



DECISION

Fair Work Act 2009
s.185—Enterprise agreement

The Association of Independent Schools of New South Wales Limited
(AG2025/639)

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

Educational services

DEPUTY PRESIDENT DEAN

CANBERRA, 21 MARCH 2025

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

[1] An application has been made for approval of a multi-enterprise agreement known as the *Independent Schools ACT (Professional and Operational Staff) Cooperative Multi-Enterprise Agreement 2025* (the Agreement). The application was made pursuant to s.185 of the Fair Work Act 2009 (the Act). It has been made by The Association of Independent Schools of New South Wales Limited. The Agreement is a multi-enterprise agreement.

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

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

[4] The Agreement is approved and, in accordance with s.54 of the Act, will operate from 28 March 2025. The nominal expiry date of the Agreement is 31 January 2028.

The signature of the Deputy President is written in cursive to the left of the official seal. The seal is circular and contains the text 'THE SEAL OF THE FAIR WORK COMMISSION' around the perimeter. In the center of the seal is the Australian coat of arms, featuring a kangaroo and an emu flanking a shield with a seven-pointed star above it, and a banner with the word 'AUSTRALIA' below.

DEPUTY PRESIDENT

[2025] FWCA 988

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

PART A – Application and Operation

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

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3. Definitions

For the purpose of this Agreement:

- (a) **Act** means the *Fair Work Act 2009* (Cth).
- (b) **Agreement** means the *Independent Schools ACT (Professional and Operational Staff) Cooperative Multi-Enterprise Agreement 2025*.
- (c) **Award** means the *Educational Services (Schools) General Staff Award 2020*.
- (d) **Casual Employee** means an Employee engaged as a casual employee as defined in the Act.
- (e) **Employee** means, without limiting the generality of this expression;
 - (i) an Employee, other than a teacher, who may be employed in a position described as food technology assistant, design and/or art assistant, music assistant, laboratory or science assistant, library/audio-visual assistant, book-room assistant, special needs or enrichment assistant, bilingual aide, or other position in which the Employee is required to assist the teaching staff in the curricula or co-curricular activities of the School (such persons are described in this Agreement as school assistants); or
 - (ii) an Employee other than a bursar, business manager or other senior member of the management team, who may be employed in a clerical or administrative capacity, including employees working in human resources and marketing; or
 - (iii) an Employee whose principal duties are the maintenance of buildings, plant and equipment including general repairs, building and furniture maintenance, minor building works and workshop tasks; or
 - (iv) an Employee whose principal duties are horticultural, or involve the preparation and upkeep of grounds and/or sporting facilities; or
 - (v) an Employee whose principal duties involve working in the kitchens of the school; or
 - (vi) an Employee employed in the role of janitor; or
 - (vii) an Employee whose principal duties are performed in a canteen or uniform shop; or
 - (viii) an Employee whose principal duties include driving a school bus or other similar duties as directed by the School; or
 - (ix) an Employee with responsibility for the pastoral care and supervision of students in a boarding house; or
 - (x) an Employee who undertakes the duties of caretaker; or

- (xi) an Employee whose principal duties can be described as house assistant, general laundry hand and/or housekeeper; or
 - (xii) an Employee responsible for cleaning or supervising cleaning; or
 - (xiii) a registered nurse; or
 - (xiv) ICT Technicians and other Employees working in the area of information and/or computer technology; or
 - (xv) Directors of child care centres/services (including Before and After Care and Vacation Care operated by independent schools) and child care workers; or
 - (xvi) An Employee engaged in instructional services, as a music tutor or sports coach, or other type of tutor/coach for example, speech, drama, debating, language etc; or
 - (xvii) An Employee engaged for counselling and psychology services, providing support, counselling, assessment and welfare services to students.
- (f) **Employer** means an Employer covered by this Agreement.
- (g) **Full-Time Employee** means any Employee, other than a Casual or Part-Time Employee, who is employed to work 38 hours per week.
- (h) **Part-Time Employee** means an Employee who works a constant number of hours each week which is less than 38 hours per week.
- (i) **Temporary Employee** means an Employee employed to work full-time or part-time for a period not to exceed 12 months. An Employee may be employed as a Temporary Employee in the following circumstances:
- (i) where an Employee is employed to replace an Employee on leave or secondment;
 - (ii) where the School's staffing is to be reduced in the following year overall or in a department. This may include but is not limited to circumstances such as declining enrolments, planned restructuring of the workplace or School amalgamations; or
 - (iii) where an Employee is employed on a specific program not funded by the School.

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.

- (j) **Union** means the Independent Education Union of Australia.

4. Scope and Parties Bound

4.1 Parties Bound

Subject to **clause 4.2**, this Agreement shall cover:

- (a) Employers listed in **Schedule 4 – Employers and Schools Covered by this Agreement** in respect of schools listed in the Schedule; and
- (b) Employees as defined in **clause 3(e)** employed at the schools in **Schedule 4**, including at any preschool or early learning centre attached to or operated by the school.

in respect of all work done for the Employer.

4.2 Exclusions

This Agreement shall not apply to:

- (a) teachers including persons appointed as teachers; or
- (b) persons instructing students in the areas of music or other individual arts who are engaged on an individual fee basis; or
- (c) 'GAP' students who are engaged to supervise in the Boarding House in exchange for accommodation in the Boarding House; or
- (d) language tutors sponsored through cultural exchange; or
- (e) security officers (not including Caretakers); or
- (f) persons employed as business or financial managers or bursars (however titled) employed in a senior management or executive position who have managerial responsibilities including the delegated authority to act for the School from time to time in the recruitment, training, and/or dismissal of employees; or
- (g) persons employed in the Burgmann Anglican School Early Learning Centre and the Burgmann Pre Kindergarten Services.

5. Commencement Date of Agreement and Period of Operation

5.1 This Agreement commences on and from the 1 February 2025, or seven days after the date of the approval by the Fair Work Commission, whichever is the later (**Commencement Date**). The nominal expiry date of this Agreement is 31 January 2028.

5.2 This Agreement does not exclude the NES and the NES will continue to apply to the extent that the Agreement is detrimental, in any respect, when compared to the NES.

- 5.3 The salaries contained in **Schedule 1 - Classifications, Rates of Pay and Allowances** of this Agreement do not commence until the first full pay period on or after 1 February 2025.
- 5.4 If the Agreement commences after the first full pay period on or after 1 February 2025, the difference between the actual rate of pay received by an Employee and the amounts set out in this Agreement shall be paid to the Employee as soon as practicable after commencement of the Agreement. This **clause 5.4** only applies to Employers covered by the Agreement as at the Commencement Date.

PART B – Dispute Resolution

6. Disputes Procedure

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

- (a) Any grievance or dispute which arises shall, where possible, be settled by discussion between the Employee and the Principal or his / her nominee in accordance with any procedures that have been adopted by the School.
- (b) Should the matter not be resolved, it may be referred by either party to the Fair Work Commission, or any other person agreed between the parties, for conciliation.
- (c) During the conciliation the Fair Work Commission may:
 - (i) arrange conferences of the parties or their representatives at which the Fair Work Commission is present; and
 - (ii) the Fair Work Commission may require the attendance of the parties or their representatives; and
 - (iii) arrange for the parties or their representatives to confer among themselves at conferences at which the Fair Work Commission is not present; and
 - (iv) 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.
- (d) An Employer or an Employee may appoint another person, organisation or association to accompany and/or represent them for the purpose of **clauses 6(a) – (c)**.
- (e) 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.
- (f) 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 work health and safety that apply to that Employee or that other work; and
- (ii) whether that work is appropriate for the Employee to perform.

PART C – Classification, Rates of Pay and Related Matters

7. Classifications and Rates of Pay

7.1 General Provisions

The minimum weekly rate of pay for an Employee shall, subject to the other provisions of this Agreement, be calculated by dividing the salaries set out in **Tables 1 to 7 of Schedule 1 - Classifications, Rates of Pay and Allowances**, by 52.14.

7.2 Classifications

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

7.2.1 School Assistants

(a) School Assistant - Level 1

A **Level 1** position is one where the Employee:

- exercises a limited range of skills and undertakes basic duties;
- is under the general supervision of a teacher or higher level school assistant;
- receives specific direction, leading to routine direction as knowledge of procedures develops;
- will not supervise other school assistants;
- does not supervise students;
- may have no relevant training and/or experience.

An Employee at this level may be required by the Employer to undertake the following indicative duties:

- setting up areas for teaching/examination activities;
- cleaning up after activities;
- maintaining tidiness of school property;
- unpacking, sorting and checking of equipment;
- performing routine and incidental "clerical" work in connection with the area of work (e.g. filing, typing, keying data into computer, copying and duplication of materials);
- assembling or dismantling equipment and safeguarding equipment or teaching aids for demonstration or practical work.

(b) **School Assistant - Level 2**

A **Level 2** position is one where the Employee:

- may be required to exercise independent initiative and judgement;
- has the knowledge and experience to perform basic duties without technical instructions;
- receives instruction for complex tasks or tasks requiring specialised knowledge;
- would be expected to have undertaken and completed professional development programs relevant to the skills and duties required to be undertaken. This requirement may be satisfied by relevant employer sponsored programs and/or post-secondary training;
- assists in the resolution of operational problems and coordination of work within a department of the School;
- some assistance in planning future department or school organisational needs may also be required.

An Employee at this level may be required by the Employer to undertake any of the indicative tasks required at Level 1 in addition to the following indicative duties:

- regular cleaning and maintenance of book stock and/or equipment including audio-visual equipment;
- preparation of displays;
- preparation of charts, diagrams and models;
- preparation of general laboratory experiments;
- using appropriate storage systems, including for dangerous and toxic substances;
- undertaking and monitoring expenditure on resources;
- researching reference material under the direction of a teacher;
- assisting therapists in their work;
- working with students under general supervision of teachers or more senior school assistants;
- taking part in case management meetings with teachers.

(c) **School Assistant - Level 3**

A **Level 3** position is one where the Employee:

- has:
 - (i) undertaken and acquired a formal post-secondary qualification at either TAFE or tertiary level relevant to the tasks required by the Employer for this Level; or
 - (ii) undertaken and satisfactorily completed extensive in-service training that is equivalent to the Employee having acquired a formal post-secondary qualification at either

TAFE or tertiary level relevant to the tasks required by the Employer for this Level; or

(iii) significant and substantial technical and procedural knowledge that is equivalent to what the Employee would have acquired had he or she obtained a formal post-secondary qualification at either TAFE or tertiary level relevant to the tasks required by the Employer for this Level.

- is regularly required to exercise independent initiative and judgment;
- shall have responsibility and accountability for maintaining the quality of their own work and, where appropriate, the work of others;
- receives limited instructions which relate specifically to matters of substance in the work assignment;
- may assist teachers or other qualified members of staff with the conduct of one or more areas, such as laboratories, libraries and audio-visual units;
- is competent in technical areas as required for the position;
- possesses a knowledge of workplace procedures and of the practices required by the Employer including the ability to resolve complex operational problems relevant to the position;
- may assist in planning future department or school organisational needs.

An Employee at this level may be required by the Employer to undertake any of the indicative tasks required at Level 2 in addition to the following indicative duties:

- preparation of complex laboratory experiments;
- developing appropriate storage systems, including for dangerous and toxic substances;
- assistance in the training of Employees at a lower level;
- repair of equipment requiring technical knowledge and expertise;
- providing in-service to teachers in specific technical or other areas;
- supervision, training and co-ordination of school assistant staff;
- and responsibility for their sufficient allocation and control;
- researching reference material for teachers;
- purchase of resources in conjunction with a teacher or other qualified member of staff.

(d) **School Assistant - Level 4**

A **Level 4** position is one where the Employee:

- has:

- (i) undertaken and acquired a formal post-secondary qualification at either TAFE or tertiary level relevant to the tasks required by the Employer for this Level; or
- (ii) undertaken and satisfactorily completed extensive in-service training that the Employer considers is equivalent to the Employee having acquired a formal post-secondary qualification at either TAFE or tertiary level relevant to the tasks required by the Employer for this Level; or
- (iii) significant and substantial technical and procedural knowledge that the Employer considers is equivalent to what the Employee would have acquired had he or she obtained a formal post-secondary qualification at either TAFE or tertiary level relevant to the tasks required by the Employer for this Level.

An Employee at this level may be required by the Employer to undertake any of the indicative tasks required at Level 3 in addition to the following indicative duties:

- possesses a knowledge of workplace practices and procedures including a detailed knowledge of complex procedures relevant to the position;
- resolves complex operational problems and co-ordinates work within a department or unit of the School;
- displays a high level of initiative and judgement;
- is required to supervise other Employees and shall have responsibility and accountability for maintaining the quality of the work of others;
- is responsible for planning future department or school organisational needs within his/her areas of responsibility.

In addition to the tasks/skills exercised within the scope of these characteristics, an Employee at this grade may be required to perform the incidental tasks/skills of a Level 3 Employee.

For avoidance of doubt in relation to the School Assistant Level 3 and 4 classifications, it shall be for the Employer to determine whether:

- (i) the Employee:
 - (A) has undertaken and satisfactorily completed extensive in service training; or
 - (B) possesses significant and substantial technical and procedural knowledge; and
- (ii) such in-service training or technical and procedural knowledge is equivalent to the Employee having acquired, or what the Employee would have acquired, had he or she obtained a formal

post-secondary qualification at either TAFE or tertiary level relevant to the tasks required by the Employer for the particular Level.

7.2.2 Clerical And Administrative Employees

(a) Clerical Officer - Level 1

The work of a Clerical Officer – Level 1 will usually be performed within established routines, methods and procedures which require the exercise of limited discretion. When work is performed outside such established routines, methods and procedures, it is likely to be under direct supervision or regular checking. An Employee at this grade applies their knowledge and skills to a limited range of tasks.

Without limiting the foregoing, a **Clerical Officer Level 1** may be required to perform the following tasks:

- Machine operation, for example: telephone/intercom systems, facsimile machines, photocopiers, franking machines and calculators;
- Operate a computer terminal utilising menu driven software to complete tasks where the use of a computer terminal is incidental to and/or necessary for the completion of the Employee's primary task;
- Handle mail (including courier mail);
- Sort, collate, batch and file documents/records accurately in correct location/sequence;
- Routine maintenance of purchasing and inventory requirements;
- Perform a range of general clerical duties at basic level;
- Deal with people either in person or by telephone on a daily basis;
- Attend to front counter and refer enquiries to appropriate members of staff;
- Transcribe routine information into records and complete forms, for example -maintain mail records; record petty cash and expense transactions; and original source financial documents.

(b) Clerical Officer - Level 2

The work of a Clerical Officer – Level 2 will usually be performed within established routines, methods and procedures, which involve the exercise of some initiative and minor decision making. When work is performed outside such established routines, methods and procedures it is likely to be under routine supervision or intermittent checking. An Employee at this grade applies their knowledge and skills to a range of tasks. Employees at this grade are responsible for assuring the quality of their own work. In addition to the tasks/skills exercised within the

scope of these characteristics, an Employee at this grade may be required to perform the incidental tasks/skills of a Level 1 Employee.

Without limiting the foregoing, a **Clerical Officer Level 2** may be required to perform the following tasks:

- Operate a computer terminal using menu-driven software, exercising such skills as touch typing and audio-typing;
- Facilitate routine financial and/or general information into records and complete forms;
- Carry out a wide range of general secretarial duties, including the preparation of confidential and general correspondence;
- Deal with people either in person or by telephone, where presentation and the use of interpersonal skills, together with a sound knowledge of the organisation's operations and services, are a key aspect of the task and/or position;
- Assist in the enrolment function including handling of initial enquiries and arranging interviews.

(c) **Clerical Officer - Level 3**

The work of a Clerical Officer – Level 3 is likely to be performed autonomously subject to limited supervision with checking related to overall progress. An Employee at this grade may be responsible for the work of others and may be required to coordinate such work.

Employees at this grade shall be required to apply in-depth knowledge in some areas and a broad range of tasks/skills. Usually work will be performed within routines, methods and procedures where discretion and judgement are required. Employees at this grade are responsible for assuring the quality of their own work and may have some responsibility for assuring the quality of the work of others. In addition to the tasks/skills exercised within the scope of these characteristics, an Employee at this grade may be required to perform the incidental tasks/skills of a Level 2 Employee.

Without limiting the foregoing, a **Clerical Officer Level 3** may be required to perform the following tasks:

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

- Assisting with preparation of internal and external publications;
- Providing administrative support to senior management, including arranging appointments, diaries and preparing both confidential and general correspondence;
- Preparing government and statutory authority returns for authorisation.

(d) **Clerical Officer - Level 4**

Employees at this grade are regularly required to exercise a high level of judgement and initiative in the performance of their assigned duties. Work is likely to be under minimal supervision with general and/or broad guidance from more senior staff as required. Responsibility for the planning and management of work may be involved. Whilst not a prerequisite, a principal feature of this grade is supervision of Employees in lower grades with responsibility for such things as the allocation of work, co-ordinating work flow, checking the progress of the work, quality of work and problem solving. An Employee in this grade applies in depth knowledge to a broad range of areas/tasks, which involve complexity in the range and choices of actions required. Usually work will be performed within routines, methods and procedures where discretion, judgement and initiative is required for both self and others. In addition to the tasks/skills exercised within the scope of these characteristics, an Employee at this grade may be required to perform the incidental tasks/skills of a Level 3 Employee.

Without limiting the foregoing, a **Clerical Officer Level 4** may be required to perform the following tasks:

- Exercise substantial responsibility, independent judgment and initiative with a detailed knowledge of complex office procedures;
- Have and utilise advanced skills and knowledge in the operation of complex equipment and procedures;
- Resolve financial and/or operational problems for staff and co-ordinate work within a section of the office; monitor work quality of those supervised; be responsible for those supervised; assist in planning future sectional/office-organisational or resources and equipment needs;
- Have completed relevant post-secondary training or have significant and substantial technical and procedural knowledge and skill which may be deemed by the Employer as being comparable with post-secondary training;
- Oversee the operations of the School office and other administrative activities in the areas of enrolment, equipment and statistical returns;
- Provide executive secretarial support to senior management.

(e) **Clerical Officer - Level 5**

Employees at this grade are required to exercise a high level of judgement and initiative in the performance of their assigned duties. Employees at this grade will:

- (i) have undertaken and acquired a formal post-secondary qualification at either TAFE or tertiary level relevant to the tasks required by the Employer for this Level; or
- (ii) have undertaken and satisfactorily completed extensive in-service training that is equivalent to the Employee having acquired a formal post-secondary qualification at either TAFE or tertiary level relevant to the tasks required by the Employer for this Level; or
- (iii) possess significant and substantial technical and procedural knowledge that is equivalent to what the Employee would have acquired had he or she obtained a formal post-secondary qualification at either TAFE or tertiary level relevant to the tasks required by the Employer for this Level.

A principal feature of this grade is supervision of Employees in lower grades with responsibility for the allocation of work, co-ordinating workflow, checking the progress of the work, quality of work and problem solving. An Employee in this grade should be able to apply both high level skills and in depth knowledge to a broad range of areas/tasks, which involve complexity in the range and choices of actions required. In addition to the tasks/skills exercised within the scope of these characteristics, an Employee at this grade may be required to perform the incidental tasks/skills of a Level 4 Employee.

Without limiting the foregoing, a **Clerical Officer Level 5** may be required to perform the following tasks:

- Applying theoretical knowledge, 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;
- Provide financial and/or operational advice to senior management and/or manage financial/operational systems;
- Exercise substantial responsibility, independent judgment and initiative with skills and detailed knowledge of complex office procedures;
- Where applicable has the responsibility for the professional development of other support staff Employees;

- Contribute to the operational and strategic planning for area of responsibility for avoidance of doubt in relation to the Clerical Officer Level 5 classification, it shall be for the Employer to determine whether:

(i) the Employee:

- (A) has undertaken and satisfactorily completed extensive in-service training; or
- (B) possesses significant and substantial technical and procedural knowledge; and

(ii) such in-service training or technical and procedural knowledge is equivalent to the Employee having acquired or what the Employee would have acquired had he or she obtained a formal post-secondary qualification at either TAFE or tertiary level relevant to the tasks required by the Employer for the Level.

(f) **Clerical Officer - Level 6**

A **Level 6** position is one where the Employee has/is:

- 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.

(g) **Clerical Officer - Level 7**

A **Level 7** position is one where the Employee is:

- Preparing advice, reports, proposals or submissions, using a high level of expertise, for the senior executives of the school and/or outside bodies;
- Providing financial advice to the principal or the business manager;
- Managing the school's financial system.

7.2.3 **Building and Maintenance Employees**

(a) **Building and Maintenance – Level 2**

An Employee without trade qualifications who can demonstrate an ability to assist trade staff in the maintenance of buildings and furniture.

Usually work will be performed within established routines, methods and procedures.

Without limiting the foregoing, the Employee may be required to perform the following tasks:

- perform a range of manual tasks including the movement of stores and furniture;
- under supervision perform non-specialised repair work;
- under supervision assist tradesman involved in building and furniture maintenance within a workshop environment.

In addition, the Employee should:

- have an understanding of lifting and moving techniques so that tasks involving movement of furniture, equipment and deliveries can be undertaken in a safe manner;
- be able to identify building materials and have a basic understanding of their use; and
- be able to work in a team environment.

(b) Building and Maintenance - Level 3

An Employee with trade qualifications, or a demonstrated ability to undertake general repairs, building and furniture maintenance, minor building works and workshop tasks.

Without limiting the foregoing, the Employee may be required to perform the following tasks with minimal supervision:

- requisition materials to undertake general repair and maintenance tasks;
- use workshop machines and equipment;
- have a knowledge of building and furniture maintenance;
- perform basic repair and maintenance tasks which may include repair of furniture and flyscreens and maintenance of door locks and taps fittings.

In addition, the Employee should:

- be able to work in a team environment; and
- perform work in a safe manner.

(c) Building and Maintenance - Level 4

An Employee with trade qualifications, or a demonstrated ability to undertake general building and furniture maintenance, minor building works and workshop tasks.

Without limiting the foregoing, the Employee may be required to perform the following tasks without supervision:

- identify and purchase materials to undertake basic maintenance tasks to buildings and equipment;
- use workshop machines and equipment;
- have a knowledge of all facets of building and furniture maintenance including plastering, painting and minor plumbing tasks;
- be able to work from complex instructions or procedures;
- be able to assist in the provision of on-the-job training to a limited degree.

In addition, the Employee should:

- be able to work in a team environment; and
- ensure that work is performed within a safe environment.

(d) **Building and Maintenance - Level 6**

An Employee with trade qualifications and can demonstrate an ability to undertake building and furniture maintenance tasks, general joinery tasks and building renovations to a very high standard. The Employee is expected to supervise all facets of building and maintenance tasks.

Without limiting the foregoing, the Employee may be required to perform the following tasks:

- supervise building maintenance staff;
- identify and repair all building and furniture maintenance tasks;
- undertake minor renovations and new work tasks;
- understand and work within budget guidelines;
- manage the materials required to run building maintenance within budget;
- co-ordinate and supervise subcontractors and periodical contracts;
- prioritise maintenance tasks;
- understand architectural drawings;

In addition, the Employee should:

- ensure that all health and safety issues are managed to a high standard;
- understand and assist in emergency evacuation procedures; and
- manage a school maintenance workshop in a safe manner.

7.2.4 **Grounds and Horticultural Employees**

(a) **Grounds and Horticultural - Level 1**

An Employee without qualifications who can assist in general grounds maintenance.

Employees, other than trade qualified Employees, employed on a casual basis would remain on Level 1. Permanent Employees would remain at Level 1 for the first 6 months, thereafter, having successfully completed both the training and the duties for 6 months would be eligible to progress to Level 2.

Without limiting the foregoing, the Employee may be required to perform the following tasks:

- basic manual/labouring duties;
- provide general assistance to higher grade employees;
- have a basic idea of the daily routine; and
- work under direct supervision.

In addition, the Employee should:

- be able identify all areas of the School;
- be able to work in a team environment;
- have knowledge of the safety aspects and operation of basic maintenance equipment; and
- work with others in a safe manner.

(b) **Grounds and Horticultural - Level 2**

An Employee who has successfully completed 6 months at Level 1 or can demonstrate the relevant experience to undertake grounds maintenance tasks at this level.

Without limiting the foregoing, the Employee may be required to perform the following tasks:

- under supervision undertake the installation and maintenance of ground watering equipment;
- remove rubbish;
- basic gardening duties including digging, holing, raking and weeding;
- other duties including sweeping, garbage disposal, movement of stores and furniture and non-specialised repair work;
- work under supervision.

In addition, the Employee should:

- have a basic knowledge of the use and safety aspects of
- grounds maintenance equipment;

- understand lifting and moving techniques so that tasks involving movement of furniture, equipment and deliveries can be undertaken in a safe manner;
- be able to work in a team environment; and
- work with others in a safe manner.

(c) Grounds and Horticultural - Level 3

An Employee with at least 3 years relevant experience who has the ability to undertake all basic grounds maintenance tasks.

Without limiting the foregoing the Employee may be required to perform the following tasks:

- install basic ground watering systems;
- gardening duties including plant and lawn maintenance and development;
- preparation and maintenance of sporting facilities;
- have the qualifications to drive buses to 20 seat capacity and tip truck to 2 tonnes.

In addition, the Employee should:

- have a sound knowledge of the use and safety aspects of grounds maintenance equipment;
- understand the basic maintenance requirements of grounds maintenance equipment;
- have a sound knowledge of all aspects of the School grounds and maintenance function and be able to react to emergency situations; and
- undertake all tasks in a safe manner.

(d) Grounds and Horticultural - Level 4

An Employee who is a qualified tradesperson.

Without limiting the foregoing, the Employee may be required to perform the following tasks:

- be able to design and install ground watering systems;
- preparation and maintenance of sporting facilities and their surrounds;
- gardening duties including plant and lawn maintenance and development.

In addition, the Employee should:

- have an excellent knowledge of the use and safety aspects of all forms of grounds maintenance equipment;

- assist in the coordination of emergency situations such as
- evacuations and fire emergencies; and
- be able to identify and report on unsafe work practices.

(e) **Grounds and Horticultural - Level 5**

An Employee who is a qualified tradesperson and who can demonstrate an ability to undertake the supervision and assist in the training of other grounds maintenance staff.

Without limiting the foregoing, the Employee may be required to perform the following tasks:

- supervise the functions of the grounds maintenance staff;
- assist in the coordination and training of the grounds maintenance staff;
- coordinate daily ground maintenance routines without supervision as directed by a senior manager;
- be able to design and install ground watering systems;
- preparation and maintenance of sporting facilities and their surrounds.

In addition, the Employee should:

- have an excellent knowledge of the use and safety aspects of all forms of grounds maintenance equipment;
- assist in the coordination of emergency situations such as
- evacuations and fire emergencies; and
- be able to identify and report on unsafe work practices.

7.2.5 **Cleaning Staff**

(a) **Cleaning Staff – Level 1**

An Employee without qualifications who can assist in general cleaning duties. Without limiting the foregoing, the Employee may be required to perform the following tasks:

- undertake general cleaning duties;
- have a basic knowledge of the use of cleaning machinery; and
- work under supervision.

In addition, the Employee should:

- be able to work in a safe manner;
- have an understanding of cleaning methods to varying surfaces;
- be able to identify cleaning chemicals; and
- be able to clearly identify the cleaners area of responsibility.

(b) **Cleaning Staff - Level 2**

An Employee with at least 3 years relevant experience who has the ability to perform all general cleaning tasks with limited supervision.

Without limiting the foregoing, the Employee may be required to perform the following tasks:

- break down bulk cleaning chemicals for distribution;
- assist junior employees by providing advice on cleaning matters;
- undertake cleaning tasks to a very high standard;
- under supervision undertake more complex cleaning duties such as carpet and furniture cleaning; and
- able to inspect and secure buildings.

In addition, the Employee should:

- have a sound knowledge of safe work practices.

(c) **Cleaning Staff - Level 4**

An Employee at this level should have at least 6 years' experience and be able to provide in depth knowledge and demonstrate a broad range of cleaning skills.

Without limiting the foregoing, the Employee may be required to perform the following tasks:

- the direct supervision and responsibility of cleaning work by other Employees;
- be responsible for the purchasing, distribution and accounting of cleaning equipment and chemicals;
- assist management in the selection of new cleaning Employees;
- produce rosters for cleaning Employees;
- assist management with the initial employment training for new Employees;
- able to inspect and secure buildings.

In addition, the Employee should:

- ensure that all cleaning undertaken is done so according to safe work practices.

(d) **Cleaning Staff - Level 5**

An Employee at this level should have at least 6 years of relevant experience and have the responsibility for the supervision of 10 or more cleaning staff.

Without limiting the foregoing, the Employee may be required to perform the following tasks:

- the direct supervision and responsibility of cleaning work by other Employees;
- be responsible for the purchasing, distribution and accounting of cleaning equipment and chemicals;
- assist management in the selection of new cleaning Employees;
- produce rosters for cleaning Employees;
- assist management with the initial employment training for new Employees;
- able to inspect and secure buildings.

In addition, the Employee should:

- ensure that all cleaning undertaken is done so according to safe work practices.

7.2.6 Kitchen Staff

(a) Kitchen Staff - Level 1

This position is generally known as Dining Room Attendant.

Without limiting the foregoing, the Employee may be required to perform the following tasks:

- under supervision operate a commercial dishwasher;
- have a knowledge of the operation of bain maries and other warming equipment; and
- set tables for various types of meals.

In addition, the Employee should:

- be able to identify and use cleaning chemicals associated with both the wash up facility and dining room generally.

(b) Kitchen Staff - Level 2

This position is generally known as Kitchen Assistant.

An Employee with at least 3 years relevant experience who has the ability to undertake all forms of food preparation and kitchen cleaning tasks.

Without limiting the foregoing, the Employee may be required to perform the following tasks:

- preparation of food;
- accepting and storage of food items;
- general kitchen cleaning duties;
- rubbish disposal;

- cleaning and stocking of cool rooms, refrigerators and dry goods stores.

In addition, the Employee should:

- be able to demonstrate an ability to work with minimal supervision;
- be able to identify food preparation requirements from a given menu; and
- be able to maintain the kitchen in a clean and tidy state.

(c) Kitchen Staff - Level 3

An Employee qualified, or who can demonstrate the ability to undertake the duties and responsibilities of the position of Breakfast Cook.

Without limiting the foregoing, the Employee may be required to perform the following tasks:

- oversee the duties of the Dining Room and Kitchen Assistants;
- prepare, cook and serve breakfast from a menu;
- prepare and make a range of sandwiches;
- prepare and cook a variety of cakes and biscuits;
- control the kitchen and dining room in a healthy and safe manner;
- work with limited supervision;
- be able to supervise both Dining Room Assistants and Kitchen Assistants allocated to the same shift in the absence of the Kitchen Manager.

(d) Kitchen Staff - Level 4

An Employee qualified, or who can demonstrate a proven ability, to undertake the duties and responsibilities of the position of Dinner Cook.

Without limiting the foregoing, the Employee may be required to perform the following tasks:

- oversee the duties of the Dining Room and Kitchen Assistants;
- prepare, cook and serve meals from a menu;
- stock control;
- responsible for the security of the kitchen;
- control the kitchen and dining room in a healthy and safe manner.

(e) Kitchen Staff - Level 5

An Employee qualified, or who can demonstrate a proven ability to undertake the duties and responsibilities of the position of Kitchen Manager.

Without limiting the foregoing, the Employee may be required to perform the following tasks:

- assist in the preparation and management of an annual budget;
- prepare menus;
- order and control all stock and kitchen equipment;
- supervision of all kitchen and dining room staff;
- preparation of work rosters;
- maintenance of kitchen equipment;
- an ability to further enhance the functions of the kitchen and dining room;
- an ability to identify training for associated staff, provide advice to Boarding House Employees in relation to special dietary needs;
- ensure that the kitchen and dining room operate within work health and safety legislation.

7.2.7 Janitor Employees

(a) Janitor - Level 2

An Employee who can demonstrate relevant experience to undertake janitorial duties at this level.

Without limiting the foregoing, the Employee may be required to perform the following tasks:

- undertake cleaning tasks;
- remove rubbish;
- basic gardening duties including digging, hoeing, raking, weeding and planting;
- perform non-specialised repair work; and
- other duties including sweeping and movement of stores and furniture.

In addition the Employee should:

- have an understanding of lifting techniques so that tasks involving movement of furniture, equipment and deliveries can be undertaken in a safe manner;
- have an understanding of safe work practices; and
- be able to work in a team environment.

(b) Janitor - Level 3

An Employee with trade qualifications and/or appropriate experience who can demonstrate an ability to undertake general non-trade repairs and maintenance tasks and who is responsible for the quality of their own work.

Without limiting the foregoing the Employee may be required to perform the following tasks:

- assume responsibility for security of the school premises;
- undertake cleaning tasks;
- remove rubbish;
- basic gardening including digging, hoeing, raking, weeding and planting;
- perform non-specialised repair work; and
- other duties including sweeping and movement of stores and furniture.

In addition the Employee should:

- have an understanding of lifting techniques so that tasks involving movement of furniture, equipment and deliveries can be undertaken in a safe manner;
- have an understanding of safe work practices; and
- be able to work in a team environment.

7.2.8 Canteen And Uniform Shop Staff

(a) Canteen And Uniform Shop Staff - Level 1

This position is generally known as Canteen/Shop Assistant. This Employee would normally work under the supervision of the Canteen/Shop Manager Level (Category 1 or 2).

Without limiting the forgoing the Employee may be required to perform the following tasks:

- service customer needs, including the preparation of food, goods, clothing or stationery for sale;
- handle cash, receipting and other financial transactions;
- under supervision, operate such equipment that is relevant to the position;
- have a knowledge of client needs, pricing policies and a good working knowledge of the products being sold.

(b) Canteen And Uniform Shop Staff - Level 2

This position is generally known as Canteen/Shop Manager Category 1 (for schools with an enrolment of up to 800 students) and may be responsible to the appropriate college authority or Manager Category 2 for the effective operation of canteen/shop services.

Without limiting the foregoing the Employee may be required to perform the following tasks:

- assist the Canteen/Shop Manager Category 2 in the day-to-day management and operation of canteen or shop services;
- purchase of goods for resale;
- supervise staff including preparation of rosters;
- service customer needs, including the preparation of food, goods, clothing or stationery for sale;
- handling cash, receipting, undertake banking and other financial transactions including certification and/or payment of accounts;
- operate such equipment that is relevant to the position;
- have a detailed knowledge of client needs, pricing policies and products being sold.

(c) Canteen And Uniform Shop Staff - Level 3

This position is generally known as Canteen/Shop Manager Category 2 which has a level of responsibility required in colleges with an enrolment in excess of 800. The manager Category 2 is responsible to the appropriate college authority for the effective operation of the canteen/shop.

Without limiting the foregoing the Employee may be required to perform the following tasks:

- manage the canteen or shop including but not limited to;
- rostering and supervision of staff;
- purchasing of goods for resale;
- certification and/or payment of accounts;
- undertake financial transactions and banking;
- service customer needs, including the preparation of food, goods, clothing or stationery for sale;
- operate such equipment that is relevant to the position;
- have a detailed knowledge of client needs, pricing policies and products being sold.

7.2.9 Laundry Staff

(a) Laundry Staff - Level 1

An Employee without trade qualifications who can demonstrate an ability to assist in general laundry tasks. Usually work will be performed within established routines, methods and procedures.

Without limiting the foregoing, the Employee may be required to perform the following tasks:

- undertake basic laundry duties such as washing, ironing;
- undertake basic mending or minor repair tasks;
- work under supervision.

In addition, the Employee should:

- have a basic knowledge in the use of all laundry equipment;
- understand the washing and ironing methods of all clothing items;
- have a knowledge of laundry chemicals; and
- be able to work in a safe manner.

(b) Laundry Staff - Level 2

An Employee with appropriate qualifications and/or experience in the trade who has the ability to perform all general laundry tasks without supervision.

Without limiting the foregoing, the Employee may be required to perform the following tasks:

- take responsibility for the laundry unit;
- assist staff by providing advice on laundry matters;
- undertake specialist laundry tasks such as the removal of stains etc. from clothing.

In addition the Employee should:

- have a high degree of knowledge in the use of all laundry equipment;
- have a sound knowledge of all laundry chemicals; and
- have a sound knowledge of safe work practices.

7.2.10 Caretaker Employees - Level 5

- (a) An Employee with relevant experience who has the ability to take responsibility for the security of a school and provide afterhours support to staff and students.

- (b) Without limiting the foregoing, the Employee may be required to perform the following tasks:
- unlock school facilities at the start of the day and secure the premises at the end of the day;
 - control security of premises for out of hours functions;
 - assess and undertake urgent maintenance out of hours and/or arrange for such maintenance to be carried out.

In addition, the Employee should:

- have a close working knowledge of the School and its staff and be able to relate well to staff, students and visitors; and
- be aware of safety and/or security issues in a school, particularly in a residential/boarding situation.

7.2.11 Bus Driver Employees - Level 2

An Employee engaged primarily to drive school buses and other vehicles when required.

7.2.12 Boarding House Employees

(a) Boarding House Staff - Level 1

A Level 1 position is one where the Employee undertakes basic duties to assist the person in charge of the boarding house in the daily routines involving the care of students and the general functions of the boarding house.

(b) Boarding House Staff - Level 2

A Level 2 position is one where the Employee carries out the duties of a Level 1 Employee but while actively on duty may deputise as required from time to time for the person in charge of the boarding house.

(c) Boarding House Staff - Level 3

A Level 3 position is one where the Employee is responsible for the management of a boarding house and has a significant concern for the welfare of the students. Duties include the maintenance of effective communication with the parents of students and the supervision of other staff covered by this Agreement in the boarding house.

(d) Boarding House Staff - Level 4

A Level 4 position is one where the Employee is responsible to the Principal of a school for the overall supervision of the recreational and personal general welfare of all students and has overall responsibility for the administration of two or more boarding houses.

7.2.13 Nurses

- (a) Registered Nurse means a person registered by the *Nursing and Midwifery Board of Australia* as such.
- (b) Senior Nurse means a registered nurse appointed to be in charge of one or more registered nurses.

7.2.14 ICT Technicians and Other ICT Employees

The duties of an ICT Technician and/or other ICT Employees include:

(a) **Level 1 - Step 1**

An Employee classified on this level will have a fundamental knowledge of ICT systems employed within the School and will be able to provide basic fault finding, customer service, software installation and management and other similar tasks under limited supervision.

(b) **Level 1 - Step 2**

An Employee classified on this level will be able to perform all of the duties of an ICT Technician Level One - Step One but will fulfil all duties at a higher level due to their increased knowledge and experience. An Employee at this level will complete complex tasks without supervision.

(c) **Level 1 - Step 3**

An Employee classified on this level will be able to perform all of the duties of an ICT Technician **Level One - Step Two** but will fulfil all duties at a higher level due to their increased knowledge and experience. An Employee at this level will complete complex tasks without supervision.

(d) **Level 2**

An Employee classified on this level will demonstrate the leadership skills and experience required to lead a team of Level One ICT Employees and will have the expertise to manage a Service Desk or undertake other significant management roles across all areas and faculties of the School. An Employee classified on this level may have the delegated responsibility for a financial budget and would be expected to have significant input into ICT policies and procedures.

(e) **Level 3**

An Employee classified on this level would normally hold the position of ICT Manager in the School. In this role an Employee would be required to undertake all of the duties of a Level Two Employee and would be responsible for leading the ICT Team and under limited direction deliver ICT services to the School.

7.2.15 Directors of Child Care Centres/Services (Including Before and After Care and Vacation Care Services) and Child Care Workers

In this clause 'the Act' means the Education and Care Services National Law (ACT) Act 2011 (as amended) and related regulations and licensing conditions.

(a) Level 1

A **Level 1** position is one where the Employee is:

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

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

(b) Level 2

A **Level 2** position is one where the Employee has/is:

- 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.

(c) Level 3

A **Level 3** position is one where the Employee is:

- 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.

(d) **Level 4**

A **Level 4** position is one where the Employee:

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

Occupational equivalent: childcare assistant.

(e) **Level 5**

A **Level 5** position is one where the Employee has/is:

- 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.

(f) **Child Care Centres/Services Director (other than a Qualified Teacher) Level 1**

- (A) Occupational equivalent: operating as the assistant director. A **Director Level 1** position is one where the Employee has/is:

- Responsibility for co-ordinating and directing the activities of employees, including the employees engaged in the implementation and evaluation of developmentally appropriate programs;
- Contributing, through the director, to the development of the facility or policies and procedures;
- Co-ordinating operations, including work health and safety, program planning, staff training;
- Taking responsibility for the day-to-day management of the facility in the temporary absence of the director and for management and compliance with all licensing and all statutory and quality assurance issues.

(B) Occupational equivalent: operating as the co-ordinator.

- 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.

(g) **Child Care Centres/Services Director (other than a Qualified Teacher) Level 2**

(A) A **Director Level 2** position is one where the Employee has/is:

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.

(B) Occupational equivalent: childcare centre director.

(h) **Child Care Centres/Services Director (other than a Qualified Teacher) Level 3**

(A) A **Director Level 3** position is one where the Employee has:

- Responsibilities that are the same as Director Level 2.
- (B) This level applies where the number of places in the centre exceeds 60.

7.2.16 Instructional Services Employees

(i) Level 1

(A) A **Level 1** position is one where the Employee is:

- Providing assistance to sporting teams/squads under the supervision of a teacher or an instructional services employee (Level 3 or above);
- Assisting with equipment and the preparations for, and conducting of, training sessions and/or sporting events.

(B) Occupational equivalent: sports assistant.

(ii) Level 2

(A) A **Level 2** position is one where the Employee is:

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

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

(iii) Level 3

(A) A **Level 3** position is one where the Employee is:

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

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

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

(iv) Level 4

- (A) A **Level 4** position is one where the Employee is:
- Preparing instrumental music students for external examination in their discipline as part of an extra-curricular program;
 - Coaching individuals and/or sporting teams/squads, including developing and implementing individual and/or team specific training sessions and programs;
 - Supervising instructional services employees (Levels 1, 2 and/or 3).
- (B) Occupational equivalent: music tutor, sports coach, other types of coaches and tutors, senior sports coach (large school).

(v) **Level 5**

- (A) A **Level 5** position is one where the Employee is:
- Conducting and co-ordinating a school choir, band or musical ensemble or more than one of these;
 - Managing and delivering the full coaching/training program or a significant distinct part of a coaching/training program for one or more sporting disciplines;
 - Supervising employees at lower levels or coaching (individuals, squads and/or teams) and managing sporting facilities.
- (B) Occupational equivalent: choir master, conductor, head coach.

7.2.17 **Wellbeing Services Employees**

(i) **Counsellors**

Duties of school counsellors include providing support and guidance to students and welfare services to students.

(A) **Level 1 – Wellbeing Services – Non-Graduate Staff**

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

The qualifications include one of the following:

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

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

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

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

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

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

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

(ii) **Psychologists**

School psychologists provide a psychological service to enhance student learning, engagement and wellbeing. The duties of the school psychologist can include any or all of the following:

- Collaboration with other professionals, as part of a multidisciplinary team, to support and enhance student learning and engagement;
- Conducting psychological and educational assessments, writing comprehensive reports and providing recommendations;
- When appropriate, support student learning and wellbeing by making appropriate referrals such as to external agencies;
- Counselling for children and young people;
- Consultation, development, and evaluation of behaviour, social emotional and individual learning plans;
- Assisting in managing critical incidents;
- Conducting mental health risk assessments;
- Assisting in the selection, design, implementation and evaluation of prevention programs;
- Consulting with key stakeholders, including teachers, parents, school administrators and external agencies;
- Providing information and psychological education to students, school staff, parents, carers and external stakeholders;
- Supporting the development of policy and processes.

7.3 Junior Employees

Junior Employees appointed to the following classifications may be paid the percentages of the adult rate for their classification as set out in **Table 8 of Schedule 1 - Classifications, Rates of Pay and Allowances**:

- (a) Clerical and Administrative Employees – Level 1;
- (b) Clerical and Administrative Employees – Level 2 provided that the Employee is 18 years of age or older;
- (c) School Assistants – Levels 1 and 2;

- (d) Building and Maintenance Employees, Grounds and Horticultural Employees, Kitchen Staff, Janitors, Laundry Staff and Cleaning Staff – Levels 1 and 2;
- (e) Canteen and Uniform Shop Employees – Level 1;
- (f) Child Care Workers – Level 1;
- (g) Instructional Services Employees – Level 1.

7.4 Progression

- (a) Subject to **clauses 7.4(b) to (e)**, where an Employee's classification allows for incremental progression according to years of service, an Employee shall be appointed to step one of the appropriate Level in their classification on engagement and shall progress to each further step within the Level, on completion of the equivalent of one year of full time service or as otherwise provided in **clause 7.2**. If agreed by the School an Employee may progress on completion of approved professional development.
- (b) Subject to **clause 7.4(d)**, Employees at Canberra Grammar, who are classified in accordance with **clauses 7.2.1 and 7.2.2** (School Assistants and Clerical and Administrative Employees) shall progress within any level in accordance with the following:
 - (i) From Step 1 to Step 2 after the equivalent of one year of full time service on Step 1.
 - (ii) From Step 2 to Step 3 after the equivalent of one year of full time service on Step 2 and evidence of approved professional development.
 - (iii) From Step 3 to Step 4, after the equivalent of one year of full time service on Step 3.
- (c) Subject to **clause 7.4(d)**, Employees classified as Child Care Worker – Levels 1 – 4 will progress to each further Step within the Level on completion of each 12-month period in the classification.
- (d) Where the School considers that the service of an Employee is not satisfactory and competent, and for that reason considers progression to the next step is not warranted, a formal review of these matters shall be undertaken by the School, before the date on which progression would otherwise occur. Any dispute in this matter will be dealt with in accordance with **clause 6 Disputes Procedure**.
- (e) Progression from one Level to the next is dependent on the existence of a vacancy and the Employee's successful application for the position.

7.5 Reclassification

- (a) An Employee may apply to seek reclassification to another Level 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 seek reclassification to a higher Level, the School shall determine the application within one month of receipt of the application.
- (c) Reclassification to a higher level shall take place from the first full pay period on or after the application has been approved by the School.
- (d) Where appropriate, the Employee shall be placed on the first step of the new Level following reclassification.

8. Allowances

8.1 Acting Up - Higher Duties

- (a) Employees who are required to temporarily perform duties in a higher classification for more than five days shall be paid at the rate applicable to the higher classification for the whole period during which those duties are performed.
- (b) Notwithstanding **clause 8.1(a)**, Employees classified as Building and Maintenance Employees, Grounds and Horticultural, Kitchen Staff, Janitors, Laundry Staff, Cleaning Staff and Caretakers who are required to temporarily perform duties in a higher classification for one day or more 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.

8.2 Travelling Expenses

- (a) When an Employee, in the course of their duty, is required by the School to go to any place away from their usual place of employment, they shall be paid all reasonable expenses actually incurred.
- (b) Where an Employee is required to use their motor car or motor cycle by the School on a casual or incidental basis, they shall be paid the rate set by **Table 9 of Schedule 1 - Classifications, Rates of Pay and Allowances**.

8.3 Meals when Working Overtime

Where an Employee is required to work overtime after ordinary working hours in excess of two hours on any day, the Employee shall be supplied with a suitable meal or be paid an amount for a meal as set out in **Table 9 of Schedule 1 - Classifications, Rates of Pay and Allowances**.

8.4 **Uniforms**

Where the School requires an Employee to wear a uniform, such uniform shall be provided by the School.

8.5 **Security Licence**

An Employee classified according to **clause 7.2.10** and who is required to hold a Class 1 Security Licence pursuant to the provisions of the Security Industry Act 2003 (ACT) shall have the cost of such licence reimbursed by the School on completion of twelve months service.

8.6 **Caretaker's Accommodation**

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

(b) The On Call and Recall allowances in **clause 8.7** do not apply to a Caretaker provided with accommodation.

8.7 **On Call and Recall Allowances**

(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 do not apply to:

(i) an Employee paid a Sleepover Allowance in accordance with **clause 8.8**; or

(ii) an Employee provided with reasonable accommodation, including living quarters, fuel and light, and available to the Employee for their exclusive use throughout the week and throughout the year, at no cost to the Employee.

8.8 **Sleepover Allowance**

(a) Subject to **clause 8.8(b)**, where the Employer requires a Nurse or a Boarding Staff Employee classified according to **clauses 7.2.12 and 7.2.13** to sleepover

on the Employer's premises or at a school camp site for a period outside that of the Employee's normal rostered hours of duty, the following arrangements will apply:

- (i) the Employee will be entitled to an amount per sleepover as set out in **Table 9 of Schedule 1 - Classifications, Rates of Pay and Allowances**. A sleepover is defined as sleeping in at night to undertake duty of care requirements and to be on call for emergencies;
 - (ii) where the Employee is required by the Employer to perform work during a sleepover, the Employee will be paid for the time worked at the rate of 150% of the ordinary hourly rate of pay with a minimum payment being for 30 minutes;
 - (iii) any time worked under **clause 8.8(a)(ii)** will not be taken into account for the purpose of **clauses 11.2, 11.3, 11.7, 11.8, 11.11 and 11.13**;
 - (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 8.8(a)** does not apply to an Employee who is provided with reasonable accommodation including living quarters, fuel and light, and available to the Employee for their exclusive use throughout the week and throughout the year, at no cost to the Employee.

8.9 Tool Allowance

Where an Employer does not supply all tools necessary for a tradesperson to perform their work, a tradesperson will be paid the Tool Allowance as set out in **Table 9 of Schedule 1 - Classifications, Rates of Pay and Allowances** for supplying and maintaining tools ordinarily required in the performance of their work as a tradesperson for the School.

9. Payment of Wages and Other Conditions

9.1 Payment of Wages

- (a) The wages payable to an Employee, other than a Casual Employee, shall be payable at the School's discretion fortnightly, half-monthly or monthly.
- (b) Wages payable to an Employee shall be payable at the School's discretion, by cash, cheque or electronic funds transfer into an account nominated by the Employee.

9.2 Stand Down and Averaging

Employees, except Boarding House Employees who work in accordance with **clause 11.8(d)**, who are not required to work 48 weeks a year shall be paid in accordance with this clause:

- (a) Where an Employee is not required to work 48 weeks in a year (excluding annual leave) then the Employer may elect to stand down the Employee during pupil vacation periods when no work is available, in accordance with **clause 11.14** and may elect to average the wages of the Employee in accordance with **clauses 9.2(c) and (d)**.
- (b) Where an Employee is stood down in accordance with **clause 9.2(a)** the Employer may elect to pay the Employee the appropriate weekly rate of pay determined in accordance with **clause 7.1** during only the periods worked, or to average the Employee's payment of wages over the year.
- (c) Where the School elects to average an Employee's payment of wages, the Employee will be paid in equal instalments throughout the year including while the Employee is on annual leave. A year is defined as commencing on the date that the Employee started being paid an averaged salary. The following formula shall be used to determine the appropriate weekly rate:

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

Where:

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

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

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

$$\begin{aligned} & \frac{189 + 11}{240} \times \frac{\$58,666}{52.14} && (\$58,666 = \text{Annual Salary}) \\ = & 0.833 \times \$1,125.16 \\ = & \$937.63 \text{ per week (averaged weekly full-time salary)} \end{aligned}$$

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

$$\frac{\$937.63}{38} = \$24.67 \text{ per hour}$$

38

$$\$24.67 \times 22.8 \text{ (i.e. 3 days} \times 7.6 \text{ hours)} = \text{per week } \$562.48$$

Therefore, the part-time averaged annual salary in this example is \$562.48 per week.]

- (d) Part-time averaged rates shall be calculated by determining the full-time averaged salary then dividing by 38.
- (e) The rate of pay of an Employee determined in **clauses 9.2(c) and (d)** shall be the appropriate rate for all purposes. However, such rate shall not be used in the calculation of casual rates in **clause 11.3(a)**, the Broken Shift penalty rate in **clause 11.13(c)(ii)**, the shift penalty rates in **clause 11.13(b)(ii)** and Saturday and Sunday penalty rates in **clause 11.12**, overtime rates of pay in **clause 11.17**, paid parental leave in **clause 17.2** or public holiday rates of pay in **clauses 23.4 and 23.5** which may be payable to the Employee.
- (f) Employees classified as Boarding House Employees in accordance with **clause 7.2.12** who are not required to work 48 weeks of the year may be stood down in accordance with this provision. Where this occurs the Boarding House Employees may not work more than 38 hours per week in accordance with **clause 11.8(c)**. Where the Employer wishes to average the hours of a Boarding House Employee in accordance with **clause 11.8(d)** the Employee may not be stood down and averaged under **clause 9.2**.

10. Superannuation

10.1 Superannuation Contributions

Except as provided in **clause 10.5**, the School must make superannuation contributions in respect of each Employee of such amount as required to ensure that the School does not incur any superannuation guarantee charge ('SGC') under the *Superannuation Guarantee Administration Act 1992* (Cth) ('SGAA') and the *Superannuation Guarantee Charge Act 1992* (Cth).

10.2 Calculation of Superannuation Contributions

For the purposes of **clause 10.1**, the School will contribute the charge percentage (as defined in the SGAA) of the notional earnings base for a quarter (as defined in the SGAA) ('Quarter') being the Employee's 'basic earnings' as defined below.

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

- (a) the minimum annual rate of salary prescribed from time to time for the Employee by **clause 7.1** for any Quarter; and

- (b) the amount of any:
 - (i) allowance prescribed from time to time for the Employee by **clause 8**;
 - (ii) 14 weeks paid parental leave for initial primary caregiver pursuant to **clause 17.2**; and
 - (iii) pro-rata annual leave payment made to the Employee pursuant to **clause 14**;

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

10.3 Superannuation Fund

The School shall make superannuation contributions for the benefit of Employees in accordance with relevant Commonwealth superannuation legislation into the Employee's nominated fund. If the Employee does not choose a fund in accordance with legislation, the School will make the contributions into:

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

10.4 Additional Superannuation Contributions

- (a) Subject to **clause 10.5**, if an Employee with five years of service with their current Employer has made an election under **clause 24.1** to receive the additional superannuation contributions provided under this clause, on and from the first full pay period on or after 1 April 2025, in addition to its obligations under **clause 10.1**, a School must make an additional superannuation contribution in respect of an Employee, except a Casual Employee, of:
 - (i) 2.2% of basic earnings for an Employee with less than 10 years' continuous service with the School; and
 - (ii) 3.5% of basic earnings for an Employee with 10 or more years' continuous service with the School, per annum, to the Relevant Fund.
- (b) These additional contributions will be paid at such times and periods if any as set out in the Deed for the Employee's superannuation fund, or if not specified in the Deed, then as agreed between the School and its Employees.

10.5 Exceptions

- (a) Unless it is necessary for the purpose of **clause 10.1** in order for the School to avoid paying SGC, a School shall not be required to make contributions pursuant to this Agreement in respect of an Employee who:

- (i) is absent from his or her employment without pay, for such period of absence without pay; or
 - (ii) is referred to in section 27 of the SGAA.
- (b) In respect of an Employee who is absent on leave at half pay, a School shall only be required to make superannuation contributions in respect of the period of leave on half pay based on the salary received by the Employee during the period of leave on half pay.

PART D – Employment Relationship, Termination of Employment, Redundancy and Related Matters

11. Contract of Employment and Hours of Work

11.1 Letter of Appointment

On appointment, the School shall provide Full-Time and Part-Time Employees with a letter of appointment setting out the following:

- (a) the classification and rate of pay of the Employee;
- (b) the number of hours to be worked each week and the number of weeks to be worked throughout the year;
- (c) a statement in relation to the Employee's superannuation entitlements;
- (d) whether the rate of pay is payable during term time only or throughout the year in accordance with **clauses 9.2(a) and (b)**;
- (e) if there is a requirement to work during pupil vacation periods, the number of such days to be worked shall be clearly specified; and
- (f) if there is a requirement for Boarding House Employees to vacate premises during non-term time, this shall be clearly specified.

11.2 Part-Time Employees

- (a) Part-Time Employees shall be paid for each hour worked during ordinary time one thirty-eighth of the minimum weekly rate (as calculated in accordance with **clause 7.1**) for a minimum of three hours each start except when **clauses 11.2 (d) and (e)** apply.
- (b) The hourly rates for Part-Time Employees shall be calculated to the nearest whole cent, any amount less than a half cent in the result to be disregarded.
- (c) Boarding Staff classified in accordance with **clause 7.2.12** whose hours of work are averaged in accordance with **clause 11.8(d)** who work in a Part-Time capacity shall be paid at the same weekly rate as a Full-Time Employee with the corresponding classification but in that proportion which the number of hours for which the Part-Time Employee is rostered to work bears to the number of hours for which a Full-Time Employee at that boarding house whose hours of work are averaged in accordance with **clause 11.8(c)** is rostered to work.

- (d) School Assistants as defined in **clause 3(c)(i)** may be paid for a minimum of one hour if employed for a specific program (such as ESL or Special Learning Needs).
- (e) A Bus Driver as defined in **clause 3(e)(viii)** or Cleaning Staff as defined in **clause 3(e)(xii)** or Instructional Services Employees in **clause 3(e)(xvi)** or School Assistant (outdoor education only) in **clause 3(e)(i)** may be engaged for a minimum of two hours.
- (f) **Additional Hours for Part-Time Employees**
 - (i) The Employer may request, but not require, a Part-Time Employee to work additional hours in accordance with the provisions of this **clause 11.2(f)**.
 - (ii) Where a Part-Time Employee works additional hours other than in accordance with **clause 11.14(d)**, the Employee shall be paid for all such additional hours:
 - (A) at the casual rate of pay for the relevant classification, provided that the additional hours fall within applicable daily spread of hours in **clauses 11.4 to 11.11** and **clause 11.13 Shift Work** and do not result in the Employee working more than eight ordinary hours on that day; and
 - (B) in all other cases the Employee will be entitled to payment at the appropriate overtime rate of pay.
 - (iii) Where a Part-Time Employee works additional hours during non-term time in accordance with **clause 11.15(d)**, the terms of that clause will apply.
 - (iv) Where additional hours are worked continuously on a day the Employee is already attending for work, the minimum casual engagement under **clause 11.3(a)** shall not apply.
 - (v) Additional hours worked by a Part-Time Employee in accordance with this clause do not accrue leave entitlements under this Agreement or the NES.

11.3 Casual Employees

- (a) Casual Employees shall be paid:
 - (i) for each hour worked during ordinary time, one thirty-eighth of the minimum weekly rate (as calculated in accordance with **clause 7.1**) for the level at which they are employed; plus
 - (ii) 25 per cent of that amount in compensation for annual leave loading, paid personal/carer's leave, paid compassionate leave, and redundancy.

for a minimum of two hours each start.

(b) The hourly rates for Casual Employees shall be calculated to the nearest whole cent, any amount less than a half cent in the result to be disregarded.

(c) **Right to request casual conversion**

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

11.4 Hours of Work for Employees Classified as School Assistants (except for outdoor education), Clerical and Administrative Employees, Canteen and Uniform Shop Staff, ICT Technicians and other ICT Employees

(a) The ordinary hours of Employees exclusive of meal breaks, shall not, without payment of overtime, exceed an average of 38 hours per week. The ordinary hours of work may be averaged over a period of a fortnight or four weeks.

(b) The ordinary hours shall be worked on any day from Monday to Friday between 7am and 6pm.

(c) The School shall fix the Employee's ordinary hours of work and the ordinary time of meal breaks and the Employee will be informed of this in writing. Such hours shall not be changed, without payment of overtime, for work done outside the fixed hours unless seven days' notice of any change of hours is given by the School to the Employee; provided that such seven days' notice shall not be required if any change of hours is by mutual agreement between the School and the Employee.

11.5 Hours of Work for Employees Classified as Building and Maintenance, Grounds and Horticultural, Cleaning Staff, Janitor and Bus Drivers

(a) The ordinary hours of work for a Full-Time Employee, exclusive of meal breaks, shall not without the payment of overtime exceed an average of 38 per week and shall be worked between the hours of 6.00am and 6.00pm, Monday to Friday inclusive. The ordinary hours of work may be averaged over a period of a fortnight or four weeks.

(b) The ordinary hours of work for Grounds and Horticultural Employees engaged in gardening and turf maintenance can also be worked between 6.00am and 12 noon on Saturdays. The Saturday penalty provisions of **clause 11.12(e)** shall apply to ordinary hours of work performed on Saturdays.

(c) The ordinary hours of work will be worked on no more than five days in any seven days.

(d) The School shall fix the Employee's ordinary hours of work and the ordinary time of meal breaks in their contract of employment and such hours shall not be changed, without payment of overtime for work done outside the fixed hours, unless **four days' notice** of any change of hours is given by the Employer to the Employee. Provided that such four days' notice shall not be required if any change of hours is by mutual agreement between the Employer and the Employee.

- (e) Cleaning Staff may be engaged to work a broken shift in accordance with **clause 11.13(c)**.

11.6 **Hours of Work for Employees Classified as Kitchen Staff, Laundry Staff and Caretaker**

- (a) The ordinary hours of work for a Full-Time Employee, exclusive of meal breaks, shall not without the payment of overtime exceed an average of 38 per week and shall be worked between the hours of 6.00am and 6.00pm, Monday to Sunday inclusive. The ordinary hours of work may be averaged over a period of a fortnight or four weeks.
- (b) The ordinary hours of work will be worked on no more than five days in any seven days.
- (c) The Saturday and Sunday penalty provisions of **clauses 11.11(c) and (d)** shall apply to ordinary hours of work performed on Saturdays and Sundays.
- (d) The School shall fix the Employee's ordinary hours of work and the ordinary time of meal breaks in their contract of employment and such hours shall not be changed, without payment of overtime for work done outside the fixed hours, unless four days' notice of any change of hours is given by the Employer to the Employee. Provided that such four days' notice shall not be required if any change of hours is by mutual agreement between the Employer and the Employee.
- (e) Laundry Staff and Caretakers may be engaged to work a broken shift in accordance with **clause 11.13(c)**.

11.7 **Hours of Work for Employees Classified as Nurses and Wellbeing Services Employees**

- (a) The ordinary hours of work for a Nurse and Wellbeing Services Employee, inclusive of meal times, shall be 152 hours per four week cycle and shall not exceed an average of 38 hours per week.
- (b) The ordinary hours of work shall be worked on any day from Monday to Friday between 6.30am and 6.30pm.

11.8 **Hours of Work for Employees Classified as Boarding House Employees**

- (a) Subject to this **clause 11.8**, the ordinary hours of work for a Full-Time Boarding House Employee classified according to **clause 7.2.12** will be 38 hours per week.
- (b) The ordinary hours may be rostered on any day from Monday to Sunday between 6.00 am and 6.00 pm.
- (c) The ordinary hours of work for Employees who are stood down in accordance with **clause 9.2** shall not exceed 38 hours per week but may be averaged over a period of two term weeks or four term weeks. For such Employees the

provisions of **clauses 11.12(f) and (g)** shall apply in relation to ordinary hours worked on a Sunday.

- (d) The ordinary hours of work for a Full-Time and Part-Time Boarding Staff Employee who are not stood down in accordance with **clause 9.2** may be averaged across a period of up to 12 months. Unless otherwise advised in writing to the Employee, the averaging period will commence on the School Service Date and finish on the day immediately prior to following School Service Date. In the case of:
 - (i) a Full-Time Employee the rostered hours shall not exceed 172 hours in any period of four school term weeks;
 - (ii) a Part-Time Employee the rostered hours will not exceed the relevant proportion of 172 hours in any period of four school term weeks (calculated based on the proportion of the full-time rate of pay the Employee receives as provided for in **clause 11.2(c)**).
- (e) Where a Boarding Staff Employee's hours of work are averaged over a period of 12 months, they will be paid the applicable annual rate in **clause 7.1** (pro rated for Part-Time Employees in accordance with **clause 11.2(c)**) for all weeks of the year, excluding periods of unpaid leave provided for in this Agreement or the NES and **clause 11.13 Shift Work, clause 11.12 Saturday and Sunday Penalty Rates** and **clause 11.17 Overtime** will not apply.

Example

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

- (f) Where a Part-Time Employee works:
 - (i) in the case of an Employee whose hours have been averaged pursuant to **clause 11.8(d)**, additional hours in excess of their rostered hours, the additional hours must be paid at casual rates;
 - (ii) in all other cases, in excess of their ordinary hours of work, the additional hours shall be paid pursuant to **clause 11.2(f)**.
- (g) In respect of a Boarding Staff Employee whose hours are averaged pursuant to **clause 11.8(d)**:
 - (i) where the Employee's employment ceases in the middle of an averaging period;
 - (ii) where the Employee's employment commences after the start of the averaging period; or

- (iii) in the case of a Part-Time Employee, where the Employee's ordinary hours have been increased or decreased during the averaging period (not including on a casual basis pursuant to **clause 11.8(f)(i)**);

then the Employer shall:

- (iv) at the cessation of employment;
- (v) at the next School Service Date; or
- (vi) when the ordinary hours of work changed; (whichever of the above situations apply)

compare the total amount paid to by the Employee since the start of the averaging period (or commencement of employment whichever is later) with the amount the Employee would have earned if their hours had not been averaged in accordance with **clause 11.8(d)**.

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

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

- (h) All Employees shall be entitled to 48 hours off duty each week or 96 hours off each fortnight, at a time mutually convenient to the School and the Employee. Such time off shall be consecutive, as far as practicable, unless the Employee and the School agree otherwise.

11.9 **Hours of Work for Employees Classified as Directors of Child Care Centre/Services and Childcare Workers**

- (a) The ordinary hours of work of Employees shall be an average of 38 hours per week over a one, two or four week cycle.
- (b) Ordinary hours shall be worked in periods not exceeding eight hours, in unbroken periods save for meal breaks, Monday to Friday. Provided that, an Employee engaged to work in a Before and After School Care Centre or Vacation Care Services, may be engaged to work a broken shift to a maximum of two shifts per day in accordance with **clause 11.13(c)**.
- (c) The commencement time of the ordinary hours of work shall not be earlier than 6.30 am and the ceasing time of the ordinary hours of work shall not be later than 6.30 pm.

(d) **Non-Contact Time**

- (i) Employees responsible for programming and planning for a group of children shall be allowed up to 2 hours per week away from face to face work with the children in their care. The time is to be spent on planning, preparing, researching and programming activities. Part-Time Employees will be given a pro rata amount of this time.
- (ii) Such non-contact time shall be granted to the Employee when such Employee requests that such time is necessary. The hours at which such non contact time will be taken will be determined by the Director following discussions with the Employee concerned.
- (iii) Wherever possible non contact time should be rostered in advance so as to minimise the disruption to the service and the cost impact.

11.10 Hours of Work for Employees Classified as Instructional Services Employees, and School Assistants (outdoor education only)

- (a) The ordinary hours of work for Instructional Services employees classified according to **clause 7.2.16** shall be inclusive of meal times and the spread of hours shall not exceed twelve in any one day. The ordinary hours shall be worked on any day from Monday to Saturday between 6.00 am and 6.00 pm.
- (b) The provisions of **clause 11.12** shall apply in relation to ordinary hours worked by Instructional Services employees on Saturday and Sunday.

11.11 Variation of Daily Span of Hours

Where a daily span of hours is specified in **clauses 11.4 to 11.10**, and there is mutual agreement between the Employer and a majority of Employees in the particular group at a School, the starting and finishing times may be varied by up to one hour so long as the total hours remain unchanged.

11.12 Saturday and Sunday Penalty Rates

- (a) This **clause 11.11** applies to:
 - (i) Kitchen Staff and Laundry Staff classified under **clauses 7.2.6 and 7.2.9**;
 - (ii) Caretakers classified under **clause 7.2.10**;
 - (iii) Boarding House Employees classified under **clause 7.2.12**;
 - (iv) Grounds and Horticultural Employees classified under **clause 7.2.4, and**
 - (v) Instructional Services Employees classified under **clause 7.2.16**.
- (b) An Employee required to work ordinary hours on a Saturday or Sunday shall be paid the ordinary time rate of pay plus a penalty calculated in accordance

with the relevant provisions of the clause. Where hours are rostered in accordance with **clauses 11.5** (Grounds and Horticultural Employees only), **11.6 and 11.8** or **clause 11.13 Shift Work** such hours cannot properly be regarded as overtime as they are ordinary hours. All penalty rates set out in this clause are to be calculated by reference to the unaveraged rate of pay applicable to the Employee's classification.

- (c) Kitchen Staff classified under **clause 7.2.6**, Laundry Staff classified under **clause 7.2.9**, School Assistants (Outdoor education only) under **clause 11.4** and Instructional Services Staff classified under **clause 7.2.16**, shall be paid a penalty of 25% for ordinary hours worked on a Saturday and a penalty of 75% for ordinary hours worked on a Sunday.
- (d) Caretakers classified under **clause 7.2.10** engaged as Part-Time or Full-Time Employees shall be paid a penalty of 55% for ordinary hours worked on a Sunday. Casual Caretakers shall be paid a penalty of 30% in addition to the casual loading for ordinary hours worked on a Sunday.
- (e) Grounds and Horticultural Employees classified under **clause 7.2.4** engaged as Part-Time or Full-Time Employees shall be paid a penalty of 42% for ordinary hours worked up to 12 noon on Saturday. Casual Grounds and Horticultural Employees shall be paid a penalty of 37% in addition to the casual loading for ordinary hours worked up to 12 noon on Saturday.
- (f) Boarding House Employees classified under **clause 7.2.12** engaged as Casual Employees shall be paid a penalty of 20% in addition to the casual loading for ordinary hours worked on a Sunday.
- (g) Boarding House Employees classified under **clause 7.2.12** engaged as Part-Time or Full-Time Employees shall be paid a penalty of 28% for ordinary hours worked on a Sunday if their hours of work are not averaged in accordance with **clause 9.2**.
- (h) The penalty rates within this **clause 11.12 Saturday and Sunday Penalty Rates** and in **clause 11.17 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.

11.13 Shift Work

- (a) Employees may be rostered to work their ordinary hours of work as part of a shift work arrangement, where such rostered hours may be outside of the span of hours provided for in **clauses 11.4 to 11.11**. An Employee may only be required to work their ordinary hours on such days of the week set out in **clauses 11.4 to 11.10**.

(b) **Straight Shifts**

- (i) Employees can be rostered to work ordinary hours of work in a straight shift in accordance with the following provisions:
 - (A) the ordinary hours for shift work will be worked continuously each shift (except for broken shifts and meal breaks) and shall not exceed 10 hours, inclusive of a meal break, in any shift; and
 - (B) the ordinary hours for shift work shall be rostered in accordance with **clause 11.13(d)**.
- (ii) The following shift penalties shall be paid to Employees in respect of work performed during ordinary hours for shifts as defined below:

Full-Time & Part-Time Employees

	Definition of Shift	Percentage
Afternoon shift	Finishing after the ordinary hours defined in clauses 11.4 to 11.10 and at or before midnight.	15%
Night shift	Finishing subsequent to midnight and at or before 8.00 am or any shift commencing at or after midnight and before 5.00 am.	
	Rotating night shift with day or afternoon shift.	15%
	Non-rotating night shift: A shift system in which night shifts are worked which do not rotate or alternate with another shift so as to give the Employee at least one third of the Employee's working time off night shift in each roster cycle.	30%

Casual Employees (percentage includes casual loading in clause 11.3(a)(ii))

	Definition of Shift	Percentage
Afternoon shift	Finishing after the ordinary hours defined in clauses 11.4 to 11.10 and at or before midnight.	40%
Night shift	Finishing subsequent to midnight and at or before 8.00 am or any shift commencing at or after midnight and before 5.00 am.	
	Rotating night shift with day or afternoon shift.	40%

<p>Non-rotating night shift: A shift system in which night shifts are worked which do not rotate or alternate with another shift so as to give the Employee at least one third of the Employee's working time off night shift in each roster cycle.</p>	<p>55%</p>
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(iii) Where an Employee is paid a shift penalty the Employee is not entitled to be paid overtime in addition to the shift penalties.

(iv) The shift penalties are calculated on the unaveraged rate of pay.

(c) **Broken Shifts**

(i) 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.

(ii) Subject to **clause 11.13(c)(iii)**, an Employee, other than a Casual, required to work a broken shift will be paid at the ordinary time rate plus a penalty of 15% of the unaveraged ordinary time rate for each hour worked during the broken shift.

(iii) An Employee (other than a Casual Employee) who is employed in a child care classification under **clause 7.2.15** in a Before and After School Care Centre or Vacation Care Services and who is required to work a broken shift will be paid the allowance (for each broken shift worked) in **Table 10 of Schedule 1 - Classifications, Rates of Pay and Allowances** instead of the penalty in **clause 11.13(c)(ii)**.

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

(v) The provisions of **clause 11.13(c)(iv)** do not apply to a Boarding House Employee who is provided with reasonable accommodation including living quarters, fuel and light, and available to the Employee for their exclusive use for 52 weeks of the year, at no cost to the Employee.

(d) **Rostering of Shift Work**

(i) For Employees working a straight shift or a broken shift under **clauses 11.13(b) or 11.13(c)**, a roster showing normal starting and finishing times and the name of each Employee will be prepared by the Employer and will be provided to Employees in writing at least seven days before the commencement of the roster period.

(ii) If an Employee is rostered to work ordinary hours on a Saturday or Sunday, he/she will be paid the appropriate penalty in accordance with **clause 11.12 Saturday and Sunday Penalty Rates**.

- (iii) A roster may be altered by mutual consent at any time or by amendment of the roster by the Employer on seven days' notice.
- (iv) Notwithstanding **clause 11.13(d)(iii)** 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.
- (v) 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.

11.14 Breaks Between Periods of Duty

- (a) An Employee will be entitled to a minimum break of 10 consecutive hours between the end of one period of duty and the beginning of the next. This applies in relation to both ordinary hours and where overtime is worked.
- (b) Where an Employer requires an Employee to continue or resume work without having a 10-hour break off duty, the Employee is entitled to be absent from duty without loss of pay until a 10-hour break has been taken or be paid at 200% of the unaveraged ordinary rate of pay until released from duty.
- (c) The entitlements in **clauses 11.14(a) and (b)** do not apply to:
 - (i) a Boarding House Employee, where the periods of duty are concurrent with a sleepover;
 - (ii) 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;
 - (iii) an Employee who is attending a school camp or excursion; or
 - (iv) an Employee working a broken shift.

11.15 Pupil Vacation Periods

- (a) An Employee, except Boarding House Employees who work in accordance with **clause 11.8(d)**, may be stood down on leave of absence without pay during all pupil vacation periods when no work is available. Provided that the contract for employment shall be deemed not to have been broken for the purposes of this Agreement and any relevant statute by such leave of absence during pupil vacation periods. Leave will continue to accrue during such periods.

(b) **Public Holidays During Stand Down**

- (i) Any public holidays falling within a period of stand down on leave of absence without pay shall be paid at the ordinary rate of pay if they fall on a day which the Employee normally works.
 - (ii) **Unaveraged Wage Employees** - If an Employee receives an unaveraged rate of pay, the Employee must receive payment in accordance with **clause 11.15(b)(i)** for such public holidays.
 - (iii) **Averaged Wage Employees** - Payment for such public holidays is part of the averaged rate of pay so no additional payment is required when an averaged rate of pay is being paid to an Employee.
- (c) In accordance with the Employee's letter of offer of appointment, and any agreed variations to such letter, an Employee may be required to work during pupil vacation periods during which the Employee is ordinarily stood down. If the Employee's letter of appointment or any agreed variations to such letter, does not specifically designate the period required to be worked during pupil vacation periods, the Employee shall be given eight weeks' notice of such requirement to work prior to the commencement of the pupil vacation period. The Employee may be required to work during the ordinary hours and days which the person normally works, provided that the Employee may agree to work on different days or for different hours or with a lesser period of notice.
- (d) An Employee required to work as outlined in **clause 11.15(c)** (where the period required to be worked is not specifically designated in the Employee's letter of appointment or any agreed variations to such letter) shall be paid at casual rates in addition to any other remuneration received if the Employee is paid an averaged rate of pay pursuant to **clauses 9.2(c) and (d)**.

11.16 Meal Breaks

- (a) A meal break of not more than one hour nor less than half an hour shall be allowed to Employees who are engaged or rostered to work for more than 5 hours each day for lunch and/or an evening meal where work continues after 6.00pm. This meal break shall be at a time mutually agreed upon between the School and the Employee.
- (b) Employees shall be allowed a rest break of ten minutes daily and this break shall be counted as time worked.

11.17 Overtime

- (a) The School may require an Employee to work reasonable overtime at overtime rates, or as otherwise provided.
- (b) All time required by the School to be worked outside the ordinary hours of work prescribed by **clauses 11.4, 11.5, 11.6, 11.8, 11.9, 11.10 and 11.11** shall be classified as overtime and shall be paid for at the unaveraged rate as follows:

- (i) Monday - Saturday Time and one-half for the first two hours and double time thereafter.
 - (ii) Sunday Double time
- (c) **Overtime Rates for Nurses**
- All time required by the School to be worked outside the ordinary hours of work prescribed by **clause 11.7** by Employees classified as Nurses in accordance with **clause 7.2.13** shall be classified as overtime and shall be paid for at the unaveraged rate of time and one-half for the first two hours and double time thereafter.
- (d) **Overtime Rates for Instructional Services Employees**
- (i) All time required by the School to be worked outside the ordinary hours of work prescribed by **clause 11.10** by Employees classified as Instructional Services Employees in accordance with **clause 7.2.16** shall be classified as overtime and shall be paid for at the unaveraged rate of time and one-half for the first three hours and double time thereafter.
 - (ii) All overtime worked by Instructional Services Employees on a Sunday shall be paid for at the unaveraged rate of double time.
- (e) In computing overtime, each day shall stand alone.
- (f) For the avoidance of doubt, Casual Employees are entitled to overtime payments in accordance with this clause, on the basis that the overtime rate of pay will be calculated on the rate set out in **clause 11.3(a)(i)**, with the casual loading in **clause 11.3(a)(ii)** added to that rate. For example, time and one half for a casual will be 175% (150% plus the 25% casual loading) of the minimum hourly rate.
- (g) Where hours are rostered in accordance with **clauses 11.4 to 11.11 and 11.13** such hours cannot be regarded as overtime.

11.18 Time Off in Lieu of Payment for Overtime

- (a) The School may elect, with the consent of the Employee, to provide time off in lieu of payment for overtime at a time or times agreed between the parties. The Employee's agreement to accept time off in lieu of payment for overtime should be in writing.
- (b) Overtime taken as time off during ordinary hours shall be taken at the ordinary time rate, that is an hour for each hour worked.
- (c) If, having agreed to take time as leave in accordance with **clause 11.18(a)**, and if, for whatever reason, the leave is not taken, payment for time accrued at overtime rates shall be made at the expiry of 12 months period or on termination.

- (d) Where no agreement is reached in accordance with **clause 11.18(a)**, the Employee shall be paid overtime rates in accordance with this Agreement.

11.19 Make-up Time

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

12. Termination of Employment

12.1 Notice of Termination

- (a) The employment of a Full-Time or Part-Time Employee may be terminated by either party by giving notice to the other party as set out in the following table "Period of Notice", or by the payment or forfeiture of all or part of the equivalent wages in lieu of notice.

PERIOD OF NOTICE

<u>Years of Continuous Service</u>	<u>Period of Notice</u>
1 year or less	1 week minimum
1 year and up to the completion of 3 years	2 weeks minimum
3 years and up to the completion of 5 years	3 weeks minimum
5 years and over	4 weeks minimum

In addition to the notice periods above Employees aged over 45 years and who have completed at least 2 years continuous service with the Employer are entitled to one additional week's notice from the Employer.

- (b) The provisions of this clause shall not affect the right of the Employer to dismiss any Employee without notice for serious misconduct and in such cases, wages shall be paid up to the time of dismissal only.
- (c) The employment of a Casual Employee may be terminated by one hour's notice by either party.

12.2 Forfeiture

- (a) If an Employee, who is at least 18 years old, fails to give notice in accordance with **clause 12.1** or fails to work out the notice period, the Employee may, to the extent permitted by law, specifically authorise the Employer to deduct from monies due, including any annual leave or long service leave payments, an amount equal to the gross ordinary rate of pay for the notice not worked, or not given, to a maximum of one week's pay. Any outstanding balance becomes a debt due to the Employer.

- (b) Deductions pursuant to **clause 12.2(a)** are made from an Employee's gross salary. For example, one week's notice not worked or not given will be fully satisfied by an amount equal to one week's salary being deducted by the Employer before tax is applied.
- (c) Where the Employee declines to authorise such a deduction under **clause 12.2(a)**, either in full or in part, the remaining amount outstanding equal to the gross ordinary rate of pay for the notice not worked, or not given, becomes a debt due to the Employer, to a maximum of one week's pay.

12.3 Statement of Service

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

12.4 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. This clause does not apply to an Employee who is entitled to the provisions of **clause 13.5**.

12.5 Payment on termination of employment

- (a) The Employer must pay an Employee no later than 7 days after the day on which the Employee's employment terminates:
 - (i) the Employee's wages under this Agreement for any complete or incomplete pay period up to the end of the day of termination; and
 - (ii) all other amounts that are due to the Employee under this Agreement and the NES.
- (b) The requirement to pay wages and other amounts under **clause 12.5(a)** is subject to any order of the Fair Work Commission, and the Employer making deductions authorised by this Agreement or the Act.

Note 1: The date of termination cannot be before the date on which the notice is given where payment in lieu of notice is made.

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

13. Consultation and Redundancy

13.1 Application

- (a) This **clause 13** shall apply in respect of Full-Time and Part-Time Employees. **Clauses 13.1, 13.2, 13.3 and 13.10** only shall also apply in respect of Casual Employees.
- (b) The provisions of **clauses 13.4 to 13.9** shall only apply to the Employer if it employs 15 or more employees immediately prior to the termination of employment of Employees.
- (c) Notwithstanding anything contained elsewhere in this Agreement, the provisions of **clauses 13.4 to 13.9** shall not apply to Employees with less than one year's continuous service.
- (d) The provisions of **clauses 13.4 to 13.9** shall not apply where employment is terminated as a consequence of conduct that justifies instant dismissal, including malingering, inefficiency or neglect of duty, or in the case of Casual Employees, or Employees engaged for a specific period of time or for a specified task or tasks or where employment is terminated due to the ordinary and customary turnover of labour.

13.2 School's Duty to Notify and Discuss

- (a) Where the Employer has made a definite decision to introduce major changes in production, program, organisation, structure or technology that are likely to have significant effects on Employees, the School shall notify the Employees who may be affected by the proposed changes, and the Union to which they belong.
- (b) 'Significant effects' include termination of employment, major changes in the composition, operation or size of the School'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.

13.3 Discussions with Employees and their Representatives

- (a) The Employer shall discuss with the Employees affected by the introduction of such changes, and the Union to which they belong, the introduction of the changes, the likely effect on the Employees and the measures taken to avert or mitigate the adverse effects of such changes, as soon as is practicable after the Employer has made the decision outlined in **clause 13.2(a)**.
- (b) The Employees may appoint a representative for the procedures outlined in this Part. If an Employee appoints, or Employees appoint, a representative for the purposes of consultation and the Employee or Employee's representative advises the Employer of the identity of the representative, the Employer must recognise that representative. Where an Employee is a member of a Union,

the Union will be that Employee's representative unless the Employee appoints another person or revokes the Union's status as their representative.

- (c) For the purpose of the discussions the Employer shall provide, in writing, to the Employee concerned, all relevant information about the proposed changes including the reasons for, and the nature of, the proposed changes, the number and categories of Employees likely to be affected, information about the expected effects of the changes on the Employees, and any other matters likely to affect the Employees. This information shall be provided as soon as practicable after the Employer has made the decision outlined in **clause 13.2(a)**, provided that the Employer shall not be required to disclose confidential or commercially sensitive information.
- (d) The Employer must give prompt and genuine consideration to matters raised about the major changes by the Employees or their representatives.

13.4 Notice

- (a) This clause sets out the notice provisions to be applied to terminations by the Employer for reasons arising from **clause 13.2**.
- (b) In order to terminate the employment of an Employee on the basis of redundancy, the Employer shall give to the Employee notice in accordance with **clause 12.1**.
- (c) Payment in lieu of the notice above shall be made if the appropriate notice period is not given. Provided that employment may be terminated by part of the period of notice specified and part payment in lieu thereof.

13.5 Time off During the Notice Period

- (a) During the period of notice of termination given by the Employer under this **clause 13**, an Employee shall be allowed up to one day's time off without loss of pay during each week of notice, to a maximum of five days, for the purposes of seeking other employment.
- (b) If the Employee has been allowed paid leave for more than one day during the notice period for the purpose of seeking other employment, the Employee shall, at the request of the Employer, be required to produce proof of attendance at an interview or the Employee shall not receive payment for the time absent.

13.6 Employee Leaving During the Notice Period

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

13.7 Transfer to Lower Paid Duties

Where an Employee is transferred to lower paid duties for reasons set out in **clause 13.2** of this part, the Employee shall be entitled to the same period of notice of transfer as the Employee would have been entitled to if the Employee's employment had been terminated, and the Employer may at the Employer's option make payment in lieu thereof of an amount equal to the difference between the former ordinary time rate of pay and the new ordinary time rate for the number of weeks of notice still owing.

13.8 Severance

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

<u>Years of Service</u>	<u>Severance Pay</u>
Less than 1 year	Nil
1 year and less than 2 years	4 weeks' pay
2 years and less than 3 years	6 weeks' pay
3 years and less than 4 years	7 weeks' pay
4 years and less than 5 years	8 weeks' pay
5 years and less than 6 years	10 weeks' pay
6 years and less than 7 years	11 weeks' pay
7 years and less than 8 years	13 weeks' pay
8 years and less than 9 years	14 weeks' pay
9 years and less than 10 years	16 weeks' pay
10 years and over	12 weeks' pay

13.9 Alternative Employment

Subject to an application by the Employer and further order of the Fair Work Commission, an Employer may pay a lesser amount (or no amount) of severance pay than that contained in **clause 13.8** if the School obtains acceptable alternative employment for an Employee.

13.10 Change to Regular Rosters or Ordinary Hours of Work

- (a) The Employer will consult with Employees about a change to their regular roster or ordinary hours of work.
- (b) For the purposes of this **clause 13.10** the Employer will:
 - (i) provide information to affected Employees about the change; and

- (ii) invite affected Employees to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities); and
 - (iii) consider any views that are given by the Employees.
- (c) Employees may be represented for the purposes of consultation under this **clause 13.10**.

PART E – Leave

14. Annual leave

14.1 Definition

For the purposes of this **clause 14**:

- (a) **'School Service Date'** means the usual commencement date of employment at the School for Employees in any school year; and
- (b) **'Employee'** means any Employee other than a Casual Employee.

14.2 Annual Leave Payment

- (a) All Employees, other than Casual Employees, shall receive four weeks' paid annual leave in accordance with the Act, such leave to be taken at a time mutually agreed with the Employer.
- (b) **Averaged Wage Employees**

For Employees whose wages are averaged in accordance with **clauses 9.2(c) and (d)**, the payment for annual leave forms part of the averaged rate of pay that is paid in equal instalments throughout the year during term time and non- term time.

14.3 Annual Leave Loading

- (a) Annual leave loading is payable to an Employee in addition to the pay for a period of annual leave taken by an Employee.
- (b) Subject to **clause 14.3(d)**, the loading is the amount payable for the period of leave at the rate of 17.5% of the Employee's weekly rate of pay which the Employee received immediately before commencing the annual leave. The weekly rate of pay on which the 17.5% loading is calculated shall not include any allowances or any other payments prescribed by this Agreement.
- (c) **Annual Leave Loading for Averaged Wage Employees**

Where annual leave is taken by an Employee receiving an averaged rate of pay during the summer non-term time the Employee shall be entitled to the fraction of four weeks' annual leave loading as is equal to the number of weeks worked by the Employee in that school year since the School Service Date compared to the total number of weeks of work in the School year, as set out below:

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

(d) **Annual Leave Loading for Employees Working Shift Work**

Employees who would have worked on shift work had they not been on annual leave shall be paid an annual leave loading of 17.5% in accordance with **clauses 14.3(b) or (c)** or the applicable shift penalties for the period, whichever is the greater.

14.4 Payment on Termination of Employment

(a) **Averaged Wage Employees**

Where an Employee receives an averaged rate of pay, in accordance with **clauses 9.2(c) and (d)**, and the Employee's employment ceases, the Employer shall compare the total amount received by the Employee during that school year since the School Service Date (or the date of commencement of employment of the Employee if after the School Service Date that year) with the amount the Employee would have earned if their salary had not been averaged in accordance with **clauses 9.2(c) and (d)** including accrued annual leave. Where the amount paid to the Employee is the lesser amount of the two compared, the Employee shall, upon termination, be paid the difference between the averaged amount paid and such higher amount.

(b) **Unaveraged Wage Employees**

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

(c) **Annual Leave Loading on Termination**

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

- (i) in the case of an Employee whose wages are not averaged be paid the annual leave loading of 17.5% on all accrued but untaken annual leave; or
- (ii) in the case of an Employee who receives an averaged rate of pay, be paid annual leave loading calculated in accordance with **clause 14.3(c)**, for the period not taken.

14.5 Cashing Out of Annual Leave

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

- (i) the Employee may elect to cash out an amount of annual leave such that the Employee's remaining accrued annual leave entitlement after cashing out is not less than 4 weeks;

- (ii) the Employee must make a written election, to the Employer, stating that the Employee wishes to cash out a specified portion of their accrued annual leave;
 - (iii) the Employer, in its discretion, provides written authorisation to the Employee to cash out the specified accrued annual leave on a particular date;
 - (iv) if the Employee making the written election is under 18 years of age, the election must be also signed by the Employee's parent or guardian; and
 - (v) the Employee shall be paid at least the full amount that would have been payable to the Employee had the Employee taken the leave that they cash out in accordance with this **clause 14.5**.
- (b) If an Employee cashes out an amount of accrued annual leave in accordance with this clause:
- (i) the Employer will, within a reasonable time, give the Employee the amount of pay they would have received if they had taken the annual leave that the Employee cashed out; and
 - (ii) the Employee will no longer be entitled to the annual leave they have cashed out.

15. Personal Leave

15.1 Entitlement

- (a) An Employee, with the exception of a Casual Employee, shall be entitled to ten days' personal leave during each year of service which may be taken by the Employee if the Employee is not fit for work because of personal illness or personal injury.
- (b) Employees shall not be entitled to paid leave of absence for any period in respect of which the Employee is entitled to payment under the *Worker's Compensation Act 1951 (ACT)*.
- (c) The Employee shall notify the Principal of the School, or other such person deputised by the Principal, of the general nature of the injury or illness and the estimated duration of the absence, where practicable, prior to the commencement of the first organised School activity on that day.
- (d) The School may require the Employee to provide such evidence as the School or School medical officer may reasonably desire that the Employee was unable, by reason of such illness or injury, to attend for duty on the day or days for which personal leave is claimed.
- (e) For the purposes of this **clause 15** 'day' means the number of hours which the Employee would have worked on that day if not absent.

15.2 Accumulation of Personal Leave

- (a) If all personal leave is not taken in a year, the untaken leave shall accumulate from year to year. Personal leave will accumulate indefinitely.
- (b) If a public holiday as defined in **clause 23.1** occurs during an Employee's absence on personal leave then such public holiday shall not be counted as personal leave.

15.3 Medical Evidence Supporting Claim

- (a) Other than in respect of the first two days of personal leave taken in any year, an Employee shall, upon request, provide a medical certificate (or such other evidence that would satisfy a reasonable person) addressed to the School, or, if the School requires, to the School medical officer.
- (b) Where an Employee has taken frequent single days of personal leave, or taken extended personal leave such that the School requires additional information in relation to the Employee's sickness, then the School may take action in accordance with this **clause 15.3(b)**:
 - (i) The School may arrange a meeting in order to clarify the position with the Employee. The invitation to the Employee to attend the meeting shall be in writing (signed by the Principal or the Principal's delegate) with sufficient notice for the Employee to reasonably be able to attend the meeting. The invitation shall also refer to the provisions of this Agreement clause and shall indicate the grounds for the School's concern about personal leave taken by the Employee. The School shall invite the Employee to respond verbally at the meeting to the issues raised by the School. An Employee shall not unreasonably fail to attend such a meeting where invited by the School to do so.
 - (ii) After consideration of the Employee's response, if any, the School may:
 - (A) require further evidence of illness; and/or
 - (B) require the Employee to provide a medical report from a doctor nominated by the School (at the cost of the School) in relation to:
 - (I) the likely period of absence;
 - (II) if relevant, any limitations on the Employee's ability to perform the requirements of their role;
 - (III) if relevant, any services or facilities which may be required to accommodate any such limitations;
 - (IV) if relevant, whether the Employee is likely to be able to perform the requirements of their role in the foreseeable future; or
 - (V) to establish eligibility for personal leave (and no other information); and/or
 - (C) discuss with the Employee any other action.

- (iii) Where an Employee fails to attend a meeting as requested by the School pursuant to **clause 15.3(b)(i)** and does not provide a reasonable explanation for such failure, or does not provide further evidence of illness as outlined in **clause 15.3(b)(ii)**, then following prior written notice the School may cease payment of sick leave if the School has reasonable grounds for a belief that the Employee is not entitled to sick leave for that absence.
- (iv) The Employee may request that the matter be discussed at any stage between the Employee's representative and the representative of the School.

15.4 Part-Time Employees

The personal leave entitlement of a Part-Time Employee shall be in that proportion which the average number of ordinary hours worked by the Employee in a week bears to 38. When the number of hours worked by a Part-Time Employee varies, the personal leave entitlement of the Employee shall be calculated and credited to the Employee in hours at the time of such variation.

16. Carer's Leave

16.1 Use of Personal Leave

- (a) A Full-Time or Part-Time Employee with responsibilities in relation to a class of person set out in **clause 16.1(d)(ii)** who needs the Employee's care and support shall be entitled to use, in accordance with this **clause 16.1**, any current or accrued personal leave entitlement provided for in **clause 15**, for absences to provide care or support for such persons when they are ill or injured, or who require care due to an unexpected emergency. Such leave may be taken for part of a single day.
- (b) The Employee shall, if required by the School, establish either by production of a medical certificate, statutory declaration by the Employee, written statement or other evidence that:
 - (i) the person concerned is ill or injured and requires care; or
 - (ii) the nature of the emergency and that such emergency resulted in the person concerned requiring the Employee's care.
- (c) In normal circumstances, an Employee shall not take carer's leave under this **clause 16.1** where another person has taken leave to care for a person referred to in **clause 16.1(d)(ii)**.
- (d) The entitlement to use personal leave in accordance with this **clause 16.1** is subject to:
 - (i) the Employee being responsible for the care or support of the person concerned; and

- (ii) the person concerned being:
 - (A) a member of the Employee's 'immediate family' as defined in section 12 of the Act or
 - (B) a member of the Employee's household.
- (e) The Employee shall not be entitled to paid carer's leave unless he or she notifies the School of the need for carer's leave and the estimated period of absence at the first available opportunity and, where possible, before the first organised activity at the School on the day of absence.
- (f) Any carer's leave taken in accordance with this clause shall be deducted from the sick leave entitlement of the Employee in accordance with **clause 15 Personal Leave**.

16.2 Use of Annual Leave for the purposes of Carer's Leave

- (a) If an Employee has exhausted their entitlement provided for under **clause 15 Personal Leave**, an Employee may elect, with the consent of the School, to take annual leave not exceeding ten days in single-day periods, or part thereof, in any calendar year at a time or times agreed by the parties.
- (b) An Employee and the School may agree to defer payment of annual leave loading in respect of single day absences, until at least five annual leave days are taken.
- (c) An Employee may elect with the School's agreement to take annual leave at any time within a period of 24 months from the date at which it falls due.

16.3 Unpaid Carer's Leave

Subject to the requirements in **clauses 16.1(b) and (e)**, an Employee (including a Casual Employee) is entitled to a period of up to two days' unpaid carer's leave for each occasion when a member of the Employee's 'immediate family' (as defined in section 12 of the Act) or household requires care and support because of because of:

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

17. Parental Leave

17.1 General

- (a) Employees are entitled to take unpaid parental leave in accordance with the provisions of the Act, subject to the limitations and conditions contained in that Act.
- (b) A period of paid parental leave will count as service for the purposes of annual leave, leave loading, personal/carer's leave and long service leave, and incremental progression under this Agreement.

- (c) The entitlement to paid parental leave provided for in **clauses 17.2 and 17.3** is inclusive of, and not in addition to, the Employee's entitlement to take unpaid parental leave (including concurrent parental leave) in accordance with the Act.

17.2 Paid Parental Leave (initial primary caregiver)

- (a) An Employee (other than a casual employee) will be entitled to take paid parental leave in accordance with **clause 17.2** if:
 - (i) they have completed 12 months' continuous service at the time of the birth of the child (or expected date of birth) or date of placement of the child (or expected date of placement); and
 - (ii) they will be the primary person responsible for the care of the child from the child's date of birth (being birth-related leave under the Act) or, in the case of adoption (being adoption-related leave under the Act) from the child's date of placement with the Employee.
- (b) The amount of paid parental leave for an Employee who is the initial primary caregiver and applies for unpaid parental leave of at least fourteen weeks under the Act, shall be fourteen weeks, provided that if the Employee takes a lesser period of leave or whose employment ends before the end of the fourteen weeks of leave, the Employee shall be entitled to that lesser amount of paid leave.
- (c) If an Employee has taken a previous period of parental leave, the Employee is not entitled to the benefit described in this **clause 17.2** for a consecutive period of maternity leave unless the Employee returns to work at the School for a period of at least 6 months following the previous period of parental leave. However, the Employee will be entitled to unpaid parental leave in accordance the Act.
- (d) The Employee must be paid:
 - (i) at the rate the Employee was paid at the time of commencing the leave, if the Employee is paid a lump sum in accordance with **clause 17.2(d)(i)**; or
 - (ii) at the rate that would otherwise apply to the Employee, if the Employee is paid at the usual times and intervals that other Employees are paid at the school.

Provided where the Employee's salary is averaged in accordance with **clause 9.2**, such payment is made at the unaveraged rate.

- (e) The Employee must be paid:
 - (i) in a lump sum; or
 - (ii) if the Employee requests, at the usual times and intervals that other Employees are paid at the School.

- (f) The School must pay the first or lump sum payments at the pay period commencing closest to:
 - (i) six weeks before the anticipated date of birth; or
 - (ii) if the birth occurs before the time referred to **clause 17.2(e)(i)**, the date of the birth; or
 - (iii) if the Employee has not commenced maternity leave at the time referred to in **clause 17.2(e)(i)**, when the Employee commences leave which shall not be later than the date of birth; or
 - (iv) a later date agreed between the Employer and the Employee where the date of birth falls during the summer non-term time. Provided that where such an Employee receives an averaged rate of pay, the paid parental leave will commence not sooner than the School Service Date.
- (g) If an Employee's pregnancy is terminated other than by the birth of a living child:
 - (i) more than 20 weeks before the anticipated date of birth, the Employee is not entitled to the payment;
 - (ii) less than 20 weeks before the anticipated date of birth, the Employee is entitled to the payment while she remains on leave.
- (h) An Employee must give notice of the intention to take parental leave, and provide other notice and documentation, as required by section 74 of the Act.

17.3 Paid Parental Leave (not initial primary caregiver)

- (a) An Employee (other than a casual employee) that has an entitlement to, and takes, unpaid parental leave under the Act but is not the initial primary caregiver as defined at **clause 17.2(a)**, shall be entitled to paid parental leave pursuant to this clause.
- (b) An Employee shall be entitled to two weeks' paid leave commencing on the day of birth of the child or on the day on which the mother of the child leaves hospital, or in the case of an adoption, from the date of placement of the child.
- (c) An Employee who was not the initial primary caregiver, but who subsequently becomes the primary person responsible for the care of the child because the initial primary caregiver has returned to work or studies, will be entitled to a maximum period of 12 weeks paid parental leave. This period of paid parental leave must be taken within the 12 month period commencing from the date of the child's birth or in the case of adoption, from the date of placement of the child. This period of up to 12 weeks paid parental leave is in addition to the two week entitlement to paid parental leave under **clause 17.3(b)**. If the Employee takes a lesser period of leave or whose employment ends before the end of the 12 weeks of leave, the Employee shall be entitled to that lesser amount of paid leave.

Note: The Employee who was not the initial primary caregiver must have 12 months of continuous service at the time of the birth of the child or placement of the child to access the up to 14 weeks paid parental leave, pursuant to **clause 17.3**.

- (d) An Employee must give notice of the intention to take parental leave, and provide other notice and documentation, as required by section 74 of the Act.
- (e) Paid parental leave provided for in this **clause 17.3** comes out of the Employee's entitlement to 12 months of unpaid parental leave under the Act.

17.4 **Casual Employees**

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

17.5 **Right to Request in Context of Parental Leave**

- (a) Under the NES, an Employee who is entitled to parental leave may make a request to the Employer to extend the 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 in accordance with the NES.
- (b) The obligations of the Employer and procedures to be followed in responding to the request are set out in section 76A of the Act, including the right to refuse the request based on reasonable business grounds and following discussions with the Employee.

Note: Disputes about requests for extensions to unpaid parental leave may be dealt with under **clause 6 Dispute Resolution** and/or section 76B of the Act.

17.6 **Communication during Parental Leave**

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

- (b) The Employee shall take reasonable steps to inform the 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 **clause 17.6(a)**.

18. Long Service Leave

18.1 General Provisions

- (a) Except in so far as expressly varied by the provisions of this clause, the provisions of the:
 - (i) *Long Service Leave Act 1976 (ACT) (LSL Act); or*
 - (ii) *Long Service Leave (Portable Schemes) Act 2009 (ACT) (LSLPS Act)*
 shall apply to Employees employed under this Agreement.
- (b) For the avoidance of doubt, any long service leave which has accrued under the previous industrial instruments will be recognised by the School. The new rate of accrual will be in accordance with the provisions of this Agreement unless the Employee has made an election under **clause 24.1** to receive additional superannuation contributions in which case the Employee will accrue long service leave at the rate applying in accordance with the LSL Act or the LSLPS Act.
- (c) For the purpose of this **clause 18 Long Service Leave**, an Employee shall be deemed to have completed a year of service if he or she had been employed for the whole of the term time of that calendar year.

18.2 Quantum of Leave – LSL Act

- (a) An Employee who has completed seven years' service with the School is entitled to long service leave for the period of the service.
- (b) Up until an Employee has completed ten years' service with the School, he or she shall accrue long service leave at the rate of 1.3 weeks for each completed year of service.
- (c) After completing ten years' service an Employee will accrue long service leave at the rate of 2 weeks for each completed year of service.
- (d) **Payment on termination after seven or more years of service**

Should the employment of an Employee cease for any reason after the Employee has completed at least seven years of service, on termination the

Employee shall be paid out all accrued long service leave minus any leave that has been taken.

(e) **Payment on termination with less than seven years' service**

Should the employment of an Employee cease for any reason other than for serious misconduct and the Employee has:

- (i) completed at least five years' service with the School; and
- (ii) not yet completed seven years' service with the School,

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

18.3 Quantum of Leave – LSLPS Act

(a) An Employee is entitled to take long service leave on completion of the required service under the LSLPS Act.

(b) Up until an Employee has completed ten years' service with the School, he or she shall accrue long service leave at the rate of 1.3 weeks for each completed year of service. This rate of accrual includes that leave which accrues under the LSLPS Act and the additional leave provision under this Agreement.

(c) After completing ten years' service an Employee will accrue long service leave at the rate of 2 weeks for each completed year of service. This rate of accrual includes that leave which accrues under the LSLPS Act and the additional leave provision under this Agreement.

(d) **Payment on termination after seven or more years of service**

Should the employment of an Employee cease for any reason after the Employee has completed at least seven years of service, on termination the Employee shall be paid out the leave which has accrued in addition to that which accrued under the LSLPS Act minus any leave that has been taken.

(e) **Payment on termination with less than seven years' service**

Should the employment of an Employee cease for any reason other than for serious misconduct and the Employee has:

- (i) completed at least five years' service with the School; and
- (ii) not yet completed seven years' service with the School,

the Employee shall on termination be entitled to a proportionate amount of leave on the basis of 13 weeks for 10 years' service [such service to include service with the School as an adult and otherwise than as an adult] which has accrued in addition to that which accrued under the LSLPS Act.

18.4 Long Service for Employees who receive Additional Superannuation and a Lower Rate of Long Service Leave and No Annual Leave Loading

- (a) This **clause 18.4** applies to:
 - (i) An Employee who has made an election under **clause 24.1** to accrue long service leave at the lower rate of 0.866 weeks per year of service, to not receive annual leave loading and to receive additional superannuation; and
 - (ii) An Employee who, under the provisions of the previous enterprise agreement that applied to the employment of the Employee with the School, received additional superannuation and a lower rate of long service leave in similar terms to the Agreement.
- (b) The long service leave entitlement of the Employee shall be 0.866 weeks per year of service for the period during which the Employee receives or received additional superannuation, instead of the accrual set out in **clause 18.2** or **clause 18.3**.
- (c) The amount of long service leave to which an Employee shall be entitled on termination, shall, in the case of an Employee who has completed with the School at least five years' service but not yet seven years' service, and whose employment ceases for any reason, be calculated on the basis of:
 - (i) 1.3 weeks per year of service for the period during which the Employee received a higher rate of long service leave and no additional superannuation; and
 - (ii) 0.866 weeks per year of service for the period during which the Employee received additional superannuation and a lower rate of long service leave.

18.5 Condition of Taking Leave

- (a) Where an Employee has become entitled to long service leave in respect of the Employee's service with the School, the School shall give to the Employee and the Employee shall take the leave as soon as practicable having regards to the needs of the School provided always that unless the School otherwise agrees the Employee shall give not less than 60 days' notice of the Employee's wish to take leave and further provided that the School shall give the Employee not less than 60 days' notice of any requirement that such leave be taken.
- (b) Any long service leave shall be exclusive of any public holidays falling within the period of such leave. Any long service leave shall be exclusive of any non-term time which the Employee is not normally required to work and which falls within the period of such leave.
- (c) An Employee may request to take long service leave in a short block of one week or more and it is up to the Employer's discretion whether to approve the leave.

- (d) An Employee may request to take long service leave at half pay and the Employer may approve such request.

18.6 No Break in Service

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

18.7 Payment in lieu of Long Service Leave

- (a) An Employee with 10 years' continuous service with the School may cash out an amount of additional and untaken long service leave accumulated by the Employee which is in excess of their entitlements under the LSL Act or the LSLPS Act (this means long service leave accrued in excess of 0.866 weeks per year) on the following basis:
 - (i) the Employee elects to cash out some or all of that portion of their accrued long service leave which is the leave accrued in excess of the 0.866 weeks per year accrued under the legislation;
 - (ii) the Employee provides a written election to the School stating that the Employee wishes to cash out a specified amount of the accrued long service leave; and
 - (iii) the School, in its discretion, authorises the Employee to cash out the accrued long service leave.
- (b) If an Employee cashes out an amount of accrued 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; and
 - (ii) the Employee will no longer be entitled to the long service leave they have cashed out.

19. Compassionate Leave

19.1 Compassionate Leave

- (a) An Employee (other than a Casual Employee) will be entitled to paid compassionate leave in accordance with the Act and subject to the terms of the Act.
- (b) Subject to **clauses 19.1(d) and (e)**, a Full-Time or Part-Time Employee is entitled to a period of two days of compassionate leave for each occasion when:

- (i) a member of the Employee's immediate family (as defined by section 12 of the Act) or a member of the Employee's household:
 - (A) contracts or develops a personal illness that poses a serious threat to his or her life; or
 - (B) sustains a personal injury that poses a serious threat to his or her life; or
 - (ii) a child is stillborn, where the child would have been a member of the Employee's immediate family (as defined by section 12 of the Act) or a member of the Employee's household; or
 - (iii) the Employee or their spouse or de facto partner has a miscarriage.
- (c) Subject to **clauses 19.1(d)** and **(e)**, a Full-Time or Part-Time Employee is entitled to a period of three days of compassionate leave for each occasion when a member of the Employee's immediate family (as defined by section 12 of the Act) or a member of the Employee's household dies.
- (d) An Employee may be required to provide the School with satisfactory evidence of such illness, injury, death, stillbirth, or miscarriage.
- (e) Subject to **clause 19.1(f)**, an Employee shall not be entitled to compassionate leave under this clause during any period in respect of which the Employee has been granted other leave.
- (f) Compassionate leave may be taken in conjunction with leave available under **clause 16**. In determining such a request the School will give consideration to the circumstances of the Employee and the reasonable operational requirements of the School.

19.2 Unpaid Compassionate Leave - Casual Employees

- (a) Casual Employees are entitled to not be available to attend work, or to leave work when:
- (i) a member of the Employee's immediate family (as defined in section 12 of the Act) or a member of the Employee's household:
 - (A) contracts or develops a personal illness that poses a serious threat to his or her life; or
 - (B) sustains a personal injury that poses a serious threat to his or her life; or
 - (C) dies; or
 - (ii) a child is stillborn, where the child would have been a member of the employee's immediate family (as defined by section 12 of the Act), or a member of the employee's household, if the child had been born alive; or
 - (iii) the Employee or their spouse or de facto partner has a miscarriage.

- (b) The Casual Employee may be required to provide the Employer with satisfactory evidence of such illness, injury, death, stillbirth, or miscarriage.
- (c) The School and the Casual Employee shall agree on the period for which the Employee will be entitled to not be available to attend work. In the absence of agreement, the Employee is entitled to not be available to attend work for up to 48 hours (i.e. two days) per occasion. The Casual Employee is not entitled to any payment for the period of non-attendance.
- (d) The School must not fail to re-engage a Casual Employee because the Employee accessed the entitlements provided for in this clause. The rights of the School to engage or not engage a Casual Employee are otherwise not affected.

20. Jury Service

- 20.1 A Full-Time or Part-Time Employee required to attend for jury service during ordinary working hours shall be provided with paid leave for this purpose. The Employee shall be required to reimburse to the School any monies payable to the Employee for such attendance (excluding reimbursement of expenses) which required the Employee's absence from the School.
- 20.2 The Employee shall notify the School 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 School a copy of the summons to attend jury duty and a record of payments received as proof of attendance.
- 20.3 An Employee's entitlement to Community Service Leave under the Act is otherwise unaffected.

21. Paid Natural Disaster Leave

- 21.1 This clause shall apply when a natural disaster is declared in a local government area or areas by the NSW or ACT government and the circumstances surrounding the natural disaster:
 - (a) prevent the Employee from attending for work or leaving home;
 - (b) pose a genuine threat to the Employee's property; or
 - (c) pose a genuine threat to the Employee gaining access to their home (for example, road closures).
- 21.2 An Employee (other than a Casual Employee) is entitled to up to 2 days of paid leave per annum to attend to such matters as they relate to the natural disaster.
- 21.3 A Casual Employee shall be entitled to 2 days' unpaid leave.

- 21.4 The Employee must notify the School as soon as practicable, and where possible prior to the Employee commencing such leave, of the need to take leave pursuant to this subclause 21, the reason for the leave, that is, why they are unable to attend work, and the period or expected period of their leave.
- 21.5 The School may request a Statutory Declaration from an Employee seeking to access this provision.
- 21.6 Natural Disaster Leave is not cumulative.
- 21.7 For the purpose of this clause, a natural disaster means a flood, severe storm or snowfall, bushfire or other natural emergency that has been declared as such by the NSW or ACT Government in a local government area or areas.
- 21.8 If a natural disaster is declared retrospectively and a Full-Time or Part-Time Employee has already taken other leave because of that declared natural disaster, the Employee may apply for that other leave (including unpaid leave) to be converted to leave pursuant to this subclause, to a maximum of 2 days' paid leave per calendar year.
- 21.9 Nothing in this subclause is intended to preclude access to other leave that may be available to the Employee, provided that such other leave cannot be taken simultaneously with paid natural disaster leave.

22. Family and Domestic Violence Leave

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

23. Public Holidays

- 23.1 The days on which the following public holidays are observed shall be public holidays, namely: New Year's Day, Australia Day, Canberra Day, Good Friday, Easter Saturday, Easter Sunday, Easter Monday, Anzac Day, King's Birthday, Family and Community Day, Labour Day, Christmas Day and Boxing Day, together with any day or part day, recognised under the NES as a public holiday in the Australian Capital Territory.
- 23.2 Where ACT public holidays conflict with the requirements of the NSW or other curriculums being taught, an Employer and Employee may reach agreement on the substitution of a day or part-day for a public holiday. A separate signed agreement shall be reached in relation to each public holiday which is substituted.
- 23.3 Full-Time and Part-Time Employees shall be entitled to the public holidays in **clause 23.1** without loss of pay, provided that an Employee shall only be paid for such holidays as occur on those days which he or she normally works.
- 23.4 With the exception of Employees classified in **clause 7.2.9**, all time an Employee is required to work on a public holiday as identified in **clause 23.1** shall be paid for at the

rate of double time and one half at the unaveraged ordinary-time rate with a minimum payment of four hours.

- 23.5 An Employee classified in **clause 7.2.9** who is required to work on a public holiday as identified in **clause 23.1** shall be paid at the rate of double time and one half at the unaveraged ordinary-time rate for all time worked.

PART F – Miscellaneous

24. Election regarding Superannuation, Long Service Leave and Leave Loading

The provisions of this clause apply to all Employees with at least five years of service who are employed at schools listed at **Schedule 4** of this Agreement.

24.1 Additional Superannuation Election - Employees with Five or More Years of Service

An Employee with five or more years of service with their current Employer may elect to both:

- (i) receive the benefits provided under **clause 14.3** (leave loading); and
- (ii) accrue long service leave as provided under **clause 18**

instead of receiving the additional superannuation contributions under **clause 10.4**.

24.2 Time for and Effect of Making an Election

- (a) An Employee who, at 1 February 2025, has five or more years of service with their current Employer, wishes to make an election in accordance with **clause 24.1** must do so:
 - (i) on or before 28 February 2025; and
 - (ii) if the Employee accrues five years of service after 28 February 2025, within two weeks of completing five years of service with the school.
- (b) An Employee who, pursuant to a previous enterprise agreement in respect of employment with the School, received additional superannuation and a lower rate of long service leave and no annual leave loading, may elect to continue the arrangement, notwithstanding that the Employee does not have five years of service with the Employer as at 1 February 2025.
- (c) If the Employee does not make an election within the time provided in **clause 24.2(a)**, the Employee will be deemed not to have made an election under **clause 24.1** and will receive the additional superannuation contributions provided in **clause 10.4**.
- (d) An Employee may only make an election under **clause 24.1** once during the life of the Agreement.

25. Exemptions

An Employee who is in receipt of a salary 10% in excess of the rate applying from time to time for the most senior level in each classification as set out in **Tables 1 to 9 of Schedule 1 - Classifications, Rates of Pay and Allowances**, shall not be entitled to the benefits of **clauses 11.4, 11.5, 11.6, 11.7, 11.8, 11.9 and 11.10** in relation to hours of work, **clause 11.16 Meal Breaks**, **clause 11.17 Overtime**, where there is agreement between the Employer and Employee that the salary is inclusive of compensation for any overtime payment to which the Employee would otherwise be entitled. Any dispute in this matter will be dealt with in accordance with **clause 6 Disputes Procedure**.

26. No Extra Claims

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

27. Flexibility Clause

- 27.1 An Employer and Employee covered by this Agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the Agreement if:
- (a) the agreement deals with 1 or more of the following matters:
 - (i) arrangements about when work is performed;
 - (ii) overtime rates;
 - (iii) penalty rates;
 - (iv) allowances; and
 - (v) leave loading.
 - (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.
- 27.2 The Employer must ensure that the terms of the individual flexibility arrangement:
- (a) are about permitted matters under section 172 of the Act; and

- (b) are not unlawful terms under section 194 of the Act; and
- (c) result in the Employee being better off overall than the Employee would be if no arrangement was made.

27.3 The Employer must ensure that the individual flexibility arrangement:

- (a) is in writing; and
- (b) includes the name of the Employer and Employee; and
- (c) is signed by the Employer and Employee and if the Employee is under 18 years of age, signed by a parent or guardian of the Employee; and
- (d) includes details of:
 - (i) the terms of the Agreement that will be varied by the arrangement; and
 - (ii) how the arrangement will vary the effect of the terms; and
 - (iii) how the Employee will be better off overall in relation to the terms and conditions of his or her employment as a result of the arrangement; and
- (e) states the day on which the arrangement commences.

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

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

- (i) by giving no more than 28 days' written notice to the other party to the arrangement; or
- (ii) if the Employer and Employee agree in writing at any time.

28. Requests for Flexible Working Arrangements

28.1 An eligible Employee can request flexible working arrangements in accordance with section 65 of the Act, where the Circumstances apply to an Employee and the Employee would like to change his or her working arrangements because of those Circumstances. As at the Commencement Date, the following are the Circumstances:

- (i) the employee is pregnant;
- (ii) the employee is the parent, or has responsibility for the care, of a child who is of school age or younger;
- (iii) the employee is a carer (within the meaning of the Carer Recognition Act 2010);
- (iv) the employee has a disability;

- (v) the employee is 55 or older;
- (vi) the employee is experiencing family and domestic violence;
- (vii) the employee provides care or support to a member of the employee's immediate family, or a member of the employee's household, who requires care or support because the member is experiencing family and domestic violence.

28.2 The obligations of the School and procedures to be followed in responding to the request are set out in Section 65A of the Act, including the right to refuse the request based on reasonable business grounds following discussions with the Employee.

28.3 Disputes about whether the School has discussed the request with the Employee and responded to the request in the way required by this **clause 28**, can be dealt with in accordance with **clause 6 Dispute Resolution** and/or section 65B of the Act.

29. Supported Wage Provisions

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

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

30. Savings

No Employee shall, as a result of the making of this Agreement:

- (a) suffer a reduction in the salary received by the Employee as at the Commencement Date;
- (b) suffer a reduction or diminution of the conditions of employment received by the Employee as at the Commencement Date; or
- (c) be reclassified under a different job classification in **clause 7.2** without the written consent or request of the Employee.

31. Workplace Delegates Rights

31.1 The rights of a workplace delegate are set out in **Schedule 2 – Workplace Delegates Rights** of the Agreement.

Schedule 1 –Rates of Pay and Allowances

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

Table 1 – Annual Rates of Pay for Clerical and Administrative Employees

Classification	From the first full pay period on or after 1 February 2025 per annum	From the first full pay period on or after 1 February 2026 per annum 4.5%	From the first full pay period on or after 1 February 2027 per annum 4%
Level 1			
Step 1	\$67,742	\$70,790	\$73,622
Step 2	\$69,710	\$72,847	\$75,761
Step 3	\$71,682	\$74,908	\$77,904
Step 4	\$73,648	\$76,962	\$80,040
Level 2			
Step 1	\$75,596	\$78,998	\$82,158
Step 2	\$77,510	\$80,998	\$84,238
Step 3	\$79,449	\$83,024	\$86,345
Step 4	\$81,366	\$85,027	\$88,428
Level 3			
Step 1	\$83,493	\$87,250	\$90,740
Step 2	\$85,592	\$89,444	\$93,022
Step 3	\$87,692	\$91,638	\$95,304
Step 4	\$89,892	\$93,937	\$97,694
Level 4			
Step 1	\$91,860	\$95,994	\$99,834
Step 2	\$93,829	\$98,051	\$101,973
Step 3	\$95,799	\$100,110	\$104,114
Step 4	\$97,762	\$102,161	\$106,247
Level 5			
Step 1	\$99,519	\$103,997	\$108,157
Step 2	\$101,716	\$106,293	\$110,545
Step 3	\$103,676	\$108,341	\$112,675
Step 4	\$105,643	\$110,397	\$114,813
Level 6	\$110,000	\$114,950	\$119,548
Level 7	\$115,000	\$120,175	\$124,982

Table 2 – Annual Rates of Pay for School Assistants

Classification	From the first full pay period on or after 1 February 2025 per annum	From the first full pay period on or after 1 February 2026 per annum 4.5%	From the first full pay period on or after 1 February 2027 per annum 4%
Level 1			
Step 1	\$65,445	\$68,390	\$71,126
Step 2	\$67,713	\$70,760	\$73,590
Step 3	\$69,881	\$73,026	\$75,947
Step 4	\$72,294	\$75,547	\$78,569
Level 2			
Step 1	\$76,106	\$79,531	\$82,712
Step 2	\$78,211	\$81,730	\$84,999
Step 3	\$80,312	\$83,926	\$87,283
Step 4	\$82,412	\$86,121	\$89,566
Level 3			
Step 1	\$82,737	\$86,460	\$89,918
Step 2	\$83,614	\$87,377	\$90,872
Step 3	\$85,795	\$89,656	\$93,242
Step 4	\$87,900	\$91,856	\$95,530
Level 4			
Step 1	\$91,860	\$95,994	\$99,834
Step 2	\$93,830	\$98,052	\$101,974
Step 3	\$95,799	\$100,110	\$104,114
Step 4	\$97,762	\$102,161	\$106,247

Table 3 – Annual Rates of Pay for Building and Maintenance Employees, Grounds and Horticultural Employees, Kitchen Staff, Janitor, Canteen and Uniform Shop Employees, Laundry Staff, Cleaning Staff, Caretakers and Bus Drivers

Classification	From the first full pay period on or after 1 February 2025 per annum	From the first full pay period on or after 1 February 2026 per annum 4.5%	From the first full pay period on or after 1 February 2027 per annum 4%
Level 1	\$58,280	\$60,903	\$63,339
Level 2	\$60,666	\$63,396	\$65,932
Level 3	\$61,892	\$64,677	\$67,264
Level 4	\$67,132	\$70,153	\$72,959
Level 5	\$74,673	\$78,033	\$81,154
Level 6	\$82,212	\$85,912	\$89,348

Table 4 - Annual Rates of Pay for Boarding House Employees

Classification	From the first full pay period on or after 1 February 2025 per annum	From the first full pay period on or after 1 February 2026 per annum 4.5%	From the first full pay period on or after 1 February 2027 per annum 4%
Level 1	\$72,294	\$75,547	\$78,569
Level 2	\$82,412	\$86,121	\$89,566
Level 3	\$87,900	\$91,856	\$95,530
Level 4	\$97,762	\$102,161	\$106,247

Table 5 - Annual Rates of Pay for Nurses

Classification	From the first full pay period on or after 1 February 2025 per annum	From the first full pay period on or after 1 February 2026 per annum 4.5%	From the first full pay period on or after 1 February 2027 per annum 4%
Nurse	\$92,132	\$96,278	\$100,129
Senior Nurse	\$104,646	\$109,355	\$113,729

Table 6 – Annual Rates of Pay for ICT Technicians and other ICT Employees

Classification	From the first full pay period on or after 1 February 2025 per annum	From the first full pay period on or after 1 February 2026 per annum 4.5%	From the first full pay period on or after 1 February 2027 per annum 4%
Level 1			
Step 1	\$65,445	\$68,390	\$71,126
Step 2	\$67,661	\$70,706	\$73,534
Step 3	\$69,881	\$73,026	\$75,947
Level 2	\$82,737	\$86,460	\$89,918
Level 3	\$91,860	\$95,994	\$99,834

Table 7– Annual Rates of Pay for Directors of Child Care Centres/Vacation Care Services and Child Care Workers

Classification	Level	From the first full pay period on or after 1 February 2025 per annum	From the first full pay period on or after 1 February 2026 per annum 4.5%	From the first full pay period on or after 1 February 2027 per annum 4%
Child Care Worker – Level 1	1	\$53,830	\$56,252	\$58,502
Child Care Worker – Level 2	2.1	\$56,592	\$59,139	\$61,505
	2.2	\$57,605	\$60,197	\$62,605
Child Care Worker – Level 3	3.1	\$61,506	\$64,274	\$66,845
	3.2	\$64,402	\$67,300	\$69,992
	3.3	\$64,712	\$67,624	\$70,329
	3.4	\$65,021	\$67,947	\$70,665
Child Care Worker – Level 4	4.1	\$66,684	\$69,685	\$72,472
	4.2	\$71,157	\$74,359	\$77,333
	4.3	\$71,499	\$74,716	\$77,705
Child Care Worker – Level 5	5.1	\$69,164	\$72,276	\$75,167
	5.2	\$72,525	\$75,789	\$78,821
	5.3	\$73,209	\$76,503	\$79,563
	5.4	\$73,894	\$77,219	\$80,308
Directors of Child Care Centres/Vacation Care Services Level 1	1.1	\$79,439	\$83,014	\$86,335
	1.2	\$80,536	\$84,160	\$87,526
	1.3	\$81,631	\$85,304	\$88,716
Directors of Child Care Centres/Vacation Care Services Level 2	2.1	\$84,839	\$88,657	\$92,203
	2.2	\$85,777	\$89,637	\$93,222
	2.3	\$86,794	\$90,700	\$94,328
Directors of Child Care Centres/Vacation Care Services Level 3	3.1	\$87,969	\$91,928	\$95,605
	3.2	\$88,987	\$92,991	\$96,711
	3.3	\$90,161	\$94,218	\$97,987

Table 8 - Annual Rates of Pay for Instructional Services Employees

Classification	From the first full pay period on or after 1 February 2025 per annum	From the first full pay period on or after 1 February 2026 per annum 4.5%	From the first full pay period on or after 1 February 2027 per annum 4%
Level 1	\$53,239	\$55,635	\$57,860
Level 2	\$54,862	\$57,331	\$59,624
Level 3	\$59,746	\$62,435	\$64,932
Level 4	\$64,641	\$67,550	\$70,252
Level 5	\$71,513	\$74,731	\$77,720

Table 9 - Annual Rates of Pay for Wellbeing Services Employees

Classification	Level	From the first full pay period on or after 1 February 2025 per annum	From the first full pay period on or after 1 February 2026 per annum 4.5%	From the first full pay period on or after 1 February 2027 per annum 4%
Counsellor				
Level 1	1.1	\$79,811	\$83,402	\$86,738
	1.2	\$82,142	\$85,838	\$89,272
	1.3	\$86,415	\$90,304	\$93,916
Level 2	2.1	\$89,796	\$93,837	\$97,590
	2.2	\$93,055	\$97,242	\$101,132
	2.3	\$98,455	\$102,885	\$107,000
Level 3 (Senior Counsellor)	3	\$104,786	\$109,501	\$113,881
Psychologists				
Year 1		\$96,014	\$100,335	\$104,348
Year 2		\$100,320	\$104,834	\$109,027
Year 3		\$104,623	\$109,331	\$113,704
Year 4		\$108,927	\$113,829	\$118,382
Year 5		\$113,232	\$118,327	\$123,060
Year 6		\$117,538	\$122,827	\$127,740
Year 7		\$121,842	\$127,325	\$132,418

Table 10 – Junior Rates

Juniors	Percentage of adult rate of pay
At 16 years of age	50
At 17 years of age	60
At 18 years of age	70
At 19 years of age	80
At 20 years of age	90

Table 11 – Allowances

Brief Description of Allowance Item	Clause No.	Allowance amount
Own car allowance where use authorised by the School*	8.2(b)	\$0.99 per km
Own motor cycle allowance where use authorised by the School*	8.2(b)	\$0.33 per km
Meal allowance during overtime work*	8.3	\$19.43
Sleepover allowance*	8.8(a)(i)	\$59.29 per sleepover
Tool allowance*	8.9	\$17.90 per week for tradesperson \$33.88 per week for a carpenter or joiner

* These allowances will increase in line with the respective allowance in the *Educational Services (Schools) General Staff Award 2020*.

Table 12 – Broken Shift Allowance for Child Care Classifications in Before and After School Care Centres and Vacation Care Services (clause 11.12(c)(iii))

Effective Date	Rate
From the first full pay period on or after the Commencement Date	\$37.23 per broken shift
Rate effective from the first full pay period on or after 1 February 2026	\$38.53 per broken shift
Rate effective from the first full pay period on or after 1 February 2027	\$39.69 per broken shift

Schedule 2 – Workplace Delegates Rights

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

NOTE: Under section 350C(4) of the Act, the employer is taken to have afforded a workplace delegate the rights mentioned in section 350C(3) if the employer has complied with **Schedule 2 – Workplace Delegates Rights**.

- 1.2 In **Schedule 2 – Workplace Delegates Rights**:

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

- 1.3 Before exercising entitlements under **Schedule 2 – Workplace Delegates Rights**, a workplace delegate must give the employer written notice of their appointment or election as a workplace delegate. If requested, the workplace delegate must provide the employer with evidence that would satisfy a reasonable person of their appointment or election.

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

- 1.5 **Right of representation**

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

- (a) consultation about major workplace change;
- (b) consultation about changes to rosters or hours of work;
- (c) resolution of disputes;
- (d) disciplinary processes;
- (e) enterprise bargaining where the workplace delegate has been appointed as a bargaining representative under section 176 of the Act or is assisting the delegate’s organisation with enterprise bargaining; and
- (f) any process or procedure within an award, enterprise agreement or policy of the employer under which eligible employees are entitled to be represented and which concerns their industrial interests.

1.6 Entitlement to reasonable communication

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

1.7 Entitlement to reasonable access to the workplace and workplace facilities

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

1.8 Entitlement to reasonable access to training

Unless the employer is a small business employer, the employer must provide a workplace delegate with access to up to 5 days of paid time during normal working hours for initial training and at least one day each subsequent year, to attend training related to representation of the industrial interests of eligible employees, subject to the following conditions:

- (a) In each year commencing 1 July, the employer is not required to provide access to paid time for training to more than one workplace delegate per 50 eligible employees.

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

1.9 **Exercise of entitlements under Schedule 2 – Workplace Delegates Rights**

- (a) A workplace delegate's entitlements under **Schedule 2 – Workplace Delegates Rights** are subject to the conditions that the workplace delegate must, when exercising those entitlements:
 - (i) comply with their duties and obligations as an employee;
 - (ii) comply with the reasonable policies and procedures of the employer, including reasonable codes of conduct and requirements in relation to occupational health and safety and acceptable use of ICT resources;
 - (iii) not hinder, obstruct or prevent the normal performance of work; and
 - (iv) not hinder, obstruct or prevent eligible employees exercising their rights to freedom of association.
- (b) **Schedule 2 – Workplace Delegates Rights** does not require the employer to provide a workplace delegate with access to electronic means of

communication in a way that provides individual contact details for eligible employees.

- (c) **Schedule 2 – Workplace Delegates Rights** does not require an eligible employee to be represented by a workplace delegate without the employee's agreement.

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

- (a) unreasonably fail or refuse to deal with a workplace delegate; or
- (b) knowingly or recklessly make a false or misleading representation to a workplace delegate; or
- (c) unreasonably hinder, obstruct or prevent the exercise of the rights of a workplace delegate under the Act or **Schedule 2 – Workplace Delegates Rights**.

Schedule 3 – Translocation Provisions to this Agreement

The following translocation provisions apply to Employees of Employers who were covered by the *Independent Schools ACT (Support and Operational Staff) Multi-Enterprise Agreement 2021*, who are listed in Schedule 4 and covered by this Agreement.

Childcare and OOSH Centre Staff	Directors of Child Care Centres/Vacation Care Services and Child Care Workers
Child Care Level 1	Child Care Workers L2.1
Child Care Level 2.1 (Cert II)	Child Care Workers L2.1
Child Care Level 2.2 (Cert II)	Child Care Workers L2.2
Child Care Level 3.1 (Cert III)	Child Care Workers L3.1
Child Care Level 3.2 (Cert III)	Child Care Workers L3.2
Child Care Level 3.3 (Cert III) and Level 3.4	Child Care Workers L3.3
Child Care Level 4.1 (Diploma Qualified)	Child Care Workers L4.1
Child Care Level 4.2 (Diploma Qualified)	Child Care Workers L4.2
Child Care Level 4.3 (Diploma Qualified)	Child Care Workers L5.1
	Child Care Workers L5.2
Child Care Level 5.1	Child Care Workers L6.1
Child Care Level 5.2	Child Care Workers L6.2
Child Care Level 5.3 and 5.4	Child Care Workers L6.3
Director level 1.1	Directors of Child Care Centres/Vacation Care Services (other than a Qualified Teacher) Level 1
Director level 2.1	Directors of Child Care Centres/Vacation Care Services (other than a Qualified Teacher) Level 2
Director level 3.1	Directors of Child Care Centres/Vacation Care Services (other than a Qualified Teacher) Level 3

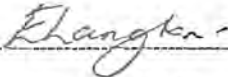
Schedule 4 – Employers and Schools covered by this Agreement

School Name	Employer Name
Canberra Girls Grammar School	Canberra Girls Grammar School
Canberra Grammar School	Canberra Grammar School
Orana Steiner School	Canberra Rudolf Steiner School Association Incorporated
Radford College	Radford College Limited
The Burgmann Anglican School	The Burgmann Anglican School

Signing Page

EXECUTED as an agreement.

SIGNED for and on behalf of the **Employers listed in Schedule 4 – Employer and Schools Covered by this Agreement** by an authorised officer in the presence of



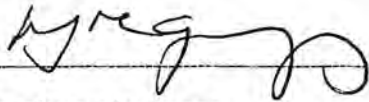
Signature of witness

EVELYN LANGTON

Name of witness (print)

HEAD: WORKPLACE MANAGEMENT
AISNSW. 7/3/2025.

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



Signature of witness

HELEN GREGORY

Name of witness (print)



Signature of authorised officer

CATHY MICHELLE LOVELL.

Name of authorised officer

THE ASSOCIATION OF INDEPENDENT
SCHOOLS OF NSW

Address of authorised officer

LEVEL 12, 99 YORK STREET

CYDNEY NSW 2000

Office held

ASSOCIATE CHIEF EXECUTIVE:
SCHOOL OPERATIONS AND GOVERNANCE



Signature of authorised officer

Carol Matthews

Name of authorised officer

485-501 Wattle Street Ultimo
NSW 2007

Address of authorised officer

Office held

Secretary, NSW/ACT
Branch IEUA.