



DECISION

Fair Work Act 2009
s.185—Enterprise agreement

Trustee for Christ College Trust T/A St Michael's Collegiate School
(AG2018/2927)

ST MICHAEL'S COLLEGIATE SCHOOL (GENERAL STAFF AND EARLY CHILDHOOD EDUCATION AND CARE STAFF) ENTERPRISE AGREEMENT 2018

Educational services

COMMISSIONER GREGORY

MELBOURNE, 12 DECEMBER 2018

Application for approval of the St Michael's Collegiate School (General Staff and Early Childhood Education and Care Staff) Enterprise Agreement 2018.

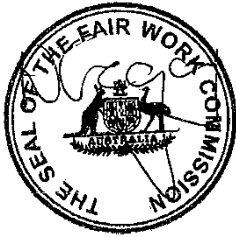
[1] An application has been made for approval of an enterprise agreement known as the *St Michael's Collegiate School (General Staff and Early Childhood Education and Care Staff) Enterprise Agreement 2018* (the Agreement). The application was made pursuant to s.185 of the *Fair Work Act 2009* (the Act). It has been made by Trustee for Christ College Trust T/A St Michael's Collegiate School. The Agreement is a single enterprise agreement.

[2] The Employer has provided written undertakings. A copy of the undertakings is attached in Annexure A. I am satisfied that the undertakings will not cause financial detriment to any employee covered by the Agreement and that the undertakings will not result in substantial changes to the Agreement.

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

[4] The Independent Education Union of Australia and United Voice being bargaining representatives for the Agreement, have given notice under s.183 of the Act that they want the Agreement to cover them. In accordance with s.201(2) I note that the Agreement covers these organisations.

[5] The Agreement is approved and, in accordance with s.54 of the Act, will operate from 19 December 2018. The nominal expiry date of the Agreement is 28 February 2021.



COMMISSIONER

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Annexure A**IN THE FAIR WORK COMMISSION****FWC Matter No.:**

AG2018/2927

Applicant:

St Michael's Collegiate School

Undertaking- section 190

I, Fergus Leicester, Chief Operating Officer of the Trustee for Christ College trust trading as St Michael's Collegiate School give the following undertakings with respect to the St Michael's Collegiate School (General Staff and Early Childhood Education and Care Staff) Enterprise Agreement 2018 ("the Agreement"):

1. I have the authority given to me by St Michael's Collegiate School to provide this undertaking in relation to this application before the Fair Work Commission.
2. In terms of 'Paid Personal Leave (Sick)/Carer's Leave', clause 30.2(e) will not apply to fixed term (or replacement) employees engaged for a period of less than 6 months. For the avoidance of doubt fixed term (or replacement) employees engaged for a period of less than 6 months will get the Personal Leave (Sick)/Carer's Leave' entitlement.
3. An Employee, other than Boarding House Supervisors or Early Childhood Education and Care staff, will be paid overtime for all authorised work performed outside of or in excess of the ordinary or rostered hours as follows as well as (if applicable) any time in excess of the maximum ordinary hour per day:

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

4. Boarding House Supervisors with hours which are not averaged over a twelve-month period (in accordance with clause 21 (c)) will be paid penalty and overtime rates in accordance with the *Education Services (Schools) General Staff Award 2010* for any hours worked prior to 6am or after 6pm Monday to Sunday.

5. The employer will audit the payments of all casual SOS1 and CRS1A Business Services Staff employees on a monthly basis and review their pays against the *Education Services (Schools) General Staff Award 2010*. If the employees are not better off overall, the employer will pay the Employees the difference between what they received and what they would have received in accordance with the Award plus 5%.
6. In clause 21(b)(i), 'Sunday' will be replaced with 'Friday' and '8pm' will be replaced with '6pm'.

Employer name: St Michael's Collegiate School

Authority to sign: Fergus Leicester (Chief Operating Officer)

Signature:



Date: 4 December 2018

Note - this agreement is to be read together with an undertaking given by the employer. The undertaking is taken to be a term of the agreement. A copy of it can be found at the end of the agreement.



St Michael's Collegiate

Set for life

ST MICHAEL'S COLLEGIATE SCHOOL

**(GENERAL STAFF AND EARLY
CHILDHOOD EDUCATION AND CARE
STAFF)**

ENTERPRISE AGREEMENT 2018

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1 TITLE

This Agreement shall be known as the St Michael's Collegiate School (General Staff and Early Childhood Education and Care Staff) Enterprise Agreement 2018.

2 SCOPE

- (a) This Agreement applies to:
- (i) St Michael's Collegiate School, ABN 75 471 713 846 (the Employer or School); and
 - (ii) Employees employed by the employer covered by the Award who would be classified in Levels 1 – 7 (inclusive) or Teachers in an Early Learning Centre.
- (b) This Agreement does not apply to:
- (i) employees that would be classified at Level 8 under the Award; or
 - (ii) apprentices or trainees.

3 NO FURTHER CLAIMS

The employees undertake that for the duration of this Agreement, no further claims shall be made on the School in respect of salaries, allowances or working conditions.

4 SUPERSESSION

This Agreement supersedes all previous arrangements dealing with the matters covered by this Agreement provided that no right obligation or liability incurred or accrued under the previous arrangements shall be affected by the supersession.

5 DATE AND PERIOD OF OPERATION

- (a) This Agreement shall commence 7 days after it has been approved by Fair Work Commission and shall expire on 28 February 2021.
- (b) It is the intention of the parties to commence negotiations for a further replacement agreement no later than 30 September 2020.

6 RELATIONSHIP TO THE MODERNISED AWARD AND NES

- (a) This Agreement operates to the exclusion of the Award.
- (b) The NES provisions cannot be diminished by this Agreement (or any other form of Agreement).

7 PURPOSE OF THE AGREEMENT

The purpose of the Agreement is:

- (a) To maintain and improve the productivity, efficiency, flexibility and effectiveness of the School through the implementation of agreed measures, as soon as practicable, which will increase the performance of the School and offer secure, worthwhile and fulfilling employment for general and early childhood education and care staff. .
- (b) To adopt a consultative and participative approach to implement increased and sustained improvement in performance across all areas of operation of the School.
- (c) To develop an environment of continuous improvement conducive to a flexible work organisation able to respond to changing demands in education and early childhood education and care staff.
- (d) To develop management systems and work practices capable of assuring all stakeholders of the quality of the School's services.
- (e) To maintain the School as a provider of services to the community through the encouragement of optimum resource usage, whilst remaining aware of increasing pressures on staff and on operating costs which are recognised by both parties.
- (f) To maximise the learning outcomes for students through support to teachers and the educational environment.
- (g) To share equitably the benefits of enhanced service delivery among general and child care staff and the School community.
- (h) To provide a safer and better working environment.
- (i) To ensure the continuation of the stable industrial relations framework that exists in the School.

8 AGREEMENT FLEXIBILITY TERM

- (a) Notwithstanding any other provision of this Agreement, the employer and individual employee may mutually agree to an individual flexibility arrangement to vary the effects of the terms of this Agreement,

PROVIDED THAT the flexibility arrangement:

- (i) deals with one or more of the following matters:
 - (A) Arrangements about when work is performed;
 - (B) overtime rates;
 - (C) penalty rates; and
 - (D) allowances.
 - (ii) meets the genuine needs of both the employer and employee in relation to one or more of the matters listed in clause 8(a)(i); and
 - (iii) is genuinely agreed to by both the employer and the employee.
- (b) The terms of flexibility arrangement between the employer and employee must:
- (i) be about permitted matters under Section 172 of the *Fair Work Act 2009*;
 - (ii) not contain unlawful terms under Section 194 of the *Fair Work Act 2009*; and
 - (iii) result in the employee being better off overall than the employee would have been had no individual flexibility arrangement had been mutually agreed to.
- (c) The flexibility arrangement between the employer and employee must also:
- (i) be in writing;
 - (ii) name the employer and employee for which the flexibility arrangement applies to;
 - (iii) state the day on which the flexibility arrangement commences;
 - (iv) be signed by the employer and employee, or where the employee is under 18 years of age, be signed by a parent or guardian of the employee; and
 - (v) include details of:

- (A) each term(s) taken from this Agreement, that the employer and employee have mutually agreed to vary;
 - (B) how the flexibility arrangement will vary the identified term(s); and
 - (C) how the flexibility arrangement results in the employee being better off overall in relation to the individual employee's terms and conditions of employment.
- (d) The employer shall provide the employee with a copy of the individual flexibility arrangement within 14 days after it is agreed to.
- (e) The flexibility arrangement between the employer and the employee may be terminated:
- (i) either party, with the provision of four (4) weeks' notice of termination in writing to the other party; or
 - (ii) at any time by written agreement between the employer and the employee.
- (f) The right to make an agreement pursuant to this Clause 8 is in addition to, and is not intended to otherwise affect, any provision for a further flexible arrangement between the employer and an individual employee contained in any other term of this Agreement.

9 DISPUTE RESOLUTION

- (a) In the event of a dispute about a matter under this Agreement, or a dispute in relation to the NES, in the first instance the parties must attempt to resolve the matter at the workplace by discussions between the employee or employees concerned and the relevant supervisor. If such discussions do not resolve the dispute, the parties will endeavour to resolve the dispute in a timely manner by discussions between the employee or employees concerned and more senior levels of management as appropriate.
- (b) If a dispute about a matter arising under this Agreement, or a dispute in relation to the NES is unable to be resolved at the workplace, and all appropriate steps under clause 9(a) have been taken, a party to the dispute may refer the dispute to the Fair Work Commission.
- (c) The Fair Work Commission may deal with the dispute in 2 stages:

- (i) the Fair Work Commission will first attempt to resolve the dispute as it considers appropriate, including by mediation, conciliation, expressing an opinion or making a recommendation; and
- (ii) if the Fair Work Commission is unable to resolve the dispute at the first stage, the Fair Work Commission may then:
 - (A) arbitrate the dispute; and
 - (B) make a determination that is binding on the parties.
- (d) The Employer or employee may appoint another person, union, organisation or association to accompany and/or represent them for the purposes of this clause.
- (e) While the dispute resolution procedure is being conducted, work must continue in accordance with this Agreement and the Act. Subject to applicable workplace health and safety legislation, an employee must not unreasonably fail to comply with a direction by the employer to perform work, whether at the same or another workplace that is safe and appropriate for the employee to perform.

10 CONSULTATION

10.1 Consultation regarding major workplace change

- (a) Employer to notify
 - (i) Where the Employer has made a definite decision to introduce major changes in production, program, organisation, structure or technology that are likely to have significant effects on employees, the employer must notify the employees who may be affected by the proposed changes and their chosen representatives or union, if any.
 - (ii) Despite clause 10.1(a)(i), the Employer will give reasonable consideration to consulting with employees and representatives (if any) before a definite decision is made. Where an Employee requests union involvement, the School will recognise the union, even if the union is not the representative of the Employee.
 - (iii) Significant effects include termination of employment; major changes in the composition, operation or size of the employer's workforce or in the skills required; the elimination or diminution of job opportunities, promotion opportunities or job tenure; the alteration of hours of work;

the need for retraining or transfer of employees to other work or locations; and the restructuring of jobs. Provided that where this Agreement makes provision for alteration of any of these matters an alteration is deemed not to have significant effect.

- (b) Employer to discuss change
 - (i) The employer must discuss with the employees affected and their representatives, if any, the introduction of the changes referred to in clause 10.1(a), the effects the changes are likely to have on employees and measures to avert or mitigate the adverse effects of such changes on employees and must give prompt consideration to matters raised by the employees and/or their representatives in relation to the changes.
 - (ii) The discussions must commence as early as practicable after a definite decision has been made by the employer to make the changes referred to in clause 10.1(a).
 - (iii) For the purposes of such discussion, the employer must provide in writing to the employees concerned and their representatives, if any, all relevant information about the changes including the nature of the changes proposed, the expected effects of the changes on employees and any other matters likely to affect employees provided that no employer is required to disclose confidential information the disclosure of which would be contrary to the employer's interests.
 - (iv) The employer must give prompt and genuine consideration to matters raised about the major change by the relevant employees.

10.2 Consultation about changes to rosters or hours of work

- (a) Where an employer proposes to change an employee's regular roster or ordinary hours of work, the employer must consult with the employee or employees affected and their representatives, if any, about the proposed change.
- (b) The employer must:
 - (i) provide to the employee or employees affected and their representatives, if any, information about the proposed change (for example, information about the nature of the change to the employee's regular roster or ordinary hours of work and when that change is proposed to commence);

- (ii) invite the employee or employees affected and their representatives, if any, to give their views about the impact of the proposed change (including any impact in relation to their family or caring responsibilities); and
 - (iii) give consideration to any views about the impact of the proposed change that are given by the employee or employees concerned and/or their representatives.
- (c) The Employer is not required to disclose confidential or commercially sensitive information to the Employees.
 - (d) The requirement to consult under this clause does not apply where an employee has irregular, sporadic or unpredictable working hours.
 - (e) These provisions are to be read in conjunction with other Agreement provisions concerning the scheduling of work and notice requirements.

11 JOB SECURITY

The parties to the Agreement are committed to job security for General and Early Childhood Education and Care staff.

12 DEFINITIONS AND INTERPRETATION

In this Agreement, unless contrary intention appears:

| | |
|---------------------|--|
| Act | <i>Fair Work Act 2009 (Cth)</i> |
| Award | <i>Educational Services (General Staff) Award 2010</i> |
| Default Fund | <i>Tasplan Super</i> |
| Employee | An employee of a school providing: <ul style="list-style-type: none"> (a) Boarding supervision services – being an employee whose principal duties are to support the operation of a school's boarding house in relation to the supervision of students; (b) Classroom support services – being an employee whose principal duties are to support the operation of curriculum-related services, such as those provided by a teacher assistant, |

library, laboratory or a technology centre;

- (c) Instructional services – being an employee, other than a qualified teacher, whose principal duties are to develop the framework for and provide instruction to students (within a structured learning environment) under the general supervision of a member of the teaching staff;
- (d) Nursing services – being an employee who is a registered nurse in the relevant State/Territory and is employed as such;
- (e) Early Childhood Educators – being an employee whose principal duties are to work with children in a preschool, early learning centre or kindergarten operated by a school for pre-primary aged children, an early childhood education and care centre or an outside school hours care program (other than a qualified preschool/early childhood teacher);
- (f) School administration services – being an employee whose principal duties are in the functional areas of a school's business operations, including but not limited to clerical, administration, finance, marketing, fundraising, public relations, information technology, human resources administration and information management;
- (g) School operational services – being an employee whose principal duties are to support the other services of a school, including but not limited to:
 - (i) construction, plumbing, carpentry, painting and other trades;
 - (ii) cleaning, maintenance, school facility

- management;
 - (iii) security, caretaking;
 - (iv) gardening, turf management, farming;
 - (v) retailing – canteens, uniform shops, book shops;
 - (vi) cooking/catering, housekeeping, laundry; and
 - (vii) bus driving and vehicle maintenance.
- (h) Wellbeing services – being an employee whose principal duties are to support the health and wellbeing of students, and employees, where appropriate. This may include home/school liaison, counsellors and therapists.

| | |
|------------------------|---|
| MySuper Product | has the meaning given by the <i>Superannuation Industry (Supervision) Act 1993</i> (Cth). |
| NES | National Employment Standards as contained in sections 59 to 131 of the Fair Work Act 2009 (Cth). |
| Non-term Week | Weeks in the school year other than term weeks and include periods designated as school holidays for students. |
| Principal | The employee appointed by the employer to the most senior leadership position in a school. |
| School Year | The period of 12 months commencing from the day the employees are required to attend the school for the new educational year or the calendar year, as determined by the school, and includes term weeks and non-term weeks. |
| Term Weeks | The weeks in the school year that students are required to attend school as set out in the school calendar of the School. |

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

13 TYPES OF EMPLOYMENT

13.1 Categories of Employment

- (a) Employees under this Agreement will be employed in one of the following categories:
 - (i) Full-time employee;
 - (ii) Part-time employee;
 - (iii) Term-time employees; or
 - (iv) Casual Employee.
- (b) At the time of engagement, an employer will inform each employee whether they are employed on a full-time, part-time or casual basis and the employee's classification.

13.2 Term-time only Employees

- (a) A term-time only employee is an employee engaged to specifically work within the School Terms in each year when students are at School. For some employees this may also include the pre-Term requirements for preparation and development.
- (b) Term-time only employees are entitled to Exeat and public holidays that fall within the scope of their employment engagement (i.e. the specified days of employment per week).
- (c) Term time only employees may elect for their salary to be paid in accordance with Clause 26 of this Agreement.
- (d) A Term-time only Employee can be employed on a Full-time or Part-time basis.

13.3 Maximum term Employee

- (a) A Maximum Term Employee is an employee who may be engaged for a specific period of time, for a specific task(s) or for a specific event but whose employment can be terminated within that period of time:
 - (i) at any time at the discretion of the Employer on providing a minimum period of notice (or payment in lieu of notice) in accordance with this Agreement; or
 - (ii) for serious and/or wilful misconduct at common law; or
 - (iii) by agreement between the Employer and Employee.

- (b) At the end of a Maximum Term Employee's contract of employment (for any reason) there is no obligation for the Employer to offer that Maximum Term Employee any further or additional employment.
- (c) For the avoidance of doubt Maximum Term Employees accrue, on a pro rata basis, annual leave, personal/carer's leave and compassionate leave under this Agreement in the same manner as Full Time or Part Time permanent Employees. Only accrued annual leave is payable on the conclusion of the employment.

13.4 Fixed Term or Fixed Task Employment

- (a) A Full-time or Part-time employee may be engaged for a specific period of time or for a specific task(s) (i.e. fixed term or fixed task).
- (b) For the avoidance of doubt Fixed Term or Fixed Task Employees accrue, on a pro rata basis, annual leave, personal/carers leave and compassionate leave under this Agreement. Only accrued annual leave is payable on the conclusion of the fixed term/fixed task period.
- (c) At the end of a Fixed Term or Fixed Task Employee's contract of employment, there is no obligation for the School to offer that Fixed Term or Fixed Task Employee any further or additional employment

13.5 Casual Employment

- (a) A casual employee is an employee engaged as such.
- (b) The minimum rates of wages that shall be paid to casual employees employed under this agreement shall be one thirty eighth of the weekly rate prescribed for the work plus 20%.
- (c) Such additional amount is in lieu of annual leave, sick leave and public holidays.
PROVIDED THAT should the Award rate, plus 25% be greater than those rates then the Award rate plus 26% shall apply.
- (d) Casual employees will not be eligible for annual incremental step increases.
- (e) A casual employee will be engaged and paid for a minimum of two hours for each engagement, except that:
 - (i) a preschool/early childhood services employee working in an out of school hours care program may satisfy the two-hour minimum by working one hour before school and one hour after school on the same day;

- (ii) a Casual Instrumental Tutor may satisfy the two-hour minimum by working a split-shift where:
 - (A) work is performed in two periods of duty;
 - (B) work is performed for a minimum of one hour for each period of duty; and
 - (C) the break between the periods of duty is no more than five hours.

PROVIDED THAT in exceptional circumstances the employer may, with the prior agreement in writing of the employee, engage an employee for a lesser number of hours than the two prescribed herein.

- (f) A casual employee must be paid at the termination of each engagement, or fortnightly or monthly in accordance with usual payment methods for full-time employees.

13.6 Full-time employment

A full-time employee is an employee engaged to work 38 hours per week or an average of 38 hours per week pursuant to clauses 21 or 22.

13.7 Part-time employment

- (a) A part-time employee is an employee who is engaged to work less than 38 ordinary hours per week or an average of less than 38 hours per week and/or for less than the full school year and who has reasonably predictable hours of work.
- (b) A part-time employee will be paid an hourly rate of 1/38 of the weekly rate for the employee's classification.
- (c) A part-time employee's leave entitlements will be calculated on a pro rata basis.
- (d) At the time of engagement, the employer and the part-time employee will agree in writing on a regular pattern of work, specifying the number of hours worked each day, the days of the week the employee will work, the number of weeks of the school year the employee will work and starting and finishing times each day.
- (e) The terms of the agreement in clause 13.7(d) may be varied by agreement between the employer and an employee. Any such variation will be recorded in writing.
- (f) The minimum number of hours which a part-time employee may be engaged

shall be two (2) per day.

- (g) The Employer may vary the minimum hours of a part-time employee where the variation is:
 - (i) equal to or less than 20% of the part-time employee's hours immediately prior to the variation; and
 - (ii) it can be demonstrated by the Employer that the variation is a result of:
 - (A) the needs of the students; or
 - (B) the needs of the Employer.

14 VARIATION TO THE PATTERN OF WORK FOR PART-TIME EMPLOYEES

- (a) No part time employee will be engaged in accordance with clause 15 of this Agreement.
- (b) The pattern of work of a part time employee, as defined in clause 13.7(a) of this Agreement may be varied by the employer where such a variation is necessary to accommodate the business needs of the school.

Examples of instances where this may be necessary include variations to student numbers (either across the school or in certain areas of the school or in the general pattern of their distribution), changes in funding for a special needs area or a particular special needs student, etc. In such instances, the employee will be entitled to one weeks' notice before the variation takes effect and details of the proposed variation in writing. For the purpose of this clause the *pattern of work* includes both the number of hours worked each day as well as the days of the week on which the employee may work.

- (c) Any variation to the pattern of work of a part time employee made under this clause must ensure that the total weekly hours worked (or if the hours of worked are averaged, the total hours worked in the averaging cycle) are maintained and not reduced by the variation taking effect.

15 LEAVE WITHOUT PAY DURING NON-TERM WEEKS

15.1 Arrangements

An employee may be required to take leave without pay during non-term weeks, provided that:

- (a) the employee's contract of employment specifies the arrangement in writing;
- (b) all such periods count as service for the purpose of calculating accrued leave entitlements and do not break continuity of service;
- (c) if appropriate work is available for an employee during any such period, the existing employee may be offered such employment (whether on a full-time, part-time or casual basis). The employee who is on leave without pay may refuse an offer of employment without prejudice to their normal employment relationship; and
- (d) appropriate work will mean such work as is available that is capable of being performed by the employee. Remuneration for such work will be at the rate of pay applicable to the work being performed.

16 PROBATION

16.1 Exclusions

Clause 16 does not apply to casual employees.

16.2 Application

- (a) Nothing in this agreement shall be construed as making probationary employment mandatory.
- (b) Unless otherwise stated in the letter of employment all employees shall be engaged as probationary employee for an initial probationary period of not more than thirteen (13) weeks.
- (c) The employer shall provide the probationary employee with feedback about their work performance. Where areas of unsatisfactory performance are identified, the probationary employee shall be made aware of the standards of satisfactory performance required and the dates by which they are required to be achieved (which will be at least 1 week after the employee is advised of unsatisfactory performance).
- (d) The Employer or Employee may terminate the employment at any time during the probation period by giving one weeks' notice (or by the Employer making a payment in lieu of notice).
- (e) If clause 16.2(c) applies, the Employer will give an Employee a reasonable opportunity to address any areas of unsatisfactory performance before the employment is terminated.

- (f) Successful completion of a period of probationary employment does not provide an employee who is not a permanent employee (i.e. a maximum term employee) with any right to permanent employment beyond the specified period of their appointment.

17 TERMINATION OF EMPLOYMENT

17.1 Notice of termination by the employer

The employer may terminate the employment of an employee (other than a casual employee) on giving the following notice:

| Employee's period of continuous service with the employer at the end of the day the notice is given | Period |
|--|---------------|
| Not more than 1 year | 1 week |
| More than 1 year but not more than 3 years | 2 weeks |
| More than 3 years but not more than 5 years | 3 weeks |
| More than 5 years | 4 weeks |

An employee who is over 45 years of age and has completed at least 2 years of continuous with the employer at the end of the date the notice is given will be entitled to an additional 1 week of notice.

17.2 Immediate Dismissal

- (a) The Employer may terminate an Employee's employment summarily (i.e. without notice under clause 17.1 of this Agreement) where that Employee has engaged in serious misconduct.
- (b) Serious misconduct has its ordinary meaning and includes:
- (i) wilful or deliberate behaviour by an employee that is inconsistent with the continuation of the contract of employment;
 - (ii) conduct that causes serious and imminent risk to:
 - (A) the health or safety of a person; or
 - (B) the reputation, viability or profitability of the employer's business.
- (c) Examples of serious misconduct include:
- (i) the employee, in the course of the employee's employment, engaging in theft, fraud or assault;

- (ii) the employee being intoxicated at work;
- (iii) the employee refusing to carry out a lawful and reasonable instruction that is consistent with the employee's contract of employment.

17.3 Notice of termination by an employee

The notice of termination required to be given by an employee is the same as that required of an employer except that there is no requirement on the employee to give additional notice based on the age of the employee concerned. If an employee fails to give the required notice the employer may withhold from any monies due to the employee on termination under this Agreement or the NES, an amount not exceeding the amount the employee would have been paid under this Agreement in respect of the period of notice required by this clause less any period of notice actually given by the employee.

17.4 Job search entitlement

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

18 REDUNDANCY

18.1 Redundancy pay

| Employee's period of continuous service with the employer on termination | Redundancy Pay Period |
|---|------------------------------|
|---|------------------------------|

| | |
|--|---------|
| At least 1 year but less than 2 years | 4 weeks |
| At least 2 years but less than 3 years | 6 weeks |
| At least 3 years but less than 4 years | 7 weeks |

| | |
|---|----------|
| At least 4 years but less than 5 years | 8 weeks |
| At least 5 years but less than 6 years | 10 weeks |
| At least 6 years but less than 7 years | 11 weeks |
| At least 7 years but less than 8 years | 13 weeks |
| At least 8 years but less than 9 years | 14 weeks |
| At least 9 years but less than 10 years | 16 weeks |
| At least 10 years | 16 weeks |

18.2 **Transfer to lower paid duties**

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

18.3 **Employee leaving during notice period**

An employee given notice of termination in circumstances of redundancy may terminate their employment during the period of notice. The employee is entitled to receive the benefits and payments they would have received under this clause had they remained in employment until the expiry of the notice, but is not entitled to payment instead of notice.

18.4 **Job search entitlement**

- (a) An employee given notice of termination in circumstances of redundancy must be allowed up to one day's time off without loss of pay during each week of notice for the purpose 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 must, at the request of the employer, produce proof of attendance at an interview or they will not be entitled to payment for the time absent. For this purpose, a statutory declaration is sufficient.
- (c) This entitlement applies instead of clause 17.4.

19 CLASSIFICATIONS

19.1 Business Services Staff

| Classification as defined by the Award | Occupational Equivalent |
|---|---|
| SOS1 | Cleaner, Kitchen Assistant, Laundry Assistant, Grounds/maintenance Assistant, Retail Assistant, Bus Driver, Handyperson, Attendant, Trades Assistant. |
| SAS1 | Clerical Assistant, Data Entry Operator, Front Desk/Reception Assistant |
| CSS1 | Preschool Assistant, Kindergarten Assistant |
| SOS2 | Non-trade Qualified Cook, Gardener, Kitchen Assistant, Security Officer, School Bus Driver |
| SAS2 | Clerical Assistant |
| CRS1A | Trainee Technology Centre Assistant |
| CRS1 | Library Assistant, Laboratory Assistant, Technology Centre Assistant |
| WS1 | First Aid Officer |
| CSS2 | Teacher Assistant, Integration Assistant |
| BSS1 | Boarding House Attendant |
| CSS3 | Student Service Coordinator, Specialist Teachers Assistant |
| SOS3 | Tradesperson, Retail Function Coordinator, Security Officer, Caretaker |
| SAS3 | Administration Assistant, Office Supervisor, Accounts Clerk, school secretary (small school) |
| BSS2 | Senior Boarding House Supervisor |
| CRS2 | Library Technician, Laboratory Technician, Technology Centre Technician |
| SOS4 | Advanced Tradesperson, Head Groundsperson (medium or large school) |

| Classification as defined by the Award | Occupational Equivalent |
|---|---|
| SAS4 | Senior Administration Assistant, Office Supervisor, Finance Officer, School Registrar, School Secretary (large school), Principal's Secretary, School Development Officer |
| BSS3 | Boarding House Manager or Coordinator |
| CRS3 | Senior technician in a Library, Laboratory or Technology Centre, Careers Placement Officer |
| IS1 | Instrumental Music Tutor, Sports Coach |
| WS2 | Youth Welfare Officer |
| SOS5 | Assistant Property Manager (large school), Property Manager (medium school) |
| SAS5 | Human Resources Officer, Office Supervisor (large school), School Development Officer |
| IS2 | Music Tutor, Sports Coach, Trainer |
| CRS4 | Professional Assistant |
| BSS4 | Head of Boarding (large school) |

19.2 Early Childhood Education and Care Staff

| Classification as defined by the Award | Indicative duties |
|---|---|
| Level 1 | This is an employee who has no formal qualifications but is able to perform work within the scope of this level. The employee will work under direct supervision in a team environment and will receive guidance and direction at all times. The employee will receive structured and regular on-the-job training to perform the duties expected at this level. Normally an employee at this level will not be left alone with a group of children. |
| Level 2 | This is an employee who has completed 12 months in Level 1, or a relevant AQF Certificate II, or in the opinion of the employer has sufficient knowledge and experience to perform the work within the scope of this level. An employee at this level has limited knowledge and experience in children's services and is expected to take limited responsibility for their own work. |

| Classification as defined by the Award | Indicative duties |
|--|--|
| Level 3 | <p>This is an employee who has completed AQF Certificate III in Children's Services or an equivalent qualification or, alternatively, this employee will possess, in the opinion of the employer, sufficient knowledge or experience to perform the duties at this level. An employee appointed at this level will also undertake the same duties and perform the same tasks as an ECEC Level 2.</p> <p>An employee at this level who has completed an AQF Diploma in Children's Services or equivalent, and who demonstrates the application of skills and knowledge acquired beyond the competencies required for AQF Certificate III in the ongoing performance of their work, must be paid no less than the rate prescribed for Level 3.4.</p> |
| Level 4 | <p>This is an employee who has completed a Diploma in Children's Services or equivalent (e.g. Certificate IV in Out of School Hours Care) as recognised by regulatory authorities and is appointed as the person in charge of a group of children in the age range from birth to 12 years</p> <p>An employee at this level will also take on the same duties and perform the same tasks as an ECEC Level 3.</p> |
| Level 4A | <p>This is an employee who has not obtained the qualifications required for a Level 4 employee who performs the same duties as a Level 4 employee.</p> |
| Level 5 | <p>This is an employee who has completed an AQF Level V Diploma in Children's Services or equivalent and is appointed as:</p> <ul style="list-style-type: none"> • an Assistant Manager of a service; • a Children's Services Co-ordinator; • a Family Day Care Co-ordinator; • a Family Day Care Trainee Supervisor; or • a School Age Care Co-ordinator. |
| Level 5A | <p>This is an employee who has not obtained the qualification required for a Level 5 employee who performs the same duties as a Level 5 employee.</p> |
| Level 6 | <p>A Manager is an employee who holds a relevant Degree or a 3 or 4 year Early Childhood Education qualification, or an AQF Advanced Diploma, or a Diploma in Children's Services, or a Diploma in Out-of-Hours Care; or is otherwise a person possessing such experience, or holding such qualifications deemed by the employer or the relevant legislation to be</p> |

| Classification as defined by the Award | Indicative duties |
|---|---|
| | appropriate or required for the position, and who is appointed as the Manager of a service. |

20 HIGHER DUTIES

An employee engaged in duties carrying a higher rate than their ordinary classification for two or more consecutive hours within any shift or day will be paid for the time so worked at the higher rate provided that:

- (a) The greater part of the time so worked is spent in performing duties carrying the higher rate;
- (b) an employee engaged as a Children's Services Employee Level 5 (Assistant Manager) who is required to undertake the duties of a Manager by reason of the Manager's absence will not be entitled to payment under this clause;
- (c) an employee engaged as a Children's Services Employee Level 3 who is required to undertake duties of the Manager by reason of the Manager's non-attendance outside of core hours will not be entitled to payment under this clause; or
- (d) an employee who is required to undertake the duties of another employee by reason of the latter employee's absence for the purpose of attending an approved training course (including in-service training) will not be entitled to payment under this clause.

For the purposes of this clause, the duties of an employee will be determined by reference to this Agreement and the employee's job description.

21 ORDINARY HOURS OF WORK (EMPLOYEES OTHER THAN EARLY CHILDHOOD EDUCATION AND CARE EMPLOYEES)

- (a) The ordinary hours of work will be worked on no more than five days in any seven days.
- (b) For all general staff (other than Boarding House Supervisors or Early Childhood Education and Care staff) the ordinary hours of work:

- (i) are to be worked on any day from Monday to Sunday between the hours of 6.00am and 8.00pm. **PROVIDED THAT** where there is mutual agreement between the employer and the majority of employees in the particular group, the starting and finishing times may be varied by up to one hour so long as the total hours remain unchanged;
- (ii) include:
 - (A) School fairs;
 - (B) Parent information evenings;
 - (C) Camps;
 - (D) sports carnivals.
- (c) For Boarding House Supervisors, the ordinary hours of work are (e.g. on any day Monday to Sunday between 6.00 am and 8.00 pm). The ordinary hours of work may be averaged over a period of up to 12 months. Where a boarding supervision services employee's hours of work are averaged over a period of 12 months, they will be paid the applicable annual rate in clause 25 for all weeks of the year, excluding periods of unpaid leave provided for in this Agreement or the NES, and Clause 24 (Overtime and Penalty) will not apply.
- (d) An employer may require a part-time employee to work reasonable additional hours in accordance with the provisions of this clause:
 - (i) Where the employee's hours are averaged:
 - (A) the employee will be paid for all such additional hours at the casual hourly rate of pay, provided that the additional hours fall within the applicable daily spread of hours in Clause 21(b) of this Agreement, do not result in the employee working more than 7.6 hours on that day, and do not result in the employee working more than the allowed maximum weekly ordinary hours during the averaging period; and
 - (B) in all other cases the employee will be entitled to payment at the appropriate overtime rate of pay for any additional hours worked.
 - (ii) Where the employee's hours are not averaged:
 - (A) The employee will be paid for all such additional hours at the casual hourly rate of pay, provided that the additional hours worked fall within the applicable daily spread of hours in Clause

21(b) of this Agreement, and do not result in the employee working than 7.6 hours on that day; and

(B) in all other cases the employee will be entitled to payment at the appropriate overtime rate of pay for any additional hours worked.

(C) where additional hours are worked on a day the employee is already attending for work, the minimum casual engagement of two hours will not apply.

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

22 ORDINARY HOURS OF WORK (EARLY CHILDHOOD EDUCATION AND CARE WORKERS)

22.1 Ordinary Hours of Work

(a) The ordinary hours of work of full-time Early Childhood Education and Care employees will be an average of 38 hours per week over a one, two or four-week cycle.

(b) Ordinary hours will be worked in periods not exceeding eight hours, in unbroken periods save for meal breaks, between Monday and Friday. By agreement between an employer and an employee, an employee may be rostered to work up to a maximum of 10 hours in any one day.

(c) Ordinary hours may be worked between 6.00 am and 6.30 pm. Where broken shifts are worked the spread of hours can be no greater than 12 hours per day.

22.2 Rostered time off for full - time employees

(a) The method of rostering the 38 hour week may be by any of the following:

(i) by employees working less than eight ordinary hours per day;

(ii) by employees working less than eight ordinary hours on one or more days each week;

(iii) by rostering employees off on various days of the week during the work cycle; or

(iv) by accumulating rostered days off with a maximum of five such days being taken consecutively at times mutually convenient to the employer

and the employee.

- (b) In the absence of agreement at a workplace in respect to rostering of the 38 hour week the provisions of Clause 9, Dispute Resolution in this Agreement will apply.

22.3 Rostering

An employee may be transferred from one location to another within their rostered hours at the direction of the employer. An employee transferring from one location to another during a shift will be paid for the time taken to travel from one location to the other.

22.4 Hours of work - out-of-school hours care

- (a) An employee in an out - of - school hours care service may be employed as a term - time employee to work:
 - (i) Only the school education weeks of the year as defined;
 - (ii) An average of 38 ordinary hours per week of the school education year;
or
 - (iii) less than an average of 38 hours per week of the school education year.
- (b) All entitlements for term - time employees are no less than those for non-term - time employees, except that no ordinary wages are payable for the weeks the employee is not engaged to work.
- (c) non - engaged periods do not count as service for the purposes of accrual of paid annual and personal/carer's leave and wage increments.
- (d) Where a public holiday falls on a day on which a term - time employee is normally employed to work, the employee will be paid at the ordinary hourly rate of pay for the number of hours they would ordinarily have worked on that day.
- (e) Annual leave is exclusive of any public holiday which may occur during the period of leave provided the employee would have ordinarily been required to work on the day on which the public holiday falls.
- (f) Nothing in this clause prevents an employee from being employed other than as a term - time only employee.
- (g) The making of this Agreement is not intended to prevent other arrangements for staff, who are not required to work during non - term weeks, to be agreed

between the employer and employee in an out - of - school hours care service.

23 BREAKS

23.1 Meal break

An employee will not be required to work in excess of five hours without an unpaid meal break of not less than 30 minutes and not more than one hour. Provided that employees who are engaged for not more than six hours continuously per shift may elect to forego a meal break.

23.2 Rest break

- (a) Subject to clause 23.3, at a time suitable to the employer, an employee is entitled to a rest break of 10 minutes, which will be counted as time worked, for each period of three hours worked, with a maximum of two rest breaks per shift. The employer and an employee may agree to one rest break of 20 minutes in place of the two 10 minute rest breaks.
- (b) Notwithstanding 23.2(a), an employee in classroom support services is entitled to one rest break of 20 minutes, which will be counted as time worked.

23.3 Rest break – Early Childhood Education and Care Employees

Rest breaks for Early Childhood Education and Care Employees are subject to the employer being able to meet Education and Care Services National Regulations (including ratios) and comply with its duty of care obligations. The Centre Manager will take all reasonable steps to provide the Employee with a rest break.

24 OVERTIME AND PENALTY

24.1 Overtime rates

An employee will be paid overtime for all authorised work performed outside of or in excess of the ordinary or rostered hours as follows:

| Time worked | Overtime Rate |
|-----------------|--|
| Monday - Friday | 150% of the ordinary hourly rate of pay for the first 3 hours and 200% of the ordinary hourly rate of pay after that |

| | |
|-----------------|---|
| Saturday | 150% of the ordinary hourly rate of pay for the first 3 hours and 200% of the ordinary hourly rate of pay after that. |
| Sunday | 200% of the ordinary hourly rate of pay |
| Public Holidays | 250% of the ordinary hourly rate of pay |

- (a) Except that a nursing services employee rostered to work overtime on a Saturday or Sunday will be paid the ordinary time rate of pay plus a penalty of 50% of the ordinary time rate for all time worked.
- (b) Overtime will be calculated daily.

24.2 Time off instead of overtime payment

- (a) An employee and an employer may agree that an employee will be provided with time off instead of being paid an overtime payment for all authorised work performed outside of or in excess of the ordinary or rostered hours.
- (b) Overtime taken as time off during ordinary time hours must be taken at the ordinary time rate, that is, an hour for each hour worked.
- (c) Where an employee and an employer have agreed to time off instead of overtime payment under clause 24.2(a) and such time has not been taken:
 - (i) within four weeks of accrual; or
 - (ii) during the non-term weeks agreed in writing between an employee and an employer;

an employer must, if requested by an employee, provide payment, at the rate provided for the payment of overtime in the Agreement, for any overtime worked.

- (d) On termination of employment any unused time off will be paid to the Employee at the rate provided for the payment of overtime in the Agreement.

24.3 Make-up time

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

24.4 Penalty Rates

- (a) 'day shift' is a shift which commences and ceases wholly within the spread of ordinary hours for the relevant Employee identified in clause 21 or 22;
- (b) 'afternoon shift' is a shift which is not a day shift and which finishes after the ordinary hours for the relevant Employee identified in clause 21 or 22 and at or before midnight;
- (c) 'night shift' is a shift which is not a day shift and which finishes after midnight and at or before 6.00 am;
- (d) Afternoon shift and night shift will attract a penalty rate of 15% of the ordinary time rate.
- (e) A permanent night shift will attract a penalty rate of 30% of the ordinary time rate.
- (f) An Employee (other than Boarding House Supervisors or Early Childhood Education and Care staff) required to work ordinary time on a Saturday or Sunday will be paid the ordinary time rate of pay plus a penalty of:
 - (i) for ordinary hours worked on a Saturday, 50% of the ordinary time rate; and
 - (ii) for ordinary hours worked on a Sunday, 100% of the ordinary time rate.

24.5 Hours of work that include both overtime hours and penalty hours

Penalty rates and overtime rates are not cumulative. Where an employee is entitled to more than one (1) penalty rate or overtime rate, the employee shall be entitled to be paid the highest single rate to the employee's advantage.

For example:

An employee works nine (9) hours (with half hour unpaid meal break), on a Sunday from 11.00 am to 8.30 pm. The employee is entitled to be paid the highest single rate to their advantage (Option C).

| Options for Payment | Rate of Pay |
|--|----------------------------------|
| A 8 ordinary hours (no penalties) at ordinary time rate of pay + 1 hour at overtime rate of pay | 8 hours at 100% + 1 hour at 150% |
| B 9 hours at (ordinary time rate of pay + afternoon shift penalty) | 9 hours at 115% |

- C** 9 hours at (ordinary time rate of pay + 9 hours at 200% Sunday penalty)

25 WAGE RATES

25.1 Wage Groups & Rates – business services staff

The minimum weekly wage rates payable to business services staff, engaged by the employer shall be in accordance with the table set out in this agreement.

The employer reserves the right to make additional payments to individuals where it deems appropriate.

The Employer will make a 'one-off' payment to full-time and part-time Employees for leave loading of 17.5% for annual leave that was accrued in the period from the beginning of the first full pay period on or after 1 January 2018 until the end of the first full pay period prior to 1 March 2018. The weekly wage rates in clause 25.2(b) include an adjustment for the incorporation of annual leave loading.

- Note 1: ffp \geq (date) = first full pay period commencing on or after the date shown.

25.2 Wage Increases

- (a) Effective from the commencement of the Agreement, the minimum wage payable to a full time employee (other than an Early Childhood Education and Care staff or Children's Services Teacher) will be increased on the first full pay period on or after:
 - (i) 1 March 2018 by 2.10%;
 - (ii) 1 March 2019 by 2.10%; and
 - (iii) 1 March 2020 by 2.00%.

(b) The following table contains the weekly wage rates:

| Classification as defined by the Award | Level | | Wage from ffpp 1 March 2017 | ALL (per week) | Wage from ffpp 1 March 2017 (incl ALL) | Wage from ffpp 1 March 2018 | Wage from ffpp 1 March 2019 2.10% | Wage from ffpp 1 March 2020 2.00% |
|--|-------|------------|-----------------------------|----------------|--|-----------------------------|-----------------------------------|-----------------------------------|
| SOS1, CRS1A | 1 | Base Rate | \$770.48 | \$10.37 | \$780.85 | \$797.25 | \$813.99 | \$830.27 |
| | | 1st. Incr. | \$785.79 | \$10.58 | \$796.37 | \$813.09 | \$830.16 | \$846.76 |
| | | 2nd. Incr. | \$801.23 | \$10.79 | \$812.02 | \$829.07 | \$846.48 | \$863.41 |
| SAS1, CSS1 | 1 | Base Rate | \$835.07 | \$11.24 | \$846.32 | \$864.09 | \$882.24 | \$899.88 |
| | | 1st. Incr. | \$851.63 | \$11.46 | \$863.09 | \$881.22 | \$899.73 | \$917.72 |
| | | 2nd. Incr. | \$868.34 | \$11.69 | \$880.03 | \$898.51 | \$917.38 | \$935.73 |
| SOS2, SAS2, CRS1, WS1, BSS1 | 2 | Base Rate | \$851.90 | \$11.47 | \$863.37 | \$881.50 | \$900.01 | \$918.01 |
| | | 1st. Incr. | \$869.04 | \$11.70 | \$880.74 | \$899.23 | \$918.11 | \$936.47 |
| | | 2nd. Incr. | \$886.02 | \$11.93 | \$897.95 | \$916.81 | \$936.06 | \$954.78 |
| CSS2 | 2 | Base Rate | \$891.90 | \$12.01 | \$903.91 | \$981.90 | \$1,002.52 | \$1,022.57 |
| | | 1st. Incr. | \$909.04 | \$12.24 | \$921.28 | \$1,012.04 | \$1,033.29 | \$1,053.96 |
| | | 2nd. Incr. | \$926.02 | \$12.47 | \$938.49 | \$1,033.02 | \$1,054.71 | \$1,075.80 |
| SOS3, SAS3, BSS2, CRS2 | 3 | Base Rate | \$920.00 | \$12.38 | \$932.38 | \$951.96 | \$971.95 | \$991.39 |
| | | 1st. Incr. | \$938.38 | \$12.63 | \$951.01 | \$970.98 | \$991.37 | \$1,011.20 |
| | | 2nd. Incr. | \$956.92 | \$12.88 | \$969.80 | \$990.17 | \$1,010.96 | \$1,031.18 |
| CSS3 | 3 | Base Rate | \$920.00 | \$12.38 | \$932.38 | \$1,040.00 | \$1,061.84 | \$1,083.08 |
| | | 1st. Incr. | \$938.38 | \$12.63 | \$951.01 | \$1,060.63 | \$1,082.90 | \$1,104.56 |
| | | 2nd. Incr. | \$956.92 | \$12.88 | \$966.80 | \$1,081.55 | \$1,104.26 | \$1,126.35 |
| SOS4, SAS4, BSS3, CRS3, IS1, WS2 | 4 | Base Rate | \$1,005.08 | \$13.53 | \$1,018.61 | \$1,040.00 | \$1,061.84 | \$1,083.08 |
| | | 1st. Incr. | \$1,025.02 | \$13.80 | \$1,038.82 | \$1,060.63 | \$1,082.90 | \$1,104.56 |
| | | 2nd. Incr. | \$1,045.23 | \$14.07 | \$1,059.31 | \$1,081.55 | \$1,104.26 | \$1,126.35 |
| SOS5, SAS5, IS2, CRS4, BSS4 | 5 | Base Rate | \$1,175.23 | \$15.82 | \$1,191.05 | \$1,216.07 | \$1,241.61 | \$1,266.44 |
| | | 1st. Incr. | \$1,198.68 | \$16.14 | \$1,214.82 | \$1,240.33 | \$1,266.38 | \$1,291.71 |
| | | 2nd. Incr. | \$1,222.12 | \$16.45 | \$1,238.57 | \$1,264.58 | \$1,291.14 | \$1,316.96 |

(c) A Casual Instrumental Tutor will be paid per hour (inclusive of the casual loading):

| Current rate | Wage from ffpp 1 March 2018 | Wage from ffpp 1 March 2019 | Wage from ffpp 1 March 2020 |
|--------------|--------------------------------|--------------------------------|--------------------------------|
| \$60.00 | \$61.30 | \$62.60 | \$63.80 |

25.3 Wage Groups & Rates – Early Childhood Education and Care Staff

- (a) All Early Childhood Education and Care staff will be classified by the employer into one of the levels contained in this Agreement in accordance with the employee's skills, responsibilities, qualifications, experience in the industry and duties.
- (b) Progression within a level is subject to the provisions of Clause 25.8.
- (c) Employees moving from one classification level to another will commence on the 1st year of service rate of the higher level.
- (d) The classification structure for Early Childhood Education and Care employees is to be reviewed within the term of this Agreement should there be any legislative changes introduced that affect Early Childhood Education and Care operations.
- (e) The minimum weekly wage rates payable to Early Childhood Education and Care staff, engaged by the employer shall be in accordance with the table set out in this agreement: -

Note 1: ffpp≥ (date) = first full pay period commencing on or after the date shown.

- (f) Effective from the commencement of the Agreement, the minimum wage payable to a full time employee will be increased on the first full pay period on or after:
 - (i) 1 March 2018 by 2.10%;
 - (ii) 1 March 2019 by 2.10%; and
 - (iii) 1 March 2020 by 2.00%.
- (g) The Employer will make a 'one-off' payment to full-time and part-time Employees for leave loading of 17.5% for annual leave that was accrued in the period from the beginning of the first full pay period on or after 1 January 2018 until the end of the first full pay period prior to 1 March 2018. The weekly wage rates in clause 25.3(h) include an adjustment for the incorporation of annual leave loading
- (h) The following table contains the weekly wage rates:

| Level | | Wage 1 March 2017 | ALL (per week) | Wage from ffpp 1 March 2017 (incl ALL) | Wage from ffpp 1 March 2018 2.10% | Wage from ffpp 1 March 2019 2.10% | Wage from ffpp 1 March 2020 2.00% |
|-------|----------------------------|-------------------------|----------------------|--|---|---|---|
| 1.1 | Commencement | \$831.30 | \$11.19 | \$842.49 | \$ 860.18 | \$878.24 | \$896.68 |
| 2.1 | Commencement | \$842.22 | \$11.34 | \$853.56 | \$ 871.48 | \$889.78 | \$908.47 |
| 2.2 | After 1 year | \$852.27 | \$11.47 | \$863.74 | \$ 881.88 | \$900.40 | \$919.31 |
| 3.1 | Commencement | \$901.78 | \$12.14 | \$913.92 | \$ 933.11 | \$952.71 | \$972.72 |
| 3.2 | After 1 year | \$929.61 | \$12.51 | \$942.12 | \$ 961.91 | \$982.11 | \$1,002.73 |
| 3.3 | After 2 years | \$959.06 | \$12.91 | \$971.97 | \$ 992.38 | \$1,013.22 | \$1,034.50 |
| 3.4 | Has Diploma | \$977.18 | \$13.15 | \$990.33 | \$1,011.13 | \$1,032.36 | \$1,054.04 |
| 4A.1 | | \$973.83 | \$13.11 | \$986.94 | \$1,007.66 | \$1,028.82 | \$1,050.43 |
| 4A.2 | After 2 years | \$985.60 | \$13.27 | \$998.87 | \$1,019.84 | \$1,041.26 | \$1,063.13 |
| 4A.3 | 3rd year and thereafter | \$1,000.39 | \$13.47 | \$1,013.86 | \$1,035.15 | \$1,056.89 | \$1,079.08 |
| 4A.4 | 4th year and thereafter | \$1,015.03 | \$13.66 | \$1,028.69 | \$1,050.30 | \$1,072.36 | \$1,094.88 |
| 4.1 | Commencement | \$1,015.03 | \$13.66 | \$1,028.69 | \$1,050.30 | \$1,072.36 | \$1,094.88 |
| 4.2 | 2nd year | \$1,044.44 | \$14.06 | \$1,058.50 | \$1,080.73 | \$1,103.43 | \$1,126.60 |
| 4.3 | 3rd year and thereafter | \$1,066.79 | \$14.36 | \$1,081.15 | \$1,103.85 | \$1,127.03 | \$1,150.70 |
| 5A | | \$1,078.37 | \$14.52 | \$1,092.89 | \$1,115.84 | \$1,139.27 | \$1,163.19 |
| 5A.1 | | \$1,081.57 | \$14.56 | \$1,096.13 | \$1,119.15 | \$1,142.65 | \$1,166.65 |
| 5A.2 | 2nd year | \$1,093.02 | \$14.71 | \$1,107.73 | \$1,131.00 | \$1,154.75 | \$1,179.00 |
| 5A.3 | 3rd year and thereafter | \$1,107.81 | \$14.91 | \$1,122.72 | \$1,146.30 | \$1,170.37 | \$1,194.95 |
| 5.1 | Commencement | \$1,122.43 | \$15.11 | \$1,137.54 | \$1,161.43 | \$1,185.82 | \$1,210.72 |
| 5.2 | After 1 year | \$1,137.22 | \$15.31 | \$1,152.53 | \$1,176.73 | \$1,201.44 | \$1,226.67 |
| 5.3 | After 2 years | \$1,151.88 | \$15.51 | \$1,167.39 | \$1,191.90 | \$1,216.93 | \$1,242.49 |
| 5.4 | Assist Dir With Adv Dip | \$1,156.64 | \$15.57 | \$1,172.21 | \$1,196.83 | \$1,221.96 | \$1,247.62 |
| 6A.1 | Commencement | | | \$1,167.38 | \$1,191.90 | \$1,216.93 | \$1,242.49 |
| 6A.2 | After 1 year | | | \$1,172.21 | \$1,196.83 | \$1,221.96 | \$1,247.62 |
| 6A.3 | After 2 years | | | \$1,177.04 | \$1,201.75 | \$1,226.99 | \$1,252.76 |
| 6.1 | Commencement | | | \$1,181.86 | \$1,206.68 | \$1,232.02 | \$1,257.89 |
| 6.2 | After 1 year | | | \$1,186.69 | \$1,211.61 | \$1,237.05 | \$1,263.03 |
| 6.3 | After 2 years | | | \$1,191.52 | \$1,216.54 | \$1,242.09 | \$1,268.17 |
| 6.4 | Commencement | | | \$1,204.81 | \$1,230.11 | \$1,255.94 | \$1,282.31 |
| 6.5 | After 1 year | | | \$1,219.39 | \$1,245.00 | \$1,271.15 | \$1,297.84 |

| | | | | | | |
|-----|---------------|--|------------|------------|------------|------------|
| 6.6 | After 2 years | | \$1,233.96 | \$1,259.88 | \$1,286.34 | \$1,313.35 |
| 6.7 | Commencement | | \$1,237.03 | \$1,263.01 | \$1,289.53 | \$1,316.61 |
| 6.8 | After 1 year | | \$1,246.46 | \$1,272.64 | \$1,299.37 | \$1,326.66 |
| 6.9 | After 2 years | | \$1,255.89 | \$1,282.26 | \$1,309.19 | \$1,336.68 |

25.4 Wage Groups & Rates – Children’s Services Teacher

- (a) All Children’s Services Teacher’s will be classified by the employer into one of the levels contained in this Agreement in accordance with the employee’s skills, responsibilities, qualifications, experience in the industry and duties.
- (b) Progression within a level is subject to the provisions of Clause 25.5.
- (c) Employees moving from one classification level to another will commence on the 1st year of service rate of the higher level.
- (d) The classification structure for Children’s Services Teacher’s is to be reviewed within the term of this Agreement should there be any legislative changes introduced that affect Early Childhood Education and Care operations.
- (e) The minimum weekly wage rates payable to a Children’s Services Teacher shall be in accordance with the table set out in this agreement: -

Note 1: ffp≥ (date) = first full pay period commencing on or after the date shown.
- (f) Effective from the commencement of the Agreement, the minimum wage payable to a full time employee will be increased on the first full pay period on or after:
 - (i) 1 March 2018 by 2.10%;
 - (ii) 1 March 2019 by 2.10%; and
 - (iii) 1 March 2020 by 2.00%.
- (g) The Employer will make a ‘one-off’ payment to full-time and part-time Employees for leave loading of 17.5% for annual leave that was accrued in the period from the beginning of the first full pay period on or after 1 January 2018 until the end of the first full pay period prior to 1 March 2018. The weekly wage rates in clause 25.4(h) include an adjustment for the incorporation of annual leave loading.
- (h) A full-time employee who works in a children’s or early childhood service which usually provides services over a period of at least eight hours each day for 48

weeks or more (such as a long day care centre) will be paid an additional 4% on the rates set out below.

| Level | | Wage March 2017 | ALL (per week) | Wage from ffpp March 2017 (incl ALL) | Wage from ffpp March 2018 2.10% | Wage from ffpp March 2019 2.10% | Wage from ffpp March 2020 2.00% |
|-------|---|-----------------|----------------|--------------------------------------|---------------------------------|---------------------------------|---------------------------------|
| 1 | 3 yr trained entry | \$913.15 | \$12.29 | \$925.45 | \$944.88 | \$964.72 | \$984.98 |
| 2 | | \$931.98 | \$12.55 | \$944.53 | \$964.36 | \$984.61 | \$1,005.29 |
| 3 | 4 yr trained entry | \$957.32 | \$12.89 | \$970.21 | \$990.59 | \$1,011.39 | \$1,032.63 |
| 4 | 5 yr trained entry | \$991.87 | \$13.35 | \$1,005.22 | \$1,026.33 | \$1,047.88 | \$1,069.89 |
| 5 | | \$1,026.44 | \$13.82 | \$1,040.26 | \$1,062.10 | \$1,084.40 | \$1,107.17 |
| 6 | Teachers progress through classification levels once per year | \$1,058.58 | \$14.25 | \$1,072.83 | \$1,095.36 | \$1,118.36 | \$1,141.85 |
| 7 | | \$1,090.76 | \$14.68 | \$1,105.44 | \$1,128.66 | \$1,152.36 | \$1,176.56 |
| 8 | | \$1,125.30 | \$15.15 | \$1,140.45 | \$1,164.40 | \$1,188.85 | \$1,213.82 |
| 9 | | \$1,159.85 | \$15.61 | \$1,175.47 | \$1,200.15 | \$1,225.35 | \$1,251.08 |
| 10 | | \$1,194.42 | \$16.08 | \$1,210.50 | \$1,235.92 | \$1,261.87 | \$1,288.37 |
| 11 | | \$1,228.97 | \$16.54 | \$1,245.51 | \$1,271.67 | \$1,298.38 | \$1,325.65 |
| 12 | | \$1,263.51 | \$17.01 | \$1,280.52 | \$1,307.41 | \$1,334.87 | \$1,362.90 |

25.5 Progression for Children's Services Teacher

- (a) An employee who is three year trained will commence on Level 1 of the salary scale and progress according to normal years of service to Level 12 of the scale.
- (b) An employee who is four year trained will commence on Level 3 of the salary scale and progress according to normal years of service to Level 12.
- (c) An employee who is five year trained will commence on Level 4 of the salary scale and progress according to normal years of service to Level 12 of the scale.
- (d) All other teachers and two year trained teachers will commence on Level 1 of the salary scale and progress according to normal years of service to a maximum of Level 5.

two year trained teacher means any teacher employed in the children's services and

early childhood education industry as at 1 January 2010 who has completed a two year full-time course in early childhood education and who has been recognised as an early childhood teacher by the relevant State or Territory licensing and accreditation authority.

three year trained teacher means a teacher who has completed a degree in education or early childhood education that requires three years of full-time study at an Australian university or the equivalent as determined by the National Office of Overseas Skills Recognition, or the relevant State or Territory teacher registration authority, or in the case of early childhood teachers the relevant licensing and accreditation authority.

four year trained teacher means a teacher who has completed a degree in education or early childhood education that requires four years of full-time study at an Australian university or the equivalent as determined by the National Office of Overseas Skills Recognition, or the relevant State or Territory teacher registration authority, or in the case of early childhood teachers the relevant licensing and accreditation authority.

five year trained teacher means a teacher who has completed a degree in education or early childhood education that requires four years of full-time study at an Australian university and in addition has completed a postgraduate degree at an Australian university requiring at least one year of full-time study, or the equivalent as determined by the National Office of Overseas Skills Recognition, or the relevant State or Territory teacher registration authority, or in the case of early childhood teachers the relevant licensing and accreditation authority.

all other teachers means an employee who does not have the qualifications of a three year, four year or five year trained teacher

25.6 Junior Employees

- (a) Junior employees employed as Children's Services Employees Level 3, 4 and 5 must be paid at the appropriate adult rate.
- (b) Junior employees employed at classification Level 1 or Level 2 will be paid no less than the following percentages of the corresponding rate:

| Age | % of adult rate |
|----------------------------------|-----------------|
| Under 17 years | 70 |
| Under 18 years but over 17 years | 80 |
| Under 19 years but over 18 years | 90 |

| | |
|---------------|-----|
| Over 19 years | 100 |
|---------------|-----|

25.7 The salary levels applicable from Wage commencement:

- (a) Employees shall commence on the minimum pay point (Base Rate) as prescribed in clause 25 of this Agreement.
- (b) The Chief Operating Officer and or Principal has authority to appoint employees to pay points above the minimum on a discretionary basis.

25.8 Wage Progression:

- (a) Exclusions

This clause 25.8 does not apply to casual employees.

- (b) Wage progression

- (i) Progression from one level to the next within a classification is subject to an employee meeting the following criteria:

- (A) competency at the existing level;
- (B) 12 months experience at that level (or in the case of employees employed for 19 hours or less per week, 24 months) and in-service training as required; and
- (C) subject to satisfactory performance at the current pay point; and
- (D) For Children’s Services Employees only – demonstrated ability to acquire the skills necessary for advancement to the next pay point.

- (ii) Wage progressions are 2% of the minimum pay point (Base Rate) for each position classification as prescribed in this Agreement.

- (c) Wage progression withheld

- (i) Where performance is considered to be less than satisfactory and progression is withheld, performance counselling shall be provided to the employee as appropriate.

- (ii) The employee will be entitled to have the decision considered through the normal consultative mechanisms within the school. Where the normal consultative mechanisms within the school fail to resolve the matter the conditions outlined in Clause 9 will apply

- (d) Wage progression suspended or withdrawn
 - (i) Where an employee has progressed but is not performing at the level required to retain that pay point, the employee's appointment to that pay point may be:
 - (A) suspended for a period of three months provided that:
 - (1) the employee is notified in writing of the reasons for the deferral;
 - (2) the employee has, in the previous 12 months, been provided with the in-service training required to attain a higher pay point; and;
 - (3) following any deferral, the employee is provided with the training necessary to advance to the next level;
 - (B) subject to further assessment; or
 - (C) withdrawn.
 - (ii) Where progression has been deferred for operational reasons beyond the control of either party and the employee has met the requirements of Clause 25.8(b) any increase in wages will be back paid to the 12 (or 24) month anniversary date of the previous progression.
 - (iii) An employee whose progression has been refused or deferred may invoke the provisions of Clause 9 (Dispute Resolution)
 - (iv) If the resolution results in the advancement being granted, any increase in wages will be backdated to the relevant anniversary date.
 - (v) An employee employed as a Children's Services Employee Level 2 on completion of an accredited introductory Early Childhood Education and Care course will immediately progress by one additional level beyond that determined in accordance with Clause 25.3. Any additional steps will be subject to meeting the requirements of Clause 25.8(b).
- (e) In either instance under clause 25.8(c) or clause 25.8(d):
 - (i) the Chief Operating Officer (COO) shall notify the employee of the decision in writing;
 - (ii) the decision shall take place from the end of the month in which the notice is given; and

(iii) the employee's wage shall be adjusted accordingly.

(f) Arbiter

The COO shall be the arbiter on an employee's:

(i) progression to the next pay point;

(ii) adjustments to the current pay point as a result of a wage progression

(iii) suspension; and

(iv) adjustments to the current pay point as a result of a wage progression withdrawal.

25.9 Wage payments

(a) The employer shall specify a time when wages and other monies are to be paid to employees, other than employees engaged for less than one (1) week. The time so specified shall be no more than three (3) working days from the time the working week ends.

(b) Payment shall be made fortnightly by Electronic Funds Transfer (EFT) to an account nominated by the employee.

(c) Employees shall be provided with written or electronic details of all monies due, no later than the Thursday following each pay week.

26 AVERAGING OF ANNUAL SALARY FOR PART TIME EMPLOYEES

(a) Where a part time employee is engaged to work on an average of less than 38 hours per week and/or for less than a school year and who has reasonably predictable hours of work, they may elect to:

(i) be paid for the hours worked during each pay cycle they are engaged to work during the calendar year; or

(ii) have their wages averaged over the calendar year in accordance with the following formula:

$$[(A + B) \times C] \div 12 = \text{Average monthly payment for the year.}$$

Where:

A = projected hours the employee is rostered to work during the weeks they are engaged to work during the calendar year, including any paid public holidays falling due to the employee in

accordance with their roster during the weeks they are engaged to work during the calendar year; and

B = pro-rata of four weeks annual leave; and

C = current hourly rate;

- (b) Where an employee elects to have their wages calculated and paid in accordance with the provisions of sub-clause 26(a)(ii):
 - (i) For the purposes of this clause a school year shall mean a calendar year.
 - (ii) Annual leave shall be paid and taken in accordance with the provisions of clause 29 of this agreement;
- (c) the employee must provide the employer with written notification of their decision to have their wages averaged over the calendar year at least 14 days before the completion of the preceding calendar year;
- (d) the decision of the employee is binding until the completion of the last pay period to commence in the calendar year they have elected to have their wages averaged over the year;
- (e) for a calendar year the averaging and payment method will commence from the first full pay period to commence in the year;
- (f) employees shall be paid the average monthly payment for the 12 monthly pay periods of the year;
- (g) any wage increases which become due to the employee during the course of the year will take effect from the commencement of the first full pay period after the effective date of the increase;
- (h) where an employee's hours increase or decrease during the course of the calendar year the average monthly payment for the year shall be recalculated to take into consideration the increase or decrease; and
- (i) where the employee proceeds on any form of leave without pay during the course of the year the cost of that leave without pay will be calculated in accordance with the following formula:

Total hours of LWOP x Current hourly rate = Total cost of leave without pay.

Where leave without pay is taken, the employee's average monthly

payment amount will be reduced by the amounts as necessary until such time as the total cost of leave without pay is recovered by the employer.

27 PROMOTION TO A HIGHER WAGE GROUP

- (a) Where an employee is promoted to a higher wage group they should receive a weekly wage rate that is equal to or higher than their existing wage rate.
- (b) The date for future progression to higher step increments within the wage group will be based on the date of their promotion.

28 ALLOWANCES

28.1 First aid allowance

- (a) Application

An employee who is designated by the employer to perform first aid duty, including the dispensing of medication to students in accordance with medication plans, and who holds a current recognised first aid qualification, will be paid an allowance of:

- (i) \$658.89 per annum; or
- (ii) \$2.75 per day.

- (b) Excluded employees

This allowance does not apply to:

- (i) a nurse;
- (ii) early childhood education and care employees;
- (iii) an employee employed exclusively as a first aid officer; or
- (iv) an employee whose appointment to the position of first aid officer has been taken into account in classifying their position.

28.2 Meal allowance

Where an employer requires an employee:

- (a) to undertake more than two hours' overtime after the completion of a full day of work (defined as not less than 7.6 hours), the employer will provide a meal to

the employee. The exceptions to this are:

- (i) if an employee could reasonably return home for a meal; or
 - (ii) if it is not possible to provide a meal, the employer will pay a meal allowance of \$29.40 to the employee,
- (b) employed in a boarding role, to be on duty during meal times, the employee will be entitled to the meal provided to the school's boarding students.

28.3 On call and recall allowance

(a) On call allowance

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

(b) Recall allowance

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

(c) Exceptions

The on call and recall allowances do not apply to:

- (i) an employee paid a sleepover allowance in accordance with clause 28.4; or
- (ii) an employee provided with reasonable accommodation, including living quarters, fuel and light, and available to the employee for their exclusive use at no cost to the employee.

28.4 Sleepover allowance

(a) Subject to clause 28.4(b), where the employer requires a boarding supervision services employee or a nursing services employee to sleepover on the employer's premises or at a school camp site for a period outside that of the employee's normal rostered hours of duty, the following arrangements will apply:

- (i) the employee will be entitled to an amount of 0.11% of the Level 3.1 annual salary rate in clause 25.3 per sleepover, which is defined as sleeping in at night to undertake duty of care requirements and to be on

- call for emergencies;
 - (ii) where the employee is required by the employer to perform work during a sleepover, the employee will be paid for the time worked at the rate of 150% of the ordinary hourly rate of pay with a minimum payment being for 30 minutes;
 - (iii) any time worked under clause 28.4(a)(ii) will not be taken into account for the purposes of clause 13—Types of employment, and clause 22—Ordinary hours of work;
 - (iv) the payments in this subclause will not extend beyond the period of the sleepover; and
 - (v) the employee will be provided with suitable accommodation, including reasonably convenient bathroom facilities, at no cost to the employee.
- (b) An employee who is provided with reasonable accommodation including living quarters, fuel and light, and available to the employee for their exclusive use is not entitled to the sleepover allowance under clause 28.4(a).
- (c) Where the Employer requires a Teacher Assistant to sleepover at a school camp site for a period outside the employee's normal rostered hours of duty, the following arrangements will apply:
- (i) On the first and last day of the overnight camp, the employee will be paid a maximum of nine (9) hours of work at the employee's Base Rate, depending upon the time of departure and the time of return respectively;
 - (ii) On any other day whilst on an approved overnight camp, the employee will be paid for eleven (11) hours of work at the employee's Base Rate;
 - (iii) any time worked under clause 28.4(c)(i) or clause 28.4(c)(ii) will not be taken into account for the purposes of clause 13—Types of employment, and clause 22—Ordinary hours of work;
 - (iv) the payments in this subclause will not extend beyond the period of the sleepover; and
 - (v) the employee will be provided with suitable accommodation, including reasonably convenient bathroom facilities, at no cost to the employee

28.5 Tool allowance

Where an employer does not provide all tools necessary for a tradesperson to perform

their work, a tradesperson will be paid \$15.29 per week (except for a carpenter or joiner who must be paid \$28.94 per week) extra for supplying and maintaining tools ordinarily required in the performance of their work as a tradesperson. An apprentice will receive the relevant percentage of this allowance.

28.6 Uniform/protective clothing allowance

- (a) Where an employer requires an employee to wear a uniform or protective clothing, which includes clothing and/or footwear, during the performance of the employee's duties, the employer will:
 - (i) provide the uniform or protective clothing, which includes the maintenance and laundering of the items; or
 - (ii) provide a uniform or protective clothing allowance of \$1.20 per day up to a maximum of \$6.00 per week and a laundry allowance of \$0.30 per day up to a maximum of \$1.50 per week; or
 - (iii) reimburse the employee for the purchase price of the uniform or protective clothing and provide a laundry allowance of \$0.30 per day up to a maximum of \$1.50 per week, if the employer does not launder the items.
- (b) Where an employee is required to work in the rain they will be supplied with adequate rainproof clothing.

28.7 Vehicle allowance

- (a) An employee required by the employer to use the employee's motor vehicle in the performance of duties must be paid the following allowances:
 - (i) Motor car
\$0.78 per kilometre with a maximum payment as for 400 kilometres per week.
- (b) Where an employer provides a motor vehicle which is used by an employee in the performance of the employee's duties the employer must pay all expenses including registration, running and maintenance.

28.8 Adjustment of expense related allowances

- (a) During the nominal life of this Agreement each expense related allowance will be increased annually on the first full pay period on or after 1 March by the relevant adjustment factor. The relevant adjustment factor for this purpose is the percentage movement in the applicable index figure most recently

published by the Australian Bureau of Statistics since the allowance was last adjusted.

- (b) The applicable index figure is the index figure published by the Australian Bureau of Statistics for the Eight Capitals Consumer Price Index (Cat No. 6401.0), as follows:

Allowance - Applicable Consumer Price Index figure

- (i) Meal allowance - Take away and fast foods sub-group
- (ii) Tool allowance - Tools and equipment for house and garden component of the household appliances, utensils and tools sub-group
- (iii) Uniform/protective clothing allowance - Clothing and footwear group
- (iv) Vehicle allowance - Private motoring sub-group

29 ANNUAL LEAVE

29.1 General

- (a) Annual leave is provided for in the NES. This clause supplements the NES.
- (b) An employee (other than a casual employee) is entitled to four weeks of paid annual leave for each year of service with the employer. An employee's entitlement to annual leave accrues on a continuous basis according to the number of ordinary hours they worked. Annual leave continues to accrue when an employee takes a period of paid annual leave or paid personal/carer's leave.
- (c) Annual leave will not accrue on unpaid leave unless it is community service leave.
- (d) Exclusions
This clause 29 does not apply to casual employees.
- (e) An employer may require an employee to take their annual leave during non-term weeks.

29.2 Paid leave in advance of accrued entitlement

The Employer may allow an employee to take annual leave either wholly or partly in advance before the leave has accrued if the employee agrees that:

- (a) Where paid leave has been granted to an employee in excess of the employee's accrued entitlement, and

- (b) the employee subsequently leaves or is discharged from the service of the Employer before completing the required amount of service to account for the leave provided in advance,

the Employer is entitled to deduct the amount of leave in advance still owing from any remuneration payable to the employee upon termination of employment.

29.3 **Timing of leave**

- (a) the annual leave provided for by this clause 29 shall be given and taken at a time mutually agreed upon by the employer and the employee;
- (b) where the employer and the employee so agree, annual leave may be broken into any combination;

PROVIDED THAT one (1) period shall be at least two (2) weeks (equivalent to ten (10) working days).

- (c) in the absence of agreement, annual leave shall be given in one (1) period at a time fixed by the employer:
 - (i) after at least one (1) months' notice to the employee; and
 - (ii) within six (6) months of the date when the annual leave became due.
- (d) An Employee has an excessive leave accrual if the Employee has accrued more than 6 weeks' Annual Leave. The Employer may direct the Employee with an excessive leave accrual in writing to take one or more periods of paid Annual Leave.

29.4 **Cashing out of accrued leave entitlement**

Accrued annual leave entitlements may be cashed out subject to:

- (a) mutual agreement in writing between the employer and employee;
- (b) compliance with NES requirements in relation to the cashing out of leave (remaining accrued entitlement must be greater than 4 weeks); and
- (c) consideration of Workplace Health and Safety matters including, but not limited to, when the employee's last period of leave was taken and for how long.

30 PERSONAL/CARER'S LEAVE AND COMPASSIONATE LEAVE

Personal/carer's leave and compassionate leave are provided for in the NES.

30.1 Exclusions

This clause 30 does not apply to:

- (a) casual employees;
- (b) part-time employees (permanent or maximum term) for whom the personal leave day is not a day which the employee would have worked, had it not been deemed a personal leave day; or
- (c) employees entitled to a period of absence covered by Workers Compensation.

30.2 Paid personal leave (sick) / carer's leave

- (a) Paid personal (sick) leave / carer's leave entitlements are provided for in the NES.
- (b) For each year of service with his or her employer, an employee is entitled to 10 days of paid personal/carer's leave.
- (c) Upon commencement of employment Employees will be credited with a personal leave balance equal to the personal leave to be accrued based on the Employees commencing FTE over:
 - (i) for fixed term employees - the fixed term contract period or 12 months, whichever is the lesser;
 - (ii) for ongoing (permanent) employees – 12 months.
- (d) An Employee credited with personal leave under clause 30.2(c) will not accrue any further personal leave during the fixed term contract period or first 12 months of employment (whichever is the lesser).
- (e) Clause 30.2(c) does not apply to fixed term (or replacement) Employees engaged for a period of less than 6 months.
- (f) Accrual of leave

An employee's entitlement to paid personal/carer's leave accrues progressively during a year of service according to the employee's ordinary hours of work, and accumulates from year to year.

30.3 Taking paid personal leave (carers)

An employee may take paid personal/carer's leave if the leave is taken:

- (a) because the employee is not fit for work because of a personal illness, or personal injury, affecting the employee; or

- (b) to provide care or support to a member of the employee's immediate family, or a member of the employee's household, who requires care or support because of:
 - (i) a personal illness, or personal injury, affecting the member; or
 - (ii) an unexpected emergency affecting the member.

30.4 Immediate family members or household members

- (a) An immediate family member is a:
 - (i) spouse
 - (ii) de facto partner
 - (iii) child
 - (iv) parent
 - (v) grandparent
 - (vi) grandchild
 - (vii) sibling, or
 - (viii) child, parent, grandparent, grandchild or sibling of the employee's spouse or de facto partner.
- (b) A household member is any person who lives with the employee.

30.5 Personal leave and termination of employment

Accrued but untaken personal leave will not be paid out to an employee upon termination of employment.

30.6 Discretionary additional leave

In cases where the leave of an employee has been exhausted and the employer considers that extenuating circumstances exist, the employer may, in its discretion, grant further paid or unpaid leave.

30.7 Unpaid carers leave

Unpaid carers leave entitlements are provided for in the NES.

30.8 Paid compassionate leave

- (a) Exclusions

This clause 30.8 does not apply to:

- (i) casual employees; and
- (ii) part-time employees (permanent or maximum term) for whom the compassionate leave day is not a day which the employee would have worked, had it not been deemed a compassionate leave day.

(b) NES and this Agreement

Paid compassionate leave entitlements are as provided for in the NES. This clause 30.8 provides specific detail and application and supplements the NES provisions.

(c) Entitlement

Employees, other than those prescribed in clause 30.8(a) above, shall be entitled to be absent for up to 2 days (or 3 days if the employee is required to travel interstate or intrastate for more than 50kms from the Hobart GPO) of compassionate leave for each occasion (a **permissible occasion**) when a member of the employee's immediate family, or a member of the employee's household: (a) contracts or develops a personal illness that poses a serious threat to his or her life; or (b) sustains a personal injury that poses a serious threat to his or her life; or (c) dies.

30.9 Unpaid compassionate leave

Unpaid compassionate leave entitlements are provided for in the NES.

31 COMMUNITY SERVICE LEAVE

31.1 General

Community service leave is as provided for in the NES.

31.2 Jury Service

- (a) An employee required to appear and serve as a juror in any court shall be entitled to be granted leave for the period during which attendance at court is required.
- (b) The employee must provide to the Employer written proof of the requirement to attend for jury service as well as an estimate of the duration of the absence from duty. The Employer shall be informed immediately of any change to the known period of absence.
- (c) The first 10 days of Jury Service Leave per summons will be paid for by the

Employer.

- (d) After the first 10 days of Jury Service Leave per summons, if the Jury Service Pay received by an employee who proceeds on Jury Service Leave is less than an employee's normal salary that he/she would have received had the employee been at work during the same period, then the difference shall be paid by the Employer.

PROVIDED THAT the employee provides to the Employer proof of attendance, the duration of such attendance and the amount received in respect of such jury service.

- (e) 'Jury Service Pay' means an amount paid in relation to jury service under a law of the Commonwealth, a State or a Territory, other than an amount that is, or that is in the nature of, an expense-related allowance

32 SPECIAL LEAVE – WITH PAY

32.1 Family Violence

- (a) 'Family violence' has the same meaning as under the *Family Violence Act 2004*.
- (b) An employee, excluding a casual employee, experiencing family violence is entitled to (3) three days per annum (non-cumulative) of paid leave.
- (c) This leave will be in addition to existing leave entitlements, and may be taken as consecutive or single days or as a fraction of a day, and can be taken without prior approval.

32.2 Notice and Evidentiary Requirements

- (a) The employee must give the employer notice as soon as reasonably practicable of their request to take leave under this clause.
- (b) If required by the employer, the employee must provide evidence that would satisfy a reasonable person that the leave is pertaining to family violence. Such evidence may include a document issued by the police service, a court, a doctor (including a medical certificate), district nurse, maternal and child health care nurse, a family violence support service, a lawyer or a statutory declaration.
- (c) The employer must take all reasonable measures to ensure that any personal information provided by the employee to the employer concerning an employee's experience of family violence is kept confidential. Information will not be kept on an employee's personnel file without their express written

permission.

33 SPECIAL LEAVE

33.1 General

- (a) An employee may be granted unpaid leave at such a time, for such a period and for such a purpose as may, in the opinion of the employer, be convenient to the school. Application for such leave shall be made at least (12) twelve weeks before such leave is required. However, in the case of an emergency, the employer may waive this notice.
- (b) Special leave without pay may be granted for a specific period but not more than one year. In special circumstances, and with due notice, the employer may agree to an extension of this period, but not for more than a further 12 months. If such leave is granted, while the employee will, on his/her return to work, be reappointed to the same salary level and work under the same conditions that applied immediately prior to the leave being granted, however there will be no guarantee that the employee will return to the same duties or to any position of responsibility.
- (c) Accrued sick leave at the time of taking leave shall not be affected by any period of unpaid leave but sick leave credits shall not accrue during any period of unpaid leave.
- (d) In special circumstances where an employee has exhausted sick leave entitlements, the employer may grant additional leave of absence, as the employer so determines, having regard to the circumstances in each case.
- (e) Where the employer grants leave without pay in excess of 20 days the employee shall not accrue sick leave and annual leave entitlements during such absence.
- (f) Application may be made for leave without pay in conjunction with a period of Long Service Leave. The total period of paid and unpaid leave is limited to a whole term or terms.

33.2 Defence Force Leave

An employee who is a part-time member of any of Australia's Defence Forces may be granted leave of absence for one period of not more than 10 working days in any leave year for the purpose of enabling that employee to attend any training camps at which that employee's compulsory attendance, in that employee's capacity as a part-time

member of the Defence Force is required.

PROVIDED THAT a certificate evidencing the necessity of that employee's attendance or, as the case may be, that employee's eligibility to attend, shall be submitted with an application for leave, and, at the conclusion of the period of leave, that employee shall produce a certificate of attendance, and in each instance, both certificates shall be signed by or on behalf of the person holding office as, or acting in the place of, the commanding officer in Tasmania of the relevant Defence Force.

PROVIDED FURTHER THAT if the remuneration received by an employee (as defined) who proceeds on Defence Force Leave is less than an employee's normal salary that he/she would have received had the employee been at work during the same period, then the difference shall be paid by the employer (as defined).

34 PUBLIC HOLIDAYS

Public holidays are provided for in the NES.

34.1 Exclusions

This clause 34 does not apply to:

- (a) casual employees; and
- (b) part-time employees (permanent or maximum term) for whom the public holiday is not on a day which the employee would have worked, had it not been deemed a public holiday;

34.2 Public holidays

An employee shall be entitled to the following public holidays without loss of pay:

- (a) New Year's Day;
- (b) Australia Day;
- (c) Labour Day;
- (d) Good Friday;
- (e) Easter Monday;
- (f) ANZAC Day;
- (g) Queen's Birthday;
- (h) Regatta Day;
- (i) Christmas Day; and

- (j) Boxing Day.

34.3 Payment for public holidays

- (a) an employee who is entitled to take a public holiday shall be paid as prescribed in clause 25 of this Agreement.

34.4 Payment for work on a public holiday

An employee required to work on a public holiday will be paid at the rate of 250% for ordinary hours performed, unless the employer and the employee have agreed to the employee taking a day off instead of payment in which case the employee will be paid at the ordinary time rate for work on the public holiday.

34.5 Substitution of public holidays

- (a) By agreement between the employer and the majority of employees, an alternative day may be taken as a public holiday instead of any of the days specified by the NES. The agreement will be recorded in writing and made available to every affected employee.
- (b) Where substitution is agreed, the substituted day will be the public holiday for all purposes of this Agreement.

35 SELF FUNDED LEAVE SCHEME

- (a) An employee who has completed a minimum of 12 months of continuous service with the employer and who is covered by this agreement may elect to join the self funded leave scheme offered by the employer. The scheme allows employees to set aside an amount of money from their pay to fund additional leave. This may be done in two ways, either
 - (i) One calendar week (i.e. Monday to Sunday) of additional leave per calendar year, as an ongoing arrangement, subject to the continuing agreement of the employer and employee;
 - (ii) Three calendar weeks of additional leave, which may be accessed as a “one off” once every 5 years, subject to the approval of the employer.
- (b) An employee wishing to join the self funded leave scheme must make written application to the employer notifying them of their nominated arrangement. This letter must be lodged and the application officially approved by the end of February of the calendar year in which the employee wishes to join the scheme (nothing prevents an employee from making application in the preceding

calendar year if they wish). Once membership of the scheme is approved the employee must remain in the scheme for the remainder of that calendar year.

- (c) It is the employer's discretion whether an employee may join the scheme.
- (d) Self funded leave must be taken in one unbroken period and completed (i.e. all self funded leave taken) before the end of the calendar year.
- (e) The actual amount set aside from the employee's pay for the calendar year shall be calculated and agreed as part of the application process, and shall be paid to the employee as a lump sum when they proceed on the period of self funded leave. For clarity, it is the annual deduction which is paid to the employee at the time of taking the leave, not the amount set aside at that time.

PROVIDED THAT, the employer is entitled to recoup any monies owed by the employee if the employee's employment with the employer ceases before the end of the calendar year in which the self funded leave arrangement applied. Such monies may be deducted from the employee's final pay, or where there are insufficient funds payable in the final pay to cover the debt, the employee's monthly pay.

- (f) Application for any period of self funded leave is subject to approval, as is the timing of any leave period. However, as it is a condition of the self funded leave scheme that the leave be taken within the calendar year in which it is funded it is, therefore, incumbent on both the employer and employee to identify suitable leave periods during the calendar year as part of the application and planning process.

If an employee fails to take part or all of their self funded leave in any calendar year the balance of the money set aside to fund their untaken leave pay will be paid to the employee in the December pay. In such circumstances, the self funded leave balance will be reduced to zero by 31 December of that year.

36 EXEAT DAY LEAVE

36.1 Definitions

Exeat Day

A school day, usually preceding or following a weekend in the middle of second or third school term, where boarders are not required to attend school for the purpose of allowing them a long weekend break.

Nominated Exeat Days The nominated Exeat Days for the purposes of this clause shall be Easter Tuesday and the Friday after the Hobart Show Day.

(a) During the life of this agreement an employee who is covered by this agreement and who is a:

(i) permanent employee:

shall be entitled to take the nominated exeat day as paid leave. Such leave shall stand alone and shall not be debited against any other form of leave (e.g. annual leave, public holiday leave, etc.)

PROVIDED THAT a part time employee must be normally rostered to work on the day on which the nominated exeat day falls for them to be eligible for such leave.

(b) The employer may direct an employee in (a) above to work on the nominated exeat day.

PROVIDED THAT where the employer does so the employee is entitled to take another work day off in lieu. The day to be taken in lieu is to be determined by consultation between the employer and the employee and is to be taken within 4 weeks of the nominated exeat day on which the employee was required to work.

37 LONG SERVICE LEAVE

(a) On and from the 1st January 2011 Employees not already entitled to 13 weeks long service leave after 10 years continuous service commenced to accrue long service leave on this formula.

(b) Employees with less than 15 years continuous service as at the 1st January, 2011 (including those who commenced their employment on or after that date) are eligible to take long service leave when they have accrued a minimum balance 13 weeks long service leave in accordance with the accrual rates set out in clause (a) of this section.

(c) An Employee can have a period of long service leave re-credited if an employee can provide a medical certificate to establish that, during that period of long service leave, the employee was unfit for work due to a personal illness or injury.

- (d) If an employee has accrued more than 13 weeks Long Service Leave the Employer will confer with the employee and genuinely try to reach agreement on how to reduce or eliminate the leave accrual. It is expected that employees will not accrue more than 15 weeks of Long Service Leave.

- (e) Notwithstanding the above provisions, long service leave entitlements shall not be less than those prescribed under the Long Service Leave Act 1976, including:
 - (i) The nature of continuous employment:
 - (ii) Payment in lieu of long service leave on the death of an employee:
 - (iii) Payment in lieu of long service leave by agreement:
 - (iv) Computation of ordinary pay:
 - (v) How and when long service leave will be taken:
 - (vi) Entitlement to long service leave on termination of employment:
 - (vii) Settlement of disputes:
 - (viii) Appeals

38 PAID PARENTAL LEAVE

38.1 Primary Carer Leave

- (a) An employee who is the primary carer for the child and who has completed at least 12 months of continuous services is entitled to 12 weeks Paid Parental Leave.
- (b) Annual leave, Personal Leave and Long Service Leave will be accrued by an employee whilst they are receiving Paid Parental Leave.
- (c) If agreed by the School and employee, payment of the Paid Parental Leave shall be made:
 - (i) in the pay period immediately after the commencement of the parental leave; or
 - (ii) at half pay (e.g. 12 weeks at full pay or 24 weeks at half pay).
- (d) Where an employee decides not to return to work following a period of parental

leave, the employee is required to provide the school with written notice, at least 1 term prior to their scheduled date of return to work.

- (e) An employee shall be required to complete a period of at least 12 months continuous service following her/his return to work from parental leave before being eligible for a further period of paid parental allowance in accordance with the above clauses.

38.2 Paid Parental Leave for Staff (Secondary Carer)

- (a) A permanent full time employee covered by this Agreement who has:
 - (i) completed a minimum of 12 months continuous employment with the employer; and
 - (ii) who is the partner of a person expecting a child (or children) (and that partner is the primary carer of the child (or children)); and
 - (iii) and who has not applied for Paid Parental Leave under this enterprise agreement

shall be entitled to 5 days paid leave to be taken at the employee's discretion at/or around:

- (iv) the birth of a child being a child who is born to the employee's partner or de facto partner; or
- (v) the placement of a child with the employee for adoption.

PROVIDED THAT, in the case of clause 38.2(a)(v)), the child placed for adoption must satisfy the criteria set out in Section 85 of the NES in order for the employee to qualify for the period of paid leave.

39 LEAVE INVOLVING INFECTIOUS DISEASES

- (a) Early Childhood Education and Child Care Staff Employees covered by this agreement are entitled to an additional (5) five days personal leave per annum (non-cumulative) for absences resulting from contracting certain infectious diseases. To be eligible for such leave a medical certificate is required.
- (b) The application for Communicable Diseases Leave must be accompanied by a certificate from a registered health practitioner identifying the illness and a statement by the Employee, or other evidence which would satisfy a reasonable person, that the disease or illness was contracted in the course of his/her employment.

- (c) For the purposes of this clause, a communicable disease or illness shall mean a disease classified by the National Health and Medical Research Council and/or the Tasmanian Department of Health and Human Services as communicable and requiring exclusion and includes:
- a) The diseases covered by this clause are: Amoebiasis (*Entamoeba histolytica*)
 - b) *Campylobacter*
 - c) Chickenpox (*Varicella*)
 - d) Conjunctivitis
 - e) *Cryptosporidium* infection
 - f) Diarrhoea
 - g) Diphtheria
 - h) German measles (*Rubella*)
 - i) Giardiasis
 - j) Hand, foot and mouth disease
 - k) *Haemophilus influenzae* type b (*Hib*)
 - l) Hepatitis A
 - m) Impetigo (school sores)
 - n) Influenza and influenza like illnesses
 - o) Leprosy
 - p) Measles
 - q) Meningitis (bacterial)
 - r) Meningitis (viral)
 - s) Meningococcal infection
 - t) Mumps
 - u) Norovirus
 - v) Pertussis (*Whooping Cough*)
 - w) Rotavirus infection
 - x) *Rubella* (*German measles*)
 - y) *Salmonella* infection
 - z) Scabies
 - aa) Scarlet fever (*Streptococcal sore throat*)
 - bb) *Shigella* infection
 - cc) Tuberculosis (*TB*)
 - dd) Typhoid, Paratyphoid
 - ee) Viral gastroenteritis (*viral diarrhoea*)

40 SUPERANNUATION

- (a) Superannuation contributions calculated in accordance with the provisions of Clause 42 (**Salary Sacrifice – Superannuation**), Clause 42(b)(iii) will be made to a complying fund of the employee’s choice. If an employee covered by this agreement fails, for whatever reason, to nominate (or advise the employer of) a complying fund the contribution amount shall be paid to the Default Fund or, if the Default Fund does not offer a MySuper product, any other eligible choice fund that offers a MySuper product.
- (b) Employees may make additional contributions to superannuation by entering into a salary sacrifice arrangement with the school under the terms and condition detailed in Section 42– Salary Sacrifice – Superannuation of this agreement.

41 SALARY PACKAGING

41.1 Definitions

For the purpose of this section:

| | |
|----------------------------|--|
| Benefits | the benefits selected by the employee from the benefits provided by the employer which can include a motor vehicle novated lease. |
| Benefits(s) Value | the amount specified by the employer as the cost to the employer of the benefit(s) provided including fringe benefits tax and packaging fee, if any. |
| Fringe Benefits Tax | tax imposed by the <i>Fringe Benefits Tax Act 1986</i> (Cth) as amended from time to time. |

- (a) This section will facilitate the provision of salary and benefit packages to employees whose employment is covered by this agreement.
- (b) The employer will support a salary packaging arrangement for staff and pass on any rebates it receives under the current Fringe Benefits Ruling at the time.
- (c) Except as provided by this section, an employee covered by this agreement must be employed;
 - (i) at a wage based on the wage rates detailed in Clause 25 – Wage Rates of this agreement; and

- (ii) on terms and conditions not less than those prescribed in this agreement.
- (d) The employer may offer to provide and the employee may agree in writing to accept;
 - (i) the benefits selected by the employee from those made available by the employer; and
 - (ii) a salary equal to the difference between the benefit value and the salary which would have applied to the employee under Clause 41.1(c) of this section in the absence of an agreement under this section.
- (e) The benefits will be those made available by the employer.
- (f) The employer must advise the employee in writing of the benefit value and any packaging fee that will apply before the employee and the employer enter into an agreement pursuant to Clause 41.1(d) of this section.
- (g) The employee authorises the employer to make the appropriate adjustments to the employee's wage in Clause 41.1(d)(ii) as a consequence of any change to a benefit(s) value or packaging fee that may apply.
- (h) The employee shall be liable for any fringe benefit tax (or other tax) and any packaging fees payable on any benefit provided to the employee under this section.
- (i) Where, during the currency of an agreement entered into under Clause 41.1(d) of this section:
 - (i) an employee takes leave on full pay the employee will receive the benefits and salary referred to in Clause 41.1(d) of this section;
 - (ii) an employee takes leave without pay the employee is not entitled to any benefits during the period of leave;
 - (iii) an employee takes leave on less than full pay the employee will receive:
 - (A) the benefits; and
 - (B) an amount of salary calculated by applying the formula:

$$A = W \times P\% - [(100\% - P\%) \times B]$$
 where:

W = the salary determined under Clause 41.1(d) of this section

P% = the percentage of salary payable during the leave

B = the benefit value

A = the amount of salary

(j) Any other payment under this agreement calculated by reference to the employee's wage, however described, and payable:

- (i) during employment; or
- (ii) on termination of employment in respect of untaken paid leave; or
- (iii) on death,

will be at the rate of pay which would have applied to the employee under Clause 41.1(c) of this section, in the absence of an agreement under Clause 41.1(d) of this section.

(k) Where, in relation to any packaging arrangement entered into between the employer and an employee, an overpayment or any other liability occurs as a result of a mistake of fact;

- (i) the employer shall be entitled to reimbursement of any overpayment; and/or
- (ii) the employee shall be responsible for any other liability incurred.

PROVIDED THAT, where the reimbursement of any overpayment or liability is to be made by the employee to the employer the repayment schedule shall be determined by negotiation between the employer and the employee.

(l) The employee will be required to seek independent financial advice prior to entering into any packaging arrangement that may be offered by the employer.

(m) Arrangements made under this section cease on the written advice of the employee, on the termination of employment with the employer, the inability of the employer to continue such arrangements, or through any legislative changes that may prevent continuation of any such arrangement.

42 SALARY SACRIFICE - SUPERANNUATION

(a) During the life of this agreement, and to the extent that legislation allows at the time, the employer will enter into arrangements that will enable the employee to sacrifice salary into superannuation.

(b) For all requests for salary sacrificing:

- (i) An employee will be required to seek independent financial advice prior to entering into any salary sacrificing arrangement that may be offered by the employer
- (ii) An employee will be required to provide notice in writing of any request for salary sacrificing and discuss the matter with the Business Manager of the school before entering into any agreement so that all parties are clear of what the intention of each is.
- (iii) The employer superannuation contribution shall be determined by reference to;
 - (A) the Superannuation Guarantee Contribution Act, as amended from time to time; and
 - (B) the employee's wage, which will be determined by reference to Section 25 – Wage Rates of this agreement.
- (c) Should circumstances arise where continuation of the arrangement agreed to by the parties will result in financial detriment to either party (e.g. alteration to the current legislation) the arrangement may be terminated by either party with immediate effect, provided that the notification of termination is made in writing to the other party.

43 ANNUAL SHUTDOWN

The school may choose to have a mandatory shut down over the Christmas/New Year period each year. Where such a shutdown occurs it will commence on a date as nominated by the School with regards to the reasonable requirements of the School, to be no later than 24 December (or the Friday prior if the 24th is a Saturday or Sunday) and be for a maximum of 19 days, including weekends and Public Holidays. Employees will be required to use part of their annual leave. If an employee does not have sufficient annual leave it will be classified as Leave Without Pay unless an arrangement is agreed to by the School covering the period. Should circumstances necessitate that an employee is required to work during the annual shutdown period the work arrangement shall be subject to negotiation between the employer and the employee.

44 ANNUAL CHRISTMAS SHUTDOWN LEAVE

44.1 Employees not entitled to the provisions of this clause include:

- (a) Those who receive rostered days off.

- (b) Those receiving in excess of 4 weeks paid leave per annum (not including EXEAT day and Easter Tuesday).
- (c) Part time employees (working 0.5 FTE or less) or casual employees.
- (d) Those who work over 38 hours per week and receive a regular payment for overtime during term time within their employment arrangement.
- (e) Employees under special arrangements where this clause is excluded under their employment agreement.

44.2 Definitions

Employment year for the purposes of this clause, the period between the end of an Annual Christmas Shutdown Leave period and the commencement of the following Annual Christmas Shutdown Leave period.

Normal weekly wage the employee's basic weekly rate of pay, calculated by multiplying their normal hourly rate by 38.

44.3 Hours of Work

- (a) A permanent full time employee covered by this agreement will, except for overtime and make up time, work their standard hours on each and every day they are required to work.
- (b) For clarity, this means that there will be no opportunity to work shortened hours during non-term periods unless, by application, Christmas Shutdown Leave is forfeited in lieu. Eligible Staff will receive the Christmas Shutdown period in accordance with this clause unless they "opt out" of the leave and select to work shortened hours by application to the employer. Eligible employees wishing to "opt out" of this clause are to make application to the employer no later than the first of November each year
- (c) The requirement to work standard hours may be varied on an individual basis by agreement with the employer.

44.4 Christmas Shut Down Leave

- (a) This clause became operative from the beginning of the 2011 calendar year.
- (b) The premise behind this clause is that employees accept that the time is granted based on the willingness for employees to meet the demands of their work during the course of their employment within term weeks.

- (c) A permanent full time employee covered by this agreement who:
- (i) is participating in the Annual Christmas Shutdown Leave Scheme; and
 - (ii) has been employed by the employer for the duration of the “employment year” at the time of the commencement of the Annual shut down period; and
 - (iii) has not taken any form of leave during the “employment year” which would constitute a break in their continuous service,

will receive a maximum of 4 days of Christmas shutdown leave. The period covered by this clause relates to working days between and including the last weekday prior to Christmas Day and New Year’s Day. Employees shall be paid for the period of Christmas shutdown leave in the pay immediately preceding the Annual shutdown period. The Christmas shutdown leave is not considered to be annual leave and shall be taken as leave wholly within the shutdown period following payment.

PROVIDED THAT:

- (iv) the entitlement to the Christmas shutdown leave and payment will expire at the end of the Annual shutdown period and is not transferable for any reason. If the Christmas shutdown leave/payment is not taken or received by the end of the Annual shut down period to which it applies the employee forfeits the right to the leave and/or payment.
- (v) a permanent full time employee who has worked less than the full employment year, and who remains in the employ of the employer at the commencement of the Annual shutdown period will be entitled to a pro-rata Christmas shutdown leave/payment based on their employment year service at that time (rounded to the nearest full days).
- (vi) a permanent full time employee who leaves the employ of the employer during the course of the employment year (i.e. before the commencement of the Annual shutdown period) will not be entitled to the Christmas shutdown leave/payment, pro-rata or otherwise.
- (vii) a permanent full time employee on any form of leave without pay and/or parental leave at the time of commencement of the Annual shutdown period will not be entitled to the Christmas shutdown leave/payment, pro-rata or otherwise.

- (viii) The balance of the Annual shutdown period, other than the period paid as Christmas shutdown leave, shall be taken as annual leave or, where the person has insufficient entitlement to annual leave to cover the balance of the Annual shutdown period, leave without pay.
- (d) The Christmas shutdown leave payment will be calculated using the following formula:

Employee's normal weekly wage at the time of the payment X 80%

Full time equivalent pro-rata calculations apply to Part Time and Term Time staff
- (e) For the purpose of this clause, and in all other respects, the Annual shutdown period shall be considered as a period continuous service, except where the employee is on any form of leave without pay and/or parental leave at the time of the shutdown.
- (f) The duration and dates of the Annual shutdown period is to be determined by the employer, but shall not exceed 19 days in duration, inclusive of weekends and public holidays (Clause 43 (**Annual Shutdown**) in this Agreement). The employer to provide notice to employees of the dates and duration of the forthcoming Annual shutdown period by the end of October each year.
- (g) The Annual Shutdown periods during the nominal life of this Agreement will be (excluding weekends and public holidays):
 - (i) Monday 24 December 2018 (inclusive) until Sunday 6 January 2019 (inclusive);
 - (ii) Monday 23 December 2019 (inclusive) until Sunday 5 January 2020 (inclusive); and
 - (iii) Thursday, 24 December 2020 (inclusive) until Sunday, 10 January 2021.

45 UNION DELEGATE LEAVE

An employee who is acting as a union delegate (for each union that is a party to this agreement) is entitled to one day per annum (non-cumulative) of paid leave to attend trade union training.

46 PROFESSIONAL LEARNING


- (a) Collegiate School is committed to providing a continuous staff development program to enhance the skills and knowledge of all staff to enable them to contribute effectively and creatively to the School's mission.
- (b) Staff professional learning is conducted during Orientation Week. The content, scope and duration of the Orientation Week program for staff covered by this Agreement shall be determined by the School in accordance with the School's Policy and in consultation with the Professional Learning committee.
- (c) The School affords opportunities for professional learning and development as provided for within School Policy.

47 ABSORPTION OF FAIR WORK COMMISSION ADJUSTMENTS


Where the Award wage rates exceed the Agreement wage rates the Award wage rates shall apply

48 SIGNATORIES

For and on behalf of the Board of St Michael's Collegiate School, 218 Macquarie St, HOBART.

Name: FERGUS LEICESTER
Signature: 
Address: 218 Macquarie St, Hobart Tas 7000
Title: COO

For and on behalf of the Employees employed as General and Early Childhood Education and Care Staff by the employer (nominated representative).

Name: TIMOTHY INNES-BROWN
Signature: 
Address: 218 Macquarie St. Hobart Tas 7000
Title: Director at ICT

SCHEDULE 1

This is Schedule 1 outlining the classification structure for Early Childhood Education and Care Staff, referred to in Clause 25.3 of this Agreement

Early Childhood Education and Care (ECEC)

1. Level 1

This is an employee who has no formal qualifications but is able to perform work within the scope of this level. The employee will work under direct supervision in a team environment and will receive guidance and direction at all times. The employee will receive structured and regular on-the-job training to perform the duties expected at this level. Normally an employee at this level will not be left alone with a group of children.

Indicative duties

- (a) Learning and implementing the policies, procedures and routines of the service.
- (b) Learning how to establish relationships and interact with children.
- (c) Learning the basic skills required to work in this environment with children.
- (d) Giving each child individual attention and comfort as required.
- (e) Basic duties including food preparation, cleaning and gardening.

Progression

A Level 1 employee will progress to the next level after a period of one year or earlier if the employer considers the employee capable of performing the work at the next level or if the employee actually performs work at the next level.

2. Level 2

This is an employee who has completed 12 months in Level 1, or a relevant AQF Certificate II, or in the opinion of the employer has sufficient knowledge and experience to perform the work within the scope of this level. An employee at this level has limited knowledge and experience in children's services and is expected to take limited responsibility for their own work.

Indicative duties

- (a) Assist in the implementation of the children's program under supervision.
- (b) Assist in the implementation of daily care routines.
- (c) Develop awareness of and assist in maintenance of the health and safety of the children in care.
- (d) Give each child individual attention and comfort as required.
- (e) Understand and work according to the centre or service's policies and procedures.
- (f) Demonstrate knowledge of hygienic handling of food and equipment.

3. Level 3

This is an employee who has completed AQF Certificate III in Children's Services or an equivalent qualification or, alternatively, this employee will possess, in the opinion of the employer, sufficient knowledge or experience to perform the duties at this level. An employee appointed at this level will also undertake the same duties and perform the same tasks as a ECEC Level 2.

Indicative duties

- (a) Assist in the preparation, implementation and evaluation of developmentally appropriate programs for individual children or groups.
- (b) Record observations of individual children or groups for program planning purposes for qualified staff.
- (c) Under direction, work with individual children with particular needs.
- (d) Assist in the direction of untrained staff.
- (e) Undertake and implement the requirements of quality assurance.
- (f) Work in accordance with food safety regulations.

Progression

Subject to this Agreement, an employee at this level is entitled to progression to Level 3.3. An employee at this level who has completed an AQF Diploma in Children's Services or equivalent, and who demonstrates the application of skills and knowledge acquired beyond the competencies required for AQF Certificate III in the ongoing performance of their work, must be paid no less than the rate prescribed for Level 3.4.

Any dispute concerning an employee's entitlement to be paid at Level 3.4 may be dealt with in accordance with Clause 9 of this Agreement, which may require the employee to demonstrate that they utilise skills and knowledge above those prescribed for Level 3 but below those prescribed for Level 4.

4. Level 4

This is an employee who has completed a Diploma in Children's Services or equivalent (e.g. Certificate IV in Out of School Hours Care) as recognised by regulatory authorities and is appointed as the person in charge of a group of children in the age range from birth to 12 years

An employee at this level will also take on the same duties and perform the same tasks as a ECEC Level 3.

Indicative duties

- (a) Responsible, in consultation with the Assistant Manager/Manager Director for the preparation, implementation and evaluation of a developmentally appropriate program for individual children or groups.
- (b) Responsible to the Assistant Manager/Manager for the supervision of students on placement.
- (c) Responsible for ensuring a safe environment is maintained for both staff and children.
- (d) Responsible for ensuring that records are maintained accurately for each child in their care.
- (e) Develop, implement and evaluate daily care routines.
- (f) Ensure that the centre or service's policies and procedures are adhered to.
- (g) Liaise with families.

5. Level 4A

This is an employee who has not obtained the qualifications required for a Level 4 employee who performs the same duties as a Level 4 employee.

6. Level 5

This is an employee who has completed an AQF Level V Diploma in Children's Services or equivalent and is appointed as:

- (a) an Assistant Manager of a service;
- (b) a Children's Services Co-ordinator;
- (c) a Family Day Care Co-ordinator;
- (d) a Family Day Care Trainee Supervisor; or
- (e) a School Age Care Co-ordinator.
- (a) An **Assistant Manager** will also take on the same duties and perform the same tasks as a ECEC Level 4.

Indicative duties

- (a) Co-ordinate and direct the activities of employees engaged in the implementation and evaluation of developmentally appropriate programs.
- (b) Contribute, through the Manager, to the development of the centre or service's policies.
- (c) Co-ordinate centre or service operations including Occupational Health and Safety, program planning, staff training.
- (d) Responsible for the day-to-day management of the centre or service in the temporary absence of the Manager and for management and compliance with regulatory and all statutory and quality assurance issues.
- (e) Generally supervise all employees within the service.
- (f) A **Children's Service Co-ordinator** undertakes additional responsibilities including:
 - co-ordinating the activities of more than one group;
 - supervising staff, trainees and students on placement; and
 - assisting in administrative functions.
- (g) A **Family Day Care Co-ordinator** undertakes the following indicative duties:
 - arranges, administers and monitors a number of Family Day Care placements;
 - responsible for the direction, supervision and training of a number of family based childcare workers;
 - implements regulations and accreditation requirements for family day care;
 - assists in recruiting and approving the registration of family based childcare workers in accordance with the scheme's policies and Education and Care Services National Regulations;
 - documents, interprets and uses information about children;
 - assists family based childcare workers to develop care routines for children;
 - communicates effectively with family based childcare workers, children, parents and families;
 - applies well-developed theoretical knowledge to the care situations with respect to cultural diversity, gender issues and scheme philosophy;
 - responsible for the quality of their own work and the work of others; and
 - ensures that records are maintained and up to date.
- (h) A **Family Day Care Trainee Supervisor** undertakes the following indicative

duties:

provides support and guidance to family based childcare workers undertaking the AQF Certificate III Traineeship;

undertakes supervision visits for the purpose of on-the-job workplace assessment;

organises training assistance such as additional resources, in-service sessions and study groups as required; and

contributes to the development of the schemes policies.

- (i) An **unqualified Co-ordinator** who co-ordinates and manages a standalone out-of-school hours care and/or vacation care centre may undertake the following:

develop and/or oversee programs and ensure they offer a balance of flexibility, variety, safety and fun;

supervise the programs/activities and each staff member is fulfilling their relevant duties and responsibilities;

carry out administrative tasks including fee collection and receipting, banking, staff pay, etc.;

administer first aid when appropriate and ensure that injured children receive appropriate medical attention;

work positively with parents and/or committees; and

understand and work in accordance with the centre or service's policies.

7. **Level 5A**

This is an employee who has not obtained the qualification required for a Level 5 employee who performs the same duties as a Level 5 employee.

8. **Level 6—Manager**

A Manager is an employee who holds a relevant Degree or a 3 or 4 year Early Childhood Education qualification, or an AQF Advanced Diploma, or a Diploma in Children's Services, or a Diploma in Out-of-Hours Care; or is otherwise a person possessing such experience, or holding such qualifications deemed by the employer or the relevant legislation to be appropriate or required for the position, and who is appointed as the Manager of a service.

(a) **Indicative duties**

Responsible for the overall management and administration of the service.

Supervise the implementation of developmentally appropriate programs for children.

Recruit staff in accordance with relevant regulations.

Maintain day-to-day accounts and handle all administrative matters.

Ensure that the centre or service adheres to all relevant regulations and statutory requirements.

Ensure that the centre or service meets or exceeds quality assurance requirements.

Liaise with families and outside agencies.

Formulate and evaluate annual budgets.

Liaise with management committees as appropriate.

Provide professional leadership and development to staff.

Develop and maintain policies and procedures for the centre or service.

(b) Manager Level 1

A Manager Level 1 is an employee appointed as the Manager of a service licensed for up to 39 children or a Family Day Care service of no more than 30 family based childcare workers and is paid at the Level 6.1 to 6.3 salary range.

(c) Manager Level 2

A Manager Level 2 is an employee appointed as the Manager of a service licensed for between 40 and 59 children or a Family Day Care service with between 31 and 60 family based childcare workers and is paid at the Level 6.4 to 6.6 salary range.

(d) Manager Level 3

A Manager Level 3 is an employee appointed as the Manager of a service licensed for 60 or more children or a Family Day Care service with more 60 family based childcare workers and is paid at the Level 6.7 to 6.9 salary range.

(e) Qualified Co-ordinator

This is also the level for a qualified Co-ordinator who co-ordinates and manages a standalone out-of-school hours care and/or vacation care centre and has successfully completed a post-secondary course of at least two years in Early Childhood Studies or an equivalent qualification.

A Co-ordinator appointed to co-ordinate the activities of a service licensed to accommodate up to 59 children will be paid at the salary range Level 6.1 to 6.3.

A Co-ordinator appointed to co-ordinate the activities of a service licensed to accommodate 60 or more children will be paid at the salary range Level 6.4 to 6.6.

9. Level 6A

This is an employee who has not obtained the qualification required for a Level 6 employee who performs the same duties as a Level 6 employee.

SCHEDULE 2

CLAUSE 23

Department of Justice
OFFICE OF THE SECRETARY

Level 14, Trafalgar Building, 110 Collins Street, Hobart
GPO Box 825, Hobart Tas 7001
Phone 03 6165 4943 Fax 03 6233 2332
Email Simon.Overland@justice.tas.gov.au Web www.justice.tas.gov.au



Mr Fergus Leicester
Chief Operating Officer
St Michael's Collegiate School
PO Box 215
SANDY BAY TAS 7006

Dear Mr Leicester

Application for exemption under the Long Service Leave Act 1976

I refer to your correspondence of 21 May 2015 regarding a request for an exemption from certain provisions in the *Long Service Leave Act 1976* (the Act).

The purpose of your request is to provide St Michael's Collegiate School (Collegiate) employees (both teaching and non-teaching staff, including child care staff) with entitlements for long service leave greater than those which normally apply under the Act.

Specifically, your exemption application is to allow for the following arrangements:

1. Collegiate employees will be entitled to 13 weeks long service leave in respect of every 10 years of continuous employment.

The current entitlement under the Act is 8½ weeks long service leave after 10 years of continuous employment. The exemption application provides Collegiate employees an entitlement of 13 weeks long service leave after 10 years of continuous employment. The exemption also provides for similar leave entitlements for each subsequent 10 years of continuous employment.

This proposed arrangement requires an exemption from sections 8(2)(a)(i) and 8(2)(a)(ii) of the Act and from that part of section 12(10)(a) that refers to "in respect of his first period of entitlement and 8½ weeks in respect of a subsequent period of entitlement".

2. Where a Collegiate employee has completed 7 years but less than 10 years of continuous employment and the circumstances in section 8(3) apply, the employee will be entitled to pro rata long service leave as bears the same proportion to 13 weeks as the total period of the employee's employment bears to 10 years.

This proposed arrangement reflects the change in the long service leave entitlement from 8½ weeks after 10 years to 13 weeks after 10 years.

This proposed arrangement requires an exemption from section 8(2)(b) of the Act.

3. **On termination of employment, a Collegiate employee will be entitled to an additional period of long service leave in respect of the number of years of continuous employment since the last accrual of long service leave which bears the same proportion to 13 weeks as that number of years bears to 10 years.**

This proposed arrangement reflects the change to the long service leave entitlement to 13 weeks after 10 years rather than $8\frac{2}{3}$ weeks after 10 years (the entitlement provided under the Act).

This proposed arrangement requires an exemption from section 8(2)(a)(iii) of the Act.

4. **Where an employee dies whilst he or she is still in the continuous employment of Collegiate having completed:**

- (a) **more than 10 years of continuous employment with Collegiate, it shall, in addition to any sum payable under section 9(1) of the Act, pay to the employee's personal representatives, in respect of that period of continuous employment that is after the last accrual of entitlement to long service leave, a sum equal to the amount of his or her ordinary pay for a period equalling $1/40^{\text{th}}$ of the first-mentioned period; or**
- (b) **at least 7 years, but less than 10 years of continuous employment with Collegiate, it shall pay to the employee's personal representatives a sum equal to the amount of the employee's ordinary pay for a period equalling $1/40^{\text{th}}$ of the period of his or her continuous employment.**

These proposed arrangements reflect the higher accrual rate of 13 weeks after 10 years.

This proposed arrangement requires an exemption from section 9(2) of the Act.

In summary, the proposed long service leave arrangements require exemption from the operation of the following provisions in the Act:

- Section 8(2)(a)(i);
- Section 8(2)(a)(ii);
- Section 8(2)(a)(iii);
- Section 8(2)(b);
- Section 9(2); and
- that part of section 12(10)(a) which refers to "in respect of his first period of entitlement and $8\frac{2}{3}$ weeks in respect of a subsequent period of entitlement".

In considering your application for exemption, I am satisfied in accordance with section 7(1) that Collegiate employees will be entitled to benefits that are not less favourable than those prescribed by the Act and it is in the best interests of the employees that the exemption be granted.

Pursuant to section 7 of the Act, an exemption is granted for a period of five years, to enable entitlements to be offered as outlined above. Please note that in all other respects, the provisions of the Act apply.

Should you have any queries, please contact Tara Hewitt at WorkSafe Tasmania on 6166 4628 in the first instance.

Yours sincerely

A handwritten signature in black ink, appearing to read 'S Overland', written in a cursive style.

Simon Overland
Secretary

29 September 2015

IN THE FAIR WORK COMMISSION

FWC Matter No.:

AG2018/2927

Applicant:

St Michael's Collegiate School

Undertaking- section 190

I, Fergus Leicester, Chief Operating Officer of the Trustee for Christ College trust trading as St Michael's Collegiate School give the following undertakings with respect to the St Michael's Collegiate School (General Staff and Early Childhood Education and Care Staff) Enterprise Agreement 2018 ("the Agreement"):

1. I have the authority given to me by St Michael's Collegiate School to provide this undertaking in relation to this application before the Fair Work Commission.
2. In terms of 'Paid Personal Leave (Sick)/Carer's Leave', clause 30.2(e) will not apply to fixed term (or replacement) employees engaged for a period of less than 6 months. For the avoidance of doubt fixed term (or replacement) employees engaged for a period of less than 6 months will get the Personal Leave (Sick)/Carer's Leave' entitlement.
3. An Employee, other than Boarding House Supervisors or Early Childhood Education and Care staff, will be paid overtime for all authorised work performed outside of or in excess of the ordinary or rostered hours as follows as well as (if applicable) any time in excess of the maximum ordinary hour per day:

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


4. Boarding House Supervisors with hours which are not averaged over a twelve-month period (in accordance with clause 21 (c)) will be paid penalty and overtime rates in accordance with the *Education Services (Schools) General Staff Award 2010* for any hours worked prior to 6am or after 6pm Monday to Sunday.

5. The employer will audit the payments of all casual SOS1 and CRS1A Business Services Staff employees on a monthly basis and review their pays against the *Education Services (Schools) General Staff Award 2010*. If the employees are not better off overall, the employer will pay the Employees the difference between what they received and what they would have received in accordance with the Award plus 5%.

6. In clause 21(b)(i), 'Sunday' will be replaced with 'Friday' and '8pm' will be replaced with '6pm'.

Employer name: St Michael's Collegiate School

Authority to sign: Fergus Leicester (Chief Operating Officer)

Signature: 

Date: 4 December 2018