2011*, 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 – Nursing Services and Boarding Services Employees

- (a) Subject to **clause 15.10(b)**, where the Employer requires a Nursing Services Employee or a Boarding Services Employee 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 Classroom Support Services Employees, Clerical and Administration Services Employees, School Operational Services Employees (Maintenance, Grounds and Green Keeping, Canteen and Uniform Shop Employees or Bus Drivers), Boarding Services Employees, Wellbeing Services Employees, Curriculum/Resources Services Employees, Instructional Services Employees and ICT Support Services Employees who are required to temporarily perform duties in a higher classification for more than five days, shall be paid at the higher classification rate for the whole period during which those duties are performed.
- 16.2 Employees classified as School Operational Services Employees (Cleaners) required to temporarily perform duties in a higher classification for two hours or more shall be paid the higher rate for the whole of that day or shift.
- 16.3 Employees classified as School Operational Services Employees (other than Cleaners, Maintenance, Grounds and Green Keeping, Canteen and Uniform Shop Employees or Bus Drivers) required to temporarily perform duties in a higher grade for

one day or more shall be paid at the higher classification rate for the whole period during which those duties are performed.

- 16.4 Employees classified as Preschool/Childcare Services Employees required to temporarily perform duties in a higher classification for four hours or more shall be paid the higher rate for the whole of that day.
- 16.5 Employees classified as Nursing Services Employees 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 Superannuation Contributions

Except as provided in **clauses 19.4(b)** and **(c)**, 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).

19.2 Calculation of Superannuation Contributions

For the purposes of **clause 19.1**, the Employer will contribute the charge percentage (as defined in the SGAA) of the notional earnings base for a quarter (as defined in the SGAA) ('Quarter') being the Employee's 'basic earnings' as defined below.

For the purposes of this clause, 'basic earnings' shall mean in respect of any Quarter the amount of any 14 weeks paid parental leave for initial primary caregiver pursuant to **clause 28.2** and any payments pursuant to **clause 25.4** and up to the maximum contribution base, as defined in the SGAA, in respect of any Quarter.

19.3 Superannuation Fund

- (a) The Employer shall make superannuation contributions for the benefit of Employees in accordance with **clause 19.2** 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).

19.4 Benefits

- (a) 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.
- (b) 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.

- (c) Contributions shall commence to be paid from the beginning of the first pay period commencing on or after the Employee's date of engagement.
- (d) The Employee shall advise the Employer in writing of the Employee's application to join a fund pursuant to this Agreement.
- (e) 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**.

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 Services Employees 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 Services Employees the hours may be averaged in accordance with **clause 20.7**.

20.2 **Classroom Support Services Employees, Curriculum/Resources Services Employees (except outdoor education), Clerical and Administration Services Employees, School Operational Services Employees (Canteen and Uniform Shop Employees), ICT Support Services Employees and Wellbeing Services Employees**

The ordinary hours of work for Classroom Support Services Employees, Curriculum/Resources Services Employees (except outdoor education), Clerical and Administration Services Employees, School Operational Services Employees (Canteen and Uniform Shop Employees), ICT Support Services Employees and

Wellbeing Services Employees is exclusive of meal breaks. The ordinary hours shall be worked on any day from Monday to Friday between 7.00 am and 6.00 pm.

20.3 **School Operational Services Employees – Maintenance, Grounds and Green Keeping Employees, Bus Drivers and Cleaners**

- (a) The ordinary hours of work for School Operational Services Employees (Maintenance, Grounds and Green Keeping Employees and Bus Drivers) and Cleaners are 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 School Operational Services Employees (Grounds and Green Keeping Employee) 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 **School Operational Services Employees – Cooking, Catering, Housekeeping, Laundry and Caretaking Employees**

- (a) The ordinary hours of work for School Operational Services Employees – Cooking, Catering, Housekeeping, Laundry and Caretaking 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 School Operational Services Employees – Cooking, Catering, Housekeeping, Laundry and Caretaking employees on Saturday and Sunday.

20.5 **Preschool/Childcare Services Employees**

The ordinary hours of work for Preschool/Childcare Services Employees are 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 **Nursing Services Employees**

The ordinary hours of work for Nursing Services Employees 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 Services Employees**

- (a) Subject to this clause, the ordinary hours of work for a Full-Time Boarding Services Employee classified according to **clause 1(a)** of **Schedule 2 – Classifications** will be 38 hours per week.

- (b) The ordinary hours of work for a Full-Time and Part-Time Boarding Services 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 Services 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 Services 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 Services Employees 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 **Instructional Services Employees and Curriculum/Resources Services Employees (Outdoor Education only)**

- (a) The ordinary hours of work for Instructional Services Employees and Curriculum/Resources Services Employees (Outdoor Education only) 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 Saturday between 6.00 am and 6.00 pm.

- (b) The provisions of **clause 23.7** shall apply in relation to ordinary hours worked by Instructional Services Employees and Curriculum/Resources Services Employees (Outdoor Education only) on Saturday.

20.9 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**, Preschool/Childcare Services Employees are required to remain on the premises during lunch, they shall, in lieu of a meal break, receive a crib break of not more than 30 minutes nor less than 20 minutes, and such time shall be counted as time worked.

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
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 Services Employees classified according to **clause 1(a) of Schedule 2 – Classifications** 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) School Operational Services Employees (Cooking, Catering, Caretaking, Housekeeping, Laundry Services and Grounds and Greenkeeping Employees);
- (b) Boarding Services Employees;
- (c) Instructional Services Employees; and
- (d) Curriculum/Resources Services Employees (Outdoor Education only).

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 this 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 School Operational Services Employees (Cooking, Catering, Caretaking, Housekeeping and Laundry Services) 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 School Operational Services Employees (Grounds and Green Keeping) shall be paid a penalty of 50% for ordinary hours worked up to 12 noon on Saturday.

23.5 Boarding Services Employees engaged as Casual Employees shall be paid a penalty of 30% in addition to the casual loading for ordinary hours worked on a Sunday.

23.6 Boarding Services Employees 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)**.

23.7 Curriculum/Resources Services Employees (Outdoor Education only) and Instructional Services Employees shall be paid a penalty of 50% for ordinary hours worked on a Saturday.

23.8 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 Overtime

- (a) **Overtime – Classroom Support Services Employees, Curriculum/Resources Services Employees, Clerical and Administration Services Employees, School Operational Services Employees, ICT Support Services Employees, Nursing Services Employees, Boarding Services Employees, Wellbeing Services Employees and Preschool/Childcare Services Employees**

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.

- (b) **Overtime – Instructional Services Employees**

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 three hours and double time thereafter.

- (c) In computing overtime, each day shall stand alone.

- (d) 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 Classroom Support Services Employees, Curriculum/Resources Services Employees, Clerical and Administration Services Employees, School Operational Services Employees and

Preschool/Childcare Services Employees, between midnight Friday and midnight Sunday shall be paid at the unaveraged rate of double time.

- (b) All overtime worked by Boarding Services Employees and Wellbeing Services Employees on a Saturday shall be paid for at the unaveraged rate of time and one half for the first two hours and double time thereafter. All overtime worked on a Sunday shall be paid at the unaveraged rate of double time.
- (c) All overtime worked by Nursing Services Employees on a Saturday and Sunday will be paid for at the unaveraged rate of time and one half for all time worked.
- (d) All overtime worked by Instructional Services Employees on a Saturday shall be paid for at the unaveraged rate of time and one half for the first three hours and double time thereafter. All overtime worked on a Sunday shall be paid at the unaveraged rate of double time.

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)**, School Operational Services Employees whose ordinary working hours include work on Saturday and/or Sunday where they may be regularly rostered for work, shall accrue one additional week of annual leave for every year of continuous service or 3.25 hours for every completed month of employment if only a portion of it has been served.
- (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:

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

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 Nursing Services Employees, 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) The Employee shall notify the Principal of the School, or other such person deputed 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.
- (c) 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**.

- (d) 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 Entitlement

- (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 27 Carer's 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

These provisions will apply to parental leave commenced after the Commencement Date. If an Employee has commenced parental leave prior to the Commencement Date, then the provisions of the Previous Agreement shall apply.

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) A period of paid parental leave will count as service for the purposes of annual leave, leave loading, personal/carer's leave and long service leave, and incremental progression under **clause 12.3** of this Agreement.
- (c) The entitlement to paid parental leave provided for in **clauses 28.2 and 28.3** is inclusive of, and not in addition to, the Employee's entitlement to take unpaid parental leave (including concurrent parental leave) in accordance with the Act.

28.2 Paid Parental Leave (initial primary caregiver)

- (a) An Employee (other than a casual employee) will be entitled to take paid parental leave in accordance with **clause 28.2** if:
 - (i) they have completed 12 months' continuous service at the time of the birth of the child (or expected date of birth) or date of placement of the child (or expected date of placement); and
 - (ii) they will be the primary person responsible for the care of the child from the child's date of birth (being birth-related leave under the Act) or, in the case of adoption (being adoption-related leave under the Act) from the child's date of placement with the Employee.
- (b) The amount of paid parental leave for an Employee who applies for unpaid parental leave of at least fourteen weeks under the Act, shall be fourteen weeks, provided that if the Employee takes a lesser period of leave or whose employment ends before the end of the fourteen weeks of leave, the Employee shall be entitled to that lesser amount of paid leave.
- (c) If an Employee has taken a previous period of parental leave, the Employee is not entitled to the benefit described in this **clause 28.2** for a consecutive period of parental leave unless the Employee returns to work at the School for a period of at least 6 months following the previous period of parental leave. However, the Employee will be entitled to unpaid parental leave in accordance with the Act.
- (d) 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(e)(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 Employees are paid at the school.

Provided where the Employee's salary is averaged in accordance with **clause 14.5**, such payment is made at the unaveraged rate.

- (e) 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.
- (f) 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(f)(i)**, the date of the birth; or
 - (iii) if the Employee has not commenced parental leave at the time referred to in **clause 28.2(f)(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.
- (g) 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.
- (h) 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.

[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 Paid Parental Leave (not initial primary caregiver)

- (a) An Employee (other than a casual employee) that has an entitlement to, and takes, unpaid parental leave under the Act but is not the initial primary caregiver as defined at **clause 28.2(a)**, shall be entitled to paid parental leave pursuant to this clause.
- (b) An Employee shall be entitled to two weeks' paid 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.
- (c) An Employee who was not the initial primary caregiver, but who subsequently becomes the primary person responsible for the care of the child because the initial primary caregiver has returned to work or studies, will be entitled to a maximum period of 12 weeks paid parental leave. This period of paid parental leave must be taken within the 12 month period commencing from the date of the child's birth or in the case of adoption, from the date of placement of the child. This period of up to 12 weeks paid parental leave is in addition to the two week entitlement to paid parental leave under **clause 28.3(b)**. If the Employee takes a lesser period of leave or whose employment ends before the end of the 12 weeks of leave, the Employee shall be entitled to that lesser amount of paid leave.

Note: The Employee who was not the initial primary caregiver must have 12 months of continuous service at the time of the birth of the child or placement of the child to access the up to 14 weeks paid parental leave, pursuant to **clause 28.3**.

- (d) 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.
- (e) Paid parental leave provided for in this **clause 28.3** comes out of the Employee's entitlement to 12 months of unpaid parental leave under the Act.

28.4 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 unpaid 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.

28.5 Right to Request in Context of Parental Leave

- (a) Under the NES, an Employee who is entitled to parental leave may make a request to the Employer to allow the Employee to extend the period of unpaid parental leave beyond the 'available parental leave period', as defined in section 75(2) of the Act, for a further continuous period of leave not exceeding 12 months in accordance with the NES.
- (b) The obligations of the Employer and procedures to be followed in responding to the request are set out in section 76A of the Act, including the right to refuse the request based on reasonable business grounds and following discussions with the Employee.

Note: Disputes about requests for extensions to unpaid parental leave may be dealt with under **clause 8 Dispute Resolution** and/or section 76B of the Act.

28.6 Communication during Parental Leave

- (a) Where an Employee is on parental leave and a definite decision has been made to introduce significant change at the workplace, the 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 28.6(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 **clause 29.4**, 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

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 Classroom Support Services Employees, Clerical and Administration Services Employees, and Boarding Services Employees:
- (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 School Operational Services who are Maintenance, Grounds and Green Keeping, Canteen and Uniform Shop Employees:
- (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 School Operational Services Employees (except Maintenance, Grounds and Green Keeping, Canteen and Uniform Shop Employees and Bus Drivers), Preschool/Childcare Services Employees, Nursing Services Employees and Wellbeing Services Employees:
- (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 School Operational Services Employees (Cooking, Catering, Housekeeping, Laundry and Caretaking Employees), Preschool/Childcare Services Employees and Nursing Services Employees 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**
- (i) Employees employed with the Employer prior to 1 January 2011, who under a former industrial instrument had a different accrual rate for long service leave, the provisions of that agreement shall apply.
 - (ii) Employees employed as School Operational Services Employees (Cooking, Catering, Housekeeping, Laundry and Caretaking Employees), Preschool/Childcare Services Employees and Nursing Services Employees, who under a former industrial instrument had a higher accrual rate for long service leave, the provisions of that agreement shall apply.

29.5 **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.

29.6 **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.

29.7 **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.

29.8 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. Paid Family and Domestic Violence Leave

An Employee shall be entitled to paid 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, King'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 the Commencement Date;
 - (b) suffer a reduction or diminution of the conditions of employment received by the Employee as at the Commencement Date;
 - (c) the parties acknowledge that as a result of a significant change in the classification structure, employees will be reclassified in accordance with **Schedule 2 – Classifications**.

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 Administration Services Employees, Classroom Support Services Employees and Curriculum/Resources Services Employees the qualifying salary is a salary which is 18 per cent in excess of the salary applying from time to time for a Level 5.2 – Clerical and Administration Services Employee as set out in **Table 1 (a) – Annual Rates of Pay of Schedule 1 – Salary Scales and Allowances**.
- 36.3 In the case of School Operational Services Employees - Maintenance and Outdoor Employees the qualifying salary is a salary which is 10 per cent in excess of the salary applying from time to time for Level 5.2 – School Operational Services as set out in **Table 1 (b) – Annual Rates of Pay for School Operational Services of Schedule 1 – Salary Scales and Allowances**.
- 36.4 In the case of Nursing Services Employees 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 Nursing Services 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 eligible Employee can request flexible working arrangements in accordance with section 65 of the Act, where the Circumstances apply to an Employee and the Employee would like to change his or her working arrangements because of those Circumstances. As at the Commencement Date, the following are the Circumstances:
- (a) the employee is pregnant;
 - (b) the employee is the parent, or has responsibility for the care, of a child who is of school age or younger;
 - (c) the employee is a carer (within the meaning of the *Carer Recognition Act 2010*);
 - (d) the employee has a disability;
 - (e) the employee is 55 or older;
 - (f) the employee is experiencing family and domestic violence;
 - (g) the employee provides care or support to a member of the employee's immediate family, or a member of the employee's household, who requires care or support because the member is experiencing family and domestic violence.
- 38.2 The obligations of the Employer and procedures to be followed in responding to the request are set out in section 65A of the Act, including the right to refuse the request based on reasonable business grounds following discussions with the Employee.
- 38.2 Disputes about whether the Employer 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 Dispute Resolution** and/or section 65B of the Act.

39. Workplace Delegates Rights

- 39.1 The rights of a workplace delegate are set out in **Schedule 5 – Workplace Delegates Rights** of the Agreement.

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 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.

Table 1 Annual Rates

Table 1(a) - Annual Rates of Pay for Boarding Services Employees

	1	2	3
Level	From the first full pay period on or after 1 February 2025 per annum	From the first full pay period on or after 1 February 2026 per annum	From the first full pay period on or after 1 February 2027 per annum
		4.5%	4%
1	\$65,370	\$68,312	\$71,044
2	\$69,279	\$72,397	\$75,293
3	\$76,069	\$79,492	\$82,672
4	\$83,129	\$86,870	\$90,345

Table 1(b) - Annual Rates of Pay for Classroom Support Services Employees

	1	2	3
Level	From the first full pay period on or after 1 February 2025 per annum	From the first full pay period on or after 1 February 2026 per annum	From the first full pay period on or after 1 February 2027 per annum
		5%	5%
1.1	\$71,568	\$75,146	\$78,903
1.2	\$71,912	\$75,508	\$79,283
1.3	\$72,256	\$75,869	\$79,662
2.1	\$76,244	\$80,056	\$84,059
2.2	\$76,611	\$80,442	\$84,464

2.3	\$76,977	\$80,826	\$84,867
3.1	\$80,609	\$84,639	\$88,871
3.2	\$80,996	\$85,046	\$89,298
3.3	\$81,384	\$85,453	\$89,726
4.1	\$84,699	\$88,934	\$93,381
4.2	\$85,107	\$89,362	\$93,830
4.3	\$85,514	\$89,790	\$94,280

Table 1(c) - Annual Rates of Pay for Clerical and Administration Services Employees

	1	2	3
Level	From the first full pay period on or after 1 February 2025 per annum	From the first full pay period on or after 1 February 2026 per annum	From the first full pay period on or after 1 February 2027 per annum
		4.5%	4%
1.1	\$63,634	\$66,498	\$69,158
1.2	\$64,246	\$67,137	\$69,822
1.3	\$64,858	\$67,777	\$70,488
2.1	\$71,427	\$74,641	\$77,627
2.2	\$73,506	\$76,814	\$79,887
3.1	\$81,875	\$85,559	\$88,981
3.2	\$83,443	\$87,198	\$90,686
3.3	\$85,011	\$88,836	\$92,389

4.1	\$96,022	\$100,343	\$104,357
4.2	\$98,053	\$102,465	\$106,564
5.1	\$98,053	\$102,465	\$106,564
5.2	\$98,996	\$103,451	\$107,589
6.1	\$100,464	\$104,985	\$109,184
6.2	\$103,229	\$107,874	\$112,189
7.1	\$106,142	\$110,918	\$115,355
7.2	\$108,265	\$113,137	\$117,662
8.1	\$109,370	\$114,292	\$118,864
8.2	\$111,557	\$116,577	\$121,240

Table 1(d) - Annual Rates of Pay for Curriculum/Resources Services Employees

	1	2	3
Level	From the first full pay period on or after 1 February 2025 per annum	From the first full pay period on or after 1 February 2026 per annum	From the first full pay period on or after 1 February 2027 per annum
		5%	5%
1.1	\$76,941	\$80,788	\$84,827
1.2	\$77,304	\$81,169	\$85,227
2.1	\$81,345	\$85,412	\$89,683
2.2	\$81,729	\$85,815	\$90,106
3.1	\$85,473	\$89,747	\$94,234

3.2	\$85,876	\$90,170	\$94,679
4.1	\$86,279	\$90,593	\$95,123
4.2	\$86,683	\$91,017	\$95,568

Table 1(e) - Annual Rates of Pay for ICT Support Services Employees

	1	2	3
Level	From the first full pay period on or after 1 February 2025 per annum	From the first full pay period on or after 1 February 2026 per annum	From the first full pay period on or after 1 February 2027 per annum
		4.5%	4%
1.1	\$75,489	\$78,886	\$82,041
1.2	\$75,852	\$79,265	\$82,436
1.3	\$79,811	\$83,402	\$86,738
1.4	\$80,578	\$84,204	\$87,572
2.1	\$81,875	\$85,559	\$88,981
2.2	\$83,443	\$87,198	\$90,686
2.3	\$86,645	\$90,544	\$94,166
3.1	\$86,700	\$90,602	\$94,226
3.2	\$92,406	\$96,564	\$100,427
3.3	\$96,022	\$100,343	\$104,357
4.1	\$97,868	\$102,272	\$106,363
4.2	\$99,938	\$104,435	\$108,612

5.1	\$103,229	\$107,874	\$112,189
5.2	\$105,294	\$110,032	\$114,433
6.1	\$110,558	\$115,533	\$120,154
6.2	\$112,769	\$117,844	\$122,558

Table 1(f) - Annual Rates of Pay for Instructional Services Employees

	1	2	3
Level	From the first full pay period on or after 1 February 2025 per annum	From the first full pay period on or after 1 February 2026 per annum	From the first full pay period on or after 1 February 2027 per annum
		4.5%	4%
1.1	\$51,648	\$53,972	\$56,131
1.2	\$53,239	\$55,635	\$57,860
2.1	\$53,897	\$56,322	\$58,575
2.2	\$54,862	\$57,331	\$59,624
3.1	\$56,892	\$59,452	\$61,830
3.2	\$59,746	\$62,435	\$64,932
4.1	\$61,687	\$64,463	\$67,042
4.2	\$64,641	\$67,550	\$70,252
5.1	\$66,963	\$69,976	\$72,775
5.2	\$71,513	\$74,731	\$77,720

Table 1(g) - Annual Rates of Pay for School Operational Services Employees

	1	2	3
Level	From the first full pay period on or after 1 February 2025 per annum	From the first full pay period on or after 1 February 2026 per annum	From the first full pay period on or after 1 February 2027 per annum
		4.5%	4%
1.1	\$55,224	\$57,709	\$60,017
1.2	\$57,480	\$60,067	\$62,470
1.3	\$59,625	\$62,308	\$64,800
2.1	\$60,130	\$62,836	\$65,349
2.2	\$62,668	\$65,488	\$68,108
2.3	\$64,367	\$67,264	\$69,955
3.1	\$64,800	\$67,716	\$70,425
3.2	\$65,295	\$68,233	\$70,962
3.3	\$66,916	\$69,927	\$72,724
4.1	\$67,300	\$70,329	\$73,142
4.2	\$68,400	\$71,478	\$74,337
5.1	\$70,000	\$73,150	\$76,076
5.2	\$75,000	\$78,375	\$81,510
6.1	\$79,897	\$83,492	\$86,832
6.2	\$82,450	\$86,160	\$89,606

Table 1(h) - Annual Rates of Pay for Nursing Services Employees

	1	2	3
Level	From the first full pay period on or after 1 February 2025 per annum	From the first full pay period on or after 1 February 2026 per annum	From the first full pay period on or after 1 February 2027 per annum
		4.5%	4%
1 st year of service	\$69,642	\$72,776	\$75,687
2 nd year of service	\$74,374	\$77,721	\$80,830
3 rd year of service	\$76,554	\$79,999	\$83,199
4 th year of service	\$79,013	\$82,569	\$85,872
5 th year of service	\$81,460	\$85,126	\$88,531
6 th year of service	\$83,276	\$87,023	\$90,504
7 th year of service	\$87,366	\$91,297	\$94,949
8 th year of service	\$90,759	\$94,843	\$98,637
Senior Nurse	\$103,085	\$107,724	\$112,033

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(i) - Annual Rates of Pay for Preschool/Childcare Services Employees

	1	2	3
Level	From the first full pay period on or after 1 February 2025 per annum	From the first full pay period on or after 1 February 2026 per annum	From the first full pay period on or after 1 February 2027 per annum
		4.5%	4%
1	\$57,338	\$59,918	\$62,315
2.1	\$57,810	\$60,411	\$62,827
2.2	\$58,261	\$60,883	\$63,318
2.3	\$58,731	\$61,374	\$63,829
2.4	\$59,292	\$61,960	\$64,438
3.1	\$64,154	\$67,041	\$69,723
3.2	\$67,227	\$70,252	\$73,062
3.3	\$67,873	\$70,927	\$73,764
4.1	\$68,000	\$71,060	\$73,902
4.2	\$71,294	\$74,502	\$77,482
5.1	\$74,747	\$78,111	\$81,235
5.2	\$78,467	\$81,998	\$85,278
6.1	\$78,500	\$82,033	\$85,314
6.2	\$79,444	\$83,019	\$86,340
6.3	\$88,711	\$92,703	\$96,411
Preschool/Childcare Services Director (other than a Qualified	\$88,800	\$92,796	\$96,508

Teacher) Level 1			
Preschool/Childcare Services Director (other than a Qualified Teacher) Level 2	\$89,585	\$93,616	\$97,361
Preschool/Childcare Services Director (other than a Qualified Teacher) Level 3	\$92,542	\$96,706	\$100,574

Table 1(j) - Annual Rates of Pay for Wellbeing Services Employees

Classification	Level	1	2	3
		From the first full pay period on or after 1 February 2025 per annum	From the first full pay period on or after 1 February 2026 per annum	From the first full pay period on or after 1 February 2027 per annum
			4.5%	4%
Wellbeing Services - Non-Graduate Employee	1.1	\$79,811	\$83,402	\$86,738
	1.2	\$82,142	\$85,838	\$89,272
	1.3	\$86,415	\$90,304	\$93,916
Wellbeing Services - Graduate Employee	2.1	\$89,796	\$93,837	\$97,590
	2.2	\$93,055	\$97,242	\$101,132
	2.3	\$98,455	\$102,885	\$107,000
Wellbeing Services - Senior Employee	3	\$104,786	\$109,501	\$113,881
Wellbeing Services - Psychologist	1	\$90,100	\$94,155	\$97,921
	2	\$96,898	\$101,258	\$105,308
	3	\$101,036	\$105,583	\$109,806
	4	\$105,173	\$109,906	\$114,302
	5	\$112,499	\$117,561	\$122,263
	6	\$120,962	\$126,405	\$131,461
	7	\$127,281	\$133,009	\$138,329

Table 2 – Junior Rates

Clause No.	Percentage of Adult Rate of Pay	
	13.2(a)- (d) and (f)	13.2(e)
	Classroom Support Services, Curriculum/Resources Services, Clerical and Administration Services, ICT Support Services, School Operational Services (Maintenance, Grounds and Green Keeping, Canteen and Uniform Shop Employees), Instructional Services	Preschool/Childcare Services
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

2025 to 2027		1	2	3
Brief Description of Allowance Item	Clause No.	From the first full pay period on or after 1 February 2025	From the first full pay period on or after 1 February 2026	From the first full pay period on or after 1 February 2027
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)	\$0.99 per km	To increase in line with the Award*	To increase in line with the Award*
Per km Motorcycle Allowance*	15.1(c)	\$0.33 per km	To increase in line with the Award*	To increase in line with the Award*

Laundering of Uniforms & Protective Clothing – all Employees except School Operational Services (Maintenance, Grounds, Green Keeping, Cooking/Catering, Housekeeping, Laundry, Cleaning and Caretaking Services) & Nursing Services*		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 – School Operational Services (Maintenance, Grounds, Green Keeping, Cooking/Catering, Housekeeping, Laundry, Cleaning and Caretaking Services) & Nursing Services**		15.2(b)	\$1.87 per day**	\$1.87 per day**	\$1.87 per day**
Special Cleaning allowance#		15.3	\$2.48 per day	\$2.57 per day	\$2.68 per day
Qualification Allowance – Cleaning Supervisor’s Course#		15.4	\$5.18 per day	\$5.39 per day	\$5.60 per day
Leading Hand Allowance#	In charge of 1-5 Employees	15.5	\$31.87 per week	\$33.14 per week	\$34.47 per week
	In charge of 6 -10 Employees		\$39.61 per week	\$41.20 per week	\$42.85 per week
	In charge of 11-15 Employees		\$53.20 per week	\$55.32 per week	\$57.54 per week
	In charge of over 16 Employees		\$64.29 per week	\$66.86 per week	\$69.54 per week
	Extra Employee over 20		\$0.94 per week	\$0.97 per week	\$1.01 per week
First Aid and Medication Allowance#		15.6 15.7(d)	\$7.46 per day	\$7.76 per day	\$8.07 per day
Nominated Supervisor Allowance– Preschool/Childcare Services#		15.8(a)	\$48.40 per week	\$50.34 per week	\$52.35 per week
Educational Leader Allowance– Preschool/Childcare Services#		15.8(b)	\$84.63 per week	To increase with the Award***	To increase with the Award***
Sleepover Allowance*		15.10	\$59.29 per sleepover	To increase in line with the Award*	To increase in line with the Award*
Overtime Meal Allowance*		15.11	\$19.43 per meal	To increase in line with the Award*	To increase in line with the Award*

Tool Allowance*	15.13	\$17.90 per week for tradesperson \$33.88 per week for a carpenter or joiner	To increase in line with the Award*	To increase in line with the Award*
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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 2020 (Award) as at the increase date.

** The Laundering of Uniforms & Protective Clothing Allowance for Maintenance, Grounds and Green Keeping, General Operational Employees & Nursing Services 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.

*** This allowance will increase to reflect the respective allowance in the Children's Services Award 2020 as at the increase date.

Schedule 2 – Classifications

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

(a) **Boarding Services**

(i) **Level 1**

(A) 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.

(B) An Employee classified at this level shall fall within the scope of Classification Level B in **Schedule 3 - Classification Framework**.

(C) Occupational equivalent: boarding house assistant.

(ii) **Level 2**

(A) 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.

(B) An Employee classified at this level shall fall within the scope of Classification Level C in **Schedule 3 - Classification Framework**.

(C) Occupational equivalent: senior boarding house assistant.

(iii) **Level 3**

(A) 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.

(B) An Employee classified at this level shall fall within the scope of Classification Level D in **Schedule 3 - Classification Framework**.

(C) Occupational equivalent: boarding house supervisor, manager or co-ordinator.

(iv) **Level 4**

(A) 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.

- (B) An Employee classified at this level shall fall within the scope of Classification Level E in **Schedule 3 - Classification Framework**.
- (C) Occupational equivalent: head of boarding (large school).

(b) **Classroom Support Services**

(i) **Level 1**

(A) A **Level 1** position is one where the Employee undertakes the following types of duties:

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

(B) An Employee classified at this level shall fall within the scope of Classification Level A in **Schedule 3 - Classification Framework**.

(C) Occupational equivalent: teacher aide/assistant, integration aide/assistant.

(ii) **Level 2**

(A) A **Level 2** position is one where the Employee undertakes the following types of duties:

- Perform duties applying to a Classroom Support Services Employee Level 1
- Providing assistance with the educational program where limited discretion and judgment and/or specific skills are involved
- Researching reference material under the direction of a teacher
- Interpreting within the school community
- Working with students under general supervision of teachers or more senior Classroom Support Services Employees

- (B) An Employee classified at this level shall fall within the scope of Classification Level B in **Schedule 3 - Classification Framework**.
- (C) Occupational equivalent: teacher aide/assistant, integration aide/assistant.

(iii) **Level 3**

- (A) A **Level 3** position is one where the Employee undertakes the following:
 - Perform duties applying to a Classroom Support Services Employee Level 2
 - Undertaking some responsibility for other employees in the work area
 - Assisting therapists in their work
 - Taking part in case management meetings with teachers
 - Providing assistance or guidance to other employees in the work area
 - Liaising between the school, the student and the student's family where some discretion and judgment are involved
 - Assisting student learning, where some discretion and judgment is involved, including evaluation and assessment, under the supervision of a teacher, of the learning needs of students
 - May supervise a small group of children without a teacher present
 - If required by the Employer, may supervise up to three employees
- (B) An Employee classified at this level shall fall within the scope of Classification Level C in **Schedule 3 - Classification Framework**.
- (C) Occupational equivalent: assistant student services co-ordinator; teacher aid/assistant; integration aide/assistant.

(iv) **Level 4**

- (A) A **Level 4** position is one where the Employee undertakes the following types of duties:
 - Perform duties applying to a Classroom Support Services Employee Level 3
 - Supervision, training and co-ordination of Classroom Support Services Employees
 - Researching reference material for teachers
 - Purchase of resources in conjunction with a teacher or other qualified member of staff
 - Possesses a knowledge of workplace practices and procedures including a detailed knowledge of complex procedures relevant to the position

- Resolves complex operational problems and co-ordinates work within a department or unit of the School
- Displays a high level of initiative and judgement
- If required to supervise other employees, will be responsible for maintaining the quality of work of those supervised
- May supervise students without a teacher present; and
- Is responsible for planning future department or School organisational needs within his/her areas of responsibility

(B) An Employee classified at this level shall fall within the scope of Classification Level E in **Schedule 3 - Classification Framework**.

(C) Occupational equivalent: student services co-ordinator; teacher aid/assistant; integration aide/assistant.

(c) **Clerical and Administration Services**

(i) **Level 1**

(A) A **Level 1** position is one where the Employee undertakes the following types of duties:

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

(B) An Employee classified at this level shall fall within the scope of Classification Level A in **Schedule 3 - Classification Framework**.

(C) Occupational equivalent: clerical assistant, data entry operator, front desk/reception assistant.

(ii) **Level 2**

(A) A **Level 2** position is one where the Employee undertakes the following types of duties:

- Performing duties applying to a Clerical and Administration Services Employee Level 1

- Performing duties involving the inward and outward movement of mail, keeping, copying, maintaining and retrieving records, straightforward data entry and retrieval
- (B) An Employee classified at this level shall fall within the scope of Classification Level B in **Schedule 3 - Classification Framework**.
- (C) Occupational equivalent: clerical assistant.
- (iii) **Level 3**
- (A) A **Level 3** position is one where the Employee undertakes the following types of duties:
- Performing duties applying to a Clerical and Administration Services Employee Level 2
 - Undertaking a wide range of secretarial and clerical duties at an advanced level, including typing, word processing, maintaining email and computerised records and shorthand
 - Managing enquiries from students, parents, employees and the general public
 - Entering financial data into computers and preparing financial and management reports for review and authorisation
 - Preparing and processing payroll within routines, methods and procedures
 - Undertaking bank and ledger reconciliations
 - Assisting with preparation of internal and external publications
 - Providing administrative support to senior management, including arranging appointments, diaries and preparing both confidential and general correspondence
 - Preparing government and statutory authority returns for authorisation
- (B) An Employee classified at this level shall fall within the scope of Classification Level C in **Schedule 3 - Classification Framework**.
- (C) Occupational equivalent: administration assistant, office supervisor, accounts clerk, general secretary.
- (iv) **Level 4**
- (A) A **Level 4** position is one where the Employee undertakes the following types of duties:
- Performing duties applying to a Clerical and Administration Services Employee Level 3

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

(B) An Employee classified at this level shall fall within the scope of Classification Level D in **Schedule 3 - Classification Framework**.

(C) Occupational equivalent: senior administration assistant, office supervisor, finance officer, school registrar, school secretary, personal assistant, principal's secretary, school development officer, alternate publication staff, archivists, special projects officers.

(v) **Level 5**

(A) A **Level 5** position is one where the Employee undertakes the following types of duties:

- Performing duties applying to a Clerical and Administration Services Employee Level 4
- Applying theoretical knowledge, at degree or equivalent level, in a straightforward way, in professional positions
- Providing designated support to senior management and associated committees concerning designated aspects of school management
- Overseeing the operations of the school's office and other administrative activities
- Ensuring deadlines and targets are met

- Preparing the accounts of the school to operating statement stage and assisting in the formulating of period and year end entries
- (B) An Employee classified at this level shall fall within the scope of Classification Level E in **Schedule 3 - Classification Framework**.
- (C) Occupational equivalent: human resources officer, senior administration officer (large school), office supervisor (large school), school development officer.
- (vi) **Level 6**
- (A) A **Level 6** position is one where the Employee undertakes the following types of duties:
- Operating and being responsible for a structurally and/or operationally defined section of the school
 - Providing professional advice to students and employees on the employee's area of expertise
 - Responsible for professional development of other employees
 - Contributing to operational and strategic planning in the Employee's area of responsibility
- (B) An Employee classified at this level shall fall within the scope of Classification Level F in **Schedule 3 - Classification Framework**.
- (C) Occupational equivalent: public relations manager/director, school development manager, human resource manager (small school).
- (vii) **Level 7**
- (A) A **Level 7** position is one where the Employee undertakes the following types of duties:
- Preparing advice, reports, proposals or submissions, using a high level of expertise, for the senior executives of the school and/or outside bodies
 - Providing financial advice to the principal or the business manager
 - Managing the school's financial system
- (B) An Employee classified at this level shall fall within the scope of Classification Level G in **Schedule 3 - Classification Framework**.
- (C) Occupational equivalent: human resource manager, risk and compliance manager, finance manager (medium school).

(viii) **Level 8**

- (A) A **Level 8** position is one where the Employee undertakes the following types of duties:
- Managing a large functional unit with a diverse or complex set of functions and significant resources in a large school
 - Undertaking the role of an assistant bursar/business manager in a large school
- (B) An Employee classified at this level shall fall within the scope of Classification Level H in **Schedule 3 - Classification Framework**.
- (C) Occupational equivalent: assistant bursar (large school) or assistant business manager (large school).

(d) **Curriculum/Resources Services**

(i) **Level 1**

- (A) A **Level 1** position is one where the Employee may undertake the following types of duties:
- Performing a range of basic library transactions, including processing, cataloguing and accessioning books, stocktaking, preparing display materials, using circulation systems, general photocopying and related clerical tasks
 - Maintaining, controlling, operating and demonstrating the use of audio-visual equipment, where there is limited complexity, including assisting with audio and video recording
 - Maintaining catalogues of recorded programs in accordance with established routines, methods and procedures
 - Maintaining equipment and materials
 - Caring for fauna and flora
 - Preparing teaching aids under direction
 - Assisting students and teachers to use the catalogue and/or locate books and resource materials
 - Explaining the function and use of library and library equipment to students
 - Under direction, assisting teaching staff to take story groups
 - Searching and identifying fairly complex bibliographic material organising inter-library loans
 - Answering ready references inquiries
 - Operating a wide range of audio-visual or computer equipment
 - Demonstrating and explaining the operation of audio-visual, computer and other similar equipment

- Providing basic technical support to teachers
- Recording materials by means of sound and photographic equipment, etc.
- Preparing standard solutions and less complex experiments
- Implementing measures for proper storage control and handling or disposal of dangerous or toxic substances
- Culturing, preparing for use and being responsible to the relevant manager for the security of bacterial, viral or other like substances
- Ordering supplies and materials
- Within a defined range of contexts, where the choice of actions is clear, maintaining scientific equipment, materials and specimens
- Assisting with the design/demonstration of experiments and scientific equipment, as directed

(B) An employee classified at this level shall fall within the scope of Classification Level B in **Schedule 3 - Classification Framework**.

(C) Occupational equivalent: library assistant, laboratory assistant.

(ii) **Level 2**

(A) A **Level 2** position is one where the Employee may undertake the following types of duties:

- Performing duties applying to a Curriculum/Resources Services Employee Level 1
- Undertaking some responsibility for other employees in the work area
- Providing assistance or guidance to other employees in the work area
- Providing technical assistance in the operation of a library or laboratory, where some discretion and judgment are involved
- Preparing descriptive cataloguing for library materials
- Supervising the operation of circulation systems
- Answering reference and information inquiries, other than ready reference
- Assisting in evaluating and selecting equipment and supplies
- Providing guidance in the use of information systems
- Producing resource materials, e.g. multi-media kits, video and film clips
- Preparation of general laboratory experiments
- Using appropriate storage systems, including for dangerous and toxic substances
- Teaching audio-visual, computer and other technical skills to students and teachers

- Searching and verifying bibliographical data where some judgment and discretion are involved
- Producing, displaying and/or publicising materials
- Assisting students and employees to access information and to use equipment in a library, or laboratory where some discretion and judgment are involved
- Assisting with supervision of students in the library where some discretion and judgment are involved
- Providing technical assistance and advice, as requested
- Assisting with the planning and organisation of a laboratory and field work
- Testing of experiments and demonstrating experiments (with teachers)

(B) An Employee classified at this level shall fall within the scope of Classification Level C in **Schedule 3 - Classification Framework**.

(C) Occupational equivalent: senior library assistant, senior laboratory assistant.

(iii) **Level 3**

(A) A **Level 3** position is one where the Employee may undertake the following types of duties:

- Performing duties applying to a Curriculum/Resources Services Employee Level 2
- Preparation of complex laboratory experiments
- Developing appropriate storage systems, including for dangerous and toxic substances
- Demonstrating and instructing students and employees with respect to the use of complex audio-visual or computer equipment, using a variety of routines, methods and procedures, with a depth of knowledge in the requisite areas
- Designing and demonstrating experiments within a variety of routines, methods and experiences under supervision of teachers where discretion and judgment are required
- In charge of an identifiable functional unit, which ordinarily will involve the supervision of staff
- Liaising with teachers on curriculum matters
- Assisting careers advisor/counsellor

(B) An Employee classified at this level shall fall within the scope of Classification Level D in **Schedule 3 - Classification Framework**.

(C) Occupational equivalent: library technician, laboratory technician or careers placement officer.

(iv) **Level 4**

(A) A **Level 4** position is one where the Employee may be:

- Performing duties applying to a Curriculum/Resources Services Employee Level 3
- Providing specialist technical advice, direction and assistance in the employee's area of expertise using the application of knowledge gained through formal study/qualifications applicable to this level
- Providing in service to teachers in specific technical areas
- Supervision training and co-ordination of other Curriculum/Resources Services Employees in the school
- Purchasing resources for the work area in conjunction with a teacher or other qualified member of the school

(B) An Employee classified at this level shall fall within the scope of Classification Level E in **Schedule 3 - Classification Framework**.

(C) Occupational equivalent: senior library technician, senior laboratory technician, professional assistant.

(e) **ICT Support Services**

(i) **Level 1**

(A) A **Level 1** position is one where the Employee may undertake the following types of duties:

- Maintaining, controlling, operating and demonstrating the use of audio-visual equipment, where there is limited complexity, including assisting with audio and video recording
- Maintaining booking and repair/replacement systems for equipment
- Maintaining catalogues of recorded programs in accordance with established routines, methods and procedures
- Maintaining equipment and materials
- Preparing teaching aids under direction
- Answering ready references inquiries
- Operating a wide range of audio-visual or computer equipment
- Demonstrating and explaining the operation of audio-visual, computer and other similar equipment
- Providing technical support to teachers
- Recording materials by means of sound and photographic equipment, etc.

- Evaluating and making recommendations for the purchase of technical or computer equipment
- Ordering supplies and materials under the direction of a higher ICT Services Employee or other delegated Employee

(B) An Employee classified at this level shall fall within the scope of Classification Level B in **Schedule 3 - Classification Framework**.

(C) Occupational equivalent: technology centre assistant.

(ii) **Level 2**

(A) A **Level 2** position is one where the Employee may undertake the following types of duties:

- Perform duties applying to an ICT Support Services Employee Level 1
- Undertaking some responsibility for other employees in the work area
- Providing assistance or guidance to other employees in the work area
- Providing technical assistance in the operation of a technology centre, where some discretion and judgment are involved
- Answering reference and information inquiries, other than ready reference
- Assisting in evaluating and selecting equipment and supplies
- Providing guidance in the use of information systems
- Producing resource materials, e.g. multi-media kits, video and film clips
- Teaching audio-visual, computer and other technical skills to students and teachers
- Producing, displaying and/or publicising materials
- Assisting students and employees to access information and to use equipment in a library, laboratory or a technology centre where some discretion and judgment are involved
- Providing technical assistance and advice, as requested

(B) An Employee classified at this level shall fall within the scope of Classification Level C in **Schedule 3 - Classification Framework**.

(C) Occupational equivalent: technology centre technician.

(iii) **Level 3**

(A) A **Level 3** position is one where the Employee may undertake the following types of duties:

- Perform duties applying to an ICT Support Services Employee Level 2
 - Demonstrating and instructing students and employees with respect to the use of complex audio-visual or computer equipment, using a variety of routines, methods and procedures, with a depth of knowledge in the requisite areas
 - In charge of an identifiable functional unit, which ordinarily will involve the supervision of staff
- (B) An Employee classified at this level shall fall within the scope of Classification Level D in **Schedule 3 - Classification Framework**.
- (C) Occupational equivalent: senior technology technician.
- (iv) **Level 4**
- (A) A **Level 4** position is one where the Employee may undertake the following types of duties:
- Perform duties applying to an ICT Support Services Employee Level 3
 - Operating and being responsible for a structurally and/or operationally defined section
 - Providing professional advice to students and employees on the employee's area of expertise
 - Responsibility for professional development of other employees
 - Contributing to operational and strategic planning in the area of responsibility
- (B) An Employee classified at this level shall fall within the scope of Classification Level E in **Schedule 3 - Classification Framework**.
- (C) Occupational equivalent: Information Technology Manager (small school).
- (v) **Level 5**
- (A) A **Level 5** position is one where the Employee may undertake the following types of duties:
- Perform duties applying to an ICT Support Services Employee Level 4
 - Preparing advice, policies, reports, proposals or submissions, using a high level of expertise, for the senior executives of the school and/or outside bodies
 - Providing ICT advice to the principal or the business manager
 - Managing the school's ICT functions

- (B) An Employee classified at this level shall fall within the scope of Classification Level F in **Schedule 3 - Classification Framework**.
- (C) Occupational equivalent: Information Technology Manager (medium school).

(vi) **Level 6**

- (A) A **Level 6** position is one where the Employee may undertake the following types of duties:
 - Perform duties applying to an ICT Support Services Employee Level 5
 - Managing a large functional unit with a diverse or complex set of functions and significant resources in a large school
 - Performing information technology tasks requiring professional qualifications involving analysis, design or computation and drawing upon advanced techniques and methods at an advanced level
- (B) An Employee classified at this level shall fall within the scope of Classification Level G in **Schedule 3 - Classification Framework**.
- (C) Occupational equivalent: information technology manager (large school).

(f) **Instructional Services**

(i) **Level 1**

- (A) A **Level 1** position is one where the Employee may undertake the following types of duties:
 - Providing assistance to sporting teams/squads under the supervision of a teacher or an Instructional Services Employee (Level 3 or above)
 - Assisting with equipment and the preparations for, and conducting of, training sessions and/or sporting events
- (B) An Employee classified at this level shall fall within the scope of Classification Level B in **Schedule 3 - Classification Framework**.
- (C) Occupational equivalent: sports assistant.

(ii) **Level 2**

(A) A **Level 2** position is one where the Employee may undertake the following types of duties:

- Perform duties applying to an Instructional Services Employee Level 1
- Providing assistance to individuals and/or sporting teams/squad under the supervision of a teacher or an instructional services employee (Level 3 or above)
- Assisting with equipment and the preparations for, and conducting of, training sessions and/or sporting events

(B) An Employee classified at this level shall fall within the scope of Classification Level C in **Schedule 3 - Classification Framework**.

(C) Occupational equivalent: sports assistant, assistant sports coach, other types of coaches and tutors.

(iii) **Level 3**

(A) A **Level 3** position is one where the Employee may undertake the following types of duties:

- Perform duties applying to an Instructional Services Employee Level 2
- Instructing individual students as part of an extra-curricular instrumental music program
- Coaching, including developing sports training sessions and programs, for individuals and/or teams/squads in various sporting disciplines
- Supervising instructional services employees (Levels 1 and/or 2)

(B) An Employee classified at this level shall fall within the scope of Classification Level D in **Schedule 3 - Classification Framework**.

(C) Occupational equivalent: instrumental music tutor, senior assistant sports coach, sports coach, other types of coaches and tutors.

Note: An instrumental music tutor will not be employed at a level lower than Level 3.

(iv) **Level 4**

(A) A **Level 4** position is one where the Employee may undertake the following types of duties:

- Perform duties applying to an Instructional Services Employee Level 3

- Preparing instrumental music students for external examination in their discipline as part of an extra-curricular program
- Coaching individuals and/or sporting teams/squads, including developing and implementing individual and/or team specific training sessions and programs
- Supervising instructional services employees (Levels 1, 2 and/or 3)

(B) An Employee classified at this level shall fall within the scope of Classification Level E in **Schedule 3 - Classification Framework**.

(C) Occupational equivalent: music tutor, sports coach, other types of senior coaches and tutors, senior sports coach (large school).

(v) **Level 5**

(A) A **Level 5** position is one where the Employee may undertake the following types of duties:

- Perform duties applying to an Instructional Services Employee Level 4
- Conducting and co-ordinating a school choir, band or musical ensemble or more than one of these
- Managing and delivering the full coaching/training program or a significant distinct part of a coaching/training program for one or more sporting disciplines
- Supervising employees at lower levels or coaching (individuals, squads and/or teams) and managing sporting facilities

(B) An Employee classified at this level shall fall within the scope of Classification Level F in **Schedule 3 - Classification Framework**.

(C) Occupational equivalent: choir master, conductor, head coach.

(g) **School Operational Services**

(i) **Level 1**

(A) A **Level 1** position is one where the Employee may undertake the following types of duties:

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

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

(B) An Employee classified at this level shall fall within the scope of Classification Level A in **Schedule 3 - Classification Framework**.

(C) Occupational equivalent: cleaner, kitchen assistant, laundry assistant, grounds/maintenance assistant, retail assistant, bus driver (less than 25 passengers), handyperson, attendant, trades assistant.

(ii) **Level 2**

(A) A **Level 2** position is one where the Employee may undertake the following types of duties:

- Perform duties applying to a School Operational Services Employee Level 1
- Performing non-cooking duties in the kitchen including the assembly, preparation and measurement of food items
- Undertaking general gardening tasks including the preparation and planting procedures

- Laundry duties requiring the application of limited discretion
 - Operating, maintaining and adjusting turf machinery under general supervision
 - Applying fertilizers, fungicides, herbicides and insecticides under general supervision
 - Performing a range of patrol duties, including responding to alarms, following emergency procedures and preparing incident reports
 - Driving a bus with a carrying capacity of 25 or more passengers
- (B) An Employee classified at this level shall fall within the scope of Classification Level B in **Schedule 3 - Classification Framework**.
- (C) Occupational equivalent: non-trade qualified cook, gardener, kitchen assistant, security officer, bus driver.
- (iii) **Level 3**
- (A) A **Level 3** position is one where the Employee may undertake the following types of duties:
- Perform duties applying to a School Operational Services Employee Level 2
 - Performing general maintenance work which includes the use of trade accredited skills in areas such as carpentry, plumbing or electrical services
 - Control and responsibility for the maintenance of gardens, sports grounds and/or facilities which includes the use of accredited trade skills in areas such as horticulture, gardening or in the maintenance of sports grounds
 - Responsibility for operating the school canteen, uniform shop or book shop, including supervision of employees and volunteers
 - Cooking duties including a la carte cooking, baking, pastry cooking or butchery
 - Responsibility for operating, maintaining and adjusting turf machinery, as appropriate
 - Cleaning and inspecting machinery after each use, reporting any problems to the appropriate manager
 - In trades positions, applying the skills taught in a trades certificate or Certificate III, including performance of a range of construction, maintenance and repair tasks, using precision hand and power tools and equipment. In some cases this will involve familiarity with the work of other trades or require further training.
 - Performing a range of security duties, including patrols, alarm responses, emergency procedures and preparing incident reports

- Responsibility for the security and basic maintenance of school property
 - May supervise one or two employees in a section of the School
- (B) An Employee classified at this level shall fall within the scope of Classification Level C in **Schedule 3 - Classification Framework**.
- (C) Occupational equivalent: tradesperson, retail function co-ordinator, security officer, caretaker.
- (iv) **Level 4**
- (A) A **Level 4** position is one where the Employee may undertake the following types of duties:
- Perform duties applying to a School Operational Services Employee Level 3
 - Performing specialised cooking, butchery, baking pastry and the supervision of the operation
 - Responsibility for planning, scheduling and supervising of all aspects of gardening maintenance
 - Deputising for the manager if absent, including undertaking all duties
 - In trades positions, working on complex engineering or interconnected electrical circuits and/or exercising high precision trades skills using various materials and/or specialised techniques
- (B) An Employee classified at this level shall fall within the scope of Classification Level D in **Schedule 3 - Classification Framework**.
- (C) Occupational equivalent: advanced tradesperson, head grounds person (medium or large school).
- (v) **Level 5**
- (A) A **Level 5** position is one where the Employee may undertake the following types of duties:
- Perform duties applying to a School Operational Services Employee Level 4
 - Managing a range of functions
 - Managing employees at lower levels
 - 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

- (B) An Employee classified at this level shall fall within the scope of Classification Level E in **Schedule 3 - Classification Framework**.
- (C) Occupational equivalent: assistant property manager (large school), property manager (medium school).

(vi) **Level 6**

- (A) A **Level 6** position is one where the Employee may undertake the following types of duties:
 - Perform duties applying to a School Operational Services Employee Level 5
 - Managing a range of functions
 - Managing employees at lower levels
- (B) An Employee classified at this level shall fall within the scope of Classification Level F in **Schedule 3 - Classification Framework**.
- (C) Occupational equivalent: property manager.

(h) **Nursing Services**

- (i) **Registered Nurse** means a person registered by the Nurses and Midwifery Board of Australia as such.

- (A) A **Registered Nurse** is:
 - Providing primary nursing care with its associated administrative responsibilities
 - Providing health counselling, health education and acting in a resource capacity to the school community, in addition to providing primary care with its associated administrative duties
- (B) A Registered Nurse shall upon commencement, be appointed to that level no less that which is applicable to a Nurse in his or her 3rd year of service and shall progress upon completion of further service.
- (C) An Employee classified at this level shall fall within the scope of Classification Level G in **Schedule 3 - Classification Framework**.
- (D) Occupational equivalent: school nurse.

(ii) **Senior Nurse**

- (A) A **Senior Nurse** means a Registered Nurse who is:

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

(B) An Employee classified at this level shall fall within the scope of Classification Level H in **Schedule 3 - Classification Framework**.

(C) Occupational equivalent: nurse in charge.

(i) Preschool/Childcare Services

(i) Level 1

(A) A **Level 1** position is one where the Employee may undertake the following types of duties:

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

(B) An Employee classified at this level shall fall within the scope of Classification Level A in **Schedule 3 - Classification Framework**.

(C) Occupational equivalent: childcare assistant, outside school hours assistant, preschool assistant, kindergarten assistant.

(ii) Level 2

(A) A **Level 2** position is one where the Employee may undertake the following types of duties:

- Perform duties applying to a Preschool/Childcare Services Employee Level 1
- Assisting in the implementation of the children's program under supervision
- Assisting in the implementation of daily care routines

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

(B) An Employee classified at this level shall fall within the scope of Classification Level B in **Schedule 3 - Classification Framework**.

(C) Occupational equivalent: childcare assistant.

(iii) **Level 3**

(A) A **Level 3** position is one where the Employee may undertake the following types of duties:

- Perform duties applying to a Preschool/Childcare Services Employee Level 2
- Assisting in the preparation, implementation and evaluation of developmentally appropriate programs for individual children or groups
- Responsibility for recording observations of individual children or groups for program planning purposes for qualified employees
- Working with individual children with particular needs, under direction
- Assisting in the direction of untrained employees
- Undertaking and implementing the requirements of quality assurance
- Working in accordance with food safety regulations

(B) An Employee classified at this level shall fall within the scope of Classification Level C in **Schedule 3 - Classification Framework**.

(C) Occupational equivalent: childcare assistant.

(iv) **Level 4**

(A) A **Level 4** position is one where the Employee may undertake the following types of duties:

- Exercises similar responsibilities as a Level 3 but an employee at this level has a Diploma in Children's Services

- (B) An Employee classified at this level shall fall within the scope of Classification Level D in **Schedule 3 - Classification Framework**.
- (C) Occupational equivalent: childcare assistant.

(v) **Level 5**

- (A) A **Level 5** position is one where the Employee may undertake the following types of duties:
- Perform duties applying to a Preschool/Childcare Services Employee Level 4
 - Responsibility, in consultation with the director or the director's nominee, for the preparation, implementation and evaluation of a developmentally appropriate program for individual children or groups of children in care
 - Responsibility for the direction and general supervision of lower level employees
 - Ensuring a safe environment is maintained for children and employees
 - Ensuring that records are maintained accurately for each child in the employee's care
 - Developing, implementing and evaluating daily care routines
 - Ensuring adherence to the policies and procedures
 - Liaising with families
- (B) An Employee classified at this level shall fall within the scope of Classification Level E in **Schedule 3 - Classification Framework**.
- (C) Occupational equivalent: childcare assistant.

(vi) **Level 6**

- (A) Occupational equivalent: operating as the assistant director. A **Level 6** position is one where the Employee may undertake the following types of duties:
- Perform duties applying to a Preschool/Childcare Services Employee Level 5
 - Responsibility for co-ordinating and directing the activities of employees, including the employees engaged in the implementation and evaluation of developmentally appropriate programs
 - Contributing, through the director, to the development of the facility or policies and procedures
 - Co-ordinating operations, including work health and safety, program planning, staff training

- Taking responsibility for the day-to-day management of the facility in the temporary absence of the director and for management and compliance with all licensing and all statutory and quality assurance issues
- (B) Occupational equivalent: operating as the co-ordinator. A **Level 6** position is one where the Employee is:
- Undertaking additional responsibilities, including co-ordinating the activities of more than one group, supervising employees, trainees and students on placement and assisting in administrative functions
- (C) An Employee classified at this level shall fall within the scope of Classification Level F in **Schedule 3 - Classification Framework**.
- (vii) **Preschool/Childcare Services Director (other than a Qualified Teacher) Level 1**
- (A) A **Director Level 1** position is one where the Employee may undertake the following types of duties:
- Perform duties applying to a Preschool/Childcare Services Employee Level 6
 - Responsibility as a director, being responsible for the overall management and administration of the facility, including:
 - Supervising the implementation of developmentally appropriate programs for children
 - Recruiting staff in accordance with relevant regulations, as directed by the Principal
 - Maintaining day-to-day accounts and handling all administrative matters
 - Ensuring that the facility adheres to all relevant regulations and statutory requirements
 - Ensuring that the facility meets or exceeds quality assurance requirements
 - Liaising with families and outside agencies
 - Formulating and evaluating annual budgets
 - Providing professional leadership and development to employees
 - Developing and maintaining policies and practices for the facility
 - Not required to be teacher qualified
- (B) This level applies where the number of places in the centre are 0 to 39.
- (C) An Employee classified at this level shall fall within the scope of Classification Level G in **Schedule 3 - Classification Framework**.

- (D) Occupational equivalent: childcare centre director.
- (viii) **Preschool/Childcare Services Director (other than a Qualified Teacher) Level 2**
- (A) A **Director Level 2** position is one where the Employee has:
- Responsibilities that are the same as Director Level 1
- (B) This level applies where the number of places in the centre are 40 to 59.
- (C) An employee classified at this level shall fall within the scope of Classification Level G in **Schedule 3 - Classification Framework**.
- (viii) **Preschool/Childcare Services Director (other than a Qualified Teacher) Level 3**
- (A) A **Director Level 3** position is one where the Employee has:
- Responsibilities that are the same as Director Level 1
- (B) This level applies where the number of places in the centre exceeds 60.
- (C) An employee classified at this level shall fall within the scope of Classification Level H in **Schedule 3 - Classification Framework**.

(j) Wellbeing Services

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

(i) Level 1 – Wellbeing Services – Non-Graduate Employee

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

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

- (A) 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) 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.
- (B) 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.

Schedule 3 – Classification Framework

The following schedule applies in determining the appropriate classification to appoint employees.

	Competency	Judgement, independence and problem solving	Level of Supervision	Training level or qualifications
<p>Classification Level A</p> <p>An employee at this level will learn and gain competency in the basic skills required by the employer. In the event that the increased skills/competency are required and utilised by the employer, classification to a higher level within the structure may be possible.</p>	<p>Competency involves application of knowledge and skills to a limited range of tasks and roles. There is a specific range of contexts where the choice of actions is clear. The competencies are normally used within established routines, methods and procedures that are predictable. Judgments against established criteria may also be required.</p>	<p>The employee follows standard procedures in a predefined order. The employee resolves problems where alternatives for the employee are limited and the required action is clear or can be readily referred to a more senior employee.</p>	<p>Close supervision or, in the case of more experienced employees working alone, routine supervision.</p>	<p>An employee is not required to have formal qualifications or work experience upon engagement. An employee will be provided with on-the-job training which will provide information about, and/or an introduction to, the conditions of employment, the school, the school's policies and procedures in relation to the work environment and the employees with whom the employee will be working.</p>
<p>Classification Level B</p> <p>An employee at this level performs work above and beyond the skills of an employee at Level A.</p>	<p>Competency at this level involves application of knowledge and skills to a range of tasks and roles. There is a defined range of contexts where the choice of actions required is clear. There is limited complexity of choice of actions required. On occasion, more complex tasks may be performed.</p>	<p>(i) Applies generally accepted concepts, principles and standards in well-defined areas. Solves relatively simple problems with reference to established techniques and practices. Will sometimes choose between a range of straightforward alternatives.</p> <p>(ii) An employee at this level will be expected to perform a combination of various routine tasks where the daily work routine will allow the latitude to rearrange some work sequences, provided the prearranged work priorities are achieved.</p>	<p>Routine supervision of straightforward tasks; close supervision of more complex tasks. Where employees are working alone, less direct guidance and some autonomy may be involved.</p>	<p>Level B duties typically require:</p> <p>(i) a skill level which assumes and requires knowledge, training or experience relevant to the duties to be performed;</p> <p>(ii) completion of Year 12 without work experience;</p> <p>(iii) completion of Certificates I or II with work related experience; or</p> <p>(iv) an equivalent combination of experience and training. An instructional services employee (sport) will have no or minimal coaching experience but will possess appropriate sporting discipline specific experience.</p>

<p>Classification Level C An employee at this level performs work above and beyond the skills of an employee at Level B.</p>	<p>Competency at this level involves application of knowledge with depth in some areas and a broad range of skills. There are a range of roles and tasks in a variety of contexts. There is some complexity in the extent and choice of actions required. Competencies are normally used within routines, methods and procedures. Some discretion and judgment is involved in the selection of equipment, work organisation, services, actions and achieving outcomes within time constraints.</p>	<p>Exercise judgment on work methods and task sequence within specified timelines and standard practices and procedures. Answers are usually found by selecting from specific choices defined in standard work policies or procedures.</p>	<p>In some positions, routine supervision, moving to general direction with experience. In other positions, general direction. This is the first level where supervision of other employees may be required. When employees are working alone, they may work semi-autonomously.</p>	<p>Level C duties typically require a skill level which assumes and requires knowledge or training in clerical/administrative, trades or technical functions equivalent to:</p> <ul style="list-style-type: none"> (i) completion of a trades certificate or Certificate III; (ii) completion of Year 12 or a Certificate II, with relevant work experience; or (iii) an equivalent combination of relevant experience and/or education/training. For an instructional services employee (sport), this means coaching qualifications equivalent to those identified in subclauses (i) and (ii) and/or appropriate sporting discipline specific experience. <p>Persons advancing through this level may typically perform duties which require further on-the-job training or knowledge and training equivalent to progress toward completion of a Certificate IV or Diploma.</p>
<p>Classification Level D An employee at this level performs work above and beyond the skills of an employee at Level C.</p>	<p>Competency at this level involves the application of knowledge with depth in some areas and a broad range of skills. There is a wide variety of tasks and roles in a variety of contexts. There is complexity in the ranges and choice of actions required. Some tasks may require limited creative, planning or design functions. Competencies are normally</p>	<p>Independent judgment is required to identify, select and apply the most appropriate available guidelines and procedures, interpret precedents and adapt standard methods or practices to meet variations in facts and/or conditions. The employee may apply extensive diagnostic skills, theoretical knowledge and techniques to a range of procedures and tasks, proficiency</p>	<p>Supervision is generally present to establish general objectives relative to a specific project, to outline the desired end product and to identify potential resources for assistance. Some positions will require routine supervision to general direction depending upon experience and the complexity of the tasks. Some positions will require general</p>	<p>Level D duties typically require a skill level which assumes and requires knowledge or training equivalent to:</p> <ul style="list-style-type: none"> (i) completion of a diploma level qualification with relevant work related experience; (ii) completion of a Certificate IV with relevant work experience; (iii) completion of a post-trades certificate and extensive relevant experience and on-the-job training;

	used within a variety of routines, methods and procedures. Discretion and judgment are required for self and/or others in planning, selection of equipment, work organisation, services, actions and achieving outcomes within time constraints.	in the work area's rules and regulations, procedures requiring expertise in a specialist area or broad knowledge of a range of personnel and functions.	direction. May supervise or co-ordinate others to achieve objectives, including liaison with employees at higher levels. May undertake stand-alone work.	<p>(iv) completion of a Certificate III with extensive relevant work experience; or</p> <p>(v) an equivalent combination of relevant experience and/or education/training.</p> <p>For an instructional services employee (sport), this means coaching qualifications equivalent to those identified in subclauses (i) to (iv) above and/or appropriate sporting discipline specific experience.</p>
<p>Classification Level E</p> <p>An employee at this level performs work above and beyond the skills of an employee at Level D.</p>	Competency at this level involves self-directed application of knowledge with substantial depth in some areas. A range of technical and other skills are applied to roles and functions in both varied and highly specific contexts. Competencies are normally used independently and both routinely and non-routinely. Discretion and judgment are required in planning and selecting appropriate equipment, service techniques and work organisation for self and/or others.	Problem solving involves the identification and analysis of diverse problems. Solve problems through the standard application of theoretical principles and techniques at degree level. Apply standard technical training and experience to solve problems. Apply expertise to the making of decisions. Being responsible for co-ordinating a team to provide an administrative service.	Routine supervision to general direction, depending on tasks involved and experience. May supervise other staff at levels below Level E.	<p>Level E duties typically require a skill level which assumes and requires knowledge or training equivalent to:</p> <p>(i) completion of a degree without subsequent relevant work experience;</p> <p>(ii) completion of an advanced diploma qualification and at least one year's subsequent relevant work experience;</p> <p>(iii) completion of a diploma qualification and at least 2 years' subsequent relevant work experience;</p> <p>(iv) completion of a Certificate IV and extensive relevant work experience;</p> <p>(v) completion of a post-trades certificate and extensive (typically more than 2 years') relevant experience as a technician; or</p> <p>(vi) an equivalent combination of relevant experience and/or education/training. For an instructional services employee (sport), this means coaching qualificati</p>

				ons equivalent to those identified in subclauses (i) to (v) above and/or appropriate sporting discipline specific experience.
<p>Classification Level F</p> <p>An employee at this level performs work above and beyond the skills of an employee at Level E.</p>	<p>(i) Competency at this level involves the development and application of professional knowledge in a specialised area/s and utilising a broad range of skills. Competencies are normally applied independently and are substantially non-routine.</p> <p>(ii) Competency at this level involves the delivery of professional services within defined accountability levels. Employees may operate individually or as a member of a team.</p> <p>(iii) Significant discretion and judgment is required in planning, designing professional, technical or supervisory functions related to services, operations or processes.</p> <p>(iv) Employees are expected to plan their own professional development and such increased knowledge, relevant to the position held, will be applied to the work situation.</p> <p>(v) Perform work assignments guided by policy, precedent, professional standards and managerial or technical expertise. Employees would have the latitude to develop or</p>	<p>Discretion to innovate within own function and take responsibility for outcomes; design, develop and test complex equipment, systems and procedures; undertake planning involving resources use and develop proposals for resource allocation; exercise high level diagnostic skills on sophisticated equipment or systems; and/or analyse and report on data and experiments.</p>	<p>In some positions, general direction is appropriate. In other positions, broad direction would apply. May have extensive supervisory and line management responsibility for general employees. Supervision is present to review established objectives.</p>	<p>Level F duties typically require a skill level which assumes and requires knowledge or training equivalent to:</p> <p>(i) a degree with subsequent relevant experience;</p> <p>(ii) extensive experience and specialist expertise or broad knowledge in technical or administrative fields; or</p> <p>(iii) an equivalent combination of relevant experience and/or education/training. For an instructional services employee (sport), this means coaching qualifications equivalent to those identified in subclauses (i) to (ii) above and/or appropriate sporting discipline specific experience.</p>

	<p>redefine procedure and interpret policy so long as other work areas are not affected. In technical and administrative areas, have a depth or breadth of expertise developed through extensive relevant experience and application.</p>			
<p>Classification Level G An employee at this level performs work above and beyond the skills of an employee at Level F.</p>	<p>(i) Within constraints set by management, employees exercise initiative in the application of professional practices demonstrating independent discretion and judgment, which may have effect beyond a work area. An employee at this level is expected to carry a high proportion of tasks involving complex, specialised or professional functions.</p> <p>(ii) An employee may independently relate existing policy to work assignments or rethink the way a specific body of knowledge is applied in order to solve problems. In professional or technical positions, the employee may be a recognised authority in a specialised area.</p>	<p>Independently relate existing policy to work assignments, rethink the way a specific body of knowledge is applied in order to solve problems, adapt procedures to fit policy prescriptions or use theoretical principles in modifying and adapting techniques. This may involve stand-alone work or the supervision of employees in order to achieve objectives. It may also involve the interpretation of policy which has an impact beyond the immediate work area.</p>	<p>Broad direction. May manage other employees including general employees.</p>	<p>Level G duties typically require a skill level which assumes and requires knowledge or training equivalent to:</p> <p>(i) a degree with at least 4 years of subsequent relevant experience;</p> <p>(ii) extensive experience and management expertise in technical or administrative fields; or</p> <p>(iii) an equivalent combination of relevant experience and/or education/training.</p>
<p>Classification Level H An employee at this level performs work above and beyond the skills of an employee at Level G.</p>	<p>Competency at this level is likely to require the development of new ways of using a specific body of knowledge which applies to work assignments or may involve the integration of</p>	<p>Responsible for program development and implementation. Provide strategic support and advice requiring integration of a range of school policies and external requirements, and an</p>	<p>Broad direction, working with a degree of autonomy. May have management responsibility for a functional area and/or manage other employees including administrative,</p>	<p>Level H duties typically require a skill level which assumes and requires knowledge or training equivalent to:</p> <p>(i) postgraduate qualifications or progress towards postgraduate</p>

other specific bodies of knowledge.	ability to achieve objectives operating within complex organisation structures.	technical and/or professional employees.	qualifications and extensive relevant experience; (ii) extensive experience and management expertise; or (iii) an equivalent combination of relevant experience and/or education/training.
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Schedule 4 – Translocation Provisions to this Agreement

Table 1 – Translocation of Employees covered by the *Independent Schools NSW (Support and Operational Staff) Multi-Enterprise Agreement 2021*

An Employee who was employed by an Employer covered by the *Independent Schools NSW (Support and Operational Staff) Multi-Enterprise Agreement 2021* immediately prior to the Commencement Date and remains employed by that Employer on the Commencement Date will be classified on and from the Commencement Date in accordance with the Table below.

Classification under the <i>Independent Schools NSW (Support and Operational Staff) Multi-Enterprise Agreement 2021</i> immediately prior to the Commencement Date	New classification on Commencement Date
Boarding	Boarding Services
Boarding Level 1	Boarding Services Level 1
Boarding Level 2	Boarding Services Level 2
Boarding Level 3	Boarding Services Level 3
Boarding Level 4	Boarding Services Level 4
School Assistants	Classroom Support Services
School Assistants Level 1	Classroom Support Services Level 1.1
School Assistants Level 2	Classroom Support Services Level 2.1
School Assistants Level 3	Classroom Support Services Level 3.1
School Assistants Level 4	Classroom Support Services Level 4.1
Clerical and Administration	Clerical and Administration Services
Clerical Level 1.1	Clerical and Administration Services Level 1.1
Clerical Level 1.2	Clerical and Administration Services Level 1.2
Clerical Level 2.1	Clerical and Administration Services Level 3.1
Clerical Level 2.2	Clerical and Administration Services Level 3.2
Clerical Level 2.3	Clerical and Administration Services Level 3.3
Clerical Level 2.4	Clerical and Administration Services Level 3.3
Clerical Level 3.1	Clerical and Administration Services Level 4.1
Clerical Level 3.2	Clerical and Administration Services Level 4.2
Clerical Level 3.3	Clerical and Administration Services Level 4.2
Administrator Level 4.1	Clerical and Administration Services Level 5.1
Administrator Level 4.2	Clerical and Administration Services Level 5.2

School Assistants	Curriculum/Resources Services
School Assistants Level 1	Curriculum/Resources Services Level 1.1
School Assistants Level 2	Curriculum/Resources Services Level 1.2
School Assistants Level 3	Curriculum/Resources Services Level 2.1
School Assistants Level 4	Curriculum/Resources Services Level 3.1
School Assistants Level 4	Curriculum/Resources Services Level 4.1
ICT	ICT Support Services
School Assistants Level 1 and 2 Clerical Assistant Level 1.1	ICT Support Services Level 1.1
School Assistants Level 3 Clerical Officer Level 2.1 to 2.4	ICT Support Services Level 2.1 ICT Support Services Level 2.1 to 2.3 (depending on corresponding step)
School Assistants Level 4 Senior Clerical Officer Level 3.1	ICT Support Services Level 3.1
Level 4 Administrator	ICT Support Services Levels 4, 5 or 6 (dependent on school size)
General Operational Staff Maintenance, Grounds, Green Keeping, Canteen, and Uniform Shop Staff, Cleaners and Bus Drivers	School Operational Services
Laundry Level 1 Cooking and Catering Level 1 Cleaners Level 1	School Operational Services Level 1.1
Cleaners Level 2	School Operational Services Level 1.2
Maintenance Grounds Level 1.1	School Operational Services Level 1.3
Cooking and Catering Level 2 Laundry Level 2	School Operational Services Level 2.1
Maintenance Grounds Level 1.2 and 1.3 General Hand Levels 1.1, 1.2 and 1.3	School Operational Services Level 2.2
Bus Trade Qualified	School Operational Services Level 2.3
Cooking and Catering Level 3 Caretaker Level 3	School Operational Services Level 3.1
Level 2 Qualified Trade 2(a)	School Operational Services Level 3.2

Level 2 Qualified Trade 2(b)	School Operational Services Level 3.3
Cooking and Catering Level 4	School Operational Services Level 4.1
Cooking and Catering Level 5	School Operational Services Level 5.1
Maintenance, Grounds, Greenkeeping and Uniform Shop – Level 3 Supervisor	School Operational Services Level 5.2
Long Day Care, Preschool and OOSH Centre Staff	Preschool/Child Care Services
Childcare Worker (Step 1) (No Quals)	Preschool/Childcare Services Level 2.1
Childcare Worker (Step 2) (No Quals)	Preschool/Childcare Services Level 2.1
Childcare Worker (Step 3) (No Quals)	Preschool/Childcare Services Level 2.2
Childcare Worker (Step 4) (No Quals)	Preschool/Childcare Services Level 2.3
Childcare Worker (Step 5) (No Quals)	Preschool/Childcare Services Level 2.4
Advanced Childcare Worker (Step 1) & Childcare workers with Cert III	Preschool/Childcare Services Level 3.1
Advanced Childcare Worker (Step 2)	Preschool/Childcare Services Level 3.2
Advanced Childcare Worker (Step 3)	Preschool/Childcare Services Level 3.3
Advanced Childcare Worker (Diploma Qualified) (Step 1)	Preschool/Childcare Services Level 4.1
Advanced Childcare Worker (Diploma Qualified) (Step 2)	Preschool/Childcare Services Level 4.2
Advanced Childcare Worker (Diploma Qualified) (Step 3)	Preschool/Childcare Services Level 5.1
Advanced Childcare Worker (Diploma Qualified) (Step 4)	Preschool/Childcare Services Level 5.2
Assistant Coordinator Level 1	Preschool/Childcare Services Level 6.1
Assistant Coordinator Level 2	Preschool/Childcare Services Level 6.1
Assistant Coordinator (Diploma Qualified)	Preschool/Childcare Services Level 6.2

Co-ordinator	Preschool/Childcare Services Level 6.3
Co-ordinator (Diploma Qualified) – Levels 1 & 2	Preschool/Childcare Services Director (other than a Qualified Teacher) Level 1
Co-ordinator (Diploma Qualified) – Levels 3	Preschool/Childcare Services Director (other than a Qualified Teacher) Level 2
Co-ordinator (Diploma Qualified) – Levels 4	Preschool/Childcare Services Director (other than a Qualified Teacher) Level 3
Wellbeing Services Staff	Wellbeing Services
Wellbeing Services Level 1 – Non Graduate	Wellbeing Services Level 1 – Non Graduate Employee (to the appropriate step based on years of service)
Wellbeing Services Level 2 – Graduate	Wellbeing Services Level 2 – Graduate Employee (to the appropriate step based on years of service)
Wellbeing Services Level 3 – Senior Staff	Wellbeing Services Level 3 – Senior Employee (to the appropriate step based on years of service)
Wellbeing Services – Psychologists (year 1-7)	Wellbeing Services – Psychologists (to the appropriate step based on years of service)

Employees who may have had an opportunity to progress within their appointed classification to a higher pay point will only progress to the next higher pay point under the new classification structure after 12 months, in accordance with **clause 12.3 Progression**.

Table 2 – Translocation of Employees covered by the *Stella Maris College (Support and Operational Staff) Enterprise Agreement 2017* and *Santa Sabina College (Support and Operational Staff) Enterprise Agreement 2022*

An Employee who was employed by an Employer covered by the *Stella Maris College (Support and Operational Staff) Enterprise Agreement 2017* and *Santa Sabina College (Support and Operational Staff) Enterprise Agreement 2022* immediately prior to the Commencement Date and remains employed by that Employer on the Commencement Date will be classified on and from the Commencement Date in accordance with the Table below.

Classification under the Santa Sabina (Support and Operational Staff) Enterprise Agreement 2022 immediately prior to the Commencement Date	New classification on Commencement Date
School Assistants	Classroom Support Services
School Support Staff Levels 2a, 2b and 2c	Classroom Support Services 1.3
School Support Staff Levels 3a, 3b	Classroom Support Services 2.1
School Support Staff Levels 3c	Classroom Support Services 2.2
School Support Staff Levels 4a, 4b and 4c	Classroom Support Services 3.1
School Support Staff Level 5	Classroom Support Services 4.1
School Support Staff	Clerical and Administration Services
Level 1	Clerical and Administration Services 1.1
Level 2a	Clerical and Administration Services 2.1
Level 2b and Level 2c	Clerical and Administration Services 2.2
Level 3a	Clerical and Administration Services 3.1
Level 3b	Clerical and Administration Services 3.2
Level 3c	Clerical and Administration Services 3.3
Level 4a	Clerical and Administration Services 4.1
Level 4b and Level 4c	Clerical and Administration Services 4.2
Level 5	Clerical and Administration Services 5.1
Level 6	Clerical and Administration Services 5.1
School Support Staff	Curriculum/Resources Support Services
School Support Staff Levels 2a, 2b and 2c	Curriculum/Resources Services Level 1.1
School Assistants Level 3a School Support Staff Levels 3b and 3c	Curriculum/Resources Services Level 2.1
School Assistants Level 4 a	Curriculum/Resources Services Level 3.1

School Support Staff Levels 4b and 4c	
School Support Staff Level 5	Curriculum/Resources Services Level 4.1
Information Technology Staff	ICT Support Services
Level 1.1	ICT Support Services Level 1.1
Level 1.2	ICT Support Services Level 1.2
Level 1.3	ICT Support Services Level 1.3
Level 2.1	ICT Support Services Level 2.1
Level 2.2	ICT Support Services Level 2.2
Level 2.3	ICT Support Services Level 2.3
Level 3	ICT Manager (Small/Medium/Large School dependent on school size)
Level 4	
Level 5	
Nurses	Nursing Services
Registered Nurse	1 st year of service – 8 th year of service
Senior Nurse	Senior Nurse
General Operational Staff Cleaners and Bus Drivers	School Operational Services
Level 1	School Operational Services Level 1.1
Level 2	School Operational Services Level 1.2
Level 3	School Operational Services Level 1.3
Level 4	School Operational Services Level 3.1
Level 5.1	School Operational Services Level 4.1
Level 5.2	School Operational Services Level 4.2
Maintenance and Outdoor Staff Maintenance, Grounds, Green Keeping	School Operational Services
Step 1 (non-trade qualified)	School Operational Services Level 1.3
Step 2 (non-trade qualified)	School Operational Services Level 1.3

Step 3 (non-trade qualified)	School Operational Services Level 2.1
Step 4 (non-trade qualified)	School Operational Services Level 2.2
Step 5 (non-trade qualified)	School Operational Services Level 2.3
Step 4 (Trade qualified)	School Operational Services Level 3.1
Step 5 (Trade qualified)	School Operational Services Level 3.3
School Support Staff Canteen and Uniform Shop Staff	School Operational Services
Level 1 (Canteen and Uniform Shop Staff)	School Operational Services Level 1.3
Level 2 (Canteen and Uniform Shop Staff)	School Operational Services Level 2.3

Employees who may have had an opportunity to progress within their appointed classification to a higher pay point will only progress to the next higher pay point under the new classification structure after 12 months, in accordance with **clause 12.3 Progression**.

Table 3 – Translocation of Employees covered by the *NSW Christian Schools General Staff Multi-Enterprise Agreement – 2020-2023*

An Employee who was employed by an Employer covered by the *NSW Christian Schools General Staff Multi-Enterprise Agreement – 2020-2023* immediately prior to the Commencement Date and remains employed by that Employer on the Commencement Date will be classified on and from the Commencement Date in accordance with the Table below.

Classification under the <i>NSW Christian Schools General Staff Multi-Enterprise Agreement – 2020-2023</i> immediately prior to the Commencement Date	New classification on Commencement Date
School Support Services	Classroom Support Services
School Support Services Level 1.1	Classroom Support Services Level 1.1
School Support Services Level 1.2	Classroom Support Services Level 1.2
School Support Services Level 1.3 School Support Services Level 1.4 School Support Services Level 1.5	Classroom Support Services Level 1.3
School Support Services Level 2.1	Classroom Support Services Level 2.1
School Support Services Level 2.2	Classroom Support Services Level 2.2
School Support Services Level 2.3 School Support Services Level 2.4 School Support Services Level 2.5	Classroom Support Services Level 2.3
School Support Services Level 3.1	Classroom Support Services Level 3.1
School Support Services Level 3.2	Classroom Support Services Level 3.2
School Support Services Level 4.1	Classroom Support Services Level 4.1
School Support Services Level 4.2	Classroom Support Services Level 4.2
School Support Services Level 4.3 School Support Services Level 4.4	Classroom Support Services Level 4.3
School Administration Services	Clerical and Administration Services
School Administration Services Level 1.1	Clerical and Administration Services Level 1.1
School Administration Services Level 1.2	Clerical and Administration Services Level 1.2
School Administration Services Level 1.3 School Administration Services Level 1.4 School Administration Services Level 1.5	Clerical and Administration Services Level 1.3

School Administration Services Level 2.1	Clerical and Administration Services Level 2.1
School Administration Services Level 2.2 School Administration Services Level 2.3 School Administration Services Level 2.4 School Administration Services Level 2.5	Clerical and Administration Services Level 2.2
School Administration Services Level 3.1	Clerical and Administration Services Level 3.1
School Administration Services Level 3.2	Clerical and Administration Services Level 3.2
School Administration Services Level 4.1	Clerical and Administration Services Level 4.1
School Administration Services Level 4.2 School Administration Services Level 4.3 School Administration Services Level 4.4	Clerical and Administration Services Level 4.2
School Administration Services Level 5.1 School Administration Services Level 5.G1 School Administration Services Level 5.G2 School Administration Services Level 5.G3 School Administration Services Level 5.G4	Clerical and Administration Services Level 5.1
School Administration Services Level 5.2 School Administration Services Level 5.3	Clerical and Administration Services Level 5.2
School Administration Services Level 6.1	Clerical and Administration Services Level 6.1
School Administration Services Level 6.2 School Administration Services Level 6.3	Clerical and Administration Services Level 6.2
School Administration Services Level 7.1	Clerical and Administration Services Level 7.1
School Administration Services Level 7.2	Clerical and Administration Services Level 7.2
School Administration Services Level 8.1	Clerical and Administration Services Level 8.1
School Support Services	Curriculum/Resources Services
School Support Services Level 1.1 School Support Services Level 1.2 School Support Services Level 1.3 School Support Services Level 1.4 School Support Services Level 1.5	Curriculum/Resources Services Level 1.1
School Support Services Level 2.1 School Support Services Level 2.2 School Support Services Level 2.3 School Support Services Level 2.4	Curriculum/Resources Services Level 1.2

School Support Services Level 2.5	
School Support Services Level 3.1	Curriculum/Resources Services Level 2.1
School Support Services Level 3.2	Curriculum/Resources Services Level 2.2
School Support Services Level 4.1	Curriculum/Resources Services Level 3.1
School Support Services Level 4.2 School Support Services Level 4.3 School Support Services Level 4.4	Curriculum/Resources Services Level 3.2
School Support Services Level 5.1 School Support Services Level 5.G1 School Support Services Level 5.G2 School Support Services Level 5.G3 School Support Services Level 5.G4	Curriculum/Resources Services Level 4.1
School Support Services Level 5.2 School Support Services Level 5.3	Curriculum/Resources Services Level 4.2
School Administration Services	ICT Support Services
School Administration Services Level 3.1	ICT Support Services Level 1.1
School Administration Services Level 3.2	ICT Support Services Level 1.2
School Administration Services Level 4.1	ICT Support Services Level 2.1
School Administration Services Level 4.2	ICT Support Services Level 2.2
School Administration Services Level 4.3 School Administration Services Level 4.4	ICT Support Services Level 2.3
School Administration Services Level 5.1 School Administration Services Level 5.G1 School Administration Services Level 5.G2 School Administration Services Level 5.G3 School Administration Services Level 5.G4	ICT Support Services Level 3.1
School Administration Services Level 5.2	ICT Support Services Level 3.2
School Administration Services Level 5.3	ICT Support Services Level 3.3
School Administration Services Level 6, Level 7 and Level 8	ICT Manager (Small/Medium/Large School dependent on school size)
Nursing Services	Nursing Services
Nursing Services Level 5.1 – 5.8 Nursing Services Level 6.1 – 6.7	1 st year of service – 8 th year of service
Nursing Services Level 7 and Level 8	Senior Nurse

School Operational Services	School Operational Services
School Operational Services Level 1.1	School Operational Services Level 1.1
School Operational Services Level 1.2	School Operational Services Level 1.2
School Operational Services Level 1.3	School Operational Services Level 1.3
School Operational Services Level 2.1	School Operational Services Level 2.1
School Operational Services Level 2.2	School Operational Services Level 2.2
School Operational Services Level 3.1	School Operational Services Level 3.1
School Operational Services Level 3.2	School Operational Services Level 3.2
School Operational Services Level 3.3	School Operational Services Level 3.3
School Operational Services Level 4.1	School Operational Services Level 4.1
School Operational Services Level 4.2 School Operational Services Level 4.3 School Operational Services Level 4.4	School Operational Services Level 4.2
School Operational Services Level 5.1 School Operational Services Level 5.G1 School Operational Services Level 5.G2 School Operational Services Level 5.G3 School Operational Services Level 5.G4	School Operational Services Level 5.1
School Operational Services Level 5.2	School Operational Services Level 5.2
School Operational Services Level 6.1	School Operational Services Level 6.1
Preschool/Childcare Services	Preschool/Childcare Services
Preschool/Childcare Services Level 1.1	Preschool/Childcare Services Level 1
Preschool/Childcare Services Level 2.1	Preschool/Childcare Services Level 2.1
Preschool/Childcare Services Level 2.2	Preschool/Childcare Services Level 2.2
Preschool/Childcare Services Level 3.1	Preschool/Childcare Services Level 3.1
Preschool/Childcare Services Level 3.2	Preschool/Childcare Services Level 3.2
Preschool/Childcare Services Level 3.3 Preschool/Childcare Services Level 3.4	Preschool/Childcare Services Level 3.3

Preschool/Childcare Services Level 4.1	Preschool/Childcare Services Level 4.1
Preschool/Childcare Services Level 4.2	Preschool/Childcare Services Level 4.2
Preschool/Childcare Services Level 5.1	Preschool/Childcare Services Level 5.1
Preschool/Childcare Services Level 5.2	Preschool/Childcare Services Level 5.2
Preschool/Childcare Services Level 6.1	Preschool/Childcare Services Level 6.1
Preschool/Childcare Services Level 6.2	Preschool/Childcare Services Level 6.2
Preschool/Childcare Services Level 7.1 Preschool/Childcare Services Level 7.2 Preschool/Childcare Services Level 7.3 Preschool/Childcare Services Level 8.1 Preschool/Childcare Services Level 8.2	Preschool/Childcare Services Director (other than a Qualified Teacher) Level 1 – 3 (dependent on number of places in the Early Learning Centre)
Wellbeing Services	Wellbeing Services
Wellbeing Services Level 2.1 to 2.5 Wellbeing Services Level 4.1 to 4.4	Wellbeing Services Level 1 – Non Graduate Employee
Wellbeing Services Level 5.G3 to 5.3	Wellbeing Services Level 2 – Graduate Employee
Wellbeing Services Level 6.1 to 6.3 (other than registered psychologists)	Wellbeing Services Level 3 – Senior Employee
Wellbeing Services Level 6.1 to 6.3 (registered psychologists) Wellbeing Services Level 7.1 to 7.2 Wellbeing Services Level 8.1	Wellbeing Services – Psychologists (years 1-7)
School Instructional Services	Instructional Services
School Instructional Services Level 1.1	Instructional Services Level 1.1
School Instructional Services Level 1.2 School Instructional Services Level 1.3 School Instructional Services Level 1.4 School Instructional Services Level 1.5	Instructional Services Level 1.2
School Instructional Services Level 2.1	Instructional Services Level 2.1
School Instructional Services Level 2.2 School Instructional Services Level 2.3 School Instructional Services Level 2.4 School Instructional Services Level 2.5	Instructional Services Level 2.2

School Instructional Services Level 3.1 School Instructional Services Level 3.2	Instructional Services Level 3
School Instructional Services Level 4.1 School Instructional Services Level 4.2 School Instructional Services Level 4.3 School Instructional Services Level 4.4	Instructional Services Level 4.1
School Instructional Services Level 5.1 School Instructional Services Level 5.2 School Instructional Services Level 5.3 School Instructional Services Level 5.G1 School Instructional Services Level 5.G2 School Instructional Services Level 5.G3 School Instructional Services Level 5.G4	Instructional Services Level 4.2
School Instructional Services Level 6.1	Instructional Services Level 5.1
School Instructional Services Level 6.2 School Instructional Services Level 6.3	Instructional Services Level 5.2

Employees who may have had an opportunity to progress within their appointed classification to a higher pay point will only progress to the next higher pay point under the new classification structure after 12 months, in accordance with **clause 12.3 Progression**.

Table 4 – Translocation of Employees covered by the *Hunter Trade College Enterprise Agreement 2020-2022*

An Employee who was employed by the Employer covered by the *Hunter Trade College Enterprise Agreement 2020 - 2022* immediately prior to the Commencement Date and remains employed by that Employer on the Commencement Date will be classified on and from the Commencement Date in accordance with the Table below.

Classification under the Hunter Trade College Enterprise Agreement 2020 - 2022 immediately prior to the Commencement Date	New classification on Commencement Date
Classroom and Learning Support	Classroom Support Services
Level 3.1	Classroom Support Services 1.1
Level 3.2	Classroom Support Services 1.2
Level 3.3	Classroom Support Services 1.3
Level 4.1	Classroom Support Services 3.1
Level 4.2	Classroom Support Services 3.2
Level 4.3	Classroom Support Services 3.3
Level 5	Classroom Support Services 4.1
Classroom and Learning Support	Curriculum / Resources Services
Level 3.1	Curriculum/ Resources Services 1.1
Level 3.2 and 3.3	Curriculum/ Resources Services 1.2
Level 4	Curriculum/ Resources Services 2.1
Level 4.2 and 4.3	Curriculum/ Resources Services 2.2
Level 5	Curriculum/ Resources Services 3.1
Classroom and Learning Support	ICT Support Services
Level 3.1	ICT Support Services 2.1
Level 3.2	ICT Support Services 2.2
Level 3.3	ICT Support Services 2.3
Level 4.1	ICT Support Services 3.1
Level 4.2	ICT Support Services 3.2
Level 4.3	ICT Support Services 3.3
Level 5	ICT Support Services 4.1
School Administrative Services	Clerical and Administration Services

Level 3.1	Clerical and Administration Services 2.1
Level 3.2	Clerical and Administration Services 2.2
Level 3.3	Clerical and Administration Services 2.2
Level 4.1	Clerical and Administration Services 3.1
Level 4.2	Clerical and Administration Services 3.2
Level 4.3	Clerical and Administration Services 3.3
Level 5	Clerical and Administration Services 4.1
Level 6	Clerical and Administration Services 5.1
School Operational Services	School Operational Services
Level 1	School Operational Services Level 1.1
Level 2	School Operational Services Level 1.2
Level 3	School Operational Services Level 1.3
Level 3A	School Operational Services Level 3.1
Level 4	School Operational Services Level 4.1

Employees who may have had an opportunity to progress within their appointed classification to a higher pay point will only progress to the next higher pay point under the new classification structure after 12 months, in accordance with **clause 12.3 Progression**.

Schedule 5 – Workplace Delegates Rights

- 1.1 This schedule provides for the exercise of the rights of workplace delegates set out in section 350C of the Act.

NOTE: Under section 350C(4) of the Act, the employer is taken to have afforded a workplace delegate the rights mentioned in section 350C(3) if the employer has complied with **Schedule 5 – Workplace Delegates Rights**.

- 1.2 In **Schedule 5 – Workplace Delegates Rights**:

- (a) **employer** means the employer of the workplace delegate;
- (b) **delegate’s organisation** means the employee organisation in accordance with the rules of which the workplace delegate was appointed or elected; and
- (c) **eligible employees** means members and persons eligible to be members of the delegate’s organisation who are employed by the employer in the enterprise.

- 1.3 Before exercising entitlements under **Schedule 5 – Workplace Delegates Rights**, a workplace delegate must give the employer written notice of their appointment or election as a workplace delegate. If requested, the workplace delegate must provide the employer with evidence that would satisfy a reasonable person of their appointment or election.

- 1.4 An employee who ceases to be a workplace delegate must give written notice to the employer within 14 days.

- 1.5 **Right of representation**

A workplace delegate may represent the industrial interests of eligible employees who wish to be represented by the workplace delegate in matters including:

- (a) consultation about major workplace change;
- (b) consultation about changes to rosters or hours of work;
- (c) resolution of disputes;
- (d) disciplinary processes;
- (e) enterprise bargaining where the workplace delegate has been appointed as a bargaining representative under section 176 of the Act or is assisting the delegate’s organisation with enterprise bargaining; and

- (f) any process or procedure within an award, enterprise agreement or policy of the employer under which eligible employees are entitled to be represented and which concerns their industrial interests.

1.6 Entitlement to reasonable communication

- (a) A workplace delegate may communicate with eligible employees for the purpose of representing their industrial interests under **clause 1.5**. This includes discussing membership of the delegate's organisation and representation with eligible employees.
- (b) A workplace delegate may communicate with eligible employees during working hours or work breaks, or before or after work.

1.7 Entitlement to reasonable access to the workplace and workplace facilities

- (a) The employer must provide a workplace delegate with access to or use of the following workplace facilities:
 - (i) a room or area to hold discussions that is fit for purpose, private and accessible by the workplace delegate and eligible employees;
 - (ii) a physical or electronic noticeboard;
 - (iii) electronic means of communication ordinarily used in the workplace by the employer to communicate with eligible employees and by eligible employees to communicate with each other, including access to Wi-Fi;
 - (iv) a lockable filing cabinet or other secure document storage area; and
 - (v) office facilities and equipment including printers, scanners and photocopiers.
- (b) The employer is not required to provide access to or use of a workplace facility under **clause 1.7(a)** if:
 - (i) the workplace does not have the facility;
 - (ii) due to operational requirements, it is impractical to provide access to or use of the facility at the time or in the manner it is sought; or
 - (iii) the employer does not have access to the facility at the enterprise and is unable to obtain access after taking reasonable steps.

1.8 Entitlement to reasonable access to training

Unless the employer is a small business employer, the employer must provide a workplace delegate with access to up to 5 days of paid time during normal working

hours for initial training and at least one day each subsequent year, to attend training related to representation of the industrial interests of eligible employees, subject to the following conditions:

- (a) In each year commencing 1 July, the employer is not required to provide access to paid time for training to more than one workplace delegate per 50 eligible employees.
- (b) The number of eligible employees will be determined on the day a delegate requests paid time to attend training, as the number of eligible employees who are:
 - (i) full-time or part-time employees; or
 - (ii) regular casual employees.
- (c) Payment for a day of paid time during normal working hours is payment of the amount the workplace delegate would have been paid for the hours the workplace delegate would have been rostered or required to work on that day if the delegate had not been absent from work to attend the training.
- (d) The workplace delegate must give the employer not less than 5 weeks' notice (unless the employer and delegate agree to a shorter period of notice) of the dates, subject matter, the daily start and finish times of the training, and the name of the training provider.
- (e) If requested by the employer, the workplace delegate must provide the employer with an outline of the training content.
- (f) The employer must advise the workplace delegate not less than 2 weeks from the day on which the training is scheduled to commence, whether the workplace delegate's access to paid time during normal working hours to attend the training has been approved. Such approval must not be unreasonably withheld.
- (g) The workplace delegate must, within 7 days after the day on which the training ends, provide the employer with evidence that would satisfy a reasonable person of their attendance at the training.

1.9 **Exercise of entitlements under Schedule 5 – Workplace Delegates Rights**

- (a) A workplace delegate's entitlements under **Schedule 5 – Workplace Delegates Rights** are subject to the conditions that the workplace delegate must, when exercising those entitlements:
 - (i) comply with their duties and obligations as an employee;

- (ii) comply with the reasonable policies and procedures of the employer, including reasonable codes of conduct and requirements in relation to occupational health and safety and acceptable use of ICT resources;
 - (iii) not hinder, obstruct or prevent the normal performance of work; and
 - (iv) not hinder, obstruct or prevent eligible employees exercising their rights to freedom of association.
- (b) **Schedule 5 – Workplace Delegates Rights** does not require the employer to provide a workplace delegate with access to electronic means of communication in a way that provides individual contact details for eligible employees.
- (c) **Schedule 5 – Workplace Delegates Rights** does not require an eligible employee to be represented by a workplace delegate without the employee’s agreement.

NOTE: Under section 350A of the Act , the employer must not:

- (a) unreasonably fail or refuse to deal with a workplace delegate; or
- (b) knowingly or recklessly make a false or misleading representation to a workplace delegate; or
- (c) unreasonably hinder, obstruct or prevent the exercise of the rights of a workplace delegate under the Act or **Schedule 5 – Workplace Delegates Rights**.

Schedule 6 – Employers and Schools Covered by this Agreement

Trading Name	Legal Entity
Abbotsleigh School	Council of Abbotsleigh
Aetaomah	Sun Artistry Limited
Al Amanah College Ltd	Al Amanah College Ltd
Al Sadiq College Ltd	Al Sadiq College Ltd
Al Zahra College Ltd	Al Zahra College Limited
Alexander Primary School	Armenian General Benevolent Union School Inc
Al-Faisal College	Al-Faisal College Limited
All Saints Greek Orthodox Grammar School	All Saints Greek Orthodox Grammar School
Allegra School Coffs Harbour	Coffs Coast Education and Training Organisation Incorporated
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
Arrahman College	Arrahman College Limited
Ascham School Ltd	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
Australian International Academy of Education Limited	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 Limited
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	The 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 Rudolf Steiner School Limited	Cape Byron Rudolf Steiner School Limited
Carinya Christian School	Carinya Christian Education Ltd
Casuarina School	The Casuarina School Co-operative Ltd
Central Coast Grammar School	Central Coast Grammar School Ltd
Central Coast Sports College	Central Coast Sports College Ltd

Trading Name	Legal Entity
Central Coast Steiner School	Central Coast Steiner School Limited
Central West Leadership Academy	Central West Leadership Academy Limited
Christadelphian Heritage College Sydney	Christadelphian Heritage College Sydney Ltd
Clarence Valley Anglican School	Clarence Valley Anglican School
Claremont College	Anglican Schools Corporation
Coogee Boys' Preparatory School Pty Ltd	Coogee Boys' Preparatory School Pty Ltd
Cranbrook School	Cranbrook School
Currambena School	Currambena Ltd
DALE Christian School	St Philip's Christian Education Foundation Ltd
Danebank - An Anglican School for Girls	Anglican Schools Corporation
Darkinjung Barker	The Council of Barker College
Dhupuma Barker	The Council of Barker College
Ebenezer Christian College	The Ebenezer Foundation Ltd
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 Ltd
Frensham School	Winifred West Schools Ltd
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 Limited	Glenaeon Rudolf Steiner School Limited

Trading Name	Legal Entity
GOAL College	GOAL COLLEGE LTD
Gumbaynggirr Giingana Freedom School	Bularri Muurlay Nyanggan Aboriginal Corporation
Hamazkaine Arshak And Sophie Galstaun College Limited	Hamazkaine - Arshak & Sophie Galstaun College Limited
Hawkesbury Independent School Inc	Hawkesbury Independent School Inc
Heritage College Lake Macquarie	Christadelphian Heritage College Incorporated
Highfields Preparatory & Kindergarten School	Highfields Preparatory & Kindergarten School Limited
Hills Montessori School	Hills Montessori Society
Hunter Trade College	Hunter Trade College Ltd
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 Ltd
International Maarif Schools of Australia	Australian Turkish Maarif Foundation Limited
Italian Bilingual School	CO AS IT Italian Association of Assistance
John Colet Schools	John Colet Schools
Kamaroi Rudolf Steiner School Limited	Kamaroi Rudolf Steiner School Limited
Kambala	Kambala
Karuna Montessori School	Northern Beaches Montessori Association
Kincoppal Rose Bay School Of The Sacred Heart	Kincoppal - Rose Bay School
Kindlehill School	Kindlehill Ltd
Kinma School	Kinma Limited
Kinross Wolaroi School	Kinross Wolaroi School

Trading Name	Legal Entity
Knox Grammar School	Knox Grammar School
Korowal School	Korowal School Limited
Lakes Grammar - An Anglican School	Lakes Grammar An Anglican School
Leppington Anglican College	Anglican Schools Corporation
Lindfield Montessori Preschool	Lindfield Montessori Society Incorporated
Lindisfarne Anglican Grammar School	Lindisfarne Anglican School
Linuwel School Ltd	Linuwel School Ltd
Living School	Living Schools Global Limited
Loreto Kirribilli Limited	Loreto Kirribilli Limited
Loreto Normanhurst	Loreto Normanhurst Limited
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
Marri Mittag	The Council of Barker College
Marsden Park Anglican College	Anglican Schools Corporation
Masada College	Masada College
Meriden School	Meriden School
Minarah College	Green Valley Islamic College Ltd
Minimbah Aboriginal Primary School	Minimbah Pre-School, Primary School Aboriginal Corporation

Trading Name	Legal Entity
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 Limited	Mosman Church of England Preparatory School Limited
Mount Annan Christian College	Mount Annan Christian College Ltd
Mount Sinai College	Mount Sinai College
Mumbulla School for Rudolf Steiner Education	Mumbulla School for Rudolf Steiner Education Limited
Muslim Girls Grammar Limited	Muslim Girls Grammar Limited
Narnia Christian Pre School	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 Ltd
Northside Montessori School	Northside Montessori Society
Nowra Anglican College	Anglican Schools Corporation
Odyssey House NSW	Odyssey House NSW
Oran Park Anglican College	Anglican Schools Corporation
Orange Anglican Grammar School	Anglican Schools Corporation
Oxford Falls Grammar	Oxford Falls Grammar School Limited
Oxley College	Oxley College Ltd
Penrith Anglican College	Anglican Schools Corporation
PLC Armidale	Presbyterian Ladies College Armidale
PLC Sydney	Presbyterian Ladies College Sydney

Trading Name	Legal Entity
Pymble Ladies' College	Pymble Ladies' College
Queenwood School for Girls	Queenwood School for Girls Ltd
Ravenswood School For Girls	Ravenswood School for Girls
Redfern Jarjum College Ltd	Redfern Jarjum College Ltd
Redfield College	PARED Ltd
Richard Gill School	The Richard Gill National Music Academy Limited
Richard Johnson Anglican College	Anglican Schools Corporation
Rissalah College	Rissalah College Ltd
Roseville College	Anglican Schools Corporation
Rouse Hill Anglican College	Anglican Schools Corporation
Saint Ignatius' College Riverview Limited	Saint Ignatius' College Riverview Limited
Saint Mark's Coptic Orthodox College	Saint Mark's Coptic Orthodox College
Saint Mary MacKillop College Albury	Saint Mary MacKillop College Albury Limited
Saint Mary Mackillop Colleges	Saint Mary MacKillop Colleges Limited
Salamah College Limited	Salamah College Limited
Santa Sabina College	Santa Sabina College Ltd
Sapphire Coast Anglican College	Sapphire Coast Anglican College
Sathya Sai College	Sathya Sai College Limited
SCECGS Redlands	SCECGS Redlands Limited
SCEGGS Darlinghurst	SCEGGS Darlinghurst Ltd
Scone Grammar School	St Lukes Scone Grammar School Council
Scots All Saints College	Scots All Saints College
Shearwater the Mullumbimby Steiner School Ltd	Shearwater The Mullumbimby Steiner School Limited
Shellharbour Anglican College	Anglican Schools Corporation
Sherwood Hills Christian School Ltd	Sherwood Hills Christian School Ltd

Trading Name	Legal Entity
Shore 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
St Andrew's Cathedral School	The Council of St Andrew's Cathedral School
St Bishoy Coptic Orthodox College	St Bishoy Coptic Orthodox College
St Catherine's School Sydney	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	St Euphemia College
St Narsai Assyrian Christian College	Assyrian Christian Schools Limited
St Hurmizd Assyrian Primary School	Assyrian Christian Schools Limited
St John's Lutheran School Jindera Ltd	St John's Lutheran School Jindera Ltd
St Luke's Grammar School	Anglican Schools Corporation
St Mary and St Mina's Coptic Orthodox College	St Mary and St Mina's Coptic Orthodox College
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 Henty Incorporated	St Pauls Lutheran Primary School Henty Incorporated
St Peter's Anglican College	St Peter's Anglican College
St Peter's Anglican Grammar	Campbelltown Anglican Schools Council
St Peter's Heart	Campbelltown Anglican Schools Council
St Philip's Christian College Cessnock	St Philip's Christian Education Foundation Ltd
St Philip's Christian College Gosford Campus	St Philip's Christian Education Foundation Ltd

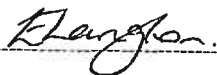
Trading Name	Legal Entity
St Philip's Christian College Gosford Preschool	St Philip's Christian Education Foundation Ltd
St Philip's Christian College Newcastle	St Philip's Christian Education Foundation Ltd
St Philip's Christian College Port Stephens	St Philip's Christian Education Foundation Ltd
St Sava College	St Sava College Ltd
St Vincent's College	St. Vincent's College Limited
St Spyridon College	The Greek Orthodox Parish of St Spyridon Sydney
Stella Maris College	Stella Maris College
Sydney Japanese International School	Sydney Japanese School Limited
Sydney Montessori School	Sydney Montessori School Limited
Tallowood School Inc	Tallowood Steiner School Inc
Tambelin Independent School	Tambelin Independent School Inc
Tangara School for Girls	PARED Ltd
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
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 Pittwater House Schools	The Pittwater House Schools Ltd
The Riverina Anglican College	The Riverina Anglican College

Trading Name	Legal Entity
The Scots College	The Scots College
The Scots School Albury	The Scots School Albury
Thomas Hassall Anglican College	Anglican Schools Corporation
TLK Youth College	Tuggerah Lakes Community College Limited
Unity Grammar College	Unity Grammar College Ltd
Vistara Primary School	Ananda Marga Pracaraka Samgha Ltd Vistara Primary School
Warrah Specialist School	Warrah Society
Wenona School Ltd	Wenona School Ltd
Western Riverina Community College	Western Riverina Community College Incorporated
Westmead Christian Grammar School	Westmead Christian Grammar School Limited
William Carey Christian School	Liverpool/Campbelltown Christian School Ltd
William Clarke College	The William Branwhite Clarke College Council
Wollemi College	PARED Ltd
Wollondilly Anglican College	Anglican Schools Corporation
Woodbury Autism Education and Research Limited	Woodbury Autism Education and Research Limited
Zahra Grammar School	Zahra Education Incorporated

Signing Page

EXECUTED as an agreement.

SIGNED for and on behalf of the **Employers listed in Schedule 6 – Employer and Schools Covered by this Agreement** by an authorised officer in the presence of



Signature of witness

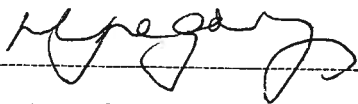
EVELYN LANTION

Name of witness (print)

HEAD: WORKPLACE MANAGEMENT
AINSW

7/3/2025

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

HELEN GREGORY

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 St Ultimo
2007

Address of authorised officer

Secretary, NSW/ACT Branch

Office held

IEUA.