Independent Schools NSW

(Combined Non Teaching Staff)

Enterprise Agreement

2010 – 2011
1. **Title**

This Agreement shall be known as the Independent Schools NSW (Combined Non Teaching Staff) Enterprise Agreement 2010 – 2011.

2. **Arrangement**

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3. Definitions

For the purpose of this Agreement:

(a) **Act** means the *Fair Work Act 2009* (Cth);

(b) **Award** means the *School Support Staff (Independent Schools) (State) Award 2004; Maintenance Outdoor and Other Staff (Independent Schools) (State) Award 2004; Miscellaneous Workers’ Independent Schools and Colleges (State) Award; Miscellaneous Workers’ Kindergarten and Child Care Centres (State) Award 2006, and the Nurses’ Non-Government Schools (State) Award*; and any other State Award or Notional Agreement Preserving a State Award that may cover a staff member to whom this Agreement applies;

(c) **Casual Employee** means an Employee who is engaged and paid as such;

(d) **School** means an Employer covered by this Agreement;

(e) **Commission** means Fair Work Australia;

(f) **Employee** means, without limiting the generality of this expression;

(i) an Employee other than a teacher who may be employed in a position described as food technology assistant, art assistant, TAS assistant, music assistant, laboratory assistant, library/audio-visual assistant, book-room assistant, bilingual aide, or teachers’ aide, or other position in which the Employee is required to assist the teaching staff in the curricula or co-curricula activities of the School or preschool (such persons are described in this Agreement as school assistants) or employed in a clerical or administrative capacity; or

(ii) an Employee whose principal duties are the maintenance of buildings, plant and equipment; or the preparation and upkeep of grounds, or employment in the School canteen or uniform shop; or driving a school bus or other similar duties as directed by the School; or

(iii) an Employee who is employed primarily for the purpose of performing cleaning duties within the School; or

(iv) An Employee who may be employed in a position described as helpers, assistants or supervisors in or in connection with preschool, child care, child minding centres, Before and After Care and Vacation Care services; or

(v) a registered nurse.

(g) **Full-Time Employee** means any Employee, other than a Casual or Part-Time Employee, who is employed to work 38 hours per week or as otherwise prescribed in **clauses 12.2**.

(h) **Fund** means either:

(i) the Non-Government Schools Superannuation Fund; or

(ii) any other superannuation fund approved in accordance with the Commonwealth operational standards for occupational superannuation funds which the Employee is eligible to join and which is approved by the School as a fund into which an Employee of that School may elect to have the School pay contributions made pursuant to this Agreement in respect of that Employee;
(i) **Part-Time Employee** means an Employee who works a constant number of hours each week which is less than 38 hours per week or as otherwise prescribed in clause 12.2.

(j) **Regulations** means *Workplace Relations Regulations*;

(k) **Temporary Employee** means an Employee employed to work full-time or part-time for a period not to exceed 12 months. An Employee may be employed as a Temporary Employee in the following circumstances:

   (i) where an Employee is employed to replace an Employee on leave or secondment;

   (ii) where the School’s staffing is to be reduced in the following year overall or in a department. This may include but is not limited to circumstances such as declining enrolments or school amalgamations; or

   (iii) where an Employee is employed on a specific programme not funded by the School;

   Applicants must be advised in writing prior to accepting a position that it is temporary, the expected length of the appointment and the reason why it is temporary.

(l) **Union** means the Independent Education Union of Australia and with respect to nursing classifications the NSW Nurses’ Association and Australian Nursing Federation.

4. **Scope and Coverage**

4.1 **Parties Bound**

   Subject to clause 4.2, this Agreement shall cover:

   (a) Schools listed in Attachment A – Schools Covered by this Agreement; and

   (b) the staff employed at the schools in Attachment A – Schools Covered by the Agreement,

   in respect of all work done for the School by Employees referred to in clause 3(f) above.

4.2 **Exclusions**

   This Agreement shall not apply to:

   (a) teachers; or

   (b) persons who are employed specifically to perform duties which include the responsibility for the pastoral care and supervision of students in a boarding house at the School; or

   (c) persons instructing students in the areas of music or other individual arts and engaged on an individual fee basis; or

   (d) sports coaches and trainers; or

   (e) counsellors employed to counsel students on an individual basis; or

   (f) employees who are engaged for the purpose of religious instruction or supervision of prayers or to undertake other religious duties; and
(g) 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.

5. Commencement Date of Agreement and Period of Operation

(a) This Agreement commences on and from the date of approval (‘Approval Date’) by Fair Work Australia. The nominal expiry date of this Agreement is 31 January 2011.

(b) The salaries contained in Schedule 1 of this Agreement do not commence until the first full pay period on or after 1 February 2010. For the period between the Approval Date and the first full pay period on or after 1 February 2010, each employee covered by this Agreement shall be paid either the rate of pay the employee actually received as at the date of making of this Agreement, or the relevant rate of pay applicable under an Australian Pay and Classification Scale that covered the employee as at the date of making of this Agreement, whichever is the greater.
6. Disputes Procedure

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

(a) Any grievance or dispute which arises shall, where possible, be settled by discussion between the Employee and the Principal or his / her nominee in accordance with any procedures that have been adopted by the School.

(b) Should the matter not be resolved, it may be referred by either party to the Commission, or any other person agreed between the parties, for conciliation.

(c) During the conciliation the Commission may:

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

(ii) the Commission may require the attendance of the parties or their representatives; and

(iii) arrange for the parties or their representatives to confer among themselves at conferences at which the Commission is not present; and

(iv) if requested by a party, make non-binding recommendations to settle the dispute. Such recommendation shall not be binding on the parties to the dispute and shall not affect any other remedies the parties may have in relation to the dispute.

(d) An Employee who is a party to a dispute must, while the dispute is being resolved:

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

(ii) comply with any reasonable direction given by the School to perform other available work, either at the same workplace or at another workplace.

(e) In directing an Employee to perform other available work, the School must have regard to:

(i) the provisions (if any) of the law of the Commonwealth or of a State or Territory dealing with occupational health and safety that apply to that employee or that other work; and

(ii) whether that work is appropriate for the Employee to perform.
PART C – Classification, Rates of Pay and Related Matters

7. Classifications and Rates of Pay

7.1 General Provisions

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

(b) Any Employee engaged in an early childcare service and classified as a School Assistant as at the date of making this agreement, shall not be reclassified under Paragraph 7.2(e) of this Agreement except with the written consent of the Employee.

7.2 Classifications

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

(a) School Assistants:

A Level 1 position is one where the Employee:

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

A Level 2 position is one where the Employee:

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

A Level 3 position is one where the Employee:

(A) possesses technical competencies required for the position;
(B) requires only limited instruction for the performance of complex duties;
(C) is normally required to exercise independent initiative and judgement;
(D) if required by the employer, may supervise up to three employees; and
(E) may supervise a small group of children without a teacher present.

A Level 4 position is one where the Employee:

(A) possesses a knowledge of workplace practices and procedures including a detailed knowledge of complex procedures relevant to the position;

(B) resolves complex operational problems and co-ordinates work within a department or unit of the school;

(C) displays a high level of initiative and judgement;

(D) if required to supervise other Employees, will be responsible for maintaining the quality of work of those supervised;

(E) may supervise students without a teacher present; and

(F) is responsible for planning future department or school organisational needs within his/her areas of responsibility.

(b) Clerical and Administrative Staff:

An Employee who is a Level 1 Clerical Assistant, will have no prior experience or training and may be required:

(A) to undertake tasks involving basic clerical skills under supervision;

(B) to undertake tasks such as handling orders and mail, messenger work and photocopying; and

(C) to perform telephone relief duties for a short duration.

An Employee who is a Level 2 Clerical Officer (which is a position which may include, non-exhaustively, Enrolment Officers, Receptionists, General Secretaries, Word Processing Officers/Typists, Data Entry Clerks and Administrative Assistants) may be required:

(A) to undertake the complete range of clerical duties;

(B) to perform a range of financial tasks;

(C) to assume responsibility for operational issues in work area;

(D) to co-ordinate work within own area of responsibility;

(E) to supervise up to two Employees;

(F) to prepare standard operational reports and statistical returns; and

(G) to deal with standard information systems.

An Employee who is a Level 3 Senior Clerical Officer (which is a position which may include, non-exhaustively, Personal Assistants, Payroll Officers, Finance Assistants, Creditors Clerks, Debtors Clerks, Bookkeepers and Special Projects Officers) may be required:

(A) to have a high level of financial responsibility;

(B) to resolve complex operational problems;

(C) to supervise up to four Employees;
(D) to prepare detailed operational reports; and

(E) to deal with more complex financial and administrative systems; or

(F) to take responsibility for the co ordination and ongoing management of special projects where an advanced level of clerical and administrative skill is required.

An Employee who is a **Level 4 Administrator** (which is a position which may include, non-exhaustively, Assistant Bursars, Administration Managers, Secretaries (Finance and Administration)) may be required:

(A) to provide financial advice to the Principal or Bursar and/or manage financial systems;

(B) to use proven skills/knowledge in complex office procedures;

(C) to assume responsibility for the professional development of other support staff Employees;

(D) to contribute to operational and strategic planning for area of responsibility; and

(E) to possess post-secondary qualifications or equivalent experience.

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

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

(A) requires no previous experience and uses a limited range of skills;

(B) undertakes routine or repetitive duties involving the application of standard procedures which require the use of some discretion; and

(C) works under close supervision, either individually or as a member of a team.

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

- general labouring tasks;

- general gardening tasks including preparation of grounds and planting procedures;

- horticultural duties in areas such as sports playing fields, garden maintenance and foliage control at a level not considered to be at trade qualified level;

- general ground, plant and building maintenance and operation requiring the application of specific skills;

- tasks involving moving equipment or furniture;

- purchasing and stock control duties, including receipt, ordering and inventory control of goods;

- tasks including handling, storing and distributing goods and materials;

- basic stock control documentation;
- duties of canteen assistant or uniform shop assistant; and
- tasks including general care and driving of school vehicles.

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

(A) holds trade qualifications or other qualifications or experience recognised by the School as equivalent;

(B) receives limited instructions regarding work assignments and usually works without supervision;

(C) is regularly required to exercise independent initiative and judgement; and

(D) may supervise one or two employees in a section of the School.

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

- perform general maintenance work which may include the use of trade accredited skills in areas such as carpentry, plumbing or electrical services;

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

- to take responsibility for the operation of the School canteen or uniform shop, including supervision of assistants or volunteers.

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

(A) requires minimal instruction in the performance of their duties;

(B) exercises substantial responsibility and independent initiative and judgement with a detailed knowledge of workplace procedures and of the School's business;

(C) has the responsibility for supervision, training and coordination of staff, responsibility for their efficient allocation and control, in one or more sections of the School; and

(D) is required to have undertaken and completed post secondary training provided by any accredited training provider relevant to the tasks required by the School 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 School to be equivalent to the required post secondary training.

(d) **Cleaners**

A cleaner may be required to perform a range of duties which is inclusive of but not limited to cleaning, dusting and polishing and general cleaning in classrooms or other public areas of the School’s buildings, structures, premises and the like ancillary to its functions.
(A) A **Level 1 position** is one where the employee has no relevant training or experience, and:

(i) requires no previous experience and uses a limited range of skills;

(ii) for a major part of the time performs duties involving the application of standard procedures which require the use of limited discretion; and

(iii) works under direct supervision, either individually or as a member of a team.

(B) A **Level 2 position** is one where the employee

(i) 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

(ii) works under supervision, either individually or as a member of a team.

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

(i) **Child Care Worker**

A Child Care Worker is a carer appointed to contribute to the development of, and assist in the implementation of, the child care program under the general direction of and responsible to a supervisor who is regularly present with the group of children. Qualifications are not required for this position for steps 1 to 4.

(a) An employee at this level is responsible for their own work and may be required by the employer to perform some or all of the following duties:

- positively interact with children, give each child individual attention and comfort as required;
- assist to implement daily routines and with ensuring a safe, healthy and clean indoor and outdoor environment for children;
- supervise the activities of a group of children for short periods of time during the day;
- work with other staff members to ensure the smooth running of the service subject to the service policies and procedures;
- understand and work according to the service policies and procedures;
- assist in the development and/or evaluation of the program;
- assist in the observation and evaluation of the children’s development;
- assist with the recording of children’s development and assist in planning for the ongoing development of the child;
- communicate with parents as instructed;
- attend to incidental cleaning and housekeeping or associated with individual and group activities, experiences and routines;
- perform incidental administrative duties including but not limited to: completing receipts, signing deliveries, ruling up the roll, checking the roll and the like;
- other duties as required by the employer as are within the knowledge, skills and capabilities of the carer, including duties at a lower classification: provided that this does not promote de skilling.
(b) An employee at this level may be required by the employer to possess and maintain a current first aid certificate recognised under the *Children and Young Persons (Care and Protection) Act 1998*

(ii) **Advanced Child Care Worker**

(a) An Advanced Child Care Worker is an unqualified carer with the responsibility to develop, plan and implement the child care program. An employee at this level may be responsible for the direction of other staff for which they have responsibility. An employee at this level may be required by the employer to perform some or all of the following duties:

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

(b) An employee at this level is required to possess and maintain a current first aid certificate recognised under the *Children and Young Persons (Care and Protection) Act 1998* as amended and administer first aid as required.

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

(a) An Advanced Child Care Worker (Qualified) is a qualified carer who holds a Diploma in Children’s Services, an Associate Diploma in Social Science (Child Studies) from TAFE or equivalent qualifications which are recognised under the *Children and Young Persons (Care and Protection) Act 1998* as amended, with the responsibility to develop, plan and implement the child care program.

(b) An employee at this level may be responsible for the direction of other staff within the group for which they have responsibility. An employee at this level may be required by the employer to perform some or all of the following duties:

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

(c) An employee at this level is required to possess and maintain a current first aid certificate recognised under the Children and Young Persons (Care and Protection) Act 1998 as amended and administer first aid as required.

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

(iv) Assistant Co-ordinator

(a) An Assistant Co-ordinator means a carer appointed by the employer to perform administrative and management functions which assist in the co-ordination administration and management of a service, under direction from and responsible to a supervisor who is regularly present at the service.

(b) In addition to those of an Advanced Child Care Worker, an employee at this level may be required by the employer to perform some or all of the following duties:
• Supervise, direct and co-ordinate the activities of groups of children across the service.
• Co-ordinate and manage day-to-day staffing matters across the service.
• Perform administrative duties which assist in the effective management of the service.
• Ensure that groups within the service meet programming, planning administrative and regulatory requirements.
• other duties as required by the employer which are within the knowledge, skills and capabilities of the carer, including duties at a lower classification; provided that this does not promote de skilling.

An employee will not be regarded as working at this level for undertaking responsibilities such as evaluating and improving the activities of a service.

An employee at this level is required to possess and maintain a current first aid certificate recognised under the Children and Young Persons (Care and Protection) Act 1998 as amended, and administer first aid as required.
(v) **Assistant Co-ordinator (Qualified)**

(a) An Assistant Co-ordinator (Qualified) means a carer who holds a Diploma in Children’s Services, or an Associate Diploma in Social Science (Child Studies) from TAFE or equivalent qualifications which are recognised under the *Children and Young Persons (Care and Protection) Act 1998* as amended, appointed by the employer to perform administrative and management functions which assist in the co-ordination, administration and management of a service, under direction from and responsible to a supervisor who is regularly present at the service.

(b) In addition to those of an Advanced Child Care Worker Qualified, an employee at this level may be required by the employer to perform some or all of the following duties:

- Supervise, direct and co-ordinate the activities of groups of children across the service.
- Co-ordinate and manage day-to-day staffing matters across the service.
- Perform administrative duties which assist in the effective management of the service.
- Ensure that groups within the service meet programming, planning administrative and regulatory requirements.
- other duties as required by the employer which are within the knowledge, skills and capabilities of the carer, including duties at a lower classification; provided that this does not promote de-skilling.

An employee will not be regarded as working at this level for undertaking responsibilities such as evaluating and improving the activities of a service.

(c) An employee at this level is required to possess and maintain a current first aid certificate recognised under the *Children and Young Persons (Care and Protection) Act 1998* as amended, and administer first aid as required.

(vi) **Co-ordinator**

(a) A Co-ordinator means a carer appointed to co-ordinate, administer and manage a service.

(b) An employee at this level is required to perform all of the following duties.

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

In addition an employee may be required to perform some or all of the following duties:
- develop, implement and evaluate service policies and procedures and ensure these and licensing conditions are met in consultation with the employer;
- prepare and present reports regarding Service issues;
- develop goals and directions for the service in consultation with staff and management in line with early childhood policy and practice;
- ensure that Government guidelines on priority access to services are adhered to;
- other duties as required by the employer which are within the knowledge, skills and capabilities of the carer, including duties at a lower classification; provided that this does not promote de skilling.

(c) An employee at this level is required to possess and maintain a current first aid certificate recognised under the Children and Young Persons (Care and Protection) Act 1998 as amended and administer first aid as required.

(vii) Co-ordinator (Qualified)
(a) A Co-ordinator (Qualified) means a carer appointed to co-ordinate, administer and manage a service who holds the Diploma in Children’s Services, an Associate Diploma in Social Science (Child Studies) from TAFE or equivalent qualifications which are recognised under the Children and Young Persons (Care and Protection) Act 1998 as amended.

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

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

• acts as Authorised Supervisor in accordance with the Children and Young Persons (Care and Protection) Act 1998 as amended, where required by the employer;
• develop, implement and evaluate Service policies and procedures and ensure these and licensing conditions are met in consultation with the employer;
• prepare and present reports regarding service issues;
• develop goals and directions for the service in consultation with staff and management in line with early childhood policy and practice;
• ensure that government guidelines on priority access to services are adhered to;
• other duties as required by the employer which are within the knowledge, skills and capabilities of the carer, including duties at a lower classification; provided that this does not promote de skilling.

(c) An employee at this level is required to possess and maintain a current first aid certificate recognised under the Children and Young Persons (Care and Protection) Act 1998 as amended and administer first aid as required.

(f) Nurses

(i) Registered Nurse means a person registered by the Nurses and Midwives Board of New South Wales as such

(ii) Senior Nurse means a registered nurse appointed to be in charge of one or more registered nurses.
7.3 Part-Time Employees
(a) Part-Time Employees shall be paid for each hour worked during ordinary time one thirty-eighth of the minimum weekly rate (as calculated in accordance with clause 7.1) for the level at which they are employed for a minimum of three hours each start.

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

(c) School Assistants classified according to clause 7.2(a) may be paid for a minimum of one hour if employed for a specific program (such as ESL or Special Learning Needs).

(d) A Part-Time School Assistant classified according to clause 7.2(a) shall be entitled to an additional loading of 2%. Provided that such loading shall reduce according to the schedule below and will be completely phased out in subsequent agreements:

<table>
<thead>
<tr>
<th>Loading Applicable</th>
<th>Percentage</th>
</tr>
</thead>
<tbody>
<tr>
<td>As at 1 February 2009</td>
<td>2%</td>
</tr>
<tr>
<td>As at 1 February 2010</td>
<td>1%</td>
</tr>
</tbody>
</table>

(e) A Bus Driver classified in accordance with clause 7.2(c) may be engaged for a minimum of two hours providing that, the Bus Driver is working a broken shift in accordance with the provisions of clause 12.2(b)(iii).

7.4 Casual Employees
(a) Casual Employees shall be paid:

(i) for each hour worked during ordinary time, one thirty-eighth of the minimum weekly rate (calculated in accordance with clause 7.1) for the level at which they are employed; plus

(ii) 20 per cent of that amount (inclusive of payment in lieu of annual holidays, leave loading, personal leave and redundancy payments required to be paid under the Act).

for a minimum of three hours each start.

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

7.5 Junior Employees
Junior Employees shall receive the percentages of the adult rate for their classification as set out in Table 2 of Schedule 1 - Classifications, Rates of Pay and Allowances.

7.6 Reclassification
(a) An Employee may apply to progress to another level or seek reclassification if regularly called upon to perform a substantial proportion of duties appropriate to the higher level. The School will examine the skills utilised and the duties performed by the Employee.
(b) Where an application is made to progress to a higher level, the School shall determine the application within one month of receipt of the application.

(c) Progression to a higher level shall take place from the first full pay period on or after the application has been approved by the School.

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

7.7 Progression

(a) **Progression - Clerical and Administrative Staff**

An employee classified in accordance with clause 7.2(b) Clerical and Administrative Staff shall be appointed to Step one of the appropriate level and shall progress to each further step within the level, on completion of a year’s full time service or equivalent, subject to paragraph (i) of this subclause. Provided that in the case of an employee employed as Level 4 Administrator, the employee shall progress on the completion of two years of full time service or equivalent.

(i) Where an employer considers that service of an employee is not satisfactory and competent, and for that reason considers progression to the next step is not warranted, a formal review of these matters shall be undertaken by the employer in accordance with Clause 6, Dispute Procedure, before the date on which progression would otherwise occur.

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

An employee classified as Level 1 General Hand Employee in accordance with clause 7.2(c) Maintenance, Grounds and Green Keeping, Canteen and Uniform Shop staff, and Bus Drivers shall progress to the next step within the Level on completion of one year of full-time service or the part time or casual equivalent providing their performance is considered to be satisfactory.

(c) **Progression – Day Care, Preschool and OOSH Centre Staff**

An employee classified in accordance with clause 7.2(e) Day Care, Preschool and OOSH Centre Staff shall progress as provided below:

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

<table>
<thead>
<tr>
<th>Step</th>
<th>Progression</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>on engagement without early childhood or child care service</td>
</tr>
<tr>
<td>2</td>
<td>After 1 year’s employment in this classification, or the satisfactory completion of an AQF Certificate III in Children’s Services (with less than 12 months employment in an early childhood or child care service)</td>
</tr>
<tr>
<td>3</td>
<td>After 2 years’ employment in this classification</td>
</tr>
<tr>
<td>4</td>
<td>After 3 year’s employment in this classification</td>
</tr>
<tr>
<td>5</td>
<td>After 1 year’s employment in this classification, in addition to the satisfactory completion of an AQF Certificate III in Children’s Services.</td>
</tr>
</tbody>
</table>
(ii) An **Advanced Child Care Worker** shall progress according to the following:

<table>
<thead>
<tr>
<th>Step</th>
<th>Progression</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>on engagement without early childhood or child care service</td>
</tr>
<tr>
<td>2</td>
<td>After 1 year’s employment in this classification,</td>
</tr>
<tr>
<td>3</td>
<td>After 2 years’ employment in this classification</td>
</tr>
</tbody>
</table>

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

<table>
<thead>
<tr>
<th>Step</th>
<th>Progression</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>on engagement without early childhood or child care service</td>
</tr>
<tr>
<td>2</td>
<td>After 1 year’s employment in this classification,</td>
</tr>
<tr>
<td>3</td>
<td>After 2 years’ employment in this classification</td>
</tr>
<tr>
<td>4</td>
<td>required to supervise other Associate Diploma or Diploma qualified employees within the group they have responsibility for</td>
</tr>
</tbody>
</table>

(iv) An **Assistant Co-ordinator**, an **Assistant Co-ordinator (Qualified)** and a **Coordinator** shall progress according to the following:

<table>
<thead>
<tr>
<th>Step</th>
<th>Progression</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>OOSH on engagement with an Out Of School Hours centre</td>
</tr>
<tr>
<td>2</td>
<td>LDC/Pre-School on engagement with long day care or Pre-School service up to 29 licensed places</td>
</tr>
<tr>
<td>3</td>
<td>LDC/Pre-School on engagement with long day care or Pre-School service up to 69 licensed places.</td>
</tr>
<tr>
<td>4</td>
<td>LDC/Pre-School on engagement with long day care or Pre-School service with 70 licensed places or more.</td>
</tr>
</tbody>
</table>
(v) A **Co-ordinator Qualified** shall progress according to the following:

<table>
<thead>
<tr>
<th>Step</th>
<th>Progression</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>OOSH on engagement with an Out Of School Hours Centre</td>
</tr>
<tr>
<td>2</td>
<td>LDC/Pre-School on engagement with long day care or Pre-School service up to 29 licensed places.</td>
</tr>
<tr>
<td>3</td>
<td>LDC/Pre-School on engagement with long day care or Pre-School service up to 69 licensed places.</td>
</tr>
<tr>
<td>4</td>
<td>LDC/Pre-School on engagement with long day care or Pre-School service with 70 licensed places or more.</td>
</tr>
</tbody>
</table>

### 8. Other Rates and Allowances

#### 8.1 Acting Up – Higher Duties

(a) Employees classified as School Assistants according to clause 7.2(a), Clerical and Administration Staff according to clause 7.2(b) and Maintenance Staff according to clause 7.2(c) who are required to temporarily perform duties in a higher grade for more than five days shall be paid at the higher grade rate for the whole period during which those duties are performed.

(b) Employees classified as Cleaners according to clause 7.2(d) required to temporarily perform duties in a higher grade for two hours or more shall be paid the higher rate for the whole of that day or shift.

(c) Employees classified as Day Care, Preschool and OOSH Centre Staff according to clause 7.2(e) required to temporarily perform duties in a higher grade for four hours or more shall be paid the higher rate for the whole of that day.

#### 8.2 Travelling Expenses

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

(b) An Employee who is required to provide a motor car shall be paid extra per week at the rate set by sections (a) and (b) in **Table 3 of Schedule 1 – Other Rates and Allowances**.

(c) Where an Employee is required to use their motor car by the School on a casual or incidental basis, they shall be paid the rate set out in **Table 3 of Schedule 1 - Other Rates and Allowances**.
8.3 Laundering of Uniform – Maintenance, Outdoor and Other Staff and Cleaners
In the event of an Employee, classified a according to clause 7.2 (c) or (d), being required to wear a uniform, such uniform shall be provided by the School and laundered at the School's expense or, by mutual agreement, such Employee shall be paid an amount per week as set out in Table 3 of Schedule 1, Other Rates and Allowances.

8.4 Toilet, etc Allowance
An employee, classified as a cleaner according to clause 7.2 (d), required to work in lavatories or on outside steps, outside marble or outside brass or required to scrub marble, terrazzo, rubber floor corridors or stairs which necessitates the employee kneeling shall be paid an amount as set out in Table 3 – Other Rates and Allowances, of Schedule 1, Other Rates and Allowances, per day extra. Lavatories of either sex can be cleaned by either male or female cleaners as long as appropriate steps are taken to ensure that the lavatories are not in use at the time of cleaning.

8.5 Qualification Allowance
An employee, classified as a cleaner according to clause 7.2 (d) acting as a leading hand cleaner who has successfully completed the Cleaning Supervisor’s Course at the Sydney Technical College, or course deemed by the employer to be of equivalent qualification, shall be paid an additional amount as set out in Table 3 – Other Rates and Allowances, of Schedule 1, Other Rates and Allowances. Such an amount shall be part of the ordinary rate of pay for all agreement purposes.

8.6 Leading Hands Allowance – Cleaners
Employees classified as cleaners according to clause 7.2 (d) and placed in charge of other employees shall be paid an amount as set out in Table 3 – Other Rates and Allowances, of Schedule 1, Other Rates and Allowances.

8.7 First Aid and Medication Allowance – School Assistants, Clerical and Administrative Staff, Maintenance, Outdoor and Other staff
An Employee classified as School Assistant or Clerical and Administrative Staff and Maintenance, Outdoor and Other Staff according to clause 7.2 (a), (b) or (c) who:

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

(b) may be required by the School from time to time to dispense medication to pupils in accordance with the school’s medication plan,

is entitled to an allowance as set out in Table 3 of Schedule 1 - Other Rates and Allowances.

[Notation: An Employee the subject of clause 8.7(b) shall receive written instructions relating to the administration and dosage of all medications, prior to the requirement to dispense. Where a particular medication requires that training be undertaken, such training shall be arranged and conducted during normal working hours at no expense to the employee.]
8.8 Child Care Workers - First Aid Certificate

(a) If an employer requires an employee who is not required to have a first aid certificate under the definition of the classification, to obtain and/or maintain such a qualification, the employee shall be allowed time off without loss of pay for the purpose of completing the course required. The cost of the course shall be met by the employer.

(b) Employers who require employees to attend to medical procedures such as administering epi pens, suppositories and drip feeding shall ensure staff are adequately trained in such procedures, before being required to undertake them. The cost of any such training will be met by the employer.

8.9 Broken Shift and Excess Fares Allowances - Bus Drivers, Cleaners and Child Care Workers

(a) Broken Shift and Excess Fares Allowance for Bus Drivers

(i) Employees working a broken shift as provided for in clause 12.2(b)(iii) shall be paid for each broken shift so worked a shift allowance as set out in Table 3 of Schedule 1 - Other Rates and Allowances.

(ii) When an Employee works a broken shift the Employee shall be paid for each broken shift so worked an excess fares allowance as set out in Table 3 of Schedule 1 - Other Rates and Allowances. However, the Bus Driver will not receive an excess fares allowance where:

(I) the break between the bus Driver’s two shifts is less than two and one-half hours inclusive of meal breaks; or

(II) The Bus Driver is permitted to drive the bus, or alternative school vehicle, home during the break between shifts.

(b) Broken Shift and Excess Fares Allowance for Cleaners

(i) Employees working a broken shift as provided for in clause 12.2(c)(ii) shall be paid for each broken shift so worked a shift allowance as set out in Table 3 of Schedule 1 - Other Rates and Allowances.

(ii) When an Employee works a broken shift the Employee shall be paid for each broken shift so worked an excess fares allowance as set out in Table 3 of Schedule 1 - Other Rates and Allowances. Provided that the excess fares allowance shall not be payable to non-resident employees whose break between shifts is less than two and one half hours inclusive of meal breaks or to resident employees.

(c) Broken Shifts and Excess Fares – Child Care Workers

(i) Employees working a broken shift as provided for in clause 12.2(d) shall be paid for each broken shift so worked a shift allowance as set out in Table 3 of Schedule 1 - Other Rates and Allowances.
(ii) When an Employee works a broken shift the Employee shall be paid for each broken shift so worked an excess fares allowance as set out in Table 3 of Schedule 1 - Other Rates and Allowances.

8.10 Shift Allowances – Child Care Workers and Cleaners

(a) Straight Shifts

The following additional allowances for shift work shall be paid to employees classified according to clause 7.2(a) and (e) in respect of work performed during ordinary hours for shifts as defined below:

<table>
<thead>
<tr>
<th>Definition of Shift</th>
<th>Percentage</th>
</tr>
</thead>
<tbody>
<tr>
<td>Early morning shift</td>
<td>Commencing at or after 5.00am and before 6.30am</td>
</tr>
<tr>
<td>Afternoon shift</td>
<td>Finishing after 6.30pm and at or before midnight.</td>
</tr>
<tr>
<td>Night shift, rotating with day or afternoon shift</td>
<td>Finishing subsequent to midnight and at or before 8.00am or any shift commencing at or after midnight and before 5.00am.</td>
</tr>
<tr>
<td>Night shift, non-rotating</td>
<td>A shift system in which night shifts are worked which do not rotate or alternate with another shift so as to give the employee at least one third of the employee’s working time off night shift in each roster cycle.</td>
</tr>
</tbody>
</table>

8.11 Authorised Supervisor Allowance:

An employee classified according to subclause 7.2 (e) (other than a Co-ordinator: Qualified or a Co-ordinator) who is required by the employer to act as an Authorised Supervisor in accordance with the Children and Young Persons (Care and Protection) Act 1998, as amended, shall be paid an amount as set out in Table 3 of Schedule 1 - Other Rates and Allowances. The daily rate for such allowance shall be calculated by dividing the weekly allowance by 5.

8.12 Nurses-Call Back Allowance

(a) A Registered nurse who is called back to duty, with or without notification, shall be paid a minimum of two hours pay at the appropriate rate of each such attendance. Where an employee is recalled to duty, she or he shall be reimbursed all reasonable fares and expenses actually incurred.

(b) A registered nurse called back to duty on overtime shall be paid for a minimum of two hours work at the appropriate overtime rate each time. If the work required is completed in less than two hours, the employee shall be released from duty.
8.13 Meals
Where an Employee is required to work overtime after ordinary working hours in excess of one and one half hours on any day, the Employee shall be supplied with a suitable meal or be paid an amount for a meal as set out in Table 4 of Schedule 1, Allowances.

9. Payment of Wages and Other Conditions

9.1 Payment of Wages
(a) The wages payable to an Employee, other than a Casual Employee, shall be payable at the School’s discretion either fortnightly or half-monthly.

(b) Wages payable to an Employee shall be payable at the School’s discretion, by either cash, cheque or electronic funds transfer into an account nominated by the Employee.

9.2 Stand Down and Averaging
(a) The School may elect to stand down an Employee classified according to clauses 7.2(a), (b), (c) and (f), in accordance with clause 12.3, or to average the Employee’s payment of wages over the year. Provided that this clause does not apply to Employees classified according to clauses 7.2(d) and (e).

(b) When the School elects to average the Employee’s payment of wages in accordance with clause 9.2(a), the rates will be paid in equal instalments throughout the year. The following formula shall be used to determine the appropriate weekly rate:

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

Where:

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

Provided that:

the number of days worked excludes public holidays; and

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

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

\[
\frac{189 + 11}{240} \times \frac{\$32,588}{52.14}
\]

= \[0.8333 \times \$625.01\]

= \$520.82 per week (averaged weekly full-time salary)

To convert to a part-time weekly rate – divide the averaged weekly rate (above) by 38 to obtain an averaged hourly rate. Multiply the averaged hourly rate by the number of hours to be worked by the part-time employee. In the case of a school
assistant part-time loadings should be added to the averaged hourly rate.

\[
\frac{\$520.82}{38} = \$13.71 \text{ per hour}
\]

\[
\$13.71 \times 24 \text{ (i.e. 3 days x 8 hours)} = \$320.64 \text{ per week}
\]

Therefore, the part-time averaged annual salary in this example is $320.64 per week.]

(c) Part time averaged rates shall be calculated by determining the full time averaged salary then dividing by 38 and adding, in the case of School Assistants as classified in clause 7.2(a), a part time loading as prescribed by clause 7.3(d).

(d) The rate of pay of an Employee determined in clause 9.2(b) and (c) shall be the appropriate rate for all purposes. However, such rate shall not be used in the calculation of casual or overtime rates of pay which may be payable to the Employee.

### 9.3 Other Conditions

(a) Where Employees are required to use chemicals or other injurious substances, they shall be supplied with overalls or lab coats, serviceable rubber gloves, and masks free of charge. Protective clothing, uniforms and rubber gloves supplied pursuant to this Agreement shall remain the property of the School and shall be returned upon termination of employment.

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

(c) Employees using chemicals on a regular basis shall be entitled, upon request to have, as a minimum, an annual medical examination. The cost of such examination shall be met by the School.

### 10. Remuneration Package

#### 10.1 Application

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

#### 10.2 Definitions

For the purposes of this clause:

(a) **Benefits** means the benefits nominated by the Employee from the benefits provided by the School and listed in clause 10.4(c);

(b) **Benefit Value** means the amount specified by the School as the cost to the school of the Benefit provided including Fringe Benefit Tax, if any; and

(c) **Fringe Benefit Tax** means tax imposed by the Fringe Benefits Tax Act 1986.

#### 10.3 Conditions of Employment

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

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

(a) the Benefits nominated by the Employee; and

(b) a salary equal to the difference between the Benefit Value and the salary which would have applied to the Employee or under clause 10.3, in the absence of an agreement under this clause 10.4.

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

(i) superannuation;

(ii) other benefits offered by the School.

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

10.5 Impact of Leave

During the currency of an agreement under clause 10.4 the following will apply:

(a) any Employee who takes paid leave on full pay shall receive the Benefits and salary referred to in clause 10.4;

(b) if an Employee takes leave without pay the Employee will not be entitled to any Benefits during the period of leave;

(c) if an Employee takes leave on less than full pay, he or she shall receive a proportional amount of salary based on the full time salary payable during the leave; and

(d) any other payment under this Agreement, calculated by reference to the Employee’s salary, however described, and payable:

(i) during employment; or

(ii) on termination of employment in respect of untaken paid leave; or

(iii) on death,

shall be at the rate of pay which would have applied to the Employee under clause 10.3 in the absence of an agreement under clause 10.4.

11. Superannuation

11.1 Fund

(a) The Non-Government Schools Superannuation Fund shall be made available by the School to all Employees.

(b) The availability of the Non-Government Schools Superannuation Fund shall in no way affect the right of the Employee to nominate the superannuation fund of his or her choice and to have the School pay the Employee’s superannuation into that fund.
11.2 Benefits

(a) Except as provided in clause 11.2(c), (d) and (f), the School must make superannuation contributions in respect of each Employee of such amount as required to ensure that the School does not incur any superannuation guarantee charge (‘SGC’) under the Superannuation Guarantee Administration Act 1992 (Cth) and the Superannuation Guarantee Charge Act 1992 (Cth).

In the case of Employees over 70 years of age for whom the School is not required to contribute the charge percentage, the School will contribute 3% of the Employee’s annual salary inclusive of allowances.

(b) Subject to clause 11.2(d), contributions shall be paid at intervals in accordance with the procedures and subject to the requirements prescribed by the relevant fund or as agreed between the School and the trustees of a fund.

(c) The School shall not be required to make contributions pursuant to this clause in respect of an Employee in respect of a period when that Employee is absent from his or her employment without pay.

(d) Contributions shall commence to be paid from the beginning of the first pay period commencing on or after the Employee’s date of engagement.

(e) The Employee shall advise the School in writing of the Employee’s application to join a fund pursuant to this Agreement.

(f) The School shall make contributions pursuant to this Agreement in respect of:

(i) Casual Employees who earn in excess of the Casual Qualification Amount, calculated in accordance with clause 11.3, during their employment with the School in the course of any year, running from 1 July to the following 30 June (all such Casual Employees are hereinafter called "Qualified Employee"); and

(ii) Qualified Employees in each ensuing year of employment with the School.

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

(g) When a new Employee commences in employment, the School shall advise the Employee in writing of the Employee’s entitlements under this clause 11 and also of the provisions of clause 11.2(d) in the case of an Employee other than a Casual Employee, and clause 11.2(f) in the case of a Casual Employee.

11.3 Casual Qualification Amount

The "Casual Qualification Amount" referred to in clause 11.2(f)(i) is calculated by the following formula:

Level 1 Step 1 - clerical and administrative employee casual hourly rate of pay x 152 or $2,274.00, whichever is the greater.
PART D – Employment Relationship, Termination of Employment, Redundancy and Related Matters

12. Contract of Employment

12.1 Letter of Appointment

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

(a) the classification and rate of pay of the Employee;
(b) the number of hours to be worked each week and the number of weeks to be worked throughout the year;
(c) a statement in relation to superannuation entitlements as required by clause 11.2(g); and
(d) whether the rate of pay is payable during term time only or throughout the year in accordance with clause 9.2(a), (b) and (c).

If there is a requirement to work during pupil vacation periods, the number of such days to be worked shall be clearly specified.

12.2 Hours of work

(a) The School shall fix the Employee's ordinary hours of work and the ordinary time of meal breaks which shall be displayed in a conspicuous place accessible to the Employees and such hours shall not be changed for work done outside the fixed hours unless seven days’ notice of any change of hours is given by the School to the Employee; provided that such seven days’ notice shall not be required if any change of hours is by mutual agreement between the School and the Employee.

(b) School Assistants, Clerical and Administrative Staff and Maintenance Staff

(i) The ordinary hours of School Assistants and Clerical and Administrative Staff and Maintenance Staff as classified according to clause 7.2(a) and (b) and (c) exclusive of meal breaks, shall not exceed an average of 38 hours per week to be worked in five days, Monday to Friday inclusive.

(ii) A grounds and green keeping Employee classified in accordance with clause 7.2(c) may be required to perform work up to 12 noon on Saturday only on essential watering duties or marking playing field areas which cannot be performed Monday to Friday. This work will be regarded as ordinary hours if the Employee is allowed, without loss of pay, equivalent time off during the following week, provided that there must be mutual agreement as to when such time off will be taken.

(iii) Where a bus driver works a broken shift on any given day, the bus driver shall be entitled to a minimum payment of two hours pay for each start, provided that the bus driver shall not be required to work more than two shifts as part of the broken shift arrangement. Where a bus driver works a broken shift he/she shall be paid the allowances set out in clause 8.9(a) as applicable. In the event that a bus driver starts work only once in a given day, that bus driver shall be entitled to a minimum payment of three hours pay for that start.
(iv) The School may request, but not require, a Part-Time Employee to work additional hours in accordance with the provisions of this clause 12.2(b)(iv).

(I) Where the Employee's wages are averaged in accordance with clause 9.2(b) and (c), the Employee shall be paid for all such additional hours at the casual rate in accordance with clause 7.4, provided that such hours fall within the spread of ordinary hours as set out in clause 12.2 and do not result in the Employee working more than 8 hours on that day. Where additional hours are worked on a day the Employee is already attending for work, the minimum casual start of three hours shall not apply.

(II) Where the Employee's wages are not averaged, the Employee shall be paid for all such hours at their normal hourly rate of pay, provided that such hours fall within the spread of ordinary hours as set out in clause 12.2 and do not result in the employee working more than 8 hours on that day.

(c) Cleaners

(i) The ordinary hours of Employees classified according to clause 7.2(d), exclusive of meal breaks, shall not, without payment of overtime, exceed an average of 38 hours per week to be worked in five days, Monday to Friday inclusive.

(ii) The ordinary hours of day worker cleaners shall be worked between the hours of 6.30 a.m. and 6.00 pm., Monday to Friday inclusive, and may be worked in two shifts daily, subject to payment of a broken shift and excess fares allowances provided in clause 8.9(b) as applicable. Provided that on each day, Monday to Friday inclusive, 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 times, if mutually agreed to between the employer and the cleaner.

(d) Child Care Workers

(i) The ordinary working hours, inclusive of crib breaks, for a child care worker classified according to clause 7.2(e), shall not, without payment of overtime, exceed an average of thirty eight per week. Such hours shall be worked as follows:

(I) Day Workers - Between the hours of 6.30 a.m. and 6.30 p.m., Monday to Friday inclusive. The above hours shall be worked on each day in either one or two shifts provided that the total hours worked on any day shall not exceed the applicable hours without payment for overtime.

(II) Shift Workers – Straight fixed shifts as defined in clause 8.10(a), of 38 hours per week to be worked on five days of the week, Monday to Sunday inclusive.

(e) Nurses

(i) The ordinary hours of work for a Nurse classified according to clause 7.2(f), inclusive of meal times, shall be 152 hours per four week cycle and shall not exceed an average of 38 hours per week. The spread of hours shall not exceed twelve in any one day.

Rostered ordinary hours include the period where the Nurse is required to be available for duty other than a period overnight when the Nurse is sleeping on the premises. Both parties recognise the need for flexibility in this area of employment.
12.3 Pupil Vacation Periods

This clause 12.3 only applies to employees classified School Assistants according to clause 7.2 (a), Clerical Staff and Administrative Staff according to clause 7.2 (b) Maintenance, Grounds and Green Keeping, Canteen and Uniform Shop staff, and Bus Drivers according to clause 7.2(c) and Nurses according to clause 7.2(f). Note: This clause does not apply to an Employee classified according to clause 7.2(d) or (e).

(a) An Employee classified according to clause 7.2(a), (b), (c) and (f), may be stood down on leave of absence without pay during all pupil vacation periods when no work is available. Provided that the contract of employment shall be deemed not to have been broken for the purposes of this Agreement and/or any other relevant statute by such leave of absence during pupil vacation periods. Any public holidays falling within such period of stand down on leave of absence without pay shall be paid at ordinary rate if they fall on a day which the Employee normally works.

(b) Where the employment of an Employee is terminated by the School in accordance with the provisions of clause 13.1 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 School 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.

(c) In accordance with the Employee’s letter of offer of appointment, an Employee may be required to work during pupil vacation periods during which the Employee is ordinarily stood down. If the Employee’s letter of appointment does not specifically designate the period required to be worked during pupil vacation periods, the Employee shall be given eight weeks’ notice of such requirement to work prior to the commencement of the pupil vacation period. The Employee may be required to work during the ordinary hours and days which the person normally works, provided that the Employee may agree to work on different days or for different hours or with a lesser period of notice.

(d) An Employee required to work as outlined in clause 12.3(c) (where the period required to be worked is not specifically designated in the Employee’s letter of appointment) shall be paid at casual rates in addition to any other remuneration received if the employee is paid an averaged rate of pay pursuant to clause 9.2(b).

An Employee not stood down during school vacation periods prior to the making of this Agreement shall not be stood down after the making of this Agreement unless he or she agrees in writing.

12.4 Meal Breaks

(a) A meal break of not more than one hour nor less than half an hour shall be allowed to Employees each day for lunch and/or an evening meal where work continues after 6.00pm. This meal break shall be at a time mutually agreed upon between the School and the Employee.

(b) All Employees shall be allowed a rest break of ten minutes daily and this break shall be counted as time worked.

(c) Notwithstanding the provisions of clause 12.4(a), where Employees classified under subclause 7.2(e) of this Agreement are required to remain on the premises during lunch, they shall, in lieu of a meal break, receive a crib break of not more than thirty minutes nor less than twenty minutes, and such time shall be counted as time worked.
12.5 Overtime

(a) Subject to the provisions of clause 12.5(e) the School may require an Employee to work reasonable overtime at overtime rates, or as otherwise provided in clause 12.5(c). All time required by the School to be worked outside the ordinary hours of work prescribed by clause 12.2, shall be classified as overtime and shall be paid for at the unaveraged rate of time and one half for the first two hours and double time thereafter. In computing overtime, each day shall stand alone.

(b) All overtime worked by an Employee classified according to clauses 7.2(a),(b),(c),(d) and (e), between midnight Friday and midnight Sunday shall be paid at the rate of double time.

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

(i) An Employee may only be released from duty in lieu of payment for overtime at the request of the Employee and with the agreement of the School. Such agreement shall be in writing and be kept with the time and wages records.

(ii) An Employee may not accumulate more than 20 hours to be taken as leave in lieu of overtime payment and shall be taken within four weeks of the accrual. Where such leave is not taken in this period it shall be paid for at the appropriate overtime rate.

(iii) This provision shall only apply in respect of overtime worked between Monday to Friday inclusive. Normal penalties for overtime worked on Saturday and Sunday shall apply for those days. Provided that this clause 12.5(c)(iii) does not apply to grounds and green keeping employees required to perform work up to 12 noon on a Saturday in accordance with clause 12.2(b)(ii).

(d) Where:

(i) An Employee is required to attend the School’s premises for a reason other than carrying out rostered duties after leaving the place of employment; and

(ii) the duty is not continuous with completion of ordinary working hours, the Employee shall be paid a minimum of two hours’ pay at the relevant rate. The taking of a meal break shall not of itself mean that the duty is not continuous.

(e) 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.

(f) For the purpose of clause 12.5(e), what is unreasonable or otherwise will be determined having regard to:

(i) any risk to Employee health or safety;

(ii) the Employee’s personal circumstances including any family and carer responsibilities;

(iii) the needs of the School;

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

(v) any other relevant matter.
(g) Where hours are rostered in accordance with clauses 12.2 such hours cannot properly be regarded as overtime.

13. Termination of Employment

13.1 Notice of Termination

(a) Except for the first month of employment, the employment of a full-time or part-time employee may be terminated by either party by giving notice to the other party as set out in the following table "Period of Notice", or by the payment or forfeiture of the equivalent wages in lieu of notice.

(b) Period of Notice

<table>
<thead>
<tr>
<th>Years of Continuous Service</th>
<th>Notice Period</th>
</tr>
</thead>
<tbody>
<tr>
<td>Up to 3 years of service</td>
<td>2 weeks minimum</td>
</tr>
<tr>
<td>More than 3 years but not more than 5 years</td>
<td>3 weeks minimum</td>
</tr>
<tr>
<td>More than 5 years</td>
<td>4 weeks minimum</td>
</tr>
</tbody>
</table>

(c) In addition to the notice periods specified in paragraph (a) of this subclause, employees aged over 45 years are entitled to one additional week’s notice from the employer.

(d) During the first month of employment, the employment of a Full-Time or Part-Time Employee may be terminated by one week’s notice given by either the School or the Employee, or by the payment or forfeiture, as the case may be, of one week’s wages in lieu of notice.

(e) In the case of a Casual Employee, one day's notice shall be given by either party.

13.2 Forfeiture

If an Employee fails to give notice in accordance with clause 13.1(a), (b) and (c) the School may deduct an amount equal to the salary for the period of notice not given from any payments to be made to the Employee on termination, including any annual leave or long service leave payments, and any outstanding balance becomes a debt due.

13.3 Statement of Service

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

14. CONSULTATION AND REDUNDANCY

14.1 This Clause 14, Consultation and Redundancy, shall apply in respect of full-time and part-time Employees employed in the classifications specified by the Agreement.
(a) The provisions of clause 14.4 to 14.14 of this Clause 14 shall only apply to the school if it employs 15 or more Employees immediately prior to the termination of employment of the Employees.

(b) The provisions of subclauses 14.4 to 14.14 of this Clause 14, shall not apply where employment is terminated as a consequence of conduct that justifies instant dismissal, including malingering, inefficiency or neglect of duty, or in the case of casual teachers, apprentices or teachers engaged for a specific period of time or for a specified task or tasks or where employment is terminated due to the ordinary and customary turnover of labour.

14.2 SCHOOLS DUTY TO NOTIFY AND DISCUSS

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

(b) ‘Significant effects’ include termination of employment, major changes in the composition, operation or size of the schools 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.

14.3 DISCUSSIONS WITH EMPLOYEES AND THEIR REPRESENTATIVES

(a) The school shall discuss with the Employees affected by the introduction of such changes, and the union to which they belong, the introduction of the changes, the likely effect on the Employees, and the measures taken to avert or mitigate the adverse effects of such changes, as soon as is practicable after the school has made the decision outlined in subclause 14.2(a).

(b) The Employees may appoint a representative for the procedures outlined in this Clause 14.3. If an Employee appoints, (or Employees appoint) a representative for the purposes of consultation and the Employee (or Employees) advise the school of the identity of the representative, the school must recognise that representative. Where an Employee is a member of a union, the union will be that Employee’s representative unless the Employee appoints another person or revokes the union’s status as their representative.

(c) For the purposes of those discussions the school shall provide, in writing, to the Employees concerned all relevant information about the proposed changes, including the reasons for, and the nature of, the proposed changes, the number and categories of Employees likely to be affected, information about the expected effects of the changes on the Employees, and any other matters likely to affect the Employees. This information shall be provided as soon as soon as
practicable after the school has made the decision outlined in subclause 14.2(a), provided that any school shall not be required to disclose confidential or commercially sensitive information.

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

14.4 NOTICE FOR CHANGES IN PRODUCTION, PROGRAM, ORGANISATION OR STRUCTURE

(a) This clause sets out the notice provisions to be applied to terminations by the school for reasons arising from production, program, organisation or structure in accordance with clause 14.2. The provisions of this clause 14.4, only apply to a school if it employs 15 or more Employees immediately prior to the termination of employment of any Employees.

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

<table>
<thead>
<tr>
<th>Period of continuous service</th>
<th>Period of Notice</th>
</tr>
</thead>
<tbody>
<tr>
<td>Less than 1 year</td>
<td>1 week</td>
</tr>
<tr>
<td>1 year and less than 3 years</td>
<td>2 weeks</td>
</tr>
<tr>
<td>3 years and less than 5 years</td>
<td>3 weeks</td>
</tr>
<tr>
<td>5 years and over</td>
<td>4 weeks</td>
</tr>
</tbody>
</table>

(c) 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.

(d) 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.

14.5 Notice for Technological Change

This subclause 14.5 sets out the notice provisions to be applied to terminations by the school for reasons arising from 'technology' in accordance with subclause 14.2(a).

(a) In order to terminate the employment of an Employee the school shall give to the Employee three months notice of termination.
(b) 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.

(c) The period of notice required by this subclause to be given shall be deemed to be service with the school for the purposes of the Long Service Leave Act 1955, the Annual Holidays Act 1944, or any Act amending or replacing either of these Acts.

14.6 Time off during the notice period

(a) During the period of notice of termination given by the school 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.

(b) If the Employee has been allowed paid leave for more than one day during the notice period for the purpose of seeking other employment, the Employee shall, at the request of the school, be required to produce proof of attendance at an interview or the Employee shall not receive payment for the time absent.

14.7 Employee leaving during the notice period

If the employment of an Employee is terminated (other than for misconduct) before the notice period expires, the Employee shall be entitled to the same benefits and payments under this clause 14 had the Employee remained with the school until the expiry of such notice. Provided that in such circumstances the Employee shall not be entitled to payment in lieu of notice.

14.8 Statement of employment

The school 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.

14.9 Notice to Commonwealth Employment Service

Where a decision has been made to terminate Employees, the school shall notify the Commonwealth Employment Service thereof 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.
14.10 Department of Social Security Employment Separation Certificate

The school 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.

14.11 Transfer to lower paid duties

Where an Employee is transferred to lower paid duties for reasons set out in clause 14.2, 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 school may at the school’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.

14.12 SEVERANCE PAY

(a) The provisions of this subclause 14.12 only apply to a school if it employs 15 or more Employees immediately prior to the termination of employment of Employees. Where an Employee is to be terminated pursuant to subclause 14.2, the school shall pay the following severance pay in respect of a continuous period of service:

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

<table>
<thead>
<tr>
<th>Years of Service</th>
<th>Under 45 Years of Age</th>
</tr>
</thead>
<tbody>
<tr>
<td>Less than 1 year</td>
<td>Nil</td>
</tr>
<tr>
<td>1 year and less than 2 years</td>
<td>4 weeks</td>
</tr>
<tr>
<td>2 years and less than 3 years</td>
<td>7 weeks</td>
</tr>
<tr>
<td>3 years and less than 4 years</td>
<td>10 weeks</td>
</tr>
<tr>
<td>4 years and less than 5 years</td>
<td>12 weeks</td>
</tr>
<tr>
<td>5 years and less than 6 years</td>
<td>14 weeks</td>
</tr>
<tr>
<td>6 years and over</td>
<td>16 weeks</td>
</tr>
</tbody>
</table>
Where an Employee is 45 years old or over, the entitlement shall be in accordance with the following scale:

<table>
<thead>
<tr>
<th>Years of Service</th>
<th>45 Years of Age and Over</th>
</tr>
</thead>
<tbody>
<tr>
<td>Less than 1 year</td>
<td>Nil</td>
</tr>
<tr>
<td>1 year and less than 2 years</td>
<td>5 weeks</td>
</tr>
<tr>
<td>2 years and less than 3 years</td>
<td>8.75 weeks</td>
</tr>
<tr>
<td>3 years and less than 4 years</td>
<td>12.5 weeks</td>
</tr>
<tr>
<td>4 years and less than 5 years</td>
<td>15 weeks</td>
</tr>
<tr>
<td>5 years and less than 6 years</td>
<td>17.5 weeks</td>
</tr>
<tr>
<td>6 years and over</td>
<td>20 weeks</td>
</tr>
</tbody>
</table>

‘Weeks Pay’ means the all purpose rate of pay for the Employee concerned at the date of termination, and shall include, in addition to the ordinary rate of pay, over Agreement payments, shift penalties and allowances provided for in the relevant Agreement.

14.13 Incapacity to Pay

Subject to an application by the school and further order of the Commission, a school may pay a lesser amount (or no amount) of severance pay than that contained in clause 14.12.

The Commission shall have regard to such financial and other resources of the school concerned as the Commission thinks relevant, and the probable effect paying the amount of severance pay in subclause 14.12 above will have on the school.

14.14 Alternative Employment

Subject to an application by the school and further order of the Commission, a school may pay a lesser amount (or no amount) of severance pay than that contained in subclause 14.12 if the school obtains acceptable alternative employment for an Employee.
PART E – Leave

15. Annual leave

15.1 Definition

For the purposes of this clause 15:

(a) ‘School Service Date’ means the usual commencement date of employment at the School for Employees who are employed by the School and who commence work on the first day of the first term; and

(b) ‘Employee’ means any Employee other than a Casual Employee.

15.2 Annual Leave Payment

(a) All Employees, other than Casual Employees, shall receive four weeks’ paid annual leave in accordance with the Act, such leave normally to be taken during the summer pupil vacation period which falls immediately after Term 4 each year.

(b) A leave loading equivalent to 17.5 per cent of four weeks’ salary shall be paid to an Employee, other than a Casual Employee, who has completed twelve months’ continuous service with the School.

(c) The loading is the amount payable for the period of leave at the rate of 17.5 per cent of the Employee’s weekly rate of pay as established by clause 7.1 by which the Employee was employed immediately before commencing the annual holiday. The loading shall not include any allowances or any other payments prescribed by this Agreement with the exception of the Qualification Allowance for cleaners prescribed in clause 8.5.

(d) No loading is payable to an Employee who takes annual leave prior to the date on which the Employee would have completed twelve months’ continuous service with the School. Provided that, if the Employee continues until the day when they would have completed twelve month’s continuous service with the School, the loading then becomes payable in respect of the period of such leave and is to be calculated in accordance with clause 15.2(c).

(e) Notwithstanding the provisions of clause 15.2(d), an Employee shall be paid an annual leave loading where the annual leave is taken by the Employee prior to the completion of twelve month’s service, by agreement with the School, during the summer pupil vacation period. The Employee shall be entitled to the fraction of four weeks’ holiday 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.

15.3 Cashing out of Annual Leave

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

(i) the Employee elects to cash out the accrued annual leave;

(ii) The Employee cashes out up to a maximum of two (2) weeks annual leave during each year of employment.
(iii) the Employee provides a written election to the School stating that the Employee wishes to cash out the accrued annual leave; and

(iv) the School, in its discretion, authorises the Employee to cash out the accrued annual leave.

(b) If an Employee cashes out an amount of accrued annual leave in accordance with this clause:

(i) the School will, within a reasonable time, give the Employee the amount of pay they would have received if they had taken the annual leave that the Employee cashed out; and

(ii) the Employee will no longer be entitled to the annual leave they have cashed out.

15.4 Termination of Employment

(a) Where the employment of an Employee is terminated by the School for a cause other than misconduct, and at the time of the termination the Employee has not been given and has not taken the whole annual leave to which the Employee became entitled, the Employee shall be paid a loading calculated in accordance with clause 15.2(c), for the period not taken.

(b) Where an Employee whose employment ceases is paid in accordance with clause 9.2(a) and (b), and the total amount received by the Employee during that school year since the School Service Date or the date of commencement of employment of the Employee (if after the School Service Date that year) is less than such amount the Employee would have earned if their salary had not been averaged in accordance with clause 9.2(b), then the Employee shall be paid on termination the difference between the averaged amount paid and such higher amount.

(c) Except as provided in clause 15.3(a), no loading is payable on the termination of an Employee’s employment. Therefore, an Employee who resigns has no entitlement to receive leave loading.

(d) The provisions of the Act shall apply with respect to pro-rata payment on termination.

15.5 Saving Provision for Registered Nurses

All registered nurses who commenced employment prior to 1 December 2005, other than casual nurses, shall receive nine weeks paid annual leave in accordance with the Act, such leave normally to be taken during the summer pupil vacation period which falls immediately after Term 4 each year.

16. Sick Leave

16.1 Entitlement

An Employee, with the exception of a Casual Employee, shall be entitled to ten days’ sick leave during each year of service.

(a) Employees shall not be entitled to paid leave of absence for any period in respect of which the Employee is entitled to payment under the Worker’s Compensation Act 1987.
(b) The Employee shall notify the Principal of the School, or other such person deputised by the Principal, of the general nature of the injury or illness and the estimated duration of the absence, where practicable, prior to the commencement of the first organised school activity on that day.

(c) The School may require the Employee to provide such evidence as the School or school medical officer may desire that the Employee was unable, by reason of such illness or injury to attend for duty on the day or days for which sick leave is claimed.

(d) For the purposes of this clause 16 ‘day’ means the number of hours which the Employee would have worked on that day if not absent.

16.2 Accumulation of Sick Leave

(a) If all sick leave is not taken in a year, the untaken part shall accumulate from year to year. Sick leave will accumulate indefinitely.

(b) Sick leave accumulated by the Employee prior to 1 February 2009 will be taken into account in determining the Employee’s accumulated sick leave entitlements.

(c) If a public holiday as defined in clause 22 occurs during an Employee’s absence on sick leave then such public holiday shall not be counted as sick leave.

16.3 Part Time Employees

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

17. Carer’s Leave

17.1 Use of Sick Leave

(a) A Full-Time or Part-Time Employee with responsibilities in relation to a class of person set out in clause 17.1(c)(ii) who needs the Employee’s care and support shall be entitled to use, in accordance with this clause 17.1, any current or accrued sick leave entitlement provided for at clause 16, for absences to provide care and support for such persons when they are ill, or who require care due to an unexpected emergency. Such leave may be taken for part of a single day.

[Notation: In the event that more than 10 days sick leave in any year is to be used for caring purposes, the School and the Employee shall discuss appropriate arrangements which, as far as practicable, take account of the School’s and Employee’s requirements. Where the parties are unable to reach agreement the disputes procedure at clause 6 should be followed.]

(b) The Employee shall, if required by the School, establish either by production of a medical certificate, statutory declaration by the Employee, written statement or other evidence that:

(i) the person concerned is ill and requires care; or
(ii) the nature of the emergency and that such emergency resulted in the person concerned requiring the Employee's care.

In normal circumstances, an Employee shall not take carer's leave under this clause 17.1 where another person has taken leave to care for a person referred to in clause 17.1(c)(ii).

(c) The entitlement to use sick leave in accordance with this clause 17.1 is subject to:

(i) the Employee being responsible for the care and support of the person concerned; and

(ii) the person concerned being:

(A) a member of the Employee's immediate family; or

(B) a member of the Employee's household.

The term 'immediate family' includes:

(I) a spouse (including former spouse, a de facto spouse and a former de facto spouse) of the Employee. A de facto spouse, in relation to a person, means a person of the opposite sex to the first mentioned person who lives with the first mentioned person as the husband or wife of that person on a genuine domestic basis although not legally married to the person; and

(II) a child or adult child (including an adopted child, a step child, a foster child or an ex-nuptial child), a parent (including a foster parent or legal guardian), grandparent, grandchild or sibling of the Employee or spouse of the Employee.

(d) The Employee shall not be entitled to paid carer's leave unless he or she notifies the School of the need for carer's leave and the estimated period of absence at the first available opportunity and, where possible, before the first organised activity at the School on the day of absence. The Employee will have sick leave credits available to the extent of the leave to be taken.

(e) Notwithstanding clause 17.1(a), a Part-Time Employee is only entitled to an amount of carer's leave in the same proportion the hours of a Part-Time Employee bears to the hours of a Full-Time Employee.

(f) Any carer's leave taken in accordance with this clause shall be deducted from the sick leave entitlement of the Employee in accordance with clause 16 Sick Leave.

17.2 Unpaid Carer's Leave

An Employee may elect, with the consent of the School, to take unpaid carer's leave for the purpose of providing care and support to a member of a class of person set out in clause 17.1(c)(ii) above who is ill or requires care due to an unexpected emergency.

17.3 Use of Annual Leave

(a) An Employee may elect, with the consent of the School, to take annual leave not exceeding ten days in single-day periods, or part thereof, in any calendar year at a time or times agreed by the parties.

(b) Access to annual leave, as prescribed in clause 15.2(a), shall be exclusive of any shutdown period provided for elsewhere under this Agreement.
(c) An Employee and the School may agree to defer payment of annual leave loading in respect of single day absences, until at least five annual leave days are taken.

(d) An Employee may elect with the School’s agreement to take annual leave at any time within a period of 24 months from the date at which it falls due.

17.4 Time Off in Lieu of Payment for Overtime

(a) An Employee may elect, with the consent of the School, to take time off in lieu of payment for overtime at a time or times agreed with the School within 12 months of the said election.

(b) Overtime taken as time off during ordinary hours shall be taken at the ordinary time rate, that is an hour for each hour worked.

(c) If, having elected to take time as leave in accordance with clause 17.4(a), and if, for whatever reason, the leave is not taken, payment for time accrued at overtime rates shall be made at the expiry of 12 months period or on termination.

(d) Where no election is made in accordance with clause 17.4(a), the Employee shall be paid overtime rates in accordance with this Agreement.

17.5 Make-up Time

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

17.6 Carer’s Entitlement for Casual Employees

(a) Subject to the evidentiary and notice requirements in clause 17.1(b) and (d) Casual Employees are entitled to not be available to attend work, or to leave work if they need to care for a person prescribed in clause 17.1(c)(ii) who is sick and requires care and support, or who requires care due to an unexpected emergency, or the birth of a child.

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

(c) The School must not fail to re-engage a Casual Employee because the Employee accessed the entitlements provided for in this clause 17.6. The rights of the School to engage or not to engage a Casual Employee are otherwise not affected.

17.7 Unpaid Carer’s Leave under Fair Pay Standard

(a) Under the Australian Fair Pay and Conditions Standard in the Act and subject to the conditions set out in that Act (including that any entitlement to paid personal/carer’s leave has been exhausted), an Employee, including a Casual Employee, is entitled to a period of up to two days’ unpaid carer’s leave for each occasion when a member of the class of persons described in clause 17.1(c)(ii) above requires case or support during such a period because of:

(i) a personal illness, or injury, of the member; or

(ii) an unexpected emergency affecting the member.
18. Parental Leave

18.1 General

Employees are entitled to take parental leave in accordance with the provisions of the Act, subject to the limitations and conditions contained in that Act.

18.2 Maternity Leave

(a) An Employee who takes unpaid maternity leave under the provisions of the Act must be paid under this clause 18.2.

(b) The amount of paid leave for an Employee shall be fourteen weeks.

(c) If an Employee has taken a previous period of maternity leave, the Employee is not entitled to the benefit described in this clause 18.2 for a consecutive period of maternity leave unless the Employee returns to work at the School following the previous period of maternity leave. However, the Employee will be entitled to unpaid maternity leave in accordance with section 266 of Part 7, Division 6, Parental Leave, of the Workplace Relations Act 1996.

(d) The Employee must be paid at the rate the Employee was paid at the time of commencing leave.

(e) The Employee must be paid:

(i) at the usual times and intervals that other Employees are paid at the school, or

(ii) if the Employee asks, two weeks in advance and if the School agrees, in a lump sum.

(f) The School must pay the first or lump sum payments at the pay period commencing closest to:

(i) six weeks before the anticipated date of birth, or

(ii) if the birth occurs before the time referred to clause 18.2(f)(i), the date of the birth; or

(iii) if the Employee has not commenced maternity leave at the time referred to in clause 18.2(f)(i), when the Employee commences leave.

(g) If an Employee's pregnancy is terminated other than by the birth of a living child:

(i) more than 20 weeks before the anticipated date of birth, the Employee is not entitled to the payment;

(ii) less than 20 weeks before the anticipated date of birth, the Employee is entitled to the payment while she remains on leave.

(h) The period of maternity leave will not count as a period of service under this Agreement or any statute.

(i) An Employee must give notice of the intention to take maternity leave, and provide other notice and documentation, as required by the Act.

[Notation:

(i) Where possible maternity leave should preferably commence on the day following the last teaching day of a term and conclude on the day preceding the first teaching day of a term. However this does not diminish the right of an
Employee to proceed on leave on the date she nominates in accordance with the Act.

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

18.3 Paternity Leave
(a) An Employee who takes unpaid paternity leave under the provisions of the Act must be paid under this clause 18.3.

(b) An Employee shall be entitled to two weeks’ paid leave commencing on the day of birth of his child or on the day on which his spouse leaves hospital following the birth. This paid leave is to be deducted from Carer’s Leave available to the Employee pursuant to clause 17 of this Agreement (NB: spouse means a spouse as defined in clause 17.1(c)(ii)(B) Carer’s Leave).

(c) An Employee must give notice of the intention to take paternity leave, and provide other notice and documentation, as required by the Act.

(d) A period of unpaid paternity leave will not count as a period of service under this Agreement or any statute.

18.4 Adoption Leave
(a) An Employee who takes unpaid adoption leave under the provisions of the Act must be paid under this clause 18.4.

(b) An Employee shall be entitled to fourteen weeks’ paid leave for the purpose of adopting any child as defined in the Act provided that if the Employee takes a period of adoption leave under the Act which is less than fourteen weeks, the Employee shall be entitled to that lesser amount of paid leave.

(c) The payment prescribed in clause 18.4(b) above shall only be payable in respect of one adopting parent of a child.

(d) The period of paid adoption leave will not count as a period of service under this Agreement or any statute.

(e) An Employee must give notice of the intention to take adoption leave, and provide other notice and documentation, as required by the Act.

18.5 Casual Employees
(a) A School must not fail to re-engage a regular Casual Employee because:
   
   (i) the Employee or Employee’s spouse is pregnant; or

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

(b) The rights of the School in relation to engagement and re-engagement of Casual Employees are not affected, other than in accordance with this clause.

18.6 Right to Request
(a) An Employee entitled to parental leave may request that the School allow the Employee:
(i) to extend the period of simultaneous parental leave use up to a maximum of eight weeks;

(ii) to extend the period of unpaid parental leave for a further continuous period of leave not exceeding 12 months; or

(iii) to return from a period of parental leave on a part-time basis for the purpose of assisting the Employee care for a child.

(b) The School shall consider the request having regard to the Employee’s circumstances and, provided the request is genuinely based on the Employee’s parental responsibilities, may only refuse the request on reasonable grounds related to the effect on the workplace or the School’s business. Such grounds might include cost, lack of adequate replacement staff, loss of efficiency and the impact on customer service.

(c) The Employee’s request and the School’s decision made under clause 18.6(b) must be recorded in writing.

(d) Where an Employee wishes to make a request under clause 18.6(a)(iii), such a request must be made as soon as possible before the date on which the Employee is due to return to work from parental leave.

18.7 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 School shall take reasonable steps to:

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

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

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

(c) The Employee shall also notify the School of changes of address or other contact details which might affect the School’s capacity to comply with clause 18.7(a).

19. Long Service Leave

19.1 Applicability of the Long Service Leave Act 1955 (NSW)

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

19.2 Quantum of Leave

Subject to clause 19.3, the amount of long service leave to which an employee shall be entitled shall:

(a) in the case of an Employee who has completed ten years’ service be in respect of such service, 10.5 weeks;
(b) in respect of each additional five years of service with the School since the Employee last became entitled to long service leave, 5.25 weeks;

(c) on the termination of the Employee’s services, in respect of the number of years’ service with the School completed since the Employee last became entitled to an amount of long service leave, a proportionate amount on the basis of 1.05 weeks for each completed year of service; and

(d) in the case of an Employee who has completed five years’ adult service with the School and whose services with the School are terminated or cease for any reason other than misconduct be a proportionate amount on the basis of 10.5 weeks for ten year’s service (such service to include service with the employer as an adult and otherwise than as an adult).

19.3 Calculation of Entitlement

The amount of long service leave to which the Employee shall be entitled shall be the sum of the following amounts:

(a) Employees classified as School assistants, Clerical and Administration Staff as defined in clause 7.2 (a) and (b):

(i) the amount calculated on the basis of the provisions of the Long Service Leave Act 1955 in respect of the period of service before 1 May 1995; and

(ii) an amount calculated on the basis of the provisions of this clause from 1 May 1995.

(b) Employees classified as Maintenance, Grounds and Green keeping, Canteen and Uniform Shop staff, Bus Drivers and Preschool Staff, Cleaners and Nurses as defined in clause 7.2 (c), (d), (e) and (f):

(i) the amount calculated on the basis of the provisions of the Long Service Leave Act 1955 in respect of the period of service before 1 January 2010; and

(ii) an amount calculated on the basis of the provisions of this clause from 1 January 2010.

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<thead>
<tr>
<th>Classification</th>
<th>In respect of the period</th>
<th>Calculation of long service leave</th>
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<tbody>
<tr>
<td>School Assistants, Clerical and Administration Staff</td>
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<td>0.866 weeks per year of service</td>
</tr>
<tr>
<td></td>
<td>After 1 May 1995</td>
<td>1.05 weeks per year of service</td>
</tr>
<tr>
<td>Maintenance, Grounds and Green keeping, Canteen and Uniform Shop staff, and Bus Drivers</td>
<td>Before 1 January 2010</td>
<td>0.866 weeks per year of service</td>
</tr>
<tr>
<td></td>
<td>After 1 January 2010</td>
<td>1.05 weeks per year of service</td>
</tr>
<tr>
<td>Preschool Staff</td>
<td>Before 1 January 2010</td>
<td>0.866 weeks per year of service</td>
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<tr>
<td></td>
<td>After 1 January 2010</td>
<td>1.05 weeks per year of service</td>
</tr>
<tr>
<td>Cleaners</td>
<td>Before 1 January 2010</td>
<td>0.866 weeks per year of service</td>
</tr>
<tr>
<td></td>
<td>After 1 January 2010</td>
<td>1.05 weeks per year of service</td>
</tr>
</tbody>
</table>
### 19.4 Condition of Taking Leave

Any long service leave shall be inclusive of any public holidays falling within the period of such leave. Pupil vacation days which the Employee is not normally required to work and which fall within the period of long service leave shall not be charged against long service leave.

### 19.5 No Break in Service

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

### 19.6 Payment in lieu of Long Service Leave

(a) An Employee with 10 years’ continuous service with the School may cash out an amount of accrued but untaken long service leave on the following basis:

(i) the Employee elects to cash out the accrued long service leave;

(ii) the Employee provides a written election to the School stating that the Employee wishes to cash out the accrued long service leave; and

(iii) the School, in its discretion, authorises the Employee to cash out the accrued long service leave.

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

(i) the School will, within a reasonable time, give the Employee the amount of pay they would have received if they had taken the long service leave that the Employee cashed out; and

(ii) the Employee will no longer be entitled to the long service leave they have cashed out.

### 20. Compassionate Leave

#### 20.1 Paid Compassionate Leave

(a) An Employee will be entitled to paid compassionate leave in accordance with the Act and subject to the terms of the Act.

(b) For the purposes of this clause, compassionate leave is paid leave taken by an Employee:

- or the purposes of spending time with a person who:
  
  (i) is a member of the Employee’s immediate family or a member of the Employee’s household; and

  (ii) has a personal illness, or injury, that poses a serious threat to his or her life; or
(iii) after the death of a member of the Employee’s immediate family or a member of the Employee’s household.

(c) Subject to clauses 20.1(e) and (f) a Full-Time or Part-Time Employee is entitled to a period of two days of compassionate leave for each occasion when a member of the Employee’s immediate family or a member of the Employee’s household (as defined in clause 17.1(c)(ii))

(i) contracts or develops a personal illness that poses a serious threat to his or her life; or

(ii) sustains a personal injury that poses a serious threat to his or her life.

(d) Subject to clauses 20.1(e) and (f), a Full-Time or Part-Time Employee is entitled to a period of three days of compassionate leave for each occasion when a member of the Employee’s immediate family or a member of the Employee's household (as defined in clause 17.1(c)(ii)) dies.

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

(f) Subject to clause 20.1(g), an Employee shall not be entitled to compassionate leave under this clause during any period in respect of which the Employee has been granted other leave.

(g) Compassionate leave may be taken in conjunction with leave available under clause 17. In determining such a request the School will give consideration to the circumstances of the Employee and the reasonable operational requirements of the School.

20.2 Unpaid Bereavement Leave – Casual Employees

(a) Casual Employees are entitled to not be available to attend work, or to leave work upon the death in Australia of a person prescribed in clause 17.1(c)(ii) - Carer’s Leave, provided that an Employee may be required to provide the School with satisfactory evidence of such death..

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

(c) The School must not fail to re-engage a Casual Employee because the Employee accessed the entitlements provided for in this clause. The rights of the School to engage or not engage a Casual Employee are otherwise not affected.

21. Jury Service

(a) A Full Time or Part-Time Employee required to attend for jury service during ordinary working hours shall be provided with paid leave for this purpose. The Employee shall be required to reimburse to the School any monies payable to the Employee for such attendance (excluding reimbursement of expenses) which required the Employee’s absence from the School.
(b) The Employee shall notify the School as soon as possible of the date upon which he or she is required to attend for jury service. The Employee shall provide to the School a copy of the summons to attend jury duty and a record of payments received as proof of attendance.

22. Public Holidays

(a) The days on which the following holidays are observed shall be holidays, namely: New Years Day, Australia Day, Good Friday, Easter Saturday, Easter Monday, Anzac Day, Queen’s Birthday, Eight Hour Day, Christmas Day and Boxing Day, together with any day which may hereafter be proclaimed as a public holiday throughout the whole State of New South Wales. In addition to the holidays specified in this clause, an employee shall be entitled to one additional day as a holiday in each calendar year. Such additional holiday shall be observed on the day when the majority of employees in an establishment observe a day as an additional holiday or on another day mutually agreed between the employer and employee. The additional holiday is not cumulative and must be taken within each year. Provided that the additional holiday shall not apply to those employees whose rate of pay is averaged over the year in accordance with clause 9.2.

(b) Full-Time and Part-Time Employees shall be entitled to the above holidays without loss of pay, provided that an Employee who is regularly rostered to work ordinary hours on Monday to Friday shall only be paid for such holidays as occur on those days which he or she normally works.

(c) All time worked on a public holiday as per clause 22(a) shall be paid for at the rate of double time and one half the ordinary-time rate with a minimum payment of four hours.
PART F – Miscellaneous

23. **Relationship of Agreement with the Award**

This Agreement operates to the exclusion of any other industrial instrument (including the Award) that might otherwise apply to the employment of the Employees. Among other things, this means that any protected preserved conditions or protected notional conditions which might otherwise apply are expressly excluded from this agreement, and do not apply to Employees’ employment. Those protected preserved conditions or protected notional conditions include those concerning:

(a) rest breaks;
(b) incentive based payments and bonuses;
(c) annual leave loadings;
(d) observance of days declared by or under a law of a State or Territory, to be observed generally within that State of Territory, or a region of that State or Territory, as public holidays by employees who work in that State, Territory or region, and entitlements of employees to payment in respect of those days;
(e) days to be substituted for, or a procedure for substituting days referred to in paragraph (d);
(f) monetary allowances for:
   (i) expenses incurred in the course of employment; or
   (ii) responsibilities or skills that are not taken into account in rates of pay for Employees; or
   (iii) disabilities associated with the performance of particular tasks or work in particular conditions or locations;
   (iv) loadings for working overtime or for shift work;
   (v) penalty rates; and
   (vi) outworker conditions.

24. **Exemptions**

(a) An Employee who is in receipt of a qualifying salary, as defined by subclauses 24(b), 24(c) and subclause 24(d) of this clause, shall not be entitled to the benefits of clauses 12.2, Hours of Work, and 12.5, Overtime, where there is agreement between the employer and the employee that the qualifying salary is inclusive of compensation for any overtime payment to which an employee would otherwise be entitled.

(b) In the case of Clerical and Administrative staff classified according to subclause 7.2(b), and School Assistants classified according to 7.2(a), the qualifying salary is a salary which is 18 per cent in excess of the salary applying from time to time for Level 4, Step 2 as set out in Table 1(a) of Schedule 1, Classifications, Rates of Pay and Allowances.
(c) In the case of Maintenance and Outdoor Staff classified according to clause 7.2(c), the qualifying salary is a salary which is 10 per cent in excess of the salary applying from time to time for Level 3 Supervisor as set out in Table 1(b) of Schedule 1, Classifications, Rates of Pay and Allowances.

(d) In the case of Nurses classified according to subclause 7.2(f), the qualifying salary is a salary which is 10 per cent in excess of the salary applying from time to time for as set out in Table 1(e) of Schedule 1, Classifications, Rates of Pay and Allowances.

(e) Any dispute in this matter will be dealt with in accordance with clause 6, Disputes Procedures.

25. No Extra Claims

(a) The parties agree that the wage increases and other improvements in conditions of employment provided for by this Agreement are in settlement of all existing claims made by the Union for the life of the Agreement.

(b) It is a term of this Agreement that the Union will not pursue any extra claims, award or over award, for improvement in wages or other terms and conditions of employment for the duration of this Agreement.

(c) The parties agree that the wage increases and other improvements in conditions of employment provided for by this Agreement are in lieu of any improvements in wages or conditions of employment provided for under any decision or standard of the Australian Fair Pay Commission, the Australian Industrial Relations Commission or any other court, commission or tribunal handed down or issued prior to or during the life of this Agreement and no claim can be made for any such increase during or after the term of this Agreement.

(d) The Union agrees that it will not take protected action for the duration of this Agreement. The parties agree that this Agreement is intended to cover the field of the Employees' employment to the extent that they are regulated by collective industrial instruments.

26. Union Representatives

(a) The employer shall permit the union representative in the school to post union notices relating to the holding of meetings on a common room noticeboard.

(b) The union representative shall be permitted in working hours [other than timetabled teaching time] to interview the employer or the Principal on union business. Such interview shall take place at a time and place convenient to both parties.

(c) Meetings of union members who are employed at the school may be held on the school premises at times and places reasonably convenient to both union members and the Principal. Provided that the union representative gives prior notice to the Principal of the members' intention to meet.
27. Flexibility Clause

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

(a) the agreement deals with 1 or more of the following matters:
   (i) arrangements about when work is performed;
   (ii) allowances; and
   (iii) leave loading.

(b) the arrangement meets the genuine needs of the employer and employee in relation to 1 or more of the matters mentioned in paragraph (a); and

(c) the arrangement is genuinely agreed to by the employer and employee.

(2) The employer must ensure that the terms of the individual flexibility arrangement:

(a) are about permitted matters under section 172 of the Fair Work Act 2009; and

(b) are not unlawful terms under section 194 of the Fair Work Act 2009; and

(c) result in the employee being better off overall than the employee would be if no arrangement was made.

(3) The employer must ensure that the individual flexibility arrangement:

(a) is in writing; and

(b) includes the name of the employer and employee; and

(c) is signed by the employer and employee and if the employee is under 18 years of age, signed by a parent or guardian of the employee; and

(d) includes details of:
   (i) the terms of the enterprise agreement that will be varied by the arrangement; and
   (ii) how the arrangement will vary the effect of the terms; and
   (iii) how the employee will be better off overall in relation to the terms and conditions of his or her employment as a result of the arrangement; and

(e) states the day on which the arrangement commences.

(4) The employer must give the employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.

(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.
### Schedule 1 - Classifications, Rates of Pay and Allowances

#### Table 1 Annual Rates

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<tr>
<th>Clerical and Administrative Staff- Clause – 7.2(b)</th>
<th>Step</th>
<th>First full pay period on or after 01/02/10 per annum $</th>
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<td>Level 1 – Clerical Assistant</td>
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#### School Assistants – Clause 7.2(a)

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### Table 1 (b) - Maintenance, Grounds, Green Keeping, Canteen and Uniform Shop Staff, and Bus Drivers – Clause 7.2(c)

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<tr>
<th>Level</th>
<th>Step</th>
<th>First full pay period on or after 01/02/10 per annum</th>
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<tbody>
<tr>
<td>Level 1 – General Hand</td>
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<td>Level 2 – Qualified Trade, Canteen and Uniform Shop Manager and Bus Driver</td>
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<td>Level 3 – Supervisor</td>
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<td>Classification</td>
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<tr>
<td>Assistant Coordinator (Qual)</td>
<td></td>
<td>50,981</td>
</tr>
<tr>
<td>Coordinator</td>
<td>Lv1</td>
<td>45,121</td>
</tr>
<tr>
<td></td>
<td>2</td>
<td>46,266</td>
</tr>
<tr>
<td></td>
<td>3</td>
<td>47,839</td>
</tr>
<tr>
<td></td>
<td>4</td>
<td>49,808</td>
</tr>
<tr>
<td>Coordinator (Qualified)</td>
<td>Lv 1</td>
<td>55,064</td>
</tr>
<tr>
<td></td>
<td>2</td>
<td>56,210</td>
</tr>
<tr>
<td></td>
<td>3</td>
<td>57,782</td>
</tr>
<tr>
<td></td>
<td>4</td>
<td>59,751</td>
</tr>
</tbody>
</table>

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

<table>
<thead>
<tr>
<th>Level</th>
<th>Rates effective from the first full pay period on or after 1 February 2010 $</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>4%</td>
</tr>
</tbody>
</table>

Independent Schools NSW (Combined Non Teaching Staff) Enterprise Agreement 2010 – 2011 | page 59
<table>
<thead>
<tr>
<th>Year of Service</th>
<th>Salary</th>
</tr>
</thead>
<tbody>
<tr>
<td>1st year of service</td>
<td>43,888</td>
</tr>
<tr>
<td>2nd year of service</td>
<td>46,127</td>
</tr>
<tr>
<td>3rd year of service</td>
<td>48,358</td>
</tr>
<tr>
<td>4th year of service</td>
<td>50,740</td>
</tr>
<tr>
<td>5th year of service</td>
<td>53,112</td>
</tr>
<tr>
<td>6th year of service</td>
<td>55,479</td>
</tr>
<tr>
<td>7th year of service</td>
<td>58,203</td>
</tr>
<tr>
<td>8th year of service</td>
<td>60,464</td>
</tr>
<tr>
<td>Senior Nurse</td>
<td>68,674</td>
</tr>
</tbody>
</table>
Table 2 – Junior Rates

<table>
<thead>
<tr>
<th>Juniors</th>
<th>Percentage of Adult Rate of Pay</th>
</tr>
</thead>
<tbody>
<tr>
<td>School Assistants, Clerical Staff, Maintenance, Grounds and Green Keeping, Canteen and Uniform Shop staff and Bus Drivers</td>
<td>7.2(a),(b),(c)</td>
</tr>
<tr>
<td>Day Care, Pre-School and OOSH Centre Staff</td>
<td>7.2(e)</td>
</tr>
<tr>
<td>At 17 years of age</td>
<td>60</td>
</tr>
<tr>
<td>At 18 years of age</td>
<td>70</td>
</tr>
<tr>
<td>At 19 years of age</td>
<td>80</td>
</tr>
<tr>
<td>At 20 years of age</td>
<td>90</td>
</tr>
<tr>
<td>At 20 years of age</td>
<td>100</td>
</tr>
</tbody>
</table>
### Table 3 – Other Rates and Allowances

<table>
<thead>
<tr>
<th>Brief Description of Allowance Item</th>
<th>Clause No.</th>
<th>Allowance amount $</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Own Car Allowance:</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>(a) for a vehicle 1500 cc or less</td>
<td>8.2 (b)</td>
<td>$98.32 per week</td>
</tr>
<tr>
<td>(b) for a vehicle over 1500 cc; or</td>
<td>8.2 (b)</td>
<td>$121.54 per week</td>
</tr>
<tr>
<td>(c) on a casual or incidental basis.</td>
<td>8.2 (c)</td>
<td>0.58 per km</td>
</tr>
<tr>
<td><strong>Laundering of Uniforms – Maintenance Outdoor and Cleaners</strong></td>
<td>8.3</td>
<td>1.50 per shift 7.52 per week</td>
</tr>
<tr>
<td><strong>Toilet cleaning allowance</strong></td>
<td>8.4</td>
<td>1.67 per day 8.37 per week</td>
</tr>
<tr>
<td><strong>Qualification Allowance – Cleaning Supervisor’s Course</strong></td>
<td>8.5</td>
<td>$3.45 per day $17.25 per week</td>
</tr>
<tr>
<td><strong>Leading Hand Allowance</strong></td>
<td>8.6</td>
<td></td>
</tr>
<tr>
<td>In charge of 1-5 employees</td>
<td></td>
<td>$21.21 per week</td>
</tr>
<tr>
<td>In charge of 6-10 employees</td>
<td></td>
<td>26.38 per week</td>
</tr>
<tr>
<td>In charge of 11-15 employees</td>
<td></td>
<td>35.44 per week</td>
</tr>
<tr>
<td>In charge of over 16 employees</td>
<td></td>
<td>42.84 per week</td>
</tr>
<tr>
<td>Extra Employee over 20</td>
<td></td>
<td>$0.61 per week</td>
</tr>
<tr>
<td><strong>Broken Shift Allowance – Bus Drivers</strong></td>
<td>8.9 (a)(i)</td>
<td>$5.37 per day $26.85 per week</td>
</tr>
<tr>
<td><strong>Excess fare allowance – Bus Drivers</strong></td>
<td>8.9 (a) (ii)</td>
<td>3.22 per day 16.10 per week</td>
</tr>
<tr>
<td><strong>Broken Shift Allowance – Cleaners</strong></td>
<td>8.9 (b) (i)</td>
<td>4.09 per day</td>
</tr>
<tr>
<td><strong>Excess fare allowance – Cleaners</strong></td>
<td>8.9 (b) (ii)</td>
<td>8.46 per week</td>
</tr>
<tr>
<td><strong>Broken Shift Allowance – Child Care Worker</strong></td>
<td>8.9 (c) (i)</td>
<td>$11.96 per day $59.80 per week</td>
</tr>
<tr>
<td><strong>Excess Fares Allowance - Child Care Worker</strong></td>
<td>8.9 (c) (ii)</td>
<td>$8.30 per week</td>
</tr>
<tr>
<td><strong>Authorised Supervisor – Child Care</strong></td>
<td>8.11</td>
<td>$32.34 per week</td>
</tr>
<tr>
<td><strong>Meal Allowance during overtime work</strong></td>
<td>8.13</td>
<td>12.14 per meal</td>
</tr>
</tbody>
</table>
| **First Aid and Medication Allowance**  
(Clause 8.7) | First full pay period on or after 01/02/10  
per annum  
$ |
|---|---|
| | $4.96 per day  
$24.82 per week |
### ATTACHMENT A - Schools covered by this Agreement

<table>
<thead>
<tr>
<th>Enterprise Name</th>
<th>School Name</th>
</tr>
</thead>
<tbody>
<tr>
<td>Al Sadiq College Incorporated</td>
<td>Al Sadiq College Primary Campus</td>
</tr>
<tr>
<td>Al Zahra College Ltd</td>
<td>Al Zahra College</td>
</tr>
<tr>
<td>Ananda Marga Pracaraka Samgha Pty Ltd</td>
<td>Vistara Primary School</td>
</tr>
<tr>
<td>Arden Anglican School Council</td>
<td>Arden Anglican School</td>
</tr>
<tr>
<td>Arkana College Ltd</td>
<td>Arkana College</td>
</tr>
<tr>
<td>Byron Community Primary School Inc</td>
<td>Byron Community Primary School</td>
</tr>
<tr>
<td>Cameragal Montessori School</td>
<td>Cameragal Montessori School</td>
</tr>
<tr>
<td>Campbelltown Anglican Schools Corporation</td>
<td>Broughton Anglican College</td>
</tr>
<tr>
<td>Campbelltown Anglican Schools Corporation</td>
<td>St Peter's Anglican Primary School</td>
</tr>
<tr>
<td>Castlecrag Montessori School Inc</td>
<td>Castlecrag Montessori School</td>
</tr>
<tr>
<td>Casuarina School Co-operative Ltd</td>
<td>Casuarina Steiner School</td>
</tr>
<tr>
<td>Central Coast Grammar School Ltd</td>
<td>Central Coast Grammar School</td>
</tr>
<tr>
<td>Co As It Italian Association of Assistance</td>
<td>Italian Bilingual School</td>
</tr>
<tr>
<td>Coogee Boys Preparatory School Pty Ltd</td>
<td>Coogee Boys Prep School</td>
</tr>
<tr>
<td>Cranbrook School</td>
<td>Cranbrook School</td>
</tr>
<tr>
<td>Eastern Suburbs Montessori Association Ltd</td>
<td>Montessori East - Bondi</td>
</tr>
<tr>
<td>Elonera Ltd</td>
<td>Elonera Montessori School</td>
</tr>
<tr>
<td>Elouera Cootamundra Association Inc</td>
<td>Elouera Special School</td>
</tr>
<tr>
<td>Feza Foundation Limited</td>
<td>Sule College</td>
</tr>
<tr>
<td>Glenaeon Rudolf Steiner School Limited</td>
<td>Glenaeon Rudolf Steiner School</td>
</tr>
<tr>
<td>Highfield Preparatory and Kindergarten School Ltd</td>
<td>Highfields Preparatory and Kindergarten School</td>
</tr>
<tr>
<td>Inner City Montessori</td>
<td>Inner Sydney Montessori Primary School</td>
</tr>
<tr>
<td>Kambala</td>
<td>Kambala</td>
</tr>
<tr>
<td>Loreto Kirribilli Association Incorporated</td>
<td>Loreto - Kirribilli</td>
</tr>
<tr>
<td>Lutheran Primary School Wagga Wagga Limited</td>
<td>Lutheran Primary School Wagga Wagga Ltd</td>
</tr>
<tr>
<td>Lycee Condorcet - The French School of Sydney Limited</td>
<td>The French School of Sydney</td>
</tr>
<tr>
<td>Macquarie Anglican Grammar School, Dubbo Council</td>
<td>Macquarie Anglican Grammar School</td>
</tr>
<tr>
<td>Manning River Centre for Rudolf Steiner Education Ltd</td>
<td>Manning River Steiner School</td>
</tr>
<tr>
<td>Moama Anglican Grammar School Ltd</td>
<td>Moama Anglican Grammar School</td>
</tr>
<tr>
<td>Organization Name</td>
<td>School Name</td>
</tr>
<tr>
<td>--------------------------------------------------------</td>
<td>--------------------------------------</td>
</tr>
<tr>
<td>Moriah War Memorial College Association Limited</td>
<td>Moriah College</td>
</tr>
<tr>
<td>Mosman Church of England Preparatory School Limited</td>
<td>Mosman Church of England Prep School</td>
</tr>
<tr>
<td>NEGS Limited</td>
<td>New England Girls School</td>
</tr>
<tr>
<td>Noor Al Houda Islamic College Pty. Ltd.</td>
<td>Australian International Academy, Sydney</td>
</tr>
<tr>
<td>Orange Anglican Grammar School Council</td>
<td>Orange Anglican Grammar School</td>
</tr>
<tr>
<td>Shearwater The Mullumbimby Steiner School Inc</td>
<td>Shearwater Steiner School</td>
</tr>
<tr>
<td>Snowy Mountains Grammar School Limited</td>
<td>Snowy Mountains Grammar School</td>
</tr>
<tr>
<td>Southside Montessori Society</td>
<td>Southside Montessori School</td>
</tr>
<tr>
<td>St Catherine's School</td>
<td>St Catherine’s School</td>
</tr>
<tr>
<td>St John’s Lutheran School Jindera Incorporated</td>
<td>St John’s Lutheran School - Jindera</td>
</tr>
<tr>
<td>St Paul’s College Ltd</td>
<td>St Paul’s College</td>
</tr>
<tr>
<td>St Paul’s Lutheran Primary School Henty Incorporated</td>
<td>St Paul's Lutheran Primary School</td>
</tr>
<tr>
<td>Sutherland Shire Montessori Society</td>
<td>Sutherland Shire Montessori School</td>
</tr>
<tr>
<td>The Armidale Waldorf School Ltd</td>
<td>The Armidale Waldorf School</td>
</tr>
<tr>
<td>The Council of St Andrew's Cathedral School</td>
<td>St Andrew's Cathedral School</td>
</tr>
<tr>
<td>The Riverina Anglican College</td>
<td>The Riverina Anglican College</td>
</tr>
<tr>
<td>Trinity Anglican College (Albury) Ltd</td>
<td>Trinity Anglican College, Albury</td>
</tr>
</tbody>
</table>
EXECUTED as an agreement.

SIGNED for and on behalf of [Full Name of Employer School] by an authorised officer in the presence of

Signature of authorised officer

Name and address of authorised officer

Office held

SIGNED for and on behalf of the INDEPENDENT EDUCATION UNION by an authorised person in the presence of

Signature of authorised officer

Name and address of authorised officer

Office held