



DECISION

Fair Work Act 2009
s.185—Enterprise agreement

Catholic Commission for Employment Relations (AG2019/2063)

SANTA SABINA COLLEGE - MARY BAILEY HOUSE EARLY EDUCATION CENTRE AND OUT OF SCHOOL HOURS STAFF ENTERPRISE AGREEMENT 2019-2021

Educational services

DEPUTY PRESIDENT YOUNG

MELBOURNE, 31 JULY 2019

Application for approval of the Santa Sabina College - Mary Bailey House Early Education Centre and Out of School Hours Staff Enterprise Agreement 2019-2021.

[1] Catholic Commission for Employment Relations has made an application for approval of an enterprise agreement known as the *Santa Sabina College - Mary Bailey House Early Education Centre and Out of School Hours Staff Enterprise Agreement 2019-2021* (the Agreement) pursuant to s 185 of the *Fair Work Act 2009* (the Act). The Agreement is a single-enterprise agreement.

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

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

[4] The application was not lodged within 14 days after the Agreement was made. Submissions were provided to the Commission in an email dated 26 July 2019 as to the explanation for the late lodgment. On the basis of those submissions, pursuant to s 185(3)(b) of the Act, in all the circumstances I consider it fair to extend the time for making the application to the date it was actually made.

[5] The Independent Education Union of Australia being a bargaining representative for the Agreement, has given notice under s 183 of the Act that it seeks to be covered by the Agreement. In accordance with s 201(2) and based on the statutory declaration provided by the organisation, I note that the Agreement covers the organisation.

[6] The Agreement was approved on 31 July 2019 and, in accordance with s 54, will operate from 7 August 2019. The nominal expiry date of the Agreement is 31 December 2021.



DEPUTY PRESIDENT

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Annexure A

IN THE FAIR WORK COMMISSION

FWC Matter No.:
AG2019/2063

Applicant:
Catholic Commission for Employment Relations
On behalf of Santa Sabina College Ltd

Section 185 – Application for approval of a single enterprise agreement

Undertaking- Section 190

I, Maree Herrett, College Principal for Santa Sabina College Ltd give the following undertakings with respect to the *Santa Sabina College - Mary Bailey House Early Education Centre and Out of School Hours Staff Enterprise Agreement 2019 – 2021* ("the Agreement"):

I have the authority given to me by Santa Sabina College Ltd to provide this undertaking in relation to the application before the Fair Work Commission.

Undertaking 1 Time off in lieu (TOIL)

In addition to clauses 14.5 and 17.2 of the Agreement, employees other than Teachers will be entitled to arrangements for TOIL in accordance with the provisions prescribed in subclause 27.2 (b)-(c) And 27.2 (e)-(k) of the Educational Services (Schools) General Staff Award 2010 ("the Award").

Undertaking 2 Part-Time Employees

In addition to Clause 17.1(b) of the Agreement, employees other than Teachers will be entitled to arrangements for the payment of reasonable additional hours in accordance with the provisions prescribed in subclause 22.4 of the Award.

Undertaking 3 Tool Allowance

In addition to clause 11.7 of the Agreement, a carpenter or joiner will be paid \$28.94 per week in accordance with subclause 16.6 of the Award.

These undertakings are provided on the basis of issues raised by the Fair Work Commission in the application before the Fair Work Commission.



Signature



Date

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

Santa Sabina College
– Mary Bailey House
Early Education
Centre and Out of
School Hours Staff
Enterprise Agreement

[2019 – 2021]

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PART A – APPLICATION AND OPERATION

1. Title of the Agreement

This Agreement shall be known as the Santa Sabina College - Mary Bailey House Early Education Centre and Out of School Hours Staff Enterprise Agreement 2019-2021.

2. Coverage of the Agreement

2.1 This Agreement covers and applies to:

- (a) Santa Sabina College Ltd, trading as Santa Sabina College.
- (b) the Union, its officers and its members, on application in accordance with section 183(1) of the Act.
- (c) All Employees defined in Clause 5 Definitions of this Agreement employed by Santa Sabina College in Mary Bailey House Early Education Centre, and Santa Sabina College Out of School Hours only, who perform work within the classifications prescribed by clause 9 Classification, Progression and Salaries, except as excluded by clause 2.2.

2.2 This Agreement does not cover or apply to:

- (a) A person engaged solely to instruct students on an individual basis for example, in the areas of music, language, dance and/or to instruct students in choir, band, string ensemble or other similar small group (but not including an Employee teaching the school curriculum).
- (b) A sports coach, assistant, or trainer.
- (c) A member of a recognised religious teaching order and/or Minister of Religion (other than a Teacher who is not engaged in that capacity) or a person engaged for the purpose of religious instruction, supervision of prayers, or to undertake other religious duties of a non-teaching nature.
- (d) A principal or deputy principal however named.
- (e) A person who is principally employed to work in Prep, the Primary or Secondary Schools of the Employer.

3. Term and Operation

3.1 Term and operation

This Agreement will commence operation 7 days after approval from the Fair Work Commission (FWC), and remain in force until 31 December 2021.

3.2 Relationship between the NES and this Agreement

The NES applies to Employees covered by this Agreement, except where this Agreement provides for a more favourable outcome in a particular respect.

3.3 Copy of the Agreement

The Employer must ensure Employees covered by this Agreement are able to access a copy of the Agreement if they wish. The Employer may provide access to this Agreement in either electronic or hard copy form.

3.4 Savings

No Employee employed prior to the commencement date will, as a result of this Agreement receive a rate of pay that is less than what they would have otherwise received immediately prior to the commencement date.

4. No Extra Claims

Except as provided by the Act, prior to 31 December 2021, there will be no further claims by the parties to this Agreement for changes to salaries, rates of pay, allowances or conditions of employment in relation to matters contained in this Agreement.

5. Definitions

The following terms when used in this Agreement shall have the following meanings:

- (a) **"ACECQA"** means the Australian Children's Education and Care Quality Authority.
- (b) **"Administration Services Employee"** means an Employee whose principal duties are in the functional areas of the Centre, including but not limited to clerical, administration, finance, marketing, fundraising, public relations, information technology, human resources administration and information management.
- (c) **"AQF"** means the Australian Qualifications Framework.
- (d) **"Act"** means the *Fair Work Act 2009* (Cth) as amended or replaced.
- (e) **"Agreement"** means the *Santa Sabina College - Mary Bailey House Early Education Centre and Out of School Hours Staff Enterprise Agreement 2019-2021*.
- (f) **"Centre"** means Mary Bailey House Early Education Centre.
- (g) **"Childcare Educator"** means an Employee who, other than a Teacher, who is employed to care for and educate children at the Centre, and OOSH.
- (h) **"Commencement date"** means seven days after this Agreement is approved by the Fair Work Commission.
- (i) **"Director"** means the Teacher who is responsible for the day to day operation of the Centre.
- (j) **"Early Childhood Services Centre"** means an establishment which provides child care and/or educational development programmes and/or services for children under school age and operates for up to 48 weeks a year.
- (k) **"Employer"** means the Santa Sabina College.
- (l) **"Employee"** means a person who is employed by the Employer who is covered by this Agreement.
- (m) **"Employees other than Teachers"** means Administrative Services Employees, Child Care Educators Employees and Operational Services Employees.
- (n) **"Equivalent Qualifications or Equivalent Course"** means a qualification or course as the case may be which the Employer and the Employee agree as being equivalent to the qualification or course prescribed by the clause in question in this award, or accepted by ACECQA.
- (o) **"Five Years Trained Teacher"** means a Teacher who has completed a degree that requires four years of full-time study at an Australian university and in addition has completed a postgraduate degree at an Australian university requiring at least one year of full-time study, or the equivalent as determined by the National Office of

Overseas Skills Recognition, and in the case of early childhood Teachers ACEQUA and relevant accreditation authority or means a Teacher who has completed a degree that requires three years of full-time study at an Australian university and in addition has completed a postgraduate degree in Early Childhood Education at an Australian university requiring at least two years of full-time study, or the equivalent as determined by the National Office of Overseas Skills Recognition, and in the case of early childhood Teachers ACEQUA and relevant accreditation authority.

- (p) **"Four Years Trained Teacher"** means a four year trained Teacher who has completed a degree in early childhood education that requires four years of full time study at an Australian university or the equivalent as determined by the National Office of Overseas Skills Recognition or which is recognised as equivalent by ACECQA.
- (q) **"FWC"** means the Fair Work Commission.
- (r) **"Graduate"** means a Teacher who holds a degree from a Recognised University or Higher Education Authority.
- (s) **"Infants Department"** means Kindergarten, Grades 1 and 2 in a recognised school.
- (t) **"Immediate family or household member"** is as defined in the Act.
- (u) **"MySuper product"** has the meaning given by the *Superannuation Industry (Supervision) Act 1993* (Cth).
- (v) **"NES"** means the National Employment Standards as defined in Part 2-2 of the Act.
- (w) **"OOSH"** means Santa Sabina College Out of School Hours.
- (x) **"Operational Services Employees"** means an Employee whose principal duties are to support the other services of the Centre and OOSH, including but not limited to cooking / catering.
- (y) **"Ordinary base rate of pay"** is as defined in the Act.
- (z) **"Recognised Higher Education Institution"** means an Australian university recognised by the relevant Australian Tertiary Education authority from time to time or a former college of advanced education recognised by Tertiary Education Commission or its successor.
- (aa) **"Recognised School"** means a school registered under the provisions of the *Education Act 1990* (NSW) as amended or replaced.
- (bb) **"Superannuation guarantee legislation"** includes the Superannuation Guarantee Charge Act 1992 (Cth) and the Superannuation Guarantee Administration Act 1992 (Cth) as amended or replaced.
- (cc) **"Teacher"** means any person employed as such at the Centre, holding Early Childhood qualifications as defined in subclauses (o) and (p) and (dd) of this clause.
- (dd) **"Three Years Trained Teacher"** means a Teacher who has satisfactorily completed a three year full-time course of study in Early Childhood Education that requires three years of full time study at an Australian University or the equivalent as determined by the National Office of Overseas Skills Recognition or the at a

Recognised Teacher Training Institution, or University; or which has been recognised by ACECQA as equivalent.

(ee) **“Union” means** the Independent Education Union of Australia.

PART B - TERMS OF ENGAGEMENT AND TERMINATION OF EMPLOYMENT

6. Types of Employment

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

full-time
part-time
casual
temporary.

6.2 Terms of engagement

- (a) On appointment, the Employer will provide the Employee (other than a casual Employee) with a letter of appointment stating the classification, the ordinary base rate of pay applicable on commencement, and the hours of work.
- (b) In the case of a part-time Teacher, the letter of appointment will include the hours of work as compared to a full time teacher.
- (c) Where the Employer engages an Employee on a temporary full or part-time basis, the letter of appointment will inform the employee of the date of commencement and the period of the employment.

6.3 Full-time employment

A full-time Employee is an Employee engaged to work an average of 38 ordinary hours per week.

6.4 Part-Time employment

(a) Teachers

- (i) A part-time Teacher, including a temporary part-time Teacher, shall be paid at the same rate as a full-time Teacher with the corresponding classification, but in that proportion which the Teacher's normal working hours bear to the hours which a full-time Teacher at the Centre is normally required to work (38 hours). A part-time teacher who is employed for more than 34.2 hours a week shall be considered full-time.
- (ii) A part-time Teacher's entitlements will be calculated on a pro rata basis
- (iii) The Employer may vary a part-time Teacher's hours or days of attendance:
 - (a) by agreement; or
 - (b) where such a variation is required for operational reasons and the Employer provides four weeks' notice. Where the change would result in a reduction in the rate of pay, the rate of pay of the Teacher is maintained for a period of four weeks.

(b) Employees other than Teachers

- (i) A part-time Employee is an Employee who is engaged to work less than 38 ordinary hours per week or an average of less than 38 hours per week;
- (ii) A part-time Employee will be paid an hourly rate of 1/38th of the weekly rate for the employee's classification;
- (iii) A part-time Employee's entitlements will be calculated on a pro rata basis
- (iv) At the time of engagement, the Employer and the part-time Employee will agree in writing on a regular pattern of work, specifying the days of the week the Employee will work, and starting and finishing times each day
- (v) The terms of the agreement in subclause 6.4(b)(iv) may be varied by agreement between the Employer and an Employee. Any such variation will be recorded in writing.

6.5 Casual Employment

(a) Teachers

- (i) A Casual Teacher is a Teacher engaged on a day to day basis for a period of not more than four consecutive weeks . The casual engagement may be extended by agreement between the Teacher and the Employer for not more than 10 weeks.
- (ii) Subject to subclause (iii), a casual Teacher must be paid the hourly rate payable for a full-time Teacher for the relevant classification in Clause 9 Classification, Progression and Salaries, plus a casual loading of 25%.
- (iii) The rate of pay payable to a casual Teacher will be no higher than the salary at Step 8 in Table 1A, 1B or 1C, where the Teacher is engaged for less than five consecutive days.
- (iv) A casual Teacher shall be paid a minimum of two hours pay for each engagement.

(b) Employees other than Teachers

- (i) A casual Employee other than a Teacher is an Employee engaged as such and must be paid the hourly rate payable for a full-time Employee for the relevant classification in Clause 9 Classification, Progression and Salaries, plus a casual loading of 25%.
- (ii) A casual Employee will be paid a minimum of two hours pay for each engagement.
- (iii) Casual Employees working a broken shift in accordance with subclause 16.2 must be paid a minimum of two hours for each of the two engagements worked. The exception to this will be for an Employee engaged to work in OOSH, who may satisfy the two hour minimum engagement by working one hour before and after school.

6.6 Temporary Employment

Temporary Employee means an Employee engaged to work full-time or part-time for a specified period.

Teachers may only be engaged on a temporary basis to:

- Undertake a specified project for which funding has been made available
- Undertake a specified task which has a limited period of operation
- Replace an employee who is on leave or performing other duties temporarily.

Provided that where the replacement arrangement extends beyond 12 months, the temporary employment may be extended for up to a further 12 months.

7. Individual Flexibility Agreements

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

- (a) the agreement deals with 1 or more of the following matters:
 - (i) arrangements about when work is performed;
 - (ii) overtime rates;
 - (iii) penalty rates;
 - (iv) allowances;
 - (v) leave loading; and
- (b) the arrangement meets the genuine needs of the employer and employee in relation to 1 or more of the matters mentioned in paragraph (a); and
- (c) the arrangement is genuinely agreed to by the employer and employee.

7.2 The employer must ensure that the terms of the individual flexibility arrangement:

- (a) are about permitted matters under section 172 of the Fair Work Act 2009 ; and
- (b) are not unlawful terms under section 194 of the Fair Work Act 2009 ; and
- (c) result in the employee being better off overall than the employee would be if no arrangement was made.

7.3 The employer must ensure that the individual flexibility arrangement:

- (a) is in writing; and
- (b) includes the name of the employer and employee; and
- (c) is signed by the employer and employee and if the employee is under 18 years of age, signed by a parent or guardian of the employee; and
- (d) includes details of:
 - (i) the terms of the enterprise agreement that will be varied by the arrangement; and
 - (ii) how the arrangement will vary the effect of the terms; and
 - (iii) how the employee will be better off overall in relation to the terms and conditions of his or her employment as a result of the arrangement; and

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

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

7.5 The employer or employee may terminate the individual flexibility arrangement:

(a) by giving no more than 28 days written notice to the other party to the arrangement; or

(b) if the employer and employee agree in writing at any time.

8. Termination of Employment

- 8.1** Subject to subclause 8.9, the employment of an Employee other than a Teacher will not be terminated without the period of notice specified in the following table:

Period of Continuous Service	Period of Notice
Not more than 1 year	1 week
More than 1 year but more than 3 years	2 weeks
More than 3 years but not more than 5 years	3 weeks
More than 5 years	4 weeks

- 8.2** An Employee other than a Teacher, who has completed two years of service and is over the age of 45 will be entitled to an additional week's notice.
- 8.3** Subject to subclause 8.9, the employment of any Teacher (other than a casual Teacher) will not be terminated without at least four weeks' notice provided that a Teacher who has at least two years of service and is over the age of 45 will be entitled to an additional week's notice from the Employer.
- 8.4** The Employer may make a payment in lieu of part or all of an Employee's notice period.
- 8.5** Nothing in this Clause will affect the right of the Employer to dismiss summarily for reasons of serious misconduct within the definition of Section 123(1)(b) of the *Fair Work Act 2009*.

8.6 Notice of Termination by the Employee:

The notice of termination required to be given by an Employee is the same as that required of the Employer except that there is no requirement on the Employee to give additional notice based on the age of the Employee concerned.

8.7 Statement of Service

Upon the termination of employment of an Employee (other than a casual employee) the Employer will provide upon the request of the Employee, a statement of service setting out the commencement and cessation dates of employment. Upon request a statement of service will be provided to a casual Employee.

8.8 Probation

The employment of an Employee during the first six calendar months of employment will be probationary if the Employer has advised the Employee on or prior to the engagement that there is a probationary period. Either party may terminate the employment of a Teacher with two weeks' notice or an Employee Other than a Teacher with one week's notice during the probation period.

8.9 Payment in Lieu of Notice

The Employer may make a payment in lieu of part or all of an Employee's notice period.

PART C – CLASSIFICATIONS, RATES OF PAY AND ALLOWANCES

9. Classification, Progression and Salaries

Teachers

9.1 A Teacher will be appointed to the appropriate level as determined by the Teacher's experience and/or qualifications

9.2 The minimum fortnightly rate of pay payable to Full Time Employees shall, subject to the other provisions of this Agreement, be calculated by dividing the rates as set out in Schedule A by 26.07.

9.3 Commencement and Progression

(a) Three Years Trained Teachers

A Three Years Trained Teacher shall commence on Step 1 of the scale in Table 1A and progress according to normal years of service to Step 11 of the scale.

(b) Four Years Trained Teachers

A Four Years Trained Teacher shall commence on Step 1 of the scale in Table 1B and progress according to normal years of service to Step 9 of the scale.

(c) Five Years Trained Teachers

A Five Years Trained Teacher shall commence on Step 1 of the scale in Table 1C and progress according to normal years of service to Step 9 of the scale.

9.4 Recognition of Previous Service for Teachers

(a) On appointment, a Teacher will be classified and placed on the appropriate level on the salary scale in Tables 1A, 1B or 1C, according to their qualifications and teaching experience.

(b) Service as a part-time Teacher will normally accrue on a pro rata basis according to the percentage of a full-time teaching load undertaken in any year; provided that where the hours are more than 90% of a full-time load, service will count as a full-time year.

(c) In the case of a casual Teacher, the equivalent of a full-time year of teaching service is 200 full casual days in Australian schools or early childhood services.

(d) In the case of a Teacher, the following will count as service:

(i) teaching experience in preschools, kindergartens, multi-purpose centres, early intervention services, long day care centre and other similar services;

(ii) teaching experience of children from four to eight years (or in the Infants Department) of a school registered and/or accredited under the relevant authority in each state or territory;

- (iii) service as a lecturer in early childhood education or child development, as a child development officer or equivalent; and
- (iv) service as a diploma qualified childcare worker, at the rate of one year for every three years service up to a maximum of four years.

9.5 Evidence of Qualifications

- (a) On engagement, the Employer may require that the Teacher provide documentary evidence of qualifications and teaching experience. If the Employer considers that the Teacher has not provided satisfactory evidence, and advises the Teacher in writing to this effect, then the Employer may decline to recognise the relevant qualification or experience until such evidence is provided. Provided that the Employer will not unreasonably refuse to recognise the qualifications or teaching experience of a Teacher.
- (b) Where a Teacher has completed further teaching experience with another Employer (for example during unpaid leave) or additional qualifications after commencement of employment they will be entitled to be classified accordingly and back paid from the date of completion of the experience or qualifications, provided the Teacher provided satisfactory evidence to the employer within three months of completion. In all other cases the Teacher will be classified and paid from the date satisfactory evidence is provided.

Employees other than Teachers

9.6 Childcare Educators, Administration Services Employees and Operational Services

- (a) All Employees other than a Teacher must be classified according to the classification structure set out below and appointed to the appropriate level as determined by the Employee's skills and or qualifications and the duties required to be performed in the position.
- (b) The minimum rates of pay for all Childcare Educators, Administration Employees and Operational Services are set out in Table 2A, 2B and 2C of Schedule A of this Agreement. To obtain a weekly rate the annual rate is divided by 52.18 and to obtain an hourly rate, the weekly rate is divided by 38.
- (c) Progression
 - (i) 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.
 - (ii) 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.

Definitions

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.

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, which is not a teaching degree.
- (j) **Postgraduate degree:** A recognised postgraduate degree, over and above a degree as defined above, which is not a teaching degree.

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.

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.

Classifications

9.6.1 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.

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.

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.

Level of supervision is close supervision or, in the case of more experienced Employees working alone, routine supervision.

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 Employer, the Employer's policies and procedures in relation to the work environment and the Employees with whom the Employee will be working.

Typical activities

(i) Childcare Educators 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, incidental cleaning or gardening
- *Occupational equivalent:* out of school hours assistant

(ii) 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

(iii) Operational Services grade 1

- Undertaking elementary food preparation and cooking duties, cleaning and tidying the kitchen and its equipment
- Making and/or serving morning/afternoon tea, including washing up and other duties in connection with such work other than meals/refreshments in the Centre's main dining area
- *Occupational equivalent:* kitchen assistant

9.6.2 Level 2

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

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.

Judgment, independence and problem solving

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

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.

Training level or qualifications, Level 2 duties typically require:

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

(e) Typical activities

(i) Childcare Educators 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 or out of school hours assistant

(v) 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

(vi) Operational services grade 2

- Performing non-cooking duties in the kitchen including the assembly, preparation and measurement of food items
- *Occupational equivalent:* non-trade qualified cook

9.6.3 Level 3

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

- (a) 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) Childcare Educators 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, out of school hours assistant

(ii) 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)

(iii) Operational services grade 3

- Means an employee who has the appropriate level of training and who performs cooking duties including cooking breakfasts, lunches and snacks, baking and other cooking duties as required.
- *Occupational equivalent:* trade qualified cook

9.6.4 Level 4

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

- (a) **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.

(e) Typical activities

(i) Childcare Educators 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 and out of school hours assistant.

9.6.5 Level 5

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

- (a) 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 (Out of School Hours Care);
 - (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) Childcare Educators 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 or out of school hours assistant

9.6.6 Level 6

An Employee at this level performs work above and beyond the skills of an Employee at Level 5. This level is available to out of school hours care employees only.

(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) **Childcare Educators 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 out of school hours 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

9.6.7 Level 7

An Employee at this level performs work above and beyond the skills of an Employee at Level 6. This level is available to out of school hours care employees only.

(a) **Competency**

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

- (b) **Judgment, independence and problem solving**, independently relate existing policy to work assignments, rethink the way a specific body of knowledge is applied in order to solve problems, adapt procedures to fit policy prescriptions or use theoretical principles in modifying and adapting techniques. This may involve stand-alone work or the supervision of Employees in order to achieve objectives. It may also involve the interpretation of policy which has an impact beyond the immediate work area.
- (c) **Level of supervision**, broad direction. May manage other Employees including general Employees.
- (d) **Training level or qualifications** Level 7 duties typically require a skill level which assumes and requires knowledge or training equivalent to:
- (i) a degree with at least four years of subsequent relevant experience; but not a teaching degree
 - (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) **Childcare Educators 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:* out of school hours care director

10. Payment of Wages and Overpayments

10.1 Payment of wages

All monies payable will be paid fortnightly by Electronic Funds Transfer into an account nominated by the Employee.

10.2 Overpayments

Where excess payments are made in circumstances which were not apparent or could not reasonably have been expected to be detected by the Employee, the relevant parties shall seek agreement on the matter of the overpayment and its repayment including, when necessary and appropriate, discussion between the relevant Employee and Employer representatives.

11. Allowances

11.1 Director's Allowance

This clause applies only to a Teacher who is appointed as a Director.

- (a) A full-time Teacher who is appointed as a Director will be paid, in addition to the amounts payable pursuant to Table 1A, 1B or 1C, an annual allowance provided in Table 3A.
- (b) A part-time Teacher who is appointed as a Director will be paid, in addition to the amounts payable pursuant to Table 1A, 1B or 1C, an allowance in accordance with Table 3A, on a proportionate basis to the hours they work.
- (c) A Teacher required by the Employer to act as a Director for at least 10 consecutive working days will be paid at the rate applicable to that position for the time they are in the position.

11.2 Uniform/protective clothing allowance

- (a) Where the 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 in accordance with Table 3A of Schedule A.
- (b) Alternatively, the Employer may reimburse the Employee for the purchase price of the uniform or protective clothing and provide a laundry allowance in accordance with Table 3A of Schedule A, if the Employer does not launder the items.
- (c) Where an Employee is required to work in the rain they will be supplied with adequate rainproof clothing.

11.3 First Aid Allowance

- (a) An Employee who is designated by the Employer to perform first aid duty, including the dispensing of medication to children in accordance with medication plans, and who holds a current recognised first aid qualification, will be paid an allowance in accordance with Table 3A of Schedule A.
- (b) The allowance provided for in sub clause (a) does not apply to Employees who are required to hold a first aid certificate and administer first aid as an inherent requirement of the position.

11.4 Meal allowance

Where the Employer requires an Employee to undertake more than two hours' overtime after the completion of a full day of work (defined as not less than 7.6

hours), the Employer will provide a meal to the Employee. The exceptions to this are:

- (a) if an Employee could reasonably return home for a meal; or
- (b) if it is not possible to provide a meal, the Employer will pay a meal allowance in accordance with Table 3A of Schedule A.

11.5 On call and recall allowance

(a) On call allowance

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

(b) Recall allowance

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

(c) Exceptions

The on call and recall allowances do not apply to:

- (i) an employee paid a sleepover allowance in accordance with clause 16.5 ;or
- (ii) an employee provided with reasonable accommodation,including living quarters,fuel and light,and available to the employee for their exclusive use at no cost to the employee.

NOTE: staff at the Centre and the OOSH do not undertake on call or recall duties.

11.6 Sleepover allowance

- (a) Subject to clause 11.6,where the employer requires an employee to sleepover on the employer's premises for a period outside that of the employee's normal rostered hours of duty,the following arrangements will apply:

- (i) the employee will be entitled to an amount of 0.11% of the standard rate per sleepover,which is defined as sleeping in at night to undertake duty of care requirements and to be on call for emergencies;

- (ii) where the employee is required by the employer to perform work during a sleepover,the employee will be paid for the time worked at the rate of 150% of the ordinary hourly rate of pay with a minimum payment being for 30 minutes;

- (iii) any time worked under clause 11.6(a)(ii) will not be taken into account for the purposes of clause 6—Types of employment,and clause 13—Hours of work;

- (iv) the payments in this subclause will not extend beyond the period of the sleepover;and

(v) the employee will be provided with suitable accommodation, including reasonably convenient bathroom facilities, at no cost to the employee.

NOTE: staff at the Centre and the OOSH do not undertake sleepover duties.

11.7 Tool allowance

Where an employer does not provide all tools necessary for a tradesperson to perform their work, a tradesperson, will be paid extra in accordance with Table 3A of Schedule A, for supplying and maintaining tools ordinarily required in the performance of their work as a tradesperson. A carpenter and joiner will be paid extra in accordance with Table 3A of Schedule A and an apprentice will receive the relevant percentage of this allowance.

NOTE: the Centre and the OOSH do not employ trade-qualified staff.

11.8 Vehicle allowance

- (a) An Employee required by the Employer to use the Employee's motor vehicle in the performance of duties must be paid an allowance in accordance with Table 3A of Schedule A.
- (b) Where the 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.

12. Superannuation

12.1 Superannuation Legislation

The Employer must make superannuation contributions under the *Superannuation Guarantee Administration Act 1992* (Cth) and the *Superannuation Guarantee Charge Act 1992* (Cth) for each employee of 9.5% or any other amount as determined by legislation to a fund nominated by the Employee.

12.2 Where the Employee fails to inform the Employer of the name of the superannuation fund to which to make such contributions, all payments will be made to the Employer's Default Fund (NGS Super) into a MYSuper product under the Employee's name.

12.3 The Employer will not be required to make superannuation contributions for an employee who is:

- (a) absent from his or her employment without pay, for such period of absence without pay; or
- (b) earns less than \$450 per month; or
- (d) otherwise referred to in section 27 of the *Superannuation Guarantee Administration Act 1992* (Cth).

PART D - HOURS OF WORK AND RELATED MATTERS

13. Hours of Work

13.1 A full-time Employees ordinary hours of work will be 38 per week, or an average of 38, over a four week period, exclusive of meal breaks. The ordinary hours of work for a part-time or casual employee will be in accordance with Clause 6 — Types of Employment.

13.2 The ordinary hours of work will be worked between the span of hours of 6.30am and 6.30pm, Monday to Friday inclusive.

13.3 Changes to rostered hours

- (a) The Employer will post a legible roster at a place readily accessible to Employees indicating the rostered hours of work. Rostered hours will only be changed after seven day's notice has been given, or by mutual agreement to waive the notice period.
- (b) Notwithstanding clause 13.3(a) 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 the rostered hours. If 48 hours' notice is not provided, the employee will be entitled to a penalty of 50% of their ordinary rate of pay instead of any other penalty that may apply.

13.4 Rostered Day Off

The Employer and a full time Employee may agree that the ordinary hours of work for a full time Employee provided by subclause 13.1 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 on full pay in each such period.
- (b) An Employee will accrue 24 minutes for each eight hour day (including any public holiday) worked to give the Employee an entitlement to take rostered days off (RDO's).
- (c) Each day of paid leave taken by an Employee (but not including long service leave, any period of stand-down, or any period of absence for which workers compensation payments apply occurring during any cycle of four weeks) will be regarded as a day worked for the purpose of accruing an entitlement under subclause 13.4(b).
- (d) RDO's 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 rostered days off in any 12 months of consecutive employment.
- (f) An Employee who is scheduled to take an 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 subclause 13.4(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 subclause 13.4(b).
- (h) RDO's 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.
- (j) Nothing in this clause will entitle an employee who works less than 38 hours per week to accumulate rostered days off pursuant to this clause.

13.5 Breaks between periods of duty

- (a) An Employee will be entitled to a minimum break of 10 consecutive hours between the end of one period of duty and the beginning of the next. This applies in relation to both ordinary hours and when overtime is worked.
- (b) Where the Employer requires an Employee to continue or resume work without having a 10 hour break off duty, the Employee is entitled to be absent from duty without loss of pay until a 10 hour break has been taken, or be paid at double time of the ordinary rate of pay until released from duty.

14. Overtime and Time off in Lieu

- 14.1** All hours (excluding those hours worked in accordance with subclause 13.4) required by the Employer to be worked by employees outside the span of ordinary hours of work prescribed by clause 13.2, will be paid at the rate of time and one half for the first two hours and double time thereafter, except as provided for in subclause 14.2.
- 14.2** Part-time and casual employees other than Teachers will be paid overtime at the rate prescribed in subclause 14.1 of the Agreement for all authorised hours they are required to work outside of or in excess of their ordinary or rostered hours.
- 14.3** Employees other than Teachers will be paid overtime at the rate of 200% of the ordinary hourly rate of pay for all authorised hours they are required to work on Sunday. Teachers will continue to be paid in accordance with the rates set out in subclause 14.1 of the Agreement
- 14.4** For work in excess of eight hours on any one day or shift, or 38 hours in any one week, a part-time or casual employee will be paid overtime at the rate prescribed in subclause 14.1.
- 14.5** Time Off in Lieu of Overtime
- (a) By agreement between the Employee and the Employer, an Employee may take time off in lieu of payment for overtime and as provided for in clause 17.2(b).
 - (b) Overtime taken as time off during ordinary hours of work will be taken at the ordinary base rate of pay time rate, which is an hour off for each hour worked.
 - (c) Where an Employee and the Employer have agreed to time off instead of overtime payment under subclause 14.4(a) and such time has not been taken within four weeks of accrual the Employer must, if requested by an Employee, provide payment, at the rate provided for the payment of overtime in the Agreement, for any overtime worked.
- 14.6** Overtime will be calculated on a daily basis.

15. Breaks

15.1 Meal Breaks

- (a) Employees will not be required to work in excess of five hours without an unpaid meal break of not less than 30 minutes and not more than one hour. Where an employee is required to remain on the premises due to licensing requirements, the employee will be entitled to a paid meal break of no more than 30 minutes and no less than 20 minutes.
- (b) Where an Employee is called back to perform any duties within the Centre or OOSH, or the break is interrupted for any reason, the Employee will be paid at time and a half for a minimum of 15 minutes and thereafter to the nearest quarter hour until an uninterrupted break, or the balance of the break, is taken.

15.2 Rest Break

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.

16. Penalties and Loadings (including shiftwork)

16.1 In addition to the annual salary and applicable allowances provided for in this Agreement, a loading for all hours worked will be payable to Employees required to perform shift work as follows:

- (a) "Early morning shift" means any shift commencing on or after 5.00 am and before 6.00 am, at a loading of 10%.
- (b) "Afternoon shift " means any shift finishing after 6.30 pm and at or before midnight, at a loading of 15%.
- (c) "Night shift, rotating with day or afternoon shift" means any shift finishing subsequent to midnight and at or before 8.00 am or any shift commencing at or after midnight and before 5.00 am, at a loading of 17.5%.
- (d) "Night shift, non-rotating night shift" means any shift system in which night shifts are worked which do not rotate or alternate with another shift so as to give the Employee at least one third of his or her working time off night shift in each roster cycle, at a loading of 30%.
- (e) "Saturday shift" means any shift worked on Saturday, at a loading of 50% for all hours worked

16.2 Broken Shift

This subclause does not apply to a Teacher.

- (a) An Employee may be rostered to work ordinary hours in a broken shift, that is a rostered shift in two periods of duty, exclusive of breaks, per day, with a minimum payment of two hours for each period of duty.
- (b) Except that a casual Employee engaged to work in OOSH may be provided with a minimum payment of 1 hour in each period of duty if they are rostered to work both before and after school on the same day.
- (c) An Employee, other than a casual, required to work a broken shift will be paid at their ordinary time rate plus a penalty of 15% of the ordinary time rate.
- (d) 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.

17. Miscellaneous

17.1 Professional Development, Training and Planning

- (a) Childcare Educators and Teachers are responsible for ensuring that they are aware of new developments in early childhood education. However, the parties recognise that continuing professional development of Childcare Educators is a joint responsibility of both the Employer and the Employee.
- (b) The Employer may request an Employee to attend any courses including after hours or on weekends relating to professional development, training and planning or other Centre activity. The Employee cannot unreasonably refuse to attend at such times. An Employee will receive either time in lieu for attendance or be paid at the appropriate overtime rate provided that a part time Employee may be paid at ordinary rates of pay for up to 38 hours per week.
- (c) Early Childhood Teachers are now required to be accredited by BOSTES. The Employer will facilitate Teachers to undertake their professional development requirements in order to maintain their accreditation. For Teachers not accredited and undergoing the accreditation process the Employer will facilitate and support this process.
- (d) Any dispute in relation to attendance for training or professional development will be dealt with in accordance with Clause 27, Dispute Resolution.

17.2 Meetings and Activities

- (a) All Employees may be required to attend staff meetings, parental meetings and other duties which do not include the supervision of children. Attendance at such meetings may be outside normal working hours.
- (b) An Employee required to attend such meetings outside his or her ordinary hours of work will accrue such hours as time in lieu (in accordance with subclause 14.4) to be taken at a time mutually agreed.

17.3 Non Contact time

- (a) All Teachers and Childcare Educators who are responsible for the preparation and implementation and/or evaluation of a developmental program for an individual child or group of children will be entitled to receive a minimum of two hours per week of non contact time to perform programming and planning duties. Employees will not be required to supervise children during this time.
- (b) An Employee appointed as a Director or OOSH Coordinator will receive a minimum of two and half hours per week to perform administrative duties. Such time will be in addition to the requirement under subclause 17.3(a) above.

- (c) Employees who are employed on a part time basis as either a Teacher, Childcare Educators or appointed as a Director or OOSH Coordinator will receive a pro rata period of the non contact time in subclauses 17.3(a) and or 17.3(b) on a proportionate basis to the hours they work.

17.4 First Aid Qualifications

- (a) Teachers and Childcare Educators will be required to obtain and maintain an approved first aid qualification.
- (b) Employees will be granted paid leave to attend a first aid course, or when a first aid course is in the Employee's own time, the Employee will receive time in lieu at ordinary rates for course attendance time.
- (c) The Employer who requires Employees to attend to medical procedures such as administering epi pens, suppositories and drip feeding will ensure Employees are adequately trained in such procedures, before being required to undertake them. The cost of such training is to be met by the Employer.

17.5 Union Representatives

- (a) The Employer shall permit the union representative to post union notices relating to the holding of meetings on a staff room notice board.
- (b) The union representative shall be permitted in working hours to interview the Employer on union business. Such interview shall take place at a time and place convenient to both parties.
- (c) Meetings of union members who are employed in the Centre, and OOSH, may be held on the premises at times and places reasonably convenient to both union members and the Employer, provided that the union representative gives reasonable prior notice to the Employer of the members intention to meet.

PART E – LEAVE

18. Annual Leave

18.1 Annual leave is provided for in the NES. This Clause supplements the provisions of the NES.

18.2 Where the Centre and OOSH is temporarily closed down for the Christmas/New Year period, Employees will be required to take accrued annual leave to which they are entitled under the NES during the period of close down.

18.3 An Employee with insufficient annual leave to cover the Christmas closure will be required to take leave without pay for a maximum of four weeks during this period.

18.4 Annual Leave will be paid at the Employee's ordinary base rate of pay including any Director's allowance applicable at the time of taking leave.

18.5 Annual leave loading

(a) During a period of annual leave, an Employee will receive a loading calculated on their ordinary base rate of pay. Annual leave loading is payable on leave accrued on the following basis:

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

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

19. Long Service Leave

19.1 Entitlement to Long Service Leave

- (a) Except in so far as expressly varied by the provisions of this Clause, the provisions of the *Long Service Leave Act 1955* shall apply to all Employees employed under this Agreement.
- (b) In recognition of changes to the hours of work of Employees during the course of their working career, long service leave entitlements accrue on the basis of an Employee's working hours at the time of accrual, and leave is subsequently debited according to the Employee's working hours at the time the leave is taken. Effective on and from 1 January 2019:
 - (i) full-time Employees shall be entitled to 49.4 hours of long service leave per year of service; and
 - (ii) part-time Employees shall be entitled to long service leave on a pro rata basis in that proportion which the number of hours worked by the Employee in a week bears to a full-time Employee.
- (c) In the case of a Employee who has completed at least five years service but less than ten years with the Employer and whose services with the Employer are terminated or cease for any reason, the Employee will be entitled to a proportionate amount on the basis of 13 weeks for ten years service.

20. Personal / Carer's Leave

20.1 Personal/Carer's Leave is provided for in accordance with the NES. This Clause contains additional provisions, which are taken to be inclusive of the entitlements under the NES.

20.2 All full time Employees will be entitled to 15 personal/carer's leave days per year of service with the Employer. Part time Employees will receive this entitlement on a pro-rata basis, proportionate to the hours they work as a full time equivalent. Employees shall be entitled to personal/carer's leave, on full pay, upon the commencement of employment and upon each anniversary of their continuous service

20.3 Taking Personal/Carer's leave

Taking Personal/Carer's leave is subject to the following conditions and limitations:

- (a) An Employee will notify the Employer at the earliest practicable opportunity, which must be prior to the commencement of work for the day, of their:
 - (i) inability to attend work;
 - (ii) the reason for their inability to attend work; and
 - (iii) the estimated duration of absence.
- (b) An Employee who fails to comply with the procedure outlined in paragraph (a) of this subclause will not be entitled to paid leave unless they can satisfy the Employer that they took all reasonable steps to notify the Employer or were unable to take such steps.
- (c) To qualify for personal/carer's leave, an Employee may be required to provide the Employer with satisfactory evidence in accordance with subclause 20.4.

20.4 Evidence Requirements

- (a) Where an Employee takes leave due to personal illness or injury, the Employee shall, if requested by the Employer, provide evidence from a medical practitioner or evidence that would satisfy a reasonable person that the leave was taken for such a purpose. Where an Employee takes leave for more than two days, or where a single day absence occurs before and/or after a public holiday or a rostered day off such evidence may be requested.
- (b) Where an Employee takes leave due to unexpected personal emergency, the Employee will, upon request, provide documentation acceptable to the Employer or a statutory declaration outlining the nature of the unexpected personal emergency, and that such circumstance prevented the Employee from attending work.

- (c) Where an Employee takes leave to provide care or support for a member of the Employee's immediate family, or a member of the Employee's household in accordance with the NES, the Employee shall, upon request:
- (i) produce evidence from a registered medical practitioner or health practitioner, or statutory declaration, establishing the illness or injury of the person concerned and that the illness or injury is such as to require care by another person; or
 - (ii) produce documentation acceptable to the Employer or a statutory declaration, establishing the nature of the unexpected emergency and that such unexpected emergency resulted in the person concerned requiring care by the Employee.

21. Family and Domestic Violence Leave

Leave to deal with Family and Domestic Violence is provided for in accordance with the NES.

21.1 This clause applies to all employees, including casuals.

21.2 Definitions

(a) In this clause:

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

“family member” means:

- (i) a spouse, de facto partner, child, parent, grandparent, grandchild or sibling of the employee; or
- (ii) a child, parent, grandparent, grandchild or sibling of a spouse or de facto partner of the employee; or
- (iii) a person related to the employee according to Aboriginal or Torres Strait Islander kinship rules.

(b) A reference to a spouse or de facto partner in the definition of family member in clause 21.2(a) includes a former spouse or de facto partner.

21.3 Entitlement to unpaid leave

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

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

Note:

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

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

21.4 Taking unpaid leave

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

- (i) is experiencing family and domestic violence; and

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

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

21.5 Service and continuity

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

21.6 Notice and evidence requirements

(a) Notice

An employee must give their employer notice of the taking of leave by the employee under clause 21. The notice:

(i) must be given to the employer as soon as practicable (which may be a time after the leave has started); and

(ii) must advise the employer of the period, or expected period, of the leave.

(b) Evidence

An employee who has given their employer notice of the taking of leave under clause 21 must, if required by the employer, give the employer evidence that would satisfy a reasonable person that the leave is taken for the purpose specified in clause 31.4.

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

21.7 Confidentiality

(a) Employers must take steps to ensure information concerning any notice an employee has given, or evidence an employee has provided under clause 21.6 is treated confidentially, as far as it is reasonably practicable to do so.

(b) Nothing in clause 21 prevents an employer from disclosing information provided by an employee if the disclosure is required by an Australian law or is necessary to protect the life, health or safety of the employee or another person.

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

21.8 Compliance

An employee is not entitled to take leave under clause 21 unless the employee complies with clause 21.

22. Other Leave

22.1 Compassionate Leave

- (a) Compassionate Leave is provided for in accordance with the NES. This Clause contains additional provisions, which are taken to be inclusive of the entitlements under the NES.
- (b) An Employee (other than a casual Employee) shall, on the death of an immediate family or household member of the Employee be entitled to paid leave up to and including the day of the funeral of such relative. Such leave shall not exceed three working days per occasion.
- (c) An Employee shall be entitled to paid leave, to spend time with an immediate family or household member on the occasion where they contract or develop a personal illness or sustain a personal injury where such illness or injury poses a serious threat to his or her life. Such leave shall not exceed two working days per occasion.
- (d) An Employee must notify the Employer as soon as practicable of their intention to take leave under this subclause and must advise the Employer of the period, or expected period of leave.
- (e) Where an Employee takes compassionate leave, an Employee may be required to provide the Employer with satisfactory evidence of such death, personal illness or personal injury.
- (f) Where an Employee takes compassionate leave in accordance with subclauses 22.1(b) or 22.1 (c) the Employer, in its absolute discretion, may grant the Employee additional leave as leave without pay or leave with pay.
- (g) Where an Employee requests leave to attend a funeral for a person not specified in subclause 22.1(b), the Employer in its absolute discretion may grant the Employee leave as leave without pay or compassionate leave with pay.
- (h) Where the Employer grants an Employee leave with pay in accordance with subclauses 22.1(f) or 22.1 (g), such leave will be deducted from the Employee's entitlement to Personal/Carer's Leave in accordance with Clause 20 – Personal/Carer's Leave.
- (i) Compassionate Leave may be taken in conjunction with other leave available under Clause 20 – Personal/Carer's Leave. In determining such a request the Employer will give consideration to the circumstances of the Employee and the reasonable operational requirements of the business.

(j) Compassionate Entitlement for Casual Employees

- (i) A casual Employee is entitled to not be available to attend work, or to leave work upon each occasion when a member of the Employee's immediate family, or a member of the Employee's household:
 - (A) contracts or develops a personal illness that poses a serious threat to his or her life; or
 - (B) sustains a personal injury that poses a serious threat to his or her life; or
 - (C) dies.
- (ii) A casual Employee must notify the Employer as soon as practicable of their intention to access this entitlement and may be required to provide the Employer with satisfactory evidence of such death and/or personal illness or injury.
- (iii) The Employer and the Employee shall agree on the period for which the Employee will be entitled to not be available to attend work. In the absence of agreement, the Employee is entitled to not be available to attend work for up to 48 hours (i.e. two days) per occasion. The casual Employee is not entitled to any payment for the period of non attendance.
- (iv) The Employer must not fail to re-engage a casual Employee because the Employee has accessed the entitlements in this subclause. The rights of the Employer to engage or not engage a casual Employee are otherwise not affected.

22.2 Jury Service

- (a) An Employee, other than a casual Employee required to attend for jury service during their ordinary working hours shall be reimbursed by the Employer an amount equal to the difference between the amount paid in respect of their attendance for such jury service and the amount they would have received in respect of the ordinary time they would have worked had they not been on jury service.
- (b) An Employee shall notify the Employer as soon as possible of the date upon which they are required to attend for jury service. Further, the Employee shall give the Employer proof of their attendance, the duration of such attendance and the amount received in respect of such jury service.

22.3 Community Service Leave

- (a) Community Service Leave is provided for in accordance with the NES.

23. Parental Leave

23.1 Except as varied by this Clause, all other entitlements and requirements relating to parental leave under the Act shall apply. All periods of paid parental leave will count as service for the purposes of this Agreement, the Act and any other statutory entitlement. Periods of unpaid parental leave will not count as service.

23.2 Paid Parental Leave

- (a) An Employee will be entitled to paid parental leave in accordance with this subclause if:
 - (i) they have an entitlement to and take parental leave under the Act; and
 - (ii) they will be the primary person responsible for the care of the child from the child's date of birth (being birth-related leave under the Act), or in the case of adoption (being adoption-related leave under the Act) from the child's date of placement with the Employee.
- (b) The parental leave shall be paid for 14 weeks at the ordinary base rate of pay the Employee would have received, if the Employee had not taken parental leave. If the period of parental leave granted to the Employee is for less than 14 weeks then the period of paid parental leave shall be for such lesser period.
- (c) The Employee may elect to be paid during the period of paid leave in subclause 23.1 (b) either in accordance with the usual Employer payment schedule or as a lump sum payment in advance.
- (d) Where an Employee applies for a lump sum payment in advance under subclause 23.1 (c), the Employee shall give the Employer at least one month's notice of intention.
- (e) If a female Employee has commenced paid parental leave and subsequently the female Employee's pregnancy results in a miscarriage or a still birth, the Employee shall be entitled to retain payment in accordance with this Clause equivalent to rate of pay for the period of parental leave taken by the Employee.
- (f) Paid parental leave may commence up to six weeks before the expected date of birth of the child or earlier by agreement, but must not start later than the date of birth of the child, or in the case of adoption, from the date of the child's placement with the Employee for adoption.
- (g) The Employer may deduct payment for any absence of the Employee (to which the Employee, but for this Clause, would have been entitled under Clause 20 - Personal/Carer's Leave) in the period four calendar weeks prior to the expected date of birth from the payment of paid parental leave to which the Employee is entitled pursuant to this subclause.
- (h) An Employee on paid parental leave in accordance with this Clause will not be employed as a casual Employee by the Employer during such paid leave.

- (i) Where an Employee gives birth to a child whilst on unpaid leave (other than parental leave in relation to the birth of the same child) the Employee will be entitled to unpaid parental leave in accordance with the Act. However, the Employee will not be entitled to an additional 14 weeks payment in accordance with subclause 22.2(b).
- (j) Except as varied by this provision, the Act shall apply.

23.3 Paid Parental Leave (Not Primary Caregiver)

- (a) Where an Employee has an entitlement to and takes parental leave under the Act but is not the primary person responsible for the care of the child, the Employee shall be entitled to paid parental leave in accordance with this subclause.
- (b) An Employee shall be entitled to one day's leave with pay on the date of their child's birth, or on the day on which their child or the primary person responsible for the care of the child leaves hospital following the child's birth, or in the case of adoption, the date of the child's placement.
- (c) In addition to the entitlement in subclause 23.2(b), the Employee shall be entitled, subject to this subclause, to take paid parental leave in one continuous period not exceeding two weeks. The first week of such leave will be paid by the Employer and the second week of such leave will be deducted from, and will not exceed, the Employee's entitlement to paid personal/carer's leave pursuant to Clause 20 – Personal Carer's Leave.
- (d) The Employee shall be entitled to take such parental leave in the four weeks before the date, or expected date, of birth or placement of the child and not later than four weeks after the date of birth or placement of the child. Provided however that the Employer may, in exceptional circumstances, request the Employee to take leave outside the period specified in this Clause. If the Employee chooses to agree to the Employer's request, such agreement will be recorded in writing. In the case of adoption, unless otherwise agreed by the Employer, the Employee's entitlement to take paid parental leave cannot start earlier than the date of the child's placement.
- (e) The entitlement to paid parental leave in subclauses 23.2(b) and 23.2(c) is inclusive of, and not in addition to, the Employee's entitlement to take unpaid parental leave in accordance with the Act.
- (f) The Employee must, at least four weeks before proceeding on leave pursuant to this subclause, give written notice of the dates on which the Employee proposes to start and end the period of leave. The proposed dates may be varied by further written notice, subject to the provisions of subclause 23.2(f) above.

23.5 Casual Employees

The Employer must not fail to re-engage a regular casual Employee because:

- (a) the Employee is expecting the birth of their child; or
- (b) the Employee is or has been immediately absent on parental leave.

The rights of the Employer in relation to engagement and re-engagement of casual Employees are not affected, other than in accordance with this clause.

For the purposes of this subclause a regular casual Employee is a casual Employee who works for the Employer on a regular and systematic basis and who has a reasonable expectation of ongoing employment on that basis.

23.6 Right to Request Extension of Parental Leave

An Employee entitled to parental leave may request the Employer to:

- (i) allow the Employee to extend the period of simultaneous unpaid parental leave up to a maximum of eight weeks or
- (ii) to extend the period of unpaid parental leave for a further continuous period of leave not exceeding 12 months.

The Employer may refuse the request on reasonable business grounds in accordance with the Act.

23.7 Communication During Parental Leave

- (a) Where an Employee is on parental leave and a definite decision has been made to introduce significant change at the workplace, the Employer shall take reasonable steps to:
 - (i) make information available in relation to any significant effect the change will have on the status or responsibility level of the position the Employee held before commencing parental leave; and
 - (ii) provide an opportunity for the Employee to discuss any significant effect the change will have on the status or responsibility level of the position the Employee held before commencing parental leave.
- (b) The Employee shall take reasonable steps to inform the Employer about any significant matter that will affect the Employee's decision regarding the duration of parental leave to be taken, whether the Employee intends to return to work and whether the Employee intends to request to return to work on a part-time basis.
- (c) The Employee shall also notify the Employer of change of address or other contact details which might affect the Employer's capacity to comply with subclause 23.7(a).

24. Public Holidays

24.1 Public Holidays are provided for in accordance with the NES.

24.2 Payment for work on a public holiday

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

24.3 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 Agreement.

PART F – CONSULTATION, REDUNDANCY AND DISPUTE RESOLUTION PROCEDURES

25. Consultation

25.1 Consultation regarding major workplace change:

(a) Employer to notify

- (i) Where the Employer has made a definite decision to introduce major changes in production, program, organisation, structure or technology that are likely to have significant effects on Employees, the Employer must notify the Employees who may be affected by the proposed changes and their 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.

(a) Employer to discuss change

- (i) The Employer must discuss with the Employees affected and their representatives, if any, the introduction of the changes referred to in subclause 25.1, 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 subclause 25.1.
- (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.

25.2 Consultation about changes to rosters or hours of work

- (a) Where the 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 Agreement provisions concerning the scheduling of work and notice requirements.

26. Redundancy

26.1 Notice

- (a) Where an Employee's employment is terminated on the grounds of redundancy, the Employee will be entitled to the notice under Clause 8 Termination of Employment.
- (b) Payment in lieu of notice above will be made if the appropriate notice period is not given, provided that employment may be terminated by part of the period of notice specified and part payment in lieu of thereof.

26.2 Time off during the notice period

- (a) During the period of notice of termination given by the Employer, an Employee will be allowed up to one day's time off without loss of pay during each week of notice, to a maximum of five weeks, for the purposes of seeking other employment.
- (b) If an Employee has requested paid leave for more than one day during the notice period for the purpose of seeking other employment, the Employee will, at the request of the Employer, be required to produce proof of attendance at an interview or the Employee will not receive payment for the time absent.

26.3 Employee leaving during the notice period

If the employment of an Employee is terminated (other than for misconduct) before the notice period expires, the Employee will be entitled to the same benefits and payments under this Clause had the Employee remained with the Employer until the expiry of such notice.

26.4 Notice to Centrelink

Where a decision has been made to terminate Employees, the Employer will notify Centrelink as soon as possible giving relevant information including the number and categories of the Employee likely to be affected and the period over which the terminations are intended to be carried out.

26.5 Employment Separation Certificate

The Employer will, on request from an Employee whose employment has been terminated, provide to the Employee an 'Employment Separation Certificate' in the form required by Centrelink.

26.6 Transfer to lower paid duties

Where an Employee is transferred to lower paid duties, the Employee will be entitled to the same period of notice of transfer as the Employee would have been entitled to if the Employee's employment had been terminated, and the Employer may at the Employer's discretion make payment in lieu thereof of an amount equal to the difference between the former ordinary time rate of pay and the new ordinary time rate for the number of weeks of notice still owing.

26.7 Severance Pay

- (a) Where an Employee is to be terminated pursuant to this Clause, the Centre will pay the following severance pay in respect of an Employee's continuous period of service:

Years of Service	Over 45 Years of Age Entitlement	Under 45 Years of Age Entitlement
Less than 1 year	Nil	Nil
1 year and less than 2 years	5 weeks	4 weeks
2 years and less than 3 years	8.75 weeks	7 weeks
3 years and less than 4 years	12.5 weeks	10 weeks
4 years and less than 5 years	15 weeks	12 weeks
5 years and less than 6 years	17.5 weeks	14 weeks
6 years and over	20 weeks	16 weeks

- (b) 'Week's Pay' means the all purpose rate of pay for the Employee concerned at the date of termination, and will include, in addition to the ordinary rate of pay, over Agreement payments, shift penalties and allowances provided for in this Agreement.
- (c) Incapacity to Pay
Subject to an application by the Employer and further order of the FWC, the Employer may pay a lesser amount (or no amount) of severance pay than that contained in subclause 26.7(a).

26.8 Alternative employment

Subject to an application by the Employer and a further order of FWC, the Employer may pay a lesser amount (or no amount) of Severance pay than that contained in subclause 26.7 if the Employer obtains acceptable alternative employment for the Employee. The FWC will have regard to such financial and other resources of the Employer concerned as the FWC thinks relevant, and the probable effect that paying the amount of severance pay in subclause 26.7 above will have on the Employer.

27. Dispute Resolution

- 27.1 Both the Employer and the Employees have an interest in the proper application of this Agreement and in minimising and settling disputes about matters in this Agreement in a timely manner. As far as possible, disputes should be resolved at the level at which they arise and by Employees directly involved in the dispute. Those who are party to a dispute must cooperate to ensure that the resolution procedures are carried out as quickly as is reasonably possible.
- 27.2 In the event of a dispute about a matter under the NES or this Agreement 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 level of management as appropriate.
- 27.3 If a dispute is unable to be resolved at the workplace, and all appropriate steps under subclause 27.2 have been taken, a party to the dispute may refer the dispute to the Fair Work Commission.
- 27.4 The parties may agree on the process to be utilised by Fair Work Commission including mediation and conciliation.
- 27.5 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.
- 27.6 The Employer or Employee may appoint another person, organisation or association to accompany and/or represent them for the purpose of this clause.
- 27.7 While the dispute resolution procedure is being conducted, work must continue in accordance with this Agreement and the Act. Subject to applicable work 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.

SCHEDULE A – PAY SCHEDULES AND ALLOWANCES

Teachers

Table 1A – Three Years Trained Teacher

Three Years Trained Teaches Incremental Salary Step	Annual Salary from the first full pay period on or after 1 January 2019 (2.5% increase)	Annual Salary from the first full pay period on or after 1 January 2020 (2.5% increase)	Annual Salary from the first full pay period on or after 1 January 2021 (2.5% increase)
	(\$)	(\$)	(\$)
Step 1	57,890	59,337	60,821
Step 2	60,825	62,345	63,904
Step 3	64,017	65,618	67,258
Step 4	66,950	68,624	70,339
Step 5	70,004	71,755	73,548
Step 6	73,386	75,221	77,101
Step 7	75,230	77,111	79,038
Step 8	77,065	78,991	80,966
Step 9	80,132	82,136	84,189
Step 10	83,334	85,417	87,552
Step 11	85,585	87,725	89,918

Table 1B – Four Years Trained Teacher

Four Years Trained Teaches Incremental Salary Step	Annual Salary from the first full pay period on or after 1 January 2019 (2.5% increase)	Annual Salary from the first full pay period on or after 1 January 2020 (2.5% increase)	Annual Salary from the first full pay period on or after 1 January 2021 (2.5% increase)
	(\$)	(\$)	(\$)
Step 1	61,557	63,096	64,674
Step 2	65,376	67,010	68,685
Step 3	69,048	70,774	72,544
Step 4	73,121	74,949	76,823
Step 5	76,913	78,836	80,807
Step 6	80,131	82,135	84,188
Step 7	83,348	85,432	87,567
Step 8	86,945	89,118	91,346
Step 9	90,421	92,682	94,999

Table 1C – Five Years Trained Teacher

Five Years Trained Teaches Incremental Salary Step	Annual Salary from the first full pay period on or after 1 January 2019 (2.5% increase)	Annual Salary from the first full pay period on or after 1 January 2020 (2.5% increase)	Annual Salary from the first full pay period on or after 1 January 2021 (2.5% increase)
		(\$)	(\$)
Step 1	64,635	66,251	67,908
Step 2	68,643	70,359	72,118
Step 3	72,500	74,313	76,171
Step 4	76,777	78,696	80,663
Step 5	80,759	82,778	84,847
Step 6	84,138	86,242	88,398
Step 7	87,516	89,703	91,946
Step 8	91,292	93,574	95,913
Step 9	94,942	97,315	99,748

Childcare Educators, Administration Services and Operational Services Employees

Table 2A – Childcare Educators

Childcare Educators Classification		Annual Salary from the first full pay period on or after 1 January 2019 (2.5% increase)	Annual Salary from the first full pay period on or after 1 January 2020 (2.5% increase)	Annual Salary from the first full pay period on or after 1 January 2021 (2.5% increase)
		(\$)	(\$)	(\$)
Level 1	Grade 1, Paypoint 1	42,590	43,655	44,746
Level 2	Grade 2, Paypoint 1	42,921	43,994	45,094
	Grade 2, Paypoint 2	44,264	45,370	46,504
Level 3	Grade 3, Paypoint 1	44,815	45,935	47,084
	Grade 3, Paypoint 2	45,617	46,757	47,926
Level 4	Grade 3A, Paypoint 1	47,307	48,489	49,702
	Grade 3A, Paypoint 2	49,677	50,919	52,192
Level 5	Grade 4, Paypoint 1	51,286	52,568	53,882
	Grade 4, Paypoint 2	53,747	55,091	56,468
Level 6	Grade 5, Paypoint 1	55,672	57,064	58,490
	Grade 5, Paypoint 2	59,464	60,951	62,475
Level 7	Grade 6, Paypoint 1 (1 – 39 places)	63,171	64,750	66,369
	Grade 6, Paypoint 2 (40 – 59 places)	65,122	66,750	68,419

Table 2B – Administration Services

Administration Services	Annual Salary from the first full pay period on or after 1 January 2019 (2.5% increase)	Annual Salary from the first full pay period on or after 1 January 2020 (2.5% increase)	Annual Salary from the first full pay period on or after 1 January 2021 (2.5% increase)
	(\$)	(\$)	(\$)
Grade 1, Paypoint 1	41,092	42,120	43,173
Grade 1, Paypoint 2	42,590	43,655	44,746
Grade 2, Paypoint 1	42,921	43,994	45,094
Grade 2, Paypoint 2	44,264	45,370	46,504
Grade 3, Paypoint 1	44,815	45,935	47,084
Grade 3, Paypoint 2	45,617	46,757	47,926

Table 2C – Operational Services

Operational Services	Annual Salary from the first full pay period on or after 1 January 2019 (2.5% increase)	Annual Salary from the first full pay period on or after 1 January 2020 (2.5% increase)	Annual Salary from the first full pay period on or after 1 January 2021 (2.5% increase)
	(\$)	(\$)	(\$)
Grade 1, Paypoint 1	39,573	40,563	41,577
Grade 1, Paypoint 2	41,092	42,120	43,173
Grade 1, Paypoint 3	42,590	43,655	44,746
Grade 2, Paypoint 1	42,921	43,994	45,094
Grade 2, Paypoint 2	44,264	45,370	46,504
Grade 3, Paypoint 1	44,815	45,935	47,084
Grade 3, Paypoint 2	45,617	46,757	47,926

Allowances

Table 3A – Allowances

Allowance	Annual Allowance from the first full pay period on or after 1 January 2019	Annual Allowance from the first full pay period on or after 1 January 2020	Annual Allowance from the first full pay period on or after 1 January 2021
	(\$)	(\$)	(\$)
Director's Allowance in accordance with clause 11.1	\$ 7,004.00	\$ 7,179.10	\$ 7,358.58
Uniform / Protective Clothing Allowance Uniform / Protective Clothing allowance in accordance with subclause 11.2(a) or Laundry Allowance in accordance with subclause 11.2(b)	\$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 \$0.30 per day up to a maximum of \$1.50 per week	\$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 \$0.30 per day up to a maximum of \$1.50 per week	\$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 \$0.30 per day up to a maximum of \$1.50 per week
First Aid Allowance in accordance with clause 11.3	\$718.20 per annum \$3.00 per day	\$736.16 per annum \$3.08 per day	\$754.56 per annum \$3.16 per day
Meal Allowance in accordance with clause 11.4	\$15.80	\$16.20	\$16.60
Tool Allowance in accordance with 11.7	\$15.29 per week	\$15.29 per week	\$15.29 per week
Vehicle Allowance in accordance with clause 11.8 Motor Car Motor Cycle	0.78 per kilometre with a maximum payment as for 400 kilometres per week 0.26 per kilometre with a maximum payment as for 400 kilometres per week	0.78 per kilometre with a maximum payment as for 400 kilometres per week 0.26 per kilometre with a maximum payment as for 400 kilometres per week	0.78 per kilometre with a maximum payment as for 400 kilometres per week 0.26 per kilometre with a maximum payment as for 400 kilometres per week

SCHEDULE B – NATIONAL TRAINING WAGE

1. Title

An employee undertaking a traineeship covered by the Agreement will be paid the applicable minimum rate of pay and conditions set out in Schedule E to the *Miscellaneous Award 2010*. Provided that any reference to "this award" in Schedule E to the *Miscellaneous Award 2010* is to be read as referring to the *Educational Services (Schools) General Staff Award 2010* and not the *Miscellaneous Award 2010*.

2. Definitions

2.1 In this Annexure:

"adult trainee" means 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" in relation to a trainee, means the training specified in the training contract of the trainee.

"Australian Qualifications Framework" (AQF) means the national framework for qualifications in post-compulsory education and training.

"relevant Ministers" means the Commonwealth, State and Territory Ministers responsible for vocational education and training.

"relevant State or Territory training authority" means a body in the relevant State or Territory that has power to approve traineeships, and to 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:

Apprenticeship and Traineeship Act 2001 (NSW);

Education and Training Reform Act 2006 (Vic);

Training and Skills Development Act 2008 (SA);

Training and Skills Development Act 2016 (NT);

Training and Tertiary Education Act 2003 (ACT);

Training and Workforce Development Act 2013 (Tas);

Vocational Education and Training Act 1996 (WA);

Further Education and Training Act 2014 (Qld).

"trainee" means an employee undertaking a traineeship under a training contract.

"traineeship" means a system of training that:

- (a) has been approved by the relevant State or Territory training authority;and
- (b) meets the requirements of a training package developed by the relevant Skills Service Organisation and endorsed by the Australian Industry and Skills Committee;and
- (c) leads to an AQF certificate level qualification.

"training contract" means an agreement for a traineeship made between an employer and an employee that is registered by the relevant State or Territory training authority.

"training package" means the competency standards and associated assessment guidelines for an AQF certificate level qualification that have been endorsed for an industry or enterprise by the Australian Industry and Skills Committee and placed on the National Training Information Service with the approval of the relevant Ministers, and includes any relevant replacement training package.

"wage level A,B or C", see clause 5.

"Year 10" includes any year before Year 10.

2.2 A reference in this schedule to **out of school** refers only to periods out of school beyond Year 10 as at 1 January in each year and is taken to:

- (a) include any period of schooling beyond Year 10 that was not part of, or did not contribute to, a completed year of schooling; and
- (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 after the completion during that year of a year of schooling.

3. Coverage

3.1 Subject to clauses 3.2 to 3.5, this schedule applies to an employee covered by this award who is undertaking a traineeship and whose training package and AQF certificate level are allocated to a wage level by clause 7 or by clause 5.4.

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 7.

3.3 This schedule does not apply to:

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

- 3.4** If this schedule is inconsistent with other provisions of this award relating to traineeships, the other provisions prevail.
- 3.5** This schedule ceases to apply to an employee at the end of the traineeship.

4. Types of Traineeship

The following types of traineeship are available under this Annexure:

- 4.1** A full-time traineeship based on 38 ordinary hours per week, with 20% of those hours being approved training;
- 4.2** A part-time traineeship based on fewer than 38 ordinary hours per week, with 20% of those hours being approved training provided:
- (a) wholly on the job; or
 - (b) partly on the job and partly off the job; or
 - (c) wholly off the job.

5. Minimum Rates

5.1 Minimum rates

5.1.1 Minimum weekly rates for full-time traineeships

(a) Wage level A

The minimum rate for a full-time trainee undertaking an AQF Certificate Level I–III traineeship whose training package and AQF certificate levels are allocated to wage level A by clause 7.1 is the weekly rate specified in Column 2 of Table 1—Wage level A minimum weekly rate for full-time trainees (AQF Certificate Level I–III traineeship) according to the highest year of schooling completed by the trainee specified in that column and the experience level of the trainee specified in Column 1.

Table 1—Wage level A minimum weekly rate for full-time trainees (AQF Certificate Level I–III traineeship)

Column 1	Column 2		
Experience level of trainee	Highest year of schooling completed		
	Year 10	Year 11	Year 12
	per week	per week	per week
School leaver	\$323.10	\$355.80	\$423.90

Plus 1 year out of school	\$355.80	\$423.90	\$493.30
Plus 2 years out of school	\$423.90	\$493.30	\$574.10
Plus 3 years out of school	\$493.30	\$574.10	\$657.30
Plus 4 years out of school	\$574.10	\$657.30	
Plus 5 or more years out of school	\$657.30		

NOTE: See clause 5.3 for other minimum wage provisions that affect this paragraph.

(b) Wage level B

The minimum rate for a full-time trainee undertaking an AQF Certificate Level I–III traineeship whose training package and AQF certificate levels are allocated to wage level B by clause 7.2 or by clause 5.4 is the weekly rate specified in Column 2 of Table 2—Wage level B minimum weekly rate for full-time trainees (AQF Certificate Level I–III traineeship) according to the highest year of schooling completed by the trainee specified in that column and the experience level of the trainee specified in Column 1.

Table 2—Wage level B minimum weekly rate for full-time trainees (AQF Certificate Level I–III traineeship)

Column 1	Column 2		
Experience level of trainee	Highest year of schooling completed		
	Year 10	Year 11	Year 12
	per week	per week	per week
School leaver	\$323.10	\$355.80	\$412.40
Plus 1 year out of school	\$355.80	\$412.40	\$474.40
Plus 2 years out of school	\$412.40	\$474.40	\$556.40
Plus 3 years out of school	\$474.40	\$556.40	\$634.70
Plus 4 years out of school	\$556.40	\$634.70	
Plus 5 or more years out of school	\$634.70		

(c) Wage level C

The minimum rate for a full-time trainee undertaking an AQF Certificate Level I–III traineeship whose training package and AQF certificate levels are allocated to wage level C by clause 7.1 is the weekly rate specified in Column 2 of Table 3—Wage level C minimum weekly rate for full-time trainees (AQF Certificate Level I–III traineeship) according to the highest year of schooling completed by the trainee specified in that column and the experience level of the trainee specified in Column 1.

Table 3—Wage level C minimum weekly rate for full-time trainees (AQF Certificate Level I–III traineeship)

Column 1 Experience level of trainee	Column 2 Highest year of schooling completed		
	Year 10	Year 11	Year 12
	per week	per week	per week
School leaver	\$323.10	\$355.80	\$412.40
Plus 1 year out of school	\$355.80	\$412.40	\$464.30
Plus 2 years out of school	\$412.40	\$464.30	\$518.70
Plus 3 years out of school	\$464.30	\$518.70	\$577.90
Plus 4 years out of school	\$518.70	\$577.90	
Plus 5 or more years out of school	\$577.90		

NOTE: See clause 5.3 for other minimum wage provisions that affect this paragraph.

(d) AQF Certificate Level IV traineeships

(i) The minimum rate for a full-time trainee undertaking an AQF Certificate Level IV traineeship is the minimum rate for the relevant full-time AQF Certificate Level III traineeship increased by 3.8%.

(ii) The minimum rate for a full-time adult trainee undertaking an AQF Certificate Level IV traineeship is the weekly rate specified in Column 2 or 3 of Table 4—Minimum weekly rate for full-time adult trainees (AQF Certificate Level IV traineeship) according to the year of the traineeship

specified in those columns and the relevant wage level for the relevant AQF Certificate Level III traineeship specified in Column 1.

Table 4—Minimum weekly rate for full-time adult trainees (AQF Certificate Level IV traineeship)

Column 1	Column 2	Column 3
Wage level	First year of traineeship	Second and subsequent years of traineeship
	per week	per week
A	\$682.70	\$709.10
B	\$658.60	\$683.90
C	\$599.40	\$622.00

NOTE: See clause 5.3 for other minimum wage provisions that affect this paragraph.

5.2 Minimum hourly rates for part-time traineeships

(a) Wage level A

The minimum hourly rate for a part-time trainee undertaking an AQF Certificate Level I–III traineeship whose training package and AQF certificate levels are allocated to wage level A by clause 7.1 is the hourly rate specified in Column 2 of Table 5—Wage level A minimum hourly rate for part-time trainees (AQF Certificate Level I–III traineeship) according to the highest year of schooling completed by the trainee specified in that column and the experience level of the trainee specified in Column 1.

Table 5—Wage level A minimum hourly rate for part-time trainees (AQF Certificate Level I–III traineeship)

Column 1	Column 2		
Experience level of trainee	Highest year of schooling completed		
	Year 10	Year 11	Year 12
	per hour	per hour	per hour
School leaver	\$10.63	\$11.72	\$13.95
Plus 1 year out of school	\$11.72	\$13.95	\$16.24

Plus 2 years out of school	\$13.95	\$16.24	\$18.88
Plus 3 years out of school	\$16.24	\$18.88	\$21.61
Plus 4 years out of school	\$18.88	\$21.61	
Plus 5 or more years out of school	\$21.61		

NOTE: See paragraph (f) for calculating the actual minimum wage. See also clause 5.3 for other minimum wage provisions that affect this paragraph.

(b) Wage level B

The minimum hourly rate for a part-time trainee undertaking an AQF Certificate Level I–III traineeship whose training package and AQF certificate levels are allocated to wage level B by clause 7.2 or by clause 5.4 is the hourly rate specified in Column 2 of Table 6—Wage level B minimum hourly rate for part-time trainees (AQF Certificate Level I–III traineeship) according to the highest year of schooling completed by the trainee specified in that column and the experience level of the trainee specified in Column 1.

Table 6—Wage level B minimum hourly rate for part-time trainees (AQF Certificate Level I–III traineeship)

Column 1	Column 2		
Experience level of trainee	Highest year of schooling completed		
	Year 10	Year 11	Year 12
	per hour	per hour	per hour
School leaver	\$10.63	\$11.72	\$13.58
Plus 1 year out of school	\$11.72	\$13.58	\$15.61
Plus 2 years out of school	\$13.58	\$15.61	\$18.32
Plus 3 years out of school	\$15.61	\$18.32	\$20.89
Plus 4 years out of school	\$18.32	\$20.89	
Plus 5 or more years out of school	\$20.89		

NOTE: See paragraph (f) for calculating the actual minimum wage. See also clause 5.3 for other minimum wage provisions that affect this paragraph.

(c) Wage level C

The minimum hourly rate for a part-time trainee undertaking an AQF Certificate Level I–III traineeship whose training package and AQF certificate levels are allocated to wage level C by clause 7.3 is the hourly rate specified in Column 2 of Table 7—Wage level C minimum hourly rate for part-time trainees (AQF Certificate Level I–III traineeship) according to the highest year of schooling completed by the trainee specified in that column and the experience level of the trainee specified in Column 1.

Table 7—Wage level C minimum hourly rate for part-time trainees (AQF Certificate Level I–III traineeship)

Column 1	Column 2		
Experience level of trainee	Highest year of schooling completed		
	Year 10	Year 11	Year 12
	per hour	per hour	per hour
School leaver	\$10.63	\$11.72	\$13.58
Plus 1 year out of school	\$11.72	\$13.58	\$15.27
Plus 2 years out of school	\$13.58	\$15.27	\$17.06
Plus 3 years out of school	\$15.27	\$17.06	\$19.01
Plus 4 years out of school	\$17.06	\$19.01	
Plus 5 or more years out of school	\$19.01		

NOTE: See paragraph (f) for calculating the actual minimum wage. See also clause 5.3 for other minimum wage provisions that affect this paragraph.

(d) School-based traineeships

The minimum hourly rate for a part-time trainee who works ordinary hours and is 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 7 or by clause 5.4 is the hourly rate in Column 1 or 2 of Table 8—Minimum hourly rate for part-time trainees (school-based AQF Certificate Level I–III traineeship) according to the year of schooling of the trainee.

Table 8—Minimum hourly rate for part-time trainees (school-based AQF Certificate Level I–III traineeship)

Column 1	Column 2
Year 11 or lower	Year 12
per hour	per hour
\$10.63	\$11.72

NOTE: See paragraph (f) for calculating the actual minimum wage. See also clause 5.3 for other minimum wage provisions that affect this paragraph.

(e) AQF Certificate Level IV traineeships

(i) The minimum hourly rate for a part-time trainee undertaking an AQF Certificate Level IV traineeship is the minimum hourly rate for the relevant part-time AQF Certificate Level III traineeship increased by 3.8%.

(ii) The minimum hourly rate for a part-time adult trainee undertaking an AQF Certificate Level IV traineeship is the hourly rate in Column 2 or 3 of Table 9—Minimum hourly rate for part-time adult trainees (AQF Certificate Level IV traineeship)

(iii) according to the year of the traineeship specified in those columns and the relevant wage level for the relevant AQF Certificate Level III traineeship specified in Column 1.

Table 9—Minimum hourly rate for part-time adult trainees (AQF Certificate Level IV traineeship)

Column 1	Column 2	Column 3
Wage level	First year of traineeship	Second and subsequent years of traineeship
	per hour	per hour
A	\$22.45	\$23.33
B	\$21.64	\$22.48
C	\$19.72	\$20.47

NOTE: See paragraph (f) for calculating the actual minimum wage. See also clause 5.3 for other minimum wage provisions that affect this paragraph.

(f) Calculating the actual minimum wage

(i) If fewer than 38 (or an average of 38) ordinary hours of work per week is considered full-time at the workplace by the employer, the appropriate minimum hourly rate for a part-time trainee is obtained by multiplying the

relevant minimum hourly rate in clauses 5.2(a) to (e) by 38 and then dividing the figure obtained by the full-time ordinary hours of work per week.

(ii) If the approved training for a part-time traineeship is provided wholly off-the-job by a registered training organisation, for example at school or at TAFE, the relevant minimum hourly rate in clauses 5.2(a) to (e) applies to each ordinary hour worked by the trainee.

(iii) If 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 hourly rate in clauses 5.2(a) to (e) minus 20% applies to each ordinary hour worked by the trainee.

5.3 Other minimum wage provisions

(a) Clause 5.3 applies despite anything to the contrary in clause 5.4 or 4.2.

(b) An employee who was employed by an employer immediately before becoming a trainee with that employer must not suffer a reduction in their minimum rate of pay because of becoming a trainee.

(c) For the purpose of determining whether a trainee has suffered a reduction as mentioned in paragraph (b), casual loadings are to be disregarded.

(d) 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, if a higher minimum wage is provided for the new AQF certificate level.

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 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.

6. Employment conditions

6.1 A trainee undertaking a school-based traineeship may agree to be paid an additional loading of 25% on all ordinary hours worked instead of being paid annual leave, paid personal/carer's leave, paid compassionate leave and paid absence on public holidays. However, if the trainee works on a public holiday, the public holiday provisions of this award apply.

6.2 A trainee is entitled to be released from work without loss of pay and without loss of continuity of employment to attend any training and assessment specified in, or associated with, the training contract.

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.

- 6.4** The time to be included for the purpose of calculating the wages for part time trainees whose approved training is wholly off-the-job is determined by clauses 5.2(f)(ii) and (iii) and not by clause 6.3.
- 6.5** Subject to clause 3.4, this award applies to a trainee in the same way that it applies to an employee who is not a trainee except as otherwise expressly provided by this schedule.

7. Allocation of traineeships to wage levels

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

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
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

7.2 Wage level B

Training package	AQF certificate level
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

Golf Clubs and Facilities	II,III
Health	II,III
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	I,II
Visual Arts,Craft and Design	I,II,III
Water Industry	I,II

7.3 Wage level C

Training package	AQF certificate level
Agriculture,Horticulture and 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

SIGNATURES TO THE AGREEMENT

EXECUTED as an agreement

SIGNED for and on behalf of)
Santa Sabina College Ltd trading as)
Santa Sabina College)
by an authorised officer in the presence of)

Signature of authorised officer

Signature of witness

Name and address of authorised officer

Name of witness (print)

Office held

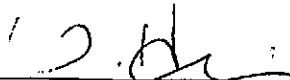
SIGNED for and on behalf of the)
INDEPENDENT EDUCATION UNION OF)
AUSTRALIA as a representative)
of employees by an authorised person in)
the presence of)

Signature of authorised officer

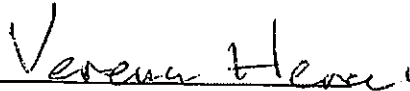
John Quessy
485-501 Wattle Street
Ultimo NSW 2007

Name and address of authorised officer

NSW/ACT Branch Secretary, IEUA



Signature of witness



Name of witness (print)

Office held

SIGNATURES TO THE AGREEMENT

EXECUTED as an agreement

SIGNED for and on behalf of)
Santa Sabina College Ltd trading as)
Santa Sabina College)
by an authorised officer in the presence of)



Signature of authorised officer



Signature of witness

Maree Herrett

Name and address of authorised officer

90 The Boulevard, Strathfield

JULIAN LEE

Name of witness (print)

College Principal

Office held

SIGNED for and on behalf of the)
INDEPENDENT EDUCATION UNION OF)
AUSTRALIA as a representative)
of employees by an authorised person in)
the presence of)

Signature of authorised officer

Signature of witness

Name and address of authorised officer

Name of witness (print)

Office held

IN THE FAIR WORK COMMISSION

FWC Matter No.:
AG2019/2063

Applicant:
Catholic Commission for Employment Relations
On behalf of Santa Sabina College Ltd

Section 185 – Application for approval of a single enterprise agreement

Undertaking- Section 190

I, Maree Herrett, College Principal for Santa Sabina College Ltd give the following undertakings with respect to the *Santa Sabina College - Mary Bailey House Early Education Centre and Out of School Hours Staff Enterprise Agreement 2019 – 2021* ("the Agreement"):

I have the authority given to me by Santa Sabina College Ltd to provide this undertaking in relation to the application before the Fair Work Commission.

Undertaking 1 Time off in lieu (TOIL)

In addition to clauses 14.5 and 17.2 of the Agreement, employees other than Teachers will be entitled to arrangements for TOIL in accordance with the provisions prescribed in subclause 27.2 (b)-(c) And 27.2 (e)-(k) of the Educational Services (Schools) General Staff Award 2010 ("the Award").

Undertaking 2 Part-Time Employees

In addition to Clause 17.1(b) of the Agreement, employees other than Teachers will be entitled to arrangements for the payment of reasonable additional hours in accordance with the provisions prescribed in subclause 22.4 of the Award.

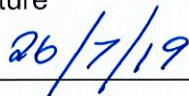
Undertaking 3 Tool Allowance

In addition to clause 11.7 of the Agreement, a carpenter or joiner will be paid \$28.94 per week in accordance with subclause 16.6 of the Award.

These undertakings are provided on the basis of issues raised by the Fair Work Commission in the application before the Fair Work Commission.



Signature



Date