

Educational Services (Post-Secondary Education) Award 2010

This Fair Work Commission consolidated modern award incorporates all amendments up to and including 8 April 2020 ([PR718141](#)).

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

Schedule X—Additional Measures During the COVID-19 Pandemic

Current review matter(s): [AM2014/47](#); [AM2014/190](#); [AM2014/196](#); [AM2014/197](#); [AM2014/224](#); [AM2014/300](#); [AM2014/301](#); [AM2015/1](#); [AM2015/2](#); [AM2015/6](#); [AM2016/8](#); [AM2016/15](#); [AM2016/17](#)

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Part 1—Application and Operation

1. Title

This award is the *Educational Services (Post-Secondary Education) Award 2010*.

2. Commencement and transitional

[Varied by [PR991583](#), [PR542195](#)]

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 [PR542195](#) 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 [PR542195](#) 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 [PR542195](#) 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

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- (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 [PR994542](#), [PR997772](#), [PR503719](#), [PR546055](#)]

3.1 In this award, unless the contrary intention appears:

academic teacher means an employee engaged to teach students, where a majority of the employee's teaching work is in the delivery of units or programs which are at bachelor's degree level or higher academic level, including the delivery of units which are intended subsequently to be accepted without discount as credit towards a degree

accredited means accredited by an authority exercising statutory powers of accreditation, not being an educational institution

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

[Definition of **agreement-based transitional instrument** inserted by [PR994542](#) 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)

AQF means the Australian Qualifications Framework

[Definition of **default fund employee** inserted by [PR546055](#) 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 [PR546055](#) 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 [PR503719](#) 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 [PR503719](#) 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)

ELICOS means English Language Intensive Courses for Overseas Students

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

employee means national system employee within the meaning of the Act

[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 [PR546055](#) ppc 01Jan14]

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

general staff member means an employee employed in a capacity other than as an academic teacher, a teacher or tutor/instructor and includes employees engaged in clerical, administrative, professional and technical work

LOTE means Languages Other Than English

[Definition of **MySuper product** inserted by [PR546055](#) 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)

[Definition of **on-hire** inserted by [PR994542](#) 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

post-secondary educational services industry means the provision of education and training to persons over the age of 16 years who have exited the school education system

public holiday means a day identified as a public holiday in the NES

standard rate means the minimum weekly rate for Level 2.1 in clause 14.4

teacher means an employee engaged to teach students where a teaching qualification is mandatory or required by the employer, and where the work required involves teaching a course of study or units of work recognised within or pursuant to the Australian Qualifications Framework or accredited by a relevant state or territory authority and which is neither the work of an academic teacher nor a tutor/instructor

teaching staff member means an academic teacher, a teacher or a tutor/instructor

TESOL means Teaching English to Speakers of Other Languages

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[Definition of **transitional minimum wage instrument** inserted by [PR994542](#) from 01Jan10]

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

tutor/instructor means an employee engaged in providing tutoring/instruction to students where the course is not accredited and where the employer may not require a teaching qualification and which is neither the work of an academic teacher nor a teacher

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

4. Coverage

[Varied by [PR991583](#), [PR994542](#)]

4.1 This industry award covers employers throughout Australia in the post-secondary educational services industry and their employees (other than trades, cleaning or maintenance staff) employed in the classifications listed in Schedule B—Classifications—Academic Teachers, Schedule C—Classifications—Teachers and Tutor/instructors and Schedule D—General staff, to the exclusion of any other modern award.

4.2 To avoid doubt this award does not apply to:

- (a) any secondary school;
- (b) any employer in respect of an employee to whom the *Higher Education Industry—Academic Staff—Award 2010* or the *Higher Education Industry—General Staff—Award 2010* applies; or
- (c) any employer whose principal function is the provision of labour market assistance programs.

4.3 To avoid doubt, the post-secondary educational services industry includes:

- (a) vocational education and training (VET) teaching leading to qualifications recognised within the AQF;
- (b) ELICOS and TESOL teaching;
- (c) LOTE teaching;
- (d) English language, literacy and numeracy teaching;
- (e) English language teaching in migrant education programmes;
- (f) community and adult education teaching not leading to qualifications recognised by the AQF;
- (g) undergraduate and postgraduate teaching leading to the conferring of accredited degrees or other higher education qualifications recognised within the AQF, except teaching in a university approved to operate in Australia;

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- (h) foundation studies programmes or bridging course teaching where the programme or course is preparatory to or articulates with programmes of teaching leading to higher education qualifications recognised within the AQF; and
- (i) the employees of any student unions established for students in institutions providing post-secondary educational services.

4.4 The award does not cover an employee excluded from award coverage by the Act.

4.5 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 4.6, 4.7 and 4.8 inserted by [PR994542](#) from 01Jan10]

4.6 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.

4.7 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.

4.8 This award covers employers which provide group training services for trainees engaged in the industry and/or parts of industry set out at clause 4.1 and those 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.

[4.6 renumbered as 4.9 by [PR994542](#) from 01Jan10]

4.9 Where an employer is covered by more than one award, an employee of that employer is covered by the 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 [PR542195](#); 7—Award flexibility renamed and substituted by [PR610239](#) 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.

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 [PR610239](#) 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):

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- (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 [PR610239](#) 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 [PR542195](#); substituted by [PR610239](#) 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 [PR708135](#)]

10.1 Employees under this award will be employed in one of the following categories:

- (a) full-time employment;
- (b) part-time employment;
- (c) casual employment; or
- (d) sessional employment.

10.2 Full-time employment

A full-time employee is an employee who is engaged to work the ordinary hours of work set out in clause 21—Ordinary hours of work.

10.3 Part-time employment

- (a) A part-time employee is an employee employed for less than the normal ordinary hours specified for a full-time employee, or in the case of a teaching staff member for less than the face-to-face teaching load of a full-time teaching staff member at that workplace, for which all award entitlements are paid or calculated on a pro rata basis by reference to the time worked.
- (b) Before engagement the employer and the part-time employee will agree in writing on a regular pattern of work, including the number of hours to be worked each week, the days of the week the employee will work, the starting and finishing times each day where hours are not averaged and any periods during a year when work by the employee will not be required.
- (c) Changes in hours may only be made by agreement in writing between the employer and the employee.
- (d) An employer is required to roster a part-time employee for a minimum of two consecutive hours on any day.

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- (e) A part-time employee employed under the provisions of this clause must be paid for ordinary hours worked at the rate of 1/38th of the weekly rate prescribed for the class of work performed.
- (f) Except where hours are averaged, all time worked in excess of the hours mutually arranged will be overtime and paid for at the appropriate overtime rate.

10.4 Casual employment

- (a) A casual employee is engaged and paid by the hour.
- (b) A casual employee will be paid in accordance with the provisions of clause 14.5.
- (c) A casual employee must be paid at the termination of each engagement, or in accordance with the usual payment methods for full-time employees.
- (d) For teachers and tutor/instructors, the minimum payment for each engagement will be for two hours' work calculated in accordance with clause 14.5(b). For general staff the minimum payment will be for three hours' work at the appropriate rate.

10.5 Sessional employment

This clause applies only to teaching staff members.

- (a) A sessional employee is an employee engaged to work on a full-time or part-time basis for a specified period or periods of not less than four weeks or more than forty weeks in any calendar year.
- (b) A sessional employee will be paid at the same rate and be entitled to the same conditions as those prescribed for a full-time or part-time teacher with the same qualifications, experience and teaching load.
- (c) On termination of a sessional engagement, an employee may elect to be paid out accrued annual leave entitlements or have the employer preserve them for use during a subsequent sessional engagement; provided that where the leave is not taken within 12 months of it accruing, or the employee is not re-engaged within eight weeks, the accrued entitlement will be paid out. See also clause 25—Annual leave.
- (d) Subject to the employee's satisfactory conduct and performance, where an equivalent position will exist at the expiry of the employee's period of engagement, the employer will offer a further engagement to the employee.
- (e) Where practicable, notice of re-engagement will be given at least two weeks prior to the expiry of the current engagement and the employee will give one week's notice of acceptance to the employer.

10.6 Continuous service

This clause applies only to teaching staff members.

For the purposes of the NES:

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- (a) One or more engagements of a casual or sessional employee with an employer will be deemed to be continuous unless more than eight weeks have elapsed between those engagements. The period between engagements will not count as service.
- (b) Service will be deemed to be continuous notwithstanding that it has been broken if the interruption was caused by the employer with the intention of avoiding an obligation under this award, another industrial instrument or relevant legislation.

10.7 Letter of appointment

On appointment an employer will provide an employee (other than a casual employee) with a letter of appointment stating their classification, rate of pay and mode of appointment. In the case of a sessional teacher this will also state the cessation date of the employment.

10.8 Right to request casual conversion (non-teaching staff members)

[10.8 inserted by [PR708135](#) ppc 9May19]

This clause applies to employees other than teaching staff members.

- (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

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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.
 - (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 9. 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 fulltime 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 10.3(b).
 - (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 reengage), 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.

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- (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 9 May 2019, an employer must provide such employees with a copy of the provisions of this subclause by 9 August 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).

10.9 Right to request casual conversion (teaching staff members)

[10.9 inserted by [PR708135](#) ppc 9May19]

This clause applies only to teaching staff members.

- (a) A person engaged by a particular employer as a regular casual employee may request that their employment be converted to full-time employment, part-time employment or sessional 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, part-time employee or sessional 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 or sessional employment on a full time basis.
- (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 or sessional employment on a part time basis 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, part-time or sessional 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:
 - (i) that 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, part-time or sessional 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);

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- (ii) (except in the case of a request to convert to sessional employment) that it is known or reasonably foreseeable that the regular casual employee's position will cease to exist within the next 12 months;
- (iii) (except in the case of a request to convert to sessional employment) that 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.
- (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 9. 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 fulltime, part-time or sessional 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 or sessional employment on a full time or part-time basis; and
 - (ii) if it is agreed that the employee will become a part-time employee, the matters referred to in clause 10.3(b).
- (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 reengage), 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 9 May 2019, an employer must provide such employees with a copy of the provisions of this subclause by 9 August 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. Termination of employment

[Varied by [PR568684](#), [PR610239](#)]

[Note 1 and Note 2 inserted by [PR610239](#) ppc 01Nov18]

Note 1: The [NES](#) sets out requirements for notice of termination by an employer. See ss.117 and 123 of the [Act](#).

Note 2: This clause of the award provides industry specific detail and supplements the [NES](#) that deals with termination of employment.

11.1 Notice of termination by an employee

[11.1 substituted by [PR610239](#) ppc 01Nov18]

- (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

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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.

11.2 Notice of termination—teaching staff member

- (a) The employment of a teaching staff member (other than a casual employee) will not be terminated without at least four weeks' notice (inclusive of the notice required under the NES) or the payment of four weeks' salary instead of notice.

[11.2(b) substituted by [PR568684](#) ppc 16Oct15]

- (b) Where a course, previously scheduled, is cancelled because of the failure of students to attend, or to notify the employer that they would not be attending, or because the employer is otherwise made aware that the course will be undersubscribed and therefore have to be cancelled, and the employer cannot give four weeks' notice of termination of a teaching staff member, notice of at least two weeks will be given provided that the minimum notice period required by the NES must be given.

11.3 Job search entitlement

[11.3 renamed and substituted by [PR610239](#) ppc 01Nov18]

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.

[11.4 substituted by [PR610239](#) ppc 01Nov18]

- 11.4 The time off under clause 11.3 is to be taken at times that are convenient to the employee after consultation with the employer.

12. Redundancy

[Varied by [PR994542](#), [PR503719](#), [PR561478](#); substituted by [PR706944](#) ppc 03May19]

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

12.1 Transfer to lower paid duties on redundancy

- (a) Clause 12.1 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.

12.2 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 12 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.

12.3 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 11.3 and 11.4.

12.5 Transitional provisions – NAPSA employees

[12.5 varied by [PR994542](#); renamed by [PR503719](#); deleted by [PR561478](#) ppc 05Mar15]

12.6 Transitional provisions – Division 2B State employees

[12.6 inserted by [PR503719](#); deleted by [PR561478](#) ppc 05Mar15]

Part 4—Minimum Wages and Related Matters

13. Classifications

[Varied by [PR991583](#)]

13.1 All employees covered by this award must be classified according to the classification descriptors set out in Schedule B—Classifications—Academic Teachers, Schedule C—Classifications—Teachers and Tutor/instructors or Schedule D—General Staff, and paid the minimum weekly rate or the minimum annual salary for the classification level in clause 14—Minimum wages. Employers must advise their employees in writing of their classification level and of any changes to their classification level.

13.2 The classification by the employer must be according to the principal functions and skill requirements of the employment as determined by the employer.

14. Minimum wages

[Varied by [PR997981](#), [PR509106](#), [PR522937](#), [PR536740](#), [PR538585](#), [PR544972](#), [PR551663](#), [PR566753](#), [PR579855](#), [PR592175](#), [PR606400](#), [PR707488](#)]

14.1 Academic teachers

[14.1 varied by [PR997981](#), [PR509106](#), [PR522937](#), [PR536740](#), [PR538585](#) ppc 22Jul13; corrected by [PR544972](#) ppc 22Jul13; varied by [PR551663](#), [PR566753](#), [PR579855](#), [PR592175](#), [PR606400](#), [PR707488](#) ppc 01Jul19]

Classification level	Annual salary
	\$
Level A	
A.1	53,168
A.2	55,297
A.3	57,427
A.4	59,425
A.5	61,022
A.6	62,754
A.7	64,485
A.8	66,216
Level B	
B.1	68,880
B.2	70,879
B.3	72,877

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Classification level	Annual salary
	\$
B.4	74,878
B.5	76,874
B.6	78,874
Level C	
C.1	80,869
C.2	82,869
C.3	84,866
C.4	86,865
C.5	88,862
C.6	90,861

NOTE: The weekly rate of pay for an employee will be determined by dividing the annual salary by 313, multiplying that amount by 6, and rounding to the nearest \$0.10.

14.2 Casual rates—academic teachers

[14.2 varied by [PR997981](#), [PR509106](#), [PR522937](#), [PR536740](#), [PR538585](#) ppc 22Jul13, [PR551663](#), [PR566753](#), [PR579855](#), [PR592175](#), [PR606400](#), [PR707488](#) ppc 01Jul19]

The following will apply to casual academic teachers:

	Per hour (including the casual loading)
	\$
Lecturing	
Lecture (one hour of delivery and two hours of associated working time)	134.08
Repeat lecture (one hour of delivery and one hour associated working time)	89.37
Tutoring	
Tutorial (one hour of delivery and two hours associated working time)	104.62
Repeat tutorial (one hour of delivery and one hour associated working time)	69.74
Tutorial (one hour of delivery and two hours associated working time) (where academic holds a Doctorate)	118.74
Repeat tutorial (one hour of delivery and one hour associated working time) (where academic holds a Doctorate)	79.13

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	Per hour (including the casual loading) \$
Marking	
Standard marking	34.84
Marking as a supervising examiner, or marking requiring a significant exercise of judgment	44.70
Standard marking (where staff holds a Doctorate)	39.58
Marking as a supervising examiner, or marking requiring a significant exercise of judgment (where staff holds a Doctorate)	44.70
Technical demonstration	
Technical demonstration (one hour of delivery and one hour of associated working time)	69.74
Other required staff activity	
Where staff does not hold doctorate qualifications or perform full subject co-ordination duties	34.84
Where staff hold doctorate qualifications or perform full subject co-ordination duties	39.58

NOTE: The casual rates in this table will be adjusted by the same percentage increase applied to the weekly rates contained in clause 14.1.

14.3 Teachers and tutor/instructors

[14.3 varied by [PR997981](#), [PR509106](#), [PR522937](#), [PR536740](#), [PR538585](#) ppc 22Jul13; corrected by [PR544972](#) ppc 22Jul13; varied by [PR551663](#), [PR566753](#), [PR579855](#), [PR592175](#), [PR606400](#), [PR707488](#) ppc 01Jul19]

Classification level	Annual salary \$
Level 1	50,590.71
Level 2	51,265.28
Level 3	52,278.84
Level 4	53,302.59
Level 5	55,458.57
Level 6	56,895.80
Level 7	58,204.38
Level 8	59,641.72
Level 9	61,085.80
Level 10	62,950.20
Level 11	64,685.86
Level 12	66,218.05

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NOTE: The weekly rate of pay for an employee will be determined by dividing the annual salary by 313 and multiplying that amount by 6.

14.4 General staff

[14.4 varied by [PR997981](#), [PR509106](#), [PR522937](#), [PR536740](#), [PR538585](#) ppc 22Jul13, [PR551663](#), [PR566753](#), [PR579855](#), [PR592175](#), [PR606400](#), [PR707488](#) ppc 01Jul19]

Classification	Minimum weekly rate \$	Annual salary \$
Level 1		
1.1	787.60	41,086.47
1.2	826.60	43,120.97
1.3	852.40	44,466.87
Level 2		
2.1	863.00	45,019.83
2.2	878.50	45,828.42
Level 3		
3.1	911.00	47,523.83
3.2	956.70	49,907.85
Level 4		
4.1	982.60	51,258.97
4.2	1021.30	53,277.82
Level 5		
5.1	1090.50	56,887.75
5.2	1142.40	59,595.20
Level 6		
6.1	1170.80	61,076.73
6.2	1239.80	64,676.23
Level 7		
7.1	1268.40	66,168.20
7.2	1343.90	70,106.78
Level 8		
	1428.40	74,514.87
Level 9		
	1510.20	78,782.10

NOTE: The annual rates in this table are determined by multiplying the weekly rate by 313 and dividing that amount by 6.

14.5 Casual rates—teachers, tutor/instructors and general staff

- (a) A teacher and a tutor/instructor will be paid a daily rate except where the engagement is for less than five hours when payment will be at the hourly rate. Where an hourly rate is paid, it will be payable for each hour of attendance other than for timetabled tea breaks (in respect of which no more than 15 minutes will be deducted) and timetabled lunch breaks.
- (b) Other than as specified above, casual rates for staff will be calculated as follows:

Category	Calculation
General staff	Weekly applicable rate for full-time employees divided by 38 plus 25%
Teachers	Daily rate: annual salary divided by 261 plus 25% Hourly rate: daily casual rate divided by 5
Tutor/instructors	Daily rate: annual salary divided by 261 plus 25% Hourly rate: daily casual rate divided by 5

14.6 Juniors

Junior employees must be paid the following percentage of the appropriate wage or salary rate. This clause does not apply to employees who are required to hold a trade qualification.

Age	%
Under 16 years of age	45
16 years	50
17 years	60
18 years	70
19 years	80
20 years	90

15. Allowances

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

[Varied by [PR994542](#), [PR998085](#), [PR509228](#), [PR523058](#), [PR536861](#), [PR551784](#), [PR561478](#), [PR566885](#), [PR579580](#), [PR592333](#), [PR606555](#), [PR704137](#), [PR707715](#)]

An employer must pay to an employee such allowances as the employee is entitled to under this clause at the following rates. Expense related allowances are expressed as a monetary amount. All other allowances are expressed as a percentage of the [standard rate](#).

15.1 Clothing and footwear

- (a) The employer will reimburse an employee engaged in work which may be damaging to clothing (e.g. working in food preparation areas, laboratories, etc.) an amount equal to the cost of uniforms and/or protective clothing, except where such uniforms are otherwise provided by the employer.
- (b) The employer will reimburse an employee required to work in the normal course of their employment under conditions which are wet and damaging to footwear, an amount equal to the cost of protective footwear, except where such footwear is otherwise provided by the employer.
- (c) When an employee is required to wear and launder a uniform the employee will be paid a laundry allowance of \$3.55 per week.

15.2 District allowances

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

15.2 First aid allowance

[15.3 renumbered as 15.2 by [PR561478](#) ppc 05Mar15]

An employee who has been trained to render first aid and who is a current holder of appropriate first aid qualifications (such as a certificate from St John Ambulance or a similar body) will be paid an amount of 1.5% of the [standard rate](#) per week if they are appointed in writing by their employer to perform first aid duty.

15.3 Living away from home

[15.4 renumbered as 15.3 by [PR561478](#) ppc 05Mar15]

- (a) An employee, required to be temporarily away from their usual place of residence in the course of the employer's business, is entitled to the following:
 - (i) reimbursement of reasonable expenses, or the payment of an allowance to cover the cost of meals, accommodation and incidental expenditure;
 - (ii) reimbursement of the reasonable cost, or the payment of an allowance, to cover all fares associated with the travel; and
 - (iii) payment at ordinary rates of pay for all time spent in travelling between the employee's usual place of employment and the temporary location, such paid time not to exceed eight hours in 24 hours.
- (b) For the purposes of clause 15.3 the employer's business will include attending a course or conference on a residential living basis in respect of which the employer has agreed to meet the accommodation and living expenses.
- (c) The allowances referred to in clauses 15.3(a)(i) and (ii) are not payable where the fares, accommodation and living expenses are paid or provided directly by the employer.

15.4 Meal allowance

[15.5 varied by [PR998085](#), [PR509228](#), [PR523058](#), [PR536861](#), [PR551784](#); 15.5 renumbered as 15.4 by [PR561478](#) ppc 05Mar15; 15.4 varied by [PR566885](#), [PR579580](#), [PR592333](#), [PR606555](#), [PR704137](#), [PR707715](#) ppc 01Jul19]

Clause 15.4 applies only to general staff employed under this award. An employee required to work for more than one and a half hours of overtime, without being given 24 hours' notice, after the employee's ordinary time of ending work or who works approved overtime for more than five hours on a Saturday or Sunday, will be paid a meal allowance of \$15.94 or supplied with a meal instead. Where such overtime work exceeds four hours a further meal allowance of \$12.76 will be paid.

15.5 Travel time and fares

[15.6 renumbered as 15.5 by [PR561478](#) ppc 05Mar15]

If an employee is required by the employer to travel from one place of work to another, all time so occupied by the employee will be deemed to be working time and will be paid for at the ordinary time rate. All fares associated with such travel will be paid for by the employer.

15.6 Transport of employees—shiftworkers

[15.7 renumbered as 15.6 by [PR561478](#) ppc 05Mar15]

Where a shiftworker commences or finishes work at a time other than the employee's normal time of commencing or finishing and when reasonable means of transport are not available, the employer will reimburse the employee an amount equal to the cost of any transport which enables the employee to reach their home, unless the employer otherwise provides suitable transport.

15.7 Vehicle allowance

[15.8 renumbered as 15.7 by [PR561478](#) ppc 05Mar15]

(a) An employee who by agreement with the employer uses their own motor vehicle in the course of their work will be paid the following allowances:

(i) **Motor cars**

[15.8(a)(i) varied by [PR523058](#), [PR536861](#), [PR551784](#) ppc 01Jul14]

\$0.78 per kilometre travelled with a maximum payment up to 400 kilometres per week; and

(ii) **Motorcycles**

[15.8(a)(ii) varied by [PR551784](#) ppc 01Jul14]

\$0.26 per kilometre travelled with a maximum payment up to 400 kilometres per week.

(b) The employer must pay all expenses including, registration, running and maintenance where an employer provides a motor vehicle which is used by an employee in the performance of their duties.

15.8 Adjustment of expense related allowances

[15.9 renumbered as 15.8 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 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
Clothing and footwear	Clothing and footwear group
Vehicle allowance	Private motoring sub-group

16. Accident pay

[Varied by [PR994542](#), [PR503719](#)]; deleted by [PR561478](#) ppc 05Mar15]

17. Higher duties

An employee who is required to perform the duties of a position in a classification higher than their usual classification for, in the case of a general employee classified at Level 7 or below, more than two weeks or in the case of a general employee classified at Level 8 or 9 or a member of the teaching staff, more than four weeks will be paid for all time worked at the higher level rate.

18. Payment of wages

[Varied by [PR610105](#)]

18.1 Wages or salaries may be paid either:

- (a) weekly or fortnightly, according to the average number of ordinary hours worked each week or fortnight; or
- (b) by agreement between the employer and the majority of employees, monthly.

18.2 The employer may elect to pay wages by cash, cheque or by electronic funds transfer (EFT) into an account nominated by the employee with a bank or other financial institution.

18.3 Payment on termination of employment

[18.3 inserted by [PR610105](#) 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.

19. Supported wage and training wage

[Varied by [PR991583](#), [PR593854](#), [PR606400](#), [PR707488](#)]

19.1 Supported wage arrangements for employees with a disability are contained in Schedule E—Supported Wage System of this award.

19.2 National training wage

[19.2 substituted by [PR593854](#) ppc 01Jul17]

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

[19.2(b) varied by [PR606400](#), [PR707488](#) 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 (Post-Secondary Education) Award 2010* and not the *Miscellaneous Award 2010*.

20. Superannuation

[Varied by [PR994542](#), [PR546055](#)]

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 clause 20.3(a) and (b) no later than 28 days after the end of the month in which the deduction authorised under clause 20.3(a) or (b) was made.

20.4 Superannuation fund

[20.4 varied by [PR994542](#) 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 clause 20.3(a) and (b) to one of the following superannuation funds or its successor:

- (a) AustralianSuper;
- (b) Statewide Superannuation Trust;

- (c) Tasplan;
- (d) UniSuper Limited;
- (e) VicSuper;

[20.4(f) varied by [PR546055](#) ppc 01Jan14]

- (f) 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

[20.4(g) inserted by [PR546055](#) ppc 01Jan14]

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

Part 5—Hours of Work and Related Matters

21. Ordinary hours of work

21.1 Ordinary hours of work—general staff

- (a) Ordinary hours of work are defined as those hours worked continuously, except for meal breaks, on any of the days from Monday to Friday (inclusive) between 7.00 am and 7.00 pm and from 7.00 am to 12.30 pm on a Saturday provided that an employee may be required to work until 8.00 pm up to a maximum of eight weekdays within a 28 day period without the entitlement to overtime if the ordinary hours worked do not exceed the number of hours within the nominated cycle. Provided further that the spread of hours may be altered by up to one hour at either end of the spread, by agreement between an employer and the majority of employees concerned.
- (b) **Full-time employees**
 - (i) The ordinary working hours for full-time employees will not exceed an average of 38 hours per week to be worked on one of the following bases:
 - an average of 38 hours over a work cycle not exceeding seven consecutive days;
 - an average of 76 hours over a work cycle not exceeding 14 consecutive days; or
 - an average of 152 hours over a work cycle not exceeding 28 consecutive days; and
 - not more than 10 consecutive hours, exclusive of meal breaks (except if paid for at overtime rates) in any one day.

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- (ii) Where agreed, and only as part of a 28 day work cycle, a full-time employee is entitled to accrue one rostered day off during that work cycle, which must be taken within that work cycle.
- (iii) An employer and the majority of employees at an enterprise may agree to establish a system of rostered days off or a system of flexible daily attendance.

21.2 Ordinary hours of work—academic teachers

- (a) For the purposes of the NES, the ordinary hours of work are 38 per week.
- (b) The employer will be entitled to annualise the hours of work in such a manner that they are averaged over 12 months, or where the contract of employment is for less than a calendar year, for the period of employment.
- (c) For the purposes of determining the number of hours worked by an academic teacher, the following will apply:
 - (i) a lecture, being the main presentation of course material in a subject, will count as three hours' work for each hour of delivery, and will include associated preparation, assessment and student consultation;
 - (ii) a tutorial, being a presentation to students in a unit or subject in which lectures are offered will count as three hours' work for each hour of delivery and will include associated preparation, assessment and student consultation; and
 - (iii) a repeat of a lecture or tutorial, carried out within 28 days of the first delivery, will count as two hours' work for each hour of delivery.

21.3 Ordinary hours of work—teachers and tutor/instructors

- (a) For the purposes of the NES, the ordinary hours of work are 38 per week.
- (b) The employer will be entitled to annualise the hours of work in such a manner that they are averaged over 12 months, or where the contract of employment is for less than a calendar year, for the period of employment.
- (c) For the purpose of determining the number of hours worked by a teacher or tutor/instructor the following will apply:
 - (i) each contact hour of teaching delivery by a teacher will count as 1.5 hours of work, including administration, assessment and consultation; and
 - (ii) each contact hour of delivery by a tutor/instructor will count as 1.25 hours of work, including administration, assessment and consultation.

21.4 Where a member of the teaching staff is working annualised hours, the provisions of clause 22—Breaks and clause 24—Overtime will not apply. Save that such an employee will be entitled to an unpaid meal break of not less than 30 minutes after five hours of work.

22. Breaks

22.1 Shiftworkers

A paid meal break for shiftworkers (being employees who work a shift that attracts the penalty in clause 23.1) of not less than 20 minutes must be allowed no later than five hours after the time of commencement of each shift.

22.2 Non-shiftworkers

An unpaid meal break for non-shiftworkers of not less than 30 minutes and not more than one hour will be allowed for a meal. An employee will not be required to work for more than five hours without a meal break.

22.3 All employees

- (a) An employee must be allowed two 10 minute rest breaks on each day as follows:
 - (i) one 10 minute break between the time of commencing work and the usual meal break; and
 - (ii) a second 10 minute break between the usual meal break and the time of ceasing work.
- (b) An employee who works more than four hours overtime on a Saturday morning must be allowed a rest break of 10 minutes between commencing and finishing work.
- (c) If an employee is required to work through their normal meal break the employee will be paid double time for all time so worked until such time as the meal break is given.
- (d) An employee working overtime will be allowed a meal break of 20 minutes without deduction of pay after each four hours of overtime worked.

23. Penalty rates—general employees

23.1 Shiftwork

- (a) For the purposes of this clause the following definitions will apply:
 - (i) **afternoon shift** means any shift finishing after 7.00 pm and at or before midnight;
 - (ii) **night shift** means any shift finishing after midnight, and at or before 7.00 am; and
 - (iii) **permanent night shift** means a night shift which does not rotate with another shift or shifts or day work and which continues for a period of not less than four consecutive weeks.

(b) Applicable rates

(i) Afternoon and non-permanent night shift

All afternoon and non-permanent night shiftworkers will be paid an additional 15% of the ordinary hourly rate for the appropriate classification for all shiftwork.

(ii) Permanent night shift

A permanent night shift allowance of 30% of the ordinary hourly rate for the appropriate classification will be paid for all hours worked.

(iii) Saturday, Sunday and public holiday work

- A shiftworker whose ordinary working hours include a Saturday, Sunday or public holiday must be paid at the rate of time and a half for such ordinary time worked.
- Where ordinary shift hours commence between 11.00 pm and midnight on a Sunday or public holiday, the ordinary time worked before midnight does not entitle the employee to the rate in this subclause. However, where ordinary time is worked on a shift commencing before midnight on the day preceding a Sunday or public holiday and extending into the Sunday or public holiday, the rate in this subclause will apply to all time worked on that shift.

23.2 Non-shiftworkers

(a) Saturday work

- (i)** All work within the spread of ordinary hours on a Saturday will be paid at the rate of time and a quarter.
- (ii)** Work performed on a Saturday outside the spread of ordinary hours will be paid at the relevant overtime rate.

(b) Sunday work

- (i)** All work done on a Sunday must be paid for at the rate of double time.
- (ii)** An employee required to work on a Sunday is entitled to not less than four hours' pay at penalty rates provided they are available to work for four hours.

(c) Public holiday work

All work on a public holiday or a substituted day must be paid at double time and a half. Where both a public holiday and a substitute day are worked, public holiday penalties are payable for only one of those days to be selected by the employee. An employee required to work on a public holiday is entitled to not less than four hours pay at the penalty rate provided.

23.3 The penalty rates in this clause and in the overtime clause are not cumulative. Where an employee is entitled to more than one penalty rate the employee will be entitled to the highest single penalty rate.

24. Overtime

[Varied by [PR584094](#)]

24.1 Overtime—general staff—non—shiftworkers classified at Level 7 or below

- (a) Employees classified at Level 7 or below working overtime:
- (i) within their ordinary hours of work as described in clause 21.1, but in excess of the hours fixed for the relevant work cycle; or
 - (ii) outside of the hours fixed in clause 21.1;
- must be paid time and a half for the first two hours and double time thereafter calculated on a daily basis.
- (b) The minimum period for which an employee must be paid overtime is one half hour per week.
- (c) An employee whose ordinary hours of work are 38 worked between Monday and Friday must be paid a minimum of three hours at overtime rates for work performed on a Saturday.

24.2 Overtime—general staff—shiftworkers classified at Level 7 or below

- (a) A shiftworker for all time worked:
- (i) in excess of the ordinary weekly hours fixed must be paid time and a half for the first three hours and double time thereafter; and/or
 - (ii) in excess of the ordinary daily hours on an ordinary shift must be paid time and a half for the first two hours and double time thereafter.
- (b) A shiftworker whose ordinary hours do not include a Saturday, Sunday or a public holiday as ordinary hours, must, if required to work on such a day be paid double time for all work done with a minimum payment of four hours. The minimum payment does not apply if the work on such a day is continuous with the commencement or completion of their ordinary shift.

24.3 Time off instead of payment for overtime

[24.3—Time off instead of overtime payment—general staff classified at Level 7 or below renamed as Time off instead of payment for overtime and substituted by [PR584094](#) 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 24.3.
- (c) An agreement must state each of the following:
 - (i) the number of overtime hours to which it applies and when those hours were worked;
 - (ii) that the employer and employee agree that the employee may take time off instead of being paid for the overtime;
 - (iii) 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;
 - (iv) that any payment mentioned in subparagraph (iii) must be made in the next pay period following the request.

Note: An example of the type of agreement required by this clause is set out at Schedule J. There is no requirement to use the form of agreement set out at Schedule J. An agreement under clause 24.3 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 24.3 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 24.3 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.

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- (h) The employer must keep a copy of any agreement under clause 24.3 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 24.3 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 24.3 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 24.3.

[24.4 deleted by [PR584094](#) ppc 22Aug16]

24.4 Rest periods after overtime

[24.5 renumbered as 24.4 by [PR584094](#) ppc 22Aug16]

- (a) An employee who works overtime is entitled to a break of at least 10 hours plus reasonable travelling time, between the cessation of one period of duty and the commencement of the next.
- (b) An employee who has not had at least 10 consecutive hours break must be released at the completion of the overtime until they have had 10 consecutive hours off duty without loss of pay during that absence.
- (c) If the employee resumes duty without having 10 consecutive hours break they are to be paid at double time until they are released from duty and they are then entitled to be absent until they have had 10 consecutive hours break, without loss of pay during that absence.
- (d) Where the employee is a shiftworker, the required break will be eight hours instead of 10 in the following circumstances:
 - (i) where overtime is worked for the purpose of changing shift rosters;
 - (ii) where a shiftworker does not report for duty and a day worker or a shiftworker is required to replace them; or

- (iii) where a shift is worked by arrangement between the employees themselves.

24.5 Recall to duty

[24.6 renumbered as 24.5 by [PR584094](#) ppc 22Aug16]

Where an employee is required to return to duty after their usual finishing time the employee must be paid at the relevant overtime rate and must be paid for a minimum of three hours at that rate. Provided that this clause does not apply where the work is continuous (subject to a meal break of not more than one hour) with the completion or commencement of ordinary working time.

24.6 Make-up time

[24.7 renumbered as 24.6 by [PR584094](#) ppc 22Aug16]

An employee may elect, with the consent of the employer, to work make-up time where the employee takes time off during ordinary hours and works those hours at a later time, during the spread of ordinary hours provided for in clause 21.1.

24A. Requests for flexible working arrangements

[24A inserted by [PR701478](#) ppc 01Dec18]

24A.1 Employee may request change in working arrangements

Clause 24A 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 24A is an addition to s.65.

24A.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)).

24A.3 What the written response must include if the employer refuses the request

Clause 24A.3 applies if the employer refuses the request and has not reached an agreement with the employee under clause 24A.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 24A.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.

24A.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 24A.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.

24A.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 24A, can be dealt with under clause 9—Dispute resolution.

Part 6—Leave and Public Holidays

25. Annual leave

[Varied by [PR582994](#)]

25.1 Annual leave is provided for in the NES.

25.2 This clause supplements or deals with matters incidental to the NES provisions. Specific provisions dealing with annual leave for sessional employees can also be found in clause 10.5(c).

25.3 Payment of annual leave

During a period of annual leave an employee will receive a loading calculated on the rate of pay prescribed in clause 14—Minimum wages. Annual leave loading is payable on leave accrued on the following bases:

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- (a) employees who would have worked on day work only had they not been on leave—17.5% of their ordinary rate of pay; or
- (b) employees who would have worked on shiftwork had they not been on leave—a loading of 17.5% of their ordinary rate of pay or the shift loading, whichever is the greater.

25.4 Annual leave in advance

[25.4 renamed and substituted by [PR582994](#) 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 25.4 is set out at Schedule H. There is no requirement to use the form of agreement set out at Schedule H.

- (c) The employer must keep a copy of any agreement under clause 25.4 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 25.4, 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.

25.5 Annual close-down

An employer may specify up to two close-down periods each year, during which the employer will be closing down its operations. For these periods an employer may require an employee to take annual leave subject to the requirement that the employee is given notice as soon as practicable of the employer's intention to close down.

25.6 Cashing out of annual leave

[25.6 inserted by [PR582994](#) ppc 29Jul16]

- (a) Paid annual leave must not be cashed out except in accordance with an agreement under clause 25.6.
- (b) Each cashing out of a particular amount of paid annual leave must be the subject of a separate agreement under clause 25.6.
- (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.

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- (d) An agreement under clause 25.6 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 25.6 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 25.6 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 25.6.

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 25.6.

Note 3: An example of the type of agreement required by clause 25.6 is set out at Schedule I. There is no requirement to use the form of agreement set out at Schedule I.

25.7 Excessive leave accruals: general provision

[25.7 inserted by [PR582994](#) ppc 29Jul16]

Note: Clauses 25.7 to 25.9 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 25.8 sets out how an employer may direct an employee who has an excessive leave accrual to take paid annual leave.
- (d) Clause 25.9 sets out how an employee who has an excessive leave accrual may require an employer to grant paid annual leave requested by the employee.

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

[25.8 inserted by [PR582994](#) ppc 29Jul16]

- (a) If an employer has genuinely tried to reach agreement with an employee under clause 25.7(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 25.7, 25.8 or 25.9 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 25.8(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.

25.9 Excessive leave accruals: request by employee for leave

[25.9 inserted by [PR582994](#); substituted by [PR582994](#) ppc 29Jul17]

- (a) If an employee has genuinely tried to reach agreement with an employer under clause 25.7(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

- (b) that would have entitled the employee to paid maternity leave, adoption leave or paternity leave.

29. Public holidays

[Varied by [PR712203](#)]

29.1 Public holidays are provided for in the NES.

29.2 Substitution of public holidays by agreement

[29.2 substituted by [PR712203](#) 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.
- (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.

[Note inserted by [PR712203](#) ppc 04Oct19]

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

30. Leave to deal with Family and Domestic Violence

[30 inserted by [PR609394](#) ppc 01Aug18]

30.1 This clause applies to all employees, including casuals.

30.2 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 30.2(a) includes a former spouse or de facto partner.

30.3 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.

30.4 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.

30.5 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.

30.6 Notice and evidence requirements

(a) Notice

An employee must give their employer notice of the taking of leave by the employee under clause 30. 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 30 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 30.4.

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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.

30.7 Confidentiality

- (a) Employers must take steps to ensure information concerning any notice an employee has given, or evidence an employee has provided under clause 30.6 is treated confidentially, as far as it is reasonably practicable to do so.
- (b) Nothing in clause 30 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.

30.8 Compliance

An employee is not entitled to take leave under clause 30 unless the employee complies with clause 30.

Schedule A—Transitional Provisions

[Varied by [PR991583](#), [PR503719](#)]

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.

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.

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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 [PR503719](#) 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 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—Academic Teachers

[Varied by [PR991583](#)]

- B.1** An academic teacher will be paid according to the salary scale set out in clause 14.1, and will be eligible for movement to the next salary point within the academic level as set out in the rates of pay as follows:
- (a) at the conclusion of each 12 month period, following the date of entry into an academic level as set out in the classification structure or the subsequent anniversary date; and
 - (b) following a staff development/performance review.
- B.2** Movement to the next salary point within the academic level will only occur when the employee has, over the preceding 12 months:
- (a) acquired and utilised additional skills, experience and knowledge within the ambit of the appropriate academic level, as set out in the classification standard and in accord with the priorities of the employer; and
 - (b) demonstrated satisfactory performance against the appropriate academic level.
- B.3** Movement to the next salary point will be effective from the anniversary date. In cases where a staff development/performance review is delayed, the anniversary date will not be changed and any increase in salary will be paid retrospectively to the anniversary date unless the delay is related to the acquisition of new skills and greater responsibility in which case the date of acquisition will be the effective date.
- B.4** Where an employee has been absent for in excess of three months in aggregate during the 12 month period the performance review will be delayed by the period of the absence. Any resultant increase will also be delayed by the same period.
- B.5** An academic staff development/performance review will be conducted annually. It will normally be conducted by the relevant supervisor and will be confidential. The aims of the review will include:
- (a) assessment of performance and the acquisition of skills over the preceding 12 months against objective criteria within the relevant academic level in the classification standards including:
 - (i) undergraduate and postgraduate teaching as allocated by the supervisor in accordance with the organisational unit's priorities;
 - (ii) other undergraduate and postgraduate teaching as undertaken for the institution;
 - (iii) contributions to scholarly research, creative and/or professional activities appropriate to the staff member's profession or discipline;
 - (iv) participation in the administration of the institution and/or provision of leadership and the undertaking of senior administration activities as allocated by the institution; and

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- (v) contribution to professional activities relevant to the profession, discipline and/or community; and
- (b) identification of the development and training needs of the academic teacher in order to:
 - (i) enable the acquisition and use of new skills, experience and knowledge in accordance with the priorities of the organisational unit and/or the institution;
 - (ii) identify performance objectives; and
 - (iii) ensure continued satisfactory performance within the ambit of the academic level.

B.6 The minimum salary paid to academic teachers employed on a casual basis to deliver lectures or tutorials will be the rates set out in clause 14.2, those rates are derived from three base rates calculated using the following formulae:

- (a) Lecturing—the base rate applicable to lecturing is determined by reference to the second step of the full-time Level B scale.
- (b) Duties involving possession of a relevant doctoral qualification—this is determined by reference to the sixth step of the full-time Level A scale.
- (c) Tutoring—the base rate applicable to tutoring is determined by reference to the second step of the full-time Level A scale.

B.7 Classification descriptors

Academic teachers (other than casual academic teachers) will be classified into one of the following levels on the basis of which of the following descriptors most accurately describes the duties they undertake and their academic standing and experience.

B.7.1 Level A

- (a) A Level A academic teacher will work with support and guidance from more senior academic staff and is expected to develop their expertise in teaching and research with an increasing degree of autonomy. A Level A academic teacher will normally have completed four years of tertiary study or equivalent qualifications and experience and may be required to hold a relevant higher degree.
- (b) A Level A academic teacher will normally contribute to the teaching work of the employer at an undergraduate degree or graduate diploma level. Administration will generally be limited to the administration of the relevant unit or units of teaching they are engaged to teach.
- (c) An employee holding a relevant doctorate or responsible for the co-ordination of a subject or unit, will not be paid less than the sixth step of Level A.

B.7.2 Level B

- (a) A Level B academic teacher will undertake independent teaching and research in their discipline or related area. A Level B academic teacher will make an

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independent contribution through professional practice and expertise to the teaching effort of the employer, and may co-ordinate and/or lead the activities of other staff, as appropriate to the discipline.

- (b) A Level B academic teacher may be required to teach at any level, on the basis of an established record of independent scholarship, research and/or professional activities appropriate to their profession or discipline. They may undertake administration relating to their discipline and may be required to perform the full academic responsibilities of and related administration for the co-ordination of an award program of the institution.

B.7.3 Level C

- (a) A Level C academic teacher will play a major role or provide a significant degree of leadership in activities relevant to the profession, discipline and/or community and may be required to perform the full academic responsibilities of and related administration for the co-ordination of a large award program or a number of smaller award programs of the institution.

Schedule C—Classifications—Teachers and Tutor/instructors

[Varied by [PR991583](#), [PR504369](#)]

C.1 Teachers and tutor/instructors will be paid according to the salary scale set out in clause 14.3.

C.1.1 On appointment a teacher will be placed on a salary level commensurate with the minimum salary for their qualifications and experience as determined by this schedule. The progress for a teacher classified as Category A, B, C, or D will be as follows:

- (a) Category A commences at Level 4 and progresses to a maximum of Level 12.
- (b) Category B commences at Level 3 and progresses to a maximum of Level 12.
- (c) Category C commences at Level 2 and progresses to a maximum of Level 12.
- (d) Category D commences at Level 1 and progresses to a maximum of Level 9.

Provided that a Category D employee who achieves Level 9 may be promoted beyond that level where that employee can demonstrate that they are able to carry on the full duties of a Category A, B, or C teacher.

C.1.2 If an employer does not accept (fully or in part) the qualifications or experience of a teacher, the employer will advise the teacher in writing what qualifications or experience are not accepted or the extent to which they are not accepted.

C.1.3 Subject to the continuing satisfactory conduct, diligence and performance of a teacher and the acquisition and utilisation of skills and knowledge through experience, progression from one salary level to the next will occur on the completion of a year of full-time experience or equivalent part-time experience.

C.1.4 Where the employer considers that the conduct, diligence or performance of a teacher is not satisfactory or the teacher has not acquired and utilised increased skills and knowledge which could reasonably be expected to be acquired and utilised and for that reason considers that progress to the next salary level is not warranted, a formal review will be undertaken by the employer prior to the date when the increment is due.

C.1.5 When a teacher achieves the further experience or qualifications which entitle the teacher to an increase in salary the increase will be calculated on and from the first pay period after the results of the course are announced or the experience is gained.

C.2 Teachers employed in English language colleges or in TESOL courses

C.2.1 Based on an assessment of a teacher's qualifications, a teacher will be classified in one of the following categories:

- (a) **Category A**—a teacher having a degree and diploma of education or equivalent and either a diploma in TESOL (e.g. Dip SRA, Grad Dip TESOL); or a postgraduate diploma in applied linguistics, languages other than English (LOTE), or multicultural education.

- (b) **Category B**—a teacher having a degree and diploma of education or equivalent plus a recognised TESOL certificate; or a degree and diploma including LOTE/TESOL method.
- (c) **Category C**—a teacher with a degree/diploma (three year minimum) plus a recognised TESOL certificate; or a degree/diploma (three year minimum) including LOTE/TESOL method.
- (d) **Category D**—other qualifications not provided for above and/or expected to acquire TESOL qualifications.

C.2.2 The following experience will be recognised as relevant experience:

- (a) full-time TESOL teaching to adults or secondary students in schools or equivalent in Australia to classes of not less than five students;
- (b) other full-time teaching, including in other languages, credited at the rate of one year of experience for each two years of such teaching, to a maximum of three years;
- (c) part-time experience will be recognised on a pro rata basis; and
- (d) where the teacher has worked for less than a full year, they will be accredited with experience in the proportion that the weeks worked over the 12 month period bears to the number of weeks normally required of a full-time teacher at the same institution.

C.2.3 Experience as a casual teacher teaching TESOL to adults or secondary students will be credited on the basis of the number of hours taught compared to the number of days or hours normally required of a full-time teacher at the same institution. Provided that for every 110 days during which a casual teacher is engaged they will be deemed to have not less than six months' service.

C.3 Teachers other than TESOL teachers

C.3.1 A teacher other than a TESOL teacher will be classified in accordance with the following:

- (a) **Category A**—a teacher with a five year degree or equivalent at university level in a field relevant to the teaching area.
- (b) **Category B**—a teacher with a four year degree or equivalent at university level in a field relevant to the teaching area.
- (c) **Category C**—a teacher with a three year degree or equivalent at university level in a field relevant to the teaching area.
- (d) **Category D**—any other teacher, including a Vocational Education and Training (VET) tutor who has the qualifications required by the accredited curriculum or training package and who delivers and/or assesses nationally recognised competency based training which may result in a qualification or Statement of Attainment under the Australian Recognition Framework (ARF).

C.3.2 For the purpose of this schedule experience will mean full-time adult teaching experience or equivalent part-time or casual experience.

C.3.3 Casual experience will be credited on the basis that 800 face-to-face teaching hours is equivalent to one year of full-time experience.

C.4 Tutor/instructors

[Varied by [PR504369](#)]

C.4.1 A Tutor/instructor will be classified in accordance with the following:

- (a) Tutor/instructor Level 1 is a person with appropriate subject knowledge and skills as determined by the employer. A Tutor/instructor Level 1 will commence at Level 1 and may progress to a maximum of Level 3.

[C.4.1(b) substituted by [PR504369](#) from 01Jul10]

- (b) Tutor/instructor Level 2 is a person with appropriate subject knowledge and skills as determined by the employer and who has the minimum qualification of Certificate IV in Training and Assessment (TAA40104) or equivalent. A tutor/instructor Level 2 will commence at Level 2 and may progress to a maximum of Level 7.

C.4.2 For the purpose of this Schedule experience will mean full-time adult teaching experience or equivalent part-time or casual experience.

C.4.3 Casual experience will be credited on the basis that 800 face-to-face teaching hours is equivalent to one year of full-time experience.

C.5 Movement between pay points

C.5.1 An employee will be eligible for movement to the next pay point within the classification structure after each 12 month period, following a performance review which the employer will complete before the end of the 12 month period.

C.5.2 Where an employee has been absent for in excess of three months, in aggregate, during the 12 month period the performance review will be delayed by the period of the absence. Any resultant increase will also be delayed by the same period.

C.5.3 Where, due to the employer's operational requirements, a performance review is not completed before the end of the 12 month period any resultant increase will take effect from the day on which the next 12 month period commenced.

C.5.4 Movement to the next pay point will only occur when the employee has, over the preceding 12 months:

- (a) acquired and utilised additional skills, experience and competencies within the ambit of the classification level and in accordance with the priorities of the employer; and
- (b) demonstrated satisfactory performance.

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C.5.5 If the requirements in clause C.5.4 are not met at the conclusion of the 12 month period the employee will not progress to the next pay point until such time as the requirements are met.

Schedule D—General Staff

[Varied by [PR991583](#)]

D.1 Classification Definitions

D.1.1 Definition 1: Supervision

(a) **Close supervision**

Clear and detailed instructions are provided. Tasks are covered by standard procedures. Deviation from procedures or unfamiliar situations are referred to higher levels. Work is regularly checked.

(b) **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.

(c) **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.

Performance is checked by assignment completion.

(d) **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.

D.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.

D.1.3 Definition 3: Classification dimensions

(a) Training level

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.

(b) Occupational equivalent

Examples of occupations typically falling within 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) Task level

The type, complexity and responsibility of tasks typically performed by employees within each classification level.

(e) Organisational knowledge

The level of knowledge and awareness of the organisation, its structure and functions that would be expected of employees at each proposed classification level and the purposes to which that organisational knowledge may be put.

(f) 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.

(g) Typical activities

Examples of activities typically undertaken by employees in different occupations at each of the classification levels.

D.1.4 General Staff Level 1

(a) Training level or qualifications

Employees at the base of this level would not be required to have formal qualifications or work experience upon engagement.

Persons advancing through this level may typically perform duties which require a skill level which assumes and requires:

- (i)** 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
- (iv)** an equivalent combination of experience and training.

(b) Occupational equivalent

Labourer, security officer, administrative assistant, trainee for Level 2 duties.

(c) Level of supervision

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

(d) Task level

Straightforward administrative or manual duties, or elements of Level 2 duties under close supervision and structured on-the-job training. May be required to operate certain office or building equipment. Some knowledge of materials, e.g. cleaning chemicals may be required. With training and experience is able to perform a range of straightforward tasks where procedures are clearly established.

(e) Organisational knowledge

Will provide straightforward information to others on building or service locations. With training may provide general information and assistance to members of the public, students and other employees based on a broad knowledge of the employee's work area/responsibilities including knowledge of the functions, locations and availability of particular personnel and services.

(f) Judgment, independence and problem solving

Resolve problems where alternatives for the employee are limited and the required action is clear or can be readily referred to higher levels.

Employees advancing through this level will be able to solve relatively simple problems with reference to established techniques and practices and be able to choose between a range of straightforward alternatives.

An employee after 12 months or two years at this level should be able to perform a combination of various routine tasks and rearrange work sequences within the parameters of prearranged work priorities.

(g) Typical activities

Perform a range of manual duties.

In administrative positions, perform routine clerical and office functions which may include duties involving the inward and outward movement of mail, keeping, copying, maintaining and retrieving records, straightforward data entry and retrieval.

Security officers may be involved in a range of patrol duties, including responding to alarms, following emergency procedures and preparing incident reports.

D.1.5 General Staff Level 2

(a) Training level or qualifications

Level 2 duties typically require a skill level which assumes and requires knowledge or training in clerical/administrative, trades or technical functions equivalent to:

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- (i) completion of a trades certificate or Certificate III;
- (ii) completion of Year 12 or a Certificate II with relevant work experience;
or
- (iii) an equivalent combination of relevant experience and/or education/training.

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.

(b) Occupational equivalent

Technical assistant/technical trainee, administrative assistant.

(c) Level of supervision

In technical 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.

(d) Task level

Task level will require some complexity. Apply body of knowledge equivalent to trade certificate or Certificate III, including diagnostic skills and assessment of the best approach to a given task.

(e) Organisational knowledge

Perform tasks/assignments which require knowledge of the work area processes and an understanding of how they interact with other related areas and processes.

(f) Judgment, independence and problem solving

Exercise judgment on work methods and task sequences within specified timelines and standard practices and procedures.

(g) Typical activities

- (i) In technical assistant positions:
 - assist a technical officer in operating a laboratory, including ordering supplies;
 - assist in setting up routine experiments;
 - monitor experiments for report to a technical officer;
 - assist with the preparation of specimens; and
 - assist with the feeding and care of animals.

Employees would be expected to perform a greater range and complexity of tasks as they progressed through the level and obtained further training.

- (ii) In administrative positions perform a range of administrative support tasks including:
- standard use of a range of desktop based programs, e.g. word processing, established spreadsheet or database applications, and management information systems (e.g. financial, student or human resource systems). This may include store and retrieve documents, key and lay out correspondence and reports, merge, move and copy, use of columns, tables and basic graphics;
 - to provide general administrative support to other employees including setting up meetings, answering straightforward inquiries and directing others to the appropriate personnel; and
 - to process accounts for payment.

D.1.6 General Staff Level 3

(a) Training level or qualifications

Level 3 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
- (v) an equivalent combination of relevant experience and/or education/training.

(b) Occupational equivalent

Technical officer or technician, administrative above Level 2.

(c) Level of supervision

In technical positions, routine supervision to general direction depending upon experience and the complexity of the tasks. In other positions, general direction. May supervise or co-ordinate others to achieve objectives, including liaising with employees at higher levels. May undertake stand-alone work.

(d) Task level

May undertake limited creative, planning or design functions. Apply skills to a varied range of different tasks.

(e) Organisational knowledge

Perform tasks/assignments which require proficiency in the work area's rules, regulations, processes and techniques and how they interact with other related functions.

(f) Judgment, independence and problem solving

(i) In technical positions, apply theoretical knowledge and techniques to a range of procedures and tasks.

(ii) In administrative positions, provide factual advice which requires 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.

(g) Typical activities

(i) In technical positions:

- develop new equipment to criteria developed and specified by others;
- under routine direction, assist in the conduct of major experiments and research programs and/or in setting up complex or unusual equipment for a range of experiments and demonstrations; and/or
- demonstrate the use of equipment and prepare reports of a technical nature as directed.

(ii) In library technician positions:

- undertake copy cataloguing;
- use a range of bibliographic databases;
- undertake acquisitions; and/or
- respond to reference inquiries.

(iii) In administrative positions:

- may use a full range of desktop based programs, including word processing packages, mathematical formulae and symbols, manipulation of text and layout in desktop publishing and/or web software and management information systems;
- plan and set up spreadsheets or database applications;
- be responsible for providing a full range of secretarial services;
- may be responsible for accounting transactions and the production of reports;
- provide advice to students on enrolment procedures and requirements; and/or

- administer enrolment and course progression records.

D.1.7 General Staff Level 4

(a) 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 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-trade certificate and extensive (typically more than two years) relevant experience as a technician; or
- (vi) an equivalent combination of relevant experience and/or education/training.

(b) Occupational equivalent

Graduate (i.e. degree) or professional, without subsequent work experience on entry (including inexperienced computer systems officer). Administrator with responsibility for advice and determinations. Experienced technical officer.

(c) Level of supervision

In professional positions, routine supervision to general direction, depending on tasks involved and experience. In other positions, general direction and may supervise other staff.

(d) Task level

Apply body of broad technical knowledge and experience at a more advanced level than Level 3, including the development of areas of specialist expertise. In professional positions, apply theoretical knowledge, at degree level, in a straightforward way. In administrative positions, provide interpretation, advice and decisions on rules and entitlements.

(e) Organisational knowledge

Perform tasks/assignments which require proficiency in the work area's rules, regulations, policies, procedures, systems, processes and techniques, and how they interact with other related functions, in order to assist in their adaptation to achieve objectives, and advise, assist and influence others.

(f) Judgment, independence and problem solving

In professional positions, solve problems through the standard application of theoretical principles and techniques at degree level. In technical positions, apply

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standard technical training and experience to solve problems. In administrative positions, may apply expertise in a particular set of rules or regulations to make decisions, or be responsible for co-ordinating a team to provide an administrative service.

(g) Typical activities

(i) In technical positions:

- develop new equipment to general specifications;
- under general direction, assist in the conduct of major experiments and research programs and/or in setting up complex or unusual equipment for a range of experiments and demonstrations;
- under broad direction, set up, monitor and demonstrate standard experiments and equipment use; and/or
- prepare reports of a technical nature.

(ii) In library technician positions:

- perform at a higher level than Level 3;
- assist with reader education programs and more complex bibliographic and acquisition services; and/or
- operate a discrete unit within a library which may involve significant supervision or be the senior employee in an out-posted service.

(iii) In administrative positions:

- responsible for the explanation and administration of an administrative function, e.g. student fees or HECS advice, records, determinations and payments, a centralised enrolment function, the organisation and administration of exams at a small campus;
- provide reports to management in account/financial, staffing; legislative requirements and other institutional activities; and/or
- administer salary and payroll requirements of the organisation.

(iv) In professional positions and under professional supervision:

- provide a range of library services including bibliographic assistance, original cataloguing and reader education in library and reference services; and/or
- provide counselling services.

D.1.8 General Staff Level 5

(a) Training level or qualifications

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

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- (i) a degree with subsequent relevant experience;
- (ii) extensive experience and specialist expertise or broad knowledge in technical or administrative fields; or
- (iii) an equivalent combination of relevant experience and/or education/training.

(b) Occupational equivalent

Graduate or professional with subsequent relevant work experience (including a computer systems officer with some experience), line manager, experienced technical specialist and/or technical supervisor.

(c) Level of supervision

In professional positions, general direction; in other positions, broad direction. May have extensive supervisory and line management responsibility for technical, administrative and other non-professional employees.

(d) Task level

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.

(e) Organisational knowledge

Perform tasks/assignments which require proficiency in the work area's existing rules, regulations, policies, procedures, systems, processes and techniques and how they interact with other related functions, and to adapt those procedures and techniques as required to achieve objectives without impacting on other areas.

(f) 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, analyse and report on data and experiments.

(g) Typical activities

- (i) In technical positions:
 - manage a teaching or research laboratory or a field station;
 - provide highly specialised technical services;
 - set up complex experiments;
 - design and construct complex or unusual equipment to general specifications;

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- assist honours and postgraduate students with their laboratory requirements; and/or
 - install, repair, provide and demonstrate computer services in laboratories.
- (ii) In administrative positions:
- provide financial, policy and planning advice;
 - service a range of administrative and academic committees, including preparation of agendas, papers, minutes and correspondence; and/or
 - monitor expenditure against budget.
- (iii) In professional positions:
- provide a range of library services, including bibliographic assistance, original cataloguing and reader education in library and reference services;
 - provide counselling services;
 - undertake a range of computer programming tasks;
 - provide documentation and assistance to computer users; and/or
 - analyse less complex user and system requirements.

D.1.9 General Staff Level 6

(a) 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 at least four years' 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.

(b) Occupational equivalent

Senior librarian, technical manager, professional or scientific officer, senior administrator in a small organisation.

(c) Level of supervision

Broad direction. May manage other employees including administrative, technical and/or professional employees.

(d) Task level

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, may be a recognised authority in a specialised area.

(e) Organisational knowledge

Detailed knowledge of academic and administrative policies and the interrelationships between a range of policies and activities.

(f) 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.

(g) Typical activities

- (i)** In a library, combine specialist expertise and responsibilities for managing a library function.
- (ii)** In student services, the training and supervision of other professional employees combined with policy development responsibilities which may include professional development activities contributing to the profession and publication.
- (iii)** In technical manager positions, the management of teaching and scientific facilities.
- (iv)** In administrative positions, provide senior administrative support to a small organisation, or manage a functional unit with some complexity in a larger organisation.

D.1.10 General Staff Level 7

(a) Training level or qualifications

Level 7 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.

(b) Occupational equivalent

Manager (including administrative, professional or scientific), senior administrator in a medium sized organisation.

(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) Task level

Work 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.

(e) Organisational knowledge

The employees will be expected to make policy recommendations to others and to implement programs involving major change which may impact on other areas of the institution's operations.

(f) Judgment, independence and problem solving

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

(g) Typical activities

- (i)** Assist in the management of a large functional unit with a diverse or complex set of functions and significant resources.
- (ii)** Manage a function or development and implementation of a policy requiring a high degree of knowledge and sensitivity.
- (iii)** Manage a small or specialised unit where significant innovation, initiative and/or judgment are required.
- (iv)** Provide senior administrative support to organisations of medium complexity, taking into account the size, budget, course structure, external activities and management practices.

D.1.11 General Staff Level 8

(a) Training level or qualifications

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

- (i)** postgraduate qualifications and extensive relevant experience; or
- (ii)** extensive management experience and proven management expertise; or

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(iii) an equivalent combination of relevant experience and/or education/training.

(b) Occupational equivalent

Manager (including administrative, professional or scientific), senior administrator in a more complex organisation.

(c) Level of supervision

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

(d) Task level

Demonstrated capacity to conceptualise, develop and review major professional, management or administrative policies at the corporate level. Significant high level creative, planning and management functions. Responsibility for significant resources.

(e) Organisational knowledge

Conceptualise, develop and review major policies, objectives and strategies involving high level liaison with internal and external client areas. Responsible for programs involving major change which may impact on other areas of the institution's operations.

(f) Judgment, independence and problem solving

Responsible for significant program development and implementation. Provide strategic support and advice (e.g. to schools or faculties or at the corporate level) requiring integration of a range of internal and external policies and demands, and an ability to achieve broad objectives while operating within complex organisational structures.

(g) Typical activities

(i) Assist in the management of a large functional unit with a diverse or complex set of functions and significant resources.

(ii) Manage a function or development and implementation of a policy requiring a high degree of knowledge and sensitivity and the integration of internal and external requirements.

(iii) Manage a small and specialised unit where significant innovation, initiative and/or judgment are required.

(iv) Provide senior administrative support to the more complex organisations, taking into account the size, budget, course structure, external activities and management practices.

D.1.12 General Staff Level 9

(a) Training level or qualifications

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Level 9 duties typically require a skill level which assumes and requires knowledge or training equivalent to:

- (i) proven expertise in the management of significant human and material resources; and
- (ii) in some areas postgraduate qualifications and extensive relevant experience.

(b) Occupational equivalent

Senior program manager or administrative manager.

(c) Level of supervision

Broad direction, operating with a high overall degree of autonomy. Will have substantial management responsibility for diverse activities and/or employees (including administrative, technical and/or professional employees).

(d) Task level

Complex, significant and high level creative planning, program and managerial functions with clear accountability for program performance. Comprehensive knowledge of related programs. Generate and use a high level of theoretical and applied knowledge.

(e) Organisational knowledge

Bring a multi-perspective understanding to the development, carriage, marketing and implementation of new policies; devise new ways of adapting the organisation's strategies to new, including externally generated, demands.

(f) Judgment, independence and problem solving

Be fully responsible for the achievement of significant organisational objectives and programs.

(g) Typical activities

- (i) Manage a large functional unit with a diverse or complex set of functions and significant resources.
- (ii) Manage a more complex function or unit where significant innovation, initiative and/or judgment are required.
- (iii) Provide senior administrative support to the most complex and larger organisations involving complex course structures, significant staff and financial resources, outside activities and extensive devolution of administrative, policy and financial management responsibilities to this position.

D.2 Movement between pay points

D.2.1 Where there is more than one pay point for a classification level an employee will be eligible for movement to the next pay point within the classification level after each

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12 month period, following a performance review that the employer will complete before the end of the 12 month period.

- D.2.2** Where an employee has been absent for in excess of three months in aggregate during the 12 month period, the performance review will be delayed by the period of the absence. Any resultant increase will also be delayed by the same period.
- D.2.3** Where, due to the employer's operational requirements, a performance review is not completed before the end of the 12 month period any resultant increase will take effect from the day on which the next 12 month period commenced.
- D.2.4** Movement to the next pay point within a classification level will only occur when the employee has, over the preceding 12 months:
- (a) acquired and utilised additional skills, experience and competencies within the ambit of the classification level and in accord with the priorities of the employer; and
 - (b) demonstrated satisfactory performance against the relevant position classification descriptors.
- D.2.5** If the requirements in this clause are not met at the conclusion of the 12 month period the employee will not progress to the next pay point within the classification level until such time as the requirements are met.

Schedule E—Supported Wage System

[Varied by [PR991583](#), [PR994542](#), [PR998748](#), [PR510670](#), [PR525068](#), [PR537893](#), [PR542195](#), [PR551831](#), [PR568050](#), [PR581528](#), [PR592689](#), [PR606630](#), [PR709080](#)]

E.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.

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

E.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

E.3 Eligibility criteria

E.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.

E.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.

E.4 Supported wage rates

E.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 E.5)	Relevant minimum wage
%	%
10	10
20	20
30	30
40	40
50	50
60	60
70	70
80	80
90	90

[E.4.2 varied by [PR994542](#), [PR998748](#), [PR510670](#), [PR525068](#), [PR537893](#), [PR551831](#), [PR568050](#), [PR581528](#), [PR592689](#), [PR606630](#), [PR709080](#) ppc 01Jul19]

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

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

E.5 Assessment of capacity

E.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.

E.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.

E.6 Lodgement of SWS wage assessment agreement

[E.6.1 varied by [PR542195](#) ppc 04Dec13]

E.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.

[E.6.1 varied by [PR542195](#) ppc 04Dec13]

E.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.

E.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.

E.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.

E.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.

E.10 Trial period

E.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.

E.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.

[E.10.3 varied by [PR994542](#), [PR998748](#), [PR510670](#), [PR525068](#), [PR537893](#), [PR551831](#), [PR568050](#), [PR581528](#), [PR592689](#), [PR606630](#), [PR709080](#) ppc 01Jul19]

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

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

E.11 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 E.5.

Schedule F—National Training Wage

[Varied by [PR991583](#), [PR994542](#), [PR997981](#), [PR509106](#), [PR522937](#), [PR536740](#), [PR545787](#), [PR551663](#), [PR566753](#), [PR579855](#); deleted by [PR593854](#) ppc 01Jul17]

Schedule G—Part-day Public Holidays

[Sched G 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 [PR712203](#), [PR715119](#)]

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

[G.1 varied by [PR715119](#) ppc 18Nov19]

G.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.

[G.1(b) varied by [PR715119](#) 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.

[G.1(c) substituted by [PR715119](#) 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.

[ClauseG.1(d) varied by [PR715119](#) 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.

[G.1(e) varied by [PR715119](#) ppc 18Nov19]

- (e) Excluding annualised salaried employees to whom clause G.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.

[G.1(f) varied by [PR715119](#) 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

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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.

[G.1(g) varied by [PR715119](#) 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 G.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.

[G.2 inserted by [PR712203](#) ppc 04Oct19]

- G.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 H—Agreement to Take Annual Leave in Advance

[Sched H inserted by [PR582994](#) 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 I—Agreement to Cash Out Annual Leave

[Sched I inserted by [PR582994](#) 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 J—Agreement for Time Off Instead of Payment for Overtime

[Sched J inserted by [PR584094](#) 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 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.