NSW Catholic Independent Schools (Support Staff-Model B) Multi-Enterprise Agreement 2023

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PART A – APPLICATION AND OPERATION

1. Title of the Agreement

This Agreement will be known as the "NSW Catholic Independent Schools (Support Staff – Model B) Multi-Enterprise Agreement 2023".

2. Coverage of the Agreement

2.1 This Agreement covers and applies to:

(a) The Employers listed in **Attachment A;**

(b) Employees who are employed by an Employer listed in **Attachment A**, and who work in any school in New South Wales operated by the Employer; and

(c) the Union, its officers and its members.

2.2 This Agreement shall not apply to:

(a) teachers including persons appointed as a teacher; or

(b) persons engaged on an individual fee basis to instruct students in the areas of music or other individual arts; or

(c) sports coaches and trainers; or

(d) swim coaches and staff employed in health and fitness centres and/or swimming pools owned and operated by the Employer; or

(e) members of a recognised religious order and/or clerks in Holy Orders, and/or Ministers of Religion, who are engaged for the purpose of religious instruction or supervision of prayers, or to undertake other religious duties; or

(f) persons employed as Business or Financial Managers or Bursars (however titled) employed in a senior management or executive position who have managerial responsibilities including the delegated authority to act for the school from time to time in the recruitment, training, and dismissal of staff; or

(g) Early Learning Centres (including childcare teachers and childcare workers) and childcare workers in Before and After School Care and Vacation Care services; or

(h) counsellors, psychologists, therapists and youth workers; or

(i) boarding house staff.

3. Term and Operation

3.1 This Agreement commences seven days after the Fair Work Commission approves the Agreement and remains in force until 31 December 2026.

3.2 As soon as practicable after the date of commencement, the Employer will pay each Employee the difference (if any) between the rates of pay provided in this Agreement, and the amount actually received by the Employee for the relevant period.

3.3 Relationship between the National Employment Standards and this Agreement

The National Employment Standards apply to Employees covered by this Agreement, except where this Agreement provides for a more favourable outcome for the Employee in a particular respect.

4. Definitions

4.1 In this Agreement:

"Act" means the *Fair Work Act 2009* (Cth), as amended or replaced from time to time.

"this Agreement" means the NSW Catholic Independent Schools (Support Staff - Model B) Multi-Enterprise Agreement 2023.

"Award" means the Educational Services (Schools) General Staff Award 2020 as varied or amended from time to time.

"Casual Employee" has the meaning given by section 15A of the Act.

"Employee" means a person employed under one of the following classifications:

(a) School Support Staff

A School Support Staff Employee is an Employee other than a teacher who may be employed in a position described as food technology assistant, art assistant, Technological and Applied Studies assistant, music assistant, agriculture assistant, print room assistant, laboratory assistant, library assistant, book-room assistant, archivist, bilingual aide, teacher's aide, canteen staff, uniform shop staff, alternative format publication staff, or any other position in which the Employee is required to assist and support the Employer, the teaching staff, and other school officers in the day to day functions, curricular or co-curricular activities of the school, including incidental cleaning (excluding persons employed solely for the purpose of cleaning), and any Employee employed in a clerical or administrative capacity.

(b) Information Technology Staff

An Information Technology Employee is an Employee who is employed to support and implement the Employer's information and communication technology requirements.

(c) Maintenance and Outdoor Staff

A Maintenance and Outdoor Staff Employee is an Employee whose principal duties are the maintenance of buildings, plant and equipment, the preparation and upkeep of grounds or other similar duties as directed by the Employer.

(d) General Operational Staff

A General Operational Staff Employee is an Employee whose primary duties are those of a chef or cook, a cleaner, a caretaker, a school bus driver and Employees engaged to perform domestic services.

(e) Nursing Staff

A Nursing Staff Employee is an Employee who is a registered nurse and is employed as such.

"Employer" means an Employer covered by this Agreement as set out in **paragraph 2.1(a)**.

"EREA School" means a school owned and operated by the Trustees of Edmund Rice Education Australia listed in **Attachment A** of this Agreement.

"Full-time Employee" means an Employee who works 38 hours per week.

"Immediate Family" is as defined in the Act.

"NES" means the National Employment Standards as contained in the Act.

"Part-time Employee" means an Employee who works a regular pattern of work which is less than 38 hours per week.

"Previous Agreement" means the NSW Catholic Independent Schools (Support Staff – Model B) Multi-Enterprise Agreement 2020.

"School" means a school registered under the provisions of the *Education Act 1990* (NSW) or any registered special school within the meaning of that Act or school for children with disabilities.

"School Service Date" means the usual commencement date of employment at a school for teachers who are to commence teaching on the first day of the first term.

"School Year" is the period that commences on the School Service Date and concludes on the day immediately before the School Service Date in the next School Year and includes both term and non-term time.

"temporary Employee" means an Employee employed to work full-time or part-time for a fixed term or specific project. The provisions of Chapter 2, Part 2-9, Division 5 – Fixed term contracts (sections 333E-333L) of the Act will apply to the employment of a temporary Employee.

"Union" means the Independent Education Union of Australia.

PART B – TERMS OF ENGAGEMENT AND TERMINATION OF EMPLOYMENT

5. Terms of Engagement

5.1 Letter of Appointment

On appointment, the Employer shall provide to an Employee, other than a Casual Employee, a letter 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 or days to be worked throughout the year;

(c) information in relation to superannuation entitlements;

(d) whether the wages are averaged or unaveraged (as defined in **Clause 9 - Wage Rates**); and

(e) in the case of School Support Staff employees, the major and substantial duties of the Employee (i.e. either clerical/administrative, shop employee, or those of a school assistant).

If there is a requirement to work during school vacations, except in accordance with **Clause 6 - Work During Pupil Vacation Periods**, the number of such days to be worked shall be clearly specified.

5.2 Stand Down – Employees on an Unaveraged Rate of Pay

(a) An Employee, other than a cleaner, caretaker or Level 5 Information Technology Staff Employee, who receives an unaveraged rate of pay in accordance **with Clause 9 - Wage Rates** may be stood down on leave of absence without pay during all school vacation periods when no work is available. Provided that:

(i) the contract of employment shall be deemed not to have been broken for all Agreement and statutory purposes by such leave of absence during vacation periods; and

(ii) such leave of absence during pupil vacation periods shall count as service for all Agreement and statutory purposes.

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

(c) An Employee not stood down during school vacation periods prior to the making of this Agreement shall not be stood down, whether or not the Employee is to be paid an averaged or unaveraged rate, after the making of this Agreement, except by mutual agreement between the Employee and Employer.

5.3 Provision of Accommodation

(a) This subclause applies to an Employee who is provided with reasonable accommodation, including living quarters, fuel and electricity, available to the Employee for their exclusive use, at no cost to the Employee.

(b) An Employee to whom this subclause applies shall not be entitled to the payment of the Sleepover Allowance as set out in **subclause 11.13**, or the On Call allowance as set out in **subclause 11.14.**

(c) An Employee to whom this subclause applies shall not be entitled to the minimum period of payment set out in **paragraph 15.4(a) - Recall to Work.**

5.4 Board and Lodging - General Operational Staff

(a) The provisions of this subclause apply only to General Operational Staff Employees.

(b) An Employer shall not be compelled to board and/or lodge any worker but where board and/or lodging is provided:

(i) An Employer shall not require a resident caretaker to vacate living quarters during an annual leave period for use by a relieving caretaker unless such arrangements are mutually agreed to between the caretaker and the relieving caretaker.

(ii) Where a resident caretaker is transferred to a building owned or controlled by the same Employer, removal expenses shall be paid by the Employer who shall grant the Employee reasonable paid time to effect the transfer.

(c) It shall not be made a term of employment that an Employee, other than an Employee engaged as a caretaker, shall board or lodge with the Employer.

(d) 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 electricity at no cost to the Employee.

(e) Where a caretaker to whom **paragraph 5.4(d)** applies is provided with free accommodation including living quarters, fuel and electricity the Employee will not be entitled to On-Call Allowance as provided by **subclause 11.14** and the minimum payment for Recall to Work as provided by **paragraph 15.4(a).**

5.5 Caretakers

The provisions of this subclause apply to General Operational Staff who are employed to perform caretaking work.

(a) The Employer shall reimburse the cost of training to a caretaker who is required by the Employer to undertake an approved training course, nominated by the Employer and as required by the provisions of the *Security Industry Act 1997* (and Regulations) or as otherwise required by the Employer. The Employer shall also pay to the caretaker excess travelling expenses relating to the attendance at the training.

(b) The Employer shall provide time off without loss of pay during ordinary hours for an Employee required to attend training referred to in **paragraph 5.5(a).**

(c) Where the training referred to in **paragraph 5.5(a)** is to be held outside the rostered shift of the Employee required to attend, then:

(i) the rostered shift should be altered so that the Employee can attend during ordinary working hours; or

(ii) for the time spent attending the course, the Employee can be granted time off in lieu on an hour for hour basis at a time convenient to the Employer; or

(iii) the Employee shall be paid for attending the course at ordinary-time rates without the addition of penalties. Provided that, such attendance shall not form part of the Employees ordinary roster for the purposes of **Clause 13 - Hours of Work.**

The Employee may elect which is his/her preferred option from **subparagraphs 5.5(c)(i), (ii) or (iii),** with the option to be applied to be finally determined by the Employer having regards to the needs of the establishment.

(d) Where the training referred to in **paragraph 5.5(a)** is to be held outside the ordinary hours of work prescribed by **Clause 13 - Hours of Work**, or in the case of shift workers, as prescribed by **Clause 14 – Shiftwork**, overtime will be payable in accordance with **Clause 15 – Overtime**.

(e) A caretaker required by the Employer to hold a Class 1 Security Licence pursuant to the provisions of the *Security Industry Act 1997* shall have the cost of such licence reimbursed by the Employer on completion of each 12 months' service.

5.6 Other Conditions

(a) Employees shall be supplied with a suitable room for meals and tea breaks with facilities for tea making and heating food.

(b) Where it is necessary or customary for Employees to change their dress or uniform, suitable dressing rooms and dressing accommodation and individual lockable lockers shall be provided.

(c) All materials, equipment, etc., required for cleaning purposes shall be supplied by the Employer.

(d) Employees, who work regularly in a laboratory using chemicals on a regular basis and/or continuous basis, may request an annual medical check-up at the Employer's expense.

5.7 Mission, Teachings and Ethos

Employees are required to support the mission, teachings and ethos of the Catholic Church's work in schools. It is expected that they:

(a) acknowledge and accept that their work in schools is part of the mission of the Catholic Church;

(b) agree in the performance of their role to uphold the mission, teachings and ethos of the Catholic Church in Catholic Education;

(c) will avoid any influence on students that is not consistent with such mission, teachings or ethos.

It is acknowledged that Employers specify and may continue to specify other expectations and requirements in respect of the above in contracts of employment, policies or guidelines.

6. Work During Pupil Vacation Periods

6.1 An Employee, other than a School Support Staff or Information Technology Staff Employee, who is stood down during pupil vacation periods shall not be required to work during such periods.

Where such an Employee agrees to work the following shall apply:

(a) Employees who receive an averaged rate of pay pursuant to **subclause 9.3** and agree to work during a period that is not included in the value of 'N' will be paid at the appropriate casual rate for the Employee's grade in addition to any other remuneration received,

(b) Employees who receive an unaveraged rate of pay pursuant to **subclause 9.2** and agree to work during such periods will be paid at the appropriate part-time hourly rate for the Employee's grade.

6.2 Work Health and Safety

A School Support Staff Employee shall not be required to be the only person present at the school. In the case of all other Employees, appropriate measures will be adopted by the Employer to ensure the work health and safety of an Employee working alone on school premises during pupil vacation periods.

6.3 School Support Staff and Information Technology Staff and Work During Pupil Vacation Periods

The provisions of **subclauses 6.4 to 6.8** shall apply only to School Support Staff and Information Technology Staff Employees.

6.4 The parties to this Agreement agree that the needs of a School may require work to be performed during periods of pupil vacation and that there is an expectation that Employees will be flexible to ensure that such needs are met even though this may necessitate attendance at School during periods of pupil vacation. Subject to the provisions of **subclause 6.5**, Employees can be required to work up to 8 days per year during periods of pupil vacation in addition to those specified in accordance with **subclause 5.1**. This means an Employee receiving an averaged rate of pay, pursuant to **subclause 9.3**, can be required to work 8 such days in addition to those included in the value of 'N'. Pupil vacation periods do not mean 'student-free days' on which Employees attend work.

6.5 Where an Employer requests that work be performed pursuant to **subclause 6.4** the following shall apply:

(a) the Employer shall give the Employee four term weeks written notice of the requirement to work during the pupil vacation period;

(b) the notice shall specify the time the Employee is to work during the pupil vacation period;

(c) the Employee shall not be required to work during the period of their four weeks of annual leave which, unless otherwise agreed, will typically be taken during the Christmas pupil vacation period. Public holidays extend the actual period of time off work during the December/January closedown;

(d) the Employee shall not be required to work on days other than their normal working days per week and their normal working hours on those days.

Notwithstanding the above provisions an Employee may agree to waive the conditions found in **paragraphs 6.5(a), (b), (c) and (d).**

6.6 Payment for work during Pupil Vacation Periods

For days worked in accordance with **subclause 6.4,** Employees shall be paid as set out below:

(a) Employees who receive an unaveraged rate of pay pursuant to **subclause 9.2** will be paid for work performed during pupil vacation periods at the appropriate part-time hourly rate for the Employee's grade.

(b) Employees who receive an averaged rate of pay pursuant to **subclause 9.3** will be paid at the appropriate casual rate for the Employee's grade, for work performed on any day that is not accounted for in the value of 'N'.

(c) If an Employee is notified by the Employer in accordance with **subclause 6.5** and then not required to work on any day notified, they will be paid at the appropriate part time rate of pay for the Employee's grade for that period(s).

(d) Notwithstanding the provisions of **paragraphs 6.6(a), (b) and (c),** an Employer and an Employee may agree to an alternative arrangement for the payment for time worked during periods of pupil vacation, provided that the Employee shall not be financially disadvantaged by any such arrangement.

6.7 Employee has prior Commitments

(a) If an Employee is unable to work during a pupil vacation period because of family commitments or other activities planned during that time, the Employee shall give the Employer notice of their unavailability. This should be given at the time the Employer advises of the requirement to work during the pupil vacation.

(b) If, despite the notice of the Employee's unavailability to work during pupil vacation periods in accordance with **paragraph 6.7(a),** an Employer still requires the Employee to work during that period, discussions will be held between the Employer and the Employee and/or their industrial representatives.

6.8 Pre-existing Arrangements

Notwithstanding **subclause 6.4**, where an Employee employed prior to:

(a) 15 May 1995 in the case of a clerical and administrative Employee; or

(b) 23 July 2001 in the case of a canteen or uniform shop Employee;

was required to work more than 8 additional days per school year during pupil vacation periods, this practice may continue.

7. Termination of Employment

7.1 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, or in the case of the Employer by a payment in lieu of notice equivalent to the amount the Employee would have received had they continued until the end of the applicable minimum notice period.

Years of Continuous Service	Notice Period
Less than 1 year	1 week minimum
1 year and less than 3 years	2 weeks minimum
3 years and less than 5 years	3 weeks minimum
5 years and over	4 weeks minimum

(b) In addition to the notice periods specified in **paragraph 7.1(a)** Employees aged over 45 years and who have completed at least two years continuous service with the Employer are entitled to one additional week's notice from the Employer.

(c) **Paragraphs 7.1(a) and (b)** 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.

(d) The employment of a casual Employee may be terminated by one hour's notice by either party.

7.2 Statement of Service

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

7.3 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.

Note: Payment in lieu of notice must be paid before termination. Under long service legislation any untaken long service leave shall be paid without delay on termination

(b) The requirement to pay wages and other amounts under **paragraph 7.3(a)** is subject to further order of the FWC and the Employer making deductions authorised by the Act.

(c) If an Employee fails to give the notice specified in **subclause 7.1,** the Employer may withhold from any amounts payable under this Agreement, an amount for the period of notice not given by the Employee or one week (whichever is the lesser), only when the Employee provides authorisation for such a deduction in accordance with s324 of the Act.

7.4 General Operational Staff

(a) Where an Employer has given notice of termination to a Caretaker, the Employee must be allowed time off without loss of pay of up to one day for the purpose of seeking other employment.

(b) The time off under **subclause 7.4** is to be taken at times that are convenient to the Employee after consultation with the Employer.

PART C – CLASSIFICATIONS, RATES OF PAY AND ALLOWANCES

8. Classifications

8.1 Commencement Level

(a) Employees will typically commence on the first step of the classification level to which they are appointed.

(b) Provided that the Employer will recognise comparable and relevant service performed by an Employee with another Employer named in this Agreement or the NSW Catholic Independent Schools (Support Staff – Model C) Multi-Enterprise Agreement 2023, when determining the commencement step for the Employee.

8.2 Classifications

(a) School Support Staff

(i) Level 1

(A) A Level 1 position is one where the Employee may be required to perform the following tasks involving basic clerical skills under supervision:

- mailing;
- filing;
- collating;
- operation of photocopying, duplicating, binding and facsimile machines;
- messenger work;
- handling mail;
- checking figures.

(B) The basic skills required of a Level 1 Employee include:
Communication Skills

- an ability to read and write English;
- an ability to perform simple numerical tasks.

Technical Skills

- an ability to operate basic office equipment (e.g. facsimile machine, photocopying machine).

Interpersonal Skills

- an ability to deal with basic internal requirements.

Quality Assurance

- understanding of the quality requirement of their tasks.

Information Handling Skills

- an ability to deal with basic information systems and requirements.

(C) Level 1 includes Canteen and Uniform Shop Staff

Schools may establish non-supervisory Level 1 positions in Canteens and Uniform shops.

(ii) Level 2 (Canteen and Uniform Shop)

(A) An Employee who has responsibility for the operation of the canteen or uniform shop and, where relevant, supervision of other Employees or volunteers, shall be classified at Level 2 of this Agreement. All other Employees working in the canteen shall be appointed at Level 1.

(B) A person who is responsible for the operation of the canteen or uniform shop:

- has the knowledge and experience to perform duties without technical instructions or supervision;
- has responsibility for planning their own work and, where appropriate, the work of those who are supervised;
- may be required to exercise independent initiative and judgement;
- works under minimal supervision to the level of training held by an Employee; and
- is competent in technical areas as required for the position.

(iii) Level 2

(A) A Level 2 position is one where the Employee may have no formal training and:

- exercises a limited range of skills and undertakes basic duties similar to those indicative duties listed in **subclause (i)** of **Annexure 2 - Indicative Duties of Schools Assistants** or in the circumstances where the Employee performs clerical and administrative work, shall be proficient in the skills set out in subparagraph (B) below and perform the duties in subparagraph (C) below;
- is under the general supervision of a teacher or higher level school assistant;
- initially, receives specific direction, leading to routine direction as knowledge of procedures develops; and

- does not supervise students without a higher level school assistant or teacher present.

(B) The basic skills required of a Clerical Officer Level 2 include:
Communication Skills

- proficient written skills such as letter composition;
- proficient oral communication skills;
- ability to comprehend and interpret documentation associated with higher tasks.

Technical Skills

- ability to operate multiple pieces of office equipment with a high degree of competence, including complex calculations.

Interpersonal Skills

- ability to apply knowledge and skills to meet internal and parental requirements.

Quality Assurance

- responsible for quality of own work.

Business/Financial Knowledge and Skills

- ability to deal with more intricate financial matters such as payroll, cashier, credit etc.

Organisational/Planning Skills

- plans own work schedule and/or work schedule of those who are supervised.

Training Delivery

- limited school based training in relation to own functions

(C) A Clerical Officer Level 2 may be required to perform the range of clerical duties that exist in schools other than those required of Level 3 or Level 4 Employees or of the Clerical Administrator Level 6. Without limiting the generality of the foregoing such clerical tasks may include:

- data entry and basic computer operation;
- sending and receiving e-mails and facsimiles;
- word processing/typing;
- maintenance of school accounts and petty cash;
- bank reconciliation;
- salary processing;
- control of school accounts;

- setting up of programmes/ledgers;
- balancing of data base;
- reception/switchboard;
- acquisition of school equipment;
- admission/registers;
- enrolment procedures;
- school statistical returns;
- collection of school fees and special purpose money;
- issue of transport passes;
- maintenance of pupil record cards and sporting rolls;
- maintenance of periodical material and overdue book lists;
- preparation of orders for equipment and stationery.

(iv) Level 3

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

- undertakes duties similar to those indicative duties listed in **subclause (ii) of Annexure 2 - Indicative Duties of School Assistants** or, in circumstances where the major and substantial duties which the Employee performs are clerical and administrative duties, shall be proficient to an advanced level in the skills set out in subparagraph (B) below;
- 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; and
- would be expected to have undertaken and completed skill developing programs relevant to the skills and duties required to be undertaken. Provided that where the Employee's major and substantial duties are those of a school assistant, this requirement may be satisfied by relevant Employer sponsored programs and/or post secondary training which may include TAFE training.

(B) The basic skills required of a Level 3 Clerical Officer include;
Communication Skills

- an ability to prepare reports and provide written advice related to own tasks and those of clerical Employees of similar or lower classifications.

Technical Skills

- has the knowledge and ability to operate complex office equipment.

Interpersonal Skills

- an ability to deal with more significant and complex internal and external requirements. An Employee at this grade applies knowledge with depth in some areas and a broad range of skills. Usually, work will be performed within routines, methods and procedures where some discretion and judgement is required.

Quality Assurance

- an Employee at this grade may be responsible for the work of others and may be required to co-ordinate such work.

Business/Financial Knowledge and Skills

- understanding of methods and procedures for complex financial operations and systems and ability to administer these operations and systems.

Organisational/Planning Skills

- plans own work schedule and/or work schedule of those who are supervised.

Supervisory Skills

- up to four Employees.

(v) Level 4

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

- undertakes duties similar to those indicative duties listed in **subclause (iii) of Annexure 2 - Indicative Duties of School Assistants** and/or, in circumstances where the Employee's major and substantial duties which the Employee is required to perform are clerical and administrative duties, shall be proficient to an advanced level in the skills set out in subparagraph (B) below;
- is regularly required to exercise independent initiative and judgement;
- shall have responsibility and accountability for maintaining the quality of their own work and, if requested by the Employer, 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, audio-visual units, kitchens or workrooms;
- is competent in technical areas as required for the position; and

- would be expected to have undertaken and completed skill developing programs relevant to the skills and duties required to be undertaken. Provided that where the Employee's major and substantial duties are those of a school assistant, this requirement may be satisfied by relevant Employer sponsored programs and/or post secondary training which may include TAFE training.

(B) The basic skills required of a Level 4 Clerical Officer include;
Communication Skills

- an ability to conduct interviews and provide oral presentations to groups/meetings.

Technical Skills

- has the knowledge and ability to operate complex office equipment, including providing assistance and training to other users.

Interpersonal Skills

- an ability to deal with more significant and complex internal and external requirements. An Employee at this grade applies knowledge with depth in some areas and a broad range of skills. There is a wide range of tasks, and the range and choice of actions required will usually be complex.

Quality Assurance

- the Employee may be required to work without supervision, with general guidance on progress and outcomes sought. Responsibility for the organisation of the work of others may be involved.

Business/Financial Knowledge and Skills

- prepare financial reports;
- draft financial forecasts/budgets;
- undertake document costing procedures.

Organisational/Planning Skills

- may participate in problem solving and/or decision making in relation to operational issues in own work section.

Supervisory Skills

- up to six Employees.

(vi) Level 5

(A) A Level 5 position is one where the Employee:

- undertakes duties similar to those indicative duties listed in **subclause (iv) of Annexure 2 - Indicative Duties of School Assistants;**
- possesses knowledge of workplace procedures and of the practices required by the Employer including a detailed knowledge of complex procedures relevant to the position;
- has responsibility for the quality of their own work and, where appropriate, the work of those who are supervised;
- resolves complex operational problems and coordinates the work within a department of the school;
- assists in planning future department or school organisational needs; and
- is required to have undertaken and completed post secondary training provided by an accredited training provider relevant to the tasks required by the Employer for this level, or has engaged in extensive equivalent in-service training, or has significant and substantial technical and procedural knowledge which is regarded by the Employer to be equivalent to the required post secondary training.

(vii) Level 6

An Employer may appoint a Clerical Administrator - Level 6. A person employed at this grade shall be proficient where applicable, and without limiting the requirements for this position, an Employee at this grade shall be required by the Employer to:

- perform the entire range of duties and possess the skills required of a Level 4 Employee;
- exercise substantial responsibility, independent judgement 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;
- 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;
- resolve operational problems for staff and coordinate 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.

(viii) Level 7 Aboriginal Education Officer

(A) A Level 7 Aboriginal Education Officer position is one where a School Support Staff Employee engaged as an Aboriginal Education Officer is appointed to a role that, in addition to the duties set out for Level 4 or Level 5 in **subclauses (iii) or (iv) of Annexure 2 – Indicative Duties of School Assistants**, involves community liaison, family support or integration of Aboriginal perspectives into the operation of the school.

(B) Indicative Duties

A Level 7 Aboriginal Education Officer may perform the following indicative duties:

- support Aboriginal cultural awareness for all students with particular reference to Aboriginal students;
- help maintain effective relationships between Aboriginal students, Aboriginal parents, the Aboriginal community and school staff; and
- liaise with the Principal and school staff on protocols for interacting with the Aboriginal community in relation to staff and Aboriginal students in the school and in Aboriginal education activities.

(ix) Progression of School Support Staff

(A) An Employee appointed to level 2a, 3a,r 4a or 7a shall progress to each further step within the level upon completion of 12 months' service. For the purpose of this subparagraph, 12 months service is defined as 12 months service excluding unpaid leave, provided that where a full-time or part-time Employee works four school terms in a given year such Employee will be regarded as having worked 12 months.

(B) Where an Employer considers that service of an Employee is not satisfactory and competent, and for that reason considers progression to the next step is not warranted, a formal review of these matters shall be undertaken by the Employer pursuant **to Clause 24 - Dispute Procedures**, before the date on which progression would otherwise occur.

(b) Maintenance and Outdoor Staff

(i) Employees, other than those holding a trade qualification, shall commence at step 1 of the classification scale and shall progress to steps 2, 3, 4 and 5 after each 12 month period.

(ii) Trade Qualified Employees shall commence at step 4 of the classification structure and shall progress to step 5 after a 12 month period.

(c) General Operational Staff

(i) Level 1

A Level 1 position (which is a position that may include Cleaner, Kitchen Assistant and Laundry/Clothes Repair Assistant) is one in which the Employee will learn and gain competency in the basic skills required, and is where the Employee is not required to have formal qualifications or work experience upon engagement. An Employee employed in a Level 1 position:

- for a major part of the time performs duties involving the application of standard procedures which require the use of limited discretion; and
- works under direct supervision, or in the case of cleaners either direct or routine supervision as appropriate, either individually or in a team environment, to a level of training held by the individual; and
- where appropriate, will undergo training to enable the Employee to progress to a suitable position at Level 2 upon attainment of the requisite skills.

Without limiting the foregoing, a Level 1 Employee may be required to perform the following indicative duties:

- cleaning and tidying of kitchen, basic food preparation and the cleaning of equipment, crockery and general utensils;
- general laundry duties;
- handling, storing and distributing goods and materials;
- minor repairs to linen or clothing such as buttons, zips, seams and working with flat materials;
- cleaning, dusting and polishing in classrooms or other public area of the school or college;
- making and/or serving morning or afternoon teas including washing up and other duties in connection with such work other than with meals or refreshments served in the main dining area.

(ii) Level 2

A Level 2 position (which is a position that may include Cleaner, Kitchen Assistant and Laundry Worker/Clothes Repairer) is one where the Employee:

- undertakes for a substantial part of the time routine or repetitive duties involving the application of clearly prescribed standard procedures requiring the use of some discretion; and
- works under routine supervision of straightforward tasks and close supervision of more complex tasks, either individually or as a member of a team, to a level of training held by the individual.

Without limiting the foregoing, a Level 2 Employee may be required to perform the following indicative duties:

- non-cooking duties in the kitchen including the assembly, preparation and measurement of food items;
- laundry duties requiring the application of limited discretion;
- completion of basic stock control documentation such as requisition and ordering of goods;
- cleaning, dusting and polishing in classrooms or other areas of the school or college which may include the application of advanced or specialised cleaning techniques and/or the operation of specialised equipment or machinery;
- repairs to linen or clothing.

(iii) Level 3

A Level 3 position (which is a position that may include Bus Driver, Caretaker, Cook or Housekeeper) is one where the Employee:

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

Without limiting the foregoing, a Level 3 Employee may be required to perform the following indicative duties:

- general cooking duties including the preparation of standard meals, baking and pastry cooking of a variety of food items;
- is responsible for the supervision and control of domestic staff and who may be required to perform the duties of domestic staff;
- maintenance and driving of school vehicles;
- caretaking duties which involve the protection, upkeep and good order of the school or college which may involve the possession of the appropriate security licence.

(iv) Level 4

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

- receives limited instructions regarding work assignments and usually works without supervision; and
- is regularly required to exercise independent initiative and judgement; and

- directly supervises a small group of Employees in a section of the school or college; and
- would be expected to have undertaken and completed skill developing programs relevant to the skills and duties required to be undertaken. This requirement may be satisfied by relevant Employer sponsored programs, relevant trade qualification and/or post-secondary training which may include TAFE training or recognition of relevant prior learning or practical experience accepted by the Employer.

Without limiting the foregoing, a Level 4 Employee may be required to perform the following indicative duties:

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

(v) Level 5

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

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

Without limiting the foregoing, a Level 5 Employee may be required to perform the following indicative duties:

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

(vi) Progression of General Operational Staff

(A) Employees at Levels 1 to 3 shall progress to each further step within their classification level upon completion of 12 months' service. For the purpose of this subparagraph, 12 months service is defined as 12 months service excluding unpaid leave, provided that where a full-time or part-time Employee works 4 school terms in a given year such Employee will be regarded as having worked 12 months.

(B) Employees at Levels 4 and 5 shall progress to each further step within their classification level after each 12 month period.

(C) Where an Employer considers that service of an Employee is not satisfactory and competent, and for that reason considers progression to the next step is not warranted, a formal review of these matters shall be undertaken by the Employer pursuant to **Clause 24 - Dispute Procedures**, before the date on which progression would otherwise occur.

(d) Nursing Staff

(i) Registered Nurse

A registered nurse shall be classified at at the appropriate step level, as set out in **Table 1(d) of Part H – Monetary Rates**, according to years of service as a nurse, and shall progress to higher steps upon completion of further years of service as a nurse.

(ii) Senior Nurse

A Senior Nurse means a registered nurse appointed to be in charge of one or more nurses. A Senior Nurse may be required by an Employer to provide health counselling, health education or act in a resource capacity to the school community, in addition to supervising other Employees of the school's health service, providing primary nursing care with its associated administrative duties, and being responsible for the coordination, administration and management of the school's health services.

(iii) For the purposes of this paragraph, "service as a nurse" means service before or after the commencement of this Agreement in New South Wales or elsewhere as a registered nurse, general nurse, geriatric nurse, developmental disability nurse, infants nurse, midwifery nurse, mothercraft nurse or psychiatric nurse, as the case may be; provided that following initial registration as a general, developmental disability or psychiatric nurse, all subsequent registered service shall count.

(e) Information Technology Staff

(i) Level 1

A Level 1 position is one where the Employee reports to a more senior member of staff with responsibility for IT. A Level 1 Employee may be required to perform the following duties:

- provide technical support including help desk, software upgrades, virus protection, printing systems, desktops\notebooks and server maintenance;
- manage and support user needs in various applications including school administration package, timetabling, school reports, library, financial management & MS Office;
- maintain communications systems and equipment;
- manage IT Visual Audio equipment;
- maintain networking and remote access for staff and students;
- make recommendations for the development of IT infrastructure to take account of needs of new applications and equipment redundancy;
- manage and develop School website and intranet;
- manage content management system for students/teachers;
- assist with IT projects as required; and
- assist in the ongoing assessment of technology opportunities.

(ii) Level 2

A Level 2 position is one where the Employee is primarily engaged to perform IT related duties and reports to either a more senior member of staff with responsibility for IT or, in the case of a school that enrols less than 300 students, directly to a member of the school management/executive team.

A Level 2 Employee may be required to perform the following duties:

- assist in the assessment of technology opportunities including the student notebook program;
- make recommendations for the development of IT infrastructure, considering the needs of new applications and equipment redundancy;
- provide technical direction for software upgrades, licensing, back-up/recovery, virus protection, printing systems, desktops/notebooks, server maintenance procedures and network security;
- maintain wireless networking and remote access for staff and students; and
- day to day leadership of Level 1 Employees.

(iii) Level 3

A Level 3 position is one where the Employee will typically be the lead or senior staff member with responsibility for IT reporting to the school executive/management team in school that enrols less than 300 students.

Without limiting the foregoing, a Level 3 Employee may be required to perform the following duties:

- lead the planning for IT infrastructure, equipment and applications in order to meet emerging and longer term needs;
- make recommendations to the Executive regarding IT issues, practices and opportunities;
- manage IT acquisitions through effective budget management, well researched forecasting and comprehensive IT budget proposals;
- develop and review IT policies, procedures and processes;
- oversee the maintenance of the School's IT infrastructure;
- manage the work of all IT contractors and outsourced services;
- assist in facilitating IT integration into the curriculum by working with integrators, investigating and advising on new IT opportunities and monitor and review IT initiatives;
- support professional development of IT skills for all staff including the provision of informal training as appropriate;
- develop and maintain internal and external content management systems such as Intranet and external website;
- recruit & manage the IT team and oversee their functions which may include: IT help desk, software upgrades, licensing, back-up/recovery, virus protection, server maintenance procedures, network security and providing user support for applications including the school administration package ,timetabling, school reports, library, financial management & MS Office;
- keeping abreast of IT developments and manage the professional development of team members reporting to the position.

(iv) Level 4

A Level 4 position is one where the Employee will typically be the lead or senior staff member with responsibility for IT reporting to the school executive/management team in school that enrols 300 or more students.

Without limiting the foregoing, a Level 4 Employee may be required to perform the following duties:

- lead the planning for IT infrastructure, equipment and applications in order to meet emerging and longer term needs;
- make recommendations to the Executive regarding IT issues, practices and opportunities;
- manage IT acquisitions through effective budget management, well researched forecasting and comprehensive IT budget proposals;
- develop and review IT policies, procedures and processes;
- oversee the maintenance of the School's IT infrastructure;
- manage the work of all IT contractors and outsourced services;

- assist in facilitating IT integration into the curriculum by working with integrators, investigating and advising on new IT opportunities and monitor and review IT initiatives;
- support professional development of IT skills for all staff including the provision of informal training as appropriate;
- develop and maintain internal and external content management systems such as Intranet and external website;
- recruit & manage the IT team and oversee their functions which may include: IT help desk, software upgrades, licensing, back-up/recovery, virus protection, server maintenance procedures, network security and providing user support for applications including the school administration package, timetabling, school reports, library, financial management & MS Office;
- keeping abreast of IT developments and manage the professional development of team members reporting to the position.

(v) Level 5

An Employer may appoint a Level 5 position at their discretion. A Level 5 position is one where the Employee has the same duties and responsibilities as those outlined in Levels 3 and 4. An Employee appointed to Level 5 must not be stood down without pay pursuant to **subclause 5.2**, and must not be paid an averaged salary pursuant to **subclause 9.3**. An Employee appointed to a Level 5 position is not entitled to:

(A) the On Call Allowance set out in **subclause 11.14;**

(B) the payment of shift penalties set out in **Clause 14 – Shiftwork;** and

(C) the payment of overtime rates set out in **Clause 15 – Overtime.**

(vi) Employees appointed to Level 1.1 or Level 2.1 shall progress to each further step within the level upon completion of 12 months' service. For the purpose of this subparagraph, 12 months' service is defined as 12 months' service excluding unpaid leave, provided that where a full-time or part-time Employee works four school terms in a given year such Employee will be regarded as having worked 12 months.

8.3 Reclassification – School Support Staff and General Operational Staff only

(a) An Employee may apply for reclassification to another level if regularly called upon to perform a substantial proportion of duties appropriate to the higher level. The Employer will examine the skills utilised and the duties performed by the Employee.

(b) Where an application is made by the Employee in writing to the Employer for reclassification to a higher level, the Employer shall determine the application within one month of receipt of the application.

(c) Where approved by the Employer, reclassification to a higher level shall take place from the first full pay period on or after the date of approval.

(d) The Employee shall be placed on the first step of the new level following reclassification.

8.4 Higher Duties

(a) School Support Staff and Information Technology Staff required to temporarily perform duties in a higher level for more than one day shall be paid at the higher level for the whole period during which those duties are performed.

(b) Maintenance and Outdoor Staff required to temporarily perform duties for which the leading hand allowance is payable for more than one day shall be paid the allowance for the whole period during which those duties are performed.

(c) General Operational Staff required to temporarily perform duties in a higher level for one day or more shall be paid at the higher level for the whole period during which those duties are performed.

(d) Nursing Staff called upon to relieve a Senior Nurse, shall be paid the Senior Nurse rate for the period of the relief.

9. Wage Rates

9.1 Unaveraged and Averaged Rates of Pay

(a) Employees who are required to work 48 weeks a year shall be paid the unaveraged rate calculated in accordance with the provisions of **subclause 9.2.**

(b) Subject to **paragraphs 9.1(c), (d) and (e),** Employees who are not required to work 48 weeks a year may either be:

(i) paid the unaveraged rate in **subclause 9.2** and stood down without pay in accordance with the provisions of **subclause 5.2;** or

(ii) paid the averaged rate in accordance with **subclause 9.3**.

(c) Employees engaged as cleaners and caretakers must neither be stood down nor paid the averaged rate.

(d) An Employer may not stand down or average the payment of wages of an Employee who was neither stood down nor averaged prior to the introduction of this Agreement, except by agreement with the Employee.

(e) Where an Employee's major and substantial duties are clerical and administrative, and such Employee is not required to work 48 weeks a year, the Employee must be paid in accordance with **subclause 9.3.**

9.2 Wage Rates - Employees Required to Work 48 Weeks a Year (the unaveraged rate)

(a) Full-time Employees

The minimum weekly rate of pay for full-time Employees shall, subject to the provisions of this Agreement, be calculated by dividing the relevant annual rate of pay set out in:

(i) **Table 1(a)** in the case of School Support Staff;

(ii) **Table 1(b)(i)** in the case of Maintenance and Outdoor Staff;

(iii) **Table 1(c)** in the case of General Operational Staff;

(iv) **Table 1(d)** in the case of Nursing Staff; and

(v) **Table 1(e)** in the case of Information Technology Staff, of **Part H – Monetary Rates**, by 52.14.

(b) Part-time Employees

Subject to **subclause 9.5** and the other provisions of this Agreement, part-time Employees, for each hour worked during ordinary time, shall be paid one thirty-eighth of the minimum weekly wage calculated in accordance with **paragraph 9.2(a)**, for a full-time Employee in the same classification.

(c) Part-time hourly rates for Maintenance and Outdoor Staff shall include an additional rate per hour equivalent to 8% of the appropriate rate as at the first full pay period on or after 27 January 2004 in respect of part-time Employees employed before the first full pay period commencing on or after 27 January 2004. Such additional hourly rate shall include the leading hand allowance where applicable.

(d) The full-time weekly rates and part-time hourly rates payable in accordance with this subclause for School Support Staff, Maintenance and Outdoor Staff, General Operational Staff, Nursing Staff and Information Technology Staff are set out in **Table (1)(a), Table 1(b)(i), Table (1)(c), Table 1(d)**, and **Table 1(e)** respectively, of **Part H –Monetary Rates**.

(e) Part-time hourly rates for Maintenance and Outdoor Staff shall be adjusted to include the leading hand allowance, where applicable.

9.3 Stand down and Wage Rates - Employees Not Required to Work 48 Weeks of the Year (the averaged rate)

(a) When the Employer elects to average a full-time Employee's payment of wages under this subclause the Employee will be paid in equal instalments throughout the year. The following formula shall be used to determine the appropriate full-time weekly rate:

$$\frac{(N\ +\ 11)}{240} \times W$$

Where:

W = weekly rate for Employees required to work 48 weeks per year determined in accordance with **paragraph 9.2(a).**

N = number of days worked per year and is not less than the number of days in the school year at each School; provided that:

1. N cannot be less than the number of school days in that School;
2. the value of N does not include the days paid at a casual rate in **Clause 6 - Work During Pupil Vacation Periods;**
3. the number of days worked excludes public holidays; and
4. N cannot exceed 229 and if it does the Employee shall be paid in accordance with **subclause 9.2.**

Provided that where the Employee works school terms only (that is, where N equals 204) this formula shall be rounded to:

$$0.9\ x\ W$$

(b) Part-time Employees who are paid an averaged rate, shall be paid for each hour worked during ordinary time, one thirty-eighth of the minimum weekly wage calculated in accordance with **paragraph 9.3(a)** for a full-time Employee in the same classification.

(c) The rate of pay of an Employee determined by **paragraphs 9.3(a)** and **(b)** shall be the appropriate rate for all purposes. Provided however, the relevant unaveraged rate shall be used in the calculation of casual and overtime rates of pay, and penalties which may be payable to the Employee.

9.4 One off Cost of Living Payment

(a) In addition to the wage increases set out in **Tables 1(a) to 1(e) of Part H – Monetary Rates**, Employees employed as at the commencement date of this Agreement on an ongoing or temporary basis:

(i) Will be paid a one-off cost of living payment of $750 (gross) for full-time Employees and pro rata for part-time Employees.

(ii) The payment will be made from the first pay period to commence on or after the commencement date of the Agreement.

(iii) The payment will be made to Employees who are absent on unpaid parental leave but otherwise will not apply to Employees who are absent on unpaid leave.

(iv) For the avoidance of doubt, this payment is not payable to casual Employees.

9.5 Part-Time Employees: Minimum Engagement

(a) School Support Staff and Information Technology Staff

Part-time Employees shall be paid a minimum of 3 hours for each start; provided that an Employee employed for specific programs such as integration programs, English as a Second Language, Disability Support Provisions, new arrivals programs or like programs, whether government funded or funded by the school, shall be paid for a minimum of 1 hour for each start.

(b) Maintenance and Outdoor Staff

Part-time Employees shall be paid a minimum of 3 hours for each start, provided that an Employer and Employee may agree to a shorter minimum period of engagement to suit the particular needs of the workplace and the Employee. A record of such agreement shall be kept in writing and must be retained with pay records.

(c) General Operational Staff

Part-time Employees shall be paid a minimum of 3 hours for each start. Provided however, that a minimum payment of 2 hours for each start shall apply to an Employee who is working a broken shift as set out in **paragraph 13.1(f).**

(d) Nursing Staff

Part-time Employees rostered to work a broken shift, as set out in **paragraph 13.1(f)** shall be paid a minimum of 2 hours for each start.

(e) No part-time Employee shall have the number of hours worked adjusted unless by mutual agreement in writing and, where applicable, a payment is made as compensation for loss of hours in accordance with **paragraph 23.5(b)** of this Agreement.

9.6 Casual Employees

(a) School Support Staff and Information Technology Staff

(i) Casual Employees, for each hour worked during ordinary time shall be paid one thirty-eighth of the minimum weekly wage calculated in accordance with **paragraph 9.2(a)** for the class of work performed by them, plus 20 per cent of such hourly equivalent.

(ii) Casual Employees shall be paid a minimum payment of three hours for each start; provided that an Employee employed for specific programs such as integration programs, English as a Second Language, Disability Support Provisions, new arrivals programs or like programs, whether government funded or funded by the school or Employer, shall be paid for a minimum of two hours for each start.

(b) Maintenance and Outdoor Staff

(i) Casual Employees, for each hour worked during ordinary time, shall be paid one thirty-eighth of the minimum weekly wage calculated in accordance with **paragraph 9.2(a)** for the class of work performed by them, plus 25 per cent of such hourly equivalent.

(ii) Casual Employees shall be paid a minimum payment of two hours for each start.

(c) Nursing Staff

(i) Casual Employees, for each hour worked during ordinary time, shall be paid one thirty-eighth of the minimum weekly wage calculated in accordance with **paragraph 9.2(a)** for the class of work performed by them, plus 25 per cent of such hourly equivalent.

(ii) Casual Employees shall be paid a minimum of two hours for each start.

(d) General Operational Staff

(i) Casual Employees, for each hour worked during ordinary time shall be paid one thirty-eighth of the minimum weekly wage calculated in accordance with **paragraph 9.2(a)** for the class of work performed by them plus 25 per cent of such hourly equivalent.

(ii) Such Employees shall be paid a minimum payment of three hours for each start except in the case of cleaners employed to clean an individual school, the minimum payment shall be 2 hours where only two cleaners are employed. (For the purpose of this subparagraph, "school" includes all buildings, structures, premises and the like ancillary to the school's operations).

(e) The casual hourly rates payable in accordance with this subclause for School Support Staff, Maintenance and Outdoor Staff, General Operational Staff, Nursing Staff, and Information Technology Staff are set out in **Table (1)(a), Table 1(b)(i), Table (1)(c), Table 1(d)**, and **Table 1(e)** respectively, of **Part H – Monetary Rates.**

9.7 Supported Wage System

For provisions in relation to the Supported Wage System see **Annexure 3 – Supported Wage System.**

9.8 National Training Wage

For provisions in relation to the National Training Wage see **Annexure 4 – National Training Wage.**

9.9 Apprentices

(a) Apprentices may be employed in accordance with the provisions of **Annexure 5 – Apprentices.**

(b) The minimum rates for apprentices, other than adult apprentices, shall be as follows:

	% of Tradespersons Rate
First Year	50
Second Year	65
Third Year	75
Fourth Year	90

In the case of Employees engaged as Maintenance and Outdoor Staff the relevant Tradesperson Rate is the rate for Step 4 as set out in, **Table 1(b)(i) of Part H – Monetary Rates.** In the case of Employees engaged as General Operational Staff, the relevant Tradesperson Rate is the rate for Level 5 as set out in **Table 1(c)** of **Part H – Monetary Rates.**

(c) In the case of Employees engaged as Maintenance and Outdoor Staff the rate of pay for an adult apprentice will be the Step 1 rate set out in **Table 1(b)(i)** of **Part H – Monetary Rates.**

(d) In the case of Employees engaged as General Operational Staff the rate of pay for an adult apprentice will be the rate for Level 1 as set out in **Table 1(c)** of **Part H – Monetary Rates**, or the rate prescribed by **paragraph 9.9(b),** whichever is the greater.

10. Payment of Wages

10.1 Wages shall be payable either weekly or fortnightly at the discretion of the Employer, by electronic funds transfer into an account nominated by the Employee.

10.2 Annual Remuneration

(a) Notwithstanding **subclause 10.1**, an Employee may elect to receive his or her annual remuneration as a combination of wages (payable in accordance with this clause) and benefits payable by the Employer. The sum total of such wages, benefits, Fringe Benefits Tax and Employer administrative charge will equal the appropriate rate of pay prescribed by **Clause 9 - Wage Rates**.

(b) The Employer will determine the range of benefits available to the Employee and the Employee may determine the mix and level of benefits as provided in **paragraph 10.2(a).**

(c) Any payment calculated by reference to the Employee's salary and payable either:

(i) during employment; or

(ii) on termination of employment; or

(iii) on death

shall be at the rate prescribed by **Clause 9 - Wage Rates.**

10.3 Repayment of Excess Payments

Where excess payments are made in circumstances which were not apparent or could not reasonably have been expected to be detected by the Employee, the relevant parties shall seek agreement on the matter of the overpayment and its repayment including, when necessary and appropriate, discussion between the relevant union and relevant Employer representatives.

11. Other Rates and Allowances

11.1 Meal Allowance

(a) Where an Employee is required to work overtime in excess of one and one half hours on any day or shift, the Employee shall be paid an amount as set out in **Item 1** of **Table 2- Other Rates and Allowances of Part H – Monetary Rates**, for a meal or be supplied with a meal.

(b) Any Employee required to work more than five hours overtime shall be paid a further amount as set out in **Item 1** of **Table 2- Other Rates and Allowances of Part H – Monetary Rates** or be supplied with a meal.

11.2 Mixed Health, First Aid, Medication and Health Care Procedures Allowances

The allowances set out in **subclauses 11.3, 11.4, 11.5** and **11.6** are not cumulative. An eligible School Support Staff Employee may only be paid one of these allowances at any given time.

11.3 Mixed Health Allowance – School Support Staff

The provisions of this subclause only apply to Employees classified as School Support Staff

(a) A School Support Staff employee who:

(i) has been trained to render first-aid and who is the current holder of appropriate first-aid qualifications, such as a certificate from the St John Ambulance or similar body and has been required by an Employer to perform first-aid duty; and

(ii) is required by an Employer from time to time to perform, or supervise, health care procedures on pupils of the school,

shall be paid an allowance set out in **Item 2** of **Table 2 – Other Rates and Allowances of Part H – Monetary Rates.**

(b) A School Support Staff employee who receives this allowance can also be called upon to dispense medication to pupils, or to supervise a pupil who self-administers medication.

(c) All health procedures will be in accordance with the requirements set out in **paragraph 11.5(b).**

(d) This allowance is payable to Employees during both term and non-term time, provided that it is not payable for the duration of any period of leave of greater than four weeks that has been applied for and taken by an Employee.

11.4 First Aid Allowance – All Employees except Nursing Staff Employees

(a) A first aid kit shall be supplied and be readily available to all Employees.

(b) An Employee who:

(i) has been trained to render first-aid; and

(ii) is the current holder of appropriate first-aid qualifications, such as a certificate from the St John Ambulance or similar body; and

(iii) is required by the Employer to perform first aid duty,

shall be paid an allowance as set out in **Item 3** of **Table 2 – Other Rates and Allowances of Part H – Monetary Rates.**

(c) A School Support Staff employee who receives the First Aid allowance can also be called on to dispense medication to pupils, or to supervise a pupil who self administers medication.

(d) This allowance is payable to Employees during both term and non-term time, provided that it is not payable for the duration of any period of leave of greater than 4 weeks that has been applied for and taken by an Employee.

11.5 Health Care Procedures Allowance - School Support Staff

The provisions of this subclause only apply to Employees classified as School Support Staff

(a) A School Support Staff Employee who is required by an Employer from time to time to perform, or supervise, health care procedures on pupils of the school, shall be paid an allowance set out in **Item 4** of **Table 2– Other Rates and Allowances of Part H – Monetary Rates.**

(b) All health care procedures will be in accordance with a medical plan developed by the pupil's treating practitioner and provided to the Employer from the pupil's parent(s)/guardian(s)/caregiver(s). For the purposes of this allowance a health care procedure means any one or more of the following:

(i) Tube feeding

This includes feeding via a gastrostomy or nasogastric tube but does not include tube insertion.

(ii) Suctioning

This includes shallow suctioning including removal of secretions from the mouth, nose or around the tracheotomy tube. Provided that Employees shall not be required to perform tracheotomy tube changes.

(iii) Assisted toileting

This includes assisting with self-catheterisation or catheter drainage equipment (urethral or suprapubic) and aerating/emptying a colostomy bag.

Provided that Employees shall not be required to conduct the insertion of an indwelling urinary catheter.

(c) This allowance is only paid when:

(i) such procedures and/or supervision is required by the Employers; and

(ii) the Employee is on duty.

(d) An Employee who receives this allowance may also be called upon to dispense medication to pupils or supervise a pupil who self administers medication.

11.6 Medication Allowance

(a) A School Support Staff Employee, who is required by an Employer from time to time to dispense medication to pupils of the school or is required to supervise a pupil who self-administers medication, shall be paid an allowance set out in **Item 5** of **Table 2 – Other Rates and Allowances of Part H – Monetary Rates.**

(b) This allowance is only paid when:

(i) such procedures and/or supervision is required by the Employer; and

(ii) the Employee is on duty.

11.7 Travelling Expenses

(a) When an Employee, in the course of their duty, is required to go to any place away from their usual place of employment, they shall be paid all reasonable expenses actually incurred.

(b) When an Employee, in the course of their duty, is required other than in ordinary working hours to go to any place away from their usual place of employment they shall be paid all reasonable expenses actually incurred and in addition shall be paid at the ordinary rates, for half of any time spent travelling outside ordinary working hours which is in excess of the time normally spent travelling from their home to their usual place of employment.

(c) Any Employee required to provide a motor car shall be paid extra per week at the rate set out in **Item 6** of **Table 2 - Other Rates and Allowances of Part H – Monetary Rates.**

(d) Where an Employee is required by their Employer to use their own motor car on a casual or incidental basis, they shall be paid the rate as set out in **Item 7** of **Table 2 - Other Rates and Allowances of Part H – Monetary Rates**, for such use.

(e) If the Employer provides a vehicle, he/she shall pay the whole of the cost of the upkeep, registration, insurance, maintenance and running expenses.

11.8 Uniforms and Protective Clothing

(a) In the event of an Employee being required to wear a uniform, such uniform shall be provided by the Employer and laundered at the Employer's expense. If, by mutual agreement, an Employee is required to launder their own uniform, such Employee shall be paid an amount as set out in **Item 8** of **Table 2- Other Rates and Allowances of Part H – Monetary Rates**.

(b) Where Employees are required to use chemicals or other injurious substances, they shall be supplied with overalls or lab coats, serviceable rubber gloves, and masks free of charge.

(c) Protective clothing, uniforms, or rubber gloves supplied pursuant to this Agreement shall remain the property of the Employer and shall be returned upon termination of employment.

11.9 Toilet Cleaning Allowance

An Employee required to work in lavatories or on outside steps, outside marble or outside brass or required to scrub marble, terrazzo, rubber floor corridors or stairs which necessitates the Employee kneeling shall be paid an amount as set out in **Item 9** of **Table 2 - Other Rates and Allowances of Part H - Monetary Rates**, per week extra. Lavatories of either sex can be cleaned by either male or female cleaners as long as appropriate steps are taken to ensure that the lavatories are not in use at the time of cleaning.

11.10 Refuse Disposal Allowance – EREA Schools Only

This clause only applies to Employees employed by an EREA School. Cleaners engaged on refuse disposal and/or sorting of incinerators, furnaces or recycling purposes shall be paid an additional amount as set out in **Item 10** of **Table 2 – Other Rates and Allowances of Part H – Monetary Rates**, per hour worked, with a maximum payment or an amount as set out in the said **Item 10**, per week.

11.11 Multi-Purpose Machines Allowance – EREA Schools Only

This clause only applies to Employees employed by an EREA School. Cleaners required to use multi-purpose machines, mobile sweeping machines and other similar mechanical equipment and operate forklifts shall be paid an additional amount as set out in **item 11** of **Table 2 – Other Rates and Allowances of Part H – Monetary Rates**, per shift or part thereof while so employed.

11.12 Qualification Allowance

The provisions of this subclause shall only apply to Employees employed as at the date of making of this Agreement. An Employee acting as a leading hand cleaner or caretaker who has successfully completed the Certificate IV in Cleaning Management, a course recognised under a previous agreement, or a course deemed by the Employer to be of equivalent qualification, shall be paid an additional amount as set out in **Item 12** of **Table 2 – Other Rates and Allowances of Part H – Monetary Rates**, per week or an amount as

set out in **Item 12** per day. Such amount shall be part of the ordinary rate of pay for all Agreement purposes.

11.13 Sleepover Allowance

(a) Where a Nursing Staff Employee is required 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 the appropriate amount set out at **Item 13** or **Item 14 of Table 2 – Other Rates and Allowances of Part H – Monetary Rates**, per sleepover, which 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 in accordance with **subparagraph 11.13(a)(ii)** will not be taken into account for the purposes of **Clause 13 - Hours of Work;**

(iv) the payments in this subclause will not extend beyond the period of the sleepover; and

(v) the Employee will be provided with suitable accommodation, including reasonably convenient bathroom facilities, at no cost to the Employee.

(b) The provisions of this subclause will not apply to an Employee to whom the provisions of **subclause 5.3** apply.

11.14 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. Provided that this allowance is not payable to an Employee to whom the provisions of **subclause 5.3** apply, or to an Employee for any period during which they receive the payment of the Sleepover Allowance set out in **subclause 11.13.**

11.15 Leading Hand Allowance

A Maintenance and Outdoor Staff Employee or General Operational Staff Employee who is required to supervise other Employees shall be paid the appropriate Leading Hand Allowance based on the number of Employees supervised, as set out in **Table 1(b)(ii)** of **Part H – Monetary Rates**. Such amount shall be part of the ordinary rate of pay for all Agreement purposes.

11.16 Tool Allowance – Trade Qualified Maintenance and Outdoor Staff and General Operational Staff

(a) Where an Employer does not provide all tools necessary for Employees to perform their work, the Employee will be paid the Tool Allowance as provided under **clause 19.3(b)** of the Award for supplying and maintaining tools ordinarily required in the performance of their work.

(b) An apprentice will receive the relevant percentage of this allowance as prescribed at **paragraph 9.9(b).**

12. Superannuation

12.1 Definitions

For the purposes of this clause:

(a) "Basic Earnings" means:

(i) the minimum weekly or hourly rate of pay prescribed for the Employee by **Clause 9 – Wage Rates;**

(ii) allowances paid pursuant to **subclauses 11.3 to 11.6, 11.9 to 11.12 and 11.15**

(iii) shift loadings paid pursuant to **Clause 14 – Shiftwork;**

(iv) payment in lieu of notice pursuant to **Clause 7 – Termination of Employment;**

(v) the amount of any payment made to the Employee pursuant to **Clause 16 – Annual leave and Payment on Termination**; and

(vi) any other payment that is 'ordinary time earnings' (OTE) as defined in subsection 6(1) of the *Superannuation Guarantee (Administration) Act 1992 (SGAA).*

(b) "Fund" means:

(i) NGS Super, or successor;

(ii) The Employer's default Fund;

(iii) any other complying superannuation fund into which the Employer is able to pay the Employee's superannuation and which is nominated by the Employee; and

(iv) an Employee's existing superannuation fund (stapled super fund),

provided that, if offered as a default Fund, the Fund offers a MySuper product as defined by the *Superannuation Industry (Supervision) Act 1993*.

12.2 Benefits

(a) Each Employer shall, in respect of each Employee who is entitled to superannuation payments under the SGAA, pay superannuation contributions into the Fund nominated by the Employee at the relevant charge percentage rate prescribed by the SGAA of the Employee's Basic Earnings.

(b) Any future increases to, the charge percentage rate prescribed by the SGAA will take effect at the date of commencement of any such increase

(c) Where a new Employee commences in employment, the Employer shall advise the Employee in writing of the Employee's superannuation entitlements under this

Agreement and of the available Funds (including NGS Super) within two weeks of the date of commencement of employment. The Employee shall advise the Employer in writing of their choice of Fund. If the Employee does not nominate a Fund and the Employee does not have a stapled super fund, the Employer may nominate a default Fund.

12.3 Transfers between Funds

If an Employee is eligible to belong to more than one Fund, the Employee will be entitled to notify the Employer that the Employee wishes the Employer to pay contributions in respect of the Employee to a new Fund. The Employer will only be obliged to make such contributions to the new Fund where the Employer has been advised in writing:

(a) of the Employee's application to join the other Fund; and

(b) that the Employee has notified the trustees of the Employee's former Fund that the Employee no longer wishes the contributions which are paid on the Employee's behalf to be paid to that Fund.

12.4 Exceptions

An Employer shall not be required to make contributions under this Agreement in respect of an Employee who:

(a) is absent from his or her employment without pay, for such period of absence without pay; or

(b) is under the age of 18 years old and works less than 30 hours per week; or

(c) is otherwise referred to in section 27 of the SGAA.

PART D – HOURS OF WORK AND RELATED MATTERS

13. Hours of Work

13.1 Ordinary Hours of Work

Nothing in this clause shall increase the hours of work in a workplace where the full-time hours of work were less than 38 hours per week as at the introduction of this Agreement.

(a) School Support Staff and Information Technology Staff

The ordinary hours of work for a full-time Employee exclusive of meal breaks shall not, without the payment of overtime, exceed 38 hours per week. Such ordinary hours shall be worked between the hours of 7.00 am and 6.00 pm Monday to Friday inclusive, and between the hours of 7.30 am and 12 noon on a Saturday.

Ordinary hours worked on a Saturday will be paid the ordinary time rate of pay plus a penalty of 50% of the ordinary time rate.

The penalty rates contained in this paragraph and the penalty rates contained in **Clause 15 – 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.

(b) Maintenance and Outdoor Staff and Bus Drivers

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 hours per week and shall be worked in five days, Monday to Friday inclusive between the hours of 6.00 am and 6.00 pm or on Saturdays until 12 noon.

Ordinary hours worked on a Saturday will be paid the ordinary time rate of pay plus a penalty of 50% of the ordinary time rate.

The penalty rates contained in this paragraph and the penalty rates contained in **Clause 15 – 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.

(c) General Operational Staff Other than Bus Drivers

(i) Cleaners

The ordinary working hours, exclusive of meal times, shall not exceed an average of 38 hours per week or eight hours per day worked on no more than five days in any seven days, and shall be worked between the hours of 6.30 am and 6.00 pm, Monday to Friday inclusive. If mutually agreed to between the Employer and the cleaner, the starting time may commence 30 minutes earlier than that provided herein, or the ceasing time may be extended by 30

minutes, or this 30 minutes may be divided between the starting and ceasing time.

(ii) All Other General Operational Staff Employees

The ordinary working hours of a full-time General Operational Staff Employee shall be 38 hours per week worked on no more than five days in any seven days, and may be worked on any day Monday to Sunday between 6.00 am and 6.00 pm.

Any ordinary hours of work performed on a Saturday or Sunday will attract the Saturday or Sunday penalty rates provided in **paragraph 14.2(d) Saturday and Sunday Work.**

The Saturday and Sunday penalty rates and the penalty rates contained in **Clause 15 - 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.

(d) Nursing Staff

The ordinary hours of work for a full-time Nursing Staff Employee shall be 38 hours per week worked on no more than five days in any seven days and may be worked on any day from Monday to Friday between the hours of 6.30 am and 6.30 pm. The ordinary hours of work of a Nursing Staff Employee may be averaged over a period of a fortnight or four weeks.

(e) Ordinary Hours of Work and Shiftwork

Notwithstanding **paragraphs 13.1(c) and (d),** the ordinary hours of work for General Operational Staff Employees and Nursing Staff Employees may be worked as part of a shiftwork arrangement in accordance with the provisions of **Clause 14 - Shiftwork**.

(f) Broken Shifts

The provisions of this paragraph apply to Employees engaged as General Operational Staff and Nursing Staff.

(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 meal breaks, per day, with a minimum payment of two hours for each period of duty.

(ii) An Employee other than a casual Employee, required to work a broken shift will be paid a penalty rate in accordance with the provisions of **subclause 14.4.**

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

13.2 Casual Employees

The spread of ordinary hours of work shall be the same as those worked by full-time Employees at that school. Where there are no such full-time Employees the spread of ordinary hours of work shall be those prescribed by **subclause 13.1.**

13.3 Part-time Employees

(a) The spread of ordinary hours of work shall be the same as those worked by full-time Employees and, exclusive of meal breaks, the ordinary hours of work of a part-time Employee shall not exceed 8 hours per day.

(b) Part-time Employees who work additional hours will be paid at the casual rate of pay applicable to the Employee's position, provided that overtime will instead be payable in respect of:

(i) hours worked outside the span of ordinary hours;

(ii) hours that are worked in excess of 8 hours on any one day; and

(iii) hours that are worked in excess of 38 hours per week.

(c) Additional hours worked by a part-time Employee in accordance with this clause do not accrue leave entitlements under this Agreement or the NES.

13.4 Notice of Hours

The Employer shall fix the Employee's ordinary hours of work and the ordinary time of meal breaks which shall be displayed in a conspicuous place accessible to the Employees or in their contract of employment and 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 Employer to the Employee. Provided that such seven days' notice shall not be required if any change of hours is by mutual agreement between the Employer and the Employee.

13.5 38 Hour Week

The ordinary hours of work for a full-time Employee provided by **subclause 13.1** shall be worked in one of the methods set out in **Annexure 6 – 38 Hour Week.**

13.6 Meal Break

Not more than one hour nor less than half an hour shall be allowed to Employees each day for a midday and/or evening meal where work continues after 6.30 pm. This meal break shall be taken not later than the fifth hour of work each day, except by mutual agreement between the Employer and the Employee. Such meal break shall not be counted as time worked and is unpaid.

13.7 Rest Break

(a) Subject to **paragraph (b)** below, Employees who work 3 hours or more in a day will be entitled to a paid rest break of 10 minutes, which will be counted as time worked and taken at a time suitable to the Employer.

(b) Employees employed in the Maintenance and Outdoor Staff, General Operational Staff or Nursing Staff (other than Senior Nurses) classification streams will be entitled to the following rest break provisions:

(i) An Employee is entitled to a rest break of 10 minutes for each period of 3 hours worked, with a maximum of two rest breaks per shift.

(ii) Where the Employee has an entitlement to two rest breaks, in place of the two 10 minute rest breaks the Employer and the Employee may agree to one rest break of 20 minutes.

(iii) A rest break:

(A) will be counted as time worked;

(B) will be taken at a time suitable to the Employer; and

(C) will not be taken adjacent to a meal break, unless the Employee and the Employer agree.

13.8 Make-Up Time

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

(b) An Employee on shift work may elect, with the consent of the Employer, to work "make-up time" under which the Employee takes time off ordinary hours and works those hours at a later time, at the shift work rate which would have been applicable to the hours taken off.

13.9 Professional Development and the Charism and Mission of Edmund Rice Education Australia.

(a) This subclause only applies to Employees employed in an EREA School.

(b) Subject to the provisions of **Clause 15 - Overtime** and **Clause 6 – Work During Pupil Vacation Periods**, in addition to and outside of their ordinary hours of work, an Employee may be required to attend, for up to 10 hours per year:

(i) Professional development; and/or

(ii) Renewal of their support for the charism and mission of Edmund Rice Education Australia.

(c) The Employer shall give as much notice of the requirement to attend an activity set out in **paragraph 13.9(b)** as is reasonably possible, provided that:

(i) where applicable the notice requirements of **subclause 6.5** must be met;

(ii) in relation to weekend work, a minimum of four weeks' notice shall be given to Employees; and

(iii) in all other cases a minimum of seven days' notice shall be given to Employees.

14. Shiftwork

14.1 Shiftwork – Cleaners

(a) Shift Definitions

(i) "Early Morning Shift" means any shift commencing at or after 5.00 am and before 6.30 am.

(ii) "Afternoon Shift" means any shift finishing after 6.00 pm and at or before midnight.

(iii) "Night Shift" means any shift finishing after midnight and at or before 8.00am or any shift commencing at or after midnight and before 5.00 am. For the avoidance of doubt, a Night Shift does not include any shift which is an Early Morning Shift.

(iv) "Night Shift Non-Rotating" means any 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.

(b) Ordinary Hours for Shiftwork - Cleaners

The ordinary working hours, exclusive of meal times, shall not exceed an average of 38 per week or eight per day. Subject to the payment of shift penalties in accordance with **Clause 14 - Shiftwork**, the hours for shift workers shall be as follows:

(i) Afternoon Shift Workers - Any afternoon shift worked Monday to Friday inclusive, to be worked in one shift of no more than eight hours daily.

(ii) Early Morning Shift Workers - Any early morning shift worked Monday to Friday inclusive, to be worked in one shift daily of no more than eight hours' duration.

(iii) Night Shift Workers - Shifts of not more than 8 hours each, finishing after midnight and at or before 8.00 am on the succeeding day (Sunday to Friday) or five shifts of not more than eight hours between 6.00 pm and 6.30 am on each day, Monday to Saturday inclusive.

(c) Shift Penalties - Cleaners

The following penalty rates for shift work shall be paid to cleaners in respect of work performed during ordinary hours of shift as defined in **paragraph 14.1(a):**

	Percentage
Early Morning Shift	10%
Afternoon Shift	15%

Night Shift, rotating with day or afternoon shift	17.5%
Night shift, non-rotating	30%

(d) Saturday and Sunday Work - Cleaners

An Employee required to work ordinary time on a Saturday or Sunday will be paid the ordinary time rate of pay plus a penalty of:

(i) for ordinary hours worked on a Saturday, 50% of the ordinary time rate: and

(ii) for ordinary hours worked on a Sunday, 100% of the ordinary time rate.

(e) The penalty rates contained in this subclause, and the penalty rates contained in **Clause 15 - 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.

14.2 Shiftwork –Nursing Staff and General Operational Staff other than Cleaners

(a) Shift Definitions

(i) "Day Shift" is a shift which commences and ceases wholly within the spread of ordinary hours set out in **subclause 13.1;**

(ii) "Afternoon Shift" is a shift which is not a day shift and which finishes after the ordinary hours identified in **subclause 13.1** and at, or before, midnight;

(iii) "Night Shift" is a shift which is not a day shift and which finishes after midnight and at or before 6.00 am.

(b) Ordinary Hours for Shiftwork – Nursing Staff and General Operational Staff other than Cleaners

The ordinary hours for shiftwork will:

(i) be worked continuously each shift (except for broken shifts and meal breaks);

(ii) not exceed 10 hours, inclusive of a meal break in any single shift; and

(iii) be rostered in accordance with the provisions of **subclause 14.3.**

(c) Shift Penalties – Nursing Staff and General Operational Staff other than Cleaners

(i) Afternoon and Night shift will attract a penalty rate of 15% of the ordinary time rate.

(ii) A permanent night shift will attract a penalty rate of 30% of the ordinary time rate.

(d) Saturday and Sunday Work – Nursing Staff and General Operational Staff other than Cleaners

An Employee, other than an Employee to whom **paragraph 14.2(e)** applies, required to work ordinary time on a Saturday or Sunday will be paid the ordinary time rate of pay plus a penalty of:

(i) for ordinary hours worked on a Saturday, 50% of the ordinary time rate; and

(ii) for ordinary hours worked on a Sunday, 100% of the ordinary time rate.

(e) Notwithstanding the provisions of **paragraph 14.2(d),** General Operations Staff Employees engaged as Bus Drivers who are required to work ordinary hours on a Saturday will be paid at the rate of time and a half for the first three hours and double time thereafter.

(f) The penalty rates contained in this subclause, and the penalty rates contained in **Clause 15 - 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.

14.3 Rostering of Shiftwork – General Operational Staff and Nursing Staff

This subclause only applies to General Operational Staff and Nursing Staff.

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

(b) An Employee may be rostered to work on a Saturday or Sunday. An Employer may request an Employee to work on a public holiday consistent with section 114 of the Act and **Clause 22 – Public Holidays**.

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

(d) Notwithstanding **paragraph 14.3(c)** a roster may be altered at any time to enable the functions of the Employer to be carried out where another Employee is absent from work due to illness or in an emergency. In such circumstances, unless agreed between the Employer and the Employee, an Employee must be given 48 hours' notice of a change to a rostered shift. If 48 hours' notice is not provided, the Employee will be entitled to a penalty of 50% of the ordinary time rate instead of any other penalty that may apply.

(e) Where such alteration requires an Employee to work on a day which would otherwise have been the Employee's day off, the day off instead will be arranged by mutual consent.

14.4 Broken Shifts – General Operational Staff and Nursing Staff

A General Operational Staff Employee or a Nursing Staff Employee working a broken shift as provided for in **paragraph 13.1(f),** shall be paid a penalty rate of 15% of the ordinary time rate for each hour worked.

15. Overtime

15.1 Subject to **subclause 15.6** an Employer may require an Employee to work overtime at overtime rates. All time required by the Employer to be worked outside the ordinary hours of work prescribed by **Clause 13 - Hours of Work**, or in the case of shift workers, as prescribed by **Clause 14 - Shiftwork**, shall be overtime and shall be paid for at the rate of time and one-half for the first two hours and double time thereafter; provided that overtime at the rate of double time shall be paid for all overtime worked between midnight Friday and midnight Sunday. In computing overtime each day's work shall stand alone.

15.2 Minimum Break before Resumption of Duty

(a) Wherever reasonably practicable, overtime shall be arranged so that Employees have at least 10 consecutive hours off duty between the work of successive days ('the Minimum Break').

(b) An Employee other than a casual Employee who works so much overtime between the termination of their ordinary work on one day and the commencement of their ordinary work on the next day that they have not had the Minimum Break shall, subject to this subclause, be released after completion of such overtime until they have had the Minimum Break, without loss of pay, for ordinary working time occurring during such absence.

(c) If, on the instruction of the Employer, an Employee resumes or continues work without having had the Minimum Break, they shall be paid at double time rates until they are released from duty for such period and he/she then shall be entitled to be absent until they have had the Minimum Break without loss of pay for ordinary working time occurring during such absence.

15.3 Time Off in Lieu of Payment for Overtime

(a) Where an Employee has performed work on overtime, the Employee may elect, with the consent of the Employer, to take time off in lieu of payment for overtime at a time or times agreed with the Employer within 12 months of the election. Such election will be evidenced in writing and kept with time and wages records.

(b) Overtime taken as time off during ordinary time hours will be taken at the ordinary time rate, that is, an hour for each hour worked, in respect of overtime worked between Monday and Friday inclusive.

(c) Normal overtime rates for Saturday and Sunday as set out in **subclause 15.1** will typically apply for those days, provided that an Employee may request that the Employer provide time off instead of payment of overtime equivalent to the number of hours of payment the Employee would have received had they been paid overtime for such work.

(d) An Employee may not accumulate more than 20 hours to be taken as time off in lieu of payment for overtime.

(e) An Employee will be paid any outstanding time off in lieu of payment for overtime at the appropriate overtime rate provided for in **subclause 15.1** if:

(i) such leave has not been taken within 12 months of accrual; or

(ii) the Employee's employment terminates.

15.4 Recall to Work

(a) An Employee required to attend the Employer's premises for a reason other than carrying out rostered duties after leaving the place of employment (whether notified before or after leaving the place of employment) shall be paid a minimum of two hours pay at the appropriate rate for each such attendance, except in the case of cleaners who shall be paid a minimum of four hours pay at the appropriate rate for such attendance.

(b) This subclause shall not apply where a period of duty is continuous (notwithstanding that the Employer may allow the Employee a reasonable meal break before, during or after such attendance) with the completion or commencement of ordinary working time.

(c) The minimum period of payment in **paragraph 15.4(a)** shall not apply to an Employee to whom **subclause 5.3** applies, however such Employee shall be paid for the period of work actually performed.

(d) Work performed as part of a rostered broken shift arrangement does not, of itself, constitute a recall to work.

(e) An Employee who is required to perform work during a period for which the Employee receives a sleepover allowance shall be paid in accordance with the provisions of **subclause 11.13** in lieu of the provisions of this subclause.

15.5 For overtime worked on a Sunday double ordinary time with a minimum payment for four hours' work shall be paid.

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

(a) any risk to Employee's health or safety;

(b) the Employee's personal circumstances including any family and carer responsibilities;

(c) the needs of the workplace or enterprise;

(d) the notice (if any) given by the Employer of the overtime and by the Employee of his or her intention to refuse it; and

(e) any other relevant matter.

PART E – LEAVE

16. Annual Leave and Payment on Termination

16.1 For the purpose of this clause, "Employee" means any Employee other than a Casual Employee.

16.2 The provisions of **subclauses 16.3 to 16.8** only apply to Employees who are paid in accordance with **subclause 9.3**, and such provisions apply:

(a) in lieu of corresponding annual leave provisions of the Act; and

(b) notwithstanding any other clauses in this Agreement.

For all other Employees, annual leave and payment on termination provisions are governed by the Act.

16.3 The provisions of this clause shall apply as set out in the relevant subclauses, where:

(a) an Employee's employment ceases;

(b) an Employee commences employment after the school service date;

(c) an Employee takes approved leave without pay or unpaid parental leave for a period which (in total) exceeds 20 pupil days in any year; or

(d) the working hours of the Employee have varied since the school service date.

16.4 Calculation of Payments

(a) Except in circumstances where the working hours of an Employee have also varied since the school service date, a payment made pursuant to **paragraphs 16.3(a), (b) or (c)** shall be calculated in accordance with the following formula:

Step 1 $\frac{A \times B}{C} = D$

Step 2 $D - E = F$

Step 3 $\frac{F \times G}{2} = H$

where:

A = The number of term weeks worked by the Employee since the school service date

B = The number of non-term weeks in the school year

C = The number of term weeks in the school year

D = Result in weeks

E = The number of non-term weeks for which the Employee has received payment since the school service date or the commencement of the Employee's service, whichever is the later.

F = Result in weeks

G = The Employee's current fortnightly salary

H = Amount Due.

(b) A payment made pursuant to **paragraph 16.3(d)** to an Employee whose normal working hours have varied shall be calculated in accordance with the following formula:

Step 1 $A - B = C$

Step 2 $\frac{C \times D}{E} = F$

Step 3 $F - B = G$

Where:

A = Total salary paid to the Employee since the school service date

B = Salary paid to the Employee in respect of non-term weeks since the school service date

C = Salary paid to the Employee in respect of term weeks since the school service date

D = The total number of non-term weeks in the school year

E = The total number of term weeks in the school year (Except in the case of an Employee who has taken unpaid leave during the school year which was not greater than four term weeks in total, in which case E shall be equal to the total number of term weeks in the school year less the number of term weeks of the unpaid leave).

F = Result in dollars

G = Amount Due.

16.5 Employees who commence Employment after the School Service Date

An Employee who commences employment after the school service date shall be paid from the date the Employee commences provided that, at the end of Term 4, the Employee shall be paid an amount calculated pursuant to **subclause 16.5** and shall receive no other salary until his or her return to work in the following school year.

16.6 Employees who take Approved Leave Without Pay or Unpaid Parental Leave

Where an Employee takes leave without pay or unpaid parental leave with the approval of the Employer for a period which (in total) exceeds 20 pupil days in any year, the Employee shall be paid salary calculated in accordance with this clause as follows:

(a) if the leave commences and concludes in the same school year payment shall be calculated and made at the conclusion of Term 4 of that school year.

(b) if the leave is to conclude in a school year following the school year in which the leave commenced:

(i) at the commencement of the leave a payment shall be calculated and made in respect of the school year in which the leave commences; and

(ii) at the end of Term 4 in the school year in which the leave concludes a payment shall be calculated and made in respect of that school year.

(c) Where an Employee who has received a payment pursuant to **paragraph 16.6(b)** returns from leave in the same year rather than the next school year as anticipated, then the Employee shall be paid at the conclusion of Term 4 as follows:

(i) by applying the formula in **subclause 16.4** as if no payment had been made to the Employee at the commencement of leave;

(ii) by deducting from that amount the amount earlier paid to the Employee.

16.7 Employees Whose Hours Have Varied

Where the hours which an Employee normally works at a school have varied since the school service date in any school year and the Employee's employment is to continue into the next school year, the Employee shall be paid throughout the summer pupil vacation as follows:

(a) the amount due pursuant to the formula **paragraph 16.4(b)** shall be calculated; and

(b) the Employee shall continue to receive in each fortnight of the pupil vacation period the same amount as his or her ordinary pay in the last fortnight of the school term until the total amount received by the Employee during the pupil vacation period is the same as the amount calculated above. (Note – this will have the consequence that the last fortnight of the pupil vacation period in which the Employee is paid the amount received will differ from the pay in the preceding fortnights).

16.8 Notwithstanding the provisions of **paragraph 16.2(a)** an Employee shall not, pursuant to this clause, be paid an amount in respect of a year of employment which is less than the amount to which the Employee would otherwise be entitled under the Annual Leave provisions of the Act in respect of a year of employment.

16.9 Caretakers whose ordinary working hours include work on Saturdays and/or Sundays on which they may be regularly rostered for work, shall be entitled to an additional week of annual leave per annum.

16.10 All Nursing Staff Employees who commenced employment prior to 1 December 2005 other than casual nurses, shall receive nine weeks paid annual leave per year, of which not less than six weeks shall be in one unbroken period during the Christmas vacation period.

17. Annual Leave Loading

17.1 Annual leave loading is payable to an Employee in addition to the pay for the period of annual leave taken by the Employee. Provided however, that the Employer may elect to pay the loading in respect of each School Year to the Employee with the first salary payment in December of that School Year at the rate of pay applicable on 1 December of that School Year.

17.2 The loading is to be calculated in relation to any period of annual leave taken by an Employee to which the Employee holds an entitlement, provided that the loading will only apply to the first four weeks of annual leave prescribed by **subclause 16.9 - Annual Leave**.

17.3 The loading is the amount payable for the period stated in **subclause 17.2**, at the rate of 17.5 per cent (or such higher percentage as may be applicable under **subclause 17.6**) of the Employee's ordinary weekly time rate of pay prescribed by this Agreement immediately before commencing their annual leave but shall not include any other allowances or payments prescribed by this Agreement. For the purposes of this subclause only, the ordinary weekly time rate of pay in respect of Maintenance and Outdoor Staff and General Operational Staff includes the Leading Hand Allowance.

17.4 Where an Employee receives a payment pursuant to **subclause 16.3** the Employee shall be entitled to the fraction of four weeks leave loading as is equal to the number of weeks worked by the Employee in that School Year compared to the number of weeks in the year since the School Service Date.

17.5 Where the employment of an Employee is terminated for any reason and at the time of the termination the Employee has not been given and has not taken the whole of the annual leave to which they are entitled, they shall be paid a loading calculated in accordance with **subclause 17.3** for the period not taken. In the case of an Employee who receives a payment upon termination in accordance with **subclause 16.3**, such loading shall be calculated and paid in accordance with **subclause 17.4**.

17.6 In the case of an Employee who would have worked on shiftwork had they not been on annual leave, such Employee shall be paid the greater of either the annual leave loading of 17.5 percent of their ordinary weekly time rate, or the applicable shift penalty.

18. Personal/Carer's Leave

The provisions of **subclauses 18.1 to 18.5** apply to full-time and part-time Employees only.

18.1 Entitlement

(a) Employees shall be entitled to personal/carer's leave, on full pay, upon the commencement of employment and upon each anniversary of their continuous service in accordance with the following table:

Employees who work 45 weeks or more per year	15 days personal/carer's leave per annum
Employees who work 41 weeks or more, but less than 45 weeks per year	14 days personal/carer's leave per annum
Employees who work less than 41 weeks per year	13 days personal/carer's leave per annum

(b) The personal/carer's leave entitlement of a part-time Employee shall be in that proportion which the number of hours worked by the Employee in a week bears to a full-time Employee.

(c) When the number of hours worked by an Employee varies, the entitlement to personal/carer's leave shall be calculated and credited to the employee in hours at the time of such variation.

(d) If the full period of personal/carer's leave is not taken in any year, the whole of any untaken portion shall be cumulative from year to year. Provided that an Employer shall not be bound to credit an Employee for personal/carer's leave which accrued more than 15 years before the end of the last completed year of service and the maximum accrual of personal/carer's leave (including accruals from the current year and previous years) shall be 154 days. However, if as a result of this accrual cap, an Employee's entitlement to personal/carer's leave would be less than what the Employee would have otherwise accrued under the NES of the Act, then the entitlement under the Act shall prevail.

18.2 Accrual prior to this Agreement

Prior service shall be taken into account for the purpose of calculating the accrued personal/carer's leave entitlement. The rates, in accordance with the industrial instruments that previously applied to Employees, are summarised below:

Classification	In respect of the period	Calculation of sick leave per year of service
School Support Staff	From the first full pay period on or after 29 January 2005	As per **subclause 18.1**
	1 January 2001 to immediately prior to the first full pay period	10 days during the first year of service and 12 days during
	on or after 29 January 2005	the second and subsequent years
	Prior to 1 January 2001	7 days during the first year of service and 10 days during the second and subsequent years
Maintenance and Outdoor Staff	From the first full pay period on or after 1 July 2005	As per **subclause 18.1**
	From the first full pay period on or after 1 July 2003 to immediately prior to the first full pay period on or after 1 July 2005	10 days during the first year of service and 12 days during the second and subsequent years
	Prior to the first full pay period on or after 1 July 2003	7 days during the first year of service and 10 days during the second and subsequent years
General Operational Staff and Nursing Staff	From 26 December 2013 (From 18 September 2013 in respect of EREA Schools)	As per **subclause 18.1**
	From 1 January 2010 to 25 December 2013 (From 1 January 2010 to 18 September 2013 in respect of EREA Schools)	10 days per year
General Operational Staff and Nursing Staff	Prior to 1 January 2010	7 days during the first year of service and ten 10 days during the second and subsequent years
Information Technology Staff	Prior to 25 December 2015	10 days per year

18.3 Taking of Paid Personal/Carer's Leave

(a) Employees may take paid personal/carer's leave if the leave is taken:

(i) because the Employee is not fit or able to work due to personal illness, or personal injury, or an unexpected personal emergency, or family and domestic violence affecting the Employee (where the Employee has exhausted their paid family and domestic violence leave); or

(ii) to provide 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 of:

(A) a personal illness or personal injury;

(B) an unexpected emergency; or

(C) family and domestic violence.

(b) For the purposes of this clause an 'unexpected personal emergency' is a circumstance that is unplanned, due to circumstances beyond the Employee's control and is of an urgent and serious nature that requires the urgent attendance of the Employee.

(c) For the purposes of this clause, an 'unexpected emergency' is a circumstance that is unplanned, due to circumstances beyond the Employee's immediate family or household member's control and is of an urgent and serious nature that requires the urgent attention of the Employee to attend and provide care or support. The urgent circumstance must be of such a nature that it cannot be arranged outside of work time.

(d) Employees shall not be entitled to paid personal/carer's leave for any period in respect of which the Employee is entitled to Workers' Compensation under applicable legislation.

18.4 Notice Requirements

(a) Notification shall occur as soon as practicable (which may be at any time after the leave has started) but wherever possible it shall be prior to the ordinary commencement time of work or prior to the commencement of the first organised activity at the school, whichever is earlier. The Employee will notify the Principal (or other such person as directed by the Principal) of: their intention to take personal/carer's leave;

(b) the reason for their absence, being a reason specified in **subclause 18.3**; and

(c) the period or expected period of their leave.

18.5 Evidence Requirements

(a) Where an Employee takes leave, with the exception of the first 3 days in each year, due to the reasons set out in **subparagraph 18.3(a)(i),** the Employee shall, if requested by the Employer, provide a certificate from a medical practitioner or evidence from a registered health practitioner or other evidence that would satisfy a reasonable person that the leave was taken for such a purpose. Provided that where a single day absence occurs before and/or after a public holiday or a rostered day off such evidence must be supplied.

(b) Where an Employee takes leave due to unexpected personal emergency or family and domestic violence, the Employee will, upon request, provide evidence that would satisfy a reasonable person that the leave was taken for such a purpose, or a statutory declaration outlining the nature of the unexpected personal emergency, or the fact of family and domestic violence, and that such circumstance prevented the Employee from attending work.

(c) Where an Employee takes leave to provide care or support for a member of the Employee's immediate family, or a member of the Employee's household as set out in **subparagraph 18.3(a)(ii)**, the Employee shall, upon request:

(i) produce evidence from a registered medical practitioner or health practitioner, or statutory declaration, establishing the illness or injury of the person concerned and that the illness or injury is such as to require care by another person; or

(ii) produce evidence that would satisfy a reasonable person that the leave was taken for such a purpose, or a statutory declaration, establishing the nature of the unexpected emergency and that such unexpected emergency resulted in the person concerned requiring care by the Employee.

18.6 Unpaid Leave for Caring Purposes

(a) An Employee including a casual Employee is entitled to take up to two days of unpaid carer's leave for each occasion when a member of the Employee's immediate family, or member of the Employee's household, requires care or support due to:

(i) a personal illness or personal injury affecting the member; or

(ii) an unexpected emergency affecting the member; or

(iii) the birth of a child.

The Employer and the Employee may agree on a period greater than two days for which the Employee will be on unpaid leave for caring purposes.

(b) An Employee cannot take unpaid carer's leave under this subclause if the Employee could instead take paid personal/carer's leave.

(c) An Employee's entitlement to take unpaid personal/carer's leave under this subclause is subject to the Employee meeting the notice requirements set out in **subclause 18.4**, and the evidence requirements set out in **subclause 18.5.**

(d) An Employer must not fail to re-engage a casual Employee because the Employee accessed the entitlements provided for in this subclause. The rights of an Employer to engage or not to engage a casual Employee are otherwise not affected.

18.7 As an alternative to accessing personal/carer's leave an Employee may elect, with the consent of the Employer, to work "make-up time" in accordance with **subclause 13.8**, to

take time off work to provide care and support to a member of the Employee's immediate family or member of the Employee's household.

19. Parental Leave

Except as varied by this clause the parental leave provisions under the Act shall apply.

19.1 Paid Parental Leave

(a) An Employee shall be entitled to take paid parental leave in accordance with this subclause if:

(i) they have an entitlement to take parental leave under the Act: 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 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) Paid parental leave shall be for a continuous period of 14 weeks paid at the rate of pay the Employee would have received for that period if the Employee had not taken parental leave. If the period of parental leave taken by the Employee is for less than 14 weeks then the period of paid parental leave shall be for such lesser period.

(i) For Employees required to work 48 weeks a year and paid an unaveraged salary in accordance with **subclause 9.2**, the 14 weeks paid parental leave shall be inclusive of non term periods falling within the 14 weeks. For the purpose of this subparagraph, paid parental leave shall not include any period of annual leave.

(ii) For Employees not required to work 48 weeks a year and paid an averaged salary in accordance with **subclause 9.3,** the 14 weeks paid parental leave shall be exclusive of non-term periods falling within the 14 weeks.

(iii) For Employees not required to work 48 weeks a year and stood down without pay during pupil vacation periods in accordance with **subclause 5.2** the 14 weeks paid parental leave shall be inclusive of non term periods falling within the 14 weeks and shall be paid at the Employee's unaveraged weekly salary for the entire period of paid parental leave for a period not exceeding 14 weeks.

(c) The Employee may elect to be paid during the period of paid leave in **paragraph 19.1(b)** either in accordance with the usual Employer payment schedule or as a lump sum payment in advance.

(d) Where an Employee applies for a lump sum payment in advance under **paragraph 19.1(c),** the Employee shall give the Employer at least one month's notice of their intention.

(e) If a female Employee has commenced paid parental leave and subsequently the Employee's pregnancy results in a still birth or death of a child, the Employee shall

be entitled to retain payment in accordance with this subclause equivalent to the salary payable for the period of parental leave taken by the Employee.

(f) Paid parental leave shall commence no earlier than one term prior to the expected date of birth, or in the case of adoption, from the date of the child's placement with the Employee for adoption

(g) Non-term weeks within the period of paid parental leave shall be deemed to be non-term weeks worked by the Employee for the purpose of **Clause 16 - Annual Leave and Payment on Termination**.

(h) An Employee on paid parental leave in accordance with this subclause will not be employed as a casual Employee by the Employer during such paid leave.

(i) Where an Employee gives birth to a child whilst on unpaid parental leave (other than parental leave in relation to the birth of the same child) the Employee will be entitled to unpaid parental leave in accordance with the Act. However, the Employee will not be entitled to an additional 14 week payment in accordance with **paragraph 19.1(b).**

(j) A maximum period of 14 weeks will be counted as service where payment is made in accordance with **paragraph 19.1(b)**. Periods of unpaid parental leave will not count as service.

19.2 Paid Parental Leave (not primary caregiver)

(a) Where an Employee has an entitlement to and takes parental leave under the Act but is not the primary person responsible for the care of the child, the Employee shall be entitled to paid parental leave in accordance with this subclause.

(b) An Employee shall be entitled to take paid parental leave in one continuous period not exceeding two weeks on and from the date of their child's birth, or on the day on which their child or the primary care giver leaves hospital following the child's birth, or in the case of adoption, the date of the child's placement.

(c) The Employer and Employee may agree that the parental leave entitlement at **paragraph 19.2(b)** is taken at another time in the four weeks before the date or expected date of birth of the child or date of placement, and not later than 12 months after the date of birth or placement.

(d) The entitlement to paid parental leave in **paragraph 19.2(b)** is inclusive of, and not in addition to, the Employee's entitlement to take unpaid concurrent leave in accordance with the Act.

19.3 Temporary Employees

(a) A temporary Employee will be entitled to paid parental leave in accordance with **subclause 19.1** and this **subclause 19.3** if they have an entitlement to and take

parental leave under the Act and all other relevant criteria required under this **clause 19** are satisfied.

(b) If the employment of a temporary Employee ceases after the commencement, and before the completion of a period of paid parental leave granted under **subclause 19.1**, the temporary Employee will be paid the remaining balance of the 14 weeks paid parental leave entitlement, provided the temporary Employee has completed at least three years continuous service with the Employer at the time of cessation of employment. The payment will be made as a lump sum payment within 14 days of the cessation of their employment.

19.4 Casual Employees

An Employer must not fail to re-engage an eligible casual Employee because:

(a) the Employee is expecting the birth of their child;

(b) the Employee is or has been immediately absent on parental leave.

The rights of an Employer in relation to engagement and re-engagement of casual Employees are not affected, other than in accordance with this clause.

19.5 Notice Periods

Notice periods for parental leave applications are provided in section 74 of the Act.

19.6 Right to Request Extension of Parental Leave

An Employee entitled to parental leave may request the Employer to allow the Employee to extend the period of simultaneous unpaid parental leave up to a maximum of eight weeks or to extend the period of unpaid parental leave for a further continuous period of leave not exceeding 12 months in accordance with sections 75 to 76C of the Act.

19.7 Communication During Parental Leave

(a) Where an Employee is on parental leave and a definite decision has been made to introduce significant change at the workplace, the Employer shall take reasonable steps to:

(i) make information available in relation to any significant effect the change will have on the status or responsibility level of the position the Employee held before commencing parental leave; and

(ii) provide an opportunity for the Employee to discuss any significant effect the change will have on the status or responsibility level of the position the Employee held before commencing parental leave.

(b) The Employee shall take reasonable steps to inform the Employer about any significant matter that will affect the Employee's decision regarding the duration of parental leave to be taken, whether the Employee intends to return to work and whether the Employee intends to request to return to work on a part-time basis.

(c) The Employee shall also notify the Employer of change of address or other contact details which might affect the Employer's capacity to comply with **paragraph 19.7(a).**

20. Long Service Leave

20.1 Applicability of Long Service Leave Act 1955 (NSW)

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

(b) The provisions of **subclause 20.2** apply to Employees except those listed in **paragraph 20.1(c).**

(c) The provisions of **subclause 20.3** apply only to Employees employed by the following Employers;

(i) Chevalier College, Bowral;

(ii) Rosebank College, Five Dock;

(iii) St Stanislaus' College, Bathurst; and

(iv) St Mary Star of the Sea College, Wollongong.

(d) The provisions of **subclauses 20.4 to 20.7** apply to all Employees.

20.2 Entitlement – All Schools except Chevalier College, Bowral, Rosebank College, Five Dock, St Stanislaus' College, Bathurst and St Mary Star of the Sea College.

(a) In recognition of changes to the hours of work of Employees during the course of their working career, long service leave entitlements accrue on the basis of an Employee's working hours at the time of accrual, and leave is subsequently debited according to the Employee's working hours at the time the leave is taken. From date of commencement of this Agreement;

(i) full-time Employees shall be entitled to 49.4 hours of long service leave per year of service; and

(ii) part-time Employees shall be entitled to long service leave on a pro rata basis in that proportion which the number of hours worked by the Employee in a week bears to a full-time Employee.

(b) Conversion to Hours Based Accruals

(i) Long Service Leave entitlements for all Employees were converted to hours based accruals under previous industrial instruments on the following dates:

(A) 30 January 2006 in the case of School Support Staff Employees and Maintenance and Outdoor Staff Employees

(B) 26 December 2013 in the case of all other Employees except Information Technology Staff Employees

(C) 25 December 2015 in the case of Information Technology Staff Employees.

(c) The following formula is used to convert an Employee's entitlement to, or balance of, long service leave from weeks to hours:

(i) all full time Employees shall have weeks of accrued long service leave converted to hours on the basis of 1 week of accrued leave equals 38 hours of accrued leave; and

(ii) all part-time Employees shall have weeks of long service leave converted to hours of leave by averaging their hours worked during the last 5 years of eligible service, comparing it with the current hours worked, and using the higher figure to determine the proportion the number of hours worked by the Employee bears to 38 ('the Determined Proportion'). The Employee's leave balance, expressed in weeks, shall be multiplied by the Determined Proportion, and further multiplied by 38 hours to calculate the accrued leave balance in hours.

(d) An Employee shall be entitled to take any accrued long service leave upon completion of ten years' service with an Employer. Provided that an Employee is further entitled to take any further leave accrued under this clause upon completion of each subsequent five years of service or as otherwise agreed with the Employer.

(e) An Employee's accrued long service shall be taken at the Employee's current weekly hours of work when the long service leave is taken.

For example, an Employee works full-time for their first ten years of employment and then reduces to 19 hours per week (0.5 of full-time) for the next five years of their employment. The Employee would accrue 494 hours of long service leave for their first ten years of service and then 123.5 hours of long service leave over their next five years of service, a total of 617.5 hours long service leave. If the Employee works 19 hours per week (0.5 of full-time) at the time they commence leave, the Employee would be entitled to take their 617.5 hours of long service leave over 32.5 weeks (i.e. 617.5 divided by 19).

(f) In the case of an Employee who has completed at least five years' service with an Employer and the service of the Employee is terminated or ceases for any reason, such Employee shall be paid their accrued leave long service leave balance.

20.3 Entitlement – Chevalier College, Bowral, Rosebank College, Five Dock, St Stanislaus' College, Bathurst and St Mary Star of the Sea College, Wollongong

(a) From the date of commencement of this Agreement, the long service leave entitlement of an Employee shall be:

(i) in the case of an Employee who has completed ten years' service, 13 weeks; and

(ii) In respect of each 5 years since the Employee last became entitled to long service leave, 6.5 weeks.

(iii) In the case of an Employee who has completed at least five years' service with an Employer where the service of the Employee is terminated or ceases for any reason, the Employee shall be paid a proportionate amount of long service leave calculated using the rates of accrual set out in **subclause 20.4**.

20.4 Rates of Long Service Leave Accrual

The amount of long service leave to which an Employee shall be entitled prior to the commencement of this Agreement is to be calculated in accordance with the table below:

Classification	In respect of the period	Calculation of long service leave per year of service
School Support Staff	Prior to 1 January 2001	0.866 weeks per year
	1 January 2001 to 29 January 2006	1.3 weeks per year
	On and from 30 January 2006	49.4 hours per year of service*
Maintenance and Outdoor Staff	Prior to 26 January 2004	0.866 weeks per year
	26 January 2004 to 29 January 2006	1.3 weeks per year
	On and from 30 January 2006	49.4 hours per year of service*
General Operational Staff and Nursing Staff** (except EREA Schools)	Prior to 26 December 2013	0.866 weeks per year
	On and from 26 December 2013	49.4 hours per year of service*
General Operational Staff*** (EREA Schools)	Prior to 18 September 2013	0.866 weeks per year
	On or after 18 September 2013	49.4 hours per year of service
Information Technology Staff	Prior to 25 December 2015	0.866 weeks per year
	On or after 25 December 2015	49.4 hours per year of service*

* 1.3 weeks per annum in the case of Chevalier College, Bowral, , Rosebank College, Five Dock, St Mary Star of the Sea College and St Stanislaus' College, Bathurst..

** For General Operational Staff and Nursing Staff previously covered by the Support and Operational Staff (NSW Catholic Independent Schools) Enterprise Agreement 2013.

*** For General Operational Staff previously covered by the Support and Operational Staff (NSW Catholic Schools – List C) Multi –Enterprise Agreement 2013-2014.

20.5 Parental Leave and Continuity of Service – All Employees

The service of an Employee with an Employer shall be deemed continuous notwithstanding the service has been interrupted by reason of the Employee taking unpaid leave in accordance with the Act, but the period during which the service is so interrupted shall not be taken into account in calculating the period of service for the purpose of long service leave. Periods of paid parental leave taken in accordance with **Clause 19 - Parental Leave**, shall count as service for the purpose of long service leave.

20.6 Long Service Leave Portability – All Employees

Eligible Employees are entitled to Portability of Long Service Leave as outlined in **Annexure 1 - Catholic Schools Intrastate Long Service Leave Portability Arrangement.**

20.7 Cashing out Long Service Leave – All Employees

(a) Where an Employee has an entitlement to long service leave and takes leave in accordance with the *Long Service Leave Act 1955* (NSW) the Employee and the Employer may agree that, in addition to payment for the long service leave taken, the Employee may be paid an amount in lieu of any additional long service leave accumulated by the Employee which is in excess of their entitlements under that Act.

(b) Any payment arising from the conditions applicable in this subclause will be paid by the Employer upon commencement of the Employee's long service leave.

20.8 Taking Long Service Leave

(a) Where an Employee has become entitled to long service leave, the Employer will give to the Employee and the Employee will take the leave as soon as practicable, having regard to the needs of the Employer.

(b) Where agreement cannot be reached on the taking of long service leave, the Employer may give a direction to the Employee to take long service leave, provided that the Employer gives to the Employee at least one month's notice of the date from which it is proposed that the leave be taken.

21. Other Leave

21.1 Compassionate Leave

(a) An Employee (other than a casual Employee) shall, on each occasion of the death of a member of the Employee's immediate family or household be entitled to paid leave up to and including the day of the funeral of such relative. Such leave shall not exceed three working days.

(b) An Employee (other than a casual Employee) shall be entitled to paid leave of up to two working days per occasion in the following circumstances

(i) To spend time with a member of the Employee's immediate family or household on the occasion where they contract or develop a personal illness or sustain a personal injury where such illness or injury poses a serious threat to his or her life.

(ii) In the event a child is stillborn, where the child would have been a member of the Employee's immediate family, or a member of the Employee's household, if the child had been born alive.

(iii) In the event that the Employee, or the Employee's spouse or de facto partner, has a miscarriage (provided this does not apply if the miscarriage applies to a former spouse of the Employee).

(c) An Employee must notify the Employer as soon as practicable of their intention to take leave under this subclause and must advise the Employer of the period or expected period of leave.

(d) An Employee may be required to provide the Employer with satisfactory evidence of such death, personal illness or personal injury.

(e) Where an Employee takes compassionate leave in accordance with **paragraphs 21.1(a**) or **(b)** an Employer, in its absolute discretion, may grant the Employee additional leave as leave without pay or leave with pay.

(f) Where an Employee requests leave to attend a funeral for a person not specified in **paragraph 21.1(a),** the Employer in its absolute discretion may grant the Employee leave as leave without pay or compassionate leave with pay.

(g) Where an Employer grants an Employee leave with pay in accordance with **paragraphs 21.1(e)** or **(f),** such leave will be deducted from the Employee's entitlement to Personal/Carer's Leave in accordance with **Clause 18 – Personal/Carer's Leave.**

(h) Compassionate Leave may be taken in conjunction with other leave available under **Clause 18 – Personal/Carer's Leave.** In determining such a request, the Employer will give consideration to the circumstances of the Employee and the reasonable operational requirements of the business.

(i) Compassionate Entitlement for Casual Employees

(i) A casual Employee is entitled to not be available to attend work, or to leave work upon each occasion in the circumstances described at **paragraphs 21.1 (a) and (b).**

(ii) A casual Employee must notify the Employer as soon as practicable of their intention to access this entitlement and may be required to provide the Employer with satisfactory evidence of such death and/or personal illness or injury.

(iii) The Employer and the Employee shall agree on the period for which the Employee will be entitled to not be available to attend work. In the absence of agreement, the Employee is entitled to not be available to attend work for up to 48 hours (i.e. two days) per occasion. The casual Employee is not entitled to any payment for the period of non- attendance.

(iv) An Employer must not fail to re-engage a casual Employee because the Employee accessed the entitlements provided for in this subclause. The rights of an Employer to engage or not engage a casual Employee are otherwise not affected.

21.2 Jury Service

(a) An Employee, other than a casual Employee, required to attend for jury service during their ordinary working hours shall be reimbursed by the Employer an amount equal to the difference between the amount paid in respect of their attendance for such jury service and the amount they would have received in respect of the ordinary time they would have worked had they not been on jury service.

(b) An Employee shall notify their Employer as soon as possible of the date upon which they are required to attend for jury service. Further, the Employee shall give their Employer proof of their attendance, the duration of such attendance and the amount received in respect of such jury service.

21.3 Community Service Leave

The Employer will provide an Employee with Community Service Leave in accordance with the Act.

21.4 Emergency Disaster Leave

(a) The parties to this Agreement recognise the importance of keeping schools open wherever possible during times of natural disasters and, should schools need to be closed for a time, to reopen them as soon as possible.

(b) Employees will assist with keeping schools open to support students, families and the community and to provide continuity of teaching/learning as far as is feasible

and safe to do so. They will attend work unless prevented by circumstances described in **paragraph 21.4(c)** or are otherwise on approved leave. Subject to **paragraph 21.4(c)** Employees may be asked to assist with preparing for a reopening of a damaged school.

(c) A full-time or part-time Employee who is unable or prevented from attending work or cannot work remotely because of floods, snowfall, severe storms, bushfires or other natural emergencies shall be granted a maximum of five days paid leave per calendar year to be drawn from the Employee's personal/carer's leave entitlement in the following circumstances:

(i) they must remain at home because transport services and facilities are disrupted or discontinued due to weather or flood conditions; or

(ii) they are away from their usual residence and are unavoidably delayed in returning to work due to identified and specific disruptions to transport services and facilities; or

(iii) they are required to leave work early and return home to ensure their personal safety, the safety of their family or the protection of their property or because the availability of transport services and facilities may be disrupted or discontinued due to weather or flood conditions; or

(iv) they must remain at home to have temporary repairs effected, restore or replace essential belongings, complete necessary clean-up for safety or to enable occupation of residence.

(d) In respect of the entitlement set out in **paragraph 21.4(c)** above, the Employer may require the employee to provide suitable evidence.

(e) The Employee will advise the Employer as soon as possible of their intention to apply for leave pursuant to this subclause, the expected duration and the reason for the absence.

(f) For the purpose of this clause, the Employee's "home", means an Employee's principal place of residence only.

Note: A full-time or part-time Employee who is impacted by a natural disaster may also be entitled to apply for paid personal/carer's leave under **Clause 18** of this Agreement. Where this occurs, the leave is not subject to the limits as set out in **paragraph 21.4(c).**

21.5 Aboriginal and Torres Strait Islander Cultural and Ceremonial Leave

(a) Cultural and Ceremonial Leave - paid entitlement

An Employee (other than a Casual Employee) of Aboriginal or Torres Strait Islander descent who is required by Indigenous tradition to take part in Aboriginal or Torres Strait Islander ceremonial and cultural activities is entitled to three days' paid

Cultural and Ceremonial Leave per school year (non-cumulative), for the purpose of attending Aboriginal or Torres Strait Islander community meetings.

(b) Cultural and Ceremonial Leave - unpaid entitlement

(i) An Employee (other than a Casual Employee) of Aboriginal or Torres Strait Islander descent is entitled to three days' unpaid leave per year for ceremonial purposes upon the death of a member of their immediate family or extended family, or for the purpose of other legitimate ceremonial obligations.

(ii) Leave granted under this subclause is in addition to an entitlement to Compassionate Leave under **subclause 21.1** of this Agreement.

(c) Cultural and Ceremonial Leave (Casual Employees)

(i) Casual Employees of Aboriginal or Torres Strait Islander descent are entitled to be unavailable to attend work for the purpose of attending Aboriginal or Torres Strait Islander community meetings and for ceremonial purposes outlined in **paragraph 21.5(b)** above.

(ii) The Employer and the Employee shall agree on the period for which the casual Employee will be entitled to be unavailable to attend work. In the absence of agreement, the casual Employee is entitled to be unavailable to attend work for up to 48 hours (ie two days). The casual Employee is not entitled to any payment for the period of non- attendance.

(d) Cultural and Ceremonial Leave does not accrue. It will be available in full (as specified in this subclause) to Employees:

(i) employed as at the date this Agreement takes effect; or

(ii) from the commencement of employment, if employed after the date this Agreement takes effect.

(e) Four weeks' notice must be provided by an Employee of their intention to take Cultural and Ceremonial Leave. However, the Employer will accept less than four weeks' notice where the leave is taken due to the death of a family member. The Employer may also accept less than four weeks' notice in exceptional circumstances.

(f) On request by the Employer, an Employee taking leave under this subclause must provide to the Employer evidence that would satisfy a reasonable person that the leave is taken for the purpose specified in this subclause.

21.6 Family and Domestic Violence Leave

The Employer will provide an Employee with paid Family and Domestic Violence Leave in accordance with sections 106A to 106E of the Act.

22. Public Holidays

22.1 For the purposes of this Agreement, public holidays are as defined in the Act and include New Year's Day, Australia Day, Good Friday, Easter Saturday, Easter Sunday, Easter Monday, Anzac Day, King's Birthday, Labour Day, Christmas Day, Boxing Day, an additional day's holiday to be observed pursuant to **subclause 22.2**, and any other day, or part day, recognised under the NES as a public holiday.

22.2 In addition to the public holidays specified in **subclause 22.1**, an Employee who is required to work 48 weeks per year, in accordance with **subclause 9.2** shall be entitled to one additional day as a holiday in each calendar year. Such additional holiday shall be observed on the day when the majority of Employees in a school observe a day as an additional holiday or on another day mutually agreed between the Employer and Employee. The additional holiday is not cumulative and must be taken within each calendar year. General Operational Staff Employees shall observe this additional public holiday on the Thursday before Easter unless otherwise agreed between the majority of Employees in a school and their Employer.

22.3 Full-time and part-time Employees shall be entitled to the above holidays without loss of pay, provided that an Employee shall only be paid for such holidays that occur on days the Employee is normally or regularly rostered to work their ordinary hours.

22.4 All time worked on a public holiday specified in **subclause 22.1** shall be paid for at the rate of double time and one-half the ordinary time rate with a minimum payment of two hours, or a minimum payment of three hours in the case of Employees engaged as General Operational Staff.

PART F – CONSULTATION AND REDUNDANCY AND DISPUTE PROCEDURES

23. Consultation and Redundancy

23.1 Application of this Clause

(a) This clause shall apply in respect of Employees employed in the classifications specified by the Agreement.

(b) **Subclauses 23.4 and 23.5** do not apply to casual Employees.

(c) Notwithstanding anything contained elsewhere in this Agreement, **subclause 23.5** does not apply to Employees with less than one year's continuous service or Employers who employ fewer than 15 employees immediately prior to the termination of employment.

(d) This clause shall not apply:

(i) where employment is terminated as a consequence of conduct that justifies instant dismissal;

(ii) in the case of apprentices;

(iii) in the case of Employees who were engaged for, and whose employment terminated at the conclusion of, a specific period of time or a specified task or tasks; or

(iv) where employment is terminated due to the ordinary and customary turnover of labour.

23.2 Employers Duty to Notify and Discuss

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

(b) The Employer shall discuss with the Employees affected and their representative, which may include the union to which they belong, the introduction of such changes and the likely effect on the Employees and the measures taken to avert or mitigate the adverse effects of such changes.

(c) 'Significant effects' include termination of employment, major changes in the composition, operation or size of the Employer's workforce or in the skills required, the elimination or diminution of job opportunities, promotion opportunities or job tenure, the alteration of hours of work, the need for retraining or transfer of Employees to other work or locations and the restructuring of jobs.

23.3 Discussions before Termination

(a) Where an Employer has made a definite decision that the Employer no longer wishes the job the Employee has been doing done by anyone and that decision may lead to the termination of employment, the Employer shall hold discussions with the Employees directly affected and with their representative, which may include the union to which they belong.

(b) The discussions shall take place as soon as is practicable after the Employer has made a definite decision which will invoke the provisions of **paragraph 23.3(a)** and shall cover, inter alia, any reasons for the proposed terminations, measures to avoid or minimise the terminations and measures to mitigate any adverse effects of any termination of the Employees concerned.

(c) For the purposes of the discussion the Employer shall, as soon as practicable, provide in writing to the Employees concerned and their representative, which may include the union to which they belong, all relevant information about the proposed terminations including the reasons for the proposed terminations, the number and categories of Employees likely to be affected, and the number of Employees normally employed and the period over which the terminations are likely to be carried out. Provided that any Employer shall not be required to disclose confidential information the disclosure of which would adversely affect the Employer.

23.4 Notice

(a) Notice for Change in Production, Program, Organisation or Structure

Paragraphs 23.4(b) to (d) set out the notice provisions to be applied to terminations by the Employer for reasons arising from 'production', 'program', 'organisation' or 'structure' in accordance with **subclause 23.2.**

(b) In order to terminate the employment of an Employee the Employer shall give to the Employee the following notice:

Period of continuous services	Periods of Notice
Less than 1 year	1 week
1 year and less than 3 years	2 weeks
3 year and less than 5 years	3 weeks
5 years and over	4 weeks

In addition to the notice above, Employees over 45 years of age at the time of the giving of the notice with not less than two years continuous service, shall be entitled to an additional week's notice.

(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.

(d) Notice for Technological Change

This paragraph sets out the notice provisions to be applied to terminations by the Employer for reasons arising from 'technology' in accordance with **subclause 23.2.**

(i) In order to terminate the employment of an Employee the Employer shall give to the Employee three months' notice of termination.

(ii) 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.

(iii) The period of notice required by this subclause to be given shall be deemed to be service with the Employer for the purposes of the *Long Service Leave Act 1955 (NSW),* the Act, or any Act amending or replacing either of these Acts.

(e) Time off during the notice period

(i) During the period of notice of termination given by the Employer 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 weeks, for the purposes of seeking other employment.

(ii) 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.

(f) Employee leaving during the notice period

(i) An Employee given written notice of termination in circumstances of redundancy may terminate their employment during the notice period.

(ii) The Employee is entitled to receive the benefits and payments they would have received under **paragraph 23.5(a)** had they remained in employment until the expiry of the notice.

However, the Employee is not entitled to be paid for any part of the period of notice remaining after the Employee ceased to be employed.

(g) Statement of employment

The Employer shall, upon receipt of a request from an Employee whose employment has been terminated, provide to the Employee a written statement specifying the period of the Employee's employment and the classification of or the type of work performed by the Employee.

(h) Notice to Centrelink

Where a decision has been made to terminate Employees, the Employer shall notify Centrelink as soon as possible giving relevant information including the number

and categories of the Employees likely to be affected and the period over which the terminations are intended to be carried out.

(i) Centrelink Employment Separation Certificate

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

(j) Transfer to lower paid duties

Where an Employee is transferred to lower paid duties for reasons set out in **subclause 23.2,** 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.

23.5 Severance Pay

(a) Where an Employee is to be terminated pursuant to this clause, subject to further order of the Fair Work Commission, the Employer shall pay the following severance pay in respect of a continuous period of service:

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

Years of service	Entitlement
Less than 1 year	Nil
1 year and less than 2 years	4 weeks
2 years and less than 3 years	7 weeks
3 weeks and less than 4 years	10 weeks
4 years and less than 5 years	12 weeks
5 years and less than 6 years	14 weeks
6 years and over	16 weeks

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

Years of service	Entitlement
Less than 1 year	Nil
1 year and less than 2 years	5 weeks
2 years and less than 3 years	8.75 weeks
3 weeks and less than 4 years	12.5 weeks
4 years and less than 5 years	15 weeks
5 years and less than 6 years	17.5 weeks
6 years and over	20 weeks

(iii) A week's pay means the all purpose rate of pay for the Employee concerned at the date of termination, and shall include, in addition to the ordinary rate of pay, over Agreement payments, shift penalties and allowances provided for in this Agreement.

(b) Compensation for Loss of Hours

Where an Employee accepts a reduction of working hours of 6 or more hours per fortnight, the Employee will receive compensation for loss of hours. A pro rata payment will be made in accordance with the severance payments set out in **paragraph 23.5(a).**

(c) Incapacity to Pay

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 **paragraph 23.5(a).**

The Fair Work Commission shall have regard to such financial and other resources of the Employer concerned as the Fair Work Commission thinks relevant, and the probable effect paying the amount of severance pay in **paragraph 23.5(a)** will have on the Employer.

(d) 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 **paragraph 23.5(a)** if the Employer obtains acceptable alternative employment for an Employee.

23.6 Consultation about changes to rosters or hours of work

(a) Where an Employer proposes to introduce a change to the regular roster or ordinary hours of work of Employees, the Employer must consult with the Employee or Employees affected and their representatives, if any, about the proposed change. If the Employee is a member of the Union, the Employee may appoint the Union to be their representative.

(b) The Employer must:

(i) provide to the Employee or Employees affected and their representatives, if any, information about the proposed change (for example, information about the nature of the change to the Employee's regular roster or ordinary hours of work and when that change is proposed to commence), and information about what the Employer reasonably believes will be the effects of the change on the Employees;

(ii) invite the Employee or Employees affected and their representatives, if any, to give their views about the impact of the proposed change (including any impact in relation to their family or caring responsibilities); and

(iii) give prompt and genuine consideration to any views about the impact of the proposed change that are given by the Employee or Employees concerned and/or their representatives.

(c) The requirement to consult under this subclause does not apply where an Employee has irregular, sporadic or unpredictable working hours.

(d) These provisions are to be read in conjunction with other provisions within this Agreement concerning the scheduling of work and notice requirements.

24. Dispute Procedures

24.1 The objective of these procedures is the avoidance and resolution of industrial disputation, arising under this Agreement and the NES, by measures based on consultation, cooperation and negotiation.

24.2 Subject to the provisions of the Act, disputes in relation to matters under this Agreement and the NES shall be dealt with in the following manner:

Step 1

In the first instance the parties must make a reasonable attempt to resolve the dispute at the workplace by discussions between the Employee or Employees concerned and the Principal or nominee of the Principal.

Step 2

Should the matter not be resolved at Step 1, then it may be referred by either party to the FWC, or any other person agreed between the parties, for conciliation, provided the party that refers the matter to the FWC has complied with their obligations in Step 1. During conciliation, the FWC may:

(i) arrange conferences of the parties or their representatives at which the FWC is present; and

(ii) 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 FWC is not present; and

(iv) if requested by the parties, make non-binding recommendations about particular aspects of a matter about which they are unable to reach agreement.

Step 3

If the FWC is unable to resolve the dispute by conciliation, the FWC may then, on application by either party:

(i) arbitrate the dispute; and

(ii) make a determination that is binding on the parties.

Provided, however, that the party who has initiated the application to the FWC under Step 3 has complied with their own obligations under Step 1 and Step 2.

In arbitrating the dispute the FWC may only:

(i) give directions about the process to be followed within the School to resolve the matter in dispute; and/or

(ii) make a determination about a matter that is provided for under this Agreement or the NES; and/or

(iii) determine the matter in dispute consistent with the relevant provision of this Agreement or the NES.

Note: If the FWC arbitrates the dispute it may also use the powers that are available to it under the Act. A decision the FWC makes when arbitrating a dispute is a decision for the purposes of Div 3 of Part 5-1 of the Act. Therefore an appeal may be made against the decision.

24.3 The School or the Employee may appoint another person, organisation or association to accompany and/or represent them for the purpose of this clause. Where the Employee appoints the Union, the Union shall be party to the dispute.

24.4 An Employee who is party to a dispute must, while the dispute is being resolved:

(a) continue to work in accordance with his or her contract of employment, unless the Employee has a reasonable concern about an imminent risk to his or her health and safety; and

(b) comply with any reasonable direction given by the School to perform available work, either at the same workplace or at another workplace. If the School exercises its right to direct 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 Territory dealing with work health and safety that apply to that Teacher or that other work; and

(ii) whether that work is appropriate for the Employee to perform.

PART G – MISCELLANEOUS

25. Labour Flexibility

25.1 An Employer may direct an Employee to carry out such duties as are within the limits of the Employee's skill, competence and training consistent with the classification structure of this agreement, provided that such duties are not designed to promote deskilling.

25.2 An Employer may direct an Employee to carry out such duties and use such tools and equipment as may be required, provided that the Employee has been properly trained in the use of such tools and equipment.

25.3 Any direction issued by an Employer, pursuant to **subclauses 25.1 and 25.2**, shall be consistent with the Employer's responsibilities to provide a safe and healthy working environment.

25.4 An Employee can be required to perform the duties at an equivalent or lower level provided that the Employee has the competence to perform those duties.

25.5 Employees covered by this Agreement shall also perform work which is incidental or peripheral to their main tasks or functions.

26. Casual Conversion

The provisions of Chapter 2, Part 2-2, Division 4A of the Act (sections 66A-66M) as amended from time to time, apply to casual Employees.

27. Individual Flexibility Arrangements

27.1 Individual Flexibility Arrangements

An Employer and an Employee covered by this Agreement, may agree to make an individual flexibility arrangement to vary the effect of terms of this Agreement if:

(a) the arrangement deals with one or more of the following matters:

(i) arrangements about when work is performed;

(ii) overtime rates;

(iii) penalty rates;

(iv) allowances;

(v) leave loading; and

(b) the arrangement meets the genuine needs of the Employer and Employee in relation to one or more of the matters mentioned in **paragraph 27.1(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 this 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:

(a) by giving no more than 28 days written notice to the other party to the arrangement; or

(b) if the Employer and Employee agree in writing – at any time.

28. Right to Request Flexible Working Arrangements

28.1 If any of the circumstances referred to in **subclause 28.2** apply to an Employee, and the Employee would like to change his or her working arrangements because of those circumstances, then the Employee may request the Employer for a change in working arrangements relating to those circumstances.

(N.B. examples of changes in working arrangements include change in hours of work, changes in patterns of work and changes in location of work).

28.2 The following are the circumstances:

(a) the Employee is pregnant;

(b) the Employee is the parent, or has responsibility for the care, of a child who is of school age or younger;

(c) the Employee is a carer (within the meaning of the Carer Recognition Act 2010);

(d) the Employee has a disability;

(e) the Employee is 55 or older;

(f) the Employee is experiencing violence from a member of the Employee's family;

(g) the Employee provides care or support to a member of the Employee's immediate family, or a member of the Employee's household, who requires care or support because the member is experiencing violence from the member's family.

To avoid doubt, and without limiting the above provisions, an Employee who is a parent, or has responsibility for the care of a child, and is returning to work after taking leave in relation to the birth or adoption of the child, may request to work part-time to assist the Employee to care for the child.

28.3 The Employee is not entitled to make the request unless:

(a) for an Employee other than a casual Employee – the Employee has completed at least 12 months of continuous service with the Employer immediately before making the request; or

(b) for a casual Employee – the Employee:

(i) is immediately before making a request, a regular casual Employee of the Employer who has been employed on that basis for a sequence of periods of employment during a period of at least 12 months; and

(ii) has a reasonable expectation of continuing employment with the Employer on a regular and systematic basis.

(c) the request must:

(i) be in writing; and

(ii) set out details of the change sought and of the reasons for the change.

28.4 Before responding to a request made under this clause, the Employer must discuss the request with the Employee and genuinely try to reach agreement on a change in working arrangements that will reasonably accommodate the Employee's circumstances having regard to:

(a) the needs of the Employee arising from their circumstances;

(b) the consequences for the Employee if changes in working arrangements are not made; and

(c) any reasonable business grounds for refusing the request.

28.5 The Employer must give the Employee a written response to the request within 21 days, stating whether the Employer grants or refuses the request. The Employer may refuse the request only on reasonable business grounds. Reasonable business grounds include, but are not limited to, the following:

(a) that the new working arrangements requested by the Employee would be too costly for the Employer;

(b) that there is no capacity to change the working arrangements of other Employees to accommodate the new working arrangements requested by the Employee;

(c) that it would be impractical to change the working arrangements of other Employees, or recruit new Employees, to accommodate the new working arrangements requested by the Employee;

(d) that the new working arrangements requested by the Employee would be likely to result in a significant loss in efficiency or productivity;

(e) that the new working arrangements requested by the Employee would be likely to have a significant negative impact on student learning or the operation of the school.

28.6 If the Employer and Employee could not agree on a change in working arrangements under **subclause 28.4**, the written response under subclause 28.5 must:

(a) state whether or not there are any changes in working arrangements that the Employer can offer the Employee so as to better accommodate the Employee's circumstances; and

(b) If the Employer refuses the request, the written response must include details of the reasons for the refusal, including the business ground/s for the refusal and how the ground/s apply;

(c) if the Employer can offer the Employee such changes in working arrangements, set out those changes in working arrangements; and

(d) set out the effect of sections 65B and 65C.

28.7 If the Employer and Employee reached an agreement under **subclause 28.4** on a change in working arrangements that differs from that initially requested by the Employee, the Employer must provide the Employee with a written response to their request setting out the agreed change(s) in working arrangements.

29. Savings

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

(a) receive less than the rate of pay received by the Employee immediately prior to the date of commencement of this Agreement;

(b) suffer a reduction in leave conditions and contractual entitlements received by the Employee as at the date of commencement of this Agreement;

(c) be reclassified under a different job classification without the written consent of the Employee.

29.2 Further savings provisions are contained in this Agreement at:

(a) **paragraph 5.2(c)** regarding stand down during school vacation periods; and

(b) **subclause 16.9** regarding the annual leave entitlements of Nursing Staff Employees engaged prior to 1 December 2005.

30. No Extra Claims

Except as provided by the Act, prior to 31 December 2026, there will be no further claims by the parties to this Agreement for changes to rates of pay, allowances, or other terms and conditions of employment in relation to matters expressly contained in this Agreement.

PART H – MONETARY RATES

Table 1(a)

Wage Rates School Support Staff – UNAVERAGED

All Schools (Except EREA Schools) – School Support Staff

Level	Full-time Annual Rate from the first full pay period on or after 29/1/22	Weekly Rate from the first full pay period on or after 29/1/22	Part-Time Hourly Rate from the first full pay period on or after 29/1/22	Casual Hourly Rate from the first full pay period on or after 29/1/22
	2.04%	2.04%	2.04%	2.04%
1	64,582	1,238.63	32.60	39.12
2a	66,935	1,283.76	33.78	40.54
2b	67,603	1,296.57	34.12	40.94
2c	68,277	1,309.49	34.46	41.35
3a	71,470	1,370.73	36.07	43.28
3b	72,186	1,384.46	36.43	43.72
3c	72,899	1,398.14	36.79	44.15
4a	76,004	1,457.69	38.36	46.03
4b	76,761	1,472.21	38.74	46.49
4c	77,522	1,486.80	39.13	46.96
5	80,716	1,548.06	40.74	48.89
6	89,164	1,710.09	45.00	54.00

Level	Full-time Annual Rate from the first full pay period on or after 29/1/23	Weekly Rate from the first full time pay period on or after 29/1/23	Part-Time Hourly Rate from the first full pay period on or after 29/1/23	Casual Hourly Rate from the first full pay period on or after 29/1/23
	2.78%	2.78%	2.78%	2.78%
1	66,377	1,273.05	33.50	40.20
2a	68,796	1,319.45	34.72	41.66
2b	69,482	1,332.60	35.07	42.08
2c	70,175	1,345.90	35.42	42.50
3a	73,457	1,408.84	37.07	44.48
3b	74,193	1,422.96	37.45	44.94
3c	74,926	1,437.02	37.82	45.38
4a	78,117	1,498.22	39.43	47.32
4b	78,895	1,513.14	39.82	47.78
4c	79,677	1,528.14	40.21	48.25
5	82,960	1,591.10	41.87	50.24
6	91,643	1,757.63	46.25	55.50

Level	Full-time Annual Rate from the first full pay period on or after 1/7/23	Weekly Rate from the first full time pay period on or after 1/7/23	Part-Time Hourly Rate from the first full pay period on or after 1/7/23	Casual Hourly Rate from the first full pay period on or after 1/7/23
4c	83,515	1,601.75	42.15	50.58
5	88,852	1,704.10	44.84	53.81
6	99,259	1,903.70	50.10	60.12
7a	96,641	1,853.49	48.78	58.54
7b	99,382	1,906.06	50.16	60.19

Level	Full-time Annual Rate from the first full pay period on or after 29/1/24	Weekly Rate from the first full time pay period on or after 29/1/24	Part-Time Hourly Rate from the first full pay period on or after 29/1/24	Casual Hourly Rate from the first full pay period on or after 29/1/24
	4%	4%	4%	4%
1	69,032	1,323.97	34.84	41.81
2a	71,548	1,372.23	36.11	43.33
2b	72,261	1,385.90	36.47	43.76
2c	72,982	1,399.73	36.84	44.21
3a	76,395	1,465.19	38.56	46.27
3b	77,161	1,479.88	38.94	46.73
3c	77,923	1,494.50	39.33	47.20
4a	81,242	1,558.15	41.00	49.20
4b	82,051	1,573.67	41.41	49.69
4c	86,856	1,665.82	43.84	52.61
5	92,406	1,772.27	46.64	55.97
6	103,229	1,979.84	52.10	62.52
7a	100,507	1,927.64	50.73	60.88
7b	103,357	1,982.30	52.17	62.60

Level	Full-time Annual Rate from the first full pay period on or after 29/1/25	Weekly Rate from the first full time pay period on or after 29/1/25	Part-Time Hourly Rate from the first full pay period on or after 29/1/25	Casual Hourly Rate from the first full pay period on or after 29/1/25
	4%	4%	4%	4%
1	71,793	1,376.93	36.24	43.49
2a	74,410	1,427.12	37.56	45.07
2b	75,151	1,441.33	37.93	45.52
2c	75,901	1,455.72	38.31	45.97
3a	79,451	1,523.80	40.10	48.12
3b	80,247	1,539.07	40.50	48.60
3c	81,040	1,554.28	40.90	49.08
4a	84,492	1,620.48	42.64	51.17
4b	85,333	1,636.61	43.07	51.68
4c	90,330	1,732.45	45.59	54.71
5	96,102	1,843.15	48.50	58.20
6	107,358	2,059.03	54.19	65.03
7a	104,527	2,004.74	52.76	63.31
7b	107,491	2,061.58	54.25	65.10

Level	Full-time Annual Rate from the first full pay period on or after 29/1/26	Weekly Rate from the first full time pay period on or after 29/1/26	Part-Time Hourly Rate from the first full pay period on or after 29/1/26	Casual Hourly Rate from the first full pay period on or after 29/1/26
	4%	4%	4%	4%
1	74,665	1,432.01	37.68	45.22
2a	77,386	1,484.20	39.06	46.87
2b	78,157	1,498.98	39.45	47.34
2c	78,937	1,513.94	39.84	47.81
3a	82,629	1,584.75	41.70	50.04
3b	83,457	1,600.63	42.12	50.54
3c	84,282	1,616.46	42.54	51.05
4a	87,872	1,685.31	44.35	53.22
4b	88,746	1,702.07	44.79	53.75
4c	93,943	1,801.75	47.41	56.89
5	99,946	1,916.88	50.44	60.53
6	111,652	2,141.39	56.35	67.62
7a	108,708	2,084.93	54.87	65.84
7b	111,791	2,144.05	56.42	67.70

EREA Schools – School Support Staff

Level	Full-time Annual Rate from the first full pay period on or after 29/1/22	Weekly Rate from the first full pay period on or after 29/1/22	Part-Time Hourly Rate from the first full pay period on or after 29/1/22	Casual Hourly Rate from the first full pay period on or after 29/1/22
	2.04%	2.04%	2.04%	2.04%
1	66,491	1,275.24	33.56	40.27
2a	68,910	1,321.63	34.78	41.74
2b	69,603	1,334.93	35.13	42.16
2c	70,293	1,348.16	35.48	42.58
3a	73,584	1,411.28	37.14	44.57
3b	74,317	1,425.34	37.51	45.01
3c	75,053	1,439.45	37.88	45.46
4a	78,250	1,500.77	39.49	47.39
4b	79,028	1,515.69	39.89	47.87
4c	79,816	1,530.80	40.28	48.34
5	83,100	1,593.79	41.94	50.33
6	91,797	1,760.59	46.33	55.60

Level	Full-time Annual Rate from the first full pay period on or after 29/1/23	Weekly Rate from the first full time pay period on or after 29/1/23	Part-Time Hourly Rate from the first full pay period on or after 29/1/23	Casual Hourly Rate from the first full pay period on or after 29/1/23
	2.78%	2.78%	2.78%	2.78%
1	68,339	1,310.68	34.49	41.39
2a	70,826	1,358.38	35.75	42.90
2b	71,538	1,372.04	36.11	43.33
2c	72,247	1,385.63	36.46	43.75
3a	75,630	1,450.52	38.17	45.80
3b	76,383	1,464.96	38.55	46.26
3c	77,139	1,479.46	38.93	46.72
4a	80,425	1,542.48	40.59	48.71
4b	81,225	1,557.83	41.00	49.20
4c	82,035	1,573.36	41.40	49.68
5	85,410	1,638.09	43.11	51.73
6	94,349	1,809.53	47.62	57.14

Level	Full-time Annual Rate from the first full pay period on or after 1/7/23	Weekly Rate from the first full time pay period on or after 1/7/23	Part-Time Hourly Rate from the first full pay period on or after 1/7/23	Casual Hourly Rate from the first full pay period on or after 1/7/23
4c	83,515	1,601.75	42.15	50.58
5	88,852	1,704.10	44.84	53.81
6	99,259	1,903.70	50.10	60.12
7a	96,641	1,853.49	48.78	58.54
7b	99,382	1,906.06	50.16	60.19

Level	Full-time Annual Rate from the first full pay period on or after 29/1/24	Weekly Rate from the first full time pay period on or after 29/1/24	Part-Time Hourly Rate from the first full pay period on or after 29/1/24	Casual Hourly Rate from the first full pay period on or after 29/1/24
	4%	4%	4%	4%
1	71,073	1,363.12	35.87	43.04
2a	73,659	1,412.72	37.18	44.62
2b	74,400	1,426.93	37.55	45.06
2c	75,137	1,441.06	37.92	45.50
3a	78,655	1,508.53	39.70	47.64
3b	79,438	1,523.55	40.09	48.11
3c	80,225	1,538.65	40.49	48.59
4a	83,642	1,604.18	42.22	50.66
4b	84,474	1,620.14	42.64	51.17
4c	86,856	1,665.82	43.84	52.61
5	92,406	1,772.27	46.64	55.97
6	103,229	1,979.84	52.10	62.52
7a	100,507	1,927.64	50.73	60.88
7b	103,357	1,982.30	52.17	62.60

Level	Full-time Annual Rate from the first full pay period on or after 29/1/25	Weekly Rate from the first full time pay period on or after 29/1/25	Part-Time Hourly Rate from the first full pay period on or after 29/1/25	Casual Hourly Rate from the first full pay period on or after 29/1/25
	4%	4%	4%	4%
1	73,916	1,417.64	37.31	44.77
2a	76,605	1,469.22	38.66	46.39
2b	77,376	1,484.00	39.05	46.86
2c	78,142	1,498.70	39.44	47.33
3a	81,801	1,568.87	41.29	49.55
3b	82,616	1,584.50	41.70	50.04
3c	83,434	1,600.19	42.11	50.53
4a	86,988	1,668.35	43.90	52.68
4b	87,853	1,684.94	44.34	53.21
4c	90,330	1,732.45	45.59	54.71
5	96,102	1,843.15	48.50	58.20
6	107,358	2,059.03	54.19	65.03
7a	104,527	2,004.74	52.76	63.31
7b	107,491	2,061.58	54.25	65.10

Level	Full-time Annual Rate from the first full pay period on or after 29/1/26	Weekly Rate from the first full time pay period on or after 29/1/26	Part-Time Hourly Rate from the first full pay period on or after 29/1/26	Casual Hourly Rate from the first full pay period on or after 29/1/26
	4%	4%	4%	4%
1	76,873	1,474.36	38.80	46.56
2a	79,669	1,527.98	40.21	48.25
2b	80,471	1,543.36	40.61	48.73
2c	81,268	1,558.65	41.02	49.22
3a	85,073	1,631.63	42.94	51.53
3b	85,921	1,647.89	43.37	52.04
3c	86,771	1,664.19	43.79	52.55
4a	90,468	1,735.10	45.66	54.79
4b	91,367	1,752.34	46.11	55.33
4c	93,943	1,801.75	47.41	56.89
5	99,946	1,916.88	50.44	60.53
6	111,652	2,141.39	56.35	67.62
7a	108,708	2,084.93	54.87	65.84
7b	111,791	2,144.05	56.42	67.70

Table 1(b)(i)

Wage Rates Maintenance and Outdoor Staff – UNAVERAGED All Schools (Except EREA Schools)

Level	Full-time Annual Rate from the first full pay period on or after 29/1/22	Weekly Rate from the first full pay period on or after 29/1/22	Part-Time Hourly Rate from the first full pay period on or after 29/1/22	Part-Time Hourly Rate (pre-2004) from the first full pay period on or after 29/1/22	Casual Hourly Rate from the first full pay period on or after 29/1/22
	2.04%	2.04%	2.04%	2.04%	2.04%
1	53,987	1,035.42	27.25	29.43	34.06
2	54,443	1,044.17	27.48	29.68	34.35
3	55,478	1,064.02	28.00	30.24	35.00
4 (Trade Qualified Entry Point)	59,273	1,136.80	29.92	32.31	37.40
5	60,350	1,157.46	30.46	32.90	38.08

Level	Full-time Annual Rate from the first full pay period on or after 29/1/23	Weekly Rate from the first full pay period on or after 29/1/23	Part-Time Hourly Rate from the first full pay period on or after 29/1/23	Part-Time Hourly Rate (pre 2004) from the first full pay period on or after 29/1/23	Casual Hourly Rate from the first full pay period on or after 29/1/23
	2.78%	2.78%	2.78%	2.78%	2.78%
1	55,488	1,064.21	28.01	30.25	35.01
2	55,957	1,073.21	28.24	30.50	35.30
3	57,020	1,093.59	28.78	31.08	35.98
4 (Trade Qualified Entry Point)	60,921	1,168.41	30.75	33.21	38.44
5	62,028	1,189.64	31.31	33.81	39.14

Level	Full-time Annual Rate from the first full pay period on or after 29/1/24	Weekly Rate from the first full pay period on or after 29/1/24	Part-Time Hourly Rate from the first full pay period on or after 29/1/24	Part-Time Hourly Rate (pre 2004) from the first full pay period on or after 29/1/24	Casual Hourly Rate from the first full pay period on or after 29/1/24
	9%	9%	9%	9%	9%
1	60,482	1,159.99	30.53	32.97	38.16
2	60,993	1,169.79	30.78	33.24	38.48
3	62,152	1,192.02	31.37	33.88	39.21
4 (Trade Qualified Entry Point)	66,404	1,273.57	33.52	36.20	41.90
5	67,611	1,296.72	34.12	36.85	42.65

Level	Full-time Annual Rate from the first full pay period on or after 29/1/25	Weekly Rate from the first full pay period on or after 29/1/25	Part-Time Hourly Rate from the first full pay period on or after 29/1/25	Part-Time Hourly Rate (pre 2004) from the first full pay period on or after 29/1/25	Casual Hourly Rate from the first full pay period on or after 29/1/25
	4%	4%	4%	4%	4%
1	62,901	1,206.39	31.75	34.29	39.69
2	63,433	1,216.59	32.02	34.58	40.03
3	64,638	1,239.70	32.62	35.23	40.78
4 (Trade Qualified Entry Point)	69,060	1,324.51	34.86	37.65	43.58
5	70,315	1,348.58	35.49	38.33	44.36

Level	Full-time Annual Rate from the first full pay period on or after 29/1/26	Weekly Rate from the first full pay period on or after 29/1/26	Part-Time Hourly Rate from the first full pay period on or after 29/1/26	Part-Time Hourly Rate (pre 2004) from the first full pay period on or after 29/1/26	Casual Hourly Rate from the first full pay period on or after 29/1/26
	4%	4%	4%	4%	4%
1	65,417	1,254.64	33.02	35.66	41.28
2	65,970	1,265.25	33.30	35.96	41.63
3	67,224	1,289.30	33.93	36.64	42.41
4 (Trade Qualified Entry Point)	71,822	1,377.48	36.25	39.15	45.31
5	73,128	1,402.53	36.91	39.86	46.14

EREA Schools – Maintenance and Outdoor Staff

Level	Full-time Annual Rate from the first full pay period on or after 29/1/22	Weekly Rate from the first full pay period on or after 29/1/22	Part-Time Hourly Rate from the first full pay period on or after 29/1/22	Part-Time Hourly Rate (pre 2004) from the first full pay period on or after 29/1/22	Casual Hourly Rate from the first full pay period on or after 29/1/22
	2.04%	2.04%	2.04%	2.04%	2.04%
1	55,581	1,066.00	28.05	30.29	35.06
2	56,054	1,075.07	28.29	30.55	35.36
3	57,118	1,095.47	28.83	31.14	36.04
4 (Trade Qualified Entry Point)	61,026	1,170.43	30.80	33.26	38.50
5	62,135	1,191.70	31.36	33.87	39.20

Level	Full-time Annual Rate from the first full pay period on or after 29/1/23	Weekly Rate from the first full pay period on or after 29/1/23	Part-Time Hourly Rate from the first full pay period on or after 29/1/23	Part-Time Hourly Rate (pre 2004) from the first full pay period on or after 29/1/23	Casual Hourly Rate from the first full pay period on or after 29/1/23
	2.78%	2.78%	2.78%	2.78%	2.78%
1	57,126	1,095.63	28.83	31.14	36.04
2	57,612	1,104.95	29.08	31.41	36.35
3	58,706	1,125.93	29.63	32.00	37.04
4 (Trade Qualified Entry Point)	62,723	1,202.97	31.66	34.19	39.58
5	63,862	1,224.82	32.23	34.81	40.29

Level	Full-time Annual Rate from the first full pay period on or after 29/1/24	Weekly Rate from the first full pay period on or after 29/1/24	Part-Time Hourly Rate from the first full pay period on or after 29/1/24	Part-Time Hourly Rate (pre 2004) from the first full pay period on or after 29/1/24	Casual Hourly Rate from the first full pay period on or after 29/1/24
	9%	9%	9%	9%	9%
1	62,267	1,194.23	31.43	33.94	39.29
2	62,797	1,204.39	31.69	34.23	39.61
3	63,990	1,227.27	32.30	34.88	40.38
4 (Trade Qualified Entry Point)	68,368	1,311.24	34.51	37.27	43.14
5	69,610	1,335.06	35.13	37.94	43.91

Level	Full-time Annual Rate from the first full pay period on or after 29/1/25	Weekly Rate from the first full pay period on or after 29/1/25	Part-Time Hourly Rate from the first full pay period on or after 29/1/25	Part-Time Hourly Rate (pre 2004) from the first full pay period on or after 29/1/25	Casual Hourly Rate from the first full pay period on or after 29/1/25
	4%	4%	4%	4%	4%
1	64,758	1,242.00	32.68	35.29	40.85
2	65,309	1,252.57	32.96	35.60	41.20
3	66,550	1,276.37	33.59	36.28	41.99
4 (Trade Qualified Entry Point)	71,103	1,363.69	35.89	38.76	44.86
5	72,394	1,388.45	36.54	39.46	45.68

Level	Full-time Annual Rate from the first full pay period on or after 29/1/26	Weekly Rate from the first full pay period on or after 29/1/26	Part-Time Hourly Rate from the first full pay period on or after 29/1/26	Part-Time Hourly Rate (pre 2004) from the first full pay period on or after 29/1/26	Casual Hourly Rate from the first full pay period on or after 29/1/26
	4%	4%	4%	4%	4%
1	67,348	1,291.68	33.99	36.71	42.49
2	67,921	1,302.67	34.28	37.02	42.85
3	69,212	1,327.43	34.93	37.72	43.66
4 (Trade Qualified Entry Point)	73,947	1,418.24	37.32	40.31	46.65
5	75,290	1,444.00	38.00	41.04	47.50

Table 1(b)(ii) Leading Hand Allowance

Maintenance and Outdoor Staff and General Operational Staff

All Schools (except EREA Schools) - Maintenance and Outdoor Staff and General Operational Staff

No. of employees supervised	Rate per annum from the first full pay period on or after 29/01/2022	Rate per week from the first full pay period on or after 29/01/2022	Rate per annum from the first full pay period on or after 29/01/2023	Rate per week from the first full pay period on or after 29/01/2023	Rate per annum from the first full pay period on or after 29/01/2024	Rate per week from the first full pay period on or after 29/01/2024
	2.04%	2.04%	2.78%	2.78%	4%	4%
1 to 3	1,866.57	35.80	1,918.46	36.79	1,995.20	38.27
4 to 8	2,321.31	44.52	2,385.84	45.76	2,481.27	47.59
9+	3,116.95	59.78	3,203.61	61.44	3,331.75	63.90

EREA Schools – Maintenance and Outdoor Staff and General Operational Staff

No. of employees supervised	Rate per annum from the first full pay period on or after 29/01/2022	Rate per week from the first full pay period on or after 29/01/2022	Rate per annum from the first full pay period on or after 29/01/2023	Rate per week from the first full pay period on or after 29/01/2023	Rate per annum from the first full pay period on or after 29/01/2024	Rate per week from the first full pay period on or after 29/01/2024
	2.04%	2.04%	2.78%	2.78%	4%	4%
1 to 3	1,922.01	$36.86	1,975.44	37.89	2,054.46	39.40
4 to 8	2,390.40	$45.85	2,456.85	47.12	2,555.12	49.00
9+	3,209.80	$61.56	3,299.03	63.27	3,430.99	65.80

All Schools (except EREA Schools) - Maintenance and Outdoor Staff and General Operational Staff

No. of employees supervised	Rate per annum from the first full pay period on or after 29/01/2025	Rate per week from the first full pay period on or after 29/01/2025	Rate per annum from the first full pay period on or after 29/01/2026	Rate per week from the first full pay period on or after 29/01/2026
	4%	4%	4%	4%
1 to 3	2,075.01	39.80	2,158.01	41.39
4 to 8	2,580.52	49.49	2,683.74	51.47
9+	3,465.02	66.46	3,603.62	69.11

EREA Schools – Maintenance and Outdoor Staff and General Operational Staff

No. of employees supervised	Rate per annum from the first full pay period on or after 29/01/2025	Rate per week from the first full pay period on or after 29/01/2025	Rate per annum from the first full pay period on or after 29/01/2026	Rate per week from the first full pay period on or after 29/01/2026
	4%	4%	4%	4%
1 to 3	2,136.64	40.98	2,222.11	42.62
4 to 8	2,657.32	50.97	2,763.61	53.00
9+	3,568.23	68.44	3,710.96	71.17

Table 1(c)

Wage Rates General Operational Staff – UNAVERAGED

All Schools (Except EREA Schools) – General Operational Staff

Classification	Full-time Annual Rate from the first full pay period on or after 29/01/2022	Weekly Rate from the first full pay period on or after 29/01/2022	Part-Time Hourly Rate from the first full pay period on or after 29/01/2022	Casual Hourly Rate from the first full pay period on or after 29/01/2022
	2.04%	**2.04%**	**2.04%**	**2.04%**
1.1	44,288	849.41	22.35	27.94
1.2	45,891	880.15	23.16	28.95
2.1	46,140	884.93	23.29	29.11
2.2	47,580	912.54	24.01	30.01
3.1	48,568	931.49	24.51	30.64
3.2	49,448	948.37	24.96	31.20
4.1	50,852	975.30	25.67	32.09
4.2	53,404	1,024.24	26.95	33.69
5.1	52,765	1,011.99	26.63	33.29
5.2	53,404	1,024.24	26.95	33.69

Classification	Full-time Annual Rate from the first full pay period on or after 29/01/2023	Weekly Rate from the first full pay period on or after 29/01/2023	Part-Time Hourly Rate from the first full pay period on or after 29/01/2023	Casual Hourly Rate from the first full pay period on or after 29/01/2023
	2.78%	2.78%	2.78%	2.78%
1.1	45,519	873.01	22.97	28.71
1.2	47,167	904.62	23.81	29.76
2.1	47,423	909.53	23.94	29.93
2.2	48,903	937.92	24.68	30.85
3.1	49,918	957.38	25.19	31.49
3.2	50,823	974.74	25.65	32.06
4.1	52,266	1,002.42	26.38	32.98
4.2	54,889	1,052.72	27.70	34.63
5.1	54,232	1,040.12	27.37	34.21
5.2	54,889	1,052.72	27.70	34.63

Classification	Full-time Annual Rate from the first full pay period on or after 29/01/2024	Weekly Rate from the first full pay period on or after 29/01/2024	Part-Time Hourly Rate from the first full pay period on or after 29/01/2024	Casual Hourly Rate from the first full pay period on or after 29/01/2024
	13%	13%	13%	13%
1.1	51,436	986.50	25.96	32.45
1.2	53,299	1,022.23	26.90	33.63
2.1	53,588	1,027.77	27.05	33.81
2.2	55,260	1,059.84	27.89	34.86
3.1	56,407	1,081.84	28.47	35.59
3.2	57,430	1,101.46	28.99	36.24
4.1	59,061	1,132.74	29.81	37.26
4.2	62,025	1,189.59	31.31	39.14
5.1	61,282	1,175.34	30.93	38.66
5.2	62,025	1,189.59	31.31	39.14

Classification	Full-time Annual Rate from the first full pay period on or after 29/01/2025	Weekly Rate from the first full pay period on or after 29/01/2025	Part-Time Hourly Rate from the first full pay period on or after 29/01/2025	Casual Hourly Rate from the first full pay period on or after 29/01/2025
	4%	4%	4%	4%
1.1	53,493	1,025.95	27.00	33.75
1.2	55,431	1,063.12	27.98	34.98
2.1	55,732	1,068.89	28.13	35.16
2.2	57,470	1,102.22	29.01	36.26
3.1	58,663	1,125.11	29.61	37.01
3.2	59,727	1,145.51	30.15	37.69
4.1	61,423	1,178.04	31.00	38.75
4.2	64,506	1,237.17	32.56	40.70
5.1	63,733	1,222.34	32.17	40.21
5.2	64,506	1,237.17	32.56	40.70

Classification	Full-time Annual Rate from the first full pay period on or after 29/01/2026	Weekly Rate from the first full pay period on or after 29/01/2026	Part-Time Hourly Rate from the first full pay period on or after 29/01/2026	Casual Hourly Rate from the first full pay period on or after 29/01/2026
	4%	4%	4%	4%
1.1	55,633	1,066.99	28.08	35.10
1.2	57,648	1,105.64	29.10	36.38
2.1	57,961	1,111.64	29.25	36.56
2.2	59,769	1,146.32	30.17	37.71
3.1	61,010	1,170.12	30.79	38.49
3.2	62,116	1,191.33	31.35	39.19
4.1	63,880	1,225.16	32.24	40.30
4.2	67,086	1,286.65	33.86	42.33
5.1	66,282	1,271.23	33.45	41.81
5.2	67,086	1,286.65	33.86	42.33

EREA Schools – General Operational Staff

Classification	Full-time Annual Rate from the first full pay period on or after 29/01/2022	Weekly Rate from the first full pay period on or after 29/01/2022	Part-Time Hourly Rate from the first full pay period on or after 29/01/2022	Casual Hourly Rate from the first full pay period on or after 29/01/2022
	2.04%	2.04%	2.04%	2.04%
1.1	45,021	863.46	22.72	28.40
1.2	45,891	880.15	23.16	28.95
2.1	46,140	884.93	23.29	29.11
2.2	47,580	912.54	24.01	30.01
3.1	49,797	955.06	25.13	31.41
3.2	50,720	972.77	25.60	32.00
4.1	51,984	997.01	26.24	32.80
4.2	53,404	1,024.24	26.95	33.69
5.1	54,122	1,038.01	27.32	34.15
5.2	55,136	1,057.46	27.83	34.79

Classification	Full-time Annual Rate from the first full pay period on or after 29/01/2023	Weekly Rate from the first full pay period on or after 29/01/2023	Part-Time Hourly Rate from the first full pay period on or after 29/01/2023	Casual Hourly Rate from the first full pay period on or after 29/01/2023
	2.78%	2.78%	2.78%	2.78%
1.1	46,273	887.48	23.35	29.19
1.2	47,167	904.62	23.81	29.76
2.1	47,423	909.53	23.94	29.93
2.2	48,903	937.92	24.68	30.85
3.1	51,181	981.61	25.83	32.29
3.2	52,130	999.81	26.31	32.89
4.1	53,429	1,024.72	26.97	33.71
4.2	54,889	1,052.72	27.70	34.63
5.1	55,627	1,066.88	28.08	35.10
5.2	56,669	1,086.86	28.60	35.75

Classification	Full-time Annual Rate from the first full pay period on or after 29/01/2024	Weekly Rate from the first full pay period on or after 29/01/2024	Part-Time Hourly Rate from the first full pay period on or after 29/01/2024	Casual Hourly Rate from the first full pay period on or after 29/01/2024
	13%	13%	13%	13%
1.1	52,288	1,002.84	26.39	32.99
1.2	53,299	1,022.23	26.90	33.63
2.1	53,588	1,027.77	27.05	33.81
2.2	55,260	1,059.84	27.89	34.86
3.1	57,835	1,109.23	29.19	36.49
3.2	58,907	1,129.79	29.73	37.16
4.1	60,375	1,157.94	30.47	38.09
4.2	62,025	1,189.59	31.31	39.14
5.1	62,859	1,205.58	31.73	39.66
5.2	64,036	1,228.15	32.32	40.40

Classification	Full-time Annual Rate from the first full pay period on or after 29/01/2025	Weekly Rate from the first full pay period on or after 29/01/2025	Part-Time Hourly Rate from the first full pay period on or after 29/01/2025	Casual Hourly Rate from the first full pay period on or after 29/01/2025
	4%	4%	4%	4%
1.1	54,380	1,042.96	27.45	34.31
1.2	55,431	1,063.12	27.98	34.98
2.1	55,732	1,068.89	28.13	35.16
2.2	57,470	1,102.22	29.01	36.26
3.1	60,148	1,153.59	30.36	37.95
3.2	61,263	1,174.97	30.92	38.65
4.1	62,790	1,204.26	31.69	39.61
4.2	64,506	1,237.17	32.56	40.70
5.1	65,373	1,253.80	32.99	41.24
5.2	66,597	1,277.27	33.61	42.01

Classification	Full-time Annual Rate from the first full pay period on or after 29/01/2026	Weekly Rate from the first full pay period on or after 29/01/2026	Part-Time Hourly Rate from the first full pay period on or after 29/01/2026	Casual Hourly Rate from the first full pay period on or after 29/01/2026
	4%	4%	4%	4%
1.1	56,555	1,084.68	28.54	35.68
1.2	57,648	1,105.64	29.10	36.38
2.1	57,961	1,111.64	29.25	36.56
2.2	59,769	1,146.32	30.17	37.71
3.1	62,554	1,199.73	31.57	39.46
3.2	63,714	1,221.98	32.16	40.20
4.1	65,302	1,252.44	32.96	41.20
4.2	67,086	1,286.65	33.86	42.33
5.1	67,988	1,303.95	34.31	42.89
5.2	69,261	1,328.37	34.96	43.70

Table 1(d)

Wage Rates Nursing Staff – UNAVERAGED

Classification	Full-time Annual Rate from the first full pay period on or after 29/01/2022	Weekly Rate from the first full pay period on or after 29/01/2022	Part-Time Hourly Rate from the first full pay period on or after 29/01/2022	Casual Hourly Rate from the first full pay period on or after 29/01/2022
	2.04%	2.04%	2.04%	2.04%
1st Year of Service	67,905	1,302.36	34.27	42.84
2nd Year of Service	67,905	1,302.36	34.27	42.84
3rd Year of Service	67,905	1,302.36	34.27	42.84
4th Year of Service	70,004	1,342.62	35.33	44.16
5th Year of Service	72,402	1,388.61	36.54	45.68
6th Year of Service	75,626	1,450.44	38.17	47.71
7th Year of Service	79,339	1,521.65	40.04	50.05
8th Year of Service	82,425	1,580.84	41.60	52.00
Senior Nurse	93,616	1,795.47	47.25	59.06

Classification	**Full-time Annual Rate from the first full pay period on or after 29/01/2023**	**Weekly Rate from the first full pay period on or after 29/01/2023**	**Part-Time Hourly Rate from the first full pay period on or after 29/01/2023**	**Casual Hourly Rate from the first full pay period on or after 29/01/2023**
	2.78%	**2.78%**	**2.78%**	**2.78%**
1st Year of Service	69,793	1,338.57	35.23	44.04
2nd Year of Service	69,793	1,338.57	35.23	44.04
3rd Year of Service	69,793	1,338.57	35.23	44.04
4th Year of Service	71,950	1,379.94	36.31	45.39
5th Year of Service	74,415	1,427.22	37.56	46.95
6th Year of Service	77,728	1,490.76	39.23	49.04
7th Year of Service	81,545	1,563.96	41.16	51.45
8th Year of Service	84,716	1,624.78	42.76	53.45
Senior Nurse	96,219	1,845.40	48.56	60.70

Classification	Full-time Annual Rate from the first full pay period on or after 29/01/2024	Weekly Rate from the first full pay period on or after 29/01/2024	Part-Time Hourly Rate from the first full pay period on or after 29/01/2024	Casual Hourly Rate from the first full pay period on or after 29/01/2024
	4%	4%	4%	4%
1st Year of Service	72,585	1,392.12	36.63	45.79
2nd Year of Service	72,585	1,392.12	36.63	45.79
3rd Year of Service	72,585	1,392.12	36.63	45.79
4th Year of Service	74,828	1,435.14	37.77	47.21
5th Year of Service	77,392	1,484.31	39.06	48.83
6th Year of Service	80,837	1,550.38	40.80	51.00
7th Year of Service	84,807	1,626.52	42.80	53.50
8th Year of Service	88,105	1,689.78	44.47	55.59
Senior Nurse	100,068	1,919.22	50.51	63.14

Classification	Full-time Annual Rate from the first full pay period on or after 29/01/2025	Weekly Rate from the first full pay period on or after 29/01/2025	Part-Time Hourly Rate from the first full pay period on or after 29/01/2025	Casual Hourly Rate from the first full pay period on or after 29/01/2025
	4%	4%	4%	4%
1st Year of Service	75,488	1,447.79	38.10	47.63
2nd Year of Service	75,488	1,447.79	38.10	47.63
3rd Year of Service	75,488	1,447.79	38.10	47.63
4th Year of Service	77,821	1,492.54	39.28	49.10
5th Year of Service	80,488	1,543.69	40.62	50.78
6th Year of Service	84,070	1,612.39	42.43	53.04
7th Year of Service	88,199	1,691.58	44.52	55.65
8th Year of Service	91,629	1,757.36	46.25	57.81
Senior Nurse	104,071	1,995.99	52.53	65.66

Classification	Full-time Annual Rate from the first full pay period on or after 29/01/2026	Weekly Rate from the first full pay period on or after 29/01/2026	Part-Time Hourly Rate from the first full pay period on or after 29/01/2026	Casual Hourly Rate from the first full pay period on or after 29/01/2026
	4%	4%	4%	4%
1st Year of Service	78,508	1,505.72	39.62	49.53
2nd Year of Service	78,508	1,505.72	39.62	49.53
3rd Year of Service	78,508	1,505.72	39.62	49.53
4th Year of Service	80,934	1,552.24	40.85	51.06
5th Year of Service	83,708	1,605.45	42.25	52.81
6th Year of Service	87,433	1,676.89	44.13	55.16
7th Year of Service	91,727	1,759.24	46.30	57.88
8th Year of Service	95,294	1,827.66	48.10	60.13
Senior Nurse	108,234	2,075.83	54.63	68.29

Table 1(e)

Wage Rates Information Technology Staff – UNAVERAGED

All Schools (Except EREA Schools)

Level	Annual Rate from the first full pay period on or after 29/01/2022	Weekly Rate from the first full pay period on or after 29/01/2022	Part-Time Hourly Rate from the first full pay period on or after 29/01/2022	Casual Hourly Rate from the first full pay period on or after 29/01/2022
	2.04%	2.04%	2.04%	2.04%
1.1	66,935	1,283.76	33.78	40.54
1.2	67,603	1,296.57	34.12	40.94
1.3	68,277	1,309.49	34.46	41.35
2.1	76,004	1,457.69	38.36	46.03
2.2	76,761	1,472.21	38.74	46.49
2.3	77,522	1,486.80	39.13	46.96
3	89,164	1,710.09	45.00	54.00
4	100,561	1,928.67	50.75	60.90
5	110,227	2,114.06	55.63	66.76

Level	Annual Rate from the first full pay period on or after 29/01/2023	Weekly Rate from the first full pay period on or after 29/01/2023	Part-Time Hourly Rate from the first full pay period on or after 29/01/2023	Casual Hourly Rate from the first full pay period on or after 29/01/2023
	2.78%	2.78%	2.78%	2.78%
1.1	68,796	1,319.45	34.72	41.66
1.2	69,482	1,332.60	35.07	42.08
1.3	70,175	1,345.90	35.42	42.50
2.1	78,117	1,498.22	39.43	47.32
2.2	78,895	1,513.14	39.82	47.78
2.3	79,677	1,528.14	40.21	48.25
3	91,643	1,757.63	46.25	55.50
4	103,357	1,982.30	52.17	62.60
5	113,291	2,172.82	57.18	68.62

Level	Annual Rate from the first full pay period on or after 29/01/2024	Weekly Rate from the first full pay period on or after 29/01/2024	Part-Time Hourly Rate from the first full pay period on or after 29/01/2024	Casual Hourly Rate from the first full pay period on or after 29/01/2024
	4%	4%	4%	4%
1.1	71,548	1,372.23	36.11	43.33
1.2	72,261	1,385.90	36.47	43.76
1.3	72,982	1,399.73	36.84	44.21
2.1	81,242	1,558.15	41.00	49.20
2.2	82,051	1,573.67	41.41	49.69
2.3	82,864	1,589.26	41.82	50.18
3	95,309	1,827.94	48.10	57.72
4	107,491	2,061.58	54.25	65.10
5	117,823	2,259.74	59.47	71.36

Level	Annual Rate from the first full pay period on or after 29/01/2025	Weekly Rate from the first full pay period on or after 29/01/2025	Part-Time Hourly Rate from the first full pay period on or after 29/01/2025	Casual Hourly Rate from the first full pay period on or after 29/01/2025
	4%	4%	4%	4%
1.1	74,410	1,427.12	37.56	45.07
1.2	75,151	1,441.33	37.93	45.52
1.3	75,901	1,455.72	38.31	45.97
2.1	84,492	1,620.48	42.64	51.17
2.2	85,333	1,636.61	43.07	51.68
2.3	86,179	1,652.84	43.50	52.20
3	99,121	1,901.05	50.03	60.04
4	111,791	2,144.05	56.42	67.70
5	122,536	2,350.13	61.85	74.22

Level	Annual Rate from the first full pay period on or after 29/01/2026	Weekly Rate from the first full pay period on or after 29/01/2026	Part-Time Hourly Rate from the first full pay period on or after 29/01/2026	Casual Hourly Rate from the first full pay period on or after 29/01/2026
	4%	4%	4%	4%
1.1	77,386	1,484.20	39.06	46.87
1.2	78,157	1,498.98	39.45	47.34
1.3	78,937	1,513.94	39.84	47.81
2.1	87,872	1,685.31	44.35	53.22
2.2	88,746	1,702.07	44.79	53.75
2.3	89,626	1,718.95	45.24	54.29
3	103,086	1,977.10	52.03	62.44
4	116,263	2,229.82	58.68	70.42
5	127,437	2,444.13	64.32	77.18

EREA Schools – Information Technology Staff

Level	Annual Rate from the first full pay period on or after 29/01/2022	Weekly Rate from the first full pay period on or after 29/01/2022	Part-Time Hourly Rate from the first full pay period on or after 29/01/2022	Casual Hourly Rate from the first full pay period on or after 29/01/2022
	2.04%	2.04%	2.04%	2.04%
1.1	68,910	1,321.63	34.78	41.74
1.2	69,603	1,334.93	35.13	42.16
1.3	70,293	1,348.16	35.48	42.58
2.1	78,250	1,500.77	39.49	47.39
2.2	79,028	1,515.69	39.89	47.87
2.3	79,816	1,530.80	40.28	48.34
3	91,797	1,760.59	46.33	55.60
4	100,561	1,928.67	50.75	60.90
5	110,227	2,114.06	55.63	66.76

Level	Annual Rate from the first full pay period on or after 29/01/2023	Weekly Rate from the first full pay period on or after 29/01/2023	Part-Time Hourly Rate from the first full pay period on or after 29/01/2023	Casual Hourly Rate from the first full pay period on or after 29/01/2023
	2.78%	2.78%	2.78%	2.78%
1.1	70,826	1,358.38	35.75	42.90
1.2	71,538	1,372.04	36.11	43.33
1.3	72,247	1,385.63	36.46	43.75
2.1	80,425	1,542.48	40.59	48.71
2.2	81,225	1,557.83	41.00	49.20
2.3	82,035	1,573.36	41.40	49.68
3	94,349	1,809.53	47.62	57.14
4	103,357	1,982.30	52.17	62.60
5	113,291	2,172.82	57.18	68.62

Level	Annual Rate from the first full pay period on or after 29/01/2024	Weekly Rate from the first full pay period on or after 29/01/2024	Part-Time Hourly Rate from the first full pay period on or after 29/01/2024	Casual Hourly Rate from the first full pay period on or after 29/01/2024
	4%	4%	4%	4%
1.1	73,659	1,412.72	37.18	44.62
1.2	74,400	1,426.93	37.55	45.06
1.3	75,137	1,441.06	37.92	45.50
2.1	83,642	1,604.18	42.22	50.66
2.2	84,474	1,620.14	42.64	51.17
2.3	85,316	1,636.29	43.06	51.67
3	98,123	1,881.91	49.52	59.42
4	107,491	2,061.58	54.25	65.10
5	117,823	2,259.74	59.47	71.36

Level	Annual Rate from the first full pay period on or after 29/01/2025	Weekly Rate from the first full pay period on or after 29/01/2025	Part-Time Hourly Rate from the first full pay period on or after 29/01/2025	Casual Hourly Rate from the first full pay period on or after 29/01/2025
	4%	4%	4%	4%
1.1	76,605	1,469.22	38.66	46.39
1.2	77,376	1,484.00	39.05	46.86
1.3	78,142	1,498.70	39.44	47.33
2.1	86,988	1,668.35	43.90	52.68
2.2	87,853	1,684.94	44.34	53.21
2.3	88,729	1,701.75	44.78	53.74
3	102,048	1,957.19	51.51	61.81
4	111,791	2,144.05	56.42	67.70
5	122,536	2,350.13	61.85	74.22

Level	Annual Rate from the first full pay period on or after 29/01/2026	Weekly Rate from the first full pay period on or after 29/01/2026	Part-Time Hourly Rate from the first full pay period on or after 29/01/2026	Casual Hourly Rate from the first full pay period on or after 29/01/2026
	4%	4%	4%	4%
1.1	79,669	1,527.98	40.21	48.25
1.2	80,471	1,543.36	40.61	48.73
1.3	81,268	1,558.65	41.02	49.22
2.1	90,468	1,735.10	45.66	54.79
2.2	91,367	1,752.34	46.11	55.33
2.3	92,278	1,769.81	46.57	55.88
3	106,130	2,035.48	53.57	64.28
4	116,263	2,229.82	58.68	70.42
5	127,437	2,444.13	64.32	77.18

Table 2 – Other Rates and Allowances

All Schools (Except EREA Schools)

Item No.	Clause	Brief Description	From the first full pay period on or after 29/01/2023	From the first full pay period on or after 29/01/2024	From the first full pay period on or after 29/01/2025	From the first full pay period on or after 29/01/2026
			$	$	$	$
1*	11.1	Overtime/Meal Allowance	16.27	18.71	18.71	18.71
2	11.3	Mixed Health Allowance	44.89 per week	46.69 per week	48.55 per week	50.50 per week
			8.98 per day	9.34 per day	9.71 per day	10.10 per day
3	11.4	First Aid Allowance	22.99 per week	23.91 per week	24.86 per week	25.86 per week
			4.58 per day	4.77 per day	4.96 per day	5.16 per day
4	11.5	Health Care Procedures Allowance	22.91 per week	23.83 per week	24.78 per week	25.77 per week
			4.58 per day	4.77 per day	4.96 per day	5.16 per day
5	11.6	Medication Allowance	11.57 per week	12.04 per week	12.52 per week	13.02 per week
			2.32 per day	2.41 per day	2.51 per day	2.61 per day
6*	11.7	Own Car Allowance - for a vehicle 1500cc and under	126.74 per week	145.75 per week	145.75 per week	145.75 per week
		for a vehicle over 1500cc	156.67 per week	180.17 per week	180.17 per week	180.17 per week
7*	11.7	Own Car Allowance for use on a casual or incidental basis	0.86 per km	0.99 per km	0.99 per km	0.99 per km
8*	11.8	Laundry Allowance	8.72 per week	10.03 per week	10.03 per week	10.03 per week
9	11.9	Toilet Cleaning	12.15 per week	12.64 per week	13.15 per week	13.67 per week
12	11.12	Qualification Allowance	24.46 per week	25.44 per week	26.45 per week	27.51 per week
		Cleaning Supervisor's Course	4.89 per day	5.09 per day	5.29 per day	5.50 per day
13	11.13	Sleepover Allowance - Nurses	54.06 per sleepover on any day	57.15 per sleepover on any day	59.44 per sleepover on any day	61.81 per sleepover on any day
14	11.13	Sleepover Allowance – Senior Nurses	26.52 per sleepover Mon to Fri	28.58 per sleepover Mon to Fri	29.72 per sleepover Mon to Fri	30.91 per sleepover Mon to Fri
			54.06 per sleepover on Sat, Sun, and PH	57.15 per sleepover on Sat, Sun, and PH	59.44 per sleepover on Sat, Sun, and PH	61.81 per sleepover on Sat, Sun, and PH

*Items 1, 6, 7 and 8 have been adjusted to include CPI increases (All Groups, Weighted average of eight capital cities) from the December Quarter 2019 to the June Quarter 2023

EREA Schools

Item No.	Clause	Brief Description	From the first full pay period on or after 29/01/2023	From the first full pay period on or after 29/01/2024	From the first full pay period on or after 29/01/2025	From the first full pay period on or after 29/01/2026
			$	$	$	$
1*	11.1	Overtime/Meal Allowance	16.27	18.71	18.71	18.71
2	11.3	Mixed Health Allowance	46.22 per week	48.07 per week	49.99 per week	51.99 per week
			9.24 per day	9.61 per day	9.99 per day	10.39 per day
3	11.4	First Aid Allowance	23.67 per week	24.62 per week	25.61 per week	26.63 per week
			4.73 per day	4.92 per day	5.12 per day	5.32 per day
4	11.5	Health Care Procedures Allowance	23.67 per week	24.62 per week	25.61 per week	26.63 per week
			4.73 per day	4.92 per day	5.12 per day	5.32 per day
5	11.6	Medication Allowance	11.91 per week	12.38 per week	12.88 per week	13.39 per week
			2.38 per day	2.48 per day	2.58 per day	2.68 per day
6*	11.7	Own Car Allowance - for a vehicle 1500cc and under	126.74 per week	145.75 per week	145.75 per week	145.75 per week
		for a vehicle over 1500cc	156.67 per week	180.17 per week	180.17 per week	180.17 per week
7*	11.7	Own Car Allowance for use on a casual or incidental basis	0.86 per km	0.99 per km	0.99 per km	0.99 per km
8*	11.8	Laundry Allowance	8.72 per week	10.03 per week	10.03 per week	10.03 per week
9	11.9	Toilet Cleaning	12.42 per week	12.91 per week	13.43 per week	13.97 per week
10	11.10	Refuse Disposal – Cleaners	1.33 per hour	1.38 per hour	1.44 per hour	1.50 per hour
			27.21 max per week	28.29 max per week	29.42 max per week	30.60 max per week
11	11.11	Multi-purpose machines – Cleaners	3.44 per shift	3.58 per shift	3.72 per shift	3.87 per shift
12	11.12	Qualification Allowance - Cleaning Supervisor's Course	23.86 per week	24.81 per week	25.80 per week	26.84 per week
			4.78 per day	4.98 per day	5.17 per day	5.38 per day

*Items 1, 6, 7 and 8 have been adjusted to include CPI increases (All Groups, Weighted average of eight capital cities) from the December Quarter 2019 to the June Quarter 2023

Annexure 1 - Catholic Schools Intrastate Long Service Leave Portability Arrangement

1. Application

1.1 This Annexure shall apply to:

(a) The Employers listed in **clause 6 of this Annexure**; and

(b) Any person employed in a Catholic school listed in **clause 6 of this Annexure** or in a Catholic school, Catholic Education Office or Catholic Schools Office operated by an Employer listed in **clause 6 of this Annexure:**

(i) whose employment is terminated with an Employer; and

(ii) who is subsequently employed by a new Employer after 28 January 2005; and

(iii) who qualifies to transfer his/her long service leave entitlement from one Employer to another Employer under this Arrangement.

2. Objective

2.1 The principal object of this Annexure is to provide for the portability of Long Service Leave to Employees engaged in Catholic Education Offices, Catholic Schools Offices, together with Employees employed in schools of the organisations listed in clause 6 of this Annexure under defined employment circumstances, ("continuous" service). Service shall be deemed to be continuous when an Employee terminates employment with a participating Employer and shortly thereafter commences employment with another participating Employer.

3. Definitions

3.1 For the purpose of this Annexure:

(a) "Employer" means any Catholic Diocesan System or Catholic Independent School listed in **clause 6 of this Annexure.**

(b) "Former Employer" means any Employer listed in **clause 6 of this Annexure** on the day of an Employee's last termination of employment.

(c) "New Employer" means any Employer listed in **clause 6 of this Annexure** immediately following an Employee's last termination of employment.

(d) "Service" means service as an adult within the terms of the *Long Service Leave Act 1955 (NSW)*, as applicable as at the date of this Agreement.

(e) "Employee" means any person employed in a Catholic school listed **in clause 6 of this Annexure** or in a Catholic school, Catholic Education Office or Catholic Schools Office operated by an Employer listed in **clause 6 of this Annexure** and who is

eligible to be enrolled as a member of the Independent Education Union of Australia.

(f) "Union" means the New South Wales Independent Education Union of Australia and the New South Wales/Australian Capital Territory branch of the associated federal Union and the New South Wales Local Government, Clerical, Administrative, Energy, Airlines & Utilities Union.

4. Long Service Leave Portability

4.1 Entitlement to Long Service Leave shall be in accordance with the provisions of the Act, the Long Service Leave Act 1955 (NSW) and any agreement (including any amendments or replacements of the legislation or industrial instruments) that applies to any Employer.

4.2 Continuous service with an Employer as at the operative date of this agreement, shall be recognised by another Employer for the purpose of this Annexure provided that:

(a) The Employee has completed an initial qualifying period (the "Initial Qualifying Period") of:

(i) at least one year of continuous service with a participating Employer listed in **clause 7 of this Annexure**; or

(ii) at least five years of continuous service with a participating Employer listed in **clause 8 of this Annexure**; or

(b) An Employee shall only be entitled to the portability of his or her long service leave where he or she commences employment with a new Employer and no more than the equivalent of two full school terms have elapsed between ceasing employment with the former Employer and commencing employment with a new Employer.

(c) Service prior to the Initial Qualifying Period shall not be counted for the purpose of calculating long service leave entitlements in accordance with **paragraph 4.2.2** of this Annexure.

4.3 Notwithstanding an Employee may have taken all or part of their accrued long service leave with their former Employer or may have been paid out on termination all or part of their long service leave by their former Employer, the Employee's period of continuous service with the former Employer shall be recognised by the new Employer for the purposes of calculating any entitlement to long service leave.

4.4 Prior service shall be recognised by the new Employer on the understanding that the Employee is not entitled to take or be paid long service leave which they have already taken or been paid by their former Employer.

4.5 Notwithstanding the provisions of **subclause 4.2** of this Annexure, where the former Employer has a different rate of accumulation of long service leave to the new Employer, the following will occur:

(a) Service with the former Employer will be recognised as service with the new Employer; and

(b) The accrued entitlement to long service leave recognised by the new Employer will be that which the Employee had accrued at the date of ceasing employment with the former Employer.

5. Administrative Arrangements

5.1 Upon notification of termination the Employer will provide eligible Employees with the following documentation:

(a) Prescribed form as set out in **Part One and Two of this Annexure;**

(b) Information sheet as set out in **Part Three of this Annexure;**

(c) Details of the Employee's long service leave entitlements (refer **paragraphs 5.4.1 to 5.4.6** below.)

(d) An Employee who is eligible to an entitlement to long service leave and/or has completed an initial qualifying period and terminates his/her services with an Employer, and accepts a position as an Employee with a new Employer, may elect to make an application in accordance with this clause.

5.2 The Employee shall make an application in accordance with this Annexure in the prescribed form as specified in Part One of this Annexure, and submit it to the new Employer within 14 days of commencing duties as an Employee with the new Employer.

5.3 The new Employer shall forward the completed application to the former Employer.

5.4 On receipt of an application, the former Employer shall advise the new Employer of the following details in relation to the applicant:

(a) The period of service with the former Employer;

(b) Details of other periods of service with any other Employer (the details of which shall be supplied by the Employee to the former Employer);

(c) Details of the calculation of the monetary entitlement which is to be made in recognition of continuous service (including the ordinary rate of pay with the former Employer);

(d) The date of termination of employment;

(e) Details of past long service leave taken by the Employee; and

5.5 The number of weeks long service leave accumulated by the Employee on termination and the Employee's full-time equivalent load on termination.

5.6 The former Employer shall remit within three months of the termination of employment of the Employee as specified in **paragraph 5.4.4** of this Annexure, the value of the

monetary entitlement as specified in **paragraph 5.4.3** of this Annexure to the new Employer.

5.7 The former Employer will advise the new Employer and the Employee when the transfer has been effected.

6. Employers covered by this Annexure

The Catholic Diocesan System Authority of:	
The Diocese of Armidale	The Diocese of Parramatta
The Diocese of Bathurst	Sydney Catholic Schools
The Diocese of Broken Bay	The Diocese of Wagga Wagga
The Archdiocese of Canberra/Goulburn	The Diocese of Wilcannia/Forbes
The Diocese of Lismore Catholic Schools Limited	The Diocese of Wollongong
The Diocese of Maitland/Newcastle	
Catholic Independent Schools	
Dunlea Centre – Australia's Original Boys Town	St Edward's College, Gosford
Brigidine College, St Ives	St Edmund's College, Canberra
Chevalier College, Bowral	St Edmund's College, Wahroonga
Christian Brothers High School, Lewisham	St Gabriel's School, Castle Hill
Daramalan College, Dickson, ACT	St Gregory's College, Campbelltown
Edmund Rice College, Wollongong	St Joseph's College, Hunters Hill
Holy Saviour School, Greenacre	St Laurence Flexible Learning Centre, Broadmeadow
Kincoppal-Rose Bay School of the Sacred Heart	St Lucy's School, Wahroonga
Marist College, Canberra	St Maroun's School, Dulwich Hill
Mater Dei School, Camden	St Mary Star of the Sea College, Wollongong

Monte Sant' Angelo Mercy College, North Sydney	St Mary's Flexible Learning Centre, St Mary's
Mount St. Benedict College, Pennant Hills	St Paul's International College, Moss Vale
Oakhill College, Castle Hill	St Patrick's College, Strathfield
Maronite College of the Holy Family, Parramatta	St Patrick's College, Campbelltown
Our Lady of Mercy College, Parramatta	St Pius X College, Chatswood
Red Bend Catholic College, Forbes	St Scholastica's College, Glebe Point
Rosebank College, Five Dock	St Stanislaus' College, Bathurst
Santa Sabina College, Strathfield	St Vincent's College, Potts Point
Stella Maris College, Manly	The John Berne School, Lewisham
St Augustine's College, Brookvale	Trinity Catholic College, Lismore
St Charbel's College, Punchbowl	Waverley College, Waverley
St Clare's College, Waverley	Wollongong Flexible Learning Centre, Towradji
St Dominic's College, Penrith	Pambula Beach Flexible Learning Centre, Pambula

7. One Year Qualifying Period

The Catholic Diocesan System Authority of:	
The Diocese of Armidale	The Diocese of Parramatta
The Diocese of Bathurst	Sydney Catholic Schools
The Diocese of Broken Bay	The Diocese of Wagga Wagga

The Archdiocese of Canberra and Goulburn	The Diocese of Wilcannia/Forbes
The Diocese of Lismore Catholic Schools Limited	The Diocese of Wollongong
The Diocese of Maitland-Newcastle	
Catholic Independent Schools	
Dunlea Centre, Australia's Original Boys Town*	St Dominic's College, Penrith
Brigidine College, St Ives	St Edward's College, Gosford
Chevalier College, Bowral	St Edmund's College, Canberra
Christian Brothers High School, Lewisham	St Edmund's College, Wahroonga
Daramalan College, Dickson, ACT	St Gabriel's School, Castle Hill
Edmund Rice College, Wollongong	St Laurence Flexible Learning Centre, Broadmeadow
Holy Saviour School, Greenacre	St Lucy's School, Wahroonga
Kincoppal-Rose Bay School of the Sacred Heart	St Maroun's School, Dulwich Hill
Marist College, Canberra	St Mary Star of the Sea College, Wollongong
Mater Dei School, Camden	St Mary's Flexible Learning Centre, St Mary's
Mount St Benedict College, Pennant Hills	St Paul's International College, Moss Vale
Oakhill College, Castle Hill	St Patrick's College, Strathfield
Maronite College of the Holy Family, Parramatta	St Patrick's College, Campbelltown
Our Lady of Mercy College, Parramatta	St Pius X College, Chatswood

Rosebank College, Five Dock	St Scholastica's College, Glebe Point
Santa Sabina College, Strathfield	St Stanislaus' College, Bathurst
Stella Maris College, Manly	St Vincent's College, Potts Point
St Augustine's College, Brookvale	The John Berne School, Lewisham
St Charbel's College, Punchbowl	Trinity Catholic College, Lismore
St Clare's College, Waverley	Waverley College, Waverley
St Gregory's College, Campbelltown	Wollongong Flexible Learning Centre, Towradji
St Joseph's College, Hunters Hill	Pambula Beach Flexible Learning Centre, Pambula

* Note: In respect of service prior to 30 January 2006, Dunlea Centre, Australia's Original Boys Town, and St Mary Star of the Sea College, Wollongong, were Five Year Qualifying Period Employers. In respect of service prior to 1 January 2010, Chevalier College, Bowral was a Five Year Qualifying Period Employer.

8. Five Year Qualifying Period

Catholic Independent Schools	
Monte Sant' Angelo Mercy College, North Sydney	Red Bend Catholic College, Forbes

LONG SERVICE LEAVE PORTABILITY FORM

Within 14 days of commencing duty as an Employee with the New Employer, the Employee must complete Part One of this form and provide the form to the New Employer.

The New Employer will complete Part Two, retain a copy, and forward the form to the Former Employer.

PART ONE (TO BE COMPLETED BY THE EMPLOYEE)

I, _____ was until _____ / _____ / 20_____

employed at _____School/College

by _____

(Former Employer).

As from _____/_____ / 20_____ I have been/will be employed by

_____

(New Employer)

at _____ School/College.

I apply for portability of Long Service Leave entitlements and recognition of eligible service in accordance **with subclause 8.2 of the Catholic Schools Intrastate Long Service Leave Portability Arrangement.**

I agree that all amounts of leave which may be due to me pursuant to the *Long Service Leave Act 1955 (NSW)* or the *Long Service Leave Act 1976 (ACT),* the Annexure or any enterprise agreement may be remitted to my New Employer and I AUTHORISE AND DIRECT my Former Employer to remit such amounts to my New Employer.

In consideration of the payment of the said amount to the New Employer:

(a) I RELEASE AND DISCHARGE my Former Employer from all actions, claims, proceedings and demands of whatsoever nature arising from any amounts which my Former Employer would have been required to pay me under the Act, the Annexure/Enterprise Agreement or any enterprise agreement but for this agreement and I indemnify and agree to keep indemnified my Former Employer from all such actions, claims, proceedings or demands.

(b) I AGREE that no long service leave will be given to me or payment made in lieu thereof until such time as I become entitled to the said leave or payment by virtue of the provisions of the Act, the Annexure/Enterprise Agreement or any enterprise agreement or the Catholic Schools Intrastate Long Service Leave Portability Annexure or as agreed between the New Employer and myself.

Dated this _____day of _____ 20_____

SIGNED _____

ADDRESS _____

PART TWO (TO BE COMPLETED BY THE NEW EMPLOYER)

I, _____for and on behalf of
(Name of authorised New Employer representative)

_____
(name of New Employer)

with full authority to act on behalf of the New Employer in this regard, in consideration of the employee agreeing to employment by the New Employer and in consideration of the payment to the New Employer of the Long Service Leave payments in respect of the New Employee do AGREE and UNDERTAKE to give to the New Employee any Long Service Leave (or payments in lieu of Long Service Leave), which he/she may be entitled under the Act, this Agreement or any enterprise agreement and the agreement, notwithstanding that the New Employer may no longer be a party to the agreement at the time such leave or payment becomes due.

Dated this _____day of _____ 20_____

SIGNED _____,
for and on behalf of the New Employer

TITLE _____

PART THREE EMPLOYEE INFORMATION SHEET

EMPLOYEE INFORMATION SHEET

The *Catholic Schools Intrastate Long Service Leave Portability Annexure* (the "Annexure") has been developed as a benefit to be provided to Employees of participating New South Wales Catholic Diocesan Authorities and participating Catholic Independent School Authorities in recognition of the significant contribution made by these Employees in advancing the mission of the Catholic Church in the area of Catholic education.

A participating New South Wales Catholic Diocesan Authority or participating Catholic Independent School Authority means any participating Employer listed in **clause 5 of the Annexure.**

Employees of participating Catholic Schools are entitled under the Annexure to transfer their long service leave entitlements when they terminate their employment with one participating Employer and become employed by another participating Employer in the capacity of principal, teacher, adviser, or non-teacher within a period not exceeding the equivalent of two school terms.

At the time of an employee's termination, the employee's employer will provide them with the following documents if they have met the required qualifying period of continuous service:

(i) Application to transfer long service leave entitlements; and

(ii) Details of long service leave entitlements.

An employee is required to apply for the transfer of long service leave entitlement and for the recognition of eligible service by completing the form which is attached (**Part One of the Annexure**) and providing it to their new employer within 14 days of the commencement of their duties.

An employee who has made an application for the transfer of their long service leave entitlements and for the recognition of eligible service will receive correspondence from their new employer to inform them that those entitlements have been transferred to them on their behalf and that such entitlements will continue to accrue in accordance with the enterprise agreement under which the employee is engaged.

Annexure 2 – Indicative Duties of School Assistants

(i) Level 2 School Assistant

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

Indicative Duties:

- setting up areas for teaching/examination activities
- cleaning up after activities
- maintaining tidiness of school property
- washing students (to Year 6)
- assisting students (to Year 6) in their dressing needs
- toileting students (to Year 6)
- 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)
- checking books in and out
- copying and duplication of materials
- assembling, dismantling, and safeguarding articles or equipment or teaching aides for demonstration or practical work
- carrying out minor maintenance on same
- receiving, issuing, distributing, stock-taking and safeguarding of goods, supplies, stores, materials and equipment, including teaching resources and excluding dangerous goods
- the organisation of rooms, furniture and material for examinations or other occasions as required
- the setting up and care of public address systems and security alarm systems and other related duties
- basic first aid, if qualified, and directed to undertake this role
- basic preparation of practical work for use in the classroom
- assisting with supervision of students on excursions
- preparing for excursions - duties not directly related to educational component
- incidental cleaning and incidental clerical duties as directed
- maintaining database information
- basic operation of computer software
- maintain petty cash or assist with recording finances
- basic repair of resource material
- general supervision of students under the direction of a teacher
- regular basic maintenance of equipment
- basic care of flora and fauna.

(ii) Level 3 School Assistant

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

Indicative Duties:

- washing disabled or other students
- assisting disabled or other students in their dressing needs
- toileting disabled or other students
- care of flora and fauna not requiring specialised knowledge
- travel with a student with mild or moderate intellectual disability
- handling, storing and distributing goods and resources
- maintenance and operation of equipment requiring the application of limited skills
- completion of stock control documentation
- regular cleaning and maintenance of equipment including audio-visual equipment
- preparation of displays
- preparation of charts, diagrams and models
- interpreting problems of non-English-speaking students to teachers (bi-lingual aides only)
- interpreting within the school community
- preparation of general laboratory experiments
- preparing simple chemical solutions and, under instruction, more complicated solutions
- using appropriate storage systems, including for dangerous and toxic substances
- monitoring expenditure on resources
- researching reference material under the direction of a teacher
- assisting with the supervision of students during non-teaching periods
- assisting a teacher with a s mall group of students in an a rea adjacent to that concurrently used by the responsible teacher
- supervising “quiet work” of small groups of students in other than a classroom situation

(iii) Level 4 School Assistant

In addition to undertaking the duties of a Level 3 Employee, an Employee at this level will be required by the Employer to undertake additional duties as required for Level 4:

Indicative Duties:

- assisting in teaching duties under the direction and general supervision of a qualified teacher or an Employee at Level 5 of this agreement
- under direction, taking students for their individualised teaching plans in specific areas
- reporting to teachers on students’ progress and charting of individual teaching plans
- assisting therapists in their work with students

- carrying out individual programs of a self help nature that develop independent living skills in students
- taking part in case management meetings with teachers
- responsibility for library if no librarian is present
- preparation of complex laboratory experiments
- developing appropriate storage systems, including for dangerous and toxic substances
- assisting a teacher to take a group of not more than 5 students for duties of a non-teaching nature involving skills in a language other than English
- assistance in the training of Employees at a lower level
- travel with up to 4 students, unless otherwise agreed, with mild or moderate intellectual disability

(iv) Level 5 School Assistant

In addition to undertaking the duties of a Level 4 Employee, an Employee at this level will be assessed, by the Employer, as undertaking additional duties as required for a Level 5:

Indicative Duties

- in conjunction with teachers, planning teaching programs
- in conjunction with teachers, preparing reports for parents
- providing in service to teachers in specific technical or other areas
- supervision, training and coordination of staff, and responsibility for their efficient allocation and control
- assisting with assessment and appraisal of students
- researching reference material for teachers
- maintaining budgetary information for one or more areas, such as kitchens, laboratories, libraries or workrooms
- repair of equipment requiring technical knowledge and expertise
- purchase of resources in conjunction with a teacher or other qualified member of staff
- supervise travel training for a student with a mild intellectual disability.

Annexure 3 – Supported Wage System

This Agreement incorporates the provisions of Schedule E to 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.

Annexure 4 — National Training Wage

1. Title

This is the National Training Wage Annexure. It is derived from Schedule E of the Miscellaneous Award 2020, and the rates payable under this Annexure may be adjusted consistent with changes to the rates contained in that award, as set out in **clause 5.**

2. Definitions

In this Annexure:

"adult trainee" is a trainee who would qualify for the highest minimum wage in Wage Level A, B or C if covered by that wage level

"approved training" means the training specified in the training contract Australian Qualifications Framework (AQF) is a national framework for qualifications in post-compulsory education and training

"out of school" refers only to periods out of school beyond Year 10 as at the first of January in each year and is deemed to:

(a) include any period of schooling beyond Year 10 which was not part of or did not contribute to a completed year of schooling;

(b) include any period during which a trainee repeats in whole or part a year of schooling beyond Year 10; and

(c) not include any period during a calendar year in which a year of schooling is completed.

"relevant State or Territory training authority" means the bodies in the relevant State or Territory which exercise approval powers in relation to traineeships and register training contracts under the relevant State or Territory vocational education and training legislation

"relevant State or Territory vocational education and training legislation" means the following or any successor legislation:

Australian Capital Territory: *Training and Tertiary Education Act 2003;*

New South Wales: *Apprenticeship and Traineeship Act 2001;*

Northern Territory: *Northern Territory Employment and Training Act 1991;*

Queensland: *Vocational Education, Training and Employment Act 2000;*

South Australia: *Training and Skills Development Act 2008;*

Tasmania: *Vocational Education and Training Act 1994;*

Victoria: *Education and Training Reform Act 2006;* or

Western Australia: *Vocational Education and Training Act 1996*

"trainee" is an Employee undertaking a traineeship under a training contract

"traineeship" means a system of training which has been approved by the relevant State or Territory training authority, which meets the requirements of a training package developed by the relevant Industry Skills Council and endorsed by the National Quality Council, and which leads to an AQF certificate level qualification

"training contract" means an agreement for a traineeship made between an Employer and an Employee which is registered with the relevant State or Territory training authority

"training package" means the competency standards and associated assessment guidelines for an AQF certificate level qualification which have been endorsed for an industry or enterprise by the National Quality Council and placed on the National Training Information Service with the approval of the Commonwealth, State and Territory Ministers responsible for vocational education and training, and includes any relevant replacement training package

"year 10" includes any year before Year 10

3. Coverage

3.1 Subject to **clauses 3.2 to 3.6** of this Annexure, this Annexure applies in respect of an Employee covered by this Agreement who is undertaking a traineeship whose training package and AQF certificate level is allocated to a wage level by **Appendix 1** to this Annexure or by **clause 5** of this Annexure.

3.2 This Annexure only applies to AQF Certificate Level IV traineeships for which a relevant AQF Certificate Level III traineeship is listed in **Appendix 1** to this Annexure.

3.3 This Annexure does not apply to the apprenticeship system or to any training program which applies to the same occupation and achieves essentially the same training outcome as an existing apprenticeship in an award as at 25 June 1997.

3.4 This Annexure does not apply to qualifications not identified in training packages or to qualifications in training packages which are not identified as appropriate for a traineeship.

3.5 Where the terms and conditions of this Annexure conflict with other terms and conditions of this Agreement dealing with traineeships, the other terms and conditions of this Agreement prevail.

3.6 At the conclusion of the traineeship, this Annexure ceases to apply to the Employee.

4. Types of Traineeship

The following types of traineeship are available under this Annexure:

4.1 a full-time traineeship based on 38 ordinary hours per week, with 20% of ordinary hours being approved training; and

4.2 a part-time traineeship based on less than 38 ordinary hours per week, with 20% of ordinary hours being approved training solely on-the-job or partly on-the-job and partly off-the-job, or where training is fully off-the-job.

5. Minimum Wages

5.1 Minimum wages for full-time traineeships

Minimum wages for trainees shall be in accordance with clause E.5 of Schedule E of the Miscellaneous Award 2020 as varied from time to time.

6. Employment conditions

6.1 A trainee undertaking a school-based traineeship may, with the agreement of the trainee, be paid an additional loading of 25% on all ordinary hours worked instead of paid annual leave, paid personal/carer's leave and paid absence on public holidays, provided that where the trainee works on a public holiday then the public holiday provisions of this award apply.

6.2 A trainee is entitled to be released from work without loss of continuity of employment and to payment of the appropriate wages to attend any training and assessment specified in, or associated with, the training contract.

6.3 Time spent by a trainee, other than a trainee undertaking a school-based traineeship, in attending any training and assessment specified in, or associated with, the training contract is to be regarded as time worked for the Employer for the purposes of calculating the trainee's wages and determining the trainee's employment conditions.

6.4 Employees engaged under this Annexure will:

(a) Not be required to work on a Saturday or Sunday

(b) If employed on a part-time basis, receive the casual rate of pay where they work in addition to their agreed hours in accordance with **clause 21.3** of the *Educational Services (Schools) General Staff Award 2020* (the Award)

(c) Receive the tool allowance provided for in **clause 19.3(b)** of the Award where their Employer requires them to supply and maintain their own tools.

(d) Receive rest breaks in accordance with **clause 16.2** of the Award

(e) Receive the job search entitlement in accordance with **clause 32.2** of the Award.

6.5 Subject to **clause 3.5** of this Annexure, all other terms and conditions of this Agreement apply to a trainee unless specifically varied by this Annexure.

Appendix 1: Allocation of Traineeships to Wage Levels

1. The wage levels applying to training packages and their AQF certificate levels are

1.1 Wage Level A

Training Package	AQF certificate level
Business Services	I, II, III
Civil Construction	III
Community Services	II, III
Construction, Plumbing and Services Integrated Framework	I, II, III
Financial Services	I, II, III
Information and Communications Technology	I, II, III
Laboratory Operations	II, III
Local Government (other than Operational Works Cert I and II)	I, II, III
Metal and Engineering (Technical)	II, III
Museum, Library and Library/Information Services	II, III
Public Safety	III
Retail Services (including wholesale and Community pharmacy)	III
Tourism, Hospitality and Events	I, II, III
Training and Assessment	III
Transport and Distribution	III
Water Industry (Utilities)	III

1.2 Wage Level B

Training Package	AQF certificate level
Animal Care and Management	I, II, III
Asset Maintenance	I, II, III
Civil Construction	I
Community Recreation Industry	III
Fitness Industry	III
Health	II, III

Outdoor Recreation Industry	I, II, III
Printing and Graphic Arts	II, III
Property Services	I, II, III
Public Safety	I, II
Retail Services	I, II
Sport Industry	II, III
Transport and Logistics	I, II
Visual Arts, Craft and Design	I, II, III

1.3 Wage Level C

Training Package	**AQF certificate level**
Amenity Horticulture	I, II, III
Conservation and Land Management	I, II, III
Music	I, II, III
Racing Industry	I, II, III

Annexure 5 - Apprentices

1. Apprentices

1.1 An apprentice means any person employed and registered in the form prescribed by the relevant State Apprenticeship Authority.

1.2 For the purposes of this Agreement, an apprentice is an Employee who is engaged under a Training Agreement registered by the relevant State or Territory Training or apprenticeship Authority, where the qualification outcome specified in the Training Agreement is a relevant qualification from a Training Package endorsed by the National Training Framework Committee.

1.3 An apprentice will also include an Employee who is engaged under a Training Agreement or Contract of Training for an apprenticeship declared or recognised by the relevant State or Territory Training or Apprenticeship Authority.

1.4 Subject to appropriate State legislation, an Employer must not employ an unapprenticed junior in a trade provided for in this Agreement.

1.5 In order to undertake trade training in accordance with **clause 1** of this Annexure a person must be a party to a contract of apprenticeship training or training agreement in accordance with the requirements of the relevant Apprenticeship authority or State legislation. The Employer must provide access to training consistent with the contract or training agreement without loss of pay.

1.6 An apprentice who attends a technical school and presents reports of satisfactory attendance and conduct must be reimbursed by their Employer for all fees paid by the apprentice in respect of any course prescribed, at the end of each term.

1.7 The probationary period of an apprentice must be as set out in the training agreement or contract of apprenticeship consistent with the requirements of the Apprenticeship Authority or State legislation but must not exceed three months.

1.8 An apprentice who is under 21 years of age on completion of their apprenticeship and who is employed in the occupation to which they were apprenticed will be paid not less than the adult rate prescribed for that classification.

1.9 Except as provided in this Annexure or where otherwise stated all conditions of employment specified in this Agreement will apply to apprentices.

1.10 No apprentice under the age of 18 years will be required to work overtime unless they request to work overtime. An apprentice must not work or be required to work overtime at times which would prevent their attendance at technical school as required by this Agreement or by State legislation.

1.11 No apprentice under the age of 18 years will be employed on any shift other than day shift. An apprentice over the age of 18 years, by mutual agreement may be required to work on an afternoon shift provided such shiftwork does not prevent their attendance at technical school as required by this Agreement or by State legislation.

1.12 An apprentice must not work under any system of payment by results.

1.13 An Employer must allow an apprentice to take time off during working hours to attend available classes. In order to be entitled to the time off the apprentice must produce a card showing the Employee's attendance at school for the period.

1.14 The provisions of this Annexure will be read in conjunction with any state legislation or regulation relating to apprentices.

1.15 Provisions of any State legislation or regulation relating to the attendance of apprentices at technical school during ordinary working hours or to disciplinary powers of Apprenticeship Authorities over apprentices and Employers are deemed not to be inconsistent with this Agreement.

1.16 Apprentices are entitled to the NES, as supplemented by this Agreement, except with respect to redundancy pay.

1.17 The ordinary hours of work of apprentices must not exceed those of the tradespersons employed under this Agreement.

1.18 The number of apprentices that may be employed by an Employer at any time in the said trade or trades must not exceed the proportion of one apprentice for each individual tradesperson employed by the Employer in such trade.

1.19 Apprentices will receive the entitlement provided in clause D: 1.23 of Schedule D of the Award when attending any training and/or assessment specified in or associated with the training contract.

1.20 Apprentices will not suffer a reduction in their minimum wage in the circumstances outlined in clause 17.4(e) of the Award.

2. School-based Apprentices

2.1 A school-based apprentice is a person who is undertaking an apprenticeship in accordance with this Annexure while also undertaking a course of secondary education.

2.2 A school-based apprenticeship may be undertaken in the trades covered by this Agreement under a training agreement or contract of training for an apprentice declared or recognised by the relevant State or Territory authority.

2.3 The relevant minimum wages for full-time junior and adult apprentices provided for in this Agreement, calculated hourly, will apply to school-based apprentices for total hours worked including time deemed to be spent in off-the-job training.

2.4 For the purposes of **clause 2.3** of this Annexure, where an apprentice is a full-time school student, the time spent in off-the-job training for which the apprentice must be paid is 25% of the actual hours worked each week on-the-job. The wages paid for training time may be averaged over the semester or year.

2.5 A school-based apprentice must be allowed, over the duration of the apprenticeship, the same amount of time to attend off-the-job training as an equivalent full-time apprentice.

2.6 For the purposes of this Annexure, off-the-job training is structured training delivered by a Registered Training Organisation separate from normal work duties or general supervised practice undertaken on the job.

2.7 The duration of the apprenticeship must be as specified in the training agreement or contract for each apprentice but must not exceed six years.

2.8 School-based apprentices progress through the relevant wage scale at the rate of 12 months progression for each two years of employment as an apprentice.

2.9 The apprentice wage scales are based on a standard full-time apprenticeship of four years (unless the apprenticeship is of three years duration). The rate of progression reflects the average rate of skill acquisition expected from the typical combination of work and training for a school-based apprentice undertaking the applicable apprenticeship.

2.10 If an apprentice converts from school-based to full-time, all time spent as a full- time apprentice will count for the purposes of progression through the relevant wage scale in addition to the progression achieved as a school-based apprentice.

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

Annexure 6 - 38 Hour Week

1. Ordinary hours of work

The ordinary hours of work for a full-time Employee provided by **subclause 13.1** of this Agreement shall be worked in one of the following methods.

1.1 19-Day Month

A school subject to this Agreement and its Employees may agree that the ordinary hours of work provided by **subclause 13.1** will be worked as a 19 day month (with the 20th day accruing as a rostered day off) in which case the following provisions shall apply:

(a) Each day of paid leave taken by an Employee (but not including long service leave or any period of stand down as provided in **subclause 5.2**), and any public holiday occurring during any cycle of four weeks shall be regarded as a day worked for the purpose of accruing the entitlement to a rostered day off.

(b) Notwithstanding any other provisions of this subclause, an Employee shall not be entitled to more than 12 paid rostered days off in any 12 months of consecutive employment.

(c) Any Employee whose employment is terminated in the course of a four week cycle shall be paid a pro rata amount for the time accrued by the Employee in the cycle.

(d) An Employee may elect, with the consent of the Employer, to take a rostered day off at any time.

(e) An Employee may elect, with the consent of the Employer, to take rostered days off in part day amounts.

(f) An Employee may elect, with the consent of the Employer, to accrue some or all rostered days off for the purpose of creating a bank to be drawn upon at a time mutually agreed between the Employer and Employee, or subject to reasonable notice by the Employee or the Employer.

1.2 Any Other Method

An Employer may apply any other method of implementing the ordinary hours of work provided by **Clause 13 - Hours of Work**, on which the Employer reaches agreement with its Employees.

2. Payment for Rostered Days Off during Stand Down

Notwithstanding any other provisions of this Agreement, the following provisions shall apply in the case of any Employee whose contract of employment provides that he or she shall be stood down during the whole or part of non-term time pursuant to **subclause 5.2.**

2.1 The ordinary hours of work for Employees to whom this subclause applies shall not exceed 40 hours per week, exclusive of meal breaks, without payment of overtime.

2.2 At the commencement of every period during which an Employee to whom this clause applies is stood down, the Employee shall be paid, in addition to any other entitlements, an amount calculated by using the formula

$$W \times \frac{2P}{40}$$

where:

W = the number of weeks worked by the Employee since either the Employee's employment commenced, this clause commenced, or the conclusion of the Employee's last stand down period, whichever is the later; and

P = the weekly rate of pay fixed for the Employee's work by this Agreement received by the Employee since the Employee's employment commenced, this clause commenced, or the conclusion of the Employee's last stand down period, whichever is the later.

2.3 **Subclause 2.2** of this Annexure will not apply to Employees whose salary is determined in accordance with **subclause 9.3**.

Attachment A

School Name	Employer Name
Chevalier College	Chevalier College
Oakhill College	Oakhill College
Rosebank College	Rosebank College
St Augustine's College, Sydney	St Augustine's College, Sydney
St Mary Star of the Sea College	St Mary Star of the Sea College
St Patrick's College	St Patrick's College
St Stanislaus' College	St Stanislaus' College Bathurst
St Gregory's College, Campbelltown	Marist Schools Australia Limited trading as St Gregory's College
EREA Schools	
Christian Brothers' High School, Lewisham	Edmund Rice Education Australia New South Wales Colleges Ltd trading as Christian Brothers' High School, Lewisham
Edmund Rice College, Wollongong	Edmund Rice Education Australia New South Wales Colleges Ltd trading as Edmund Rice College, Wollongong
St Dominic's College, Penrith	Edmund Rice Education Australia New South Wales Colleges Ltd trading as St Dominic's mary starCollege, Penrith
St Edmund's College, Wahroonga	Edmund Rice Education Australia Flexible Schools Ltd trading as St Edmund's College, Wahroonga
St Edward's College, Gosford	Edmund Rice Education Australia New South Wales Colleges Ltd trading as St Edward's College, Gosford
St Gabriel's School, Castle Hill	Edmund Rice Education Australia Flexible Schools Ltd trading as St Gabriel's School, Castle Hill
St Laurence Flexible Learning Centre, Broadmeadow	Edmund Rice Education Australia Flexible Schools Ltd trading as St Laurence Flexible Learning Centre

St Mary's Flexible Learning Centre	Edmund Rice Education Australia Flexible Schools Ltd trading as St Mary's Flexible Learning Centre
Pambula Beach Flexible Learning Centre, Pambula	Edmund Rice Education Australia Flexible Schools Ltd trading as Pambula Beach Flexible Learning Centre
St Patrick's College, Strathfield	Edmund Rice Education Australia New South Wales Colleges Ltd trading as St Patrick's College, Strathfield
St Pius X College, Chatswood	Edmund Rice Education Australia New South Wales Colleges Ltd trading as St Pius X College, Chatswood
Waverley College, Waverley	Edmund Rice Education Australia New South Wales Colleges Ltd trading as Waverley College, Waverley
Wollongong Flexible Learning Centre, Towradji	Edmund Rice Education Australia Flexible Schools Ltd trading as Wollongong Flexible Learning Centre

Signatories to the Agreement

EXECUTED as an agreement

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

……	……
Signature of authorised officer	Signature of witness
……	……
Name/title/address of authorised officer	Name of witness

SIGNED for and on behalf of **Chevalier College** by an authorised person in the presence of

……	…….
Signature of authorised officer	Signature of witness
……	…….
Name/title/address of authorised officer	Name of witness

SIGNED for and on behalf of **Oakhill College** by an authorised person in the presence of

……	…….
Signature of authorised officer	Signature of witness
……	…….
Name/title/address of authorised officer	Name of witness

SIGNED for and on behalf of **Rosebank College** by an authorised person in the presence of

……	…….
Signature of authorised officer	Signature of witness
……	…….
Name/title/address of authorised officer	Name of witness

SIGNED for and on behalf of **St Augustine's College Sydney** by an authorised person in the presence of

…… Signature of authorised officer	…… Signature of witness
…… Name/title/address of authorised officer	…… Name of witness

SIGNED for and on behalf of **St Mary Star of the Sea College** by an authorised person in the presence of

……	…….
Signature of authorised officer	Signature of witness
……	…….
Name/title/address of authorised officer	Name of witness

SIGNED for and on behalf of **St Patrick's College** by an authorised person in the presence of

……	…….
Signature of authorised officer	Signature of witness
……	…….
Name/title/address of authorised officer	Name of witness

SIGNED for and on behalf of **St Stanislaus' College Bathurst** by an authorised person in the presence of

……	……
Signature of authorised officer	Signature of witness
……	……
Name/title/address of authorised officer	Name of witness

SIGNED for and on behalf of **Marist Schools Australia Limited trading as St Gregory's College** by an authorised person in the presence of

……	…….
Signature of authorised officer	Signature of witness
……	…….
Name/title/address of authorised officer	Name of witness

SIGNED for and on behalf of **Edmund Rice Education Australia New South Wales Colleges Ltd trading as Christian Brothers' High School, Lewisham** by an authorised person in the presence of

…….	…….
Signature of authorised officer	Signature of witness
…….	…….
Name/title/address of authorised officer	Name of witness

SIGNED for and on behalf of **Edmund Rice Education Australia New South Wales Colleges Ltd trading as Edmund Rice College, Wollongong** by an authorised person in the presence of

……	……
Signature of authorised officer	Signature of witness
……	……
Name/title/address of authorised officer	Name of witness

SIGNED for and on behalf of **Edmund Rice Education Australia New South Wales Colleges Ltd trading as St Dominic's College, Penrith** by an authorised person in the presence of

……	…….
Signature of authorised officer	Signature of witness
……	…….
Name/title/address of authorised officer	Name of witness

SIGNED for and on behalf of **Edmund Rice Education Australia Flexible Schools Ltd trading as St Edmund's College, Wahroonga** by an authorised person in the presence of

…….	…….
Signature of authorised officer	Signature of witness
…….	…….
Name/title/address of authorised officer	Name of witness

SIGNED for and on behalf of **Edmund Rice Education Australia New South Wales Colleges Ltd trading as St Edward's College, Gosford** by an authorised person in the presence of

……	…….
Signature of authorised officer	Signature of witness
……	…….
Name/title/address of authorised officer	Name of witness

SIGNED for and on behalf of **Edmund Rice Education Australia Flexible Schools Ltd trading as St Gabriel's School, Castle Hill** by an authorised person in the presence of

……	…….
Signature of authorised officer	Signature of witness
……	…….
Name/title/address of authorised officer	Name of witness

SIGNED for and on behalf of **Edmund Rice Education Australia Flexible Schools Ltd trading as St Laurence Flexible Learning Centre, Broadmeadow** by an authorised person in the presence of

……	…….
Signature of authorised officer	Signature of witness
……	…….
Name/title/address of authorised officer	Name of witness

SIGNED for and on behalf of **Edmund Rice Education Australia Flexible Schools Ltd trading as St Mary's Flexible Learning Centre, St Mary's** by an authorised person in the presence of

……	…….
Signature of authorised officer	Signature of witness
……	…….
Name/title/address of authorised officer	Name of witness

SIGNED for and on behalf of **Edmund Rice Education Australia Flexible Schools Ltd trading as Pambula Beach Flexible Learning Centre, Pambula** by an authorised person in the presence of

……	…….
Signature of authorised officer	Signature of witness
……	…….
Name/title/address of authorised officer	Name of witness

SIGNED for and on behalf of **Edmund Rice Education Australia Flexible Schools Ltd trading as Wollongong Flexible Learning Centre, Towradji** by an authorised person in the presence of

…….	…….
Signature of authorised officer	Signature of witness
…….	…….
Name/title/address of authorised officer	Name of witness

SIGNED for and on behalf of **Edmund Rice Education Australia New South Wales Colleges Ltd trading as St Patrick's College, Strathfield** by an authorised person in the presence of

…….	…….
Signature of authorised officer	Signature of witness
…….	…….
Name/title/address of authorised officer	Name of witness

SIGNED for and on behalf of **Edmund Rice Education Australia New South Wales Colleges Ltd trading as St Pius X College, Chatswood** by an authorised person in the presence of

…….	…….
Signature of authorised officer	Signature of witness
…….	…….
Name/title/address of authorised officer	Name of witness

SIGNED for and on behalf of **Edmund Rice Education Australia New South Wales Colleges Ltd trading as Waverley College, Waverley** by an authorised person in the presence of

……	…….
Signature of authorised officer	Signature of witness
……	…….
Name/title/address of authorised officer	Name of witness