

Educational Services (Schools) General Staff Award 2010

This Fair Work Commission consolidated modern award incorporates all amendments up to and including 24 April 2020 ([PR718559](#)).

Clause(s) affected by the most recent variation(s):

Schedule J

Current review matter(s): [AM2014/47](#); [AM2014/190](#); [AM2014/196](#); [AM2014/197](#); [AM2014/225](#); [AM2014/300](#); [AM2014/301](#); [AM2015/1](#); [AM2015/2](#); [AM2015/6](#); [AM2016/15](#); [AM2016/17](#); [AM2016/8](#)

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[Varied by [PR991584](#), [PR994501](#), [PR532630](#), [PR544519](#), [PR546288](#), [PR557581](#), [PR573679](#), [PR582995](#), [PR584095](#), [PR609395](#), [PR610240](#), [PR701479](#), [PR718141](#), [PR718559](#)]

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Part 1—Application and Operation

1. Title

This award is the *Educational Services (Schools) General Staff Award 2010*.

2. Commencement and transitional

[Varied by [PR991584](#), [PR542196](#)]

2.1 This award commences on 1 January 2010.

2.2 The monetary obligations imposed on employers by this award may be absorbed into overaward payments. Nothing in this award requires an employer to maintain or increase any overaward payment.

2.3 This award contains transitional arrangements which specify when particular parts of the award come into effect. Some of the transitional arrangements are in clauses in the main part of the award. There are also transitional arrangements in Schedule A. The arrangements in Schedule A deal with:

- minimum wages and piecework rates
- casual or part-time loadings
- Saturday, Sunday, public holiday, evening or other penalties
- shift allowances/penalties.

[2.4 varied by [PR542196](#) ppc 04Dec13]

2.4 Neither the making of this award nor the operation of any transitional arrangements is intended to result in a reduction in the take-home pay of employees covered by the award. On application by or on behalf of an employee who suffers a reduction in take-home pay as a result of the making of this award or the operation of any transitional arrangements, the Fair Work Commission may make any order it considers appropriate to remedy the situation.

[2.5 varied by [PR542196](#) ppc 04Dec13]

2.5 The Fair Work Commission may review the transitional arrangements in this award and make a determination varying the award.

[2.6 varied by [PR542196](#) ppc 04Dec13]

2.6 The Fair Work Commission may review the transitional arrangements:

- (a) on its own initiative; or
- (b) on application by an employer, employee, organisation or outworker entity covered by the modern award; or

- (c) on application by an organisation that is entitled to represent the industrial interests of one or more employers or employees that are covered by the modern award; or
- (d) in relation to outworker arrangements, on application by an organisation that is entitled to represent the industrial interests of one or more outworkers to whom the arrangements relate.

3. Definitions and interpretation

[Varied by [PR994501](#), [PR997772](#), [PR503720](#), [PR544176](#), [PR546056](#)]

3.1 In this award, unless the contrary intention appears:

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

[Definition of **adult apprentice** inserted by [PR544176](#) ppc 01Jan14]

adult apprentice means an apprentice who is 21 years of age or over at the commencement of their apprenticeship

[Definition of **agreement-based transitional instrument** inserted by [PR994501](#) from 01Jan10]

agreement-based transitional instrument has the meaning in the *Fair Work (Transitional Provisions and Consequential Amendments) Act 2009* (Cth)

award-based transitional instrument has the meaning in the *Fair Work (Transitional Provisions and Consequential Amendments) Act 2009* (Cth)

[Definition of **default fund employee** inserted by [PR546056](#) ppc 01Jan14]

default fund employee means an employee who has no chosen fund within the meaning of the *Superannuation Guarantee (Administration) Act 1992* (Cth)

[Definition of **defined benefit member** inserted by [PR546056](#) ppc 01Jan14]

defined benefit member has the meaning given by the *Superannuation Guarantee (Administration) Act 1992* (Cth)

[Definition of **Division 2B State award** inserted by [PR503720](#) ppc 01Jan11]

Division 2B State award has the meaning in Schedule 3A of the *Fair Work (Transitional Provisions and Consequential Amendments) Act 2009* (Cth)

[Definition of **Division 2B State employment agreement** inserted by [PR503720](#) ppc 01Jan11]

Division 2B State employment agreement has the meaning in Schedule 3A of the *Fair Work (Transitional Provisions and Consequential Amendments) Act 2009* (Cth)

[Definition of **employee** substituted by [PR997772](#) from 01Jan10]

employee means national system employee within the meaning of the Act

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[Definition of **employer** substituted by [PR997772](#) from 01Jan10]

employer means national system employer within the meaning of the Act

enterprise award-based instrument has the meaning in the *Fair Work (Transitional Provisions and Consequential Amendments) Act 2009* (Cth)

[Definition of **exempt public sector superannuation scheme** inserted by [PR546056](#) ppc 01Jan14]

exempt public sector superannuation scheme has the meaning given by the *Superannuation Industry (Supervision) Act 1993* (Cth)

general employee means an employee of a school providing:

- (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 provide support to teachers and students in a primary or secondary classroom or to individual students or groups of students;
- (c) **curriculum/resources services**—being an employee whose principal duties are to support the operation of curriculum-related services, such as those provided by a library, laboratory or a technology centre;
- (d) **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;
- (e) **nursing services**—being an employee who is a registered nurse in the relevant State/Territory and is employed as such;
- (f) **preschool/childcare services**—being an employee whose principal duties are to work with children in a preschool, early learning centre or kindergarten operated by a school for pre-primary aged children, a childcare centre or an outside school hours care program (other than a qualified preschool/early childhood teacher);
- (g) **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;
- (h) **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;

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- (iv) gardening, turf management, farming;
 - (v) retailing—canteens, uniform shops, book shops;
 - (vi) cooking/catering, housekeeping, laundry; and
 - (vii) bus driving and vehicle maintenance.
- (i) **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.

[Definition of **MySuper product** inserted by [PR546056](#) ppc 01Jan14]

MySuper product has the meaning given by the *Superannuation Industry (Supervision) Act 1993* (Cth)

NES means the National Employment Standards as contained in [sections 59 to 131](#) of the *Fair Work Act 2009* (Cth)

non-term week means weeks in the school year other than term weeks and include periods designated as school holidays for students

[Definition of **on-hire** inserted by [PR994501](#) from 01Jan10]

on-hire means the on-hire of an employee by their employer to a client, where such employee works under the general guidance and instruction of the client or a representative of the client

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

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

school year means 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

standard rate means the annual salary applicable to Level 3.1 in clause 15—Minimum wages

term weeks means the weeks in the school year that students are required to attend school as set out in the school calendar of each school

[Definition of **transitional minimum wage instrument** inserted by [PR994501](#) from 01Jan10]

transitional minimum wage instrument has the meaning in the *Fair Work (Transitional Provisions and Consequential Amendments) Act 2009* (Cth)

- 3.2** Where this award refers to a condition of employment provided for in the NES, the NES definition applies.

4. Coverage

[Varied by [PR994501](#)]

- 4.1** Subject to clauses 4.2, 4.3 and, 4.4 this award covers employers in the school education industry throughout Australia and their employees employed in the classifications contained in Schedule B to the exclusion of any other modern award.

- 4.2** The award does not cover an employee excluded from award coverage by the Act.

- 4.3** The award does not cover employees who are covered by a modern enterprise award, or an enterprise instrument (within the meaning of the *Fair Work (Transitional Provisions and Consequential Amendments) Act 2009* (Cth)), or employers in relation to those employees.

[New 4.4 inserted by [PR994501](#) from 01Jan10]

- 4.4** The award does not cover employees who are covered by a State reference public sector modern award, or a State reference public sector transitional award (within the meaning of the *Fair Work (Transitional Provisions and Consequential Amendments) Act 2009* (Cth)), or employers in relation to those employees.

[New 4.5 inserted by [PR994501](#) from 01Jan10]

- 4.5** This award covers any employer which supplies labour on an on-hire basis in the industry set out in clause 4.1 in respect of on-hire employees in classifications covered by this award, and those on-hire employees, while engaged in the performance of work for a business in that industry. This subclause operates subject to the exclusions from coverage in this award.

[4.6 inserted by [PR994501](#) from 01Jan10]

- 4.6** This award covers employers which provide group training services for apprentices and/or trainees engaged in the industry and/or parts of industry set out at clause 4.1 and those apprentices and/or trainees engaged by a group training service hosted by a company to perform work at a location where the activities described herein are being performed. This subclause operates subject to the exclusions from coverage in this award.

[4.4 renumbered as 4.7 by [PR994501](#) from 01Jan10]

- 4.7** This award does not apply to:
- (a) a teacher engaged as such;
 - (b) a principal or deputy principal, however named;
 - (c) a bursar or business manager, however named being the most senior administrative employee employed with delegated authority to act for the employer; or

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- (d) a member of a recognised religious teaching order and/or a Minister of Religion or a person engaged for the purpose of religious instruction, supervision of prayers or to undertake other religious duties of a non-teaching nature.

[4.5 renumbered as 4.8 by [PR994501](#) from 01Jan10]

4.8 Where an employer is covered by more than one award, an employee of that employer is covered by the award classification which is most appropriate to the work performed by the employee and to the environment in which the employee normally performs the work.

NOTE: where there is no classification for a particular employee in this award it is possible that the employer and that employee are covered by an award with occupational coverage.

5. Access to the award and the National Employment Standards

The employer must ensure that copies of this award and the NES are available to all employees to whom they apply either on a noticeboard which is conveniently located at or near the workplace or through electronic means, whichever makes them more accessible.

6. The National Employment Standards and this award

The [NES](#) and this award contain the minimum conditions of employment for employees covered by this award.

7. Individual flexibility arrangements

[Varied by [PR542196](#); 7—Award flexibility renamed and substituted by [PR610240](#) ppc 01Nov18]

7.1 Despite anything else in this award, an employer and an individual employee may agree to vary the application of the terms of this award relating to any of the following in order to meet the genuine needs of both the employee and the employer:

- (a) arrangements for when work is performed; or
- (b) overtime rates; or
- (c) penalty rates; or
- (d) allowances; or
- (e) annual leave loading.

7.2 An agreement must be one that is genuinely made by the employer and the individual employee without coercion or duress.

7.3 An agreement may only be made after the individual employee has commenced employment with the employer.

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- 7.4** An employer who wishes to initiate the making of an agreement must:
- (a) give the employee a written proposal; and
 - (b) if the employer is aware that the employee has, or reasonably should be aware that the employee may have, limited understanding of written English, take reasonable steps (including providing a translation in an appropriate language) to ensure that the employee understands the proposal.
- 7.5** An agreement must result in the employee being better off overall at the time the agreement is made than if the agreement had not been made.
- 7.6** An agreement must do all of the following:
- (a) state the names of the employer and the employee; and
 - (b) identify the award term, or award terms, the application of which is to be varied; and
 - (c) set out how the application of the award term, or each award term, is varied; and
 - (d) set out how the agreement results in the employee being better off overall at the time the agreement is made than if the agreement had not been made; and
 - (e) state the date the agreement is to start.
- 7.7** An agreement must be:
- (a) in writing; and
 - (b) signed by the employer and the employee and, if the employee is under 18 years of age, by the employee's parent or guardian.
- 7.8** Except as provided in clause 7.7(b), an agreement must not require the approval or consent of a person other than the employer and the employee.
- 7.9** The employer must keep the agreement as a time and wages record and give a copy to the employee.
- 7.10** The employer and the employee must genuinely agree, without duress or coercion to any variation of an award provided for by an agreement.
- 7.11** An agreement may be terminated:
- (a) at any time, by written agreement between the employer and the employee; or
 - (b) by the employer or employee giving 13 weeks' written notice to the other party (reduced to 4 weeks if the agreement was entered into before the first full pay period starting on or after 4 December 2013).

Note: If an employer and employee agree to an arrangement that purports to be an individual flexibility arrangement under this award term and the arrangement does not meet a requirement set out in s.144 then the employee or the employer may

terminate the arrangement by giving written notice of not more than 28 days (see s.145 of the [Act](#)).

- 7.12** An agreement terminated as mentioned in clause 7.11(b) ceases to have effect at the end of the period of notice required under that clause.
- 7.13** The right to make an agreement under clause 7 is additional to, and does not affect, any other term of this award that provides for an agreement between an employer and an individual employee.

Part 2—Consultation and Dispute Resolution

8. Consultation about major workplace change

[8—Consultation regarding major workplace change renamed and substituted by [PR546288](#), 8—Consultation renamed and substituted by [PR610240](#) ppc 01Nov18]

- 8.1** If an employer makes a definite decision to make major changes in production, program, organisation, structure or technology that are likely to have significant effects on employees, the employer must:
- (a) give notice of the changes to all employees who may be affected by them and their representatives (if any); and
 - (b) discuss with affected employees and their representatives (if any):
 - (i) the introduction of the changes; and
 - (ii) their likely effect on employees; and
 - (iii) measures to avoid or reduce the adverse effects of the changes on employees; and
 - (c) commence discussions as soon as practicable after a definite decision has been made.
- 8.2** For the purposes of the discussion under clause 8.1(b), the employer must give in writing to the affected employees and their representatives (if any) all relevant information about the changes including:
- (a) their nature; and
 - (b) their expected effect on employees; and
 - (c) any other matters likely to affect employees.
- 8.3** Clause 8.2 does not require an employer to disclose any confidential information if its disclosure would be contrary to the employer's interests.
- 8.4** The employer must promptly consider any matters raised by the employees or their representatives about the changes in the course of the discussion under clause 8.1(b).

8.5 In clause 8:

significant effects, on employees, includes any of the following:

- (a) termination of employment; or
- (b) major changes in the composition, operation or size of the employer's workforce or in the skills required; or
- (c) loss of, or reduction in, job or promotion opportunities; or
- (d) loss of, or reduction in, job tenure; or
- (e) alteration of hours of work; or
- (f) the need for employees to be retrained or transferred to other work or locations; or
- (g) job restructuring.

8.6 Where this award makes provision for alteration of any of the matters defined at clause 8.5, such alteration is taken not to have significant effect.

8A. Consultation about changes to rosters or hours of work

[8A inserted by [PR610240](#) ppc 01Nov18]

8A.1 Clause 8A applies if an employer proposes to change the regular roster or ordinary hours of work of an employee, other than an employee whose working hours are irregular, sporadic or unpredictable.

8A.2 The employer must consult with any employees affected by the proposed change and their representatives (if any).

8A.3 For the purpose of the consultation, the employer must:

- (a) provide to the employees and representatives mentioned in clause 8A.2 information about the proposed change (for example, information about the nature of the change and when it is to begin); and
- (b) invite the employees to give their views about the impact of the proposed change on them (including any impact on their family or caring responsibilities) and also invite their representative (if any) to give their views about that impact.

8A.4 The employer must consider any views given under clause 8A.3(b).

8A.5 Clause 8A is to be read in conjunction with any other provisions of this award concerning the scheduling of work or the giving of notice.

9. Dispute resolution

[Varied by [PR542196](#); substituted by [PR610240](#) ppc 01Nov18]

- 9.1** Clause 9 sets out the procedures to be followed if a dispute arises about a matter under this award or in relation to the [NES](#).
- 9.2** The parties to the dispute must first try to resolve the dispute at the workplace through discussion between the employee or employees concerned and the relevant supervisor.
- 9.3** If the dispute is not resolved through discussion as mentioned in clause 9.2, the parties to the dispute must then try to resolve it in a timely manner at the workplace through discussion between the employee or employees concerned and more senior levels of management, as appropriate.
- 9.4** If the dispute is unable to be resolved at the workplace and all appropriate steps have been taken under clauses 9.2 and 9.3, a party to the dispute may refer it to the Fair Work Commission.
- 9.5** The parties may agree on the process to be followed by the Fair Work Commission in dealing with the dispute, including mediation, conciliation and consent arbitration.
- 9.6** If the dispute remains unresolved, the Fair Work Commission may use any method of dispute resolution that it is permitted by the [Act](#) to use and that it considers appropriate for resolving the dispute.
- 9.7** A party to the dispute may appoint a person, organisation or association to support and/or represent them in any discussion or process under clause 9.
- 9.8** While procedures are being followed under clause 9 in relation to a dispute:
- (a) work must continue in accordance with this award and the [Act](#); and
 - (b) an employee must not unreasonably fail to comply with any direction given by the employer about performing work, whether at the same or another workplace, that is safe and appropriate for the employee to perform.
- 9.9** Clause 9.8 is subject to any applicable work health and safety legislation.

Part 3—Types of Employment and Termination of Employment

10. Types of employment

[Varied by [PR994501](#), [PR700561](#)]

- 10.1** Employees under this award will be employed in one of the following categories:
- (a) full-time employment;
 - (b) part-time employment; or

- (c) casual employment.

10.2 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.

10.3 Full-time employment

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

10.4 Part-time employment

- (a) A part-time employee is an employee who is engaged to work less than 38 ordinary hours per week or an average of less than 38 hours per week and/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 1/38th of the weekly rate for the employee's classification.
- (c) A part-time employee's award 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 10.4(d) may be varied by agreement between the employer and an employee. Any such variation will be recorded in writing.

10.5 Casual employment

- (a) A casual employee is an employee engaged as such.
- (b) A casual employee will be paid an hourly rate of 1/38th of the weekly rate for the employee's classification, plus 25%.

[10.5(c) varied by [PR994501](#) from 01Jan10]

- (c) A casual employee will be engaged and paid for a minimum of two hours for each engagement. Except that a preschool/childcare services employee working in an out of school hours care program may satisfy the two hour minimum by working one hour before school and one hour after school on the same day.
- (d) 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.

10.6 Right to request casual conversion

[10.6 inserted by [PR700561](#) ppc 01Oct18]

- (a) A person engaged by a particular employer as a regular casual employee may request that their employment be converted to full-time or part-time employment.
- (b) A **regular casual employee** is a casual employee who has in the preceding period of 12 months worked a pattern of hours on an ongoing basis which, without significant adjustment, the employee could continue to perform as a full-time employee or part-time employee under the provisions of this award.
- (c) A regular casual employee who has worked equivalent full-time hours over the preceding period of 12 months' casual employment may request to have their employment converted to full-time employment.
- (d) A regular casual employee who has worked less than equivalent full-time hours over the preceding period of 12 months' casual employment may request to have their employment converted to part-time employment consistent with the pattern of hours previously worked.
- (e) Any request under this subclause must be in writing and provided to the employer.
- (f) Where a regular casual employee seeks to convert to full-time or part-time employment, the employer may agree to or refuse the request, but the request may only be refused on reasonable grounds and after there has been consultation with the employee.
- (g) Reasonable grounds for refusal include that:
 - (i) it would require a significant adjustment to the casual employee's hours of work in order for the employee to be engaged as a full-time or part-time employee in accordance with the provisions of this award – that is, the casual employee is not truly a regular casual employee as defined in paragraph (b);
 - (ii) it is known or reasonably foreseeable that the regular casual employee's position will cease to exist within the next 12 months;
 - (iii) it is known or reasonably foreseeable that the hours of work which the regular casual employee is required to perform will be significantly reduced in the next 12 months; or
 - (iv) it is known or reasonably foreseeable that there will be a significant change in the days and/or times at which the employee's hours of work are required to be performed in the next 12 months which cannot be accommodated within the days and/or hours during which the employee is available to work.
- (h) For any ground of refusal to be reasonable, it must be based on facts which are known or reasonably foreseeable.

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- (i) Where the employer refuses a regular casual employee's request to convert, the employer must provide the casual employee with the employer's reasons for refusal in writing within 21 days of the request being made. If the employee does not accept the employer's refusal, this will constitute a dispute that will be dealt with under the dispute resolution procedure in clause 8.1. Under that procedure, the employee or the employer may refer the matter to the Fair Work Commission if the dispute cannot be resolved at the workplace level.
- (j) Where it is agreed that a casual employee will have their employment converted to full-time or part-time employment as provided for in this clause, the employer and employee must discuss and record in writing:

 - (i) the form of employment to which the employee will convert – that is, full-time or part-time employment; and
 - (ii) if it is agreed that the employee will become a part-time employee, the matters referred to in clause 10.4(d).
- (k) The conversion will take effect from the start of the next pay cycle following such agreement being reached unless otherwise agreed.
- (l) Once a casual employee has converted to full-time or part-time employment, the employee may only revert to casual employment with the written agreement of the employer.
- (m) A casual employee must not be engaged and re-engaged (which includes a refusal to re-engage), or have their hours reduced or varied, in order to avoid any right or obligation under this clause.
- (n) Nothing in this clause obliges a regular casual employee to convert to full-time or part-time employment, nor permits an employer to require a regular casual employee to so convert.
- (o) Nothing in this clause requires an employer to increase the hours of a regular casual employee seeking conversion to full-time or part-time employment.
- (p) An employer must provide a casual employee, whether a regular casual employee or not, with a copy of the provisions of this subclause within the first 12 months of the employee's first engagement to perform work. In respect of casual employees already employed as at 1 October 2018, an employer must provide such employees with a copy of the provisions of this subclause by 1 January 2019.
- (q) A casual employee's right to request to convert is not affected if the employer fails to comply with the notice requirements in paragraph (p).

11. Leave without pay during non-term weeks

11.1 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.

11.2 Calculating annual salary for an employee on leave without pay during non-term weeks

- (a) The formula in this subclause may be used to calculate an annual salary for an employee whose contract of employment makes provision, in writing, for leave without pay during non-term weeks.

- (b) The adjusted annual salary for an employee is:

$$A = C \times \frac{\text{working weeks} + 4 \text{ weeks annual leave}}{52.18}$$

52.18

Where:

A means the employee's adjusted annual salary

C means the annual salary (as contained in clause 15—Minimum wages) for the employee's classification

Working weeks means the number of weeks that the employee is required to work

- (c) For the purpose of calculating any allowance or penalty for an employee, the allowance or penalty will be calculated on the ordinary hourly rate applicable before the adjustment provided for in this clause is applied.
- (d) An employee may elect, in writing, to be paid only for the time worked (and therefore not during non-term weeks) rather than to be paid an adjusted annual salary as provided by this clause.

- (e) Where a person employed as at the date of making this award is not employed on a contract which allows for leave without pay during non-term weeks or is not employed under an award or a notional agreement preserving a State award which permits an employee to be required to take leave without pay during non-term weeks (however expressed). That employee will not be required to take such leave or have their contract of employment changed as a result of this award coming into operation.
- (f) The making of this award 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 majority of employees in a school.

12. Termination of employment

[12 substituted by [PR610240](#) ppc 01Nov18]

Note: The [NES](#) sets out requirements for notice of termination by an employer. See ss.117 and 123 of the [Act](#).

12.1 Notice of termination by an employee

- (a) This clause applies to all employees except those identified in ss.123(1) and 123(3) of the [Act](#).
- (b) An employee must give the employer notice of termination in accordance with **Table 1—Period of notice** of at least the period specified in column 2 according to the period of continuous service of the employee specified in column 1.

Table 1—Period of notice

Column 1 Employee's period of continuous service with the employer at the end of the day the notice is given	Column 2 Period of notice
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

Note: The notice of termination required to be given by an employee is the same as that required of an employer except that the employee does not have to give additional notice based on the age of the employee.

- (c) In paragraph (b) **continuous service** has the same meaning as in s.117 of the [Act](#).
- (d) If an employee who is at least 18 years old does not give the period of notice required under paragraph (b), then the employer may deduct from wages due to

the employee under this award an amount that is no more than one week's wages for the employee.

- (e) If the employer has agreed to a shorter period of notice than that required under paragraph (b), then no deduction can be made under paragraph (d).
- (f) Any deduction made under paragraph (d) must not be unreasonable in the circumstances.

12.2 Job search entitlement

Where an employer has given notice of termination to an employee, the employee must be allowed time off without loss of pay of up to one day for the purpose of seeking other employment.

- 12.3** The time off under clause 12.2 is to be taken at times that are convenient to the employee after consultation with the employer.

13. Redundancy

[Varied by [PR994501](#), [PR503720](#), [PR561478](#); substituted by [PR706945](#) ppc 03May19]

NOTE: Redundancy pay is provided for in the [NES](#). See sections 119–123 of the [Act](#).

13.1 Transfer to lower paid duties on redundancy

- (a) Clause 13.1 applies if, because of redundancy, an employee is transferred to new duties to which a lower ordinary rate of pay applies.
- (b) The employer may:
 - (i) give the employee notice of the transfer of at least the same length as the employee would be entitled to under section 117 of the [Act](#) as if it were a notice of termination given by the employer; or
 - (ii) transfer the employee to the new duties without giving notice of transfer or before the expiry of a notice of transfer, provided that the employer pays the employee as set out in paragraph (c).
- (c) If the employer acts as mentioned in paragraph (b)(ii), the employee is entitled to a payment of an amount equal to the difference between the ordinary rate of pay of the employee (inclusive of all-purpose allowances, shift rates and penalty rates applicable to ordinary hours) for the hours of work the employee would have worked in the first role, and the ordinary rate of pay (also inclusive of all-purpose allowances, shift rates and penalty rates applicable to ordinary hours) of the employee in the second role for the period for which notice was not given.

13.2 Employee leaving during redundancy notice period

- (a) An employee given notice of termination in circumstances of redundancy may terminate their employment during the minimum period of notice prescribed by section 117(3) of the [Act](#).
- (b) The employee is entitled to receive the benefits and payments they would have received under clause 13 or under sections 119–123 of the [Act](#) had they remained in employment until the expiry of the notice.
- (c) However, the employee is not entitled to be paid for any part of the period of notice remaining after the employee ceased to be employed.

13.3 Job search entitlement

- (a) Where an employer has given notice of termination to an employee in circumstances of redundancy, the employee must be allowed time off without loss of pay of up to one day each week of the minimum period of notice prescribed by section 117(3) of the [Act](#) for the purpose of seeking other employment.
- (b) If an employee is allowed time off without loss of pay of more than one day under paragraph (a), the employee must, at the request of the employer, produce proof of attendance at an interview.
- (c) A statutory declaration is sufficient for the purpose of paragraph (b).
- (d) An employee who fails to produce proof when required under paragraph (b) is not entitled to be paid for the time off.
- (e) This entitlement applies instead of clauses 12.2 and 12.3.

13.5 Transitional provisions – NAPSA employees

[13.5 substituted by [PR994501](#); renamed by [PR503720](#); deleted by [PR561478](#) ppc 05Mar15]

13.6 Transitional provisions – Division 2B State employees

[13.6 inserted by [PR503720](#); deleted by [PR561478](#) ppc 05Mar15]

Part 4—Minimum Wages and Related Matters

14. Classifications

All employees must be classified according to the structure set out in Schedule B—Classifications and paid the minimum wage in clause 15—Minimum wages. An employer must advise an employee in writing of their classification and of any changes to their classification.

15. Minimum wages

[Varied by [PR994501](#), [PR997982](#), [PR509107](#), [PR522938](#), [PR536741](#), [PR538572](#), [PR544176](#), [PR551664](#), [PR566754](#), [PR575283](#), [PR579856](#), [PR592176](#), [PR606401](#), [PR707489](#)]

15.1 Annual rates of pay

[15.1 varied by [PR997982](#), [PR509107](#), [PR522938](#), [PR536741](#), [PR538572](#) ppc 22Jul13, [PR551664](#), [PR566754](#), [PR579856](#), [PR592176](#), [PR606401](#), [PR707489](#) ppc 01Jul19]

An employer will pay an adult employee not less than the rate of pay specified for the employee's classification.

Classification level	Weekly rate	Annual salary
	\$	\$
Level 1		
1.1	762.10	39,766
1.2	791.30	41,290
1.3	820.20	42,798
Level 2		
2.1	826.60	43,132
2.2	852.40	44,478
Level 3		
3.1	863.00	45,031
3.2	878.50	45,840
Level 4		
4.1	911.00	47,536
4.2	956.70	49,921
Level 5		
5.1	987.70	51,538
5.2	1035.00	54,006
Level 6		
6.1	1072.10	55,942
6.2	1145.20	59,757
Level 7		
7.1	1178.70	61,505
7.2	1216.50	63,477
7.3	1254.10	65,439
Level 8		
	1365.80	71,267

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Note: The Annual salary will be determined by multiplying the weekly rate by 52.18 and rounding to the nearest dollar amount.

15.2 Commencement level and progression

- (a) Where there is more than one minimum pay point for a classification level an employee will be eligible for movement to the next highest pay point within the classification level after each 12 month period, following a performance review which the employer will complete before the end of the 12 month period.
- (b) Movement to the next pay point within a classification level will occur unless a review implemented by the employer demonstrates that performance against the relevant classification descriptors has not been satisfactory.

[15.2(c) substituted by [PR575283](#).ppc 21Dec15]

- (c) The commencement levels for employees will be as follows:

Classification	Commencement level
School operations services grade 1	Level 1.1
School administration services grade 1	Level 1.2
Classroom support services grade 1	Level 1.3
Preschool/childcare services grade 1	
Classroom support services grade 2	Level 2.1
Curriculum/resources services grade 1	
Preschool/childcare services grade 2	
Boarding supervision services grade 1	
Wellbeing services grade 1	
School administration services grade 2	
School operational services grade 2	
Instructional services grade 1	
Classroom support services grade 3	Level 3.1
Curriculum/resources services grade 2	
Preschool/childcare services grade 3	
Boarding supervision services grade 2	
School administration services grade 3	
School operational services grade 3	
Instructional services grade 2	
Curriculum/resources services grade 3	Level 4.1
Preschool/childcare services grade 3A	
Boarding supervision services grade 3	
Wellbeing services grade 2	
School administration services grade 4	
School operational services grade 4	
Instructional services grade 3	Level 4.2

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Classification	Commencement level
Curriculum/resources services grade 4	Level 5.1
Preschool/childcare services grade 4	
Boarding supervision services grade 4	
School administration services grade 5	
School operational services grade 5	
Instructional services grade 4	
Preschool/childcare services grade 5	Level 6.1
Instructional services grade 5	
Wellbeing services grade 3	
Nursing services grade 1	
School administration services grade 6	
School operational services grade 6	
Wellbeing services grade 4	Level 7.1
Nursing services grade 2	
School administration services grade 7	
Preschool/childcare services grade 6 (1–39 places)	Level 7.2
Preschool/childcare services grade 6 (40–59 places)	Level 7.3
Nursing services grade 3	Level 8
Preschool/childcare services grade 6 (60 or more places)	
Wellbeing services grade 5	
School administration services grade 8	

15.3 Junior employees

A junior employee appointed at classification level 1 or 2 is to be paid at the following percentage of the appropriate adult rate for the position performed.

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

15.4 Apprentices

[Paragraph numbered as 15.4(a) and varied by [PR994501](#) from 01Jan10; substituted by [PR544176](#) ppc 01Jan14]

- (a) Apprentices may be employed in accordance with the provisions of Schedule E—Apprentices.

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- (b) An apprentice, other than an adult apprentice, who commenced before 1 January 2014 will be paid a percentage of the [standard rate](#) as follows:

Year of apprenticeship	% of the standard rate
First year	45
Second year	55
Third year	75
Fourth year	90

[15.4(c) substituted by [PR566754](#) ppc 01Jul15]

- (c) An apprentice, other than an adult apprentice, who commenced on or after 1 January 2014 will be paid a percentage of the [standard rate](#) as follows:

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

- (d) The rate of pay for an adult apprentice will be the rate prescribed for the lowest classification in clause 15.1, or the relevant rate prescribed in clause 15.4(b) or 15.4(c), whichever is the greater.
- (e) A person employed by an employer under this award immediately prior to entering into a training agreement as an adult apprentice with that employer must not suffer a reduction in their minimum wage by virtue of entering into the training agreement, provided that the person has been an employee in that enterprise for at least six months as a full-time employee or twelve months as a part-time or regular and systematic casual employee immediately prior to commencing the apprenticeship. For the purpose only of fixing a minimum wage, the adult apprentice must continue to receive the minimum wage that applies to the classification specified in clause 15.1 in which the adult apprentice was engaged immediately prior to entering into the training agreement.

16. Allowances

To view the current monetary amounts of work-related allowances refer to the [Allowances Sheet](#).

[Varied by [PR994501](#), [PR998086](#), [PR509229](#), [PR523059](#), [PR536862](#), [PR551785](#), [PR561478](#), [PR566886](#), [PR575283](#), [PR579582](#), [PR592334](#), [PR606556](#), [PR704138](#), [PR707716](#)]

16.1 Caretakers' accommodation

- (a) An employee who is employed as a caretaker and who is required by the employer to reside in premises provided by the employer, will be provided with living quarters, fuel and light at no cost to the employee.
- (b) The on call and recall allowances in clause 16.4 do not apply to a caretaker provided with accommodation.

16.2 District allowances

[16.2 deleted by [PR561478](#) ppc 05Mar15]

16.2 First aid allowance

[16.3 renumbered as 16.2 by [PR561478](#) ppc 05Mar15]

(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) 1.65% of the [standard rate](#) per annum; or
- (ii) 1/240th of the allowance in clause 16.2(a)(i), if designated on a per day basis.

(b) Excluded employees

This allowance does not apply to:

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

16.3 Meal allowance

[16.4 renumbered as 16.3 by [PR561478](#) ppc 05Mar15]

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

[16.4(a)(ii) varied by [PR998086](#), [PR509229](#), [PR523059](#), [PR536862](#), [PR551785](#); 16.4 renumbered as 16.3 by [PR561478](#) ppc 05Mar15; 16.3(a)(ii) varied by [PR566886](#), [PR579582](#), [PR592334](#), [PR606556](#), [PR704138](#), [PR707716](#) ppc 01Jul19]

(ii) if it is not possible to provide a meal, the employer will pay a meal allowance of \$15.94 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.

16.4 On call and recall allowance

[16.5 renumbered as 16.4 by [PR561478](#) ppc 05Mar15]

(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 16.5; 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.

16.5 Sleepover allowance

[16.6 renumbered as 16.5 by [PR561478](#) ppc 05Mar15]

- (a) Subject to clause 16.5, 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 [standard rate](#) 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 16.5(a)(ii) will not be taken into account for the purposes of clause 10—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.

[16.5(b) substituted by [PR575283](#) ppc 21Dec15]

- (b) Clause 16.5(a) does not apply to an employee who is provided with reasonable accommodation including living quarters, fuel and light, and available to the employee for their exclusive use at no cost to the employee.

16.6 Tool allowance

[16.7 varied by [PR998086](#); 16.7 renumbered as 16.6 by [PR561478](#) ppc 05Mar15; varied by [PR579582](#), [PR592334](#) ppc 01Jul17]

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.

16.7 Uniform/protective clothing allowance

[16.8 renumbered as 16.7 by [PR561478](#) ppc 05Mar15]

- (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:

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- (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.

16.8 Vehicle allowance

[16.9 renumbered as 16.8 by [PR561478](#) ppc 05Mar15]

- (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

[16.9(a)(i) varied by [PR523059](#), [PR536862](#), [PR551785](#) ppc 01Jul14]

\$0.78 per kilometre with a maximum payment as for 400 kilometres per week.

(ii) Motorcycle

[16.9(a)(ii) varied by [PR551785](#) ppc 01Jul14]

\$0.26 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.

16.9 Adjustment of expense related allowances

[16.10 varied by [PR523059](#); 16.10 renumbered as 16.9 by [PR561478](#) ppc 05Mar15]

At the time of any adjustment to the [standard rate](#), each expense related allowance will be increased 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.

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

17. Accident pay

[Varied by [PR994501](#), [PR503720](#); deleted by [PR561478](#) ppc 05Mar15]

18. Higher duties

- 18.1** An employer may direct an employee to temporarily perform duties applicable to a classification higher than their current classification.
- 18.2** Subject to clause 18.3 where the employee performs such duties for more than five days and those duties constitute the whole or substantially the whole type of duties which would attract the higher classification, the employee will be paid the rate of pay applicable to the higher classification for the whole period during which the duties are performed.
- 18.3** Where the employee is a school operational services employee, and they perform those duties for one day or more and those duties constitute the whole or substantially the whole type of duties which would attract the higher classification, the employee will be paid the rate of pay applicable to the higher classification for the whole period during which the duties are performed.

19. Payment of wages

[Varied by [PR610106](#)]

19.1 All monies payable will be paid:

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

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

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

19.4 Payment on termination of employment

[19.4 inserted by [PR610106](#) ppc 01Nov18]

- (a) The employer must pay an employee no later than 7 days after the day on which the employee's employment terminates:
 - (i) the employee's wages under this award for any complete or incomplete pay period up to the end of the day of termination; and
 - (ii) all other amounts that are due to the employee under this award and the [NES](#).
- (b) The requirement to pay wages and other amounts under paragraph (a) is subject to further order of the Commission and the employer making deductions authorised by this award or the [Act](#).

Note 1: Section 117(2) of the [Act](#) provides that an employer must not terminate an employee's employment unless the employer has given the employee the required minimum period of notice or "has paid" to the employee payment instead of giving notice.

Note 2: Paragraph (b) allows the Commission to make an order delaying the requirement to make a payment under this clause. For example, the Commission could make an order delaying the requirement to pay redundancy pay if an employer makes an application under s.120 of the [Act](#) for the Commission to reduce the amount of redundancy pay an employee is entitled to under the [NES](#).

Note 3: State and Territory long service leave laws or long service leave entitlements under s.113 of the [Act](#), may require an employer to pay an employee for accrued long service leave on the day on which the employee's employment terminates or shortly after.

20. Superannuation

[Varied by [PR990818](#), [PR994501](#), [PR530224](#), [PR533380](#), [PR546056](#)]

20.1 Superannuation legislation

- (a) Superannuation legislation, including the *Superannuation Guarantee (Administration) Act 1992* (Cth), the *Superannuation Guarantee Charge Act 1992* (Cth), the *Superannuation Industry (Supervision) Act 1993* (Cth) and the *Superannuation (Resolution of Complaints) Act 1993* (Cth), deals with the superannuation rights and obligations of employers and employees. Under superannuation legislation individual employees generally have the opportunity to choose their own superannuation fund. If an employee does not choose a superannuation fund, any superannuation fund nominated in the award covering the employee applies.
- (b) The rights and obligations in these clauses supplement those in superannuation legislation.

20.2 Employer contributions

An employer must make such superannuation contributions to a superannuation fund for the benefit of an employee as will avoid the employer being required to pay the superannuation guarantee charge under superannuation legislation with respect to that employee.

20.3 Voluntary employee contributions

- (a) Subject to the governing rules of the relevant superannuation fund, an employee may, in writing, authorise their employer to pay on behalf of the employee a specified amount from the post-taxation wages of the employee into the same superannuation fund as the employer makes the superannuation contributions provided for in clause 20.2.
- (b) An employee may adjust the amount the employee has authorised their employer to pay from the wages of the employee from the first of the month following the giving of three months' written notice to their employer.
- (c) The employer must pay the amount authorised under clauses 20.3(a) or (b) no later than 28 days after the end of the month in which the deduction authorised under clauses 20.3(a) or (b) was made.

20.4 Superannuation fund

[20.4 varied by [PR994501](#) from 01Jan10]

Unless, to comply with superannuation legislation, the employer is required to make the superannuation contributions provided for in clause 20.2 to another superannuation fund that is chosen by the employee, the employer must make the superannuation contributions provided for in clause 20.2 and pay the amount authorised under clauses 20.3(a) or (b) to one of the following superannuation funds or its successor:

- (a) The Non-Government Schools Superannuation Fund (NGS Super);
- (b) Catholic Superannuation and Retirement Fund (CSRF);

[20.4(c) deleted by [PR533380](#) ppc 22Jan13]

[20.4(d) renumbered as 20.4(c) by [PR533380](#) ppc 22Jan13]

- (c) Catholic Super (CSF);

[20.4(e) renumbered as 20.4(d) by [PR533380](#) ppc 22Jan13]

- (d) Combined Fund;

[20.4(f) renumbered as 20.4(e) by [PR533380](#) ppc 22Jan13]

- (e) The Victorian Independent Schools Superannuation Fund;

[20.4(g) renumbered as 20.4(f) by [PR533380](#) ppc 22Jan13]

- (f) HESTA Super Fund;

[20.4(h) substituted by [PR530224](#) ppc 26Oct12; 20.4(h) renumbered as 20.4(g) by [PR533380](#) ppc 22Jan13]

- (g) CareSuper;

[20.4(i) renumbered as 20.4(h) by [PR533380](#) ppc 22Jan13]

- (h) AustralianSuper;

[20.4(j) renumbered as 20.4(i) by [PR533380](#) ppc 22Jan13]

- (i) Tasplan;

[20.4(k) renumbered as 20.4(j) by [PR533380](#) ppc 22Jan13]

- (j) Sunsuper;

[20.4(l) renumbered as 20.4(k) by [PR533380](#) ppc 22Jan13]

- (k) Queensland Independent Education and Care Superannuation Trust;

[20.4(m) renumbered as 20.4(l) by [PR533380](#) ppc 22Jan13]

- (l) AMP Superannuation Savings Trust;

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[20.4(n) renumbered as 20.4(m) by [PR533380](#) ppc 22Jan13]

(m) Concept One Superannuation Plan;

[20.4(o) renumbered as 20.4(n) by [PR533380](#); deleted by [PR546056](#) ppc 01Jan14]

[20.4(p) renumbered as 20.4(o) by [PR533380](#), renumbered as 20.4(n) by [PR546056](#) ppc 01Jan14]

(n) Lutheran Super;

[20.4(q) renumbered as 20.4(p) by [PR533380](#); deleted by [PR546056](#) ppc 01Jan14]

[20.4(r) renumbered as 20.4(q) by [PR533380](#), renumbered as 20.4(o) by [PR546056](#) ppc 01Jan14]

(o) Christian Super;

[20.4(s) renumbered as 20.4(r) by [PR533380](#), renumbered as 20.4(p) and varied by [PR546056](#) ppc 01Jan14]

(p) any superannuation fund to which the employer was making superannuation contributions for the benefit of its employees before 12 September 2008, provided the superannuation fund is an eligible choice fund and is a fund that offers a MySuper product or is an exempt public sector scheme; or

[New 20.4(q) inserted by [PR546056](#) ppc 01Jan14]

(q) a superannuation fund or scheme which the employee is a defined benefit member of.

21. Supported wage and national training wage

[Varied by [PR593855](#), [PR606401](#), [PR707489](#)]

21.1 For provisions in relation to the supported wage system see Schedule C—Supported Wage System.

21.2 National training wage

[21.2 substituted by [PR593855](#) ppc 01Jul17]

(a) Schedule E to the *Miscellaneous Award 2010* sets out minimum wage rates and conditions for employees undertaking traineeships.

[21.2(b) varied by [PR606401](#), [PR707489](#) ppc 01Jul19]

(b) This award incorporates the terms of Schedule E to the *Miscellaneous Award 2010* as at 1 July 2019. Provided that any reference to “this award” in Schedule E to the *Miscellaneous Award 2010* is to be read as referring to the *Educational Services (Schools) General Staff Award 2010* and not the *Miscellaneous Award 2010*.

Part 5—Hours of Work and Related Matters

22. Ordinary hours of work

[Varied by [PR538572](#), [PR575283](#)]

22.1 Subject to this clause, a full-time employee's ordinary hours of work will be 38 per week. The ordinary hours of work for a part-time or casual employee will be in accordance with clause 10—Types of employment.

22.2 The ordinary hours of work in clause 22.1 may be averaged over a period of a fortnight or four weeks. The exception to this is a curriculum/resources services employee employed in outdoor education, or a boarding supervision services employee whose 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 15.1 for all weeks of the year, excluding periods of unpaid leave provided for in this award or the NES, and clauses 11—Leave without pay during non-term weeks, 23—Rostered days off, 24—Shiftwork, 26—Penalty rates and 27—Overtime will not apply.

22.3 The ordinary hours of work will be worked on no more than five days in any seven days and may be worked as follows:

- (a) On any day from Monday to Friday between 7.00 am and 6.00 pm for the following groups of employees:
 - (i) Classroom support services;

[22.3(a)(ii) varied by [PR538572](#) ppc 22Jul13]

- (ii) Curriculum/resources services;
 - (iii) Wellbeing services;
 - (iv) School administration services; or
 - (v) School operational services—retail employees only.
- (b) On any day from Monday to Friday between 6.00 am and 6.00 pm for school operational services employees in the following groups:
 - (i) Construction, plumbing, carpentry, painting and other trades;
 - (ii) Cleaning, maintenance, school facilities management; or
 - (iii) Bus driving/non-trade vehicle maintenance.
- (c) On any day from Monday to Friday between 6.30 am and 6.30 pm for the following employees:
 - (i) Preschool/childcare/out of school hours care services; or
 - (ii) Nursing services.

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- (d) On any day from Monday to Friday between 6.00 am and 6.00 pm and on Saturday between 6.00 am and 12 noon for gardening, turf maintenance and farming employees.
- (e) On any day from Monday to Saturday between 6.00 am and 6.00 pm for the following employees:

[22.3(e)(i) varied by [PR538572](#) ppc 22Jul13]

- (i) Curriculum/resources services—outdoor education only; or
 - (ii) Instructional services.
- (f) On any day Monday to Sunday between 6.00 am and 6.00 pm for the following employees:
 - (i) Boarding supervision services; or
 - (ii) School operational services—security/caretaking and cooking, catering, housekeeping and laundry services only.

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

22.4 An employer may require a part-time employee to work reasonable additional hours in accordance with the provisions of this clause.

- (a) Where the employee's hours are averaged:
 - (i) 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 22.3, do not result in the employee working more than eight 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
 - (ii) in all other cases the employee will be entitled to payment at the appropriate overtime rate of pay for any additional hours worked.
- (b) Where the employee's hours are not averaged:
 - (i) 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 22.3, and do not result in the employee working more than eight hours on that day; and
 - (ii) in all other cases the employee will be entitled to payment at the appropriate overtime rate of pay for any additional hours worked.
- (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.

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

22.5 Breaks between periods of duty

- (a) An employee will be entitled to a minimum break of 10 consecutive hours between the end of one period of duty and the beginning of the next. This applies in relation to both ordinary hours and where overtime is worked.
- (b) Where an employer requires an employee to continue or resume work without having a 10-hour break off duty, the employee is entitled to be absent from duty without loss of pay until a 10-hour break has been taken, or be paid at 200% of the ordinary rate of pay until released from duty.
- (c) The entitlements in clauses 22.5(a) and (b) do not apply to:
 - (i) a boarding supervision services employee, where the periods of duty are concurrent with a sleepover;

[22.5(c)(ii) substituted by [PR575283](#)]

- (ii) an employee who is provided with accommodation on the employer's premises or in the vicinity of the employer's premises at no cost to the employee;
- (iii) an employee who is attending a school camp or excursion; or
- (iv) an employee working a broken shift.

23. Rostered days off

An employer and employee may agree that the ordinary hours of work provided by clause 22—Ordinary hours of work will be worked over 19 days in each four week period, in which case the following provisions will apply.

- 23.1** The employee will work 152 hours over 19 days in each four week period with one rostered day off on full pay in each such period.
- 23.2** An employee will accrue 24 minutes for each eight hour day worked to give the employee an entitlement to take rostered days off.
- 23.3** Each day of paid leave taken by an employee (but not including long service leave, any period of stand-down, any public holiday or any period of absence for which workers compensation payments apply occurring during any cycle of four weeks) will be regarded as a day worked for the purpose of accruing an entitlement under clause 23.2.
- 23.4** Rostered days off will not be regarded as part of the employee's annual leave for any purpose.
- 23.5** An employee will not be entitled to more than 12 rostered days off in any 12 months of consecutive employment.

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- 23.6** An employee who is scheduled to take a rostered day off before having worked a complete four week cycle will be paid a pro rata amount for the time that the employee has accrued in accordance with clause 23.2.
- 23.7** An employee whose employment is terminated in the course of a four week cycle will be paid a pro rata amount for the time that the employee has accrued in accordance with clause 23.2.
- 23.8** Rostered days off will be determined by mutual agreement between the employer and the employee, having regards to the needs of the place of employment.
- 23.9** An employee will be advised by the employer at least four weeks in advance of the day on which the employee is to be rostered off duty.

24. Breaks

[24 substituted by [PR575283](#) ppc 21Dec15]

24.1 Meal break

An employer is required to provide an unpaid meal break of not less than 30 consecutive minutes to an employee who is engaged or rostered to work for more than five hours on a day. Such meal break will start no later than five hours after the employee commenced work on that day.

24.2 Rest break

- (a) An employee is entitled to a rest break of 10 minutes for each period of three hours worked, with a maximum of two rest breaks per shift.
- (b) Where the employee has an entitlement to two rest breaks, in place of the two 10 minute rest breaks:
- (i) the employer and the employee may agree to one rest break of 20 minutes; or
 - (ii) the employer may require one rest break of 20 minutes, where the employee is engaged in classroom support services.
- (c) A rest break:
- (i) will be counted as time worked;
 - (ii) will be taken at a time suitable to the employer; and
 - (iii) will not be taken adjacent to a meal break, unless the employee and the employer agree.

25. Shiftwork

25.1 Ordinary hours for shiftwork

The ordinary hours for shiftwork will:

- (a) be worked continuously each shift (except for broken shifts and meal breaks);
- (b) not exceed 10 hours, inclusive of a meal break in any single shift; and
- (c) be rostered in accordance with clause 25.4.

25.2 Definitions

The following shift definitions apply:

- (a) **day shift** is a shift which commences and ceases wholly within the spread of ordinary hours identified in clause 22.3;
- (b) **afternoon shift** is a shift which is not a day shift and which finishes after the ordinary hours identified in clause 22.3; 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.

25.3 Broken shifts

- (a) An employee may be rostered to work ordinary hours in a broken shift, that is a rostered shift in two periods of duty, exclusive of breaks, per day, with a minimum payment (other than for a casual) of two hours for each period of duty.
- (b) An employee, other than a casual, required to work a broken shift will be paid at the ordinary time rate plus a penalty of 15% of the ordinary time rate.
- (c) The maximum spread between the start of the first period of duty and cease of the second period of duty for a broken shift is 12 hours. Any hours in excess of this 12 hour spread will be paid for as overtime.
- (d) The provisions of clause 25.3(c) do not apply to a boarding supervision services employee who is provided with reasonable accommodation including living quarters, fuel and light, and available to the employee for their exclusive use for 52 weeks of the year, at no cost to the employee.

25.4 Rostering

- (a) For employees working to a roster, a roster showing normal starting and finishing times and the name of each employee will be prepared by the employer and will be displayed in a place conveniently accessible to the employees at least seven days before the commencement of the roster period.
- (b) An employee may be rostered to work on a Saturday, Sunday or public holiday and will be paid the appropriate penalty in accordance with clause 26—Penalty rates.

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- (c) A roster may be altered by mutual consent at any time or by amendment of the roster by the employer on seven days' notice.
- (d) Notwithstanding clause 25.4(c) a roster may be altered at any time to enable the functions of the employer to be carried out where another employee is absent from work due to illness or in an emergency. In such circumstances, unless agreed between the employer and the employee, an employee must be given 48 hours' notice of a change to a rostered shift. If 48 hours' notice is not provided, the employee will be entitled to a penalty of 50% of the ordinary time rate instead of any other penalty that may apply.
- (e) Where such alteration requires an employee to work on a day which would otherwise have been the employee's day off, the day off instead will be arranged by mutual consent.

26. Penalty rates

26.1 Shiftwork

- (a) Afternoon shift and night shift will attract a penalty rate of 15% of the ordinary time rate.
- (b) A permanent night shift will attract a penalty rate of 30% of the ordinary time rate.

26.2 Saturday and Sunday work

- (a) An employee other than an employee covered by clause 26.2(b) required to work ordinary time on a Saturday or Sunday will be paid the ordinary time rate of pay plus a penalty of:
 - (i) for ordinary hours worked on a Saturday, 50% of the ordinary time rate; and
 - (ii) for ordinary hours worked on a Sunday, 100% of the ordinary time rate.
- (b) Except that a school operational services employee in the cooking/catering group, or a boarding supervision services employee who is not working averaged hours in accordance with the provisions of clause 22.2, rostered to work ordinary hours on a Saturday will be paid the ordinary time rate of pay plus a penalty of 25% of the ordinary time rate and if rostered to work on a Sunday will be paid the ordinary time rate of pay plus a penalty of 75% of the ordinary time rate.

- 26.3** The penalty rates within this clause and in clause 27—Overtime are not cumulative. Where an employee is entitled to more than one penalty or overtime rate, the employee will be entitled to the highest single penalty rate.

27. Overtime

[Varied by [PR584095](#)]

27.1 Overtime rates

- (a) 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

- (b) 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.
- (c) Overtime will be calculated daily.

27.2 Time off instead of payment for overtime

[27.2—Time off instead of overtime payment renamed as Time off instead of payment for overtime and substituted by [PR584095](#) ppc 22Aug16]

- (a) An employee and employer may agree in writing to the employee taking time off instead of being paid for a particular amount of overtime that has been worked by the employee.
- (b) Any amount of overtime that has been worked by an employee in a particular pay period and that is to be taken as time off instead of the employee being paid for it must be the subject of a separate agreement under clause 27.2.
- (c) An agreement must state each of the following:
- the number of overtime hours to which it applies and when those hours were worked;
 - that the employer and employee agree that the employee may take time off instead of being paid for the overtime;
 - that, if the employee requests at any time, the employer must pay the employee, for overtime covered by the agreement but not taken as time off, at the overtime rate applicable to the overtime when worked;
 - that any payment mentioned in subparagraph (iii) must be made in the next pay period following the request.

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Note: An example of the type of agreement required by this clause is set out at 0. There is no requirement to use the form of agreement set out at 0. An agreement under clause 27.2 can also be made by an exchange of emails between the employee and employer, or by other electronic means.

- (d) The period of time off that an employee is entitled to take is the same as the number of overtime hours worked.

EXAMPLE: By making an agreement under clause 27.2 an employee who worked 2 overtime hours is entitled to 2 hours' time off.

- (e) Time off must be taken:
 - (i) within the period of 6 months after the overtime is worked; and
 - (ii) at a time or times within that period of 6 months agreed by the employee and employer.
- (f) If the employee requests at any time, to be paid for overtime covered by an agreement under clause 27.2 but not taken as time off, the employer must pay the employee for the overtime, in the next pay period following the request, at the overtime rate applicable to the overtime when worked.
- (g) If time off for overtime that has been worked is not taken within the period of 6 months mentioned in paragraph (e), the employer must pay the employee for the overtime, in the next pay period following those 6 months, at the overtime rate applicable to the overtime when worked.
- (h) The employer must keep a copy of any agreement under clause 27.2 as an employee record.
- (i) An employer must not exert undue influence or undue pressure on an employee in relation to a decision by the employee to make, or not make, an agreement to take time off instead of payment for overtime.
- (j) An employee may, under section 65 of the Act, request to take time off, at a time or times specified in the request or to be subsequently agreed by the employer and the employee, instead of being paid for overtime worked by the employee. If the employer agrees to the request then clause 27.2 will apply, including the requirement for separate written agreements under paragraph (b) for overtime that has been worked.

Note: If an employee makes a request under section 65 of the Act for a change in working arrangements, the employer may only refuse that request on reasonable business grounds (see section 65(5) of the Act).

- (k) If, on the termination of the employee's employment, time off for overtime worked by the employee to which clause 27.2 applies has not been taken, the employer must pay the employee for the overtime at the overtime rate applicable to the overtime when worked.

Note: Under section 345(1) of the Act, a person must not knowingly or recklessly make a false or misleading representation about the workplace rights of another person under clause 27.2.

27.3 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 award.

27A. Requests for flexible working arrangements

[27A inserted by [PR701479](#) ppc 01Dec18]

27A.1 Employee may request change in working arrangements

Clause 27A applies where an employee has made a request for a change in working arrangements under s.65 of the [Act](#).

Note 1: Section 65 of the [Act](#) provides for certain employees to request a change in their working arrangements because of their circumstances, as set out in s.65(1A).

Note 2: An employer may only refuse a s.65 request for a change in working arrangements on 'reasonable business grounds' (see s.65(5) and (5A)).

Note 3: Clause 27A is an addition to s.65.

27A.2 Responding to the request

Before responding to a request made under s.65, the employer must discuss the request with the employee and genuinely try to reach agreement on a change in working arrangements that will reasonably accommodate the employee's circumstances having regard to:

- (a) the needs of the employee arising from their circumstances;
- (b) the consequences for the employee if changes in working arrangements are not made; and
- (c) any reasonable business grounds for refusing the request.

Note 1: The employer must give the employee a written response to an employee's s.65 request within 21 days, stating whether the employer grants or refuses the request (s.65(4)).

Note 2: If the employer refuses the request, the written response must include details of the reasons for the refusal (s.65(6)).

27A.3 What the written response must include if the employer refuses the request

Clause 27A.3 applies if the employer refuses the request and has not reached an agreement with the employee under clause 27A.2.

- (a) The written response under s.65(4) must include details of the reasons for the refusal, including the business ground or grounds for the refusal and how the ground or grounds apply.
- (b) If the employer and employee could not agree on a change in working arrangements under clause 27A.2, the written response under s.65(4) must:
 - (i) state whether or not there are any changes in working arrangements that the employer can offer the employee so as to better accommodate the employee's circumstances; and
 - (ii) if the employer can offer the employee such changes in working arrangements, set out those changes in working arrangements.

27A.4 What the written response must include if a different change in working arrangements is agreed

If the employer and the employee reached an agreement under clause 27A.2 on a change in working arrangements that differs from that initially requested by the employee, the employer must provide the employee with a written response to their request setting out the agreed change(s) in working arrangements.

27A.5 Dispute resolution

Disputes about whether the employer has discussed the request with the employee and responded to the request in the way required by clause 27A, can be dealt with under clause 9—Dispute resolution.

Part 6—Leave and Public Holidays

28. Annual leave

[Varied by [PR994501](#), [PR582995](#)]

28.1 Annual leave is provided for in the NES. This clause supplements the NES provisions.

28.2 An employer may require an employee to take their annual leave during non-term weeks.

[28.3 deleted by [PR994501](#) from 01Jan10]

28.3 Annual leave loading

[28.4 renumbered as 28.3 by [PR994501](#) from 01Jan10]

- (a) During a period of annual leave, an employee will receive a loading calculated on the rate of wage prescribed in clause 15—Minimum wages of this award. Annual leave loading is payable on leave accrued on the following bases:

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- (i) Employees who would have worked on day work only had they not been on leave—17.5% of their ordinary rate of pay.
 - (ii) Employees who would have worked on shiftwork had they not been on leave—17.5% of their ordinary rate of pay or the applicable shift loading, whichever is the greater.
- (b) Except that an employer may, at its election, pay:
- (i) annual leave loading to the employee with each salary payment throughout the school year by increasing the annual rate of pay as at the commencement of the school year, or as subsequently varied, by 1.3426%. Where an employer elects to pay annual leave loading with each salary payment throughout the school year, the employer must advise the employee in writing; or
 - (ii) annual leave loading in respect of the school year to the employee with the first salary payment in December of that school year at the rate of pay applicable on 1 December of that school year.

28.4 Annual leave in advance

[28.5 renumbered as 28.4 by [PR994501](#) from 01Jan10; renamed and substituted by [PR582995](#) ppc 29Jul16]

- (a) An employer and employee may agree in writing to the employee taking a period of paid annual leave before the employee has accrued an entitlement to the leave.
- (b) An agreement must:
 - (i) state the amount of leave to be taken in advance and the date on which leave is to commence; and
 - (ii) be signed by the employer and employee and, if the employee is under 18 years of age, by the employee's parent or guardian.

Note: An example of the type of agreement required by clause 28.4 is set out at Schedule G. There is no requirement to use the form of agreement set out at Schedule G.

- (c) The employer must keep a copy of any agreement under clause 28.4 as an employee record.
- (d) If, on the termination of the employee's employment, the employee has not accrued an entitlement to all of a period of paid annual leave already taken in accordance with an agreement under clause 28.4, the employer may deduct from any money due to the employee on termination an amount equal to the amount that was paid to the employee in respect of any part of the period of annual leave taken in advance to which an entitlement has not been accrued.

28.5 Cashing out of annual leave

[28.5 inserted by [PR582995](#) ppc 29Jul16]

- (a) Paid annual leave must not be cashed out except in accordance with an agreement under clause 28.5.
- (b) Each cashing out of a particular amount of paid annual leave must be the subject of a separate agreement under clause 28.5.
- (c) An employer and an employee may agree in writing to the cashing out of a particular amount of accrued paid annual leave by the employee.
- (d) An agreement under clause 28.5 must state:
 - (i) the amount of leave to be cashed out and the payment to be made to the employee for it; and
 - (ii) the date on which the payment is to be made.
- (e) An agreement under clause 28.5 must be signed by the employer and employee and, if the employee is under 18 years of age, by the employee's parent or guardian.
- (f) The payment must not be less than the amount that would have been payable had the employee taken the leave at the time the payment is made.
- (g) An agreement must not result in the employee's remaining accrued entitlement to paid annual leave being less than 4 weeks.
- (h) The maximum amount of accrued paid annual leave that may be cashed out in any period of 12 months is 2 weeks.
- (i) The employer must keep a copy of any agreement under clause 28.5 as an employee record.

Note 1: Under section 344 of the Fair Work Act, an employer must not exert undue influence or undue pressure on an employee to make, or not make, an agreement under clause 28.5.

Note 2: Under section 345(1) of the Fair Work Act, a person must not knowingly or recklessly make a false or misleading representation about the workplace rights of another person under clause 28.5.

Note 3: An example of the type of agreement required by clause 28.5 is set out at Schedule H. There is no requirement to use the form of agreement set out at Schedule H.

28.6 Excessive leave accruals: general provision

[28.6 inserted by [PR582995](#) ppc 29Jul16]

Note: Clauses 28.6 to 28.8 contain provisions, additional to the National Employment Standards, about the taking of paid annual leave as a way of dealing

with the accrual of excessive paid annual leave. See Part 2.2, Division 6 of the Fair Work Act.

- (a) An employee has an **excessive leave accrual** if the employee has accrued more than 8 weeks' paid annual leave.
- (b) If an employee has an excessive leave accrual, the employer or the employee may seek to confer with the other and genuinely try to reach agreement on how to reduce or eliminate the excessive leave accrual.
- (c) Clause 28.7 sets out how an employer may direct an employee who has an excessive leave accrual to take paid annual leave.
- (d) Clause 28.8 sets out how an employee who has an excessive leave accrual may require an employer to grant paid annual leave requested by the employee.

28.7 Excessive leave accruals: direction by employer that leave be taken

[28.7 inserted by [PR582995](#) ppc 29Jul16]

- (a) If an employer has genuinely tried to reach agreement with an employee under clause 28.6(b) but agreement is not reached (including because the employee refuses to confer), the employer may direct the employee in writing to take one or more periods of paid annual leave.
- (b) However, a direction by the employer under paragraph (a):
 - (i) is of no effect if it would result at any time in the employee's remaining accrued entitlement to paid annual leave being less than 6 weeks when any other paid annual leave arrangements (whether made under clause 28.6, 28.7 or 28.8 or otherwise agreed by the employer and employee) are taken into account; and
 - (ii) must not require the employee to take any period of paid annual leave of less than one week; and
 - (iii) must not require the employee to take a period of paid annual leave beginning less than 8 weeks, or more than 12 months, after the direction is given; and
 - (iv) must not be inconsistent with any leave arrangement agreed by the employer and employee.
- (c) The employee must take paid annual leave in accordance with a direction under paragraph (a) that is in effect.
- (d) An employee to whom a direction has been given under paragraph (a) may request to take a period of paid annual leave as if the direction had not been given.

Note 1: Paid annual leave arising from a request mentioned in paragraph (d) may result in the direction ceasing to have effect. See clause 28.7(b)(i).

Note 2: Under section 88(2) of the Fair Work Act, the employer must not unreasonably refuse to agree to a request by the employee to take paid annual leave.

28.8 Excessive leave accruals: request by employee for leave

[28.8 inserted by [PR582995](#); substituted by [PR582995](#) ppc 29Jul17]

- (a) If an employee has genuinely tried to reach agreement with an employer under clause 28.6(b) but agreement is not reached (including because the employer refuses to confer), the employee may give a written notice to the employer requesting to take one or more periods of paid annual leave.
- (b) However, an employee may only give a notice to the employer under paragraph (a) if:
 - (i) the employee has had an excessive leave accrual for more than 6 months at the time of giving the notice; and
 - (ii) the employee has not been given a direction under clause 28.7(a) that, when any other paid annual leave arrangements (whether made under clause 28.6, 28.7 or 28.8 or otherwise agreed by the employer and employee) are taken into account, would eliminate the employee's excessive leave accrual.
- (c) A notice given by an employee under paragraph (a) must not:
 - (i) if granted, result in the employee's remaining accrued entitlement to paid annual leave being at any time less than 6 weeks when any other paid annual leave arrangements (whether made under clause 28.6, 28.7 or 28.8 or otherwise agreed by the employer and employee) are taken into account; or
 - (ii) provide for the employee to take any period of paid annual leave of less than one week; or
 - (iii) provide for the employee to take a period of paid annual leave beginning less than 8 weeks, or more than 12 months, after the notice is given; or
 - (iv) be inconsistent with any leave arrangement agreed by the employer and employee.
- (d) An employee is not entitled to request by a notice under paragraph (a) more than 4 weeks' paid annual leave in any period of 12 months.
- (e) The employer must grant paid annual leave requested by a notice under paragraph (a).

29. Personal/carer's leave and compassionate leave

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

30. Community service leave

Community service leave is provided for in the NES.

31. Public holidays

[Varied by [PR712204](#)]

31.1 Public holidays are provided for in the NES.

31.2 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.

31.3 Substitution of public holidays

[31.3(a) substituted by [PR712204](#) ppc 04Oct19]

- (a) An employer and employee may agree to substitute another day for a day that would otherwise be a public holiday under the NES.

[New 31.3(b) inserted by [PR712204](#) ppc 04Oct19]

- (b) An employer and employee may agree to substitute another part-day for a part-day that would otherwise be a part-day public holiday under the NES.

[31.3(b) renumbered as 31.3(c) by [PR712204](#) ppc 04Oct19]

- (c) Where substitution is agreed, the substituted day will be the public holiday for all purposes of this award.

[Note inserted by [PR712204](#) ppc 04Oct19]

NOTE: For provisions relating to part-day public holidays see Schedule F—Part-day Public Holidays.

32. Leave to deal with Family and Domestic Violence

[32 inserted by [PR609395](#) ppc 01Aug18]

32.1 This clause applies to all employees, including casuals.

32.2 Definitions

- (a) In this clause:

family and domestic violence means violent, threatening or other abusive behaviour by a family member of an employee that seeks to coerce or control the employee and that causes them harm or to be fearful.

family member means:

- (i) a spouse, de facto partner, child, parent, grandparent, grandchild or sibling of the employee; or
 - (ii) a child, parent, grandparent, grandchild or sibling of a spouse or de facto partner of the employee; or
 - (iii) a person related to the employee according to Aboriginal or Torres Strait Islander kinship rules.
- (b) A reference to a spouse or de facto partner in the definition of family member in clause 32.2(a) includes a former spouse or de facto partner.

32.3 Entitlement to unpaid leave

An employee is entitled to 5 days' unpaid leave to deal with family and domestic violence, as follows:

- (a) the leave is available in full at the start of each 12 month period of the employee's employment; and
- (b) the leave does not accumulate from year to year; and
- (c) is available in full to part-time and casual employees.

Note: 1. A period of leave to deal with family and domestic violence may be less than a day by agreement between the employee and the employer.

2. The employer and employee may agree that the employee may take more than 5 days' unpaid leave to deal with family and domestic violence.

32.4 Taking unpaid leave

An employee may take unpaid leave to deal with family and domestic violence if the employee:

- (a) is experiencing family and domestic violence; and
- (b) needs to do something to deal with the impact of the family and domestic violence and it is impractical for the employee to do that thing outside their ordinary hours of work.

Note: The reasons for which an employee may take leave include making arrangements for their safety or the safety of a family member (including relocation), attending urgent court hearings, or accessing police services.

32.5 Service and continuity

The time an employee is on unpaid leave to deal with family and domestic violence does not count as service but does not break the employee's continuity of service.

32.6 Notice and evidence requirements

(a) Notice

An employee must give their employer notice of the taking of leave by the employee under clause 32. The notice:

- (i) must be given to the employer as soon as practicable (which may be a time after the leave has started); and
- (ii) must advise the employer of the period, or expected period, of the leave.

(b) Evidence

An employee who has given their employer notice of the taking of leave under clause 32 must, if required by the employer, give the employer evidence that would satisfy a reasonable person that the leave is taken for the purpose specified in clause 32.4.

Note: Depending on the circumstances such evidence may include a document issued by the police service, a court or a family violence support service, or a statutory declaration.

32.7 Confidentiality

- (a) Employers must take steps to ensure information concerning any notice an employee has given, or evidence an employee has provided under clause 32.6 is treated confidentially, as far as it is reasonably practicable to do so.
- (b) Nothing in clause 32 prevents an employer from disclosing information provided by an employee if the disclosure is required by an Australian law or is necessary to protect the life, health or safety of the employee or another person.

Note: Information concerning an employee's experience of family and domestic violence is sensitive and if mishandled can have adverse consequences for the employee. Employers should consult with such employees regarding the handling of this information.

32.8 Compliance

An employee is not entitled to take leave under clause 32 unless the employee complies with clause 32.

Schedule A—Transitional Provisions

[Varied by [PR991584](#), [PR503720](#)]

A.1 General

A.1.1 The provisions of this schedule deal with minimum obligations only.

A.1.2 The provisions of this schedule are to be applied:

- (a) when there is a difference, in money or percentage terms, between a provision in a relevant transitional minimum wage instrument (including the transitional default casual loading) or award-based transitional instrument on the one hand and an equivalent provision in this award on the other;
- (b) when a loading or penalty in a relevant transitional minimum wage instrument or award-based transitional instrument has no equivalent provision in this award;
- (c) when a loading or penalty in this award has no equivalent provision in a relevant transitional minimum wage instrument or award-based transitional instrument; or
- (d) when there is a loading or penalty in this award but there is no relevant transitional minimum wage instrument or award-based transitional instrument.

A.2 Minimum wages – existing minimum wage lower

A.2.1 The following transitional arrangements apply to an employer which, immediately prior to 1 January 2010:

- (a) was obliged,
- (b) but for the operation of an agreement-based transitional instrument or an enterprise agreement would have been obliged, or
- (c) if it had been an employer in the industry or of the occupations covered by this award would have been obliged

by a transitional minimum wage instrument and/or an award-based transitional instrument to pay a minimum wage lower than that in this award for any classification of employee.

A.2.2 In this clause minimum wage includes:

- (a) a minimum wage for a junior employee, an employee to whom training arrangements apply and an employee with a disability;
- (b) a piecework rate; and
- (c) any applicable industry allowance.

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A.2.3 Prior to the first full pay period on or after 1 July 2010 the employer must pay no less than the minimum wage in the relevant transitional minimum wage instrument and/or award-based transitional instrument for the classification concerned.

A.2.4 The difference between the minimum wage for the classification in this award and the minimum wage in clause A.2.3 is referred to as the transitional amount.

A.2.5 From the following dates the employer must pay no less than the minimum wage for the classification in this award minus the specified proportion of the transitional amount:

First full pay period on or after

1 July 2010	80%
1 July 2011	60%
1 July 2012	40%
1 July 2013	20%

A.2.6 The employer must apply any increase in minimum wages in this award resulting from an annual wage review.

A.2.7 These provisions cease to operate from the beginning of the first full pay period on or after 1 July 2014.

A.3 Minimum wages – existing minimum wage higher

A.3.1 The following transitional arrangements apply to an employer which, immediately prior to 1 January 2010:

- (a) was obliged,
- (b) but for the operation of an agreement-based transitional instrument or an enterprise agreement would have been obliged, or
- (c) if it had been an employer in the industry or of the occupations covered by this award would have been obliged

by a transitional minimum wage instrument and/or an award-based transitional instrument to pay a minimum wage higher than that in this award for any classification of employee.

A.3.2 In this clause minimum wage includes:

- (a) a minimum wage for a junior employee, an employee to whom training arrangements apply and an employee with a disability;
- (b) a piecework rate; and
- (c) any applicable industry allowance.

A.3.3 Prior to the first full pay period on or after 1 July 2010 the employer must pay no less than the minimum wage in the relevant transitional minimum wage instrument and/or award-based transitional instrument for the classification concerned.

A.3.4 The difference between the minimum wage for the classification in this award and the minimum wage in clause A.3.3 is referred to as the transitional amount.

A.3.5 From the following dates the employer must pay no less than the minimum wage for the classification in this award plus the specified proportion of the transitional amount:

First full pay period on or after

1 July 2010	80%
1 July 2011	60%
1 July 2012	40%
1 July 2013	20%

A.3.6 The employer must apply any increase in minimum wages in this award resulting from an annual wage review. If the transitional amount is equal to or less than any increase in minimum wages resulting from the 2010 annual wage review the transitional amount is to be set off against the increase and the other provisions of this clause will not apply.

A.3.7 These provisions cease to operate from the beginning of the first full pay period on or after 1 July 2014.

A.4 Loadings and penalty rates

For the purposes of this schedule loading or penalty means a:

- casual or part-time loading;
- Saturday, Sunday, public holiday, evening or other penalty;
- shift allowance/penalty.

A.5 Loadings and penalty rates – existing loading or penalty rate lower

A.5.1 The following transitional arrangements apply to an employer which, immediately prior to 1 January 2010:

- (a) was obliged,
- (b) but for the operation of an agreement-based transitional instrument or an enterprise agreement would have been obliged, or
- (c) if it had been an employer in the industry or of the occupations covered by this award would have been obliged

by the terms of a transitional minimum wage instrument or an award-based transitional instrument to pay a particular loading or penalty at a lower rate than the equivalent loading or penalty in this award for any classification of employee.

A.5.2 Prior to the first full pay period on or after 1 July 2010 the employer must pay no less than the loading or penalty in the relevant transitional minimum wage instrument or award-based transitional instrument for the classification concerned.

A.5.3 The difference between the loading or penalty in this award and the rate in clause A.5.2 is referred to as the transitional percentage.

A.5.4 From the following dates the employer must pay no less than the loading or penalty in this award minus the specified proportion of the transitional percentage:

First full pay period on or after

1 July 2010	80%
1 July 2011	60%
1 July 2012	40%
1 July 2013	20%

A.5.5 These provisions cease to operate from the beginning of the first full pay period on or after 1 July 2014.

A.6 Loadings and penalty rates – existing loading or penalty rate higher

A.6.1 The following transitional arrangements apply to an employer which, immediately prior to 1 January 2010:

- (a) was obliged,
- (b) but for the operation of an agreement-based transitional instrument or an enterprise agreement would have been obliged, or
- (c) if it had been an employer in the industry or of the occupations covered by this award would have been obliged

by the terms of a transitional minimum wage instrument or an award-based transitional instrument to pay a particular loading or penalty at a higher rate than the equivalent loading or penalty in this award, or to pay a particular loading or penalty and there is no equivalent loading or penalty in this award, for any classification of employee.

A.6.2 Prior to the first full pay period on or after 1 July 2010 the employer must pay no less than the loading or penalty in the relevant transitional minimum wage instrument or award-based transitional instrument.

A.6.3 The difference between the loading or penalty in this award and the rate in clause A.6.2 is referred to as the transitional percentage. Where there is no equivalent loading or penalty in this award, the transitional percentage is the rate in A.6.2.

A.6.4 From the following dates the employer must pay no less than the loading or penalty in this award plus the specified proportion of the transitional percentage:

First full pay period on or after

1 July 2010	80%
1 July 2011	60%
1 July 2012	40%
1 July 2013	20%

A.6.5 These provisions cease to operate from the beginning of the first full pay period on or after 1 July 2014.

A.7 Loadings and penalty rates – no existing loading or penalty rate

A.7.1 The following transitional arrangements apply to an employer not covered by clause A.5 or A.6 in relation to a particular loading or penalty in this award.

A.7.2 Prior to the first full pay period on or after 1 July 2010 the employer need not pay the loading or penalty in this award.

A.7.3 From the following dates the employer must pay no less than the following percentage of the loading or penalty in this award:

First full pay period on or after

1 July 2010	20%
1 July 2011	40%
1 July 2012	60%
1 July 2013	80%

A.7.4 These provisions cease to operate from the beginning of the first full pay period on or after 1 July 2014.

A.8 Former Division 2B employers

[A.8 inserted by [PR503720](#) ppc 01Jan11]

A.8.1 This clause applies to an employer which, immediately prior to 1 January 2011, was covered by a Division 2B State award.

A.8.2 All of the terms of a Division 2B State award applying to a Division 2B employer are continued in effect until the end of the full pay period commencing before 1 February 2011.

A.8.3 Subject to this clause, from the first full pay period commencing on or after 1 February 2011 a Division 2B employer must pay no less than the minimum wages, loadings and penalty rates which it would be required to pay under this Schedule if it had been a national system employer immediately prior to 1 January 2010.

A.8.4 Despite clause A.8.3, where a minimum wage, loading or penalty rate in a Division 2B State award immediately prior to 1 February 2011 was lower than the

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corresponding minimum wage, loading or penalty rate in this award, nothing in this Schedule requires a Division 2B employer to pay more than the minimum wage, loading or penalty rate in this award.

- A.8.5** Despite clause A.8.3, where a minimum wage, loading or penalty rate in a Division 2B State award immediately prior to 1 February 2011 was higher than the corresponding minimum wage, loading or penalty rate in this award, nothing in this Schedule requires a Division 2B employer to pay less than the minimum wage, loading or penalty rate in this award.
- A.8.6** In relation to a Division 2B employer this Schedule commences to operate from the beginning of the first full pay period on or after 1 January 2011 and ceases to operate from the beginning of the first full pay period on or after 1 July 2014.

Schedule B—Classifications

[Varied by [PR991584](#), [PR575283](#)]

B.1 Definitions

B.1.1 Definition 1: Supervision

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

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

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

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

B.1.2 Definition 2: Qualifications

Within the Australian Qualifications Framework:

(a) **Year 12**

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

(b) **Trade certificate**

Completion of an apprenticeship, normally of four years' duration, or equivalent recognition, e.g. Certificate III.

(c) **Post-trade certificate**

A course of study over and above a trade certificate and less than a Certificate IV.

(d) **Certificates I and II**

Courses that recognise basic vocational skills and knowledge, without a Year 12 prerequisite.

(e) Certificate III

A course that provides a range of well-developed skills and is comparable to a trade certificate.

(f) Certificate IV

A course that provides greater breadth and depth of skill and knowledge and is comparable to a two year part-time post-Year 12 or post-trade certificate course.

(g) Diploma

A course at a higher education or vocational educational and training institution, typically equivalent to two years' full-time post-Year 12 study.

(h) Advanced diploma

A course at a higher education or vocational educational and training institution, typically equivalent to three years' full-time post-Year 12 study.

(i) Degree

A recognised degree from a higher education institution, often completed in three or four years, and sometimes combined with a one year diploma.

(j) Postgraduate degree

A recognised postgraduate degree, over and above a degree as defined above.

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

B.1.3 Definition 3: Classification dimensions

(a) Competency

The skill, complexity and responsibility of tasks typically required at each classification level.

(b) Judgment, independence and problem solving

Judgment is the ability to make sound decisions, recognising the consequences of decisions taken or actions performed. Independence is the extent to which an employee is able (or allowed) to work effectively without supervision or direction. Problem solving is the process of defining or selecting the appropriate course of action where alternative courses of actions are available. This dimension looks at how much of each of these three qualities applies at each classification level.

(c) Level of supervision

This dimension covers both the way in which employees are supervised or managed and the role of employees in supervising or managing others.

(d) Training level or qualifications

The type and duration of training which the duties of the classification level typically require for effective performance. Training is the process of acquiring skills and knowledge through formal education, on-the-job instruction or exposure to procedures.

(e) Occupational equivalent

Examples of occupations typically falling within each classification level.

(f) Typical activities

Examples of activities typically undertaken by employees in different roles at each of the classification levels. Examples of occupational equivalent positions are provided. Reference to small, medium and large schools is made, based upon student enrolment. A small school enrolls less than 300 students, a medium school enrolls between 300 and 600 students and a large school enrolls more than 600 students.

B.2 Classifications

B.2.1 Level 1

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

(a) Competency

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

(b) Judgment, independence and problem solving

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

(c) Level of supervision

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

(d) Training level or qualifications

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

(e) Typical activities

(i) Classroom support services grade 1

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

(ii) Preschool/childcare services grade 1

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

(iii) School administration services grade 1

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

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

(iv) School operational services grade 1

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

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- Performing non-trade tasks incidental to the employee's work
- Performing general laundry duties
- Performing general house assistant duties in a boarding house, such as cleaning
- Performing minor repairs to linen or clothing such as buttons, zips, seams and working with flat materials
- Cleaning, dusting and polishing in classrooms or other public areas of the school
- Making and/or serving morning/afternoon tea, including washing up and other duties in connection with such work other than meals/refreshments in the school's main dining area
- *Occupational equivalent:* cleaner, kitchen assistant, laundry assistant, grounds/maintenance assistant, retail assistant, bus driver, handyman, attendant, trades assistant

B.2.2 Level 2

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

(a) Competency

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

(b) Judgment, independence and problem solving

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

(c) Level of supervision

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

(d) Training level or qualifications

Level 2 duties typically require:

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

[B.2.2(d)(iv) varied by [PR575283](#) ppc 21Dec15]

- (iv) an equivalent combination of experience and training. An instructional services employee (sport) will have no or minimal coaching experience but will possess appropriate sporting discipline specific experience.

(e) Typical activities

(i) Classroom support services grade 2

- Providing assistance with the educational program where limited discretion and judgment and/or specific skills are involved
- *Occupational equivalent:* teacher aide/assistant, integration aide/assistant

(ii) Curriculum/resources services grade 1

- Performing a range of basic library transactions, including processing, cataloguing and accessioning books, stocktaking, preparing display materials, using circulation systems, general photocopying and related clerical tasks
- Maintaining, controlling, operating and demonstrating the use of audio-visual equipment, where there is limited complexity, including assisting with audio and video recording
- Maintaining booking and repair/replacement systems for equipment
- Maintaining catalogues of recorded programs in accordance with established routines, methods and procedures
- Maintaining equipment and materials
- Caring for fauna and flora
- Preparing teaching aids under direction
- Preparing standard solutions and less complex experiments
- Assisting students and teachers to use the catalogue and/or locate books and resource materials
- Explaining the function and use of library and library equipment to students
- Under direction, assisting teaching staff to take story groups

Educational Services (Schools) General Staff Award 2010

- Searching and identifying fairly complex bibliographic material organising inter-library loans
- Answering ready references inquiries
- Operating a wide range of audio-visual or computer equipment
- Demonstrating and explaining the operation of audio-visual, computer and other similar equipment
- Providing technical support to teachers
- Recording materials by means of sound and photographic equipment, etc.
- Evaluating and making recommendations for the purchase of technical or computer equipment
- Implementing measures for proper storage control and handling or disposal of dangerous or toxic substances
- Culturing, preparing for use and being responsible to the relevant manager for the security of bacterial, viral or other like substances
- Ordering supplies and materials
- Within a defined range of contexts, where the choice of actions is clear, maintaining scientific equipment, materials and specimens
- Assisting with the design/demonstration of experiments and scientific equipment, as directed
- *Occupational equivalent:* library assistant, laboratory assistant, technology centre assistant

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

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

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- *Occupational equivalent:* childcare assistant

(iv) Boarding supervision services grade 1

- Performing basic duties to assist the person in charge of the boarding house in the daily routines involving the care of students and general functions of the boarding house
- Applying domestic and interpersonal skills
- *Occupational equivalent:* boarding house assistant

(v) Wellbeing services grade 1

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

(vi) School administration services grade 2

- Performing duties involving the inward and outward movement of mail, keeping, copying, maintaining and retrieving records, straightforward data entry and retrieval
- *Occupational equivalent:* clerical assistant

(vii) School operational services grade 2

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

[B.2.2(d)(viii) inserted by [PR575283](#) ppc 21Dec15]

(viii) Instructional grade 1

- Providing assistance to sporting teams/squads under the supervision of a teacher or an instructional services employee (Grade 3 or above)
- Assisting with equipment and the preparations for, and conducting of, training sessions and/or sporting events
- *Occupational equivalent:* Sports assistant

B.2.3 Level 3

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

(a) Competency

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

(b) Judgment, independence and problem solving

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

(c) Level of supervision

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

(d) Training level or qualifications

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

- (i) completion of a trades certificate or Certificate III;
- (ii) completion of Year 12 or a Certificate II, with relevant work experience;
or

[B.2.3(d)(iii) varied by [PR575283](#) ppc 21Dec15]

- (iii) an equivalent combination of relevant experience and/or education/training. For an instructional services employee (sport), this means coaching qualifications equivalent to those identified in clauses B.2.3(d)(i) and (ii) and/or appropriate sporting discipline specific experience.

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

(e) Typical activities

(i) Classroom support services grade 3

- Undertaking some responsibility for other employees in the work area
- Providing assistance or guidance to other employees in the work area
- Liaising between the school, the student and the student's family where some discretion and judgment are involved
- Assisting student learning, where some discretion and judgment is involved, including evaluation and assessment, under the supervision of a teacher, of the learning needs of students
- *Occupational equivalent:* student services co-ordinator

(ii) Curriculum/resources services grade 2

- Undertaking some responsibility for other employees in the work area
- Providing assistance or guidance to other employees in the work area
- Providing technical assistance in the operation of a library, laboratory, or technology centre, where some discretion and judgment are involved
- Preparing descriptive cataloguing for library materials
- Supervising the operation of circulation systems
- Answering reference and information inquiries, other than ready reference
- Assisting in evaluating and selecting equipment and supplies
- Providing guidance in the use of information systems
- Producing resource materials, e.g. multi-media kits, video and film clips
- Teaching audio-visual, computer and other technical skills to students and teachers

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- Searching and verifying bibliographical data where some judgment and discretion are involved
- Producing, displaying and/or publicising materials
- Assisting students and employees to access information and to use equipment in a library, laboratory or a technology centre where some discretion and judgment are involved
- Assisting with supervision of students in the library where some discretion and judgment are involved
- Providing technical assistance and advice, as requested
- Assisting with the planning and organisation of a laboratory or technology centre and field work
- Testing of experiments and demonstrating experiments (with teachers)
- *Occupational equivalent:* library technician, laboratory technician, technology centre technician

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

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

(iv) **Boarding supervision services grade 2**

- Deputising from time to time for the person in charge of the boarding house, while undertaking the basic duties
- *Occupational equivalent:* senior boarding house assistant

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

- Undertaking a wide range of secretarial and clerical duties at an advanced level, including typing, word processing, maintaining email and computerised records and shorthand
- Managing enquiries from students, parents, employees and the general public

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- Entering financial data into computers and preparing financial and management reports for review and authorisation
- Preparing and processing payroll within routines, methods and procedures
- Undertaking bank and ledger reconciliations
- Assisting with preparation of internal and external publications
- Providing administrative support to senior management, including arranging appointments, diaries and preparing both confidential and general correspondence
- Preparing government and statutory authority returns for authorisation
- *Occupational equivalent*: administration assistant, office supervisor, accounts clerk, school secretary (small school)

(vi) School operational services grade 3

- Performing general maintenance work which includes the use of trade accredited skills in areas such as carpentry, plumbing or electrical services
- Control and responsibility for the maintenance of gardens, sports grounds and/or facilities which includes the use of accredited trade skills in areas such as horticulture, gardening or in the maintenance of sports grounds
- Responsibility for operating the school canteen, uniform shop or book shop, including supervision of employees and volunteers
- Cooking duties including a la carte cooking, baking, pastry cooking or butchery
- Responsibility for operating, maintaining and adjusting turf machinery, as appropriate
- Cleaning and inspecting machinery after each use, reporting any problems to the appropriate manager
- In trades positions, applying the skills taught in a trades certificate or Certificate III, including performance of a range of construction, maintenance and repair tasks, using precision hand and power tools and equipment. In some cases this will involve familiarity with the work of other trades or require further training.
- Performing a range of security duties, including patrols, alarm responses, emergency procedures and preparing incident reports
- Responsibility for the security and basic maintenance of school property

Educational Services (Schools) General Staff Award 2010

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

(vii) Instructional services grade 2

[B.2.3(e)(vii) inserted by [PR575283](#) ppc 21Dec15]

- Providing assistance to individuals and/or sporting teams/squads under the supervision of a teacher or an instructional services employee (Grade 3 or above)
- Assisting with equipment and the preparations for, and conducting of, training sessions and/or sporting events
- *Occupational equivalent*: Sports assistant, assistant sports coach

B.2.4 Level 4

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

(a) Competency

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

(b) Judgment, independence and problem solving

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

(c) Level of supervision

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

(d) Training level or qualifications

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

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

[B.2.4(d)(v) varied by [PR575283](#) ppc 21Dec15]

- (v) an equivalent combination of relevant experience and/or education/training. For an instructional services employee (sport), this means coaching qualifications equivalent to those identified in clause B.2.4(d)(i) to (iv) and/or appropriate sporting discipline specific experience

(e) Typical activities

(i) Curriculum/resources services grade 3

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

(ii) Preschool/childcare services grade 3A

- Exercises similar responsibilities as a grade 3 but an employee at this level has a Diploma in Children's Services.
- *Occupational equivalent*: childcare assistant

(iii) Boarding supervision services grade 3

- Managing a boarding house, with significant responsibility for the welfare of students, which includes the maintenance of effective communication with the parents of students and the supervision of other boarding supervision employees
- *Occupational equivalent:* boarding house supervisor, manager or co-ordinator

(iv) Wellbeing services grade 2

- Providing support and guidance to students
- Providing welfare services to students
- *Occupational equivalent:* youth welfare officer

(v) School administration services grade 4

- Responsibility for the smooth and efficient financial administration of a small school
- Responsibility for both secretarial and financial administration of a school office in a small school
- Using computer software packages, including desktop publishing, database and/or web software, at an advanced level
- Planning and setting up spreadsheets and database applications
- Initiating and handling correspondence, which may include confidential correspondence
- Calculating and maintaining wage and salary records for a large payroll utilising a variety of routines, methods and procedures
- Applying inventory and purchasing control procedures
- Preparing monthly summaries of debtors and creditors ledger transactions with reconciliations
- Controlling the purchasing and storage for a discrete function
- Supervising and maintaining hardware and software components of a computer network, with appropriate support for users
- Preparing complex financial and administrative systems
- Undertaking responsibility for the co-ordination and ongoing management of fundraising activities or special projects where an advanced level of clerical and administrative skill is required

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- *Occupational equivalent*: senior administration assistant, office supervisor, finance officer, school registrar, school secretary (large school), principal's secretary, school development officer

(vi) School operational services grade 4

- Performing specialised cooking, butchery, baking pastry and the supervision of the operation
- Responsibility for planning, scheduling and supervising of all aspects of gardening maintenance
- Deputising for the manager if absent, including undertaking all duties
- In trades positions, working on complex engineering or interconnected electrical circuits and/or exercising high precision trades skills using various materials and/or specialised techniques
- *Occupational equivalent*: advanced tradesperson, head grounds person (medium or large school)

(vii) Instructional services grade 3

[B.2.4(e)(vii) substituted by [PR575283](#) ppc 21Dec15]

- Instructing individual students as part of an extra-curricular instrumental music program
- Coaching, including developing sports training sessions and programs, for individuals and/or teams/squads in various sporting disciplines
- Supervising instructional services employees (Grades 1 and/or 2)
- *Occupational equivalent*: instrumental music tutor, senior assistant sports coach, sports coach

Note: An instrumental music tutor will not be employed at a Level lower than Level 4.

B.2.5 Level 5

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

(a) Competency

Competency at this level involves self-directed application of knowledge with substantial depth in some areas. A range of technical and other skills are applied to roles and functions in both varied and highly specific contexts. Competencies are normally used independently and both routinely and non-routinely. Discretion and judgment are required in planning and selecting appropriate equipment, service techniques and work organisation for self and/or others.

(b) Judgment, independence and problem solving

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

(c) Level of supervision

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

(d) Training level or qualifications

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

- (i)** completion of a degree without subsequent relevant work experience;
- (ii)** completion of an advanced diploma qualification and at least one year's subsequent relevant work experience;
- (iii)** completion of a diploma qualification and at least two years' subsequent relevant work experience;
- (iv)** completion of a Certificate IV and extensive relevant work experience;
- (v)** completion of a post-trades certificate and extensive (typically more than two years') relevant experience as a technician; or

[B.2.5(d)(vi) varied by [PR575283](#) ppc 21Dec15]

- (vi)** an equivalent combination of relevant experience and/or education/training. For an instructional services employee (sport), this means coaching qualifications equivalent to those identified in clauses B.2.5(d)(i) to (v) and/or appropriate sporting discipline specific experience.

(e) Typical activities

(i) Curriculum/resources services grade 4

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

(ii) Preschool/childcare services grade 4

- Responsibility, in consultation with the director or the director's nominee, for the preparation, implementation and evaluation of a

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developmentally appropriate program for individual children or groups of children in care

- Responsibility for the direction and general supervision of lower level employees
- Ensuring a safe environment is maintained for children and employees
- Ensuring that records are maintained accurately for each child in the employee's care
- Developing, implementing and evaluating daily care routines
- Ensuring adherence to the policies and procedures
- Liaising with families
- *Occupational equivalent:* childcare assistant

(iii) Boarding supervision services grade 4

- Responsibility to the principal of a school for the overall supervision of the recreational and personal welfare of all students and has overall responsibility for the administration of two or more boarding houses or a very large boarding house
- *Occupational equivalent:* head of boarding (large school)

(iv) School administration services grade 5

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

(v) School operational services grade 5

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

[B.2.5(e)(vi) [PR575283](#) ppc 21Dec15]

(vi) Instructional services grade 4

- Preparing instrumental music students for external examination in their discipline as part of an extra-curricular program
- Coaching individuals and/or sporting teams/squads, including developing and implementing individual and/or team specific training sessions and programs
- *Occupational equivalent:* music tutor, sports coach, senior sports coach (large school)

B.2.6 Level 6

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

(a) Competency

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

(b) Judgment, independence and problem solving

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

(c) Level of supervision

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

(d) Training level or qualifications

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

- (i) a degree with subsequent relevant experience;
- (ii) extensive experience and specialist expertise or broad knowledge in technical or administrative fields; or

[B.2.6(d)(iii) [PR575283](#) ppc 21Dec15]

- (iii) an equivalent combination of relevant experience and/or education/training. For an instructional services employee (sport), this means coaching qualifications equivalent to those identified in clauses B.2.6(d)(i) to (ii) and/or appropriate sporting discipline specific experience.

(e) Typical activities

(i) Preschool/childcare services grade 5

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

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- *Occupational equivalent*: operating as the co-ordinator:
 - Undertaking additional responsibilities, including co-ordinating the activities of more than one group, supervising employees, trainees and students on placement and assisting in administrative functions
- (ii) Wellbeing services grade 3**
- Performing guidance and counselling, within defined accountabilities
 - Providing specialist health services and/or therapy services to students
 - *Occupational equivalent*: psychologist, speech therapist, occupational therapist
- (iii) Nursing services grade 1**
- Providing primary nursing care with its associated administrative responsibilities
 - *Occupational equivalent*: school nurse
- (iv) School administration services grade 6**
- Operating and being responsible for a structurally and/or operationally defined section
 - Providing professional advice to students and employees on the employee's area of expertise
 - Responsibility for professional development of other employees
 - Contributing to operational and strategic planning in the area of responsibility
 - *Occupational equivalent*: public relations manager/director, school development manager
- (v) School operational services grade 6**
- Managing a range of functions
 - *Occupational equivalent*: property manager
- (vi) Instructional services grade 5**

[B.2.6(vi) substituted by [PR575283](#) ppc 21Dec15]

- Conducting and co-ordinating a school choir, band or musical ensemble or more than one of these
- Managing and delivering the full coaching/training program or a significant distinct part of a coaching/training program for one or more sporting disciplines

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- Supervising employees, including instructional services employees (Grades 1, 2, 3 and/or 4) or coaching (individuals, squads and/or teams) and managing sporting facilities
- *Occupational equivalent:* choir master, conductor, head coach

B.2.7 Level 7

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

(a) Competency

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

(b) Judgment, independence and problem solving

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

(c) Level of supervision

Broad direction. May manage other employees including general employees.

(d) Training level or qualifications

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

- (i) a degree with at least four years of subsequent relevant experience;
- (ii) extensive experience and management expertise in technical or administrative fields; or
- (iii) an equivalent combination of relevant experience and/or education/training.

(e) Typical activities

(i) Preschool/childcare services grade 6

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

(ii) Wellbeing services grade 4

- Managing counselling services with more than one psychologist under supervision
- *Occupational equivalent:* head of school counselling (small or medium school), senior therapist

(iii) Nursing services grade 2

- Providing health counselling, health education and acting in a resource capacity to the school community, in addition to providing primary care with its associated administrative duties
- *Occupational equivalent:* school nurse

(iv) School administration services grade 7

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

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- Managing the school's financial system
- Performing information technology tasks requiring professional qualifications involving analysis, design or computation and drawing upon advanced techniques and methods at an advanced level
- *Occupational equivalent*: information technology manager (medium school)

B.2.8 Level 8

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

(a) Competency

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

(b) Judgment, independence and problem solving

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

(c) Level of supervision

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

(d) Training level or qualifications

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

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

(e) Typical activities

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

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

(ii) Wellbeing services grade 5

- Manages a counselling or multi-disciplinary service in a large school
- *Occupational equivalent:* manager of counselling services

(iii) Nursing services grade 3

- Providing health, counselling, health education and acting in a resource capacity to a school community, in addition to providing primary nursing care with its associated administrative duties and being responsible for the co-ordination, administration and management of health service and who is in charge of or directs the activities of other employees of the school's health service
- *Occupational equivalent:* nurse in charge

(iv) School administration services grade 8

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

Schedule C—Supported Wage System

[Varied by [PR991584](#), [PR994501](#), [PR998748](#), [PR510670](#), [PR525068](#), [PR537893](#), [PR542196](#), [PR551831](#), [PR568050](#), [PR581528](#), [PR592689](#), [PR606630](#), [PR709080](#)]

C.1 This schedule defines the conditions which will apply to employees who because of the effects of a disability are eligible for a supported wage under the terms of this award.

[C.2 varied by [PR568050](#) ppc 01Jul15]

C.2 In this schedule:

approved assessor means a person accredited by the management unit established by the Commonwealth under the supported wage system to perform assessments of an individual's productive capacity within the supported wage system

assessment instrument means the tool provided for under the supported wage system that records the assessment of the productive capacity of the person to be employed under the supported wage system

disability support pension means the Commonwealth pension scheme to provide income security for persons with a disability as provided under the *Social Security Act 1991* (Cth), as amended from time to time, or any successor to that scheme

relevant minimum wage means the minimum wage prescribed in this award for the class of work for which an employee is engaged

supported wage system (SWS) means the Commonwealth Government system to promote employment for people who cannot work at full award wages because of a disability, as documented in the Supported Wage System Handbook. The Handbook is available from the following website: www.jobaccess.gov.au

SWS wage assessment agreement means the document in the form required by the Department of Social Services that records the employee's productive capacity and agreed wage rate

C.3 Eligibility criteria

C.3.1 Employees covered by this schedule will be those who are unable to perform the range of duties to the competence level required within the class of work for which the employee is engaged under this award, because of the effects of a disability on their productive capacity and who meet the impairment criteria for receipt of a disability support pension.

C.3.2 This schedule does not apply to any existing employee who has a claim against the employer which is subject to the provisions of workers compensation legislation or any provision of this award relating to the rehabilitation of employees who are injured in the course of their employment.

C.4 Supported wage rates

C.4.1 Employees to whom this schedule applies will be paid the applicable percentage of the relevant minimum wage according to the following schedule:

Assessed capacity (clause C.5)	Relevant minimum wage
%	%
10	10
20	20
30	30
40	40
50	50
60	60
70	70
80	80
90	90

[C.4.2 varied by [PR994501](#), [PR998748](#), [PR510670](#), [PR525068](#), [PR537893](#), [PR551831](#), [PR568050](#), [PR581528](#), [PR592689](#), [PR606630](#), [PR709080](#) ppc 01Jul19]

C.4.2 Provided that the minimum amount payable must be not less than \$87 per week.

C.4.3 Where an employee's assessed capacity is 10%, they must receive a high degree of assistance and support.

C.5 Assessment of capacity

C.5.1 For the purpose of establishing the percentage of the relevant minimum wage, the productive capacity of the employee will be assessed in accordance with the Supported Wage System by an approved assessor, having consulted the employer and employee and, if the employee so desires, a union which the employee is eligible to join.

C.5.2 All assessments made under this schedule must be documented in an SWS wage assessment agreement, and retained by the employer as a time and wages record in accordance with the Act.

C.6 Lodgement of SWS wage assessment agreement

[C.6.1 varied by [PR542196](#) ppc 04Dec13]

C.6.1 All SWS wage assessment agreements under the conditions of this schedule, including the appropriate percentage of the relevant minimum wage to be paid to the employee, must be lodged by the employer with the Fair Work Commission.

[C.6.2 varied by [PR542196](#) ppc 04Dec13]

C.6.2 All SWS wage assessment agreements must be agreed and signed by the employee and employer parties to the assessment. Where a union which has an interest in the

award is not a party to the assessment, the assessment will be referred by the Fair Work Commission to the union by certified mail and the agreement will take effect unless an objection is notified to the Fair Work Commission within 10 working days.

C.7 Review of assessment

The assessment of the applicable percentage should be subject to annual or more frequent review on the basis of a reasonable request for such a review. The process of review must be in accordance with the procedures for assessing capacity under the supported wage system.

C.8 Other terms and conditions of employment

Where an assessment has been made, the applicable percentage will apply to the relevant minimum wage only. Employees covered by the provisions of this schedule will be entitled to the same terms and conditions of employment as other workers covered by this award on a pro rata basis.

C.9 Workplace adjustment

An employer wishing to employ a person under the provisions of this schedule must take reasonable steps to make changes in the workplace to enhance the employee's capacity to do the job. Changes may involve re-design of job duties, working time arrangements and work organisation in consultation with other workers in the area.

C.10 Trial period

C.10.1 In order for an adequate assessment of the employee's capacity to be made, an employer may employ a person under the provisions of this schedule for a trial period not exceeding 12 weeks, except that in some cases additional work adjustment time (not exceeding four weeks) may be needed.

C.10.2 During that trial period the assessment of capacity will be undertaken and the percentage of the relevant minimum wage for a continuing employment relationship will be determined.

[C.10.3 varied by [PR994501](#), [PR998748](#), [PR510670](#), [PR525068](#), [PR537893](#), [PR551831](#), [PR568050](#), [PR581528](#), [PR592689](#), [PR606630](#), [PR709080](#) ppc 01Jul19]

C.10.3 The minimum amount payable to the employee during the trial period must be no less than \$87 per week.

C.10.4 Work trials should include induction or training as appropriate to the job being trialled.

C.10.5 Where the employer and employee wish to establish a continuing employment relationship following the completion of the trial period, a further contract of employment will be entered into based on the outcome of assessment under clause C.5.

Schedule D—National Training Wage

[Varied by [PR991584](#), [PR994501](#), [PR997982](#), [PR509107](#), [PR522938](#), [PR536741](#), [PR545787](#), [PR551664](#), [PR566754](#), [PR579856](#); deleted by [PR593855](#) ppc 01Jul17]

Schedule E—Apprentices

[Varied by [PR991584](#), [PR544176](#), [PR545429](#), [PR559276](#)]

E.1 Apprentices

- E.1.1** An apprentice means any person employed and registered in the form prescribed by the relevant State Apprenticeship Authority.
- E.1.2** For the purposes of this award, an apprentice is an employee who is engaged under a Training Agreement registered by the relevant State or Territory Training or apprenticeship Authority, where the qualification outcome specified in the Training agreement is a relevant qualification from a Training Package endorsed by the National Training Framework Committee.
- E.1.3** An apprentice will also include an employee who is engaged under a Training Agreement or Contract of Training for an apprenticeship declared or recognised by the relevant State or Territory Training or Apprenticeship Authority.
- E.1.4** Subject to appropriate State legislation, an employer must not employ an unapprenticed junior in a trade provided for in this award.
- E.1.5** In order to undertake trade training in accordance with E.1 a person must be a party to a contract of apprenticeship training or training agreement in accordance with the requirements of the relevant Apprenticeship authority or State legislation. The employer must provide access to training consistent with the contract or training agreement without loss of pay.

[E.1.6 substituted by [PR559276](#) ppc 01Jan15]

- E.1.6** An apprentice who attends a Registered Training Organisation (RTO) must be reimbursed by their employer for all training fees and the costs of all prescribed textbooks (excluding those textbooks which are available in the employer's technical library) paid by the apprentice in respect of any course prescribed, at the end of each term, unless there is unsatisfactory progress. An employer may meet its obligation by paying any fees and/or cost of textbooks directly to the RTO.
- E.1.7** The probationary period of an apprentice must be as set out in the training agreement or contract of apprenticeship consistent with the requirements of the Apprenticeship Authority or State legislation but must not exceed three months.
- E.1.8** An apprentice who is under 21 years of age on completion of their apprenticeship and who is employed in the occupation to which they were apprenticed will be paid not less than the adult rate prescribed for that classification.
- E.1.9** Except as provided in this schedule or where otherwise stated all conditions of employment specified in this award will apply to apprentices.
- E.1.10** No apprentice under the age of 18 years will be required to work overtime unless they request to work overtime. An apprentice must not work or be required to work

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overtime at times which would prevent their attendance at technical school as required by this award or by State legislation.

- E.1.11** No apprentice under the age of 18 years will be employed on any shift other than day shift. An apprentice over the age of 18 years, by mutual agreement may be required to work on an afternoon shift provided such shiftwork does not prevent their attendance at technical school as required by this award or by State legislation.
- E.1.12** An apprentice must not work under any system of payment by results.
- E.1.13** An employer must allow an apprentice to take time off during working hours to attend available classes. In order to be entitled to the time off the apprentice must produce a card showing the employee's attendance at school for the period.
- E.1.14** The provisions of this schedule will be read in conjunction with any state legislation or regulation relating to apprentices.
- E.1.15** Provisions of any State legislation or regulation relating to the attendance of apprentices at technical school during ordinary working hours or to disciplinary powers of Apprenticeship Authorities over apprentices and employers are deemed not to be inconsistent with this award.

[E.1.16 substituted by [PR559276](#) ppc 01Jan15]

- E.1.16** Apprentices are entitled to the NES, as supplemented by this award, except with respect to redundancy pay.
- E.1.17** The ordinary hours of work of apprentices must not exceed those of the tradespersons employed under this award.
- E.1.18** The number of apprentices that may be employed by an employer at any time in the said trade or trades must not exceed the proportion of one apprentice for each individual tradesperson employed by the employer in such trade.

[E.1.19 inserted by [PR559276](#) ppc 01Jan15]

- E.1.19** Where an apprentice is required to attend block release training for training identified in or associated with their training contract, and such training requires an overnight stay, the employer must pay for the excess reasonable travel costs incurred by the apprentice in the course of travelling to and from such training. Provided that this clause will not apply where the apprentice could attend an alternative Registered Training Organisation (RTO) and the use of the more distant RTO is not agreed between the employer and the apprentice.

[E.1.20 inserted by [PR559276](#) ppc 01Jan15]

- E.1.20** For the purposes of clause E.1.19, excess reasonable travel costs include the total costs of reasonable transportation (including transportation of tools where required), accommodation costs incurred while travelling (where necessary) and reasonable expenses incurred while travelling, including meals, which exceed those incurred in travelling to and from work. For the purposes of this subclause, excess travel costs do not include payment for travelling time or expenses incurred while not travelling to and from block release training.

[E.1.21 inserted by [PR559276](#) ppc 01Jan15]

E.1.21 The amount payable by an employer under clause E.1.19 may be reduced by an amount the apprentice is eligible to receive for travel costs to attend block release training under a Government apprentice assistance scheme. This will only apply if an apprentice has either received such assistance or their employer has advised them in writing of the availability of such assistance.

[E.1.22 inserted by [PR559276](#) ppc 01Jan15]

E.1.22 Time spent by an apprentice in attending any training and/or assessment specified in, or associated with, the training contract is to be regarded as time worked for the employer for the purposes of calculating the apprentice's wages and determining the apprentice's employment conditions. This subclause operates subject to the provisions of clause E.2—School-based Apprentices of Schedule E.

E.2 School-based Apprentices

E.2.1 A school-based apprentice is a person who is undertaking an apprenticeship in accordance with this schedule while also undertaking a course of secondary education.

E.2.2 A school-based apprenticeship may be undertaken in the trades covered by this award under a training agreement or contract of training for an apprentice declared or recognised by the relevant State or Territory authority.

E.2.3 The relevant minimum wages for full-time junior and adult apprentices provided for in this award, calculated hourly, will apply to school-based apprentices for total hours worked including time deemed to be spent in off-the-job training.

E.2.4 For the purposes of clause E.2.3, where an apprentice is a full-time school student, the time spent in off-the-job training for which the apprentice must be paid is 25% of the actual hours worked each week on-the-job. The wages paid for training time may be averaged over the semester or year.

E.2.5 A school-based apprentice must be allowed, over the duration of the apprenticeship, the same amount of time to attend off-the-job training as an equivalent full-time apprentice.

E.2.6 For the purposes of this schedule, off-the-job training is structured training delivered by a Registered Training Organisation separate from normal work duties or general supervised practice undertaken on the job.

E.2.7 The duration of the apprenticeship must be as specified in the training agreement or contract for each apprentice but must not exceed six years.

[E.2.8 substituted by [PR544176](#) ppc 01Jan14; corrected by [PR545429](#) ppc 01Jan14]

E.2.8 School-based apprentices progress through the relevant wage scale at the rate of 12 months progression for each two years of employment as an apprentice or at the rate of competency-based progression if provided for in this award.

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[E.2.9 substituted by [PR544176](#) ppc 01Jan14; corrected by [PR545429](#) ppc 01Jan14]

E.2.9 The apprentice wage scales are based on a standard full-time apprenticeship of four years (unless the apprenticeship is of three years duration) or stages of competency based progression (if provided for in this award). The rate of progression reflects the average rate of skill acquisition expected from the typical combination of work and training for a school-based apprentice undertaking the applicable apprenticeship.

[E.2.10 substituted by [PR544176](#) ppc 01Jan14; corrected by [PR545429](#) ppc 01Jan14]

E.2.10 If an apprentice converts from school-based to full-time, the successful completion of competencies (if provided for in this award) and all time spent as a full-time apprentice will count for the purposes of progression through the relevant wage scale in addition to the progression achieved as a school-based apprentice.

E.2.11 School-based apprentices are entitled pro rata to all of the other conditions in this award.

[Sched F deleted by [PR994501](#)]

Schedule F—Part-day Public Holidays

[New Sched F inserted by [PR532630](#) ppc 23Nov12; renamed and varied by [PR544519](#) ppc 21Nov13; renamed and varied by [PR557581](#), [PR573679](#), [PR580863](#), [PR598110](#), [PR701683](#) ppc 21Nov18; varied by [PR712204](#), [PR715120](#)]

This schedule operates where this award otherwise contains provisions dealing with public holidays that supplement the NES.

[F.1 varied by [PR715120](#) ppc 18Nov19]

F.1 Where a part-day public holiday is declared or prescribed between 6.00 pm and midnight, or 7.00 pm and midnight on Christmas Eve (24 December in each year) or New Year's Eve (31 December in each year) the following will apply on Christmas Eve and New Year's Eve and will override any provision in this award relating to public holidays to the extent of the inconsistency:

- (a) All employees will have the right to refuse to work on the part-day public holiday if the request to work is not reasonable or the refusal is reasonable as provided for in the NES.

[F.1(b) varied by [PR715120](#) ppc 18Nov19]

- (b) Where a part-time or full-time employee is usually rostered to work ordinary hours on the declared or prescribed part-day public holiday but as a result of exercising their right under the NES does not work, they will be paid their ordinary rate of pay for such hours not worked.

[F.1(c) substituted by [PR715120](#) ppc 18Nov19]

- (c) Where a part-time or full-time employee is usually rostered to work ordinary hours on the declared or prescribed part-day public holiday but as a result of being on annual leave does not work, they will be taken not to be on annual leave during the hours of the declared or prescribed part-day public holiday that they would have usually been rostered to work and will be paid their ordinary rate of pay for such hours.

[F.1(d) varied by [PR715120](#) ppc 18Nov19]

- (d) Where a part-time or full-time employee is usually rostered to work ordinary hours on the declared or prescribed part-day public holiday, but as a result of having a rostered day off (RDO) provided under this award, does not work, the employee will be taken to be on a public holiday for such hours and paid their ordinary rate of pay for those hours.

[F.1(e) varied by [PR715120](#) ppc 18Nov19]

- (e) Excluding annualised salaried employees to whom clause F.1(f) applies, where an employee works any hours on the declared or prescribed part-day public holiday they will be entitled to the appropriate public holiday penalty rate (if any) in this award for those hours worked.

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[F.1(f) varied by [PR715120](#) ppc 18Nov19]

- (f) Where an employee is paid an annualised salary under the provisions of this award and is entitled under this award to time off in lieu or additional annual leave for work on a public holiday, they will be entitled to time off in lieu or pro-rata annual leave equivalent to the time worked on the declared or prescribed part-day public holiday.

[F.1(g) varied by [PR715120](#) ppc 18Nov19]

- (g) An employee not rostered to work on the declared or prescribed part-day public holiday, other than an employee who has exercised their right in accordance with clause F.1(a), will not be entitled to another day off, another day's pay or another day of annual leave as a result of the part-day public holiday.

[F.2 inserted by [PR712204](#) ppc 04Oct19]

- F.2** An employer and employee may agree to substitute another part-day for a part-day that would otherwise be a part-day public holiday under the NES.

This schedule is not intended to detract from or supplement the NES.

Schedule G—Agreement to Take Annual Leave in Advance

[Sched G inserted by [PR582995](#) ppc 29Jul16]

Link to PDF copy of [Agreement to Take Annual Leave in Advance](#).

Name of employee: _____

Name of employer: _____

The employer and employee agree that the employee will take a period of paid annual leave before the employee has accrued an entitlement to the leave:

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

The leave in advance will commence on: ____/____/20____

Signature of employee: _____

Date signed: ____/____/20____

Name of employer representative: _____

Signature of employer representative: _____

Date signed: ____/____/20____

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

I agree that:

if, on termination of the employee's employment, the employee has not accrued an entitlement to all of a period of paid annual leave already taken under this agreement, then the employer may deduct from any money due to the employee on termination an amount equal to the amount that was paid to the employee in respect of any part of the period of annual leave taken in advance to which an entitlement has not been accrued.

Name of parent/guardian: _____

Signature of parent/guardian: _____

Date signed: ____/____/20____

Schedule H—Agreement to Cash Out Annual Leave

[Sched H inserted by [PR582995](#) ppc 29Jul16]

Link to PDF copy of [Agreement to Cash Out Annual Leave](#).

Name of employee: _____

Name of employer: _____

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

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

The payment to be made to the employee for the leave is: \$_____ subject to deduction of income tax/after deduction of income tax (strike out where not applicable)

The payment will be made to the employee on: ____/____/20____

Signature of employee: _____

Date signed: ____/____/20____

Name of employer representative: _____

Signature of employer representative: _____

Date signed: ____/____/20____

Include if the employee is under 18 years of age:

Name of parent/guardian: _____

Signature of parent/guardian: _____

Date signed: ____/____/20____

Schedule I—Agreement for Time Off Instead Of Payment for Overtime

[Sched I inserted by [PR584095](#) ppc 22Aug16]

Link to PDF copy of [Agreement for Time Off Instead of Payment for Overtime](#).

Name of employee: _____

Name of employer: _____

The employer and employee agree that the employee may take time off instead of being paid for the following amount of overtime that has been worked by the employee:

Date and time overtime started: ___/___/20___ ___ am/pm

Date and time overtime ended: ___/___/20___ ___ am/pm

Amount of overtime worked: _____ hours and _____ minutes

The employer and employee further agree that, if requested by the employee at any time, the employer must pay the employee for overtime covered by this agreement but not taken as time off. Payment must be made at the overtime rate applying to the overtime when worked and must be made in the next pay period following the request.

Signature of employee: _____

Date signed: ___/___/20___

Name of employer representative: _____

Signature of employer representative: _____

Date signed: ___/___/20___

Schedule J

[Schedule J inserted by [PR718559](#) ppc 24Apr20]

J.1 Preamble

The purpose of Schedule J is to assist employers and employees in managing and lessening the effect of the Covid-19 pandemic. It is intended to facilitate keeping employees in work in circumstances where the employer has experienced a significant reduction in income and/or a significant diminution in operation.

J.2 Schedule J operates from 24 April 2020 until 1 August 2020. The period of operation can be extended on application.

J.3 During the operation of Schedule J, the following provisions apply:

J.3.1 Direction to reduce hours

- (a) An employer may issue a notice of intention in writing to direct a full-time or part-time employee to reduce their ordinary hours by up to 25% of their ordinary hours. Subject to the terms of this clause, the direction will come into effect 5 days after the notice of intention was issued and will remain in force for a period of no more than 12 weeks.
- (b) Immediately after issuing a notice of intention to direct under clause J.3.1(a) an employer must:
 - (i) discuss the reason behind the direction with the employee or their representative
 - (ii) notify the Independent Education Union of its intention to implement the change(s) in ordinary working hours
- (c) Where an employer complies with clause J.3.1(b) and the discussions result in a different reduction than that contained in the notice of intention, the employer does not need to provide the 5 day notice period again.
- (d) Upon the expiration of a direction made under clause J.3.1(a), an employer can issue a further notice of intention to direct if the circumstances in clause J.1 necessitate.
- (e) An employee given a direction under clause J.3.1(a) will continue to accrue annual leave and personal/carer's leave, and any other applicable accruals under this Award, based on each full-time or part-time employee's ordinary hours of work prior to the reduction in hours occurring as a result of a direction given in accordance with clause J.3.1(a).
- (f) If an employee given a direction under clause J.3.1(a) takes a period of paid annual leave or personal/carer's leave, the payment for that leave will be based on the full-time or part-time employee's ordinary hours of work prior to the reduction in hours as a result of a direction given in accordance with clause J.3.1(a).

- (g) Where an employee typically receives payment during periods of leave without pay in non-term time pursuant to an arrangement under clause 11—Leave without pay during non-term weeks, the employee will be paid during non-term time at the reduced rate of pay. However, in accordance with clause J.3.1(f) above, this does not apply to a period of annual leave taken during non-term weeks in the relevant year. Upon the conclusion of the direction all such employees will receive payment for subsequent non-term periods at the annualised rate of pay applicable prior to the commencement of the direction.
- (h) Consistent with the temporary basis of this schedule a full-time employee directed to work part-time retains their substantive full-time position.
- (i) Any direction provided pursuant to this clause will not enliven clause 13—Redundancy for any employee. In the event that the employer seeks to affect a larger reduction or to declare the role redundant, an employer will need to comply with clause 8—Consultation about major workplace change and clause 13—Redundancy. Any redundancy payment will be made at the employee’s substantive fraction prior to the issuing of the direction.
- (j) Notwithstanding any other provision in this award an employee whose employment is subject to a 25% reduction consistent with this clause cannot have their ordinary hours of work further reduced.

J.3.2 Operational flexibility

- (a) As directed by their employer, where necessary an employee will perform any duties that are within their skill and competency regardless of their classification under clause 14 and Schedule B—Classifications, provided that the duties are safe, and that the employee is licensed and qualified to perform them.
- (b) An employer must not reduce an employee’s pay if the employee is directed to perform duties in accordance with clause.
- (c) Where employees are directed by their employer to perform duties at a higher level than their substantive classification, the higher level classification rates of pay will apply.

J.3.3 Dispute resolution

Any dispute regarding the operation of this Schedule may be referred to the Fair Work Commission in accordance with clause 9—Dispute resolution.

Schedule X—Additional Measures During the COVID-19 Pandemic

[Sched X inserted by [PR718141](#) ppc 08Apr20]

X.1 Subject to clauses X.2.1(d) and X.2.2(c), Schedule X operates from 8 April 2020 until 30 June 2020. The period of operation can be extended on application.

X.2 During the operation of Schedule X, the following provisions apply:

X.2.1 Unpaid pandemic leave

- (a) Subject to clauses X.2.1(b), (c) and (d), any employee is entitled to take up to 2 weeks' unpaid leave if the employee is required by government or medical authorities or on the advice of a medical practitioner to self-isolate and is consequently prevented from working, or is otherwise prevented from working by measures taken by government or medical authorities in response to the COVID-19 pandemic.
- (b) The employee must give their employer notice of the taking of leave under clause X.2.1(a) and of the reason the employee requires the leave, as soon as practicable (which may be a time after the leave has started).
- (c) An employee who has given their employer notice of taking leave under clause X.2.1(a) must, if required by the employer, give the employer evidence that would satisfy a reasonable person that the leave is taken for a reason given in clause X.2.1(a).
- (d) A period of leave under clause X.2.1(a) must start before 30 June 2020, but may end after that date.
- (e) Leave taken under clause X.2.1(a) does not affect any other paid or unpaid leave entitlement of the employee and counts as service for the purposes of entitlements under this award and the [NES](#).

NOTE: The employer and employee may agree that the employee may take more than 2 weeks' unpaid pandemic leave.

X.2.2 Annual leave at half pay

- (a) Instead of an employee taking paid annual leave on full pay, the employee and their employer may agree to the employee taking twice as much leave on half pay.
- (b) Any agreement to take twice as much annual leave at half pay must be recorded in writing and retained as an employee record.
- (c) A period of leave under clause X.2.2(a) must start before 30 June 2020, but may end after that date.

EXAMPLE: Instead of an employee taking one week's annual leave on full pay, the employee and their employer may agree to the employee taking 2 weeks' annual leave on half pay. In this example:

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- the employee's pay for the 2 weeks' leave is the same as the pay the employee would have been entitled to for one week's leave on full pay (where one week's full pay includes leave loading under the Annual Leave clause of this award); and
- one week of leave is deducted from the employee's annual leave accrual.

NOTE 1: A employee covered by this award who is entitled to the benefit of clause X.2.1 or X.2.2 has a workplace right under section 341(1)(a) of the [Act](#).

NOTE 2: Under section 340(1) of the [Act](#), an employer must not take adverse action against an employee because the employee has a workplace right, has or has not exercised a workplace right, or proposes or does not propose to exercise a workplace right, or to prevent the employee exercising a workplace right. Under section 342(1) of the [Act](#), an employer takes adverse action against an employee if the employer dismisses the employee, injures the employee in his or her employment, alters the position of the employee to the employee's prejudice, or discriminates between the employee and other employees of the employer.

NOTE 3: Under section 343(1) of the [Act](#), a person must not organise or take, or threaten to organise or take, action against another person with intent to coerce the person to exercise or not exercise, or propose to exercise or not exercise, a workplace right, or to exercise or propose to exercise a workplace right in a particular way.