



# DECISION

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

**Christian Schools Australia Limited Trading AS Christian Schools  
Australia  
(AG2025/4080)**

## **NSW CHRISTIAN SCHOOLS GENERAL STAFF MULTI-ENTERPRISE AGREEMENT**

Educational services

DEPUTY PRESIDENT WRIGHT

SYDNEY, 20 JANUARY 2026

*Application for approval of the NSW Christian Schools General Staff Multi-Enterprise  
Agreement 2024*

### **Introduction**

**[1]** An application has been made for approval of an enterprise agreement known as the *NSW Christian Schools General Staff Multi-Enterprise Agreement 2024* (the Agreement) pursuant to s.185 of the *Fair Work Act 2009* (the Act). The Agreement is a multi-enterprise agreement.

**[2]** Section 12 of the Act defines a ‘multi-enterprise agreement’ as an enterprise agreement made as referred to in s 172(3) of the Act. Section 172(3) relevantly describes a multi-enterprise agreement as one made with two or more employers that are not all related employers, with the employees who are employed at the time the agreement is made and who will be covered by the agreement.

**[3]** The Agreement is plainly an agreement made involving two or more employers that are not all related employers. No supported bargaining or single interest employer authorisation was made in respect of the Agreement. It is therefore a ‘cooperative workplace agreement’ within the meaning of s.12 of the Act.

**[4]** The application was made by Christian Schools Australia Limited trading as Christian Schools Australia. The Employers covered by the Agreement are listed in Schedule H of the Agreement.

**[5]** The Agreement will apply to employees who are covered by the *Educational Services (Schools) General Staff Award 2020*.

### **Section 186, 187, 188 and 190**

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

### **Section 183 Bargaining Representatives**

**[7]** The Independent Education Union of Australia (IEUA) being bargaining representatives for the Agreement, have given notice under s.183 of the Act that it wants the Agreement to cover it.

**[8]** In accordance with s.201(2), I note that the Agreement covers the IEUA.

### **Approval**

**[9]** The Agreement is approved and, in accordance with s.54 of the Act, will operate from 27 January 2026. The nominal expiry date of the Agreement is 31 March 2027.



### **DEPUTY PRESIDENT**

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NSW Christian Schools

**General Staff  
Multi-Enterprise Agreement**

**2024**

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## Part 1—Application and Operation

### 1. Title

This Agreement shall be known as the NSW Christian Schools General Staff Multi-Enterprise Agreement 2024.

### 2. Commencement and Operation

#### 2.1 Making

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

#### 2.2 Commencement and Application

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

#### 2.3 Nominal Expiry Date

The nominal expiry date of this Agreement is 31 March 2027.

#### 2.4 Operation

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

As soon as practicable after the Commencement Date, the Employer will pay each employee covered under this Agreement the difference (if any) between the rates of pay provided in this Agreement, and the amount actually received by the employee for the relevant period.

*Note: This Agreement provides rates of pay for employee from the first full pay period on or after 1 February 2024.*

## 3. Definitions and interpretation

(a) In this Agreement, unless the contrary intention appears:

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

**Award** means the *Educational Services (Schools) General Staff Award 2020*

**Casual Employee** is defined in section 15A of the Act. An employee is casual if there is no firm advance commitment to continuing, indefinite work.

**Employee** means an employee covered by this Agreement.

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

**General staff** means an employee of a school providing:

- (i) **School Support Services**— being an employee whose principal duties are to provide support to teachers and students in a primary or secondary learning environment or to individual students or groups of students; or to support the operation of curriculum-related services, such as those provided by a library, laboratory or a technology centre;
- (ii) **Instructional Services**— being an employee, other than a qualified teacher, whose principal duties are to develop the framework for and provide instruction to students (within a structured learning environment) under the general supervision of a member of the teaching staff;
- (iii) **Preschool/Childcare Services**— being an employee whose principal duties are to work with children in a preschool, early learning centre or kindergarten operated by a school for pre-primary aged children, a childcare centre or an outside school hours care program (other than a qualified preschool/early childhood teacher);
- (iv) **School Administration Services**— being an employee whose principal duties are in the functional areas of a school's business operations, including but not limited to clerical, administration, finance, marketing, fundraising, public relations, information technology, human resources administration and information management;
- (v) **School Operational Services**— being an employee whose principal duties are to support the other services of a school, including but not limited to:
  - A. construction, plumbing, carpentry, painting and other trades;
  - B. cleaning, maintenance, school facility management;
  - C. security, caretaking;
  - D. gardening, turf management, farming;
  - E. retailing—canteens, uniform shops, book shops;
  - F. cooking/catering, housekeeping, laundry; and
  - G. bus driving and vehicle maintenance.
- (vi) **Wellbeing Services** being an employee whose principal duties are to support the health and wellbeing of students, and employees, where appropriate, including the provision of related assessment services. This may include home/school liaison, student welfare, youth or social workers, chaplains, counsellors, and therapists.
- (vii) **Nursing Services** – being an employee who is registered as a nurse by the Nursing and Midwifery Board of Australia and is employed as such

**Graduate** means an employee who holds a degree at level seven (Bachelors) or higher in the Australian Qualifications Framework from a registered higher education provider, or an equivalent overseas qualification recognised by the relevant Australian professional body. Such a degree usually requiring three or more years of full-time study.

**Graduate role** means a position for which a degree qualification is required

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

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

**Non-term week** means weeks in the school year other than term weeks and includes periods designated as school holidays for students. It may also include weeks designated as training or professional development for staff

**Previous agreement** means the enterprise agreement or other industrial instrument applying to an employee at the School immediately prior to the commencement of this agreement

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

**Registered higher education provider** means a higher education provider on the National Register maintained under the *Tertiary Education Quality and Standards Agency Act 2011* (Cth).

**School** includes the employer entity and any preschool attached to or operated by a school

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

**School Psychologist** means a person employed as such, in a School. School psychologists provide specialised psychological assessment, counselling and intervention services to strengthen learning and wellbeing outcomes for students.

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

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

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

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

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

#### **4. Coverage**

(a) Subject to subclauses 4(b) and 4(c), this Agreement covers employers listed in Schedule H – Employers and Schools Covered by this Agreement, as well as to general staff employed at those schools, including at any preschool, or early learning centre attached to or operated by a school. Coverage applies to staff in the classifications contained in Schedule B - Classifications, in respect of all work performed by the employee in their role.

(b) The Agreement does not cover an employee excluded from award coverage by the Act.

(c) This Agreement does not apply to:

(i) a teacher engaged as such;

- (ii) persons instructing students of the School in the areas of music or other individual arts and engaged on an individual fee basis;
- (iii) foreign language or LOTE teachers engaged to instruct students on an individual basis e.g. conversation or other individual tuition;
- (iv) a principal, campus principal or campus head, or deputy principal, however named;
- (v) an operations, business or financial manager or bursar, however named, being the most senior administrative employee employed with delegated authority to act for the employer; or
- (vi) a Minister of Religion or Church pastor or a person engaged for the purpose of religious instruction, supervision of prayers or to undertake other religious duties of a non-teaching nature, except where employed as a school chaplain.

## 5. Faith Basis of the School

### 5.1 General and Statement of Faith

- (a) Without limiting the School's Constitution, Statement (or Confession) of Faith or Educational Creed and related documents, which may provide more specific information, the School is an institution established for religious and educational purposes, conducted in accordance with the doctrines, beliefs and/or tenets or teachings of the evangelical protestant stream of the Christian religion.
- (b) The doctrines, beliefs, tenets and/or teachings (collectively beliefs) ethos and values (collectively ethos), vision, mission, aims and objects (collectively aims) of the School are based on acceptance of both the lordship of Jesus Christ and the Bible (both the Old and New Testaments) as the revealed, inspired and inerrant Word of God. These beliefs, ethos and aims are expounded in the School's Statement of Faith (however described) and other documents available to staff members before and after their appointment, these being authoritative statements on the beliefs, ethos and aims of the School that they address.
- (c) It is an inherent, genuine occupational requirement that all staff, as members of the Christian learning community of the School, and role models, are required to be genuine adherents in belief and practice to the Christian faith, including possessing and maintaining a firm personal belief consistent with the beliefs, ethos and aims of the School, together with an active commitment to and involvement with a Christian church holding a doctrinal position consistent with beliefs and ethos of the School.
- (d) All staff play a significant part in the ministry of the Christian church and the Gospel; partnering with parents and the Church, and modelling Christian faith to students, as well as representing the School (whether officially or unofficially) to those both inside and outside the school community. It is an inherent, genuine occupational requirement that all staff support the School in upholding and meeting its beliefs, ethos, and aims and set an example of personal lifestyle and conduct as set out at subclause 5.2 below.
- (e) Should an employee cease to have a firm personal belief consistent with the Statement of Faith or cease to maintain an active commitment to and involvement with an appropriate Christian church, the employee shall inform the School.

(f) If this situation continues after counselling and an opportunity for restoration, the school may terminate the employee's employment, in accordance with the normal requirements relating to termination of employment.

## 5.2 Lifestyle and Conduct

(a) The parties acknowledge that:

- (i) The provisions in this subclause, amongst other things, are included in good faith to avoid injury to the religious susceptibilities of adherents of the evangelical protestant stream of the Christian faith and, in particular, those who adhere to the School's beliefs and ethos, as well as to avoid damage to the reputation of the School.
- (ii) All staff members of the School must:
  - A. Conduct themselves at all times in a manner consistent with the beliefs and in accordance with the ethos and aims of the School, and any school code or policy that may be developed from time to time, thus providing a specifically Christian role model and example to all students, families and others associated with the School.
  - B. Not act in a way that they know, or ought reasonably to know, is contrary to the beliefs, ethos and aims of the School. Nothing in a staff member's deliberate conduct shall be incompatible with the intrinsic character of their position.
  - C. Without limiting subclause 5.2(b)(i) and (ii) above, avoid, whether by word, action, or lifestyle, any influence upon students (and in particular must not espouse, encourage or model anything) contrary to the beliefs, ethos and aims of the School.
- (iii) Acting contrary to the lifestyle and conduct requirements set out in this sub clause is likely to cause injury to the religious susceptibilities of adherents of the evangelical protestant stream of the Christian faith and, in particular, members of the School community who adhere to the School's beliefs and ethos, as well as damage the School's reputation.
- (iv) If a staff member acts contrary to the lifestyle and conduct requirements set out in this subclause 5.2, the matter will be dealt with in accordance with the normal school procedures in relation to conduct and performance management.
- (v) If a dispute arises in connection with this clause it shall be dealt with in accordance with clause 10 – Dispute Resolution.

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

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

## 7. The National Employment Standards and this Agreement

This Agreement does not exclude the NES. The NES and this Agreement contain the minimum conditions of employment for employees covered by this Agreement. If there is an inconsistency between a provision of this Agreement and the NES, and the NES is more beneficial in a particular aspect, then the NES provision will apply to the extent of the inconsistency.

## **8. Agreement flexibility**

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

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

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

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

### **10. Dispute resolution**

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

## **Part 3—Types of Employment and Terms of Engagement**

### **11. Types of employment and terms of engagement**

#### **11.1 Types (Categories) of Employment**

- (a) Employees under this Agreement will be employed in one of the following categories:
  - (i) ongoing employment on an indefinite full-time basis
  - (ii) ongoing employment on an indefinite part-time basis
  - (iii) casual employment; or
  - (iv) temporary full-time or part-time employment, being employment for a specified maximum term or for a specified task.
- (b) For the avoidance of doubt, employment on an indefinite basis does not exclude the operation of any qualifying or minimum employment period under the Act.

#### **11.2 Terms of Engagement**

- (a) On appointment, the School 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 hours to be worked each week and the number of weeks to be worked throughout the year;

- (iii) details of the school service date;
- (iv) a statement in relation to superannuation entitlements; and
- (v) whether the rate of pay is payable during term time only or throughout the year

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

### **11.3 Full-time employment**

A full-time employee is an employee engaged to work 38 hours per week or an average of 38 hours per week pursuant to clause 25—Ordinary hours of work.

### **11.4 Part-time employment**

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

### **11.5 Casual employment**

- (a) **General Principles**
  - (i) With the exception of (b) below, a casual employee will be paid an hourly rate of 1/38th of the weekly rate for the employee's classification, plus 20%.
  - (ii) A casual employee in the Nursing Services stream classified at grade 1 or 2 and paid at level 5 or 6, or a casual employee in the Preschool/Childcare Services stream, will be paid an hourly rate of 1/38th of the weekly rate for the employee's classification, plus 25%.
  - (iii) The loading described in subclauses (i) and (ii) above includes compensation for any entitlements to annual leave, including annual leave loading, other paid leave (excluding Long Service Leave), and redundancy pay, to which a full-time or part-time employee is or may be entitled in accordance with the NES or any other legislative instrument, as well as any broken shift allowance.

*Note: Where a 20% casual loading is applied, the rates of pay in this Agreement plus a 20% loading significantly exceed the rates of pay for equivalent classifications in the Award, plus the 25% loading provided in the Award.*

- (iv) A casual employee will be engaged and paid for a minimum of two hours for each engagement. Except that a preschool/childcare services employee working in an out of school hours care program may satisfy the two-hour minimum by working one hour before school and one hour after school on the same day.
- (v) A casual employee must be paid at the termination of each engagement, or fortnightly or monthly in accordance with usual payment methods for full-time employees.
- (vi) The School must provide each casual employee with a copy of the Casual Employment Information Statement before, or as soon as practicable after, commencement. Thereafter the school must provide the statement again:
  - A. after the casual employee has been employed for 6 months (or after 12 months if the school is considered a small business under the Act)
  - B. after the casual employee has been employed for twelve (12) months; and
  - C. after every subsequent period of 12 months employment (excluding schools that are considered small businesses under the Act) .

(b) **Casual Conversion**

- (i) An employee who has been employed by the School on a casual basis for a period of at least 6 months, (or least 12 months for an employer with fewer than 15 employees), and who believes that they no longer meet the requirements of a casual employee (as defined in clause 3(a)) may notify their employer of their wish to convert to full-time or part-time employment (as appropriate to their regular pattern).
- (ii) The notice must be in writing and indicate whether the employee seeks to convert to full-time or part-time employment and the reasons for believing they no longer meet the definition of a casual employee.
- (iii) The School must provide a written response, either accepting or rejecting the notification, within 21 days of receiving it, and must consult with the employee prior to responding.
- (iv) If the school accepts the change, the written response must include information about:
  - A. what the new employment status will be (for example, full-time or part-time)
  - B. the employee's new hours of work
  - C. when the change will take effect.
- (v) If the School does not accept the change, the written response must include the reasons for the decision. The reasons for refusing may be any of the following:
  - A. the employee still meets the definition of a casual employee
  - B. there are fair and reasonable operational grounds for not accepting the notification, such as:
    - Substantial changes would be required to the way in which work in the School is organised,

- There would be significant impacts on the operation of the School,
- Substantial changes to the employee's terms and conditions would be reasonably necessary to ensure that the school does not contravene a term of a fair work instrument that would apply to the employee as a full time or part time employee.

C. accepting the change would mean the School wouldn't comply with a recruitment or selection process required by law.

## 11.6 Temporary Employment

(a) Subject to the requirements of Division 5 of the Act in relation to fixed term contracts, an employee may be employed on a temporary basis:

- (i) In a position that is not an ongoing position, including as a (temporary) replacement employee for an employee holding an ongoing position.
- (ii) where the role is project-based or externally funded for a limited time.
- (iii) In a new position that is being trialled, for up to one school year.
- (iv) Where the school's staffing levels will, or are likely to, be reduced in the following year overall or in a department or section.
- (v) Where an ongoing position has not been able to be filled using normal selection processes and criteria and the employee has been informed of this in writing prior to the appointment.
- (vi) To replace an employee whose employment ends during a school year, until the end of the school year.

(b) An employee may be employed full-time or part-time on a temporary basis for a period of at least four weeks, but generally no longer than 12 months.

(c) Subject to subclause 11.6(d) a temporary appointment may be extended once only, provided that the total term of employment does not exceed two years.

(d) Consecutive appointments beyond the first extension, or beyond 2 years total duration are only permissible in the following circumstances:

- (i) Where each appointment is for a different purpose or to a different position; or
- (ii) The appointment is a direct consequence of, and dependent upon, the receipt of further special funding for the particular role which is payable for more than 2 years and there are no reasonable prospects that the funding will be renewed after the end of that period or
- (iii) The project is for a specialised task or project requiring specific skills or expertise;
- (iv) The appointment is a temporary replacement for an employee who is absent on leave or secondment;

(e) An employee will not be employed on a temporary basis unless any advertisement for the particular position stated that the position was temporary and the employee was informed prior to or at the point that he or she was offered the position that it was temporary. Further, any

employee employed on a temporary basis must be provided with a Fixed Term Contract Information Statement upon appointment and every 12 months after that.

- (f) The employment of a temporary employee may be ended before the specified maximum term is up or the task complete, with the giving of notice in accordance with clause 13.1. In this circumstance the School is not obliged to pay the temporary employee to the expected end date of the employment contract.
- (g) 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.

### **11.7 Flexible Working Arrangements**

- (a) An employee who is an eligible employee under s65 of the Act may request a change in their working arrangements because of one of the following circumstances;
  - (i) Pregnancy
  - (ii) Parenting or caring responsibilities;
  - (iii) Disability;
  - (iv) Being aged 55 or older;
  - (v) Experiencing family or domestic violence;
  - (vi) Supporting a family or household member experiencing family or domestic violence.
- (b) Requests must be made in writing and set out the details of the change sought and the reasons for the change.
- (c) The School will discuss the request with the employee, give genuine consideration to the request, and to the consequences of declining the request, and genuinely try to reach agreement on a change to working arrangements that will reasonably accommodate the employee's circumstances and the needs of the School.
- (d) The School must respond to requests, in writing, within 21 days. The response must state whether the School grants the requests, and, if applicable, set out any agreed changes following discussion with the employee. If the School refuses the request, the response must;
  - (i) Provide the reasons for refusal including the particular business grounds the School has relied upon (in accordance with subclause (e), below),
  - (ii) State whether there are any alternative solutions the School could propose, and provide details of those; and
  - (iii) Reference the Disputes Procedures in subclause (m) below.
- (e) The School may refuse requests on reasonable business grounds which may include, but are not limited to;
  - (i) cost – the requested arrangements would be too costly for the employer
  - (ii) capacity – there's no capacity to change the working arrangements of other employees to accommodate the request
  - (iii) practicality – it would be impractical to change the working arrangements of other employees, or take on new employees, to accommodate the request

- (iv) inefficiency or impact – the requested arrangement would be likely to result in significant loss in efficiency or productivity, or have a significant negative impact on service delivery.
- (f) Disputes about requests for flexible working arrangements, can be dealt with under **clause 9** and **Schedule E - Dispute Resolution**.

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

### 12.1 Arrangements

- (a) An employee may be required to take leave without pay during all or part of the non-term weeks, provided that:
  - (i) The employee's contract of employment specifies the arrangement in writing.
  - (ii) All such periods do not break continuity of service and count as service for the purpose of calculating accrued leave entitlements, the period of service for progression and the period of service for redundancy purposes.
  - (iii) Where an employee's pay is not averaged in accordance with subclause 13.2 below, any public holidays falling within such period of leave without pay shall be paid at the ordinary rate if they fall on a day on which the employee ordinarily works. Where an employee's pay is averaged in accordance with subclause 12.2 below, payment for public holidays falling within such period of leave is included in the averaged rate of pay and no additional payment is required.
  - (iv) If an employee's contract of employment does not specify a requirement to work during non-term weeks and appropriate work is available for the employee during any such period, the employee may be offered such work (generally on a casual basis). The employee may refuse an offer of work without prejudice to their normal employment relationship. Appropriate work will mean such work as is available that is capable of being performed by the employee. Remuneration for such work will be at the casual rate of pay applicable to the work being performed (calculated on the unaveraged rate of pay). Such payment will be in addition to any other payment due to the employee for the period.
  - (v) If the employee's contract of employment specifies a requirement to work during one or more non-term weeks between identified term time, but does not specifically designate the particular week(s) and/or days required to be worked during such non term weeks, the employer and employee shall agree as early as practicable on the weeks and/or days to be worked. If agreement cannot be reached, the employee shall be given at least four term weeks' notice of the week(s) and days to be worked prior to the commencement of the particular non-term weeks. Any such requirement that the employee work shall not be unreasonable given the employee's personal circumstances and the notice given. The employee may be required to work during the ordinary hours and days which the person normally works, unless the employee agrees to work on different days or for different hours or with a lesser period of notice.
  - (vi) If the employee's contract of employment specifies a requirement to work during some non-term weeks, during a school year, but does not identify the particular non term period within which an employee is required to work (for example, the contract provides that the employee will work two non-term weeks in the school year) the employer and employee shall agree as early as practicable in a school calendar year on the weeks and/or days to be worked. If agreement cannot be reached, the employee shall be given at least eight term weeks' notice of the week(s) and days to be worked prior to the

commencement of the non-term week(s) within which the employee is required to work. Any such requirement that the employee work shall not be unreasonable given the employee's personal circumstances and the notice given. The employee may be required to work during the ordinary hours and days which the employee normally works, unless the employee agrees to work on different days or for different hours or with a lesser period of notice.

- (vii) An employer may elect to pay an employee only for the time worked (and therefore not during non-term weeks) or by equal salary instalments throughout the year as provided by sub clause 12.2.
- (viii) Where a person employed at the date of making this Agreement is not employed on a contract which allows for leave without pay during non-term weeks that employee will not be required to take such leave or have their contract of employment changed merely as a result of this Agreement coming into operation. For the avoidance of doubt, this clause does not prohibit the re-negotiation of existing arrangements to allow for such leave.

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

- (a) When the School elects to average the payment of salary or wages of an employee, the rates will be paid in equal instalments throughout the year including annual leave (this is not inclusive of the annual leave loading) in accordance with this sub clause 12.2.
- (b) Whilst this Agreement is in operation, the following formula shall be used to determine the appropriate full-time weekly rate for a position:

$$\text{Weekly Rate} = \frac{N + 10}{240} \times \frac{\text{Annual rate of salary}}{52.14}$$

Where:

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

- (c) Part time averaged rates shall be calculated by determining the appropriate full-time weekly rate then dividing by 38.
- (d) The rate of pay of an employee determined by this sub clause 12.2, shall be the appropriate rate for all purposes, including long service leave and other paid leave, except for the purpose of calculating casual rates or any allowance, overtime or penalty for an employee, in which case the casual rates, allowance, overtime or penalty will be calculated on the ordinary hourly rate applicable to the employee's classification.
- (e) Where an employee is paid in accordance with this subclause 12.2 and the employee ceases employment with the School and the total amount received by the employee during that year since the School Service Date including payment for accrued and untaken annual leave is less than such amount the employee would have earned if their salary had not been averaged including accrued and untaken annual leave, then the employee shall be paid the difference between the averaged amount paid and such higher amount not later than the next School Service Date or on termination of the employee's employment, whichever occurs first.

*Note: The averaging formula in this subclause 12.2 assumes that an employee is in employment at the commencement of a school year. Employees who commence employment after the first week of a school year should be paid an unaveraged rate of pay until the following year.*

## 13. Termination of Employment and Suspension

### 13.1 Notice of termination generally

- (a) Notice of termination is provided for in the NES. The employment of any full-time or part-time employee may be terminated by either party giving notice as set out in the NES or by the payment or deduction of the equivalent wages/or salary in lieu of notice or by giving part notice and part payment in lieu of notice, subject to subclause 13.2 below.
- (b) The employment of a casual employee working a block of more than 5 days may be terminated by one day's notice. This provision does not prevent a casual engagement ending at the expiration of the agreed (for example, because the finish date of the period of the engagement has been reached).

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

### 13.2 Notice of termination and forfeiture by an employee

- (a) The notice of termination required to be given by an employee is the same as that required of an employer except that there is no requirement on the employee to give additional notice based on the age of the employee concerned.
- (b) If an employee, who is at least 18 years old, fails to give the required notice, the amount of one week's wages becomes a debt due to the employer. With the agreement of the employee, in accordance with s324 of the Act, the employer may withhold from any monies due to the employee on termination under this Agreement or the NES an amount not exceeding the amount the employee would have been paid under this Agreement in respect of the period of notice required by this clause, less any period of notice actually given by the employee. Any outstanding balance becomes a debt due. If the employer has agreed to a shorter period of notice than that required by this subclause 13.2, then no deduction may be made.

### **13.3 Job search entitlement**

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

### **13.4 Exclusions**

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

### **13.5 Statement of Service**

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

### **13.6 Suspension**

- (a) Notwithstanding any of the other provisions in this Agreement, a school may suspend an employee, with or without pay, while considering any matter which in the view of the School could lead to the employee's summary dismissal.
- (b) Suspension without pay will not be implemented by the School without the employee's consent.
- (c) A school is not required to provide alternative employment that is not in child- related work to an employee who is a disqualified person under the Child Protection (Working with Children) Act 2012 (NSW) or who is the subject of an interim bar issued by the Office of the Children's Guardian or whose Working with Children Check Clearance has ceased to have effect in circumstances where there is no current (undetermined) application for a further clearance.

## **14. Redundancy**

Redundancy pay and related provisions are provided for in the NES and Schedule D.

### **14.1 Transfer to lower paid duties**

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

### **14.2 Employee leaving during notice period**

An employee given notice of termination in circumstances of redundancy may terminate their employment during the period of notice, subject to the operation of subclause 13.2 regarding the giving of notice by an employee. The employee is entitled to receive the benefits and payments they would have received under this clause had they remained in employment until the expiry of the notice but is not entitled to payment instead of notice for the period between the date of termination of the employment and the expiry of the period of notice given by the School.

### **14.3 Job search entitlement**

- (a) An employee given notice of termination in circumstances of redundancy must be allowed up to one day's time off without loss of pay during each week of the period of notice required under this Agreement, for the purpose of seeking other employment, to a maximum of five days.
- (b) If the employee has been allowed paid leave for more than one day during the notice period for the purpose of seeking other employment, the employee must, at the request of the employer, produce proof of attendance at an interview or they will not be entitled to payment for the time absent. For this purpose, a statutory declaration is sufficient.
- (c) This entitlement applies instead of subclause 13.3.

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

### **15. Classifications**

#### **15.1 Classifications and minimum pay**

- (a) All employees, apart from School Psychologists, must be classified according to the structure set out in Schedule B—Classifications. An employer must advise an employee in writing of their classification and of any changes to their classification.
- (b) In order to establish the correct classification a School may require an employee to provide evidence of the employee's qualifications and experience.

#### **15.2 Commencement Level and Progression**

##### **(a) Commencement and Incremental Progression**

- (i) Where there is more than one step for a classification level:
  - A. Other than as provided at paragraphs (ii) and (iii) of this subclause, an employee will be eligible for movement to the next step within the classification level on completion of a years' full-time service or equivalent, subject to subclauses 16.2(b). An employee in the preschool/childcare services stream, will be eligible for movement to the next step within the classification level on completion of each 12 month period of employment.
  - B. An employee in the nursing services stream, classified at grade 1 or 2 and paid at steps 1 or 2 of levels 5 or 6, will be eligible for movement to the next step within the classification level on completion of each 12 month period of employment.
- (ii) Movement to the next step within a classification level will occur unless it is shown through a review process implemented by the employer, before the due date for progression, that performance against the relevant classification descriptors has not been satisfactory.
- (iii) The commencement levels for employees other than School Psychologists will be as set out in the table following:

Classification	Commencement Level	Commencement Step
School operations services grade 1 School administration services grade 1 Preschool/childcare services grade 1 Instructional services grade 1 School support services grade 1	Level 1	Step 1
School support services grade 2 Preschool/childcare services grade 2 Wellbeing services grade 1 School administration services grade 2 Instructional services grade 2 School operational services grade 2	Level 2	Step 1
School support services grade 3 Preschool/childcare services grade 3 School administration services grade 3 Instructional services grade 3 School operational services grade 3	Level 3	Step 1
School support services grade 4 Preschool/childcare services grade 3A Wellbeing services grade 2A School administration services grade 4 School operational services grade 4 Instructional services grade 4	Level 4	Step 1
Graduate role – 3 year degree	Level 5	Step G1
Graduate role – 4+ year degree including wellbeing services grade 2B	Level 5	Step G3
School support services grade 5 Preschool/childcare services grade 4 Nursing services grade 1 School administration services grade 5 School operational services grade 5 Instructional services grade 5	Level 5	Step 1
Preschool/childcare services grade 5 Wellbeing services grade 3 Nursing services grade 2 School administration services grade 6 School operational services grade 6 Instructional services grade 6	Level 6	Step 1
Wellbeing services grade 4	Level 7	Step 1

Classification	Commencement Level	Commencement Step
Nursing services grade 3		
School administration services grade 7		
Preschool/childcare services grade 6 (1–39 places)	Level 7	Step 2
Preschool/childcare services grade 6 (40–59 places)	Level 7	Step 3
Preschool/childcare services grade 6 (60 or more places)		
Wellbeing services grade 5		
Nursing services grade 4	Level 8	
School administration services grade 8		Step 1

(b) **Progression for Graduates other than Nurses and School Psychologists**

Progression for employees in graduate roles, other than nurses and school psychologists, on completion of a full-time equivalent year of service will be as follows:

Year of FTE Service	Graduate 3 yr degree	Graduate 4 yr degree
First year of service	Level 5 Step G1	Level 5 step G3
Second year of service	Level 5 step G2	Level 5 step G4
Third year of service	Level 5 step G3	Level 5 step 1
Fourth year of service	Level 5 step G4	Level 5 step 3
Fifth year of service	Level 5 step 1	Level 6 step 1
Sixth year of service	Level 5 step 3	Level 6 step 2
Seventh year of service	Level 6 step 1	Level 6 step 3
Eighth year of service	Level 6 step 2	
Ninth year of service	Level 6 step 3	

Provided that:

- (i) from the commencement of this Agreement progression to Level 6 will apply according to the above table despite whether the role otherwise meets the classification dimensions, definitions and criteria applying to classifications at Level 6 with staff holding a 3 year degree in their seventh or subsequent year of service moving to Level 6 step 1 and progressing on completion of a full time equivalent year of service thereafter and staff holding a 4 year degree in their fifth or subsequent year of service moving to Level 6 step 1 and progressing on completion of a full time equivalent year of service thereafter; and
- (ii) a graduate employed in a position that meets the classification dimensions, definitions and criteria applying to classifications at Level 6, 7 or 8 shall not be precluded from

classification at such level merely because he or she has not progressed through the full step progression sequence above.

- (iii) In this subclause 15.2(d), a year of service for the purpose of classification and progression means and includes a year of full-time equivalent service in the occupation or profession that relates to the qualification(s) gained by the employee, relevant to the position held by them, not limited to service with the School or another school.

**(c) Commencing Step for Nurses**

In calculating the commencing step for a nurse on the table in 15.2(a)(iii), a year of full-time equivalent service in the occupation or profession of a nurse will be counted and service will not be limited to service with the School or another school.

**(d) Commencing Step and Classification for School Psychologists**

Level	Years of experience	Registration
1		Provisional
2	<2	General
3	2 to <3	General
4	3 to <4	General
5	Min 4 years experience	General
Advanced Certification		General and Advanced Certification against the Professional Practice Framework

**(i) School Psychologist Level 1**

Commencement level for a School Psychologist with Provisional Registration with the Psychology Board.

**(ii) School Psychologist Level 2**

A School Psychologist with General Registration with the Psychology Board will commence on SP2.

**(iii) School Psychologist Level 3**

A School Psychologist with General Registration with the Psychology Board and at least two years', but less than three years', relevant experience in a psychologist role with General Registration.

**(iv) School Psychologist Level 4**

A School Psychologist with General Registration with the Psychology Board and at least three years', but less than four years', relevant experience in a psychologist role with General Registration.

**(v) School Psychologist Level 5**

A School Psychologist with General Registration with the Psychology Board and at least four years' relevant experience in a psychologist role with General Registration

**(vi) School Psychologist Advanced Certification**

A School Psychologist with General Registration with the Psychology Board and Advanced Certification against the Professional Practice Framework will commence on the School Psychologist Advanced Certification salary.

**(vii) Progression for School Psychologists**

A School Psychologist on Level 1 will progress to Level 2 upon attainment of the General Registration with the Psychology Board and upon after the completion of a minimum of 12 months service.

A School Psychologist on Levels 2, 3 and 4 will progress to the next level after completion of 12 months full time equivalent service on the previous level and subject to continuing to meet the requirements of General Registration with the Psychology Board.

A School Psychologist will progress to Level 5 upon attaining the Advanced Certification with the Psychology Board.

**(e) Savings Clause**

The step and level of any employee who, as a result of the operation of the previous Agreement, is classified at a higher grade than that required by this clause 15.2, or **Schedule B - Classifications** of this Agreement, as a result of the operation of the previous Agreement, and whose employment commenced before the commencement date of this Agreement, will not reduce as a result of this Agreement.

**15.3 Duties**

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

**15.4 Reclassification of employees other than School Psychologists**

- (a) An employee may apply in writing to progress to another level or seek reclassification if regularly called upon to perform a substantial proportion of duties appropriate to the higher level. The School will examine the skills utilised and the duties performed by the employee.
- (b) Where an application is made to progress to a higher level, the School shall determine the application within 6 term weeks of receipt of the application and advise the employee in writing.
- (c) Progression to a higher level, if approved, shall take place from the first full pay period on or after date on which the application was received by the School.
- (d) The employee shall be placed on the first step of the new level following reclassification.

**16. Minimum wages/salary**

**16.1 Annual rates of pay**

- (a) An employer will pay an adult employee not less than the rate of pay specified for the

employee's classification in **Tables 1A, 1B and 1C of Schedule A – Monetary Rates**. The Core Scale of **Table 1A** applies to all classifications not otherwise referred to.

- (b) To determine a weekly rate of pay the amount shown as the annual salary shall be divided by 52.14 and rounded to two decimal places.
- (c) Where there is a difference between the actual rate of pay paid to an employee prior to the commencement of this Agreement and the amount set out in **Tables 1A, 1B and 1C – Salaries of Schedule A - Monetary Rates**, in accordance with paragraph (a) of this subclause 16.1, the difference shall be paid by the School to the employee as soon as practicable after the commencement of the Agreement.

### 16.2 Junior employees

- (a) Subject to subclauses 16.3(b) and (c) below, a junior employee appointed at classification level 1 or 2 is to be paid at least the following percentage of the appropriate adult rate for the position performed.

Age	% of adult rate
Under 17 years of age	50
17 years of age	60
18 years of age	70
19 years of age	80
20 years of age	90

- (b) A junior employee in the instructional services stream classified and paid at Level 2 shall not be paid less than 85% of the adult rate. If the junior employee is required to work a broken shift the employee shall not be paid less than 90% of the adult rate.
- (c) This subclause 16.2 does not apply to an employee in the instructional services stream employed as an instrumental music tutor.

### 16.3 Apprentices

- (a) Apprentices may be employed in accordance with the provisions of Schedule F—Apprentices.
- (b) An apprentice, other than an adult apprentice (being an apprentice aged 21 or over), will be paid a percentage of the standard adult rate as follows:

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

- (c) The rate of pay for an adult apprentice will be the rate prescribed for the lowest classification in subclause 16.1, or the rate prescribed in subclause 16.3(b) for the relevant year of the

apprenticeship, whichever is the greater. For the purposes of this clause, "standard adult rate" means the annual salary applicable to Level 3 Step 1 in Clause 16 - Minimum Wages/Salary

(d) A person employed by a school under this Agreement immediately prior to entering into a training agreement as an adult apprentice with the School must not suffer a reduction in their minimum wage by virtue of entering into the training arrangement, provided that the person has been employed for at least six months as a full-time employee or twelve months as a part-time or regular and systematic casual employee immediately prior to entering the apprenticeship. For the purpose only of fixing a minimum wage, the adult apprentice must continue to receive the minimum wage that applies to the classification specified in clause 16.1, in which the adult apprentice was engaged immediately prior to entering into the training agreement. This subclause does not apply if the position held by the person prior to the commencement of the adult apprenticeship, becomes redundant.

## 17. Allowances and Related Matters

### 17.1 Caretakers' accommodation

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

(b) The on call and recall allowances in subclause 17.4 do not apply to a caretaker provided with accommodation.

### 17.2 First aid allowance

#### (a) Application

(i) An employee who is designated by the employer to perform first aid duty, including the dispensing of medication to students in accordance with medication plans, and who holds a current recognised first aid qualification, will be paid an allowance as shown in **Table 2 - Allowances of Schedule A – Monetary Rates**.

(ii) Employees may be rostered for First Aid duty on a part or full day basis. The maximum duration of a part day duty is 3.5 hours from start to finish.

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

#### (b) Excluded employees

This allowance does not apply to:

(i) a nurse;

(ii) an employee employed exclusively as a first aid officer; or

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

### 17.3 Meal allowance

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

### 17.4 On call and recall allowance

#### (a) On call allowance

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

#### (b) Recall allowance

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

#### (c) Exceptions

The on call and recall allowances in subclause 17.4 do not apply to:

- (i) an employee paid a sleepover allowance in accordance with clause 17.5 and 17.6;
- (ii) a caretaker or other employee provided with reasonable accommodation, including living quarters, fuel and light and available to the employee for their exclusive use at no cost to the employee; or
- (iii) an employee classified and paid at level 6 or above, other than as provided at paragraph (iv) of this subclause 17.4 (c) below. The salaries paid at levels 6 and above to such employees include compensation for these allowances.
- (iv) The exception in paragraph (iii) of this subclause 17.4(c) does not operate in respect of employees in the nursing services stream classified and paid at level 6 and employees classified under and paid in accordance with the rates applying to the preschool/childcare services stream.

### 17.5 Sleepover allowance – Nurses

- (a) Subject to clause 17.5(b), where the employer requires a nursing 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 a sleepover allowance as shown in Table 2 – Allowances of Schedule A – Monetary Rates, per sleepover (sleeping on site at night to be available to provide nursing care as required 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 subclause 17.5(a)(ii) will not be taken into account for the purposes of clause 11—Types of employment, and clause 25—Ordinary hours of 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 17.5(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 at no cost to the employee.

### **17.6 Camp Allowance – School Support Service Staff**

- (a) Where the school requires a school support service employee to attend overnight camp excursions the employee will be entitled to an overnight camp allowance.
- (b) Where the employee is required to provide school support services outside of the relevant ordinary hours the applicable overtime and penalty rates will apply as per clause 25.5, 28.3, 29 and clause 29.2.

### **17.7 Tool allowance**

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

### **17.8 Uniform/protective clothing allowance**

- (a) Where an employer requires a school operations services or other employee to wear a uniform or protective clothing, which includes clothing and/or footwear, during the performance of the employee's duties, the employer will:
  - (i) provide the uniform or protective clothing; or
  - (ii) provide a uniform or protective clothing allowance as shown in **Table 2 – Allowances of Schedule A – Monetary Rates** if the employee purchases the items and subclause 17.8(a)(iii) below does not apply; or
  - (iii) reimburse the employee for the purchase price of the uniform or protective clothing.
- (b) Where subclause 17.8(a) applies the employer will provide a laundry allowance as shown in **Table 2 – Allowances of Schedule A – Monetary Rates**, if the employer does not launder the items.
- (c) Where an employee is required to work in the rain they will be supplied with adequate rainproof clothing.
- (d) Where an employee is required to use hazardous chemicals on a regular basis the employee may request to have, as a minimum, an annual medical examination. The cost of such examination shall be met by the School.

### 17.9 Vehicle allowance

- (a) An employee required by the employer to use the employee's motor vehicle in the performance of their duties and such use is approved in advance must be paid the following allowances:
  - (i) Motor car - The amount in **Table 2 – Allowances of Schedule A – Monetary Rates** per kilometre, with a maximum payment for 400 kilometres work related travel per week.
  - (ii) Motorcycle - The amount in **Table 2 – Allowances of Schedule A – Monetary Rates** per kilometre, with a maximum payment for 400 kilometres work related travel per week.
- (b) Where an employer provides a motor vehicle which is used by an employee in the performance of the employee's duties the employer must pay all expenses including registration, running and maintenance.

### 17.10 Broken Shift allowance

- (a) When an employee is required to work a broken shift by the employer, the employee shall be paid for each broken shift so worked a Broken Shift Allowance as set out in **Table 2 - Allowances, of Schedule A - Monetary Rates**. Provided that an employee classified under and paid in accordance with the rates applying to the preschool/childcare services stream, or a nurse classified at grade 1 or 2 and paid in accordance with the rates applying to levels 5 or 6 of the nursing services stream, as the case may be, required to work a broken shift by their employer, shall be paid a penalty (or loading), in lieu of an allowance, as provided by subclause 28.3(b).
- (b) Where an employee, not required by their employer to work a broken shift, requests in writing a change in their rostered hours such that the requested hours constitute a broken shift no allowance shall apply.
- (c) For the avoidance of doubt, a casual employee is not entitled to the broken shift allowance.

*Note: The Broken Shift allowance incorporates the excess fares allowance payable under earlier agreements and awards.*

## 18. Higher duties

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

## 19. Mixed Functions

- (a) Subject to the employee's written agreement, an employee may be employed to perform work in two positions with different classifications.
- (b) The employee must be informed in writing of the total hours they are engaged to perform work in each separate position.

(c) The employee will be paid the hourly rate applicable to the relevant position under clause 166 of the agreement for the work they perform. Where the two positions are in the same stream, if the work in the higher classified position exceeds 75% of the total hours for which the employee is engaged, pursuant to subclause 19(b), the employer will pay the hourly rate applicable to the higher classification for all of the work performed.

## 20. Payment of wages/salaries

(a) All monies payable will be paid:

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

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

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

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

## 21. Overpayments

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

## 22. Remuneration Packaging

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

(b) For the purposes of this clause:

- (i) '**Benefits**' means the benefits nominated by the employee from the benefits provided by the School and listed in subclause (e).
- (ii) '**Benefit Value**' means the amount specified by the School as the cost to the School of the Benefit provided including Fringe Benefit Tax, if any.
- (iii) '**Fringe Benefit Tax**' means tax imposed by the *Fringe Benefits Tax Act 1986* (Cth).

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

(d) The School may offer to provide and the employee may agree in writing to accept:

- (i) the Benefits nominated by the employee; and
- (ii) a salary equal to the difference between the Benefit Value and the salary which would have applied to the employee or under subclause (c), in the absence of an agreement under this clause.

(e) The available Benefits are those made available by the School from the following list:

- (i) superannuation;
- (ii) other benefits offered by the School.

(f) The School must advise the employee in writing of the Benefit Value before the agreement is entered into.

(g) During the currency of an agreement under subclause (d):

- (i) any employee who takes paid leave on full pay shall receive the Benefits and salary referred to in subclause (d);
- (ii) if an employee takes leave without pay the Employee will not be entitled to any Benefits during the period of leave;
- (iii) if an employee takes leave on less than full pay he or she shall receive:
  - A. the Benefits; and
  - B. an amount of salary calculated by applying the formula:
$$A = S \times P\% - [(100\% - P\%) \times B]$$
where:
    - S = the salary determined by subclause 22.4(b)
    - P = the percentage of salary payable during the leave
    - B = Benefit Value
    - A = Amount of salary.

(h) 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 subclause (c), in the absence of an agreement under subclause (d).

## 23. Superannuation

### 23.1 Superannuation legislation

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

*Note: Under superannuation legislation:*

- (i) *Individual employees generally have the opportunity to choose their own superannuation fund.*
- (ii) *If a new employee does not choose a superannuation fund, the employer must ask the Australian Taxation Office (ATO) whether the employee is an existing member of a stapled superannuation fund and, if stapled fund details are provided by the ATO, make contributions to the stapled fund.*
- (iii) *If an employee does not choose a superannuation fund and does not have a stapled fund, the choice of superannuation fund requirements will be satisfied by contributions made to a superannuation fund determined by the School, provided the fund is able to accept contributions for the benefit of the employee.*
- (iv) *A fund may not be able to accept contributions for the benefit of an employee if the employee would be a new member of the fund's MySuper product and the MySuper product is closed to new members because it has failed the performance tests of Australian Prudential Regulation Authority (APRA) for two consecutive years.*

### 23.2 Employer contributions

- (a) An employer must make such superannuation contributions to a superannuation fund for the benefit of an employee, including a casual employee, as will avoid the employer being required to pay the superannuation guarantee charge under superannuation legislation with respect to that employee.
- (b) An employer will make periodic contributions complying with superannuation legislation.
- (c) Under superannuation legislation a school must make contributions on an employee's ordinary time earnings. For the purposes of this Agreement, ordinary time earnings include:
  - (i) the employee's minimum annual rate of pay,
  - (ii) the amount of any allowance payable on an ongoing weekly basis, and
  - (iii) annual leave loading.

### 23.3 Voluntary employee contributions

- (a) Subject to the governing rules of the relevant superannuation fund, an employee may, in

writing, authorise their employer to pay on behalf of the employee a specified amount from the post-taxation wages of the employee into the same superannuation fund as the employer makes the superannuation contributions provided for in subclause 23.2.

- (b) An employee may adjust the amount the employee has authorised their employer to pay from the wages of the employee from the first of the month following the giving of three months' written notice to their employer.
- (c) The employer must pay the amount authorised under subclauses 1.1(a)(a) or (b) no later than 28 days after the end of the month in which the deduction authorised under subclauses 1.1(a)(a) or (b) was made.

#### **23.4 Superannuation fund**

- (a) In accordance with clause 23.1, the School will make the contributions outlined in clause 23.2 and any voluntary contributions under clause 23.3 to:
  - (i) the employee's nominated fund (provided it is an eligible choice fund offering a MySuper product),
  - (ii) the employee's stapled fund as identified by the ATO, or
  - (iii) the School's default fund, if neither of the above applies.
- (b) An employee must notify the employer in writing of their nominated superannuation fund and take any steps necessary to facilitate contributions being made.

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

- (a) The provisions in relation to the supported wage system in **Schedule C – Supported Wage System** of the Award apply, provided that the supported wage rates will be calculated using the rates of pay contained in this Agreement instead of the minimum wage rates provided under the Award.
- (b) The provisions in relation to the national training wage system in clause 20.2 of the Award apply, provided that the minimum wage rates in Schedule D of the Award shall be increased by 10%.

## **Part 5—Hours of Work and Related Matters**

### **25. Ordinary hours of work**

- (a) Subject to this clause, a full-time employee's ordinary hours of work will be 38 per week. The ordinary hours of work for a part-time or casual employee will be in accordance with clause 11—Types of employment and Terms of Engagement.
- (b) The ordinary hours of work in subclause 25(a) may be averaged over a period of a fortnight or 4 weeks (including both term and non-term time where worked).
- (c) The ordinary hours of work will be worked on no more than five days in any seven days and may be worked as follows:
  - (i) On any day from Monday to Friday between 7.00 am and 6.00 pm for the following groups of employees:

- A. School support services;
- B. Wellbeing services;
- C. School administration services; or
- D. School operational services—retail employees only.

- (ii) On any day from Monday to Friday between 6.00 am and 6.00 pm for employees other than those employees referred to elsewhere in this subclause 25(c).
- (iii) On any day from Monday to Friday between 6.30 am and 6.30 pm for the following employees:
  - A. Preschool/childcare/out of school hours care services: or
  - B. Nursing services.
- (iv) On any day from Monday to Saturday between 6.00 am and 6.00 pm for the following employees:
  - A. School support services —outdoor education only; or
  - B. Instructional services.
- (v) On any day from Monday to Friday between 6.00 am and 6.00 pm and on Saturday between 6.00 am and 12.00 noon for gardening, turf maintenance and farming employees.
- (vi) On any day Monday to Sunday between 6.00 am and 6.00 pm for school operational services – security/caretaking, and cooking, catering, housekeeping and laundry services only.
- (vii) On any day from Monday to Friday between 6.00 am and 7.00 pm and on Saturday between 6.00 am and 12.00 noon for school operational services – cleaning employees. Provided that:
  - A. a cleaner required to work until 7.00 pm on any weekday will be engaged for a minimum of 4 hours on that day and
  - B. a cleaner in their third year of employment, but still within their first year of full-time equivalent service, and classified at step 1 of Level 1, shall not be required to work more than 4 hours between 6.00 am and noon on a Saturday without the payment of overtime (at 200% of the ordinary hourly rate of pay).

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

- (d) Ordinary hours in a day will be worked in one or two shifts, provided that where ordinary hours are worked in two shifts the allowances in subclause 17.10 will be payable to the employee subject to subclause (b) and (c).

- (e) An employer may require a part-time employee to work reasonable additional hours in accordance with the provisions of this clause, subclauses 30(d) and (e) and the NES. An employee may refuse to work unreasonable additional hours in accordance with subclauses 30(d) and (e) and the NES.
  - (i) the employee will be paid for all such additional hours at the casual hourly rate of pay, calculated in accordance with clause 12.2(d) at the unaveraged rate of pay provided that the additional hours fall within the applicable daily spread of hours in subclause (c), do not result in the employee working (exclusive of a meal break) more than nine and a half (9.5) hours on that day, or eight (8) hours (exclusive of a meal break) for an employee classified under and paid in accordance with the rates applying to the preschool/childcare services stream, levels 5 or 6 of the nursing services stream, or levels 1 or 2 of the instructional services stream, and do not result in the employee working more than the allowed maximum weekly ordinary hours during the averaging period; and
  - (ii) In all other cases, the employee will be entitled to payment at the appropriate overtime rate of pay for any additional hours worked.
  - (iii) Where additional hours are worked on a day the employee is already attending for work, the minimum casual engagement of two hours will not apply.
  - (iv) Additional hours worked by a part-time employee in accordance with this clause do not accrue leave entitlements under this Agreement or the NES.

## 25.2 Breaks between periods of duty

- (a) An employee will be entitled to a minimum break of ten (10) consecutive hours between the end of one period of duty and the beginning of the next. This applies in relation to both ordinary hours and where overtime is worked.
- (b) Where an employer requires an employee to continue or resume work without having a 10-hour break off duty, the employee is entitled to be absent from duty without loss of pay until a 10-hour break has been taken, or be paid at 200% of the ordinary rate of pay until released from duty.
- (c) The entitlements in subclauses 25.2(a) and (b) do not apply to:
  - (i) an employee who is provided with accommodation on the employer's premises or in the vicinity of the employer's premises at no cost to the employee;
  - (ii) an employee who is attending a school camp or excursion; or
  - (iii) an employee working a broken shift.
- (d) An employee's ordinary hours of work shall not be changed, without payment of overtime, for work done outside the employee's ordinary hours of work, unless seven days' notice of any change of hours is given by the School to the employee. Such seven days' notice shall not be required if any change of hours is by mutual agreement between the School and the employee.

## 26. Rostered days off

- (a) An employer and an employee in the school operational services stream may agree that the ordinary hours of work provided by clause 25—Ordinary hours of work will be worked over 19 days in each four-week period, in which case the following provisions will apply.

- (i) The employee will work 152 hours over 19 days in each four-week period with one rostered day off on full pay in each such period.
- (ii) An employee will accrue 24 minutes for each eight-hour day worked to give the employee an entitlement to take rostered days off.
- (iii) Each day of paid leave taken by an employee (but not including long service leave, any period of stand-down, any public holiday or any period of absence for which workers compensation payments apply occurring during any cycle of four weeks) will be regarded as a day worked for the purpose of accruing an entitlement under subclause 1(ii).
- (iv) Rostered days off will not be regarded as part of the employee's annual leave for any purpose.
- (v) An employee will not be entitled to more than 12 rostered days off in any 12 months of consecutive employment.
- (vi) An employee who is scheduled to take a rostered day off before having worked a complete four-week cycle will be paid a pro rata amount for the time that the employee has accrued in accordance with subclause 1(ii).
- (vii) An employee whose employment is terminated in the course of a four-week cycle will be paid a pro rata amount for the time that the employee has accrued in accordance with subclause 1(ii).
- (viii) Rostered days off will be determined by mutual agreement between the employer and the employee, having regards to the needs of the place of employment.
- (ix) An employee will be advised by the employer at least four weeks in advance of the day on which the employee is to be rostered off duty.

## 27. Breaks

### 27.1 Meal break

An employee working more than 5 hours on a particular day will be entitled to an unpaid meal break of not less than 30 minutes to start no later than five hours after commencing work. The meal break shall be taken at a time mutually agreed upon between the School and the employee and generally shall not be taken at the end of a shift. Where subclause **17.3 - Meal Allowance** applies an employee is entitled to a further unpaid meal break.

### 27.2 Rest break

- (a) An employee is entitled to a rest break of 10 minutes, which will be counted as time worked, for each period of 3 hours worked, with a maximum of 2 rest breaks per shift.
- (b) Where the employee has an entitlement to 2 rest breaks, in place of the two 10 minute rest breaks:
  - (i) the employer and the employee may agree to one rest break of 20 minutes; or
  - (ii) the employer may require one rest break of 20 minutes, where the employee is engaged in classroom support services.

- (iii) An employee in classroom support services working at least 3 hours is entitled to one rest break of 20 minutes counted as time worked.
- (c) The rest break shall not be taken at the beginning or end of a shift, nor immediately before or after a meal break (unless the employee and the School agree) and shall be taken at a time suitable to the School.
- (d) This clause does not apply to an employee working less than 3 hours.

## 28. Shiftwork

### 28.1 Ordinary hours for shiftwork

- (a) The ordinary hours for shiftwork will:
  - (i) be worked continuously each shift (except for broken shifts and meal breaks);
  - (ii) not exceed 10 hours, inclusive of a meal break in any single shift; and
  - (iii) be rostered in accordance with subclause 28.4.

### 28.2 Definitions

- (a) The following shift definitions apply:
  - (i) **day shift** is a shift which commences and ceases wholly within the spread of ordinary hours identified in subclause 2513a)(c);
  - (ii) **afternoon shift** is a shift which is not a day shift and which finishes after the ordinary hours identified in subclause 25(c) and at or before midnight;
  - (iii) **night shift** is a shift which is not a day shift and which finishes after midnight and at or before 6.00 am.

### 28.3 Broken shifts

- (a) An employee may be rostered to work ordinary hours in a broken shift, that is a rostered shift in two periods of duty, exclusive of breaks, per day, with a minimum payment (other than for a casual) of two hours for each period of duty.
- (b) Subject to subclause 17.10(b), an employee, other than a casual, required to work a broken shift will be paid at the ordinary time rate plus an allowance as specified in subclause 17.10. Provided that an employee (other than a casual) classified under and paid in accordance with the rates applying to the preschool/childcare services stream, or levels 5 or 6 of the nursing services stream, required to work a broken shift, will be paid at the ordinary time rate plus a penalty (loading) of 15% of the ordinary time rate.
- (c) The maximum spread between the start of the first period of duty and cease of the second period of duty for a broken shift is 12 hours. Any hours in excess of this 12-hour spread will be paid for as overtime.

### 28.4 Rostering

- (a) For employees working to a roster, a roster showing normal starting and finishing times and the name of each employee will be prepared by the employer and will be displayed in a place

conveniently accessible to the employees at least seven days before the commencement of the roster period.

- (b) An employee may be rostered to work on a Saturday, Sunday or public holiday and will be paid the appropriate penalty in accordance with clause 29—Penalty rates.
- (c) A roster may be altered by mutual consent at any time or by amendment of the roster by the employer on seven days' notice. Changes to regular rosters are subject to consultation in accordance with Schedule D - Consultation and Redundancy
- (d) Notwithstanding subclause 1.1(a)(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.

## **29. Penalty rates**

### **29.1 Shiftwork**

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

### **29.2 Saturday and Sunday work**

- (a) An employee other than an employee covered by subclause 1.1(a)(b) required to work ordinary time on a Saturday or Sunday will be paid the ordinary time rate of pay plus a penalty of:
  - (i) for ordinary hours worked on a Saturday, 50% of the ordinary time rate; and
  - (ii) for ordinary hours worked on a Sunday, 100% of the ordinary time rate.
- (b) Except that a school operational services employee in the cooking/catering group, rostered to work ordinary hours on a Saturday will be paid the ordinary time rate of pay plus a penalty of 25% of the ordinary time rate and if rostered to work on a Sunday will be paid the ordinary time rate of pay plus a penalty of 75% of the ordinary time rate.
- (c) The penalty rates within this clause and in clause 30—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.

## **30. Overtime and Additional Hours of Work**

### **30.1 Overtime and overtime rates**

(a) Subject to subclauses 30.1(c), 25(e) and 30.2, all employees classified under and paid in accordance with the rates applying to the preschool/childcare services stream, nurses classified and paid at levels 5 or 6 and employees in other streams classified and paid at levels 1-5 will be paid overtime for all authorised work (time required by the employer to be worked) performed outside of or in excess of the ordinary or rostered hours as follows:

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

Except that an employee (nurse) classified at grade 1 and paid at level 5, or grade 2 and paid at level 6, of the nursing services stream, rostered to work overtime on a Saturday or Sunday will be paid the ordinary time rate plus a penalty of 50% of the ordinary time rate for all time worked.

(b) Overtime will be calculated daily.

(c) The following provisions apply to employees classified and paid at levels 6, 7 and 8 of the core scale, level 6 of the school operational services stream scale and levels 7 and 8 of the nursing stream scale:

- (i) Employees classified and paid at levels 6, 7 and 8 of the core scale, level 6 of the school operational services stream scale and levels 7 and 8 of the nursing stream scale are engaged in senior professional roles with the general expectation that they will perform such work as is necessary for the job, including working reasonable additional hours and, on occasion, as necessary, hours outside of the usual span of hours for their employment stream.
- (ii) Matters to be taken into account in determining whether a requirement to work additional hours is reasonable or unreasonable, and an employee's right to refuse to work such hours, are set out at sub clause 30(e) below.
- (iii) The salaries payable to employees in these streams and at these levels are inclusive of compensation for any on call or recall allowance, and overtime payments for reasonable additional hours worked to which the employee would otherwise be entitled under the provisions of this Agreement, subject to paragraphs (iv) – (viii) of this subclause 30.1(c) below.
- (iv) An employee classified and paid at levels 6 and 7 of the core scale or level 6 of the school operational services stream scale, who is required by their employer to work additional hours, shall be entitled to the payment of overtime (or time in lieu in accordance with an agreement made pursuant to sub clause 30.2 below) at the overtime rates in subclause 30.1(a) for all additional hours required to be worked that

exceed 15% of the employee's ordinary weekly hours of work, averaged over a period of 4 weeks.

- (v) An employee classified and paid at level 8 of the core scale, who is required by their employer to work additional hours, shall be entitled to the payment of overtime (or time in lieu in accordance with an agreement made pursuant to sub clause 30.2 below) at the overtime rates in subclause 30.1(a) for all additional hours required to be worked that exceed 18% of the employee's ordinary weekly hours of work, averaged over a period of 4 weeks.
- (vi) An employee classified and paid at level 7 of the nursing stream scale, who is required by their employer to work additional hours, shall be entitled to the payment of overtime (or time in lieu in accordance with an agreement made pursuant to sub clause 30.2 below) at the overtime rates in sub clause 30.1(a) for all additional hours required to be worked that exceed 12% of the employee's ordinary weekly hours of work, averaged over a period of 4 weeks. Provided that all time worked on a public holiday shall be paid at the overtime rate of 250% of the ordinary time rate of pay.
- (vii) An employee classified and paid at level 8 of the nursing stream scale, who is required by their employer to work additional hours, shall be entitled to the payment of overtime (or time in lieu in accordance with an agreement made pursuant to sub clause 30.2 below) at the overtime rates in sub clause 30.1(a) for all additional hours required to be worked that exceed 15% of the employee's ordinary weekly hours of work, averaged over a period of 4 weeks.
- (viii) An employee shall not be required to work additional hours that exceed the percentages in paragraphs (iv), (v), (vi) and (vii) of this subclause 30.1(c) averaged over a 4 week period without the payment of overtime, or an agreement to take time in lieu of overtime pursuant to subclause 30.2 below. The provisions of this clause 30 shall apply to all such further additional hours required by the employer to be worked. For the avoidance of doubt, except on a Sunday or public holiday, an employee other than a nurse shall be paid for the first 3 such further additional hours worked on any day 150% of the ordinary hourly rate of pay and 200% of the ordinary hourly rate of pay after that.
- (d) An employee may refuse to work additional hours or overtime in circumstances where the working of such additional hours or overtime would result in the employee working hours which are unreasonable.
- (e) In determining whether additional hours are reasonable or unreasonable the following will be taken into account:
  - (i) any risk to employee health and safety;
  - (ii) the employee's personal circumstances, including any family and carer's responsibilities;
  - (iii) the needs of the employer;
  - (iv) whether the employee is entitled to receive overtime payments, penalty rates or other compensation for, or a level of remuneration that reflects an expectation of working additional hours;

- (v) the notice (if any) given by the employer to work the additional hours;
- (vi) the notice (if any) given by the employee of his or her intention to refuse to work the additional hours;
- (vii) the usual patterns of work in school education;
- (viii) the nature of the employee's role and their level of responsibility;
- (ix) whether the additional hours are in accordance with the averaging terms in this Agreement; and
- (x) any other relevant matter.

### **30.2 Time off instead of overtime payment**

- (a) An employee and an employer may agree that the employee will be provided with time off instead of payment for overtime worked at the employer's request. Any such agreement must be recorded in writing, specify the number of overtime hours it covers, state when those hours were worked, and be retained as an employee record.
- (b) Overtime taken as time off during ordinary time hours must be taken at the ordinary time rate, that is, an hour for each hour worked.
- (c) Time off must be taken:
  - (i) within the period of 6 months after the overtime is worked; and
  - (ii) at a time or times within that period of 6 months agreed by the employer and employee.
- (d) Where an employee and an employer have agreed to time off instead of an overtime payment, and the time off is not taken within 6 months of it being worked, the employer must pay the employee for the overtime, in the next pay period, at the rate applicable when the overtime was worked.
- (e) An employee classified under and paid in accordance with the rates applying to the:
  - (i) preschool/childcare services stream,
  - (ii) levels 5 or 6 of the nursing services stream,
  - (iii) levels 1 or 2 of the instructional services stream or
  - (iv) graduate employees employed in the school operational services stream in their field of study having a 3-year degree, classified at grade 5 and paid at Level 5 step 1,

may request at any time to be paid for overtime covered by an agreement under this subclause but not taken as time off. Where such a request is made, the employer must pay the employee in the next pay period at the overtime rate applicable when the overtime was worked.

- (f) An employee not covered by subclause 30.2(e), who has worked overtime, and who subsequently agrees to take time off instead of payment for that overtime, may request at any time to be paid for overtime that not been taken as time off. In this instance, the employer must pay the employee in the next pay period, at the overtime rate applicable when the overtime was worked. For the avoidance of doubt, this provision does not apply where the

agreement to take time off instead of receiving payment for overtime was made in conjunction with the agreement to work the overtime.

- (g) If, on the termination of an employee's employment, time off for overtime worked by the employee to which this subclause applies has not been taken, the employer must pay the employee for the overtime worked at the overtime rate applicable when the overtime was worked.
- (h) An employee may, with the consent of the employer, take time off for overtime worked, in accordance with this subclause 30.2, for the purposes of carer's leave.

### **30.3 Make-up time**

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

## **Part 6—Leave and Public Holidays**

### **31. Annual leave**

#### **31.1 General Principles**

- (a) Annual leave is provided for in the NES. This clause supplements the NES provisions.

*Note: The NES provides for four weeks annual leave for each 12 months of service, or five weeks annual leave for some shift workers, for each 12 months of service.*

- (b) Except for employees in the School Operational Services Stream, annual leave shall be given and taken during the non-term weeks following the end of term four in each school year, unless otherwise agreed in writing. Leave arrangements for an employee in the School Operational Services Stream will be agreed between the employee and the School.

#### **31.2 Annual leave loading**

- (a) During a period of annual leave, an employee will receive a loading calculated on the employee's weekly rate of pay at the time of taking the leave. Annual leave loading is paid in addition to the weekly pay, on leave accrued on the following bases:
  - (i) Employees who would have worked on day work only had they not been on leave are entitled to 17.5% of their weekly rate of pay, as loading.
  - (ii) Employees who would have worked on shift-work had they not been on leave are entitled to 17.5% of their weekly rate of pay, or the applicable shift loading, whichever is the greater.
- (b) Notwithstanding clause (a) above, an employer may elect not to pay leave loading when annual leave is taken, and to pay it in one of the following ways instead:
  - (i) Spread over each salary payment throughout the school year, by increasing the annual rate of pay at the commencement of the school year, or as subsequently varied, by 1.3426%. Where an employer elects to pay annual leave loading in this way, the employer must advise the employee in writing.

- (ii) Paid as a lump-sum in the first pay of December, at the rate of pay applicable on 1 December of that school year.

### **31.3 Paid leave in advance of accrued entitlement**

- (a) An employer may agree to allow an employee, whose pay is not averaged pursuant to subclause 12.2 of this Agreement, to take annual leave either wholly or partly in advance before the employee has accrued an entitlement to the leave.
- (b) Such an agreement shall be in writing and:
  - (i) state the amount of leave to be taken in advance and the date on which leave is to commence; and
  - (ii) be signed by the employer and employee and, if the employee is under 18 years of age, by the employee's parent or guardian.

*Note: An example of the type of agreement required by this subclause 3 is set out at **Schedule G.1 - Agreement to Take Annual Leave in Advance**. There is no requirement to use the form of agreement set out at **Schedule G.1**.*

- (c) The employer shall keep a copy of any agreement under this subclause 31.3(b) as an employee record.
- (d) Where an employee has been granted paid leave in excess of their accrued entitlement, and the employee leaves or is discharged before completing the required service to account for that leave, the employer may, with the employee's written authorisation, deduct from any final remuneration, an amount equal to the portion of annual leave taken in advance for which the employee had not yet accrued an entitlement.

### **31.4 Annual Leave Loading on Termination**

Subject to subclause 31.3(a), where an employee's employment ceases for any reason and the Employee has not taken their full annual leave entitlement, the Employee shall be paid the applicable leave loading calculated in accordance with subclause 31.2, for the untaken period.

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

- (a) Paid annual leave must not be cashed out except in accordance with an agreement under this subclause.
- (b) A maximum of 2 weeks accrued, paid annual leave may be cashed out by an employee, whose pay is not averaged pursuant to subclause 12.2 of this Agreement, with the agreement of their employer, in a 12 month period.
- (c) Any agreement to the cashing out of a particular amount of accrued paid annual leave by the employee must be in writing and must not result in the employee's remaining accrued entitlement to paid annual leave being less than 4 weeks.
- (d) Any such agreement must state:
  - (i) the amount of leave to be cashed out and the payment to be made to the employee for it; and
  - (ii) the date by which the payment is to be made.

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

*Note: An example of the type of agreement required by this subclause is set out at **Schedule G.2 – Cashing Out Annual Leave** however there is no requirement to use that particular form.*

### **31.6 Excessive Leave Accruals**

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

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

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

### **32.1 Compassionate leave entitlement**

An Employee is entitled to two days paid compassionate leave per occasion in accordance with the Act and subject to the requirements of the Act and the NES. An additional day of paid leave will be applicable where the employee suffers the bereavement of a member of their household or immediate family.

### **32.2 Paid personal/carer's leave entitlement**

- (a) From 1 July 2024, an employee, with the exception of a casual employee, shall be entitled to 15 days paid personal/carer's leave for each year of service, subject to the conditions set out below. A temporary employee is entitled to a proportion of 15 days' personal/carer's leave, calculated according to the length of the employee's appointment in relation to the school year. For the purposes of this subclause 'day' means the number of hours which the employee would have worked on that day if not absent.
- (b) An employee's entitlement to paid personal/carer's leave shall accrue progressively through each year of service according to the employee's ordinary hours of work. An employee in his

or her first year of employment may request leave in advance in relation to an absence due to a personal illness, or personal injury up to the total entitlement of leave for that year. Such a request may not be unreasonably refused by the school.

- (c) Employees shall not be entitled to paid personal/carer's leave for any period in respect of which the employee is entitled to payment under the Workers Compensation Act 1987 (NSW).
- (d) An employee shall not be entitled to paid personal/carer's leave unless the employee complies with the notification and evidentiary requirements in this clause 32.
- (e) The employee shall notify the Principal of the School, or other such person deputised by the Principal, of the need to take leave and the estimated duration of the absence, where practicable, prior to the commencement of the first organised School activity on that day, or otherwise as soon as practicable
- (f) Subject to clause 32.2(c) and clause 32.5, if an employee is entitled to paid personal/carer's leave, the employee will be paid personal/carer's leave for the number of hours which the employee would have worked on that day if not on leave.
- (g) Unless the NES provides to the contrary, the personal/carer's leave entitlement of a part-time employee (including a temporary part-time employee) shall be in that proportion which the average number of hours worked by the employee in a week bears to 38. When the number of hours worked by a part-time employee varies, the personal/carer's leave entitlement of the employee shall be calculated and credited to the Employee in hours at the time of such variation.

*Note: The NES also provides a limited entitlement to unpaid carer's leave where an employee is unable to take paid carer's leave. This clause is not intended to provide an entitlement less than the NES.*

### **32.3 Accessing personal/carer's leave**

- (a) An employee may take paid Personal/Carer's Leave if the leave is taken:
  - (i) because the employee is not fit or able to work due to a personal illness, or personal injury, unexpected personal emergency, or family and domestic violence; or
  - (ii) to provide care or support to a member of the employee's immediate family, or household, who requires care or support because of:
    - A. a personal illness, or personal injury; or
    - B. unexpected personal emergency, or
    - C. family and domestic violence.
- (b) For the purpose of this clause an 'unexpected personal emergency' is a circumstance that is unplanned, due to circumstances beyond the control of the employee or the employee's immediate family or household member and is of an urgent and serious nature that requires the urgent attention of the employee to attend and provide care or support. The urgent circumstance must be of such a nature that it cannot be arranged outside of the employee's usual attendance time at the School.

(c) The entitlement to use Personal/Carer's Leave in accordance with subclause 32.3(b) is subject to:

- (i) the employee having responsibilities for the care or support of the person concerned; and
- (ii) the person concerned being a member of the employee's immediate family or household as defined in the Act.

*[Note: the Act defines "immediate family" (in s12) to mean a spouse, de facto partner, child, parent, grandparent, grandchild or sibling of the employee, or child, parent, grandparent, grandchild or sibling of a spouse or de facto partner of the employee. "Household" for the purposes of this clause refers to the people who live with the employee on a day-to-day basis]*

#### **32.4 Personal/carer's leave Accumulation**

- (a) Untaken personal/carer's leave shall accumulate from year to year subject to the conditions below.
- (b) Current personal/carer's leave entitlements shall be exhausted before accumulated personal/carer's leave is taken.
- (c) Service before the commencement of this Agreement shall be taken into account for the purpose of calculating the annual entitlement to personal/carer's leave and accumulation in respect of service prior to that date shall be calculated in accordance with the Award or any agreement applying to that employee prior to that date.
- (d) If a public holiday occurs during an Employee's absence on personal/carer's leave then such public holiday shall not be counted as personal/carer's leave.

#### **32.5 Personal/carer's leave - Evidentiary Matters**

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

by the employee. Evidence may also be required that the person requiring care or support is a member of the employee's immediate family or household.

- (v) **for absences to provide care or support because of a personal emergency or domestic violence** - the provision of a statutory declaration outlining the nature of the unexpected personal emergency or the fact of domestic violence and that such circumstance prevented attendance at work, or other evidence that would satisfy a reasonable person. Evidence may also be required that the person requiring care or support is a member of the employee's immediate family or household.
- (vi) **for absences before and/or after a public holiday, or a rostered day off because of a personal illness or injury** - the production, notwithstanding the provisions of subclause 32.5(a)(i) and (ii), of a medical certificate addressed to the School, or to the School Medical Officer, if the School requests such a certificate.

(b) Nothing in subclause (a) precludes:

- (i) a School from not requiring evidence in a particular circumstance, or as a matter of school policy, or
- (ii) an employee from providing other documentary evidence that would satisfy a reasonable person.

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

- (i) Where an employee has taken frequent single days of personal/carer's leave, or taken extended personal/carer's leave such that the School requires additional information in relation to the employee's circumstances, and/or eligibility for personal/carer's leave, then the School may take action in accordance with this subclause.
- (ii) The School may arrange a meeting in order to clarify the position with the employee. The request to the employee to attend the meeting shall be in writing (signed by the Principal or the Principal's delegate) with sufficient notice for the employee to be reasonably able to attend the meeting. The request shall also refer to the provisions of this clause and shall indicate the grounds for the School's concern about personal/carer's leave taken by the employee. The School shall invite the employee to respond verbally at the meeting to the issues raised by the School. An employee shall not unreasonably fail to attend such a meeting where requested to attend by the School.
- (iii) After consideration of the employee's response, the School may:
  - A. require further evidence of illness; and/or
  - B. require the employee to provide a certificate of capacity or medical certificate, as appropriate, from a medical practitioner nominated by the School (at the School's cost in relation to any net amount payable by the employee) in relation to the employee's capacity for work and/or the likely period of absence, or to establish only eligibility for personal/carer's leave (and no other information); and/or
  - C. discuss with the employee any other action.

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

### **33. Unpaid Parental leave and New Parent Bonus**

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

#### **33.1 General**

- (a) An employee is entitled to take unpaid parental leave in accordance with the provisions of the Act and subject to the limitations and conditions, including notification requirements, contained in that Act. Without limiting the operation of this clause, an employee must have 12 months continuous service to be eligible for parental leave under the Act and must have or soon will have a responsibility for the care of a child.
- (b) An employee must give notice of the intention to take leave and provide other notices and documentation in accordance with the provisions of the Act (and, in particular, section 74).
- (c) Other than as provided by the Act, which provides that unpaid parental leave is a period of service for the purpose of determining an entitlement to parental leave, the period of parental leave will not count as a period of service under this Agreement or any statute.
- (d) If the non primary carer takes parental leave as described in the Act, subclause 33.2 of this Agreement applies.
- (e) Where following an earlier period of parental leave an employee has not returned to work for a period of four school terms, or such lesser period as may be agreed to by the School, before the birth or adoption of a second or subsequent child, the employee will remain entitled to unpaid parental leave in accordance with the Act. However, the employee will

not be entitled to a new parent bonus in respect of the birth or adoption of the second or subsequent child.

### **33.2 Paternity Leave**

- (a) An employee who is entitled to take unpaid parental leave pursuant to section 70 of the Act and who is the father of the child shall, subject to clause 33.2(c) below, be entitled to:
  - (i) Up to two weeks paid Paternity Leave commencing on the day of birth of the child, or on the day on which the child or mother of the child leaves hospital following the birth, or in the case of an adoption, from the date of placement of the child, or
  - (ii) One day paid Paternity Leave commencing on the day of birth of the child, or on the day on which the child or mother of the child leaves hospital following the birth, or in the case of an adoption, from the date of placement of the child, with the balance of up to two weeks paid Paternity Leave taken at any time within twelve months of that date.
- (b) A period of paid Paternity leave will count as a period of service under this Agreement
- (c) An employee must give notice of the intention to take parental leave and provide other notices and documentation as required by the provisions of the Act (and, in particular, section 74).

### **33.3 New Parent Bonus**

- (a) Subject to paragraphs (f) and (g) of this subclause, an employee with 12 months continuous service who gives birth to or adopts a child is entitled to receive a New Parent Bonus from the School.
- (b) The weekly value of the New Parent Bonus, is calculated by subtracting the full-time weekly federal minimum wage from the employee's gross weekly salary for the usual position held by the employee before commencing parental leave or at the birth/adoption of the child, whichever occurred first. For employees whose pays are averaged in accordance with Clause 12.2, the gross weekly salary for the purposes of calculations in this subclause is the unaveraged salary.
- (c) The New Parent Bonus is payable for the maximum amount listed below, or the number of weeks of unpaid parental leave taken, whichever is less, subject to a minimum of 6 weeks. The employee will be paid the New Parent Bonus at the weekly amount calculated under paragraph (b) of this subclause, multiplied by the number of weeks as determined in accordance with this paragraph.
  - (i) From 1 July 2024, the maximum New Parent Bonus payable is 22 weeks.
  - (ii) From 1 July 2025, the maximum New Parent Bonus payable is 24 weeks.
  - (iii) From 1 July 2026 the maximum New Parent Bonus payable is 26 weeks.
- (d) If a New Parent Bonus is payable, the employee must be paid:
  - (i) In accordance with their usual pay cycle, commencing from the birth or placement of the child; or

- (ii) as otherwise agreed in writing, for example, from the commencement of a period of parental leave or deferred to a later date, and/or in a lump sum, or in instalments.
- (e) For the avoidance of doubt:
  - (i) The birth or adoption of more than one child around the same period of time does not give rise to a second or greater bonus. The new parent bonus is only payable once in such circumstances.
  - (ii) If both parents of an adopted child are covered by this Agreement, the New Parent Bonus available in respect of the adoption of the particular child is only available to one parent. It is payable by one school, to one employee covered by this Agreement. Generally, it is anticipated that this will be the primary care-giver.
- (f) Where, following an earlier period of parental leave, an employee has not returned to work for a period of four school terms, or such lesser period as may be agreed to by the School, before the birth or adoption of a second or subsequent child, the employee will remain entitled to unpaid parental leave in accordance with the Act. However, the employee will not be entitled to the new parent bonus in respect of the birth or adoption of the second or subsequent child.

### **33.4 Right to Request in context of Parental Leave**

- (a) This subclause provides specific details relating to an employee's right to request flexible work arrangements, in the context of parental leave. It is intended to supplement the NES as well as subclause 11.7 of this Agreement. Nothing in this clause limits the operation of section 65 of the Act.
- (b) An employee entitled to parental leave may request to:
  - (i) extend a period of unpaid parental leave beyond the available period of leave, as defined in the Act, for a further continuous period of leave not exceeding 12 months;
  - (ii) return from a period of parental leave on changed working arrangements.
- (c) Where an employee wishes to make a request under this subclause, the request must be made as soon as possible prior to the employee is due to return to work from parental leave. If the employee is requesting to extend their unpaid parental leave, they must request this at least 4 weeks before the end of the available parental leave period. An employer cannot refuse the first such request made by any employee under paragraph (i) of subclause 33.5(a) if the required 4 weeks' notice is given.

### **33.5 Communication during Parental Leave**

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

- (b) The employee shall take reasonable steps to inform the School about any significant matter that will affect the employee's decision regarding the duration of parental leave to be taken, whether the employee intends to return to work and whether the employee intends to request to return to work on a part-time basis.
- (c) The employee shall also notify the School of changes of address or other contact details which might affect the School's capacity to comply with this clause.

## 34. Long Service Leave

### 34.1 General Provisions

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

### 34.2 Quantum of Leave

- (a) Subject to subclause 34.3 the amount of long service leave to which an employee is entitled, from the commencement of this Agreement, shall be:
  - (i) In the case of an employee who has completed at least ten years of service with the same School:
    - A. in respect of the first ten years of service so completed, 10.5 weeks; and
    - B. in respect of each additional completed 5 years of service with the same employer, 5.25 weeks.
  - (ii) In the case of an employee who has completed with the School five years of service, and whose services are:
    - A. terminated by the School for any reason other than misconduct; or
    - B. cease for any other reason (including resignation by the employee),
 a proportionate amount on the basis of 10.5 weeks for ten years of service [such service to include service with the School as an adult and otherwise than as an adult].

### 34.3 Calculation of Accrued Entitlement

- (a) In the case of employees whose service with the employer commenced prior to the commencement of this Agreement, and whose service would entitle them to long service leave under this clause, the amount of long service leave to which the employee shall be entitled is the amount calculated in accordance with the applicable table below:
  - (i) Entitlements for employees engaged to provide school support services, instructional services or school administration services:

Service prior to 1 May 1995	The amount calculated on the basis of the LSL Act or The amount calculated on the basis of the arrangements operating in the School for the period prior to 1 May 1995, whichever is the greater
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Service from 1 May 1995	1.05 weeks per year up to 10 years of service (i.e. 10.5 weeks long service leave for 10 completed years of service)  1.05 weeks per year for each year of service in excess of 10 years of service
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(ii) Entitlements for employees engaged to provide school operational services:

Service prior to 1 February 2007	The amount calculated on the basis of the LSL Act  or  The amount calculated on the basis of the arrangements operating in the School for the period prior to 1 February 2007, whichever is the greater
Service from 1 February 2007	1.05 weeks per year up to 10 years of service (i.e. 10.5 weeks long service leave for 10 completed years of service)  1.05 weeks per year for each year of service in excess of 10 years of service

(iii) Entitlements for employees engaged to provide preschool/childcare services or wellbeing services:

Service prior to 1 January 2012	The amount calculated on the basis of the LSL Act  or  The amount calculated on the basis of the arrangements operating in the School in respect of such employees for the period prior to 1 January 2012, whichever is the greater
Service from 1 February 2012	1.05 weeks per year up to 10 years of service (i.e. 10.5 weeks long service leave for 10 completed years of service)  1.05 weeks per year for each year of service in excess of 10 years of service

#### 34.4 Conditions of taking leave

(a) In accordance with the LSL Act an employee entitled to long service leave will be granted such leave:

(i) as soon as practicable, having regard to the needs of the school, after the employee becomes entitled to the leave; or

- (ii) if the school and employee agree in writing to postpone the taking of the leave - at another time or times.
- (b) Long service leave will generally be taken in blocks of at least one school term. However, a school may agree to allow an employee to take long service leave in smaller blocks, including single days, subject to the operational needs of the school.
- (c) The school will give the employee at least 1 month's notice of any requirement to take leave unless the employee agrees to a shorter period.

#### **34.5 Payment on Long Service Leave**

- (a) When an employee takes long service leave after 10 years of continuous service the employee shall be paid for the leave 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 purpose of calculating such (5 year) average weekly rate of pay.
- (b) The employer does not have to pay the long service leave in accordance with sub- clause 34.5(a) where the employer and the employee have an agreement to pay in accordance with section 3(2B) of the LSL Act (made in connection with the employee requesting to postpone the taking of the leave).

#### **34.6 Long Service and Public Holidays**

- (a) Any long service leave shall be exclusive of any public holidays falling on a day the employee would normally work within the period of such leave.
- (b) Non-term weekdays which the employee is not normally required to work and which fall within the period of long service leave shall not be counted as part of the long service leave taken and, where the employee's pay is not averaged, shall not be paid, unless otherwise agreed between the employee and the school.

#### **34.7 Continuous Service**

An employee's service with the School is deemed continuous despite any interruption resulting from unpaid parental leave or other approved leave without pay. Except for non-term weeks during which the employee is stood down, such periods of unpaid leave will not count as service when calculating long service leave entitlements.

#### **34.8 Payment in Lieu of Long Service Leave**

- (a) An employee with 10 years' continuous service with the School may cash out any accrued but untaken long service leave that exceeds the amount they would have been entitled to under the LSL Act (the additional long service leave), subject to the following conditions:
  - (i) the employee elects to cash out the additional long service leave;

- (ii) the employee provides a written election to the School stating that the employee wishes to cash out all or part of the additional long service leave; and
- (iii) the School, in its discretion, agrees to the request.

(b) If an employee cashes out an amount of additional long service leave in accordance with this clause:

- (i) the School will, within a reasonable time, give the employee the amount of pay they would have received if they had taken the long service leave that the employee cashed out;
- (ii) the employee's entitlements to long service leave will be reduced by the extent of such payment and the employee will no longer be entitled to the long service leave that they have cashed out; and
- (iii) the employee may not seek to cash out further additional long service leave accrued until the employee has completed a further 5 years service from the time that the employee last became entitled to the benefit of this clause, unless the School agrees otherwise.

(c) The parties agree that the primary purpose of long service leave is for an employee to have an extended period of rest and recuperation away from work and that this will be taken into account in any decision to cash out additional long service leave.

*Note: Subject to the provisions of this clause, the additional Long Service Leave that can be cashed out is calculated using the following formula;*

$$\frac{\text{Agreement entitlement} - \text{Statutory entitlement}}{\text{Agreement entitlement}} \times 100 = \text{the \% of the employee's Long Service Leave balance that can be cashed out.}$$

## 35. Portable Long Service Leave Scheme

### 35.1 Definitions

- (a) "Previous Employer" means a school under this Agreement where the employee was employed prior to commencing employment with another school under this Agreement.
- (b) "New Employer" means a school under this Agreement at which the employee has been offered and accepted employment "Long Service Leave Accrual" means as at the date of termination of employment the amount of entitlement to be paid in lieu of long service leave in accordance with subclauses 34.2(ii) and 34.3 of this Agreement and the LSL Act;
- (c) "Transferred Amount" means where the employee elects for the Long Service Leave Accrual to be transferred to a New Employer the amount of the payment transferred.
- (d) "New Employer LSL Accrual" means the amount of long service leave accrued by the Employee with the New Employer calculated in accordance with the scale of accrual set out in subclause 34.2(i) taking into account the deemed service in accordance with subclause 1.1(a)(b);

(e) “Transferred LSL Accrual” means the Transferred Amount divided by the Employee’s rate of pay with the New Employer at the date of the calculation. For the avoidance of doubt, this is the date when the leave entitlement is calculated (being a future point in time) and not when the amount transferred is received by the New Employer.

### **35.2 Employees transferring an entitlement from a previous employer**

#### **(a) Application**

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

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

(i) Where an employee has elected for the Previous Employer to pay the long service leave accrual to the New Employer, and that Transferred Amount has been received by the New Employer, that service (including deemed service in the case of employees who have made multiple transfers under this clause) will be deemed to be service with the New Employer for the purposes of:

- A. calculating the rate of accrual of future long service leave entitlements; and
- B. triggering the entitlement to take further long service leave.

*Note: Although the employee’s service with the Previous Employer is deemed to be service with the New Employer for accrual and leave-taking purposes, the employee must still satisfy the five year continuous service requirement with the New Employer under the Long Service Leave Act 1955 (NSW) and under clause 34.2(a)(ii) of this Agreement (that is including by resignation) before becoming eligible for a pro rata long service leave payment upon termination (except in cases of serious misconduct).*

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

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

$$\text{New Employer LSL Accrual} + \text{Transferred LSL Accrual}$$

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

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

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

- (ii) If an employee, who has transferred an amount in respect of long service leave, takes long service leave, the amount transferred is applied against the leave taken first – before any leave accrued at the new school is accessed.

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

- (i) Despite subclause 35.2(d) and subject to subclause 35.2(f), an employee may take long service leave earlier than the time prescribed in paragraph (d)(i) or (d)(ii) of subclause 35.2 with the agreement of the New Employer.
- (ii) Despite subclause 35.2(d)(i)(C) and subject to subclause 35.2(f), an employee may take an amount of long service leave which is less than one school term with the agreement of the New Employer.

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

For the avoidance of doubt, the conditions for taking long service leave set out in subclause 34.4 apply with respect to the School to any employee who has transferred an entitlement from a previous employer.

**(g) Payout during the Employment of Long Service Leave transferred**

An employee, at any time during their employment with their New Employer, may request the School to pay to them the full amount of the long service leave transferred,. If this occurs, no interest is payable by the school under subclause 35.2(h), and the employee's service with the previous Employer shall no longer be deemed to be service with the School under subclause 35.2(b).

**(h) Interest if Long Service Leave not taken**

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

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

where:

P = the amount of the payment due

T = the Transferred Amount

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

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

**35.3 Employees transferring an entitlement to a New Employer**

- (a) An employee is eligible to transfer an entitlement to a New Employer when:

- (i) their employment with the School terminates; and
- (ii) as at the date of termination of employment, they have an entitlement to be paid in lieu of long service leave in accordance with subclause 34.2(ii) of this agreement and the LSL Act, and
- (iii) they have been offered and have accepted employment with New Employer; and

- (iv) they will commence employment with the New Employer.

#### **35.4 Election regarding Long Service Leave Accrual**

- (a) Subject to subclause 35.4(b) an employee who satisfies the requirements in subclause 35.3 may elect for the School to either:
  - (i) pay the Long Service Leave Accrual to the employee as a lump sum payment or;
  - (ii) pay the Long Service Leave Accrual to the New Employer.
- (b) The School must notify the employee of their right to make an election in accordance with subclause 35.4(a) at least three weeks before the date of termination of the employee's employment with the School, if practicable.
- (c) For the purpose of subclause 35.4(a), an employee must notify the School of their election at least one week prior to the termination of the employee's employment with the School (or such later time if agreed by the School) in writing.
- (d) Where the employee elects for the School to pay the Long Service Leave Accrual to the New Employer, and notifies the School of such an election in accordance with subclause 35.4(b), the School must pay the Long Service Leave Accrual to the New Employer on the date of termination of the employee's employment with the School, if practicable, but no later than the date the employee commences employment with the New Employer. The employee will have no further entitlement to long service leave or a payment in lieu with the School, the employee's right to long service leave or a payment in lieu being extinguished by the payment of the Transferred Amount to the New Employer.
- (e) If an employee fails to make an election in accordance with subclause 35.4(a) or fails to satisfy the requirements in subclause 35.4(c) in making an election, the School must pay the Long Service Leave Accrual to the employee as a lump sum payment, unless otherwise agreed by the School.
- (f) An employee will be eligible for service to be recognised by the New Employer except where at the date of termination the balance of the employee's long service leave accrual is less than 5 weeks.
- (g) For the avoidance of doubt, an election made under subclause 35.4(a) is not able to be revoked or changed.

#### **36. Community service leave**

- (a) Community service leave is provided for in the NES. This clause of the Agreement provides agreement specific details and supplements the NES which deals with community service leave.
  - (i) A full-time or part-time employee required to attend for jury service during ordinary working hours shall be provided with leave for this purpose.
  - (ii) An employee required to attend for jury duty must apply for payment of a jury attendance fee (or jury allowance) for such duty. An employee required to attend for jury duty must not fill in a statutory declaration or other form to the effect that the employer will continue to pay the employee's normal pay while on jury duty.

- (iii) Subject to subclause 36(ii) above, the School will pay the employee the difference between the allowance or payment received by the employee for such jury service and the pay that the employee would otherwise have received for work at the school over the period of the jury service.
- (iv) As a matter of practice, the School may make a payment to the employee representing the employee's full pay for the period, in which case the employee shall be required to reimburse to the school any monies payable to the employee for such attendance on jury service (excluding reimbursement of expenses) which required the employee's absence from the school.
- (v) 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.

## **37. Examination Leave**

- (a) An employee (other than a casual employee) who, for the purposes of furthering training which is relevant to their employment, enrolls in any course approved by the School at a registered higher education institution or registered training organisation, will be granted leave:
  - (i) with pay on the day of any examination, not being a "take-home" type examination, required in the course; and
  - (ii) without pay for the purpose of attending any compulsory residential school which is a part of such course.

## **38. Family and Domestic Violence Leave**

### **38.1 General principles**

- (a) In accordance with sections 106A to 107 the Act, all employees whether full-time, part-time or casual are entitled to up to 10 days of paid family and domestic violence leave each year.
- (b) Employees who are experiencing family and domestic violence may access this leave to deal with the impact of family and domestic violence that may not be practical to manage outside of their work hours, including, but not limited to:
  - (i) making arrangements for their own or a family member's safety (including relocation)
  - (ii) attending court or accessing police services
  - (iii) attending counselling, or appointments with medical, financial, or legal professionals.
- (c) Family and Domestic Violence leave is available in full upon the employee's commencement with the school, and resets on their work anniversary.
- (d) Family and Domestic Violence Leave does not accumulate from year to year.
- (e) The leave can be taken as a single continuous 10 day period, separate single or multiple days, or as part days by agreement.

### **38.2 Rate of payment during leave**

- (a) For full-time or part-time employees with a paid entitlement, family and domestic violence leave must be paid at the employee's full rate of pay for the hours they would have worked had they not taken leave. Casual employees must be paid at their full rate of pay for the hours they were rostered to work in the period they took leave.
- (b) The employee's full pay rate is their base rate plus any loadings, allowances, overtime and penalty rates, bonuses, incentive payments or other separately identifiable amounts.

### **38.3 Notice and Evidential requirements**

- (a) Employees must let the School know as soon as possible if they need to take family and domestic violence leave.
- (b) An employee may be required to provide evidence that would satisfy a reasonable person of the need to take leave, which may be in the form of a statutory declaration, or an agreed document issued by the Police Service, a Court, a Doctor, a Domestic Violence Support Service or Lawyer.

### **38.4 Privacy and confidentiality requirements**

- (a) Information provided to employers concerning an employee's experience of family and domestic violence is sensitive. Schools must take steps to ensure information concerning notice of evidence given by the employee is treated confidentially, as far as reasonably practicable to do so. The information should only be used for the purpose of satisfying the employee's entitlement as outlined in section 106C.
- (b) In accordance with regulations 3.47 and 3.48 of the Fair Work Regulations 2009 pay slips must not mention paid family and domestic violence leave, however the School must keep a record of this leave balance and any leave taken by employees.

## **39. Public holidays**

- (a) Public holidays are provided for in the NES. Under the NES, an employee is entitled to be absent from work on a day or part day that is a public holiday in the place where the employee is based for work.
- (b) An employee may be requested to work on a public holiday pursuant to section 114 of the Act. An employee who works on a public holiday will be paid at the rate of 250% for ordinary hours performed, unless the employer and the employee have agreed to the employee taking a day off instead of receiving payment in which case the employee will be paid at the ordinary time rate for work on the public holiday.
- (c) By agreement between a school and an employee, an alternative day may be taken as a public holiday instead of any of the days specified by the NES. The agreement will be recorded in writing and made available to the affected employee.
- (d) Where substitution is agreed, the substituted day will be the public holiday for all purposes of this Agreement.

## Part 7—Workplace Delegates' Rights and the Right to Disconnect

### 40. Workplace Delegates Rights

#### 40.1 Workplace Delegates

- (a) This clause provides for the exercise of the rights of workplace delegates set out in section 350C of the Act.
- (b) In this clause:
  - (i) 'Workplace delegate' means a person appointed or elected, in accordance with the IEU rules, to be a delegate (or union representative) for members of the IEU who work in a school; and
  - (ii) 'Eligible members' mean persons who work in a School who are members or who are eligible to be members of the IEU.
- (c) Before exercising entitlements under this clause, 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 School with evidence that would satisfy a reasonable person of their appointment or election.
- (d) An employee who ceases to be a workplace delegate must give written notice to the employer within 14 days.

#### 40.2 Right of representation

- (a) A workplace delegate may represent the industrial interests of eligible members in matters including but not limited to:
  - (i) consultation about major workplace change;
  - (ii) consultation about changes to rosters or hours of work;
  - (iii) resolution of disputes;
  - (iv) 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;
  - (v) any process or procedure in which the eligible members are entitled to be represented; For the avoidance of doubt, the right of a workplace delegate under this clause does not affect the employer's obligation to notify the IEU in the consultation provisions of this Agreement.

#### 40.3 Entitlement to reasonable communication

- (a) A workplace delegate may communicate with eligible members in relation to representing their industrial interests under this clause. This includes discussing membership of the IEU with eligible members.
- (b) A workplace delegate may communicate with eligible employees during working hours or work breaks, or before or after work.

#### **40.4 Entitlement to reasonable access to the workplace and workplace facilities**

(a) With the exception of subclause (b) below, 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 subclause (a) above 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.

#### **40.5 Entitlement to reasonable access to training**

(a) 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:

- (i) 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.
- (ii) 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:
  - A. full-time or part-time employees; or
  - B. regular casual employees.
- (iii) 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.
- (iv) 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.

- (v) If requested by the employer, the workplace delegate must provide the employer with an outline of the training content.
- (vi) The employer must advise the workplace delegate not less than 2 before 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.
- (vii) 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.

#### **40.6 Exercise of entitlements under this clause**

- (a) A workplace delegate's entitlements under this clause 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) This clause 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) This clause does not require an eligible employee to be represented by a workplace delegate without the employee's agreement.
- (d) As per section 350A of the Act, the employer must not:
  - (i) unreasonably fail or refuse to deal with a workplace delegate; or
  - (ii) knowingly or recklessly make a false or misleading representation to a workplace delegate; or
  - (iii) unreasonably hinder, obstruct or prevent the exercise of the rights of a workplace delegate under the Act or the provisions of this clause.

#### **41. Right to Disconnect**

- (a) This clause is to be read in conjunction with other clauses in the Agreement, particularly the clause relating to Hours of Work.
- (b) An employee has the right to disconnect from work, including by not monitoring or reading contact or attempted contact from the School outside of working hours unless the refusal is unreasonable.
- (c) Without limiting the matters that may be taken into account in determining whether a refusal is unreasonable for the purposes of this clause, the following must be taken into account;

- (i) the reason for the contact or attempted contact;
- (ii) how the contact or attempted contact is made and the level of disruption the contact or attempted contact causes the employee;
- (iii) the extend to which the employee is compensated:
  - A. to remain available to perform work during the period in which the contact or attempted contact is made; or
  - B. for working additional hours outside of the employee's ordinary hours of work;
- (iv) the nature of the employees role and the employees level of responsibility; and
- (v) the employees personal circumstances including family or caring responsibilities.

(d) The right to disconnect does not prevent an employer from making or attempting to make contact with the employee that is required to be made (or attempted) in order to comply with an obligation under the Agreement, the Act or the Work Health or Safety Act.

## Schedule A—Monetary Rates

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

**(i) Core Scale**

Level	Incremental Step	Annual rates from the first full pay period on or after 1 February 2024 4.0%	Annual rates from the first full pay period on or after 1 February 2025 4.0%	Annual rates from the first full pay period on or after 1 February 2026 4.0%	Annual rates from the first full pay period on or after 1 February 2027 3.0%
Level 1	Step 1	\$60,450	\$62,868	\$65,383	\$67,344
	Step 2	\$61,331	\$63,784	\$66,335	\$68,325
	Step 3	\$63,714	\$66,262	\$68,913	\$70,980
	Step 4	\$66,110	\$68,754	\$71,504	\$73,649
	Step 5	\$68,295	\$71,027	\$73,868	\$76,084
Level 2	Step 1	\$68,842	\$71,595	\$74,459	\$76,693
	Step 2	\$70,400	\$73,216	\$76,144	\$78,429
	Step 3	\$72,757	\$75,668	\$78,694	\$81,055
	Step 4	\$73,875	\$76,830	\$79,904	\$82,301
	Step 5	\$75,012	\$78,013	\$81,133	\$83,567
Level 3	Step 1	\$75,086	\$78,089	\$81,213	\$83,649
	Step 2	\$76,998	\$80,078	\$83,282	\$85,780
Level 4	Step 1	\$78,911	\$82,067	\$85,350	\$87,911
	Step 2	\$80,422	\$83,639	\$86,985	\$89,594
	Step 3	\$81,936	\$85,214	\$88,622	\$91,281
	Step 4	\$83,271	\$86,602	\$90,066	\$92,768
Level 5	Step G1	\$74,647	\$77,633	\$80,738	\$83,160
	Step G2	\$78,518	\$81,659	\$84,925	\$87,473
	Step G3	\$82,782	\$86,093	\$89,537	\$92,223
	Step G4	\$87,052	\$90,534	\$94,156	\$96,980
	Step 1	\$92,437	\$96,135	\$99,980	\$102,980
	Step 2	\$95,110	\$98,914	\$102,871	\$105,957
	Step 3	\$96,761	\$100,631	\$104,656	\$107,796
Level 6	Step 1	\$101,072	\$105,115	\$109,320	\$112,600
	Step 2	\$103,230	\$107,360	\$111,654	\$115,004
	Step 3	\$105,389	\$109,605	\$113,989	\$117,409
Level 7	Step 1	\$109,713	\$114,101	\$118,665	\$122,225
	Step 2	\$111,874	\$116,349	\$121,003	\$124,633
Level 8	Step 1	\$122,576	\$127,480	\$132,579	\$136,556

**Notes:** Core scale applies to all staff except those in the School Operational Services, Nursing Services, Pre-school/Childcare Services and School Psychologist streams.

## (ii) School Operational Services Stream

Classification Level	Incremental Step	Annual rates from the first full pay period on or after 1 February 2024 4.0%	Annual rates from the first full pay period on or after 1 February 2025 4.0%	Annual rates from the first full pay period on or after 1 February 2026 4.0%	Annual rates from the first full pay period on or after 1 February 2027 3.0%
Level 1	Step 1	\$56,484	\$58,744	\$61,094	\$62,926
	Step 2	\$58,676	\$61,023	\$63,464	\$65,368
	Step 3	\$60,910	\$63,346	\$65,880	\$67,856
Level 2	Step 1	\$62,100	\$64,584	\$67,168	\$69,183
	Step 2	\$62,692	\$65,200	\$67,808	\$69,842
Level 3	Step 1	\$63,134	\$65,660	\$68,286	\$70,335
	Step 2	\$64,167	\$66,734	\$69,403	\$71,485
	Step 3	\$65,200	\$67,808	\$70,520	\$72,636
Level 4	Step 1	\$66,110	\$68,754	\$71,504	\$73,649
	Step 2	\$68,298	\$71,030	\$73,871	\$76,087
	Step 3	\$70,400	\$73,216	\$76,144	\$78,429
	Step 4	\$75,086	\$78,089	\$81,213	\$83,649
Level 5	Step G1	\$65,723	\$68,352	\$71,086	\$73,218
	Step G2	\$69,165	\$71,932	\$74,809	\$77,053
	Step G3	\$72,603	\$75,508	\$78,528	\$80,884
	Step G4	\$76,048	\$79,090	\$82,253	\$84,721
	Step 1	\$79,485	\$82,665	\$85,971	\$88,550
	Step 2	\$83,803	\$87,155	\$90,642	\$93,361
Level 6	Step 1	\$96,761	\$100,631	\$104,656	\$107,796

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

Classification Level	Incremental Step	Annual rates from the first full pay period on or after 1 February 2024 4.0%	Annual rates from the first full pay period on or after 1 February 2025 4.0%	Annual rates from the first full pay period on or after 1 February 2026 4.0%	Annual rates from the first full pay period on or after 1 February 2027 3.0%
Level 1	Step 1	\$51,391	\$53,446	\$55,584	\$57,251
Level 2	Step 1	\$51,771	\$53,842	\$55,996	\$57,675
	Step 2	\$53,395	\$55,530	\$57,751	\$59,485
Level 3	Step 1	\$54,028	\$56,189	\$58,437	\$60,190
	Step 2	\$54,994	\$57,194	\$59,482	\$61,266
	Step 3	\$54,994	\$57,194	\$59,482	\$61,266
	Step 4	\$55,857	\$58,092	\$60,415	\$62,227
Level 4	Step 1	\$59,682	\$62,070	\$64,553	\$66,489
	Step 2	\$60,903	\$63,340	\$65,873	\$67,849
Level 5	Step 1	\$64,945	\$67,543	\$70,244	\$72,352
	Step 2	\$66,222	\$68,871	\$71,626	\$73,774
Level 6	Step 1	\$71,801	\$74,673	\$77,659	\$79,989
	Step 2	\$73,662	\$76,609	\$79,673	\$82,063
Level 7	Step 1	\$75,520	\$78,540	\$81,682	\$84,132
	Step 2	\$77,380	\$80,475	\$83,694	\$86,205
	Step 3	\$79,871	\$83,066	\$86,388	\$88,980
Level 8	Step 1	\$84,908	\$88,304	\$91,836	\$94,591
	Step 2	\$85,736	\$89,165	\$92,732	\$95,513

**Table 1C – Annual Rates of Salary – Nursing Services Stream**

Classification Level	Incremental Step	Annual rates from the first full pay period on or after 1 February 2024 (4.0%)	Annual rates from the first full pay period on or after 1 February 2025 (4.0%)	Annual rates from the first full pay period on or after 1 February 2026 (4.0%)	Annual rates from the first full pay period on or after 1 February 2027 (3.0%)
Level 5	Step 1	\$66,884	\$69,560	\$72,342	\$74,513
	Step 2	\$71,223	\$74,072	\$77,035	\$79,346
	Step 3	\$74,647	\$77,633	\$80,738	\$83,160
	Step 4	\$78,070	\$81,192	\$84,440	\$86,973
	Step 5	\$81,492	\$84,752	\$88,142	\$90,786
	Step 6	\$84,916	\$88,313	\$91,845	\$94,600
	Step 7	\$88,339	\$91,872	\$95,547	\$98,413
	Step 8	\$91,762	\$95,433	\$99,250	\$102,228
Level 6	Step 1	\$75,965	\$79,004	\$82,163	\$84,628
	Step 2	\$79,448	\$82,626	\$85,931	\$88,509
	Step 3	\$81,492	\$84,752	\$88,142	\$90,786
	Step 4	\$84,916	\$88,313	\$91,845	\$94,600
	Step 5	\$88,339	\$91,873	\$95,547	\$98,413
	Step 6	\$91,762	\$95,433	\$99,250	\$102,228
	Step 7	\$95,185	\$98,992	\$102,952	\$106,041
Level 7	Step 1	\$101,073	\$105,116	\$109,321	\$112,601
Level 8	Step 1	\$114,035	\$118,596	\$123,340	\$127,040

**Table 1D– Annual Rates of Salary – School Psychologists**

Classification	Annual Rates from first full pay period on or after 1 July 2024	Annual Rates from first full pay period on or after 1 February 2025 4%	Annual Rates from first full pay period on or after 1 February 2026 4%	Annual Rates from first full pay period on or after 1 February 2027 3%
School Psychologist Level 1	\$95,317	\$99,129	\$103,095	\$106,188
School Psychologist Level 2	\$99,220	\$103,188	\$107,316	\$110,536
School Psychologist Level 3	\$106,131	\$110,376	\$114,791	\$118,235
School Psychologist Level 4	\$114,115	\$118,679	\$123,427	\$127,130
School Psychologist Level 5	\$140,502	\$146,122	\$151,967	\$156,526
School Psychologist Advanced Certification	\$151,742	\$157,811	\$164,124	\$169,048

**Table 2 – Allowances**

Clause No.	Brief Description	From FFPOA 1 February 2024 \$	From FFPOA 1 February 2025 \$	From FFPOA 1 February 2026 \$	From FFPOA 1 February 2027 \$
17.2	First Aid & medication allowance (per day)	7.00	7.00	7.20	7.30
17.2	First Aid & medication allowance (part day)	3.50	3.50	3.60	3.65
17.3	*Meal allowance during overtime work	20.00	20.00	20.00	20.00
17.5	Sleepover allowance - Nurses	60.00	61.00	62.00	63.00
17.6	Camping allowance – School Support Officer	60.00	61.00	62.00	63.00
17.7	*Tool allowance - Carpenter or joiner	33.00	34.00	35.00	36.00
18.7	*Tool allowance - Other trades	17.50	18.00	18.50	18.50
17.8	Uniform/protective clothing allowance (per day)	1.70	1.70	1.80	1.80
17.8	Uniform/protective clothing allowance (per week)	8.50	8.50	9.00	9.00
17.8	Laundry allowance (per day)	0.40	0.40	0.40	0.40
17.8	Laundry allowance (per week)	2.00	2.00	2.00	2.00
17.9	Own Car Allowance: Motor vehicle (max 400kms)	0.99	0.99	0.99	0.99
17.9	Motorcycle Allowance: (max 400kms)	0.33	0.33	0.33	0.33
17.10	Broken Shift (incorporating former excess fares) – [Nurses levels 5 and 6 and Preschool/childcare employees excepted]	12.50	12.50	13.00	13.00

**Note:** The *Tool Allowance* and *Meal Allowance during overtime work* will increase from **1 July 2024**. All other allowances increase from **1 February** each year.

## Schedule B—Classifications

### B.1 Definitions

#### B.1.1 Definition 1: Supervision

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

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

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

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

#### B.1.2 Definition 2: Qualifications

Within the Australian Qualifications Framework:

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

- (a) **Trade certificate:** Completion of an apprenticeship, normally of four years' duration, or equivalent recognition, e.g. Certificate III.
- (b) **Post-trade certificate:** A course of study over and above a trade certificate and less than a Certificate IV.

**Certificates I and II, community coaching certificates, and junior or youth coaching licences:** courses that recognise basic vocational skills and competencies and knowledge, without a Year 12 prerequisite.

- (c) **Certificate III and entry – mid level advanced coaching licences:** A course that provides a range of well-developed skills and is comparable to a trade certificate.
- (d) **Certificate IV and high level advanced coaching licences:** A course that provides greater breadth and depth of skill and knowledge and is comparable to a two year part-time post-Year 12 or post-trade certificate course.
- (e) **Diploma:** A course at a higher education or vocational educational and training institution, typically equivalent to two years' full-time post-Year 12 study.
- (f) **Advanced diploma:** A course at a higher education or vocational educational and training institution, typically equivalent to three years' full-time post-Year 12 study.

- (g) **Degree:** A recognised degree from a higher education institution, often completed in three or four years, and sometimes combined with a one-year diploma.
- (h) **Postgraduate degree:** A recognised postgraduate degree, over and above a degree as defined above.

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

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

- (a) **Competency:** The skill, complexity and responsibility of tasks typically required at each classification level.
- (b) **Judgment, independence and problem solving:** Judgment is the ability to make sound decisions, recognising the consequences of decisions taken or actions performed. Independence is the extent to which an employee is able (or allowed) to work effectively without supervision or direction. Problem solving is the process of defining or selecting the appropriate course of action where alternative courses of actions are available. This dimension looks at how much of each of these three qualities applies at each classification level.
- (c) **Level of supervision:** This dimension covers both the way in which employees are supervised or managed and the role of employees in supervising or managing others.
- (d) **Training level or qualifications:** The type and duration of training which the duties of the classification level typically require for effective performance. Training is the process of acquiring skills and knowledge through formal education, on-the-job instruction or exposure to procedures.
- (e) **Occupational equivalent:** Examples of occupations typically falling within each classification level.
- (f) **Typical activities:** Examples of activities typically undertaken by employees in different roles at each of the classification levels. Examples of occupational equivalent positions are provided. Reference to small, medium, medium-large and large schools is made, based upon student enrolment in K – year 12 determined at the date of the NSW census in February each year. A small school enrols less than 300 students, a medium school enrols between 300 and 600 students, a medium-large school enrols between 601 and 900 students and a large school enrols more than 900 students.

### **B.2 Classifications**

#### **B.2.1 Level 1**

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

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

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

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

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

**(c) Level of supervision**

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

**(d) Training level or qualifications**

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

**(e) Typical activities**

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

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

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

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

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

- Performing a range of general clerical duties at a basic level, for example, filing, handling mail, maintaining records, data entry

- Operating routine office equipment, such as a computer, photocopier, scanner, facsimile, binding machine, guillotine, franking machine, calculator, etc.
- Performing a reception function, including providing information and making referrals in accordance with school procedures
- Carrying out minor cash transactions including receipting, balancing and banking
- Monitoring and maintaining stock levels of stationery/materials within established parameters, including reordering

➤ *Occupational equivalent:* clerical assistant, accounts clerk, data entry operator, front desk/reception assistant/receptionist

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

- Providing assistance to music, singing, dance, drama, and sporting groups/teams/squads under the supervision of a teacher or an instructional services employee grade 3 or above.
- Assisting with equipment and the preparations for and conducting of rehearsals and training sessions and/or events or performances
- Assisting in the instruction of individual students as part of an extra-curricular music, singing, dance, drama or similar program
- Assisting in the training and coaching of individuals and teams in various sporting disciplines

➤ *Occupational Equivalent:* music or singing assistant tutor, or dance, drama or similar assistant instructor; junior or youth sports assistant or assistant sports coach

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

- Performing general labouring tasks
- Performing general gardening tasks, including preparing grounds and undertaking planting
- Performing horticultural duties in areas such as sports playing fields, garden maintenance and foliage control
- Performing basic gardening and outdoor maintenance
- Performing basic maintenance
- Performing a range of industrial cleaning tasks
- Moving furniture and equipment
- Assisting in a school retail facility, such as a canteen, uniform shop or book shop
- Assisting trades personnel with manual duties
- Taking general care of school vehicles, including driving buses for less than 25 passengers
- Undertaking elementary food preparation and cooking duties, cleaning and tidying the kitchen and its equipment
- Performing gardening duties such as the planting and trimming of trees, sowing, planting and cutting of grass and the watering of plants, gardens, trees, lawns and displays

- Removing cuttings, raking leaves, cleaning/emptying litter bins, cleaning gutters/drains/culverts
- Performing routine maintenance of turf, synthetic, artificial and other play surfaces
- Performing non-trade tasks incidental to the employee's work
- Performing general laundry duties
- Performing minor repairs to linen or clothing such as buttons, zips, seams and working with flat materials
- Cleaning, dusting and polishing in classrooms or other public areas of the school
- Making and/or serving morning/afternoon tea, including washing up and other duties in connection with such work other than meals/refreshments in the school's main dining area
- *Occupational equivalent:* cleaner, kitchen assistant, laundry assistant, grounds/maintenance assistant, retail assistant, bus driver, handyperson, attendant, trades assistant

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

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

**(a) Competency**

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

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

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

**(c) Level of supervision**

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

**(d) Training level or qualifications**

Level 2 duties typically require:

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

(iv) an equivalent combination of experience and training. For an instructional services employee (sport) this means having an age level appropriate community coaching certificate or junior or youth coaching licence, and having some relevant coaching or sports discipline specific experience, or no qualification, but reasonable experience

(e) **Typical activities**

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

- Providing assistance with the educational program where limited discretion and judgment and/or specific skills are involved
- Supervision of small groups of children in learning activities in a learning environment, under the guidance of a teacher
- *Occupational equivalent:* teacher aide/assistant, integration aide/assistant
- Performing a range of basic library transactions, including processing, cataloguing and accessioning books, stocktaking, preparing display materials, using circulation systems, general photocopying and related clerical tasks
- Maintaining, controlling, operating and demonstrating the use of audio-visual equipment, where there is limited complexity, including assisting with audio and video recording
- Maintaining booking and repair/replacement systems for equipment
- Maintaining catalogues of recorded programs in accordance with established routines, methods and procedures
- Maintaining equipment and materials
- Caring for fauna and flora
- Preparing teaching aids under direction
- Preparing standard solutions and less complex experiments
- Assisting students and teachers to use the catalogue and/or locate books and resource materials
- Explaining the function and use of library and library equipment to students
- Under direction, assisting teaching staff to take story groups
- Searching and identifying fairly complex bibliographic material organising inter-library loans
- Answering ready references inquiries
- Operating a wide range of audio-visual or computer equipment
- Demonstrating and explaining the operation of audio-visual, computer and other similar equipment
- Providing technical support to teachers
- Recording materials by means of sound and photographic equipment, etc.

- Evaluating and making recommendations for the purchase of technical or computer equipment
- Implementing measures for proper storage control and handling or disposal of dangerous or toxic substances
- Culturing, preparing for use and being responsible to the relevant manager for the security of bacterial, viral or other like substances
- Ordering supplies and materials
- Within a defined range of contexts, where the choice of actions is clear, maintaining scientific equipment, materials and specimens
- Assisting with the design/demonstration of experiments and scientific equipment, as directed
- *Occupational equivalent:* library assistant, laboratory assistant, technology centre assistant

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

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

(iii) **Wellbeing services grade 1**

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

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

- Performing a range of general clerical, administrative and financial duties at an intermediate level, including utilising a variety of computer applications/programmes,
- Maintenance of records and/or journals including processing and recording related to account reconciliation, invoices, cheques, petty cash, payroll and other financial data
- Performing duties involving the management of mail, record management including archiving, data entry and retrieval
- Assisting with enquiries from students, parents, employees and the general public
- Arranging routine travel bookings and itineraries

➤ *Occupational equivalent:* clerical/administrative assistant, accounts clerk, accounts payable/receivable, receptionist, Registrar's assistant

(v) **Instructional Services grade 2**

- Providing assistance to individuals and/or groups/teams/squads in the areas of music, singing, dance, drama, or sport, under the general supervision of a teacher or an instructional services employee grade 3 or above.
- Assisting with equipment and the preparations for and conducting of rehearsals or training sessions and/or events or performances
- Assisting in the instruction of individual students as part of an extra-curricula instrumental music, singing, dance, drama or similar programme
- Assisting in and training and coaching of individuals and teams in various sporting disciplines.

➤ *Occupational equivalent:* instrumental music or singing assistant tutor or dance, drama, or similar assistant instructor, junior or youth sports assistant or assistant sports coach

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

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

➤ *Occupational equivalent:* non-trade qualified cook, gardener, kitchen assistant, security officer, school bus driver

**B.2.3 Level 3**

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

(a) **Competency**

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

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

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

**(c) Level of supervision**

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

**(d) Training level or qualifications**

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

- (i) completion of a trades certificate or Certificate III;
- (ii) completion of Year 12 or a Certificate II, with relevant work experience; or
- (iii) an equivalent combination of relevant experience and/or education/training. For an instructional services employee (sport) this means having an age relevant community coaching certificate or licence, with relevant coaching or sport discipline specific experience, or entry level advanced junior, youth or senior coaching licence [Football 'C' licence] or equivalent with relevant experience

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

**(e) Typical activities**

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

- Undertaking some responsibility for other employees in the work area
- Providing assistance or guidance to other employees in the work area
- Liaising between the school, the student and the student's family where some discretion and judgment are involved
- Substantial supervision of students in learning activities in a learning environment
- Assisting student learning, where some discretion and judgment is involved, including evaluation and assessment, under the supervision of a teacher, of the learning needs of students
- *Occupational equivalent:* senior teacher's aide, student services co-ordinator
- Undertaking some responsibility for other employees in the work area
- Providing assistance or guidance to other employees in the work area
- Providing technical assistance in the operation of a library, laboratory, or technology centre, where some discretion and judgment are involved
- Preparing descriptive cataloguing for library materials

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

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

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

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

- Undertaking a wide range of secretarial and clerical duties at an advanced level
- Preparing internal and external' publications using relevant computer software e.g. Adobe creative suite, Photoshop

- Assisting with information and communication technology
- Initiating and managing correspondence, which may include confidential correspondence
- Preparing monthly summaries of debtors and creditors ledger transactions with reconciliations
- Managing enquiries from students, parents, employees and the general public
- Entering financial data into computers and preparing financial and management reports for review and authorisation
- Preparing and processing payroll within routines, methods and procedures
- Undertaking bank and ledger reconciliations
- Assisting with preparation of internal and external publications
- Providing administrative support to senior management, including arranging appointments, diaries and preparing both confidential and general correspondence
- Preparing government and statutory authority returns for authorisation
- *Occupational equivalent:* administration assistant, office supervisor, accounts clerk, finance officer, payroll officer, school secretary (small school), ICT technician

(iv) **Instructional Services grade 3**

- Instructing individual students and groups as part of an extra-curricula instrumental music, singing, dance, drama or similar programme
- Training and coaching of individuals and teams in various sporting disciplines, including developing sports training sessions and programmes for individuals and/or teams/squads in various sporting disciplines
- Supervising instructional services employees (grades 1 and/or 2)
- *Occupational equivalent:* instrumental music or singing tutor or dance, drama, or similar instructor, junior or youth sports coach

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

- Performing general maintenance work which includes the use of trade accredited skills in areas such as carpentry, plumbing or electrical services
- Control and responsibility for the maintenance of gardens, sports grounds and/or facilities which includes the use of accredited trade skills in areas such as horticulture, gardening or in the maintenance of sports grounds
- Responsibility for operating the school canteen, uniform shop or book shop, including supervision of employees and volunteers
- Cooking duties including a la carte cooking, baking, pastry cooking or butchery
- Responsibility for operating, maintaining and adjusting turf machinery, as appropriate
- Cleaning and inspecting machinery after each use, reporting any problems to the appropriate manager

- In trades positions, applying the skills taught in a trades certificate or Certificate III, including performance of a range of construction, maintenance and repair tasks, using precision hand and power tools and equipment. In some cases this will involve familiarity with the work of other trades or require further training.
- Performing a range of security duties, including patrols, alarm responses, emergency procedures and preparing incident reports
- Responsibility for the security and basic maintenance of school property

➤ *Occupational equivalent:* tradesperson, retail function co-ordinator, security officer, caretaker

#### **B.2.4 Level 4**

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

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

Competency at this level involves the application of knowledge with depth in some areas and a broad range of skills. There is a wide variety of tasks and roles in a variety of contexts. There is complexity in the ranges and choice of actions required. Some tasks may require limited creative, planning or design functions. Competencies are normally used within a variety of routines, methods and procedures. Discretion and judgment are required for self and/or others in planning, selection of equipment, work organisation, services, actions and achieving outcomes within time constraints.

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

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

##### **(c) Level of supervision**

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

##### **(d) Training level or qualifications**

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

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

(v) an equivalent combination of relevant experience and/or education/training. For an instructional services employee (sport) this means generally having entry level advanced youth or senior coaching licence [Football 'C' Licence] or equivalent plus relevant coaching and/or other sporting discipline specific experience

**(e) Typical activities**

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

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

➤ *Occupational equivalent:* senior technician in a library, laboratory or technology centre, careers placement officer

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

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

➤ *Occupational equivalent:* childcare assistant

**(iii) Wellbeing services grade 2A (non-graduate staff – minimum, usually diploma, qualifications)**

- Providing support and guidance to students
- Providing welfare services to students

➤ *Occupational equivalent:* youth/student welfare officer, youth worker, school chaplain, counsellor

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

- Responsibility for the smooth and efficient financial administration of a small school
- Responsibility for both secretarial and financial administration of a school office in a small school
- Using computer software packages, including desktop publishing, database and/or web software, at an advanced level
- Planning and setting up spreadsheets and database applications
- Initiating and handling correspondence, which may include confidential correspondence
- Calculating and maintaining wage and salary records for a large payroll utilising a variety of routines, methods and procedures

- Applying inventory and purchasing control procedures
- Preparing monthly summaries of debtors and creditors ledger transactions with reconciliations
- Controlling the purchasing and storage for a discrete function
- Supervising and maintaining hardware and software components of a computer network, with appropriate support for users
- Preparing complex financial and administrative systems
- Undertaking responsibility for the co-ordination and ongoing management of fundraising activities or special projects where an advanced level of clerical and administrative skill is required

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

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

- Performing specialised cooking, butchery, baking pastry and the supervision of the operation
- Responsibility for planning, scheduling and supervising of all aspects of gardening maintenance
- Deputising for the manager if absent, including undertaking all duties
- In trades positions, working on complex engineering or interconnected electrical circuits and/or exercising high precision trades skills using various materials and/or specialised techniques

➤ *Occupational equivalent:* grounds and maintenance supervisor, property supervisor (small school) advanced tradesperson, head grounds-person (medium to large school)

(vi) **Instructional services grade 4**

- Instructing individual students and groups as part of an extra-curricula instrumental music, dance, drama, choir or similar programme
- Preparing, singing, dance, drama or similar students and lower grade instrumental music students for external examination in their discipline as part of an extra-curricula program
- Training and coaching of individuals and teams in various sporting disciplines

➤ *Occupational equivalent:* instrumental music or singing tutor, or dance or drama instructor or similar; junior or youth sports coach

#### **B.2.5 Level 5**

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

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

Competency at this level involves self-directed application of knowledge with substantial depth in some areas. A range of technical and other skills are applied to roles and functions in both varied and highly specific contexts. Competencies are normally used independently and both routinely and non-routinely.

Discretion and judgment are required in planning and selecting appropriate equipment, service techniques and work organisation for self and/or others.

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

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

**(c) Level of supervision**

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

**(d) Training level or qualifications**

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

- (i) completion of a degree without subsequent relevant work experience;
- (ii) completion of an advanced diploma qualification and at least one year's full-time equivalent subsequent relevant work experience;
- (iii) completion of a diploma qualification and at least two years' full-time equivalent subsequent relevant work experience;
- (iv) completion of a Certificate IV and extensive relevant work experience;
- (v) completion of a post-trades certificate and extensive (typically more than two years) relevant experience as a technician; or
- (vi) an equivalent combination of relevant experience and/or education/training. For an instructional services employee (sport) this means generally having advanced level licence [Football 'C' Licence and upwards] and relevant coaching and/or other sporting discipline specific experience

**(e) Typical activities**

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

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

➤ *Occupational equivalent:* professional assistant, librarian

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

- Responsibility, in consultation with the director or the director's nominee, for the preparation, implementation and evaluation of a developmentally appropriate program for individual children or groups of children in care
- Responsibility for the direction and general supervision of lower level employees
- Ensuring a safe environment is maintained for children and employees

- Ensuring that records are maintained accurately for each child in the employee's care
- Developing, implementing and evaluating daily care routines
- Ensuring adherence to the policies and procedures
- Liaising with families
- *Occupational equivalent:* childcare assistant;

(iii) **Wellbeing services grade 2B (Graduate staff)**

- Providing support and guidance to students
- Providing welfare services to students
- *Occupational equivalent:* youth (social) worker, school chaplain, counsellor, or therapist with relevant degree (see subclause 15.2 for progression).

(iv) **Nursing Services grade 1**

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

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

- Applying theoretical knowledge, at degree level, in a straightforward way, in professional positions
- Providing designated support to senior management and associated committees concerning designated aspects of school management
- Overseeing the operations of the school's office and other administrative activities
- Ensuring deadlines and targets are met
- Preparing the accounts of the school to operating statement stage and assisting in the formulating of period and year end entries
- Performing information technology tasks requiring professional qualifications involving analysis, design or computation and drawing upon advanced techniques and methods
- *Occupational equivalent:* human resources officer, office supervisor (large school), school development officer, accountant, marketing and/or communications officer, ICT officer (see subclause 15.2 for progression)

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

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

(vii) **Instructional services grade 5**

- Preparing higher level instrumental music students for external examination in their discipline as part of an extra-curricula program

- Coaching and training high level open age group sporting teams for external competition
  - *Occupational equivalent:* senior music tutor, senior sports coach, senior trainer

**B.2.6 Level 6**

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

**(a) Competency**

- (i) Competency at this level involves the development and application of professional knowledge in a specialised area/s and utilising a broad range of skills. Competencies are normally applied independently and are substantially non-routine.
- (ii) Competency at this level involves the delivery of professional services within defined accountability levels. Employees may operate individually or as a member of a team.
- (iii) Significant discretion and judgment is required in planning, designing professional, technical or supervisory functions related to services, operations or processes.
- (iv) Employees are expected to plan their own professional development and such increased knowledge, relevant to the position held, will be applied to the work situation.
- (v) Perform work assignments guided by policy, precedent, professional standards and managerial or technical expertise. Employees would have the latitude to develop or redefine procedure and interpret policy so long as other work areas are not affected. In technical and administrative areas, have a depth or breadth of expertise developed through extensive relevant experience and application.

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

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

**(c) Level of supervision**

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

**(d) Training level or qualifications**

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

- (i) a degree with subsequent relevant experience. Generally, this means having a minimum of 4-6 years of full time equivalent experience after graduation in their field (see also subclause 15.2) and, where required, having relevant professional registration in their field;
- (ii) extensive experience and specialist expertise or broad knowledge in technical or administrative fields; or
- (iii) an equivalent combination of relevant experience and/or education/training. For an instructional services employee (sport) this means generally having a Football B or A Licence

or Football Conditioning Licence or Pro Diploma, or equivalent and relevant coaching and/or other sporting discipline specific experience.

(e) **Typical activities**

(i) **Preschool/childcare services grade 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 occupational health and safety, program planning, staff training
- Taking responsibility for the day-to-day management of the facility in the temporary absence of the director and for management and compliance with all licensing and all statutory and quality assurance issues
- 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

➤ *Occupational equivalent:* operating as the assistant director, or co-ordinator

(ii) **Wellbeing services grade 3**

- Providing guidance and counselling, within defined accountabilities
- Providing specialist health services and/or therapy services to students
- Involvement in student welfare, as appropriate
- Assisting in co-ordinating wellbeing services within the School and externally, as appropriate

➤ *Occupational equivalent:* counsellor, speech therapist or occupational therapist

(iii) **Nursing services grade 2**

- Providing health counselling, health education and acting in a resource capacity to the School community, in addition to providing primary care with its associated administrative duties

➤ *Occupational Equivalent:* Nurse Health Educator

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

- Operating and being responsible for a structurally and/or operationally defined section
- Providing professional advice to students and employees on the employee's area of expertise
- Responsibility for professional development of other employees
- Contributing to operational and strategic planning in the area of responsibility

- *Occupational equivalent:* public relations manager/director, school development manager, IT manager small/medium school, school accountant (generally having at least 6 years full time accounting experience)
- (v) **School operational services grade 6**
  - Managing a range of functions
  - *Occupational equivalent:* property manager (large school)
- (vi) **Instructional services grade 6**
  - Conducting and co-ordinating a school's choirs, bands, musical ensembles, or dance groups or more than one of these areas
  - managing and delivering the full, or a substantial part of, the coaching/training programme for one or more sporting disciplines
  - Supervising and training other instructing or coaching staff and managing performing arts or sporting facilities on a day-to-day basis
  - *Occupational equivalent:* band or choir master, co-ordinator of extra-curricular dance programme, head coach, senior coaching trainer and assessor having relevant qualifications

#### **B.2.7 Level 7**

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

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

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

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

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

##### **(c) Level of supervision**

Broad direction. May manage other employees including general employees.

##### **(d) Training level or qualifications**

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

- (i) a degree with at least four - six years of subsequent relevant experience and, where required, having relevant professional registration in their field;
- (ii) extensive experience and management expertise in technical or administrative fields; or
- (iii) an equivalent combination of relevant experience and/or education/training.

**(e) Typical activities**

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

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

➤ *Occupational equivalent: childcare centre director*

**(ii) Wellbeing services grade 4**

- Providing specialist health, counselling and/or therapy services to students; and
- Managing counselling or therapy services with more than one, counsellor, or therapist under supervision, including directing the activities of other counsellors, or therapists; or
- Providing specialist psychology services at an advanced level

➤ *Occupational equivalent: head of school counselling, senior therapist;*

**(iii) Nursing services grade 3**

- 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; and
- being in charge of or directing the activities of other registered nurses

➤ *Occupational Equivalent: Senior Nurse Health Educator; Nurse in Charge*

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

- Preparing advice, reports, proposals or submissions, using a high level of expertise, for the senior executives of the school and/or outside bodies

- Providing financial advice to the principal, business manager, or head of a Board finance committee
- Managing the school's financial system
- Performing information technology tasks requiring professional qualifications involving analysis, design or computation and drawing upon advanced techniques and methods at an advanced level

➤ *Occupational equivalent:* information technology manager (medium/medium-large school), assistant bursar/business manager (medium/medium-large school), school accountant having at least 8 years full time equivalent accounting experience

#### **B.2.8 Level 8**

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

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

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

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

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

##### **(c) Level of supervision**

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

##### **(d) Training level or qualifications**

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

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

##### **(e) Typical activities**

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

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

(ii) **Wellbeing services grade 5**

- Providing specialist health, counselling and/or therapy services to students; and
- being responsible for the co-ordination, administration and management of a multi-disciplinary health and wellbeing service involving a team of health professionals, usually in a large school

➤ *Occupational equivalent: manager of health and wellbeing services*

(iii) **Nursing Services Grade 4**

- 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; and
- being responsible for the co-ordination, administration and management of the School's multi-disciplinary health and wellbeing service involving a team of health professionals, usually in a large school.

➤ *Occupational equivalent: nurse in charge of a (multi-employee, multi-disciplinary) health service; nurse manager of health and wellbeing services*

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

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

➤ *Occupational equivalent: information technology manager (large school), assistant bursar/business manager (large school), or bursar or business manager covered by this Agreement*

## Schedule C— Individual Flexibility Agreements

**C.1** An employer and employee covered by this enterprise agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the agreement if:

- (a) the agreement deals with 1 or more of the following matters:
  - (i) arrangements about when work is performed;
  - (ii) overtime rates;
  - (iii) penalty rates;
  - (iv) allowances;
  - (v) leave loading; and
- (b) the arrangement meets the genuine needs of the employer and employee in relation to 1 or more of the matters mentioned in paragraph (a); and
- (c) the arrangement is genuinely agreed to by the employer and employee without coercion or duress.

**C.2** An individual flexibility arrangement may only be made after the individual employee has commenced employment with the employer.

**C.3** An employer who wishes to initiate the making of an individual flexibility arrangement must:

- (a) give the employee a written proposal; and
- (b) if the employer is aware that the employee has, or should reasonably be aware that the employee may have, limited understanding of written English, take reasonable steps to ensure that the employee understands the proposal.

**C.4** If the employer proposes to enter into an individual flexibility arrangement with an employee, the employer must meet with the employee to discuss the proposal prior to entering the individual flexibility arrangement if the employee requests such a meeting.

**C.5** The employer must ensure that the terms of 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, is signed by a parent or guardian of the employee; and
- (d) includes details of:
  - (i) the terms of the enterprise agreement that will be varied by the arrangement; and
  - (ii) how the arrangement will vary the effect of the terms; and
  - (iii) how the employee will be better off overall in relation to the terms and conditions of his or her employment as a result of the arrangement; and
- (e) states the day on which the arrangement commences; and describes how the individual flexibility arrangement can be terminated.

- C.6** The employer must give the employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.
- C.7** The employer or employee may terminate the individual flexibility arrangement:
  - (a) at any time, by agreement in writing between the employer and the employee; or
  - (b) by the employer or the employee giving 28 days written notice to the other party.
- C.8** An individual flexibility arrangement terminated in accordance with the above clause ceases to have effect at the end of the period of notice required under that clause.
- C.9** The employer or employee may use the dispute settlement procedure in this enterprise agreement to deal with disputes that may arise concerning the matters dealt with in the individual flexibility arrangement.

*Note: In addition to this clause, the National Employment Standards of the Fair Work Act 2009 give some employees the right to request flexible working arrangements in certain circumstances.*

## Schedule D— Consultation and Redundancy Pay

### **D.1 Employer to notify**

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

### **D.2 Employer to discuss change**

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

### **D.3 Redundancy pay scale**

The provisions of this clause only apply to a school if it employs 15 or more employees immediately before the termination of employment of an employee or employees due to redundancy. Where the employment of an employee is to be terminated, subject to further order of the Fair Work Commission, the School shall pay the severance pay set out in the redundancy pay scales below in respect of a continuous period of service. The redundancy pay scales apply to full and part time employees, subject to the provisions of sections 120 – 123 inclusive of the Act.

- (a) If an employee is under 45 years of age, the School shall pay in accordance with the following scale:

<u>Years of Service</u>	<u>Entitlement (No. of weeks pay)</u>
Less than 1 year	Nil
1 year and less than 2 years	4 weeks
2 years and less than 3 years	7 weeks

3 years and less than 4 years	10 weeks
4 years and less than 5 years	12 weeks
5 years and less than 6 years	14 weeks
6 years and over	16 weeks

(b) 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>Entitlement (No. of weeks pay)</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

'Weeks Pay' means the weekly rate of pay for the employee concerned at the date of termination (which in the case of an employee whose pay is averaged means the averaged or "all purpose" weekly rate of pay), and shall include, in addition to the weekly rate of pay, over agreement payments, shift penalties and allowances, paid for functions performed, provided for in this Agreement.

#### **D.4 Proposed Introduction of Changes to Regular Rosters or Ordinary Hours of Work**

- (a) The School will consult with employees about proposed changes to their regular roster (if any) or ordinary hours of work.
- (b) Affected employees may be represented for the purposes of consultation under this subclause D.4.2. References in this sub clause to affected employees includes references to their representatives (e.g. the IEU) if any.
- (c) For the purposes of this sub clause, the School will:
  - (i) discuss with affected employees the proposed introduction of the change;
  - (ii) provide to the affected employees information about the change;
  - (iii) invite the affected employees to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities); and
  - (iv) consider any views that are given by the affected employees.

**D.4.1** However, the School is not required to disclose confidential or commercially sensitive information to the affected employees.

## **Schedule E— Dispute Resolution**

### **E.1 General**

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

### **E.2 Discussion within School**

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

### **E.3 Process of Mediation**

If the parties choose to participate in mediation:

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

**E.4 Process of Conciliation**

During the conciliation the Fair Work Commission may:

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

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

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

**E.6 Representatives**

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

## Schedule F—Apprentices

### **F.1      Apprentices**

- (a) An apprentice means any person employed and registered in the form prescribed by the relevant State Apprenticeship Authority. Traineeships are not covered by this Schedule and therefore are classified and paid according to the applicable salary and classification for the role performed.
- (b) For the purposes of this Agreement, an apprentice is an employee who is engaged under a Training Agreement registered by the relevant State or Territory Training or apprenticeship Authority, where the qualification outcome specified in the Training agreement is a relevant qualification from a Training Package endorsed by the National Training Framework Committee.
- (c) An apprentice will also include an employee who is engaged under a Training Agreement or Contract of Training for an apprenticeship declared or recognised by the relevant State or Territory Training or Apprenticeship Authority.
- (d) Subject to appropriate State legislation, an employer must not employ an unapprenticed junior in a trade provided for in this Agreement.
- (e) In order to undertake trade training in accordance with F.1 a person must be a party to a contract of apprenticeship training or training agreement in accordance with the requirements of the relevant Apprenticeship authority or State legislation. The employer must provide access to training consistent with the contract or training agreement without loss of pay.
- (f) An apprentice who attends a Registered Training Organisation (RTO) must be reimbursed by their employer for all training fees and the costs of all prescribed textbooks (excluding those textbooks which are available in the employer's technical library) paid by the apprentice in respect of any course prescribed, at the end of each term, unless there is unsatisfactory progress. An employer may meet its obligation by paying any fees and/or cost of textbooks directly to the RTO.
- (g) The probationary period of an apprentice must be as set out in the training agreement or contract of apprenticeship consistent with the requirements of the Apprenticeship Authority or State legislation but must not exceed three months.
- (h) An apprentice who is under 21 years of age on completion of their apprenticeship and who is employed in the occupation to which they were apprenticed will be paid not less than the adult rate prescribed for that classification.
- (i) Except as provided in this schedule or where otherwise stated all conditions of employment specified in this Agreement will apply to apprentices.
- (j) No apprentice under the age of 18 years will be required to work overtime unless they request to work overtime. An apprentice must not work or be required to work overtime at times which would prevent their attendance at technical school as required by this Agreement or by State legislation.
- (k) No apprentice under the age of 18 years will be employed on any shift other than day shift. An apprentice over the age of 18 years, by mutual agreement may be required to work on an afternoon shift provided such shiftwork does not prevent their attendance at technical school as required by this Agreement or by State legislation.
- (l) An apprentice must not work under any system of payment by results.
- (m) An employer must allow an apprentice to take time off during working hours to attend available classes. In order to be entitled to the time off the apprentice must produce a card showing the employee's attendance at school for the period.

- (n) The provisions of this schedule will be read in conjunction with any state legislation or regulation relating to apprentices.
- (o) Provisions of any State legislation or regulation relating to the attendance of apprentices at technical school during ordinary working hours or to disciplinary powers of Apprenticeship Authorities over apprentices and employers are deemed not to be inconsistent with this Agreement.
- (p) Apprentices are entitled to the NES, as supplemented by this Agreement, except with respect to Redundancy pay.
- (q) The ordinary hours of work of apprentices must not exceed those of the tradespersons employed under this Agreement.
- (r) The number of apprentices that may be employed by an employer at any time in the said trade or trades must not exceed the proportion of one apprentice for each individual tradesperson employed by the employer in such trade.
- (s) Where an apprentice is required to attend block release training for training identified in or associated with their training contract, and such training requires an overnight stay, the employer must pay for the excess reasonable travel costs incurred by the apprentice in the course of travelling to and from such training. Provided that this clause will not apply where the apprentice could attend an alternative Registered Training Organisation (RTO) and the use of the more distant RTO is not agreed between the employer and the apprentice.
- (t) For the purposes of subclause G.1.19, excess reasonable travel costs include the total costs of reasonable transportation (including transportation of tools where required) accommodation costs incurred while travelling (where necessary) and reasonable expenses incurred while travelling, including meals, which exceed those incurred in travelling to and from work. For the purposes of this subclause, excess travel costs do not include payment for travelling time or expenses incurred while not travelling to and from block release training.
- (u) The amount payable by an employer under subclause G.1.19 may be reduced by an amount the apprentice is eligible to receive for travel costs to attend block release training under a Government apprentice assistance scheme. This will only apply if an apprentice has either received such assistance or their employer has advised them in writing of the availability of such assistance.
- (v) Time spent by an apprentice in attending any training and/or assessment specified in, or associated with, the training contract is to be regarded as time worked for the employer for the purposes of calculating the apprentice's wages and determining the apprentice's employment conditions. This subclause operates subject to the provisions of subclause **G.2 – School Based Apprentices** of this Schedule F.

#### **F.2 School-based Apprentices**

- (a) A school-based apprentice is a person who is undertaking an apprenticeship in accordance with this schedule while also undertaking a course of secondary education.
- (b) A school-based apprenticeship may be undertaken in the trades covered by this Agreement under a training agreement or contract of training for an apprentice declared or recognised by the relevant State or Territory authority.
- (c) The relevant minimum wages for full-time junior and adult apprentices provided for in this Agreement, calculated hourly, will apply to school-based apprentices for total hours worked including time deemed to be spent in off-the-job training.

- (d) For the purposes of clause A.1(c), where an apprentice is a full-time school student, the time spent in off-the-job training for which the apprentice must be paid is 25% of the actual hours worked each week on-the-job. The wages paid for training time may be averaged over the semester or year.
- (e) A school-based apprentice must be allowed, over the duration of the apprenticeship, the same amount of time to attend off-the-job training as an equivalent full-time apprentice.
- (f) For the purposes of this schedule, off-the-job training is structured training delivered by a Registered Training Organisation separate from normal work duties or general supervised practice undertaken on the job.
- (g) The duration of the apprenticeship must be as specified in the training agreement or contract for each apprentice but must not exceed six years.
- (h) School-based apprentices progress through the relevant wage scale at the rate of 12 months progression for each two years of employment as an apprentice, or at the rate of competency-based progression, if provided for in this Agreement.
- (i) The apprentice wage scales are based on a standard full-time apprenticeship of four years (unless the apprenticeship is of three years duration) or stages of competency-based progression (if provided for in this Agreement). The rate of progression reflects the average rate of skill acquisition expected from the typical combination of work and training for a school-based apprentice undertaking the applicable apprenticeship.
- (j) If an apprentice converts from school-based to full-time, the successful completion of competencies (if provided for in this Agreement) and all time spent as a full-time apprentice will count for the purposes of progression through the relevant wage scale in addition to the progression achieved as a school-based apprentice.
- (k) School-based apprentices are entitled pro rata to all of the other conditions in this Agreement.

## Schedule G – Annual Leave

### G.1 Sample Agreement to Take Annual Leave in Advance – subclause 32.3

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

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

#### The employer and employee agree that:

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

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

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

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

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

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

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

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

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

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

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

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

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

## G.2 Cashing Out Annual Leave –

### Sample Agreement to Cash Out Annual Leave – subclause 31.5

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**G.3      Direction by Employer to take Leave where Excessive Leave Accruals – subclause 31.6**

- (a) If an employer has genuinely tried to reach agreement with an employee under clause 31.6 but agreement is not reached (including because the employee refuses to confer) the employer may direct the employee in writing to take one or more periods of paid annual leave.
- (b) However, a direction by the employer under paragraph (a):
  - (i) is of no effect if it would result at any time in the employee's remaining accrued entitlement to paid annual leave being less than 6 weeks when any other paid annual leave arrangements (whether made under clause 3, 5 or 32.6 or otherwise agreed by the employer and employee) are taken into account;
  - (ii) must not require the employee to take any period of paid annual leave of less than one week;
  - (iii) must not require the employee to take a period of paid annual leave beginning less than 8 weeks, or more than 12 months, after the direction is given; and
  - (iv) must not be inconsistent with any leave arrangement agreed by the employer and employee.
- (c) The employee must take paid annual leave in accordance with a direction under paragraph (a) that is in effect.
- (d) An employee to whom a direction has been given under paragraph (a) may request to take a period of paid annual leave as if the direction had not been given.

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

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

#### **G.4 Request by Employee for Leave where Excessive leave accruals— subclause 31.6**

- (a) This provision comes into operation from 29 July 2017 or the date of approval of this Agreement by the Fair Work Commission, whichever is later.
- (b) If an employee has genuinely tried to reach agreement with an employer under clause 32.6(b) but agreement is not reached (including because the employer refuses to confer) the employee may give a written notice to the employer requesting to take one or more periods of paid annual leave.
- (c) However, an employee may only give a notice to the employer under paragraph (b) if:
  - (i) the employee has had an excessive leave accrual for more than 6 months at the time of giving the notice; and
  - (ii) the employee has not been given a direction under subclause **H.3 of Schedule G - Direction by Employer to Take Leave where Excessive Leave Accrual** that, when any other paid annual leave arrangements (whether made under subclause 31.5, 31.6 and/or this **Schedule G.4** or otherwise agreed by the employer and employee) are taken into account, would eliminate the employee's excessive leave accrual.
- (d) A notice given by an employee under paragraph (b) must not:
  - (i) if granted, result in the employee's remaining accrued entitlement to paid annual leave being at any time less than 6 weeks when any other paid annual leave arrangements (whether made under subclause 31.5, 31.6 and/or this **Schedule G.4** or otherwise agreed by the employer and employee) are taken into account; or
  - (ii) provide for the employee to take any period of paid annual leave of less than one week; or
  - (iii) provide for the employee to take a period of paid annual leave beginning less than 8 weeks, or more than 12 months, after the notice is given; or
  - (iv) be inconsistent with any leave arrangement agreed by the employer and employee.
- (e) An employee is not entitled to request by a notice under paragraph (b) more than 4 weeks' paid annual leave in any period of 12 months.
- (f) The employer must grant paid annual leave requested by a notice under paragraph (b).

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

School Name	Legal Proprietor
Arise Christian College	Maitland Christian School Ltd
Belmont Christian College	Belmont Christian College Limited
Brewarrina Christian School	Melos Education Limited
Burrabadine Christian Community School	Burrabadine Christian Community School Incorporated
Casino Christian School	The Presbyterian Church (NSW) Property Trust for Casino Presbyterian Church
Cedars Christian College	Cedars Christian College Ltd
Cedars Christian College - Aspire	Cedars Christian College Ltd
Charlton Christian College	Christian Education Foundation Ltd
Coast Christian School	Coast Christian School Limited
Dubbo Christian School	Berakah Christian Education Ltd
Green Point Christian College	Melos Education Limited
Greenacre Christian College	Melos Education Limited
Hinterland Christian College	Summerland Christian Life Centre Ltd
HopePoint Christian School	HopePoint Christian School Limited
Liberty College	Liberty Church Inc
Maitland Christian School	Maitland Christian School Ltd
MidCoast Christian College	Taree Christian Community School Limited
Moree Christian School	Melos Education Limited
Nambucca Valley Christian Community School	The Presbyterian Church (New South Wales) Property Trust
Ngarra Christian College	Norwest Christian College Limited
Northcross Christian School	Northcross Limited
Norwest Christian College	Norwest Christian College Limited
Nowra Christian School	Nowra Baptist Church Christian School Ltd
Orange Christian School	Orange Christian Schools Ltd
Parkes Christian School	Parkes Christian School Ltd

School Name	Legal Proprietor
Penrith Christian School	Penrith Christian School
Regents Park Christian School	Christian Community School Limited
Snowy Mountains Christian School	Snowy Mountains Christian School Limited
St Andrew's Christian School	The Presbyterian Church (New South Wales) Property Trust for St Andrew's Christian School
St George Christian School	St George Christian School Ltd
Summerland Christian College	Summerland Christian Life Centre Ltd
Toongabbie Christian College	Toongabbie Christian College Ltd
Verity Christian College	Verity Christian College Incorporated
Wellington Christian School	The Christian Parent-Controlled School Wellington Ltd
Wyong Christian Community School	Wyong Christian Community School Limited
Yanginanook School	Melos Education Limited
Yattalunga Valley Christian School	Melos Education Limited

## Signing Page

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EXECUTED as an agreement on 18 November 2025

SIGNED for and on behalf of Maitland )  
Christian School Ltd, trading as Arise )  
Christian College by an authorised )  
representative in the presence of )

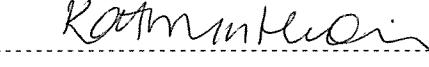


-----  
Signature of authorised representative

Kathleen Moran

-----  
Name of representative

64 Tarragon Way Chisholm NSW 2322

  
-----  
Signature of witness

Kath Hiron

Address of representative

Secretary

-----  
Name of witness (print)

Office held

## Signing Page

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EXECUTED as an agreement on 18 November 2025

**SIGNED** for and on behalf of Belmont )  
Christian College Limited, trading as )  
Belmont Christian College by an )  
authorised representative in the )  
presence of )



Signature of authorised representative

Sharon Odette Sopher

---

Name of representative



Signature of witness

Sarah Bell

---

65 John Fisher Rd Belmont North NSW

Address of representative

Principal

---

Name of witness (print)

Office held

**Signing Page**

---

EXECUTED as an agreement on 10/11/25

SIGNED for and on behalf of **Brewarrina Christian School Limited** trading as **Brewarrina Christian School** by an authorised representative in the presence of



Signature of authorised representative

Amber Erasmus

Name of representative



Signature of witness

8584 ARTHUR HAIL VC WAY  
GONGOLTON  
NSW 2250

Cora Gordon

Name of witness (print)

PRINCIPAL

Office held

**Signing Page**

**EXECUTED** as an agreement on 18/11/2025

**SIGNED** for and on behalf of Burrabadiene Christian Community School Limited, trading as Burrabadiene Christian Community School by an authorised representative in the presence of



Signature of authorised representative



Name of representative



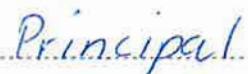
2830

Address of representative



Signature of witness

Name of witness (print)



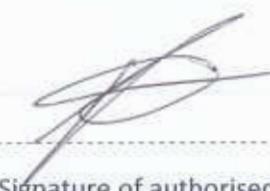
Office held

## Signing Page

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EXECUTED as an agreement on 18 November 2025

**SIGNED** for and on behalf of The )  
Presbyterian Church (New South Wales) )  
Property Trust for Casino Presbyterian )  
Church, trading as Casino Christian )  
School by an authorised representative  
in the presence of )



Signature of authorised representative

Arie Bongers

-----  
Name of representative

24 Fig Tree Drive Casino NSW 2470

-----  
Signature of witness

-----  
Erin Stevenson

-----  
Name of witness (Print)

Address of representative

Business Manager

Office held

## Signing Page

---

**EXECUTED** as an agreement on 18 November 2025

**SIGNED** for and on behalf of Cedars )  
Christian College Ltd trading as Cedars )  
Christian College and Cedars Christian )  
College - Aspire by an authorised )  
representative in the presence of



Signature of authorised representative

Michael Ramsey

Name of representative

74 Waples Road, Unanderra NSW 2526

Address of representative

Director

Office held



Signature of witness

Craig Dean

Name of witness (print)

## Signing Page

EXECUTED as an agreement on 18 November 2025

SIGNED for and on behalf of Christian )  
Education Foundation Ltd, trading as )  
Charlton Christian College by an )  
authorised representative in the )  
presence of )



Signature of authorised representative



Name of representative



Signature of witness

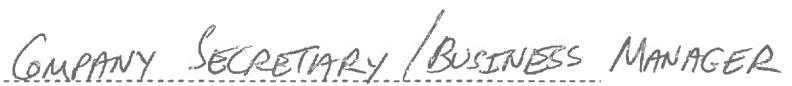


Name of witness (print)



Address of representative

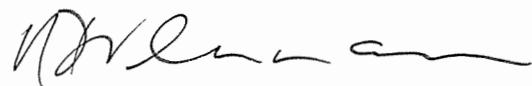
Office held



## Signing Page

EXECUTED as an agreement on 18<sup>th</sup> November, 2025

**SIGNED** for and on behalf of Coast Christian School Limited trading as Coast Christian School by an authorised representative in the presence of



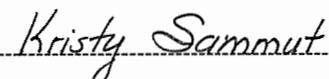
Signature of authorised representative



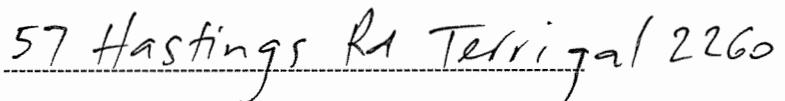
Name of representative



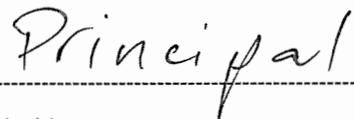
Signature of witness



Name of witness (print)



Address of representative



Office held

## Signing Page

EXECUTED as an agreement on 18 November 2025

**SIGNED** for and on behalf of Berakah Christian Education Ltd, trading as Dubbo Christian School by an authorised representative in the presence of Beryl Cosier



Signature of authorised representative

Paul Arundell

Name of representative



Signature of witness

141 Sherrabyn Road, Dubbo NSW 2830

Address of representative

Beryl Cosier

Name of witness (print)

Principal

Office held

## Signing Page

---

EXECUTED as an agreement on Thursday 19 November 2025

SIGNED for and on behalf of Melos )  
Education Ltd, trading as Green point )  
Christian College by an authorised )  
representative in the presence of )



Signature of authorised representative

BRENDAN WOOD

---

Name of representative



Signature of witness

JOEL VAN BENTUM

15 RICHARDS CLOSE BENTONRA NSW  
2081

Address of representative

BUSINESS MANAGER

---

Name of witness (print)

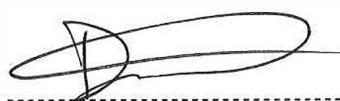
Office held

## Signing Page

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**EXECUTED** as an agreement on 18/11/2025

**SIGNED** for and on behalf of **Greenacre** )  
**Baptist Christian Community School** )  
**Limited**, trading as **Greenacre Christian** )  
**College** by an authorised representative )  
in the presence of )



Signature of authorised representative

DAVID LOON

Name of representative

Susan

Signature of witness

SUSAN KUSCH.

Name of witness (print)

BUSINESS MANAGER

Office held

42 EUCALYPTUS ST, LIDCOMBE NSW 2141

Address of representative

## Signing Page

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## Signing Page

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**EXECUTED** as an agreement on 18 November 2025

**SIGNED** for and on behalf of )  
Summerland Christian Life Centre  
trading as Hinterland Christian )  
College by an authorised )  
representative in the presence of )



-----  
Signature of authorised representative

-----  
Hilary Nightingale



-----  
Name of representative

-----  
Signature of witness

PO Box 311, Mullumbimby, NSW, 2482

-----  
Karlene Grinham

-----  
Address of representative

-----  
Name of witness (print)

-----  
Operations Manager

-----  
Office held

## Signing Page

---

EXECUTED as an agreement on 18 November 2025

**SIGNED** for and on behalf of Hopepoint  
Christian School Limited, trading as  
Hopepoint Christian School by an  
authorised representative in the  
presence of Katrina Hilton



Signature of authorised representative

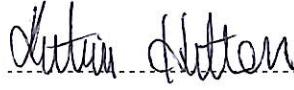
Alex Chow

-----  
Name of representative

19 Gray Spence Cres, West  
Pennant Hill, 2121

-----  
Address of representative

Business Manager



Signature of witness

Katrina Hilton

-----  
Name of witness (print)

Office held

## Signing Page

---

EXECUTED as an agreement on 18 November 2025

SIGNED for and on behalf of Liberty )  
Church Inc., trading as Liberty Church Inc. )  
by an authorised representative in the )  
presence of )



Signature of authorised representative

James Ardill

---

Name of representative

582 Goondoo Goondoo ROAD TAMWORTH 2390

Address of representative

President

---

Signature of witness

Susan West

---

Name of witness (print)

Office held

## Signing Page

---

EXECUTED as an agreement on 18 November 2025

SIGNED for and on behalf of **Maitland Christian School Ltd, trading as Maitland Christian School** by an authorised representative in the presence of )



Signature of authorised representative

Kathleen Moran

-----  
Name of representative

64 Tarragon Way Chisholm NSW 2322

-----  
Signature of witness

Kath Hirons

Address of representative

Secretary

-----  
Name of witness (print)

Office held

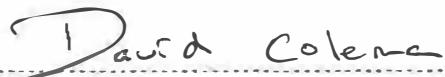
## Signing Page

EXECUTED as an agreement on 18 November 2025

SIGNED for and on behalf of Taree  
Christian Community School Ltd trading  
as MidCoast Christian College by an  
authorised representative in the  
presence of



Signature of authorised representative



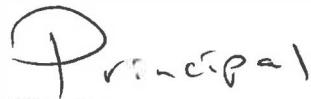
Name of representative



Signature of witness



Name of witness (print)



Office held

423 Koloa Bay Rd TAREE  
NSW 2430

Address of representative

## Signing Page

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**EXECUTED** as an agreement on 18 November 2025

**SIGNED** for and on behalf of **Moree** )  
**Christian School Inc trading as Moree** )  
**Christian School** by an authorised )  
representative in the presence of )



-----  
Signature of authorised representative

Noel Kramer

-----  
Name of representative

409 Chester Street, Moree, NSW, 2400

-----  
Address of representative



-----  
Signature of witness

Carmelle MC Clure

-----  
Name of witness (print)

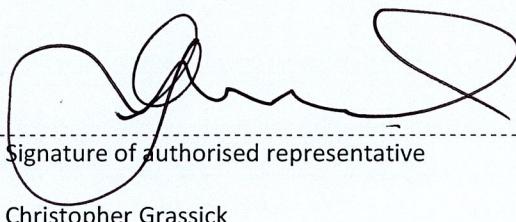
Principal

-----  
Office held

## Signing Page

**EXECUTED** as an agreement on **18 November 2025**

**SIGNED** for and on behalf of The )  
Presbyterian Church (NSW) Property )  
Trust **trading as** Nambucca Valley )  
Christian Community School by an )  
authorised representative in the )  
presence of



Signature of authorised representative

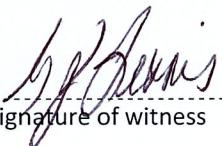
Christopher Grassick

Name of representative

35 Centenary Parade, Nambucca Heads, NSW 2448

Address of representative

Business Manager

  
Signature of witness

Shirleen Ferris

Name of witness (print)

Office held

## Signing Page

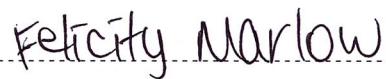
---

**EXECUTED** as an agreement on 18 November 2025

**SIGNED** for and on behalf of Norwest )  
Christian College Limited, trading as )  
Ngarra Christian College by an authorised )  
representative in the presence of )



Signature of authorised representative



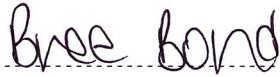
Name of representative



Signature of witness



Address of representative



Name of witness (print)



Office held

## Signing Page

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**EXECUTED** as an agreement on 18 November 2025

**SIGNED** for and on behalf of  
**Northcross Limited trading as**  
**Northcross Christian School** by an  
authorised representative in the  
presence of



---

Signature of authorised representative

---

Catherine Horsburgh

---

Name of representative

---

61-65 Lane Cove Road, Ryde NSW 2112

---

Address of representative

---

Principal

---

Signature of witness

Claudia Moraitis

---

Name of witness (print)

---

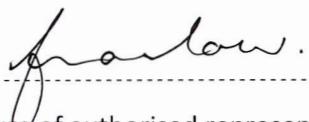
Office held

## Signing Page

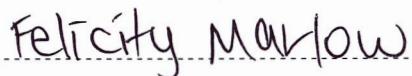
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**EXECUTED** as an agreement on 18 November 2025

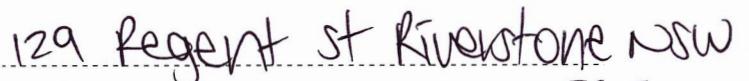
**SIGNED** for and on behalf of Norwest )  
Christian College Limited, trading as )  
Norwest Christian College by an )  
authorised representative in the )  
presence of )



Signature of authorised representative



Name of representative

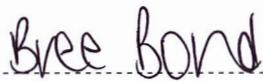


Address of representative

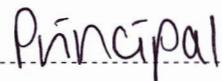
2765



Signature of witness



Name of witness (print)



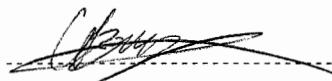
Office held

## Signing Page

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**EXECUTED** as an agreement on 18 November 2025)

**SIGNED** for and on behalf of Nowra )  
Baptist Church Chrismian School LTD, )  
trading as Nowra Christian School by an )  
authorised representative in the )  
presence of



Signature of authorised representative

Chris Bongers

---

Name of representative

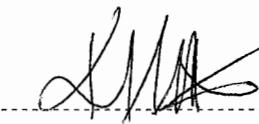
194 Old Southern Road, South Nowra, NSW 2541

---

Address of representative

Business Manager

---



Signature of witness

KARYN HUISMAN

---

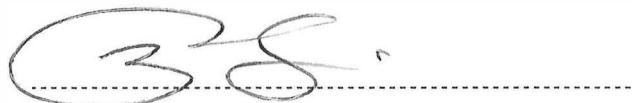
Name of witness (print)

Office held

## Signing Page

**EXECUTED** as an agreement on 19<sup>th</sup> November 2025

**SIGNED** for and on behalf of Orange )  
Christian School Limited, trading as )  
Orange Christian School by an authorised )  
representative in the presence of )



Signature of authorised representative

Yooie Choi

-----  
Name of representative

500 Cecil Road, Orange NSW 2800

-----  
Signature of witness

Melbert Tandang

-----  
Address of representative

Principal

-----  
Name of witness (print)

Office held

## Signing Page

**EXECUTED** as an agreement on 18 November 2025

**SIGNED** for and on behalf of Parkes Christian School Limited, trading as Parkes Christian School by an authorised representative in the presence of

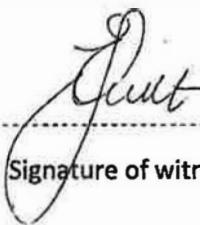
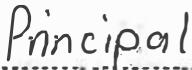


Signature of authorised representative



Name of representative

243 Bock Trundle Rd, Parkes, NSW,  
2870

  
Signature of witness  
Name of witness (print)  
Principal

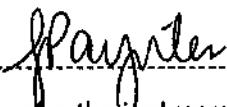
Office held

## Signing Page

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EXECUTED as an agreement on 18 November 2025

SIGNED for and on behalf of Penrith )  
Christian School trading as Penrith )  
Christian School by an authorised )  
representative in the presence of )



Signature of authorised representative

**Geraldine Paynter**

Name of representative

**1 Simeon Road, Orchard Hills NSW 2748**

Address of representative

Signature of witness

**Linda Harrison**

Name of witness (print)

**Principal**

Office held

## Signing Page

---

**EXECUTED** as an agreement on 18 November 2025

**SIGNED** for and on behalf of **Christian )**  
**Community School Limited**, trading as **)**  
**Regents Park Christian School** by an **)**  
authorised representative in the **)**  
presence of **)**



Signature of authorised representative

Mr Cristian Tobar

-----  
Name of representative

2 Holly Avenue Chipping Norton NSW 2170

-----  
Address of representative

General Manager

-----  
Signature of witness

Christopher Hart

-----  
Name of witness (print)

-----  
Office held

Christopher Hart

General Manager

## Signing Page

EXECUTED as an agreement on 18<sup>th</sup> November 2025

**SIGNED** for and on behalf of Snowy Mountains Christian School Limited by an authorised representative in the presence of ) ) )

*Ella Meyer*

Signature of authorised representative

Ella Meyer

-----  
Name of representative

24-28 Baroona Avenue Cooma NSW 2630

*Lucy Gotts*

Signature of witness

Lucy Gotts

Address of representative

Principal

-----  
Name of witness (print)

Office held

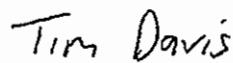
## Signing Page

EXECUTED as an agreement on 19/11/2025

SIGNED for and on behalf of The )  
Presbyterian Church (New South Wales) )  
Property Trust for St Andrew's Christian )  
School, trading as St Andrew's Christian )  
School by an authorised representative )  
in the presence of



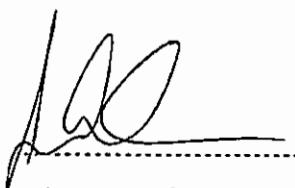
Signature of authorised representative



Name of representative

4 Schonbian Ct, Junction Hill

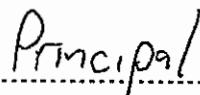
Address of representative NSW, 2460



Signature of witness

JARR VAN BAALEN

Name of witness (print)



Office held

## Signing Page

---

EXECUTED as an agreement on 19 November 2025

SIGNED for and on behalf of **St George** )  
**Christian School Limited** trading as **St**  
**George Christian School** by an )  
authorised representative in the )  
presence of



Signature of authorised representative



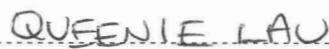
Name of representative



Signature of witness

70 BELLEVUE PDE, HURSTVILLE, NSW 2220

Address of representative



Name of witness (print)



Office held

## Signing Page

EXECUTED as an agreement on 18 November 2025

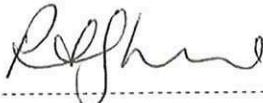
SIGNED for and on behalf of )  
Summerland Christian Life Centre Ltd )  
trading as Summerland Christian )  
College by an authorised representative )  
in the presence of )



Signature of authorised representative



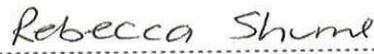
Name of representative



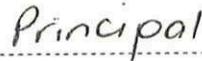
Signature of witness

10 Ethan Place, Goorellabah 2480 NSW

Address of representative



Name of witness (print)



Office held

## Signing Page

**EXECUTED** as an agreement on 18 Nov 2025

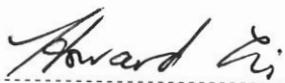
**SIGNED** for and on behalf of )  
Toongabbie Christian College Ltd  
trading as Toongabbie Christian )  
College by an authorised )  
representative in the presence of )



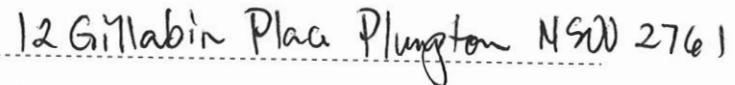
Signature of authorised representative



Name of representative



Signature of witness



Address of representative



Name of witness (print)



Office held

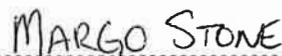
## Signing Page

EXECUTED as an agreement on 19<sup>th</sup> November 2025

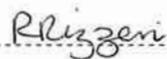
**SIGNED** for and on behalf of Verity )  
Christian College Incorporated trading as )  
Verity Christian College by an authorised )  
representative in the presence of )



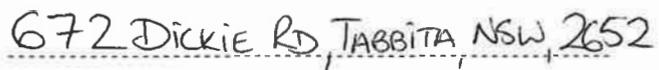
Signature of authorised representative



Name of representative



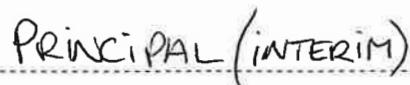
Signature of witness



Address of representative



Name of witness (print)



Office held

## Signing Page

EXECUTED as an agreement on 18 November 2025

**SIGNED** for and on behalf of The Christian Parent-Controlled School Wellington Ltd, trading as Wellington Christian School by an authorised representative in the presence of Beryl Cosier



Signature of authorised representative

Paul Arundell

Name of representative



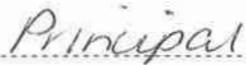
Signature of witness

141 Sheraton Road, Dubbo NSW 2830

Address of representative



Name of witness (print)



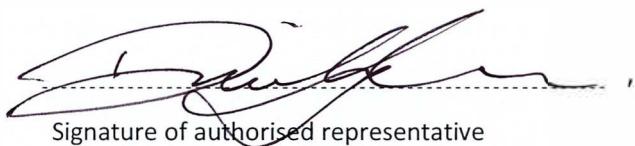
Office held

## Signing Page

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EXECUTED as an agreement on 19<sup>th</sup> November 2025

**SIGNED** for and on behalf of Wyong Christian Community School trading as Wyong Christian Community School Ltd by an authorised representative in the presence of



Signature of authorised representative

DARREN MILLIGAN

Name of representative

419 DICKSONS RD TULLIBY 2259

Address of representative



Signature of witness

SUSAN JOHNSTON

Name of witness (print)

PRINCIPAL

Office held

## Signing Page

**EXECUTED** as an agreement on 7<sup>th</sup> November 2025

**SIGNED** for and on behalf of Yanginanook )  
School, trading as Yanginanook School by )  
an authorised representative in the )  
presence of )



Signature of authorised representative

**Kim Mukuka**

Name of representative

**2/214 Forest Way Belrose NSW 2085**



Signature of witness

Address of representative

**Brooke Russell**

Finance and Operations Manager

Name of witness (print)

Office held

### Signing Page

EXECUTED as an agreement on 18.11.2025

SIGNED for and on behalf of Melos Education Ltd, trading as Yattalunga Valley Christian School by an authorised representative in the presence of Penny Egan



Signature of authorised representative



Name of representative



Signature of witness



Address of representative



Name of witness (print)



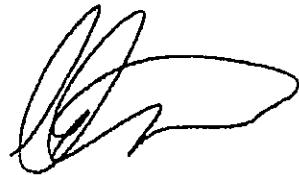
Office held



## Signing Page

EXECUTED as an agreement on 19 November, 2025

**SIGNED** for and on behalf Christian Schools )  
Australia Limited trading as Christian Schools )  
Australia by an authorised representative in )  
the presence of )



Signature of authorised representative

**Catherine Williams**

Unit 14, Level 1, 22-30 Franklin St  
Manuka ACT 2603

Signature of witness

Jenny Harper

Name of witness (print)

Name and address of representative

**Executive Officer – Industrial Relations**

Office held

**SIGNED** as a representative for employees )  
for and on behalf of the **INDEPENDENT** )  
**EDUCATION UNION OF AUSTRALIA** )  
NSW/ACT Branch by an authorised person in )  
the presence of )



Signature of authorised officer



Signature of witness



Name of witness (print)

**Carol Matthews**  
485 - 501 Wattle Street  
ULTIMO NSW 2007

Name and address of authorised officer

**Branch Secretary**

Office held