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**Sent:** Thursday, 14 April 2016 2:35 PM  
**To:** AMOD  
**Cc:** Kerri Knopp; aodgers@ieu.org.au  
**Subject:** AM2014/225 Educational Services (Schools) General Staff Award 2010

Dear AMod team

In accordance with the Directions issued by the Fair Work Commission on 22 March 2016 in AM2014/225, please find attached, by way of filing:

- written submissions regarding technical and drafting issues; and
- a marked-up version of the exposure draft.

These submissions are being filed jointly by the Associations of Independent Schools and the Independent Education Union.

Kind regards  
Liz

**Liz Gilmour**  
Senior Employment Relations Advisor

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**FAIR WORK ACT 2009 s156 – 4 YEARLY REVIEW OF MODERN AWARDS**

**(AM2014/225)**

**EXPOSURE DRAFT – EDUCATIONAL SERVICES (SCHOOLS) GENERAL STAFF  
AWARD 2010**

**OUTLINE OF SUBMISSIONS**

**Associations of Independent Schools  
and**

**Independent Education Union of Australia**

**Introduction**

1. These submissions are made on behalf of the Associations of Independent Schools (AIS) and the Independent Education Union (IEU), hereinafter referred to as **‘the parties’**, in response to the Exposure Draft of the *Educational Services (Schools) General Staff Award 2010* published on 18 December 2015.
2. The parties met on 19 January and 3 March this year to discuss the Exposure Draft. Those discussions identified a number of issues with the Exposure Draft. The parties have reached agreement on changes to the Exposure Draft as set out below.

**Proposed amendments to the exposure draft**

3. This submission is accompanied by a marked-up copy of the award containing the amendments proposed by the parties. References to the award in this submission are to that document.
4. The Exposure Draft was prepared and issued by the Fair Work Commission prior to the variations to the *Educational Services (Schools) General Staff Award 2010* arising from the order issued by the Commission on 21 December 2015 (PR57583). That order made extensive changes to the award. The marked-up copy of the award references those changes.

5. Clause 5.2 – the words *boarding supervision services employees* should be removed from the reference to clause 9.6. This change corrects an error in the draft as the application of the clause is not limited to boarding supervision services employees.
6. Clause 6.4(a)(ii) – a cross-reference to clause 7 is included for clarification and to thereby make the award easier to understand. This is necessary as the pattern of work and payment arrangements in the award for employees working only during term weeks are unique to this award.
7. Clause 6.4(b) – the the words *hourly rate* are inserted to give better effect to the intention of the clause.
8. Clause 7.2(a) and (d) have been varied to include a more precise cross-reference.
9. At the conclusion of clause 7 in the marked-up draft an example of an adjusted salary is included. The Exposure Draft encouraged industry parties to develop examples of payment arrangements. The example in this instance graphically presents in simple form a typical salary calculation for an employee working term weeks only.
10. Clause 9.4 – the addition of the words *Minimum Wages* provides clarification.
11. Clause 10.2(c)(i) – the addition of the words *subject to the provisions of Clause 24.2 – Consultation about changes to rosters or hours of work* provides a needed cross-reference to advise those altering hours of work that the award contains additional obligations in some instances.
12. Clause 10.2(d) – provisions excluding casual employees from broken shift payments have been added to make the application of the provisions clearer.
13. At the conclusion of clause 10 in the marked up draft a basic example is included of the calculation of rates for a part-time employee working a broken shift on a single day is included.
14. Clause 13.2(b)(iii) – the names of the clauses being cross-referenced are included to make the entitlement easier to understand.
15. Clause 13.3(a)(iv) – the words *employed in a boarding role* are omitted as they are unnecessary.

16. Clause 14.4(a) and (b) – the names of 2 superannuation funds are updated to correct an error and thereby reflect the current and correct name.
17. Clause 15.4(a) – the variations proposed are minor and provide clarification.
18. Clause 15.4(b) and Clause 15.5 – the insertion of clause 15.4(b) and the changes made to clause 15.5 are necessary to correct a significant error which has arisen during the redraft of the award. In condensing and amalgamating several clauses the Exposure Draft has applied the non-accumulation provisions of clause 26.3 of the current award, which deals specifically with the interrelationship between clause 26 Penalty rates and clause 27 Overtime, to the provisions of clause 25.3 Broken shifts. In this sector of the industry broken shift payments are and have been paid in addition to other penalty payments.
19. Clause 16.3 – the words *where the employee's hours are averaged* have been removed as they are unnecessary. The sub-clauses have been renumbered accordingly.
20. Clause 17.3(b)(i) – the marked-up copy of the award contains an explanation of an error corrected by the adjustment of the loading percentage.
21. Schedule B.1.2 – the marked-up copy of the award, consistent with the changes detailed at paragraph 18 of these submissions, details the need for additional rates tables reflecting the rates paid in event of a broken shift being worked during another shift.

# EXPOSURE DRAFT

## Educational Services (Schools) General Staff Award 2015

This exposure draft has been prepared by staff of the Fair Work Commission based on the *Educational Services (Schools) General Staff Award 2015* (the General Staff award) as at 18 December 2015. This exposure draft does not seek to amend any entitlements under the General Staff award but has been prepared to address some of the structural issues identified in modern awards.

The review of this award in accordance with s.156 of the *Fair Work Act 2009* is being dealt with in matters [AM2014/225](#) and AM2015/6. Additionally a number of common issues are being dealt with by the Commission which may affect this award. Transitional provisions have not been included in this exposure draft pending the outcome of the review.

This draft does not represent the concluded view of the Commission in this matter.

No examples have been included in this exposure draft. Parties are asked to submit [examples](#) that clarify the operation of particular provisions.

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**Comment [KK1]:** It is noted that this Exposure Draft was prepared and issued by the Fair Work Commission prior to the insertion of the amendments from the Order issued on 15 December 2015 in AM2015/6 (AM2014/225) (PR57583). The Order took effect from the first full pay period that commenced on or after 21 December 2015. The clauses/paragraphs still requiring amendment have been noted with comments.

Exposure draft – Educational Services (Schools) General Staff Award 2015

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## Part 1—Application and Operation

### 1. Title and commencement

- 1.1 This award is the *Educational Services (Schools) General Staff Award 2015*.
- 1.2 This modern award, as varied, commenced operation on 1 January 2010.
- 1.3 A variation to this award does not affect any right, privilege, obligation or liability that a person acquired, accrued or incurred under the award as it existed prior to that variation.
- 1.4 Schedule I—Definitions sets out definitions that apply in this award.
- 1.5 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. The National Employment Standards and this award

- 2.1 The [National Employment Standards](#) (NES) and this award contain the minimum conditions of employment for employees covered by this award.
- 2.2 Where this award refers to a condition of employment provided for in the NES, the NES definition applies.
- 2.3 The employer must ensure that copies of the award and the NES are available to all employees to whom they apply, either on a notice board which is conveniently located at or near the workplace or through accessible electronic means.

### 3. Coverage

- 3.1 This industry award covers employers in the school education industry throughout Australia and their employees employed in the classifications contained in Schedule A—Classifications to the exclusion of any other modern award.
- 3.2 **School education industry** means the provision of education including preschool or early childhood education in a school, registered and/or accredited under the relevant authority in each state or territory or in an early childhood service operated by a school, including all operations of the school. Where the provision of school education is directed, managed and/or controlled by a central or regional administration of a system of schools it may also include persons involved in providing such services to schools.
- 3.3 This award does not apply to:
  - (a) a teacher engaged as such;

- (b) a principal or deputy principal, however named;
- (c) a bursar or business manager, however named being the most senior administrative employee employed with delegated authority to act for the employer; or
- (d) a member of a recognised religious teaching order and/or a Minister of Religion or a person engaged for the purpose of religious instruction, supervision of prayers or to undertake other religious duties of a non-teaching nature.

3.4 This award does not cover:

- (a) employees excluded from award coverage by the *Fair Work Act 2009* (Cth) (the Act);
- (b) 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; or
- (c) 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.

3.5 This award covers any employer which supplies labour on an on-hire basis in the industry set out in clauses 3.1 and 3.2 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.

3.6 This award covers employers which provide group training services for apprentices and/or trainees engaged in the industry and/or parts of industry set out at clauses 3.1 and 3.2 and those apprentices and/or trainees engaged by a group training service hosted by a company to perform work at a location where the activities described herein are being performed. This subclause operates subject to the exclusions from coverage in this award.

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

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

## 4. Award flexibility

4.1 Notwithstanding any other provision of this award, an employer and an individual employee may agree to vary the application of certain terms of this award to meet the genuine individual needs of the employer and the individual employee. The terms the



employer and the individual employee may agree to vary the application of, are those concerning:

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

**4.2** The employer and the individual employee must have genuinely made the agreement without coercion or duress. An agreement under this clause can only be entered into after the individual employee has commenced employment with the employer.

**4.3** The agreement between the employer and the individual employee must:

- (a) be confined to a variation in the application of one or more of the terms listed in clause 4.1; and
- (b) result in the employee being better off overall at the time the agreement is made than the employee would have been if no individual flexibility agreement had been agreed to.

**4.4** The agreement between the employer and the individual employee must also:

- (a) be in writing, name the parties to the agreement and be signed by the employer and the individual employee and, if the employee is under 18 years of age, the employee's parent or guardian;
- (b) state each term of this award that the employer and the individual employee have agreed to vary;
- (c) detail how the application of each term has been varied by agreement between the employer and the individual employee;
- (d) detail how the agreement results in the individual employee being better off overall in relation to the individual employee's terms and conditions of employment; and
- (e) state the date the agreement commences to operate.

**4.5** The employer must give the individual employee a copy of the agreement and keep the agreement as a time and wages record.

**4.6** Except as provided in clause 4.4(a) the agreement must not require the approval or consent of a person other than the employer and the individual employee.

**4.7** An employer seeking to enter into an agreement must provide a written proposal to the employee. Where the employee's understanding of written English is limited the employer must take measures, including translation into an appropriate language, to ensure the employee understands the proposal.

4.8 The agreement may be terminated:

- (a) by the employer or the individual employee giving 13 weeks' notice of termination, in writing, to the other party and the agreement ceasing to operate at the end of the notice period; or
- (b) at any time, by written agreement between the employer and the individual employee.

NOTE: If any of the requirements of [s.144\(4\)](#), which are reflected in the requirements of this clause, are not met then the agreement may be terminated by either the employee or the employer, giving written notice of not more than 28 days (see [s.145](#) of the Act).

4.9 The notice provisions in clause 4.8(a) only apply to an agreement entered into from the first full pay period commencing on or after 4 December 2013. An agreement entered into before that date may be terminated in accordance with clause 4.8(a), subject to four weeks' notice of termination.

4.10 The right to make an agreement pursuant to this clause is in addition to, and is not intended to otherwise affect, any provision for an agreement between an employer and an individual employee contained in any other term of this award.

## 5. Facilitative provisions

5.1 A facilitative provision provides that the standard approach in an award provision may be departed from by agreement between an employer and an individual employee, or an employer and the majority of employees in the enterprise or part of the enterprise concerned.

5.2 Facilitative provisions in this award are contained in the following clauses:

Clause	Provision	Agreement between an employer and:
9.6	Altering spread of hours— <del>boarding supervision services employees</del>	The majority of employees
16.5	Make-up time	An individual
21.3	Substitution of public holidays	The majority of employees

## Part 2—Types of Employment and Classifications

### 6. Types of employment

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

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

**6.2** At the time of engagement, an employer will inform each employee whether they are employed on a full-time, part-time or casual basis and the employee's classification.

### **6.3 Full-time employees**

A full-time employee is engaged to work:

- (a) 38 ordinary hours per week; or
- (b) an average of 38 ordinary hours per week in accordance with Part 3—Hours of Work.

### **6.4 Part-time employees**

Part-time employment provisions may be affected by [AM2014/196](#)

- (a) A part-time employee is engaged to work:
  - (i) less than 38 ordinary hours per week or less than an average of 38 hours per week; or
  - (ii) for less than the full school year [pursuant to clause 7 – Leave without pay during non-term weeks, and](#), and has reasonably predictable hours of work.
- (b) A part-time employee will be paid the minimum [hourly rate](#) for the relevant classification in clause 12—Minimum wages for each hour worked, and receives, on a pro rata basis, pay and conditions equivalent to those of full-time employees who do the same kind of work.
- (c) At the time of engagement, the employer and the part-time employee will agree in writing on a regular pattern of work specifying at least the hours worked each day, which days of the week the employee will work, the number of weeks of the school year the employee will work, and the actual starting and finishing times each day.
- (d) The terms of the agreement in clause 6.4(c) may be varied by agreement between the employer and employee. Any agreed variation to the hours of work will be recorded in writing.
- (e) **Reasonable additional hours**

An employer may require a part-time employee to work reasonable additional hours in accordance with clause 16.3.

### **6.5 Casual employees**

Casual employment provisions may be affected by [AM2014/197](#)

- (a) A casual employee is an employee who is engaged and paid as a casual employee.
- (b) **Casual loading**
  - (i) For each ordinary hour worked, a casual employee must be paid:
    - the minimum hourly rate; and

- a loading of **25%** of the minimum hourly rate,  
for the classification in which they are employed.
- (c) A casual employee must be paid at the termination of each engagement, or fortnightly or monthly in accordance with clause 12.5—Payment of wages.
- (d) **Minimum engagement**
  - (i) A casual employee will be engaged and paid for a minimum of two hours for each engagement.
  - (ii) **Preschool/childcare services employees**  
A preschool/childcare services employee working in an out of school hours care program may satisfy the two hour minimum by working one hour before school and one hour after school on the same day.

## 7. Leave without pay during non-term weeks

### 7.1 Arrangements

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

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

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

- (a) The formula in clause 7.2(b) may be used to calculate an annual salary for an employee whose contract of employment makes provision, in writing, for leave without pay during non-term weeks.
- (b) The adjusted annual salary for an employee is:

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

52.18

Where:

A means the employee's adjusted annual salary

C means the annual salary (as contained in clause 12—Minimum wages) for the employee’s classification

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

- (c) For the purpose of calculating any allowance or penalty for an employee, the allowance or penalty will be calculated on the minimum hourly rate applicable before the adjustment provided for in this clause is applied.
- (d) An employee may elect, in writing, to be paid only for the time worked (and therefore not during non-term weeks) rather than to be paid an adjusted annual salary as provided in clause 7.2(b).
- (e) Where a person employed as at 1 January 2010 was not employed:
  - (i) on a contract which allows for leave without pay during non-term weeks; or
  - (ii) under an award or notional agreement preserving State award (NAPSA) which permits an employee to be required to take leave without pay during non-term weeks (however expressed),

the employee must not be required to take leave without pay during non-term weeks or have their contract changed as a result of this award coming into operation.

- (f) The making of this award is not intended to prevent other arrangements for staff who are not required to work during non-term weeks to be agreed between the employer and majority of employees in a school.

Example – Adjusted annual salary (full-time employee)

For example:

Brad is a full-time employee classified at Level 3.1. The annual rate of pay for a full-time employee working 52.18 weeks of the school year is \$39,933.

Brad is required to take leave without pay during non-term weeks.

As there are 39.4 term weeks in the school year, Brad is required to work 39.4 term weeks.

The formula in clause 7.2(b) is:  $A = C \times (\text{working weeks} + 4 \text{ weeks annual leave})$

52.18

Calculating the adjusted annual salary:

Step 1:  $(\text{working weeks} + 4 \text{ weeks annual leave}) = 39.4 + 4 = 43.4$

Step 2:  $43.4/52.18 = 0.8317$

Step 3:  $\$39,933 \times 0.8317 = \$33,212$

Adjusted annual salary = \$33,212.

## 8. Classifications

- 8.1 A description of the classifications under this award is set out in Schedule A—Classifications.
- 8.2 All employees must be classified according to the structure set out in Schedule A—Classifications.
- 8.3 An employer must advise an employee in writing of their classification and of any changes to their classification.
- 8.4 Commencement level and progression will be determined in accordance with clause 12.2.

### **Part 3—Hours of Work**

#### **9. Ordinary hours of work—employees other than shiftworkers**

- 9.1 Ordinary hours of work for a full-time employee are 38 hours per week, except as otherwise provided by this clause.
- 9.2 The ordinary hours of work for a part-time or casual employee will be in accordance with clause 6—Types of employment.

**9.3** An employee's ordinary hours of work may be averaged over a period of:

- (a) for a curriculum/resources services employee employed in outdoor education, or a boarding supervision services employee—up to 12 months; and
- (b) for all other employees—two weeks or four weeks.

**9.4 Boarding supervision services employees**

Where a boarding supervision services employee's hours of work are averaged over a period of 12 months, the employee will be paid the applicable annual rate in clause 12 – [Minimum wages](#) for all weeks of the year, excluding periods of unpaid leave provided for in this award or the NES, and the following clauses will not apply:

- (a) clause 7—Leave without pay during non-term weeks;
- (b) clause 9.7—Rostered days off;
- (c) clause 10—Ordinary hours of work—shiftworkers;
- (d) clause 15—Penalty rates; and
- (e) clause 16—Overtime.

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

- (a) On any day from Monday to Friday between 7.00 am and 6.00 pm for the following groups of employees:
  - (i) Classroom support services;
  - (ii) Curriculum/resources services;
  - (iii) Wellbeing services;
  - (iv) School administration services; or
  - (v) School operational services—retail employees only.
- (b) On any day from Monday to Friday between 6.00 am and 6.00 pm for school operational services employees in the following groups:
  - (i) Construction, plumbing, carpentry, painting and other trades;
  - (ii) Cleaning, maintenance, school facilities management; or
  - (iii) Bus driving/non-trade vehicle maintenance.
- (c) On any day from Monday to Friday between 6.30 am and 6.30 pm for the following employees:
  - (i) Preschool/childcare/out of school hours care services; or
  - (ii) Nursing services.
- (d) On any day from Monday to Friday between 6.00 am and 6.00 pm and on Saturday between 6.00 am and 12 noon for gardening, turf maintenance and farming employees.

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

**9.6** Where a daily span of hours is specified, and there is mutual agreement between the employer and the majority of employees in the particular group in clause 9.5, the starting and finishing times may be varied by up to one hour so long as the total hours remain unchanged.

**9.7 Rostered days off**

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

- (a) The employee will work 152 hours over 19 days in each four week period with one rostered day off (RDO) on full pay in each period.
- (b) An employee will accrue 24 minutes for each eight hour day worked to give the employee an entitlement to take rostered days off (RDOs).
- (c) Each day of paid leave taken by an employee but not including:
  - (i) long service leave;
  - (ii) any period of stand-down;
  - (iii) any public holiday; or
  - (iv) any period of absence for which workers compensation payments apply occurring during any cycle of four weeks,will be regarded as a day worked for the purpose of accruing an entitlement under clause 9.7(b).
- (d) Rostered days off will not be regarded as part of the employee's annual leave for any purpose.
- (e) An employee will not be entitled to more than 12 RDOs in any 12 months of consecutive employment.
- (f) An employee who is scheduled to take a RDO before having worked a complete four week cycle will be paid a pro rata amount for the time that the employee has accrued in accordance with clause 9.7(b).



- (g) An employee whose employment is terminated in the course of a four week cycle will be paid a pro rata amount for the time that the employee has accrued in accordance with clause 9.7(b).
- (h) Rostered days off will be determined by mutual agreement between the employer and the employee, having regards to the needs of the place of employment.
- (i) An employee will be advised by the employer at least four weeks in advance of the day on which the employee is to be rostered off duty.

## **10. Ordinary hours of work—shiftworkers**

### **10.1 Ordinary hours for shiftwork**

The ordinary hours for shiftwork will:

- (a) be worked continuously each shift (except for broken shifts and meal breaks);
- (b) not exceed 10 hours, inclusive of a meal break in any single shift; and
- (c) be rostered in accordance with clause 10.2.

### **10.2 Rostering**

- (a) For employees working to a roster, a roster showing normal starting and finishing times and the name of each employee will be prepared by the employer and will be displayed in a place conveniently accessible to the employees at least seven days before the commencement of the roster period.
- (b) An employee may be rostered to work on a Saturday, Sunday or public holiday and will be paid the appropriate penalty in accordance with clause 15—Penalty rates.
- (c) **Altering the roster**
  - (i) A roster may be altered by mutual consent at any time or by amendment of the roster by the employer on seven days' notice subject to the provisions of clause 24.2 – Consultation about changes to rosters or hours of work.
  - (ii) Notwithstanding clause 10.2(c)(i) a roster may be altered at any time to enable the functions of the employer to be carried out where another employee is absent from work due to illness or in an emergency. In such circumstances, unless agreed between the employer and the employee, an employee must be given 48 hours' notice of a change to a rostered shift. If 48 hours' notice is not provided, the employee will be entitled to be paid **150%** of the minimum hourly rate instead of any other penalty that may apply.
  - (iii) Where the alteration requires an employee to work on a day which would otherwise have been the employee's day off, the day off instead will be arranged by mutual consent.

**(d) Broken shifts**

- (i) An employee may be rostered to work ordinary hours in a **broken shift** which is defined as a shift that is rostered in two periods of duty, exclusive of breaks, per day.
- (ii) Where an employee (other than a casual employee) is rostered to work a broken shift, the employee will be paid in accordance with the appropriate penalty in clause 15.4 with a minimum payment as for two hours for each period of duty.

Example – Broken shift (part-time employee)

Janet is a part-time employee classified at Level 3.1. Her hourly rate of pay is \$20.14.

Janet starts work at 7.00 am Thursday and finishes work at 9.00 am on Thursday. She recommences work at 2.00 pm on Thursday and works until 6.00 pm on Thursday.

Janet will:

- work 6 hours of ordinary time
- work a broken shift.

Calculating the ordinary time pay including the broken shift penalty:

Multiply the hourly rate of pay by the broken shift penalty and by the number of ordinary hours worked = \$20.14 x 115% x 6 = (\$23.16) x 6 = \$138.96

Janet is paid a total of \$138.96 for Thursday.

NOTE: Calculations in this example are based on the rounded hourly rates in Schedule B.

**11. Breaks**

**11.1 Unpaid meal breaks**

An employee will be entitled to an unpaid meal break of 30 minutes no later than five hours after starting work.

**11.2 Paid rest breaks**

(a) At a time suitable to the employer, an employee is entitled to a rest break of 10 minutes, which will be counted as time worked, for each period of three hours worked, with a maximum of two rest breaks per shift. The employer and an employee may agree to one rest break of 20 minutes in place of the two 10 minute rest breaks.

(b) **Classroom support services employee**

Notwithstanding clause 11.2(a), an employee in classroom support services is entitled to one rest break of 20 minutes, which will be counted as time worked.

**11.3 Breaks between periods of duty**

(a) **Length of the rest period**

**Comment [KK2]:** Please note that these clauses are still to be varied in accordance with the order in AM2015/6 (AM2014/225) issued on 15 December 2015 (PR57583).

An employee will be entitled to a minimum break of 10 consecutive hours between the end of one period of duty and the beginning of the next. This applies in relation to both ordinary hours and where overtime is worked.

**(b) Where the employee does not get a 10 hour rest**

The following conditions apply to an employee, who on the instructions of the employer, resumes or continues work without having had 10 consecutive hours off duty in accordance with clause 11.3(a):

- (i)** the employee is entitled to be absent from duty without loss of pay until a 10-hour break has been taken; or
  - (ii)** the employee is entitled to be paid **200%** of the minimum hourly rate until released from duty.
- (c)** The entitlements in clauses 11.3(a) and (b) do not apply to:
- (i)** a boarding supervision services employee, where the periods of duty are concurrent with a sleepover;

- (ii) an employee who is provided with accommodation on the employer's premises or in the vicinity of the employer's premises;
- (iii) an employee who is attending a school camp or excursion; or
- (iv) an employee working a broken shift.

**Comment [KK3]:** Please note that the clause is still to be varied in accordance with the order in AM2015/6 (AM2014/225) issued on 15 December 2015 (PR57583).

## Part 4—Wages and Allowances

### 12. Minimum wages

12.1 An employer must pay adult employees the following minimum wages for ordinary hours worked by the employee:

Employee classification level	Annual salary <sup>1</sup>	Minimum weekly rate	Minimum hourly rate
	\$	\$	\$
<b>Level 1</b>			
1.1	35,268.00	675.90	17.79
1.2	36,620.00	701.80	18.47
1.3	37,951.00	727.30	19.14
<b>Level 2</b>			
2.1	38,248.00	733.00	19.29
2.2	39,448.00	756.00	19.89
<b>Level 3</b>			
3.1	39,933.00	765.30	20.14
3.2	40,653.00	779.10	20.50
<b>Level 4</b>			
4.1	42,156.00	807.90	21.26
4.2	44,264.00	848.30	22.32
<b>Level 5</b>			
5.1	45,704.00	875.90	23.05
5.2	47,896.00	917.90	24.16
<b>Level 6</b>			
6.1	49,613.00	950.80	25.02
6.2	52,989.00	1,015.50	26.72
<b>Level 7</b>			
7.1	54,544.00	1,045.30	27.51
7.2	56,292.00	1,078.80	28.39
7.3	58,029.00	1,112.10	29.27

Employee classification level	Annual salary <sup>1</sup>	Minimum weekly rate	Minimum hourly rate
	\$	\$	\$
<b>Level 8</b>	63,200.00	1,211.20	31.87

<sup>1</sup> The annual salary will be determined by multiplying the weekly rate by 52.18 and rounding to the nearest dollar amount.

See Schedule B for a summary of hourly rates of pay including overtime and penalties.

## 12.2 Commencement level and progression

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

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

**Comment [KK4]:** Please note that the table is still to be varied in accordance with the order in AM2015/6 (AM2014/225) issued on 15 December 2015 (PR57583).

<b>Classification</b>	<b>Commencement level</b>
Curriculum/resources services grade 3 Preschool/childcare services grade 3A Boarding supervision services grade 3 Wellbeing services grade 2 School administration services grade 4 School operational services grade 4	Level 4.1
Instructional services grade 1	Level 4.2
Curriculum/resources services grade 4 Preschool/childcare services grade 4 Boarding supervision services grade 4 School administration services grade 5 School operational services grade 5 Instructional services grade 2	Level 5.1
Preschool/childcare services grade 5 Instructional services grade 3 Wellbeing services grade 3 Nursing services grade 1 School administration services grade 6 School operational services grade 6	Level 6.1
Wellbeing services grade 4 Nursing services grade 2 School administration services grade 7	Level 7.1
Preschool/childcare services grade 6 (1–39 places)	Level 7.2
Preschool/childcare services grade 6 (40–59 places)	Level 7.3
Nursing services grade 3 Preschool/childcare services grade 6 (60 or more places) Wellbeing services grade 5 School administration services grade 8	Level 8

### 12.3 Junior employees

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

<b>Age</b>	<b>% of adult rate</b>
Under 17 years of age	50
17 years of age	60

Age	% of adult rate
18 years of age	70
19 years of age	80
20 years of age	90

#### 12.4 Apprentice minimum wages

- (a) Apprentices may be employed in accordance with the provisions of Schedule D—Apprentices.
- (b) An apprentice, other than an adult apprentice, who commenced their apprenticeship before 1 January 2014 will be paid a percentage of the Level 3.1 rate as follows:

Year of apprenticeship	% of the Level 3.1 rate
First year	45
Second year	55
Third year	75
Fourth year	90

- (c) An apprentice, other than an adult apprentice, who commenced their apprenticeship on or after 1 January 2014 will be paid a percentage of the Level 3.1 rate as follows:

Year of apprenticeship	Have not completed	Have completed
	Year 12	Year 12
% of the Level 3.1 rate		
First year	50	55
Second year	60	65
Third year	75	75
Fourth year	90	90

#### (d) Adult apprentices

The rate of pay for an adult apprentice will be the rate prescribed for the lowest classification in clause 12.1, or the relevant rate prescribed in clause 12.4(b) or 12.4(c), whichever is the greater.

- (e) A person employed by an employer under this award immediately prior to entering into a training agreement as an adult apprentice with that employer must not suffer a reduction in their minimum wage by virtue of entering into the training agreement, provided that:
- (i) the person has been an employee in that enterprise for at least six months as a full-time employee; or
  - (ii) twelve months as a part-time or regular and systematic casual employee immediately prior to commencing the apprenticeship.

- (f) For the purpose only of fixing a minimum wage, the adult apprentice must continue to receive the minimum wage that applies to the classification specified in clause 12.1 in which the adult apprentice was engaged immediately prior to entering into the training agreement.

## 12.5 Payment of wages

- (a) Wages will be paid:
  - (i) once each fortnight; or
  - (ii) once every four weeks at the end of the first fortnight including payment for two weeks in arrears and two weeks in advance; or
  - (iii) once every month with payment being made as nearly as possible on the middle of each month including one half month in arrears and one half month in advance.

NOTE: Regulations 3.33(3) and 3.46(1)(g) of *Fair Work Regulations 2009* set out the requirements for pay records and the content of payslips including the requirement to separately identify any allowance paid.

- (b) An employer may elect to pay wages and allowances by cash, cheque or electronic funds transfer (EFT). Where wages are paid by EFT, the employee has the right to nominate the financial institution and the account.
- (c) Where an employee is being paid on a fortnightly basis on 1 January 2010, that employee will not have the basis of their payment changed as a result of the award coming into force.

## 12.6 Higher duties

- (a) An employer may direct an employee to temporarily perform duties applicable to a classification higher than their current classification.

### (b) Employees other than school operational services employees

An employee (other than a school operational service employee) who performs duties for more than five days that constitute the whole or substantially the whole type of duties which would attract the higher classification, will be paid the rate of pay applicable to the higher classification for the whole period during which the duties are performed.

### (c) School operational services employees

A school operational services employee who performs duties for one day or more that constitute the whole or substantially the whole type of duties which would attract the higher classification, will be paid the rate of pay applicable to the higher classification for the whole period during which the duties are performed.

## 12.7 Supported wage system

For employees who because of the effects of a disability are eligible for a supported wage, see Schedule E—Supported Wage System.



## 12.8 National training wage

For employees undertaking a traineeship, see Schedule F—National Training Wage.

## 13. Allowances

13.1 Employers must pay to an employee the allowances the employee is entitled to under this clause. See Schedule C for a summary of monetary allowances and method of adjustment.

### 13.2 Wage related allowances

#### (a) First aid allowance

##### (i) Application

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

- \$658.89 per annum; or
- \$2.75 per day.

##### (ii) Excluded employees

This allowance does not apply to:

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

#### (b) Sleepover allowance

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

- (i) the employee will be paid **\$43.93** per **sleepover**, which is defined as sleeping in at night to undertake duty of care requirements and to be on call for emergencies;
- (ii) where the employee is required by the employer to perform work during a sleepover, the employee will be paid **150%** of the minimum hourly rate for the time worked with a minimum payment as for 30 minutes;
- (iii) any time worked under clause 13.2(b)(ii) will not be taken into account for the purposes of clause 6—Types of employment, ~~and~~ clause 9—Ordinary hours of work – Employees other than shiftworkers and clause 10 – Ordinary hours of work - shiftworkers;

- (iv) the payments in clauses 13.2(b)(i) and (ii) will not extend beyond the period of the sleepover; and
- (v) the employee will be provided with suitable accommodation, including reasonably convenient bathroom facilities, at no cost to the employee.
- (vi) **Exception**

Where an employee is provided with reasonable accommodation, including living quarters, fuel and light, available to the employee for their exclusive use, the employee is not entitled to the sleepover allowance in clause 13.2(b).

**Comment [KK5]:** Please note that this clause is still to be varied in accordance with the order in AM2015/6 (AM2014/225) issued on 15 December 2015 (PR57583).

**(c) On call and recall allowance**

**(i) On call allowance**

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

**(ii) Recall allowance**

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

**(iii) Exception**

The on call and recall allowances do not apply to:

- an employee paid a sleepover allowance in accordance with clause 13.2(b); or
- an employee provided with reasonable accommodation, including living quarters, fuel and light, and available to the employee for their exclusive use at no cost to the employee.

**13.3 Expense related allowances**

**(a) Meal allowance**

- (i) Where the employer requires an employee to work more than two hours overtime after a period of work of at least 7.6 hours, the employer will provide the employee with a meal.
- (ii) If it is not possible to provide the employee with a meal, the employer will pay a meal allowance of **\$14.65** per occasion to the employee.
- (iii) The employer is not required to provide a meal or pay the allowance to an employee who could reasonably return home for a meal.
- (iv) An boarding supervision services employee ~~employed in a boarding role,~~ who is required by the employer to be on duty during meal times, is entitled to the meal provided to the school's boarding students.

**(b) Tool allowance**

Where an employer does not provide all tools necessary for a tradesperson to perform their work, a tradesperson will be paid **\$14.69** per week (except for a carpenter or joiner who must be paid **\$27.81** per week) extra for supplying and maintaining tools ordinarily required in the performance of their work as a tradesperson. An apprentice will receive the relevant percentage in clause 12.4—Apprentice minimum wages of this allowance.

**(c) Uniform/protective clothing allowance**

**(i)** Where an employer requires an employee to wear a uniform or protective clothing, which includes clothing and/or footwear, during the performance of the employee's duties, the employer will:

- provide the uniform or protective clothing, which includes the maintenance and laundering of the items; or
- provide a uniform or protective clothing allowance of **\$1.20** per day up to a maximum of **\$6.00** per week and a laundry allowance of **\$0.30** per day up to a maximum of **\$1.50** per week; or
- reimburse the employee for the purchase price of the uniform or protective clothing and provide a laundry allowance of **\$0.30** per day up to a maximum of **\$1.50** per week, if the employer does not launder the items.

**(ii)** Where an employee is required to work in the rain they will be supplied with adequate rainproof clothing.

**(d) Vehicle allowance**

**(i)** An employee required by the employer to use the employee's motor vehicle in the performance of duties must be paid the following allowances:

- Motor car—**\$0.78** per kilometre with a maximum payment as for 400 kilometres per week.
- Motorcycle—**\$0.26** per kilometre with a maximum payment as for 400 kilometres per week.

**(ii)** Where an employer provides a motor vehicle which is used by an employee in the performance of the employee's duties, the employer must pay all expenses including registration, running and maintenance.

**(e) Caretakers' accommodation**

**(i)** An employee who is employed as a caretaker and who is required by the employer to reside in premises provided by the employer, will be provided with living quarters, fuel and light at no cost to the employee.

**(ii)** The on call and recall allowances in clause 13.2(c) do not apply to a caretaker provided with accommodation.

See Schedule C for a summary of monetary allowances and method of adjustment.

## 14. Superannuation

### 14.1 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.

### 14.2 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.

### 14.3 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 14.2.
- (b) An employee may adjust the amount the employee has authorised their employer to pay from the wages of the employee from the first of the month following the giving of three months' written notice to their employer.
- (c) The employer must pay the amount authorised under clauses 14.3(a) or (b) no later than 28 days after the end of the month in which the deduction authorised under clauses 14.3(a) or (b) was made.

### 14.4 Superannuation fund

Unless, to comply with superannuation legislation, the employer is required to make the superannuation contributions provided for in clause 14.2 to another superannuation fund that is chosen by the employee, the employer must make the superannuation contributions provided for in clause 14.2 and pay the amount authorised under clauses 14.3(a) or (b) to one of the following superannuation funds or its successor:

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

- (c) Catholic Super (CSF);
- (d) Combined Fund;
- (e) The Victorian Independent Schools Superannuation Fund;
- (f) HESTA Super Fund;
- (g) CareSuper;
- (h) AustralianSuper;
- (i) Tasplan;
- (j) Sunsuper;
- (k) Queensland Independent Education and Care Superannuation Trust;
- (l) AMP Superannuation Savings Trust;
- (m) Concept One Superannuation ~~Plan~~;
- (n) Lutheran Super;
- (o) Christian Super;
- (p) any superannuation fund to which the employer was making superannuation contributions for the benefit of its employees before 12 September 2008, provided the superannuation fund is an eligible choice fund and is a fund that offers a MySuper product or is an exempt public sector superannuation scheme; or
- (q) a superannuation fund or scheme of which the employee is a defined benefit member ~~of~~.

## Part 5—Penalties and Overtime

### 15. Penalty rates

#### 15.1 Definitions

The following shift definitions apply:

- (a) **day shift** is a shift which starts and finishes wholly within the spread of ordinary hours identified in clause 9.5;
- (b) **afternoon shift** is a shift which is not a day shift and which finishes after the ordinary hours identified in clause 9.5, and at or before midnight;
- (c) **night shift** is a shift which is not a day shift and which finishes after midnight and at or before 6.00 am.

#### 15.2 Payment for shiftwork

- (a) An employee working an afternoon shift or night shift will be paid **115%** of the minimum hourly rate.

- (b) An employee working a permanent night shift will be paid **130%** of the minimum hourly rate.

### 15.3 Saturday and Sunday work

- (a) An employee other than an employee covered by clause 15.3(b) required to work ordinary hours on a Saturday or Sunday will be paid the following:

- (i) **150%** of the minimum hourly rate for ordinary hours worked on a Saturday; and

- (ii) **200%** of the minimum hourly rate for ordinary hours worked on a Sunday.

- (b) **Exception**

A school operational services employee in the cooking/catering group, or a boarding supervision services employee who is not working averaged hours in accordance with the provisions of clause 9.3, rostered to work ordinary hours will be paid the following:

- (i) **125%** of the minimum hourly rate for ordinary hours worked on a Saturday; and

- (ii) **175%** of the minimum hourly rate for ordinary hours worked on a Sunday.

### 15.4 Broken shifts

- (a) An employee, other than a casual employee, rostered to work ordinary hours in a broken shift will be paid **115%** of the minimum hourly rate with a minimum payment as for of two hours for each period of duty.

- (b) The broken shift penalty under clause 15.4(a) is in addition to any other applicable penalty under clause 15.2 – Payment for shiftwork, clause 15.3 – Saturday and Sunday work and clause 16 – Overtime.

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

- ~~(e)~~(d) The provisions of clause 15.4(~~b~~c) do not apply to a boarding supervision services employee who is provided with reasonable accommodation including living quarters, fuel and light, and available to the employee for their exclusive use for 52 weeks of the year, at no cost to the employee.

- 15.5 The penalty rates within ~~this~~ clause 15.2 – Payment for shiftwork, relating to afternoon and evening shifts, and clause 15.3 – Saturday and Sunday work and in clause 16—Overtime are not cumulative. Where an employee is entitled to more than one penalty or overtime rate, the employee will be entitled to the highest single penalty rate.

## 16. Overtime

### 16.1 Definition of overtime

Overtime is any authorised work performed outside of or in excess of the ordinary or

rostered hours.

## 16.2 Overtime rates

- (a) Where an employee works overtime the employer must pay the employee overtime rates as follows:

For overtime worked on	Overtime rate % of minimum hourly rate
Monday to Saturday <sup>1</sup> —first 3 hours	150
Monday to Saturday <sup>1</sup> —after 3 hours	200
Sunday <sup>1</sup>	200
Public holidays	250

<sup>1</sup> A nursing services employee rostered to work overtime on a Saturday or Sunday will be paid **150%** of the minimum hourly **rate** for all time

- (b) Overtime will be calculated daily.

## 16.3 Reasonable additional hours—part-time employees

- (a) An employer may require a part-time employee to work reasonable additional hours in accordance with clause 16.3.

(a)(b) **Where the employee's hours are averaged**

The employee will be paid for all additional hours at the applicable casual hourly rate for all hours worked that:

- (i) fall within the applicable daily spread of hours in clause 9.5;
- (ii) do not result in the employee working more than eight hours on that day; and
- (iii) do not result in an employee whose hours are averaged, ~~to working~~ more than the allowed maximum weekly ordinary hours during the averaging period.

(b)(c) The employee will be paid for all additional hours at the applicable overtime rate in clause 16—Overtime for all hours worked that:

- (i) Are outside the applicable daily spread of hours in clause 9.5; and
- (ii) result in the employee working more than eight hours on that day, or
- (iii) result in an employee whose hours are averaged, ~~to working~~ more than the allowed maximum weekly ordinary hours during the averaging period.

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

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

## 16.4 Time off instead of overtime payment

This provision may be affected by [AM2014/300](#) – see [draft determination](#)

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- (a) An employee and an employer may agree that an employee will be provided with time off instead of payment for overtime.
- (b) Overtime taken as time off during ordinary hours must be taken at the ordinary time rate, that is, an hour for each hour worked.
- (c) Where an employee and an employer have agreed to time off instead of payment for overtime under clause 16.4(a) and such time has not been taken:
  - (i) within four weeks of accrual; or
  - (ii) during the non-term weeks agreed in writing between an employee and an employer;

an employer must, if requested by an employee, provide payment, at the applicable overtime rate provided for in clause 16.2.

### 16.5 Make-up time

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

## Part 6—Leave, Public Holidays and Other NES Entitlements

### 17. Annual leave

This annual leave provision may be affected by [AM2014/47](#) – see [draft determination](#)

- 17.1 Annual leave is provided for in the NES. This clause supplements the NES provisions.
- 17.2 An employer may require an employee to take their annual leave during non-term weeks.
- 17.3 **Payment for annual leave**
  - (a) During a period of annual leave, an employee will receive a loading calculated on the rate of wage prescribed in clause 12—Minimum wages of this award. Annual leave loading is payable on leave accrued on the following bases:
    - (i) **Day workers**

Employees who would have worked on day work only had they not been on leave—**17.5%** of their ordinary rate of pay.
    - (ii) **Shiftworkers**

Employees who would have worked on shiftwork had they not been on leave—**17.5%** of their ordinary rate of pay or the applicable shift loading, whichever is the greater.
  - (b) **Exception**

An employer may, at its election, pay:

- (i) annual leave loading to the employee with each salary payment throughout the school year by increasing the annual rate of pay as at the commencement of the school year, or as subsequently varied, by **1.3426%**. Where an employer elects to pay annual leave loading with each salary payment throughout the school year, the employer must advise the employee in writing; or
- (ii) annual leave loading in respect of the school year to the employee with the first salary payment in December of that school year at the rate of pay applicable on 1 December of that school year.

NOTE: Where an employee is receiving overaward payments such that the employee's base rate of pay is higher than the rate specified under this award, the employee is entitled to receive the higher rate while on a period of paid annual leave (see ss.16 and 90 of the Act).

#### 17.4 Paid leave in advance of accrued entitlement

- (a) An employer may allow an employee to take annual leave either wholly or partly in advance before the leave has accrued.
- (b) Where paid leave has been granted to an employee in excess of the employee's accrued entitlement, and the employee subsequently leaves or is discharged from the service of the employer before completing the required amount of service to account for the leave provided in advance, the employer is entitled to deduct the amount of leave in advance still owing from any remuneration payable to the employee upon termination of employment.

#### 18. Personal/carer's leave and compassionate leave

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

#### 19. Parental leave and related entitlements

Parental leave and related entitlements are provided for in the NES.

#### 20. Community service leave

Community service leave is provided for in the NES.

#### 21. Public holidays

Public holidays provisions may be affected by [AM2014/301](#)

21.1 Public holiday entitlements are provided for in the NES.

##### 21.2 Payment for work on a public holiday

An employee required to work on a public holiday will be paid **250%** of the minimum hourly rate for ordinary hours worked, unless the employer and the employee have agreed to the employee taking a day off instead of payment in which

**Comment [KK6]:** It is noted that this percentage has been incorrect from the date that the 2010 modern award commenced. That is, 17.5% of 4 weeks' salary equates to 1.3415% of annual salary.

If reference is made to the cl.23 of the *Educational Services (Teachers) Award 2010*, the loading expressed on an annual basis is 1.342% (which is 1.3415% rounded to three decimal places).

case the employee will be paid the minimum hourly rate for work on the public holiday.

### **21.3 Substitution of public holidays**

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

## **22. Termination of employment**

22.1 Notice of termination is provided for in the NES.

### **22.2 Notice of termination by an employee**

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

### **22.3 Job search entitlement**

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

## **23. Redundancy**

23.1 Redundancy pay is provided for in the NES.

### **23.2 Transfer to lower paid duties**

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

### **23.3 Employee leaving during notice period**

An employee given notice of termination in circumstances of redundancy may terminate their employment during the period of notice. The employee is entitled to receive the benefits and payments they would have received under this clause had

they remained in employment until the expiry of the notice, but is not entitled to payment instead of notice.

#### **23.4 Job search entitlement**

- (a) An employee given notice of termination in circumstances of redundancy must be allowed up to one day's time off without loss of pay during each week of notice for the purpose of seeking other employment.
- (b) If the employee has been allowed paid leave for more than one day during the notice period for the purpose of seeking other employment, the employee must, at the request of the employer, produce proof of attendance at an interview or they will not be entitled to payment for the time absent. For this purpose a statutory declaration is sufficient.
- (c) This entitlement applies instead of clause 22.3

### **Part 7—Consultation and Dispute Resolution**

#### **24. Consultation**

##### **24.1 Consultation regarding major workplace change**

###### **(a) Employers to notify**

- (i) Where an employer has made a definite decision to introduce major changes in production, program, organisation, structure or technology that are likely to have significant effects on employees, the employer must notify the employees who may be affected by the proposed changes and their representatives, if any.
- (ii) **Significant effects** include termination of employment; major changes in the composition, operation or size of the employer's workforce or in the skills required; the elimination or diminution of job opportunities, promotion opportunities or job tenure; the alteration of hours of work; the need for retraining or transfer of employees to other work or locations; and the restructuring of jobs. Provided that where this award makes provision for alteration of any of these matters an alteration is deemed not to have significant effect.

###### **(b) Employers to discuss change**

- (i) The employer must discuss with the employees affected and their representatives, if any, the introduction of the changes referred to in clause 24.1(a), the effects the changes are likely to have on employees and measures to avert or mitigate the adverse effects of such changes on employees and must give prompt consideration to matters raised by the employees and/or their representatives in relation to the changes.
- (ii) The discussions must commence as early as practicable after a definite decision has been made by the employer to make the changes referred to in clause 24.1(a).

- (iii) For the purposes of such discussion, the employer must provide in writing to the employees concerned and their representatives, if any, all relevant information about the changes including the nature of the changes proposed, the expected effects of the changes on employees and any other matters likely to affect employees provided that no employer is required to disclose confidential information the disclosure of which would be contrary to the employer's interests.

## **24.2 Consultation about changes to rosters or hours of work**

- (a) Where an employer proposes to change an employee's regular roster or ordinary hours of work, the employer must consult with the employee or employees affected and their representatives, if any, about the proposed change.
- (b) The employer must:
  - (i) provide to the employee or employees affected and their representatives, if any, information about the proposed change (for example, information about the nature of the change to the employee's regular roster or ordinary hours of work and when that change is proposed to commence);
  - (ii) invite the employee or employees affected and their representatives, if any, to give their views about the impact of the proposed change (including any impact in relation to their family or caring responsibilities); and
  - (iii) give consideration to any views about the impact of the proposed change that are given by the employee or employees concerned and/or their representatives.
- (c) The requirement to consult under this clause does not apply where an employee has irregular, sporadic or unpredictable working hours.
- (d) These provisions are to be read in conjunction with other award provisions concerning the scheduling of work and notice requirements.

## **25. Dispute resolution**

- 25.1** In the event of a dispute about a matter under this award, or a dispute in relation to the NES, in the first instance the parties must attempt to resolve the matter at the workplace by discussions between the employee or employees concerned and the relevant supervisor. If such discussions do not resolve the dispute, the parties will endeavour to resolve the dispute in a timely manner by discussions between the employee or employees concerned and more senior levels of management as appropriate.
- 25.2** If a dispute about a matter arising under this award or a dispute in relation to the NES is unable to be resolved at the workplace, and all appropriate steps under clause 25.1 have been taken, a party to the dispute may refer the dispute to the Fair Work Commission.
- 25.3** The parties may agree on the process to be utilised by the Fair Work Commission including mediation, conciliation and consent arbitration.

- 25.4** Where the matter in dispute remains unresolved, the Fair Work Commission may exercise any method of dispute resolution permitted by the Act that it considers appropriate to ensure the settlement of the dispute.
- 25.5** An employer or employee may appoint another person, organisation or association to accompany and/or represent them for the purposes of this clause.
- 25.6** While the dispute resolution procedure is being conducted, work must continue in accordance with this award and the Act. Subject to applicable occupational health and safety legislation, an employee must not unreasonably fail to comply with a direction by the employer to perform work, whether at the same or another workplace, that is safe and appropriate for the employee to perform.

DRAFT

## Schedule A—Classifications

### A.1 Definitions

#### A.1.1 Definition 1: Supervision

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

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

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

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

#### A.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.

**A.1.3 Definition 3: Classification dimensions**

**(a) Competency**

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

**(b) Judgment, independence and problem solving**

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

**(c) Level of supervision**

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

**(d) Training level or qualifications**

The type and duration of training which the duties of the classification level typically require for effective performance. Training is the process of acquiring



skills and knowledge through formal education, on-the-job instruction or exposure to procedures.

**(e) Occupational equivalent**

Examples of occupations typically falling within each classification level.

**(f) Typical activities**

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

## **A.2 Classifications**

### **A.2.1 Level 1**

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

**(a) Competency**

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

**(b) Judgment, independence and problem solving**

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

**(c) Level of supervision**

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

**(d) Training level or qualifications**

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

**(e) Typical activities**

**(i) Classroom support services grade 1**

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

**(ii) Preschool/childcare services grade 1**

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

**(iii) School administration services grade 1**

- Performing a range of general clerical duties at a basic level, for example, filing, handling mail, maintaining records, data entry
- Operating routine office equipment, such as a computer, photocopier, scanner, facsimile, binding machine, guillotine, franking machine, calculator, etc.
- Performing a reception function, including providing information and making referrals in accordance with school procedures
- Carrying out minor cash transactions including receipting, balancing and banking
- Monitoring and maintaining stock levels of stationery/materials within established parameters, including reordering

- *Occupational equivalent:* clerical assistant, data entry operator, front desk/reception assistant

**(iv) School operational services grade 1**

- Performing general labouring tasks
- Performing general gardening tasks, including preparing grounds and undertaking planting
- Performing horticultural duties in areas such as sports playing fields, garden maintenance and foliage control
- Performing basic gardening and outdoor maintenance
- Performing basic maintenance
- Performing a range of industrial cleaning tasks
- Moving furniture and equipment
- Assisting in a school retail facility, such as a canteen, uniform shop or book shop
- Assisting trades personnel with manual duties
- Taking general care of school vehicles, including driving buses for less than 25 passengers
- Undertaking elementary food preparation and cooking duties, cleaning and tidying the kitchen and its equipment
- Performing gardening duties such as the planting and trimming of trees, sowing, planting and cutting of grass and the watering of plants, gardens, trees, lawns and displays
- Removing cuttings, raking leaves, cleaning/emptying litter bins, cleaning gutters/drains/culverts
- Performing routine maintenance of turf, synthetic, artificial and other play surfaces
- Performing non-trade tasks incidental to the employee's work
- Performing general laundry duties
- Performing general house assistant duties in a boarding house, such as cleaning
- Performing minor repairs to linen or clothing such as buttons, zips, seams and working with flat materials
- Cleaning, dusting and polishing in classrooms or other public areas of the school
- Making and/or serving morning/afternoon tea, including washing up and other duties in connection with such work other than meals/refreshments in the school's main dining area

- *Occupational equivalent*: cleaner, kitchen assistant, laundry assistant, grounds/maintenance assistant, retail assistant, bus driver, handyperson, attendant, trades assistant

## A.2.2 Level 2

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

### (a) Competency

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

### (b) Judgment, independence and problem solving

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

### (c) Level of supervision

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

### (d) Training level or qualifications

Level 2 duties typically require:

- a skill level which assumes and requires knowledge, training or experience relevant to the duties to be performed;
- completion of Year 12 without work experience;
- completion of Certificates I or II with work related experience; or
- an equivalent combination of experience and training.

### (e) Typical activities

#### (i) Classroom support services grade 2

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

**Comment [KK7]:** Please note that this paragraph is still to be varied in accordance with the order in AM2015/6 (AM2014/225) issued on 15 December 2015 (PR57583).

**Comment [KK8]:** Please note that a new classification (Instructional services grade 1) is still to be inserted in accordance with the order in AM2015/6 (AM2014/225) issued on 15 December 2015 (PR57583).

**(ii) Curriculum/resources services grade 1**

- Performing a range of basic library transactions, including processing, cataloguing and accessioning books, stocktaking, preparing display materials, using circulation systems, general photocopying and related clerical tasks
- Maintaining, controlling, operating and demonstrating the use of audio-visual equipment, where there is limited complexity, including assisting with audio and video recording
- Maintaining booking and repair/replacement systems for equipment
- Maintaining catalogues of recorded programs in accordance with established routines, methods and procedures
- Maintaining equipment and materials
- Caring for fauna and flora
- Preparing teaching aids under direction
- Preparing standard solutions and less complex experiments
- Assisting students and teachers to use the catalogue and/or locate books and resource materials
- Explaining the function and use of library and library equipment to students
- Under direction, assisting teaching staff to take story groups
- Searching and identifying fairly complex bibliographic material, organising inter-library loans
- Answering ready references inquiries
- Operating a wide range of audio-visual or computer equipment
- Demonstrating and explaining the operation of audio-visual, computer and other similar equipment
- Providing technical support to teachers
- Recording materials by means of sound and photographic equipment, etc.
- Evaluating and making recommendations for the purchase of technical or computer equipment
- Implementing measures for proper storage control and handling or disposal of dangerous or toxic substances
- Culturing, preparing for use and being responsible to the relevant manager for the security of bacterial, viral or other like substances
- Ordering supplies and materials

- Within a defined range of contexts, where the choice of actions is clear, maintaining scientific equipment, materials and specimens
- Assisting with the design/demonstration of experiments and scientific equipment, as directed
- *Occupational equivalent:* library assistant, laboratory assistant, technology centre assistant

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

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

**(iv) Boarding supervision services grade 1**

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

**(v) Wellbeing services grade 1**

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

**(vi) School administration services grade 2**

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

**(vii) School operational services grade 2**

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

**A.2.3 Level 3**

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

**(a) Competency**

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

**(b) Judgment, independence and problem solving**

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

**(c) Level of supervision**

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

**(d) Training level or qualifications**

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

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

**(e) Typical activities**

**(i) Classroom support services grade 3**

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

**(ii) Curriculum/resources services grade 2**

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

**Comment [KK9]:** Please note that an additional sentence is still to be added in accordance with the order in AM2015/6 (AM2014/225) issued on 15 December 2015 (PR57583).

**Comment [KK10]:** Please note that a new classification (Instructional services grade 2) is still to be added in accordance with the order in AM2015/6 (AM2014/225) issued on 15 December 2015 (PR57583).



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

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

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

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

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

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

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

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

**(vi) School operational services grade 3**

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

#### A.2.4 Level 4

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

**(a) Competency**

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

**(b) Judgment, independence and problem solving**

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

**(c) Level of supervision**

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

**(d) Training level or qualifications**

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

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

**Comment [KK11]:** Please note that a sentence is still to be added in accordance with the order in AM2015/6 (AM2014/225) issued on 15 December 2015 (PR57583).

**(e) Typical activities**

**(i) Curriculum/resources services grade 3**

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

**(ii) Preschool/childcare services grade 3A**

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

**(iii) Boarding supervision services grade 3**

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

**(iv) Wellbeing services grade 2**

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

**(v) School administration services grade 4**

- Responsibility for the smooth and efficient financial administration of a small school
- Responsibility for both secretarial and financial administration of a school office in a small school
- Using computer software packages, including desktop publishing, database and/or web software, at an advanced level

- Planning and setting up spreadsheets and database applications
- Initiating and handling correspondence, which may include confidential correspondence
- Calculating and maintaining wage and salary records for a large payroll utilising a variety of routines, methods and procedures
- Applying inventory and purchasing control procedures
- Preparing monthly summaries of debtors and creditors ledger transactions with reconciliations
- Controlling the purchasing and storage for a discrete function
- Supervising and maintaining hardware and software components of a computer network, with appropriate support for users
- Preparing complex financial and administrative systems
- Undertaking responsibility for the co-ordination and ongoing management of fundraising activities or special projects where an advanced level of clerical and administrative skill is required
- *Occupational equivalent:* senior administration assistant, office supervisor, finance officer, school registrar, school secretary (large school), principal's secretary, school development officer

**(vi) School operational services grade 4**

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

**(vii) Instructional services grade 1**

- Instructing individual students as part of an extra-curricula instrumental music program
- Providing assistance in the training and coaching of individuals and teams in various sporting disciplines
- *Occupational equivalent:* instrumental music tutor, sports coach

**Comment [KK12]:** Please note that this classification (title and content) is still to be changed in accordance with the order in AM2015/6 (AM2014/225) issued on 15 December 2015 (PR57583).

### A.2.5 Level 5

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

#### (a) Competency

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

#### (b) Judgment, independence and problem solving

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

#### (c) Level of supervision

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

#### (d) Training level or qualifications

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

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

#### (e) Typical activities

##### (i) Curriculum/resources services grade 4

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

**Comment [KK13]:** Please note that a sentence is still to be added in accordance with the order in AM2015/6 (AM2014/225) issued on 15 December 2015 (PR57583).

- *Occupational equivalent:* professional assistant

**(ii) Preschool/childcare services grade 4**

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

**(iii) Boarding supervision services grade 4**

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

**(iv) School administration services grade 5**

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

(v) **School operational services grade 5**

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

(vi) **Instructional services grade 2**

- Preparing instrumental music students for external examination in their discipline as part of an extra-curricula program
- Coaching and trains sporting teams for external competition
- *Occupational equivalent:* music tutor, sports coach, trainer

**Comment [KK14]:** Please note that the classification (title and content) is still to be varied in accordance with the order in AM2015/6 (AM2014/225) issued on 15 December 2015 (PR57583).

**A.2.6 Level 6**

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

**(a) Competency**

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

**(b) Judgment, independence and problem solving**

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



**(c) Level of supervision**

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

**(d) Training level or qualifications**

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

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

**(e) Typical activities**

**(i) Preschool/childcare services grade 5**

- *Occupational equivalent:* operating as the assistant director:
- Responsibility for co-ordinating and directing the activities of employees, including the employees engaged in the implementation and evaluation of developmentally appropriate programs
- Contributing, through the director, to the development of the facility or policies and procedures
- Co-ordinating operations, including occupational health and safety, program planning, staff training
- Taking responsibility for the day-to-day management of the facility in the temporary absence of the director and for management and compliance with all licensing and all statutory and quality assurance issues
- *Occupational equivalent:* operating as the co-ordinator:
- Undertaking additional responsibilities, including co-ordinating the activities of more than one group, supervising employees, trainees and students on placement and assisting in administrative functions

**(ii) Wellbeing services grade 3**

- Performing guidance and counselling, within defined accountabilities
- Providing specialist health services and/or therapy services to students
- *Occupational equivalent:* psychologist, speech therapist, occupational therapist

**Comment [KK15]:** Please note that a sentence is still to be added in accordance with the order in AM2015/6 (AM2014/225) issued on 15 December 2015 (PR57583).

**(iii) Nursing services grade 1**

- Providing primary nursing care with its associated administrative responsibilities
- *Occupational equivalent:* school nurse

**(iv) School administration services grade 6**

- Operating and being responsible for a structurally and/or operationally defined section
- Providing professional advice to students and employees on the employee's area of expertise
- Responsibility for professional development of other employees
- Contributing to operational and strategic planning in the area of responsibility
- *Occupational equivalent:* public relations manager/director, school development manager

**(v) School operational services grade 6**

- Managing a range of functions
- *Occupational equivalent:* property manager

**(vi) Instructional services grade 3**

- Conducting and co-ordinating a school choir, band or musical ensemble or more than one of these
- Supervising other coaching staff and managing sporting facilities
- *Occupational equivalent:* choir master, conductor, head coach

**A.2.7 Level 7**

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

**(a) Competency**

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

**Comment [KK16]:** Please note that the classification (title and content) is still to be varied in accordance with the order in AM2015/6 (AM2014/225) issued on 15 December 2015 (PR57583).

**(b) Judgment, independence and problem solving**

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

**(c) Level of supervision**

Broad direction. May manage other employees including general employees.

**(d) Training level or qualifications**

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

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

**(e) Typical activities**

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

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

**(ii) Wellbeing services grade 4**

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

**(iii) Nursing services grade 2**

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

**(iv) School administration services grade 7**

- Preparing advice, reports, proposals or submissions, using a high level of expertise, for the senior executives of the school and/or outside bodies
- Providing financial advice to the principal or the business manager
- Managing the school's financial system
- Performing information technology tasks requiring professional qualifications involving analysis, design or computation and drawing upon advanced techniques and methods at an advanced level
- *Occupational equivalent:* information technology manager (medium school)

**A.2.8 Level 8**

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

**(a) Competency**

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

**(b) Judgment, independence and problem solving**

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

**(c) Level of supervision**

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

**(d) Training level or qualifications**

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

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

**(e) Typical activities**

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

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

**(ii) Wellbeing services grade 5**

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

**(iii) Nursing services grade 3**

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

**(iv) School administration services grade 8**

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

## Schedule B—Summary of Hourly Rates of Pay

NOTE: Employers who meet their obligations under this schedule are meeting their obligations under the award.

### B.1 Full-time and part-time adult employees

#### B.1.1 Full-time and part-time adult employees—ordinary and penalty rates

	Ordinary hours	Saturday <sup>1</sup>	Saturday <sup>2</sup>	Sunday <sup>1</sup>	Sunday <sup>2</sup>	Public holiday
	% of minimum hourly rate					
	100%	125%	150%	175%	200%	250%
	\$	\$	\$	\$	\$	\$
<b>Level 1</b>						
1.1	17.79	22.24	26.69	31.13	35.58	44.48
1.2	18.47	23.09	27.71	32.32	36.94	46.18
1.3	19.14	23.93	28.71	33.50	38.28	47.85
<b>Level 2</b>						
2.1	19.29	24.11	28.94	33.76	38.58	48.23
2.2	19.89	24.86	29.84	34.81	39.78	49.73
<b>Level 3</b>						
3.1	20.14	25.18	30.21	35.25	40.28	50.35
3.2	20.50	25.63	30.75	35.88	41.00	51.25
<b>Level 4</b>						
4.1	21.26	26.58	31.89	37.21	42.52	53.15
4.2	22.32	27.90	33.48	39.06	44.64	55.80
<b>Level 5</b>						
5.1	23.05	28.81	34.58	40.34	46.10	57.63
5.2	24.16	30.20	36.24	42.28	48.32	60.40
<b>Level 6</b>						
6.1	25.02	31.28	37.53	43.79	50.04	62.55
6.2	26.72	33.40	40.08	46.76	53.44	66.80
<b>Level 7</b>						
7.1	27.51	34.39	41.27	48.14	55.02	68.78
7.2	28.39	35.49	42.59	49.68	56.78	70.98
7.3	29.27	36.59	43.91	51.22	58.54	73.18

	Ordinary hours	Saturday <sup>1</sup>	Saturday <sup>2</sup>	Sunday <sup>1</sup>	Sunday <sup>2</sup>	Public holiday
	% of minimum hourly rate					
	100%	125%	150%	175%	200%	250%
	\$	\$	\$	\$	\$	\$
<b>Level 8</b>	31.87	39.84	47.81	55.77	63.74	79.68
<sup>1</sup> Rate for School operational services employee in the cooking/catering group and boarding supervision services employee not working averaged hours in accordance with clause 9.3.						
<sup>2</sup> Rate for all other employees working ordinary hours on a Saturday (see clause 9.5)						

**B.1.2 Full-time and part-time adult employees—shiftwork penalty rates**

	Afternoon & night	Broken shift	Permanent night
	% of minimum hourly rate		
	115%	115%	130%
	\$	\$	\$
<b>Level 1</b>			
1.1	20.46	20.46	23.13
1.2	21.24	21.24	24.01
1.3	22.01	22.01	24.88
<b>Level 2</b>			
2.1	22.18	22.18	25.08
2.2	22.87	22.87	25.86
<b>Level 3</b>			
3.1	23.16	23.16	26.18
3.2	23.58	23.58	26.65
<b>Level 4</b>			
4.1	24.45	24.45	27.64
4.2	25.67	25.67	29.02
<b>Level 5</b>			
5.1	26.51	26.51	29.97
5.2	27.78	27.78	31.41
<b>Level 6</b>			
6.1	28.77	28.77	32.53
6.2	30.73	30.73	34.74

**Comment [KK17]:** Amendment by the Fair Work Commission required, as the broken shift penalty may apply to a afternoon, night or permanent night shift, that is:

- afternoon/night shift - 115%
- afternoon/night shift plus broken shift - 130%
- permanent night shift - 130%
- permanent night shift plus broken shift - 145%
- broken shift - 115%

	Afternoon & night	Broken shift	Permanent night
	% of minimum hourly rate		
	115%	115%	130%
	\$	\$	\$
<b>Level 7</b>			
7.1	31.64	31.64	35.76
7.2	32.65	32.65	36.91
7.3	33.66	33.66	38.05
<b>Level 8</b>	36.65	36.65	41.43

**B.1.3 Full-time and part-time adult employees—overtime rates**

	Monday to Friday		Saturday—employees other than Nursing services employees		Sunday—employees other than Nursing services employees	Saturday & Sunday—Nursing services employees <sup>1</sup>	Public holiday
	First 3 hours	After 3 hours	First 3 hours	After 3 hours			
	% of minimum hourly rate						
	150%	200%	150%	200%	200%	150%	250%
	\$	\$	\$	\$	\$	\$	\$
<b>Level 1</b>							
1.1	26.69	35.58	26.69	35.58	35.58	–	44.48
1.2	27.71	36.94	27.71	36.94	36.94	–	46.18
1.3	28.71	38.28	28.71	38.28	38.28	–	47.85
<b>Level 2</b>							
2.1	28.94	38.58	28.94	38.58	38.58	–	48.23
2.2	29.84	39.78	29.84	39.78	39.78	–	49.73
<b>Level 3</b>							
3.1	30.21	40.28	30.21	40.28	40.28	–	50.35
3.2	30.75	41.00	30.75	41.00	41.00	–	51.25
<b>Level 4</b>							
4.1	31.89	42.52	31.89	42.52	42.52	–	53.15
4.2	33.48	44.64	33.48	44.64	44.64	–	55.80
<b>Level 5</b>							
5.1	34.58	46.10	34.58	46.10	46.10	–	57.63



	Monday to Friday		Saturday— employees other than Nursing services employees		Sunday— employees other than Nursing services employees	Saturday & Sunday— Nursing services employees <sup>1</sup>	Public holiday
	First 3 hours	After 3 hours	First 3 hours	After 3 hours			
% of minimum hourly rate							
	150%	200%	150%	200%	200%	150%	250%
	\$	\$	\$	\$	\$	\$	\$
5.2	36.24	48.32	36.24	48.32	48.32	—	60.40
<b>Level 6</b>							
6.1	37.53	50.04	37.53	50.04	50.04	37.53	62.55
6.2	40.08	53.44	40.08	53.44	53.44	40.08	66.80
<b>Level 7</b>							
7.1	41.27	55.02	41.27	55.02	55.02	41.27	68.78
7.2	42.59	56.78	42.59	56.78	56.78	42.59	70.98
7.3	43.91	58.54	43.91	58.54	58.54	43.91	73.18
<b>Level 8</b>	47.81	63.74	47.81	63.74	63.74	47.81	79.68

<sup>1</sup> Nursing classifications begin at Level 6.

## B.2 Casual adult employees

### B.2.1 Casual adult employees—ordinary and penalty rates

	Ordinary hours	Saturday <sup>1</sup>	Saturday <sup>2</sup>	Sunday <sup>1</sup>	Sunday <sup>2</sup>	Public holiday
	% of minimum hourly rate					
	125%	150%	175%	200%	225%	275%
	\$	\$	\$	\$	\$	\$
<b>Level 1</b>						
1.1	22.24	26.69	31.13	35.58	40.03	48.92
1.2	23.09	27.71	32.32	36.94	41.56	50.79
1.3	23.93	28.71	33.50	38.28	43.07	52.64
<b>Level 2</b>						
2.1	24.11	28.94	33.76	38.58	43.40	53.05
2.2	24.86	29.84	34.81	39.78	44.75	54.70
<b>Level 3</b>						
3.1	25.18	30.21	35.25	40.28	45.32	55.39

	Ordinary hours	Saturday <sup>1</sup>	Saturday <sup>2</sup>	Sunday <sup>1</sup>	Sunday <sup>2</sup>	Public holiday
	% of minimum hourly rate					
	125%	150%	175%	200%	225%	275%
	\$	\$	\$	\$	\$	\$
3.2	25.63	30.75	35.88	41.00	46.13	56.38
<b>Level 4</b>						
4.1	26.58	31.89	37.21	42.52	47.84	58.47
4.2	27.90	33.48	39.06	44.64	50.22	61.38
<b>Level 5</b>						
5.1	28.81	34.58	40.34	46.10	51.86	63.39
5.2	30.20	36.24	42.28	48.32	54.36	66.44
<b>Level 6</b>						
6.1	31.28	37.53	43.79	50.04	56.30	68.81
6.2	33.40	40.08	46.76	53.44	60.12	73.48
<b>Level 7</b>						
7.1	34.39	41.27	48.14	55.02	61.90	75.65
7.2	35.49	42.59	49.68	56.78	63.88	78.07
7.3	36.59	43.91	51.22	58.54	65.86	80.49
<b>Level 8</b>	39.84	47.81	55.77	63.74	71.71	87.64
<sup>1</sup> Rate for School operational services employee in the cooking/catering group and boarding supervision services employee not working averaged hours in accordance with clause 9.3.						
<sup>2</sup> Rate for all other employees working ordinary hours on a Saturday <u>or a Sunday</u> (see clause 9.5)						

**B.2.2 Casual adult employees—shiftwork penalty rates**

	<b>Afternoon &amp; night</b>	<b>Permanent night</b>
	<b>% of minimum hourly rate</b>	
	<b>140%</b>	<b>155%</b>
	<b>\$</b>	<b>\$</b>
<b>Level 1</b>		
1.1	24.91	27.57
1.2	25.86	28.63
1.3	26.80	29.67
<b>Level 2</b>		
2.1	27.01	29.90
2.2	27.85	30.83
<b>Level 3</b>		
3.1	28.20	31.22
3.2	28.70	31.78
<b>Level 4</b>		
4.1	29.76	32.95
4.2	31.25	34.60
<b>Level 5</b>		
5.1	32.27	35.73
5.2	33.82	37.45
<b>Level 6</b>		
6.1	35.03	38.78
6.2	37.41	41.42
<b>Level 7</b>		
7.1	38.51	42.64
7.2	39.75	44.00
7.3	40.98	45.37
<b>Level 8</b>	44.62	49.40

## Schedule C—Summary of Monetary Allowances

See clause 13 for full details of allowances payable under this award.

### C.1 Wage related allowances

The wage-related allowances in this award are based on the standard rate as defined in Schedule I as the annual salary for Level 3.1 in clause 12.1 = **\$38,958**

Allowance	Clause	% of standard rate <b>\$38,958</b>	\$
First aid allowance:			
Annual; OR	13.2(a)(i)	1.65	658.89 per annum
Daily	13.2(a)(i)	1/240th of annual allowance	2.75 per day
Sleepover allowance	13.2(b)	0.11	43.93 per sleepover

#### C.1.1 Adjustment of wage related allowances

Wage related allowances are adjusted in accordance with increases to wages and are based on a percentage of the standard rate as specified.

### C.2 Expense related allowances

The expense-related allowances in this award will be adjusted by reference to the Consumer Price Index (CPI) as per the following:

Allowance	Clause	\$
Meal allowance—overtime	13.3(a)	14.65 per occasion
Tool allowance:	13.3(b)	
Tradesperson		14.69 per week
Carpenter/Joiner		27.81 per week
Uniform/protective clothing allowance—paid with laundry allowance:	13.3(c)	
Per day		1.20 per day
Maximum per week		Up to 6.00 per week
Laundry allowance—additional to uniform/ protective clothing allowance:	13.3(c)	
Per day		0.30 per day
Maximum per week		Up to 1.50 per week
Laundry allowance—where uniform cost reimbursed by employer:	13.3(c)	
Per day		0.30 per day
Maximum per week		Up to 1.50 per week

<b>Allowance</b>	<b>Clause</b>	<b>\$</b>
Vehicle allowance—use of own vehicle:	13.3(d)	
Motor car		0.78 per km
Motorcycle		0.26 per km

### **C.2.1 Adjustment of expense related allowances**

At the time of any adjustment to the [standard rate](#), each expense related allowance will be increased by the relevant adjustment factor. The relevant adjustment factor for this purpose is the percentage movement in the applicable index figure most recently published by the Australian Bureau of Statistics since the allowance was last adjusted.

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

<b>Allowance</b>	<b>Applicable Consumer Price Index figure</b>
Meal allowance	Take away and fast foods sub-group
Tool allowance	Tools and equipment for house and garden component of the household appliances, utensils and tools sub-group
Uniform/protective clothing allowance	Clothing and footwear group
Vehicle allowance	Private motoring sub-group

## **Schedule D—Apprentices**

### **D.1 Apprentices**

- D.1.1** An apprentice means any person employed and registered in the form prescribed by the relevant State Apprenticeship Authority.
- D.1.2** For the purposes of this award, an apprentice is an employee who is engaged under a Training Agreement registered by the relevant State or Territory Training or apprenticeship Authority, where the qualification outcome specified in the Training agreement is a relevant qualification from a Training Package endorsed by the National Training Framework Committee.
- D.1.3** An apprentice will also include an employee who is engaged under a Training Agreement or Contract of Training for an apprenticeship declared or recognised by the relevant State or Territory Training or Apprenticeship Authority.
- D.1.4** Subject to appropriate State legislation, an employer must not employ an unapprenticed junior in a trade provided for in this award.
- D.1.5** In order to undertake trade training in accordance with D.1 a person must be a party to a contract of apprenticeship training or training agreement in accordance with the requirements of the relevant Apprenticeship authority or State legislation. The employer must provide access to training consistent with the contract or training agreement without loss of pay.
- D.1.6** An apprentice who attends a Registered Training Organisation (RTO) must be reimbursed by their employer for all training fees and the costs of all prescribed textbooks (excluding those textbooks which are available in the employer's technical library) paid by the apprentice in respect of any course prescribed, at the end of each term, unless there is unsatisfactory progress. An employer may meet its obligation by paying any fees and/or cost of textbooks directly to the RTO.
- D.1.7** The probationary period of an apprentice must be as set out in the training agreement or contract of apprenticeship consistent with the requirements of the Apprenticeship Authority or State legislation but must not exceed three months.
- D.1.8** An apprentice who is under 21 years of age on completion of their apprenticeship and who is employed in the occupation to which they were apprenticed will be paid not less than the adult rate prescribed for that classification.
- D.1.9** Except as provided in this schedule or where otherwise stated all conditions of employment specified in this award will apply to apprentices.
- D.1.10** No apprentice under the age of 18 years will be required to work overtime unless they request to work overtime. An apprentice must not work or be required to work overtime at times which would prevent their attendance at technical school as required by this award or by State legislation.
- D.1.11** No apprentice under the age of 18 years will be employed on any shift other than day shift. An apprentice over the age of 18 years, by mutual agreement may be required to work on an afternoon shift provided such shiftwork does not prevent their attendance at technical school as required by this award or by State legislation.
- D.1.12** An apprentice must not work under any system of payment by results.

- D.1.13** An employer must allow an apprentice to take time off during working hours to attend available classes. In order to be entitled to the time off the apprentice must produce a card showing the employee's attendance at school for the period.
- D.1.14** The provisions of this schedule will be read in conjunction with any state legislation or regulation relating to apprentices.
- D.1.15** Provisions of any State legislation or regulation relating to the attendance of apprentices at technical school during ordinary working hours or to disciplinary powers of Apprenticeship Authorities over apprentices and employers are deemed not to be inconsistent with this award.
- D.1.16** Apprentices are entitled to the NES, as supplemented by this award, except with respect to redundancy pay.
- D.1.17** The ordinary hours of work of apprentices must not exceed those of the tradespersons employed under this award.
- D.1.18** The number of apprentices that may be employed by an employer at any time in the said trade or trades must not exceed the proportion of one apprentice for each individual tradesperson employed by the employer in such trade.
- D.1.19 Block release training**
- (a) This clause applies to apprentices required to attend block release training identified in or associated with their training contract.
  - (b) Where the training requires an overnight stay, the employer must pay for the excess reasonable travel costs incurred by the apprentice in the course of travelling to and from the training.
  - (c) Clause D.1.19(b) does not apply where the apprentice could attend a closer RTO, and use of a more distant RTO is not agreed between the employer and the apprentice.
- D.1.20** For the purposes of clause D.1.19(b), excess reasonable travel costs include:
- (a) the total costs of reasonable transport (including transporting tools where required);
  - (b) accommodation costs incurred while travelling (where necessary); and
  - (c) reasonable expenses incurred while travelling, including meals, which exceed those incurred in travelling to and from work.
- D.1.21** Excess reasonable travel costs do not include payment for travelling time or expenses incurred while not travelling to and from block release training.
- D.1.22 Reduction of payment**
- (a) Payment under clause D.1.19 may be reduced where an apprentice is eligible to receive travel costs to attend the block release training under a Government apprentice assistance scheme.
  - (b) The payment may be reduced by the amount the apprentice is entitled to receive under the scheme.

- (c) A payment reduction will only apply if an apprentice has either received assistance under the scheme or their employer has advised them in writing of the availability of the assistance.

**D.1.23** Time spent by an apprentice in attending any training and/or assessment specified in, or associated with, the training contract is to be regarded as time worked for the employer for the purposes of calculating the apprentice's wages and determining the apprentice's employment conditions. This subclause operates subject to the provisions of clause D.2—School-based Apprentices of Schedule D.

## **D.2 School-based Apprentices**

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

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

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

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

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

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

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

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

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

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



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

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## Schedule E—Supported Wage System

**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** 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](http://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:

<b>Assessed capacity (clause E.5)</b>	<b>Relevant minimum wage</b>
<b>%</b>	<b>%</b>
10	10
20	20
30	30
40	40
50	50
60	60
70	70
80	80
90	90

**E.4.2** Provided that the minimum amount payable must be not less than **\$81** 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** 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.6.2** 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** The minimum amount payable to the employee during the trial period must be no less than \$81 per week.

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

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

## Schedule F—National Training Wage

### F.1 Title

This is the *National Training Wage Schedule*.

### F.2 Definitions

In this schedule:

**adult trainee** is a trainee who would qualify for the highest minimum wage in Wage Level A, B or C if covered by that wage level

**approved training** means the training specified in the training contract

**Australian Qualifications Framework (AQF)** is a national framework for qualifications in post-compulsory education and training

**out of school** refers only to periods out of school beyond Year 10 as at the first of January in each year and is deemed to:

- (a) include any period of schooling beyond Year 10 which was not part of or did not contribute to a completed year of schooling;
- (b) include any period during which a trainee repeats in whole or part a year of schooling beyond Year 10; and
- (c) not include any period during a calendar year in which a year of schooling is completed

**relevant State or Territory training authority** means the bodies in the relevant State or Territory which exercise approval powers in relation to traineeships and register training contracts under the relevant State or Territory vocational education and training legislation

**relevant State or Territory vocational education and training legislation** means the following or any successor legislation:

Australian Capital Territory: *Training and Tertiary Education Act 2003*;

New South Wales: *Apprenticeship and Traineeship Act 2001*;

Northern Territory: *Northern Territory Employment and Training Act 1991*;

Queensland: *Vocational Education, Training and Employment Act 2000*;

South Australia: *Training and Skills Development Act 2008*;

Tasmania: *Vocational Education and Training Act 1994*;

Victoria: *Education and Training Reform Act 2006*; or

Western Australia: *Vocational Education and Training Act 1996*

**trainee** is an employee undertaking a traineeship under a training contract

**traineeship** means a system of training which has been approved by the relevant State or Territory training authority, which meets the requirements of a training package developed by the relevant Industry Skills Council and endorsed by the National Quality Council, and which leads to an AQF certificate level qualification

**training contract** means an agreement for a traineeship made between an employer and an employee which is registered with the relevant State or Territory training authority

**training package** means the competency standards and associated assessment guidelines for an AQF certificate level qualification which have been endorsed for an industry or enterprise by the National Quality Council and placed on the National Training Information Service with the approval of the Commonwealth, State and Territory Ministers responsible for vocational education and training, and includes any relevant replacement training package

**Year 10** includes any year before Year 10

### **F.3 Coverage**

**F.3.1** Subject to clauses F.3.2 to F.3.6 of this schedule, this schedule applies in respect of an employee covered by this award who is undertaking a traineeship whose training package and AQF certificate level is allocated to a wage level by clause F.7 to this schedule or by clause F.5.4 of this schedule.

**F.3.2** This schedule only applies to AQF Certificate Level IV traineeships for which a relevant AQF Certificate Level III traineeship is listed in clause F.7 to this schedule.

**F.3.3** This schedule does not apply to:

- (a) the apprenticeship system;
- (b) qualifications not identified in training packages; or
- (c) qualifications in training packages which are not identified as appropriate for a traineeship.

Parties are asked to identify "any training program which applies to the same occupation and achieves essentially the same training outcome as an existing apprenticeship in an award as at 25 June 1997" that they consider should not be covered by this Schedule.

**F.3.4** This schedule does not apply to qualifications not identified in training packages or to qualifications in training packages which are not identified as appropriate for a traineeship.

**F.3.5** Where the terms and conditions of this schedule conflict with other terms and conditions of this award dealing with traineeships, the other terms and conditions of this award prevail.

**F.3.6** At the conclusion of the traineeship, this schedule ceases to apply to the employee.

### **F.4 Types of Traineeship**

The following types of traineeship are available under this schedule:

**F.4.1** a full-time traineeship based on 38 ordinary hours per week, with 20% of ordinary hours being approved training; and

**F.4.2** a part-time traineeship based on less than 38 ordinary hours per week, with 20% of ordinary hours being approved training solely on-the-job or partly on-the-job and partly off-the-job, or where training is fully off-the-job.

**F.5 Minimum Wages**

**F.5.1 Minimum wages for full-time traineeships**

**(a) Wage Level A**

Subject to clause F.5.3 of this schedule, the minimum wages for a trainee undertaking a full-time AQF Certificate Level I–III traineeship whose training package and AQF certificate levels are allocated to Wage Level A by clause F.7.1 are:

	Highest year of schooling completed		
	Year 10	Year 11	Year 12
	per week	per week	per week
	\$	\$	\$
School leaver	295.10	325.00	387.20
Plus 1 year out of school	325.00	387.20	450.60
Plus 2 years out of school	387.20	450.60	524.40
Plus 3 years out of school	450.60	524.40	600.40
Plus 4 years out of school	524.40	600.40	
Plus 5 or more years out of school	600.40		

**(b) Wage Level B**

Subject to clause F.5.3 of this schedule, the minimum wages for a trainee undertaking a full-time AQF Certificate Level I–III traineeship whose training package and AQF certificate levels are allocated to Wage Level B by clause F.7.2 are:

	Highest year of schooling completed		
	Year 10	Year 11	Year 12
	per week	Per week	per week
	\$	\$	\$
School leaver	295.10	325.00	376.80
Plus 1 year out of school	325.00	376.80	433.40
Plus 2 years out of school	376.80	433.40	508.20
Plus 3 years out of school	433.40	508.20	579.70
Plus 4 years out of school	508.20	579.70	
Plus 5 or more years out of school	579.70		

**(c) Wage Level C**

Subject to clause F.5.3 of this schedule, the minimum wages for a trainee undertaking a full-time AQF Certificate Level I–III traineeship whose training package and AQF certificate levels are allocated to Wage Level C by clause F.7.3 are:

	<b>Highest year of schooling completed</b>		
	<b>Year 10</b>	<b>Year 11</b>	<b>Year 12</b>
	<b>per week</b>	<b>per week</b>	<b>per week</b>
	<b>\$</b>	<b>\$</b>	<b>\$</b>
School leaver	295.10	325.00	376.80
Plus 1 year out of school	325.00	376.80	424.10
Plus 2 years out of school	376.80	424.10	473.80
Plus 3 years out of school	424.10	473.80	527.90
Plus 4 years out of school	473.80	527.90	
Plus 5 or more years out of school	527.90		

**(d) AQF Certificate Level IV traineeships**

- (i) Subject to clause F.5.3 of this schedule, the minimum wages for a trainee undertaking a full-time AQF Certificate Level IV traineeship are the minimum wages for the relevant full-time AQF Certificate Level III traineeship with the addition of 3.8% to those minimum wages.
- (ii) Subject to clause F.5.3 of this schedule, the minimum wages for an adult trainee undertaking a full-time AQF Certificate Level IV traineeship are as follows, provided that the relevant wage level is that for the relevant AQF Certificate Level III traineeship:

<b>Wage level</b>	<b>First year of traineeship</b>	<b>Second and subsequent years of traineeship</b>
	<b>per week</b>	<b>per week</b>
	<b>\$</b>	<b>\$</b>
Wage Level A	623.50	647.70
Wage Level B	601.60	624.70
Wage Level C	547.50	568.20

**F.5.2 Minimum wages for part-time traineeships**

**(a) Wage Level A**

Subject to clauses F.5.2(f) and F.5.3 of this schedule, the minimum wages for a trainee undertaking a part-time AQF Certificate Level I–III traineeship whose training package and AQF certificate levels are allocated to Wage Level A by clause F.7.1 are:



	<b>Highest year of schooling completed</b>		
	<b>Year 10</b>	<b>Year 11</b>	<b>Year 12</b>
	<b>per hour</b>	<b>per hour</b>	<b>per hour</b>
	<b>\$</b>	<b>\$</b>	<b>\$</b>
School leaver	9.71	10.70	12.74
Plus 1 year out of school	10.70	12.74	14.83
Plus 2 years out of school	12.74	14.83	17.25
Plus 3 years out of school	14.83	17.25	19.74
Plus 4 years out of school	17.25	19.74	
Plus 5 or more years out of school	19.74		

**(b) Wage Level B**

Subject to clauses F.5.2(f) and F.5.3 of this schedule, the minimum wages for a trainee undertaking a part-time AQF Certificate Level I–III traineeship whose training package and AQF certificate levels are allocated to Wage Level B by clause F.7.2 are:

	<b>Highest year of schooling completed</b>		
	<b>Year 10</b>	<b>Year 11</b>	<b>Year 12</b>
	<b>per hour</b>	<b>per hour</b>	<b>per hour</b>
	<b>\$</b>	<b>\$</b>	<b>\$</b>
School leaver	9.71	10.70	12.40
Plus 1 year out of school	10.70	12.40	14.26
Plus 2 years out of school	12.40	14.26	16.73
Plus 3 years out of school	14.26	16.73	19.08
Plus 4 years out of school	16.73	19.08	
Plus 5 or more years out of school	19.08		

**(c) Wage Level C**

Subject to clauses F.5.2(f) and F.5.3 of this schedule, the minimum wages for a trainee undertaking a part-time AQF Certificate Level I–III traineeship whose training package and AQF certificate levels are allocated to Wage Level C by clause F.7.3 are:

	<b>Highest year of schooling completed</b>		
	<b>Year 10</b>	<b>Year 11</b>	<b>Year 12</b>
	<b>per hour</b>	<b>per hour</b>	<b>per hour</b>
	<b>\$</b>	<b>\$</b>	<b>\$</b>
School leaver	9.71	10.70	12.40
Plus 1 year out of school	10.70	12.40	13.95
Plus 2 years out of school	12.40	13.95	15.58
Plus 3 years out of school	13.95	15.58	17.36

	<b>Highest year of schooling completed</b>		
	<b>Ye: 10</b>	<b>Ye: 11</b>	<b>Year 12</b>
	<b>per hour</b>	<b>per hour</b>	<b>per hour</b>
	<b>\$</b>	<b>\$</b>	<b>\$</b>
Plus 4 years out of school	15.58	17.36	
Plus 5 or more years out of school	17.36		

**(d) School-based traineeships**

Subject to clauses F.5.2(f) and F.5.3 of this schedule, the minimum wages for a trainee undertaking a school-based AQF Certificate Level I–III traineeship whose training package and AQF certificate levels are allocated to Wage Levels A, B or C by clause F.7 are as follows when the trainee works ordinary hours:

<b>Year of schooling</b>	
<b>Year 11 or lower</b>	<b>Year 12</b>
<b>per hour</b>	<b>per hour</b>
<b>\$</b>	<b>\$</b>
9.71	10.70

**(e) AQF Certificate Level IV traineeships**

(i) Subject to clauses F.5.2(f) and F.5.3 of this schedule, the minimum wages for a trainee undertaking a part-time AQF Certificate Level IV traineeship are the minimum wages for the relevant part-time AQF Certificate Level III traineeship with the addition of 3.8% to those minimum wages.

(ii) Subject to clauses F.5.2(f) and F.5.3 of this schedule, the minimum wages for an adult trainee undertaking a part-time AQF Certificate Level IV traineeship are as follows, provided that the relevant wage level is that for the relevant AQF Certificate Level III traineeship:

<b>Wage level</b>	<b>First year of traineeship</b>	<b>Second and subsequent years of traineeship</b>
	<b>per hour</b>	<b>per hour</b>
	<b>\$</b>	<b>\$</b>
Wage Level A	20.51	21.31
Wage Level B	19.77	20.54
Wage Level C	18.01	18.70

**(f) Calculating the actual minimum wage**

(i) Where the full-time ordinary hours of work are not 38 or an average of 38 per week, the appropriate hourly minimum wage is obtained by multiplying the relevant minimum wage in clauses F.5.2(a)–(e) of this schedule by 38 and then dividing the figure obtained by the full-time ordinary hours of work per week.

- (ii) Where the approved training for a part-time traineeship is provided fully off-the-job by a registered training organisation, for example at school or at TAFE, the relevant minimum wage in clauses F.5.2(a)–(e) of this schedule applies to each ordinary hour worked by the trainee.
- (iii) Where the approved training for a part-time traineeship is undertaken solely on-the-job or partly on-the-job and partly off-the-job, the relevant minimum wage in clauses F.5.2(a)–(e) of this schedule minus 20% applies to each ordinary hour worked by the trainee.

### **F.5.3 Other minimum wage provisions**

- (a) An employee who was employed by an employer immediately prior to becoming a trainee with that employer must not suffer a reduction in their minimum wage per week or per hour by virtue of becoming a trainee. Casual loadings will be disregarded when determining whether the employee has suffered a reduction in their minimum wage.
- (b) If a qualification is converted from an AQF Certificate Level II to an AQF Certificate Level III traineeship, or from an AQF Certificate Level III to an AQF Certificate Level IV traineeship, then the trainee must be paid the next highest minimum wage provided in this schedule, where a higher minimum wage is provided for the new AQF certificate level.

### **F.5.4 Default wage rate**

The minimum wage for a trainee undertaking an AQF Certificate Level I–III traineeship whose training package and AQF certificate level are not allocated to a wage level by clause F.7 is the relevant minimum wage under this schedule for a trainee undertaking an AQF Certificate to Level I–III traineeship whose training package and AQF certificate level are allocated to Wage Level B.

## **F.6 Employment conditions**

- F.6.1** A trainee undertaking a school-based traineeship may, with the agreement of the trainee, be paid an additional loading of 25% on all ordinary hours worked instead of paid annual leave, paid personal/carer's leave and paid absence on public holidays, provided that where the trainee works on a public holiday then the public holiday provisions of this award apply.
- F.6.2** A trainee is entitled to be released from work without loss of continuity of employment and to payment of the appropriate wages to attend any training and assessment specified in, or associated with, the training contract.
- F.6.3** Time spent by a trainee, other than a trainee undertaking a school-based traineeship, in attending any training and assessment specified in, or associated with, the training contract is to be regarded as time worked for the employer for the purposes of calculating the trainee's wages and determining the trainee's employment conditions.  
  
**Note:** The time to be included for the purpose of calculating the wages for part-time trainees whose approved training is fully off-the-job is determined by clause F.5.2(f)(ii) and not by this clause.
- F.6.4** Subject to clause F.3.5 of this schedule, all other terms and conditions of this award apply to a trainee unless specifically varied by this schedule.

## F.7 Allocation of Traineeships to Wage Levels

Parties are asked to review the packages listed to ensure the lists are complete and up-to-date.

The wage levels applying to training packages and their AQF certificate levels are:

### F.7.1 Wage Level A

Training package	AQF certificate level
Aeroskills	II
Aviation	I, II, III
Beauty	III
Business Services	I, II, III
Chemical, Hydrocarbons and Refining	I, II, III
Civil Construction	III
Coal Training Package	II, III
Community Services	II, III
Construction, Plumbing and Services Integrated Framework	I, II, III
Correctional Services	II, III
Drilling	II, III
Electricity Supply Industry—Generation Sector	II, III (III in Western Australia only)
Electricity Supply Industry—Transmission, Distribution and Rail Sector	II
Electrotechnology	I, II, III (III in Western Australia only)
Financial Services	I, II, III
Floristry	III
Food Processing Industry	III
Gas Industry	III
Information and Communications Technology	I, II, III
Laboratory Operations	II, III
Local Government (other than Operational Works Cert I and II)	I, II, III
Manufactured Mineral Products	III
Manufacturing	I, II, III
Maritime	I, II, III
Metal and Engineering (Technical)	II, III
Metalliferous Mining	II, III

<b>Training package</b>	<b>AQF certificate level</b>
Museum, Library and Library/Information Services	II, III
Plastics, Rubber and Cablemaking	III
Public Safety	III
Public Sector	II, III
Pulp and Paper Manufacturing Industries	III
Retail Services (including wholesale and Community pharmacy)	III
Telecommunications	II, III
Textiles, Clothing and Footwear	III
Tourism, Hospitality and Events	I, II, III
Training and Assessment	III
Transport and Logistics	III
Water Industry (Utilities)	III

#### F.7.2 Wage Level B

<b>Training package</b>	<b>AQF certificate level</b>
Animal Care and Management	I, II, III
Asset Maintenance	I, II, III
Australian Meat Industry	I, II, III
Automotive Industry Manufacturing	II, III
Automotive Industry Retail, Service and Repair	I, II, III
Beauty	II
Caravan Industry	II, III
Civil Construction	I
Community Recreation Industry	III
Entertainment	I, II, III
Extractive Industries	II, III
Fitness Industry	III
Floristry	II
Food Processing Industry	I, II
Forest and Forest Products Industry	I, II, III
Furnishing	I, II, III
Gas Industry	I, II
Health	II, III

<b>Training package</b>	<b>AQF certificate level</b>
Local Government (Operational Works)	I, II
Manufactured Mineral Products	I, II
Metal and Engineering (Production)	II, III
Outdoor Recreation Industry	I, II, III
Plastics, Rubber and Cablemaking	II
Printing and Graphic Arts	II, III
Property Services	I, II, III
Public Safety	I, II
Pulp and Paper Manufacturing Industries	I, II
Retail Services	I, II
Screen and Media	I, II, III
Sport Industry	II, III
Sugar Milling	I, II, III
Textiles, Clothing and Footwear	I, II
Transport and Logistics	II
Visual Arts, Craft and Design	I, II, III
Water Industry	I, II

**F.7.3 Wage Level C**

<b>Training package</b>	<b>AQF certificate level</b>
Agri-Food	I
Amenity Horticulture	I, II, III
Conservation and Land Management	I, II, III
Funeral Services	I, II, III
Music	I, II, III
Racing Industry	I, II, III
Rural Production	I, II, III
Seafood Industry	I, II, III

## Schedule H—2015 Part-day Public Holidays

The part-day public holidays schedule may be affected by [AM2014/301](#)

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

- H.1** Where a part-day public holiday is declared or prescribed between 7.00 pm and midnight on Christmas Eve (24 December 2015) or New Year's Eve (31 December 2015) 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.
  - (b) Where a part-time or full-time employee is usually rostered to work ordinary hours between 7.00 pm and midnight 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.
  - (c) Where a part-time or full-time employee is usually rostered to work ordinary hours between 7.00 pm and midnight but as a result of being on annual leave does not work, they will be taken not to be on annual leave between those hours of 7.00 pm and midnight that they would have usually been rostered to work and will be paid their ordinary rate of pay for such hours.
  - (d) Where a part-time or full-time employee is usually rostered to work ordinary hours between 7.00 pm and midnight, 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.
  - (e) Excluding annualised salaried employees to whom clause H.1(f) applies, where an employee works any hours between 7.00 pm and midnight they will be entitled to the appropriate public holiday penalty rate (if any) in this award for those hours worked.
  - (f) Where an employee is paid an annualised salary under the provisions of this award and is entitled under this award to time off in lieu or additional annual leave for work on a public holiday, they will be entitled to time off in lieu or pro-rata annual leave equivalent to the time worked between 7.00 pm and midnight.
  - (g) An employee not rostered to work between 7.00 pm and midnight, other than an employee who has exercised their right in accordance with clause H.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.

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

This schedule is an interim provision and subject to further review.

## Schedule I—Definitions

In this award, unless the contrary intention appears:

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

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

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

**employee** means national system employee within the meaning of the Act

**employer** means national system employer within the meaning of the Act

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

**general employee** means an employee of a school providing:

- (a) **boarding supervision services**—being an employee whose principal duties are to support the operation of a school’s boarding house in relation to the supervision of students;
- (b) **classroom support services**—being an employee whose principal duties are to provide support to teachers and students in a primary or secondary classroom or to individual students or groups of students;
- (c) **curriculum/resources services**—being an employee whose principal duties are to support the operation of curriculum-related services, such as those provided by a library, laboratory or a technology centre;
- (d) **instructional services**—being an employee, other than a qualified teacher, whose principal duties are to develop the framework for and provide instruction to students (within a structured learning environment) under the general supervision of a member of the teaching staff;
- (e) **nursing services**—being an employee who is a registered nurse in the relevant State/Territory and is employed as such;
- (f) **preschool/childcare services**—being an employee whose principal duties are to work with children in a preschool, early learning centre or kindergarten operated by a school for pre-primary aged children, a childcare centre or an outside school hours care program (other than a qualified preschool/early childhood teacher);
- (g) **school administration services**—being an employee whose principal duties are in the functional areas of a school’s business operations, including but not limited to clerical, administration, finance, marketing, fundraising, public relations, information technology, human resources administration and information management;
- (h) **school operational services**—being an employee whose principal duties are to support the other services of a school, including but not limited to:
  - (i) construction, plumbing, carpentry, painting and other trades;



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

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

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

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

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

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

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

**school year** means the period of 12 months commencing from the day the employees are required to attend the school for the new educational year or the calendar year, as determined by the school, and includes term weeks and non-term weeks

**standard rate** means the annual salary applicable to Level 3.1 in clause 12.1—Minimum wages

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

**working weeks** means the number of weeks that the employee is required to work