



DECISION

Fair Work Act 2009

s.185 - Application for approval of a single-enterprise agreement

Christian Community Ministries Ltd
(AG2019/5112)

CHRISTIAN COMMUNITY MINISTRIES SCHOOLS ENTERPRISE AGREEMENT 2020

Educational services

DEPUTY PRESIDENT LAKE

BRISBANE, 31 JANUARY 2020

Application for approval of the Christian Community Ministries Schools Enterprise Agreement 2020.

[1] An application has been made for approval of an enterprise agreement to be known as the *Christian Community Ministries Schools Enterprise Agreement 2020* (Agreement). The application was made under s.185 of the *Fair Work Act 2009* (Act). It has been made by Christian Community Ministries Ltd (Applicant). The Agreement is a single enterprise agreement.

[2] The Applicant, in an email dated 31 January 2020, provided written undertakings. A copy of the undertakings are attached at Annexure A. I am satisfied that the undertakings provided will not cause financial detriment to any employee covered by the Agreement and will not result in substantial changes to the Agreement.

[3] Subject to the undertakings referred to above, I am satisfied that each of the requirements of ss.186, 187, 188 and 190 of the Act, as are relevant to this application for approval, have been met. In accordance s.201(3) of the Act, I note that the undertakings are to be taken as a term of the Agreement and will be attached to the Agreement.

[4] The Independent Education Union of Australia (Union), being a bargaining representative for the Agreement, has given notice under s.183 of the Act that it wants the Agreement to cover it. In accordance with s.201(2) of the Act, I note that the Agreement covers the Union.

[5] The Agreement is approved and, in accordance with s.54 of the Act, will operate from 7 February 2020. The nominal expiry date of the Agreement is 7 February 2024.



DEPUTY PRESIDENT

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Annexure A

UNDERTAKING

Christian Community Ministries Schools Enterprise Agreement 2020

AG2019/5112

Written undertakings under section 117 of the Fair Work Act 2009 (Cth).

On 23 December 2019, Christian Community Ministries Schools ("the Employer") applied to the Fair Work Commission ("FWC") pursuant to Section 185 of the Fair Work Act 2009 (Cth) ("Act") for the approval of an enterprise agreement to be known as the Christian Community Ministries Schools Enterprise Agreement 2020 ("the Agreement").

The Employer makes the following undertaking pursuant to section 117 of the Act in relation to the Agreement:

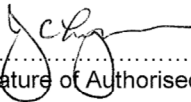
- 1. Clause 3.9.2 (a)

Notwithstanding clause 3.9.2, the amount of notice is increased by one week if the Employee is over 45 years of age and has completed at least two years of continuous service with the Employer.

DATED at Kingston this 31st day of January 2020

Signed for and on behalf of

Christian Community Ministries Schools


Signature of Authorised Representative

B. Alder
Signature of Witness

JOHN LYNDON
Name of Authorised Representative
(BLOCK LETTERS)

BRENDA ALDER
Name of Witness
(BLOCK LETTERS)

Chief Executive Officer
Title of Authorised Representative

70 Loughlin St, Kingston 4114
Address of Authorised Representative

UNDERTAKING

Christian Community Ministries Schools Enterprise Agreement 2020

AG2019/5112

Written undertakings under clause 27.2(k) of the Educational Services (Schools) General Staff Award 2010 and Schedule B 4.2(k) of the Educational Services (Teachers) Award 2010.

On 23 December 2019, Christian Community Ministries Schools ("the Employer") applied to the Fair Work Commission ("FWC") pursuant to Section 185 of the Fair Work Act 2009 (Cth) ("Act") for the approval of an enterprise agreement to be known as the Christian Community Ministries Schools Enterprise Agreement 2020 ("the Agreement").

The Employer makes the following undertaking pursuant to clause 27.2(k) of the Educational Services (Schools) General Staff Award 2010 in relation to the Agreement:

1. The following will henceforth be taken to be a clause of the Agreement

If, on the termination of the employee's employment, time off for overtime worked by the employee to which clause(s) 9.13.2 and 10.9.2 applies has not been taken, the employer must pay the employee for the overtime at the overtime rate applicable to the overtime when worked.

The Employer makes the following undertaking pursuant to clauses in Schedule B 4.2(k) of the Educational Services (Teachers) Award 2010 in relation to the Agreement:

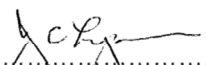
1. The following will henceforth be taken to be a clause of the Agreement

If, on the termination of the employee's employment, time off for overtime worked by the employee to which clause(s) 8.4.2 applies has not been taken, the employer must pay the employee for the overtime at the overtime rate applicable to the overtime when worked.

DATED at Kingston this 31st day of January 2020

Signed for and on behalf of

Christian Community Ministries Schools


Signature of Authorised Representative


Signature of Witness

John Lyndon
Name of Authorised Representative

Brenda Alder
Name of Witness

(BLOCK LETTERS)

(BLOCK LETTERS)

Chief Executive Officer
Title of Authorised Representative

70 Loughlin St, Kingston 4114
Address of Authorised Representative

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 this agreement.



Christian Community Ministries Schools

Enterprise Agreement 2020

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1. PRELIMINARY

1.1 Title

This Agreement shall be known as the *Christian Community Ministries Schools Enterprise Agreement 2020* ('Agreement').

1.2 Application

1.2.1 This Agreement shall apply to Christian Community Ministries (ABN: 96 105 961 135) ('the Employer') and its Employees engaged in its schools (including boarding facilities) and early learning centres (including long day care centres, kindergartens, pre-prep centres, outside school hours care or any other early education service operated by the Employer), for whom classification and wage rates are provided for in this Agreement. Within this Agreement the terms 'college' and 'school' are interchangeable.

1.2.2 This Agreement specifically excludes Senior Executive Employees, employed on an individual contract, in the roles of Principal or Deputy Principal or Business Manager or equivalent (however called at a particular school).

(i) **Principal** means the employee appointed by the employer to the most senior leadership position in a school.

(ii) **Business Manager** means the employee appointed to the most senior administrative managerial or executive position in a school employed with delegated authority to act for the employer.

1.2.3 The Christian Community Ministries schools and early learning centres covered by this Agreement include:

- (a) Blakes Crossing Christian College (Blakeview, South Australia);
- (b) Chinchilla Christian College and Early Learning Centre (Chinchilla, Queensland);
- (c) Dalby Christian College (includes Boarding) and Early Learning Centre (Dalby, Queensland);
- (d) Endeavour Christian College (Cooktown, Queensland);
- (e) Groves Christian College and Early Learning Centre (Kingston, Queensland);
- (f) Livingstone Christian College and Early Learning Centre (Ormeau, Queensland);
- (g) Seaview Christian College (Port Augusta, South Australia);
- (h) Staines Memorial College and Early Learning Centre (Redbank Plains, Queensland);
- (i) The Lakes Christian College (Castlereagh, New South Wales);
- (j) Warwick Christian College (Warwick, Queensland);
- (k) Whitsunday Christian College (Cannonvale, Queensland); and
- (l) any other school or early learning centre directly owned or operated by Christian Community Ministries in Australia.

1.2.4 This Agreement is a comprehensive stand-alone Agreement and applies to the exclusion of all other industrial instruments, unless otherwise specifically stated herein.

1.3 No Further Claims

This Agreement constitutes a closed agreement in settlement of all industrial matters for the duration of this Agreement.

1.4 Date and Period of Operation

This Agreement shall operate from 1 January 2020 or from seven days after the Agreement is approved by the Fair Work Commission, whichever is later. The nominal expiry date shall be four (4) years from this date.

1.5 Posting of Agreement

A copy of this Agreement shall be available to the Employees at each school/centre in a conspicuous and convenient place or through electronic means.

2. RELATIONSHIP TO AIMS OF CHRISTIAN COMMUNITY MINISTRIES

2.1 Preamble

The members of the Board of Directors of Christian Community Ministries are ultimately accountable to God for the operation and performance of the schools and early learning centres, which will necessitate continual monitoring and evaluation of the effectiveness of this ministry.

2.2 Mission Statement

2.2.1 The common aim of Christian Community Ministries schools and early learning centres is to provide Christ centred schooling and early education in an atmosphere of love, respect, peace and discipline which will encourage students to achieve their full potential for God.

2.2.2 The ethos, aims and objectives of Christian Community Ministries are based on:

- (a) acceptance of the Lordship of Christ; and
- (b) acceptance of the Bible as the revealed word of God

2.2.3 The schools and early learning centres adhere to the historic doctrines of evangelical Christianity and believe the Bible as originally given by God is divinely inspired, infallible, and entirely trustworthy, and is the supreme authority in all matters of faith and conduct, from which we can know that:

- (a) God: There is one true eternal creator God — Father, Son and Holy Spirit.
- (a) Creation: God created all things, making man and woman in His own image and for relationship with Him.
- (b) Sin: Sin entered into the world through human disobedience following the rebellion of Satan against God.
- (c) Christ: The Son, Christ Jesus, was born of a virgin and lived as a sinless man. Out of the abundance of God's love the Father gave His only Son, Jesus Christ, to die to save all people from sin. Christ rose from the grave defeating the power of sin.
- (d) Salvation: The death and resurrection of Christ brings salvation by grace through faith to those who repent, seek forgiveness, and believe in Him.
- (e) Spirit: The Holy Spirit, following Jesus' return to His Father in heaven, lives within those who have salvation as a comforter and guide; guaranteeing their eternal hope.
- (f) Life: Those who trust in Jesus as their Lord and Saviour are called to live a transformed life and as such we have the responsibility to:
 - Encourage other Christians through meeting together for worship and fellowship;

- Uphold moral directives and ethical values contained in the Bible as expressed within the context of their personal life, their marriage life (the covenantal relationship of one man and one woman), and their relationships with others;
 - Share the good news to all the world;
 - Be active in expressing God's love through social justice.
- (g) Eternity: Jesus is the only way to a relationship with God. Those who have received salvation have eternal life as joint heirs with Christ. Those who do not believe in Christ are separated from God for eternity.
- (h) Return and New Creation: Christ will return as Lord to the earth and everyone will see him. There will be a new heaven and a new earth.
- 2.2.4 Employees of schools and early learning centres encourage the development of the "whole child". We recognise that each child (student) is an individual and therefore needs to be treated as such. We believe that each child is born with different God given talents that need to be nurtured by providing opportunities for growth spiritually, physically, socially, emotionally and intellectually. By observing, planning and evaluating, we seek to provide for the child's needs while allowing the child's individual, spontaneous and creative interest to be explored.
- 2.2.5 The Parties agree not to teach anything contrary to the aforementioned doctrines.

2.3 Staff Lifestyle Requirement

- 2.3.1 The Employer bases its teachings and beliefs on the Bible, both Old and New Testaments, which it regards as the inspired and inerrant Word of God. These teachings are expounded in many of the public and internal documents of the schools (and early learning centres) and are available to Employees as part of their appointment process. These documents inform our understanding of the lifestyle values which staff who work in the schools and early learning centres are required (subject to the provisions of relevant anti-discrimination legislation in the jurisdiction in which the Employee is employed) to respect and maintain at all times, and should be understood as source documents, defining our doctrines, tenets, beliefs or teachings. The Parties agree that every Employee at the schools and early learning centres, through their calling to serve, plays a significant role in the day to day functions of the school, and in the ministry of the Christian church and the gospel.
- 2.3.2 It is expected that all Employees will:
- (a) behave at all times with honesty and propriety – because such behaviour is morally and legally right, and because the Employer's business success depends on their reputation of integrity and on the trust and confidence of everyone with whom they deal;
 - (b) by their teaching and personal example, strive to help students understand, accept and appreciate Christian teachings and values;
 - (c) avoid, whether by word, action or lifestyle, any influence upon students that is contrary to the teaching and values of the church in whose name they act;
 - (d) accept the educational philosophy of the Employer;
 - (e) be committed to maintaining a harmonious working relationship.
- 2.3.3 Subject to the provisions of relevant anti-discrimination legislation in the jurisdiction in which the Employee is appointed, it is a genuine occupational requirement of employment at the schools and early learning centres of the Employer that Employees do not act in a way that they know, or ought reasonably to know, is

contrary to the religious beliefs of the Employer. Such beliefs include that the expression of human sexuality was purposed to be through heterosexual, monogamous relationships, expressed intimately through marriage.

2.3.4 Employees are expected to regularly and frequently attend a Christian church and will be required to regularly and frequently participate in relevant Staff Devotions and Staff Worship Services.

2.3.5 The parties agree that a persistent or serious breach of the above expectations may lead to the termination of the Employee's employment with their respective Employer.

2.4 Objectives

2.4.1 The parties to this Agreement acknowledge that the primary purpose of the schools and early learning centres is to provide an education of high academic and spiritual standard at a reasonable cost and primarily for children from Christian homes, through the ministry of the school or early learning centre.

2.4.2 The agreed objectives of this Agreement are:

- (a) To present God as Sovereign Ruler of all things and Christ, His Son as Saviour and Lord, through the power of the Holy Spirit.
- (b) To prepare educational programs which are in harmony with the revealed truth of the Bible and fulfil Government educational requirements consistent with this truth.
- (c) To help children develop and use their God given talents in the service of God and mankind by providing quality educational programs addressing spiritual, academic, physical, social and emotional needs.
- (d) To teach children a Biblical world view and their roles and responsibilities as individuals and as members of the community.
- (e) To present to children the choice they have in becoming a disciple of Christ and to help them understand the consequences of their decision.
- (f) To resource the schools and early learning centres with dedicated Christians, committed to the mission of Christian Community Ministries, who through professional skills and spiritual gifts influence and encourage children and the wider school or centre community in the ways of God and recognise the role of faith in their ministry.
- (g) To support families in the role of raising their children and to encourage them to be involved in the life of the schools and early learning centres.
- (h) To create an educational environment which encourages children to learn of God and to respond to Him in love and obedience.
- (i) To encourage the school and early learning centre community to be active participants in their local Churches.

2.4.3 The parties to this Agreement acknowledge an ongoing commitment towards improving productivity and efficiency by:

- (a) Improving the quality of service to client groups;
- (b) Improving curriculum implementation, teaching strategies and assessment items;
- (c) Improving the quality of management and administration;
- (d) Improving the learning outcomes and learning environments for students catering for the diversity in the students' backgrounds, needs and learning styles;
- (e) Improving the effectiveness of support services in contributing to the provision of quality teaching and learning;
- (f) Enhancing the provision of broad curriculum services for students through effective and efficient school arrangements and practices;
- (g) Reflecting upon and giving support to the principles of employment equity, social justice and accountability;

- (h) Providing benefits to Employees through improved wages linked to their contributions to the development and implementation of workplace reform and through improvements in the working environment;
- (i) Maximising the utilisation of resources without diminishing quality or standards; and
- (j) Facilitating the spiritual development of staff.

3. EFFICIENCY AND EFFECTIVENESS INITIATIVES

3.1 Efficient and Economical Use of Resources

The Parties agree to implement improved management practices over the life of this Agreement to reduce the Employer operating costs. Specific attention will include, but not be limited to, costs in the following areas:

- (a) telephones
- (b) photocopying
- (c) maintenance
- (d) cleaning
- (e) energy consumption
- (f) payroll
- (g) a conscious effort to maintain equipment and to minimise material wastage
- (h) respect for company property and material.

3.2 Recognition of Professional Commitment

- 3.2.1 The Parties to this Agreement agree that participation in planning, pastoral, and spiritual matters are important elements in maintaining the efficient and effective operation of the schools and early learning centres.
- 3.2.2 The Parties agree that where necessary, meetings and tasks outside the ordinary operating hours of the school or centre may occur for the professional development of staff. Implementation of professional development activities will be determined by a consultative process at the school or centre level.

3.3 Individual Flexibility Arrangements

- 3.3.1 The Employer and Employee covered by this Agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the Agreement if:
 - (a) the Agreement deals with one 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 one or more of the matters mentioned in paragraph (a); and
 - (c) the arrangement is genuinely agreed to by the Employer and Employee.
- 3.3.2 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.
- 3.3.3 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 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.

3.3.4 The Employer must give the Employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.

3.3.5 The Employer or Employee may terminate the individual flexibility arrangement:

- (a) by giving a minimum of 28 days written notice to the other party to the arrangement; or
- (b) if the Employer and Employee agree in writing — at any time.

3.4 Procedures for Resolving Disputes

3.4.1 Subject to the *Fair Work Act 2009*, any dispute affecting (a) the working conditions of Employees or any other industrial matter pertaining to the relations between the Employer and Employees, (b) the terms of this Agreement or (c) the National Employment Standards shall be dealt with in the following manner.

3.4.2 Step One: Employees shall firstly discuss any dispute with the Principal of their college, in the company of a support person of the Employee's choice if requested or, if they wish, the Employee may appoint a representative to discuss the dispute on behalf of the Employee. This discussion should take place within seven (7) days of the matter being raised, unless mutually agreed otherwise.

3.4.3 Step Two: If the dispute is unable to be resolved by discussion with the Principal, the matter shall be discussed between the Employee(s) and or their representative(s) and the Chief Executive Officer of Christian Community Ministries or a nominated representative of the Chief Executive Officer. This discussion should take place within 14 days of the unresolved matter being referred to the Chief Executive Officer, unless mutually agreed otherwise.

3.4.4 Step Three: If no agreement is reached at Step Two the matter shall be referred for settlement to the Board of Directors of Christian Community Ministries. This step should be completed within 14 days of the initiation of action in accordance with this step.

3.4.5 Step Four: If the dispute remains unresolved after being referred to the Board of Directors of Christian Community Ministries, a party to the dispute may refer it to the Fair Work Commission in accordance with the provisions of the *Fair Work Act 2009* for resolution by mediation, conciliation or recommendation. If the matter in dispute remains unresolved, the Fair Work Commission may then arbitrate the dispute and make a determination that is binding on the parties (including where dispute is in relation to whether the Employer had reasonable business grounds for refusing a request for flexible working arrangements or an extension of parental leave).

3.4.6 Until the dispute is resolved in accordance with this clause, an Employee must continue to perform his or her work as he or she would normally unless he or she has a reasonable concern about an imminent risk to his or her health or safety. An employee must comply with a direction given by the Employer to perform other available work unless the work is not safe or appropriate for the employee to perform,

or there are other reasonable grounds for the employee to refuse to comply with the direction.

- 3.4.7 All parties shall give due consideration to matters raised or any suggestions or recommendation made by the Commission with a view to the prompt settlement of the dispute.
- 3.4.8 The arbitrated decision of the Fair Work Commission (subject to the parties right of appeal under the Act) will be final and binding on all parties to the dispute.
- 3.4.9 Discussions at any stage of the procedure shall not be unreasonably delayed by any party. If genuine discussions are unreasonably delayed or hindered, it shall be open to any party to give notification of the dispute to the Fair Work Commission.

3.5 Professional Development

- 3.5.1 The Parties are committed to enhancing the skills of Employees through the provision of both internal and external professional development and training, within the Employer's resource capacity, linked to:
 - (a) the relevant appraisal system;
 - (b) the goals of the Employer;
 - (c) the personal goals of Employees as related to their work;
 - (d) the appropriateness to the Employee's position; and
 - (e) workplace and industrial issues.
- 3.5.2 All staff recognise the importance of professional development as a means of enhancing their skills.
- 3.5.3 It shall be the Employer's responsibility for provision of a core of professional development, including release time and course fees, within the Employer's budget.
- 3.5.4 Staff acknowledge a need for on-going professional development, including release time and course fees, within the Employer's budget. Staff also acknowledge some personal contribution.
- 3.5.5 Staff acknowledge a need for on-going professional development which may occur in school/centre time and in their own time.
- 3.5.6 Staff may be involved in such professional development activities as:
 - (a) relevant subject associations;
 - (b) as Panel Chairs and Review Panel members for relevant studies authority;
 - (c) attending and speaking at out-of-school/centre in-services;
 - (d) cluster meetings;
 - (e) conferences; and
 - (f) further formal study.
- 3.5.7 Examination/Study Leave
 - (a) Application may be made for leave with pay for the actual time taken to attend examinations, provided that the course being taken is directly related to the Employee's role in the school or centre. Leave would normally be either a morning or afternoon school/centre session as appropriate on the day of the examination plus time for essential travel.
 - (b) Application may be made for leave without pay for study purposes prior to an examination, provided that the course being taken is relevant to the Employee's role in the school/centre. Leave would normally be for a day.

3.6 Computerisation and Technology

- 3.6.1 The Employer recognises the importance of the provision of access to teaching resources and equipment (for example, textbooks, computer software/hardware), as the Employer considers necessary for curriculum delivery, support or management. All such resources which are provided by the Employer shall remain the property of the Employer.
- 3.6.2 Further, the Employer and all Employees accept joint responsibility for enhancing skills in the use of technology in the schools and early learning centres. The provision by the Employer of appropriate professional development and training is regarded as essential, as is also the willingness to commit reasonable time to such training by staff. Such training may be in the Employee's own time, school/centre time and dedicated pupil-free days.

3.7 Dress Code

The standard of dress will vary depending on such issues as job requirements, weather conditions and changes in student activities. As an indication of appropriate dress code, the following principles are to be considered:

- (a) staff (teachers in particular) are significant role models for the students in their charge, so their dress and grooming should take this into account;
- (b) the Employer has established standards of dress and grooming for students so staff should reinforce this with their own appearance; and
- (c) neatness and modesty in appearance reflects the image of the Employer in the Community.

3.8 Probation

- 3.8.1 The employment of all Employees, other than graduate teaching staff, is subject to a six-month probationary period beginning at the commencement of employment unless the Employer and Employee agree to a shorter or longer period in writing.
- 3.8.2 The employment of graduate teaching staff is subject to a 12-month probationary period and will be reviewed each term. The probation period may be extended for an additional 12 months at the discretion of the Employer. The Employee will be notified by the Employer of the extension.

3.9 Termination of Employment – Notice Periods

- 3.9.1 Termination by Employee
- (a) The Parties agree that in order to enable the Employer to make appropriately considered appointments to the staff, there needs to be sufficient time from the receipt of a resignation to the date of its effectiveness. Staff on special unpaid leave will meet whatever obligations are set down in the correspondence approving such leave.
 - (b) It is agreed that all Teaching staff will give in writing not less than four weeks of term-time notice of resignation. However, the Parties acknowledge the Employer's preference that teaching staff give at least one term's notice, so as to allow for both their timely replacement and a lessening of the impact of their departure on the classes or subjects they teach.
 - (c) It is agreed that all General Staff will give in writing not less than two weeks' notice of resignation unless otherwise mutually agreed.
 - (d) If an Employee fails to give the notice specified in this clause the Employer may withhold from any monies due to the Employee on termination, an amount not

exceeding the amount the Employee would have been paid in respect of the period of notice required by this clause less any period of notice actually given by the Employee.

3.9.2 Termination by Employer

- (a) Teaching Staff: It is agreed that the Employer will give a Teaching staff member at least four weeks' notice in writing during term time. The amount of notice is increased by one week if the Employee is over 45 years of age and has completed at least five years of continuous service with the Employer. The Employer acknowledges that providing additional notice can assist Employees seeking employment elsewhere.
- (b) General Staff: It is agreed that the Employer shall give General Staff at least two weeks notice in writing, and if the Employee's continuous service is:
 - (i) More than 3 years but not more than 5 years — 3 weeks
 - (ii) More than 5 years — 4 weeks

The amount of notice is increased by one week if the Employee is over 45 years of age and has completed at least two years of continuous service with the Employer.

3.10 Consultation Regarding Major Workplace Change

- 3.10.1 At any stage within the context of [Clause 3.10](#), an Employee may appoint a representative of their choice and the Employer must recognise the representative.
- 3.10.2 Where the Employer has made a definite decision to introduce a major change to production, program, organisation, structure or technology, that is likely to have a significant effect on Employees, the Employer shall notify the relevant Employees of the decision to introduce the major change.
- 3.10.3 Significant effects includes 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 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:
- 3.10.4 Provided that where this agreement makes provision for alteration of any of the matters referred to herein, an alteration shall be deemed not to have significant effect.
- 3.10.5 As soon as practicable after making its decision, the Employer shall discuss with the relevant Employees the introduction of the change, the effect the change is likely to have on Employees (including the number and categories of Employees likely to be dismissed, and the time when, or the period over which, the Employer intends to carry out the dismissals), and the measures the Employer is taking to avert or mitigate the adverse effect of the change on the Employees (e.g. by finding alternate employment).
- 3.10.6 For the purpose of such discussion, the Employer shall provide in writing to the Employees concerned all relevant information about the change including the nature of the change proposed, the expected effects of the change on Employees, and any other matters likely to affect Employees, provided that the Employer shall not be required to disclose confidential information, the disclosure of which would be adverse to the Employer's interests.
- 3.10.7 The Employer shall give prompt and genuine consideration to matters raised about the major change by the relevant Employees.

- 3.10.8 Where the Employer proposes to introduce a change to the regular roster or ordinary hours of work of Employees, the Employer shall notify the relevant Employees of the proposed change.
- 3.10.9 As soon as practicable after proposing to introduce the change, the Employer shall discuss with the relevant Employees the introduction of the change and provide all relevant information about the change, including the nature of the change, information about what the Employer reasonably believes will be the effects of the change on the Employees, and information about any other matters that the Employer reasonably believes are likely to affect the Employees, provided that the Employer shall not be required to disclose confidential information.
- 3.10.10 The Employer shall invite the relevant Employees to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities).
- 3.10.11 The Employer shall give prompt and genuine consideration to matters raised about the change by the relevant Employees.

3.11 Redundancy

- 3.11.1 All parties acknowledge the constantly changing environment of education and the possibility for changes in staffing and structures to be required for the best development of the Employer and its programs.
- 3.11.2 Notwithstanding the commitment of the Employer to continuing employment, situations may arise where positions become redundant. The procedures and process to be followed in the case of redundancy are below.
- 3.11.3 At any stage within the context of [Clause 3.11](#), an Employee may include or be represented by an organisation or party of their choice.
- 3.11.4 Where an Employer decides that the Employer no longer wishes the job the Employee has been doing to be done by anyone, and this is not due to the ordinary and customary turnover of labour, and that decision may lead to termination of employment, the Employer shall consult the Employee directly affected.
- (a) The consultation shall take place as soon as it is practicable after the Employer has made a decision, which will invoke the provisions of [Clause 3.11.4](#) and shall cover the reasons for the proposed terminations, measures to avoid or minimise the terminations and/or their adverse effects on the Employees concerned.
- (b) For the purpose of the consultation the Employer shall, as soon as practicable, provide in writing to the Employees concerned all relevant information about the proposed terminations including the reasons for the proposed terminations, the number and categories of Employees likely to be affected, the number of workers normally employed and the period over which the terminations are likely to be carried out; provided that an Employer shall not be required to disclose confidential information, the disclosure of which would be adverse to the Employer's interests.
- 3.11.5 Where an Employee is transferred to lower paid duties for reasons set out in [Clause 3.11.4](#), the Employee shall 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 under the standard termination arrangements.
- 3.11.6 The Employer may, at the Employer's option, make payment in lieu thereof of an amount equal to the difference between the former amounts the Employer would have been liable to pay and the new lower amount the Employer is liable to pay the

Employee for the number of weeks of notice still owing. The amounts must be worked out on the basis of:

- (a) the ordinary working hours to be worked by the Employee; and
- (b) the amounts payable to the Employee for the hours including for example, allowances, loadings and penalties; and
- (c) any other amounts payable under the Employee's employment contract.

- 3.11.7 Where a decision has been made to terminate an Employee in the circumstances outlined in [Clause 3.11.4](#), the Employee shall be allowed up to one day's time off without loss of pay during each week of notice for the purpose of seeking other employment.
- 3.11.8 If the Employee has been allowed paid leave for more than one day during the notice period for the purpose of seeking other employment, the Employee shall, at the request of the Employer, be required to produce proof of attendance at an interview or the Employee shall not receive payment for the time absent. For this purpose a statutory declaration will be sufficient.
- 3.11.9 Where a decision has been made to terminate 15 or more Employees in the circumstances outlined in [Clause 3.11.4](#), the Employer shall notify Centrelink as soon as possible giving all relevant information about the proposed terminations, including a written statement of the reasons for the terminations, the number and categories of the Employees likely to be affected, the number of workers normally employed and the period over which the terminations are intended to be carried out.
- 3.11.10 In addition to the period of notice prescribed for ordinary terminations, an Employee whose employment is terminated for reasons set out in [Clause 3.11.4](#) shall be entitled to the following amounts of severance pay:

Period of Continuous Service	Severance Pay (weeks' pay)
• Less than 1 year	nil
• At least 1 year but not more than 2 years	4
• At least 2 years but not more than 3 years	6
• At least 3 years but not more than 4 years	7
• At least 4 years but not more than 5 years	8
• At least 5 years but not more than 6 years	10
• At least 6 years but not more than 7 years	11
• At least 7 years but not more than 8 years	13
• At least 8 years but not more than 9 years	14
• At least 9 years	16

- 3.11.11 Transition Arrangement: An Employee appointed prior to 13 February 2017, who was entitled to severance pay additional to the provision in [Clause 3.11.10](#), shall retain an entitlement to any such additional severance pay.
- 3.11.12 Weeks' Pay means the ordinary time rate of pay for the Employee concerned provided that the calculation of the ordinary time rate of pay excludes: overtime, penalty rates, disability allowances, shift allowances, special rates, fares and travelling time allowances, bonuses and any other ancillary payments.
- 3.11.13 An Employee whose employment is terminated for reasons set out in [Clause 3.11.4](#) may terminate such employment during the period of notice, and, if so, shall be

entitled to the same benefits and payments under this clause had such Employee remained with the Employer until the expiry of such notice: Provided that in such circumstances the Employee shall not be entitled to payment in lieu of notice.

3.11.14 Employees exempted: [Clause 3.11](#) shall not apply:

- (a) where employment is terminated as a consequence of misconduct on the part of the Employee; or
- (b) to Employees engaged for a specific period or task(s); or
- (c) to casual Employees; or
- (d) to Employees whose employment is terminated as a result of a transfer of employment in accordance with Section 122 of the *Fair Work Act 2009*.

3.12 Consultative arrangements

3.12.1 The Parties to this Agreement are committed to co-operation and consultation as part of the climate and culture of our schools and early learning centres. The Parties also accept that final decision making remains the prerogative of the Employer. The Employer however, in coming to decisions, is committed to the process of consultation with Employees.

3.12.2 The nature and mechanism of this consultation shall be determined at the school/centre level by staff and the Principal giving consideration to local circumstances.

3.13 Flexible work arrangements

3.13.1 The Employer acknowledges the changes in societal demands and the changing demographic of the profession. Flexible working arrangements may be accessible on application to the Employer. Flexible work arrangements include changing hours of work, changing patterns of work, and changing place of work. This clause must be read in conjunction with the National Employment Standards (NES).

3.13.2 An Employee is eligible to request for flexible working arrangements if the Employee is:

- (a) a parent, or has responsibility for the care, of a child who is school age or younger;
- (b) a carer (as defined in the *Carer Recognition Act 2010*);
- (c) has a disability;
- (d) 55 or older;
- (e) experiencing violence from a member of the Employee's family; or
- (f) providing care or support to a member of the Employee's immediate family or member of the Employee's household, who requires care or support because the member is experiencing violence from the member's family.

3.13.3 Any request for flexible work arrangements by an Employee must be in writing and shall specify:

- (a) the details of the change sought;
- (b) the reasons for the change;
- (c) the proposed commencement date of the arrangements; and
- (d) the proposed date of return to normal duties.

3.13.4 Such arrangements shall only be made at the request of the Employee and by agreement with the Employer.

- 3.13.5 In giving consideration to the Employee's application for flexible work arrangements, the Employer will take into account the following:
- (a) the nature of the flexible work arrangements sought;
 - (b) the particular circumstances of the Employee that gives rise to the application; and
 - (c) the operational requirements of the Employer, including the Employer's capacity to reorganise work arrangements and secure competent replacement staff.
- 3.13.6 The Employer will only refuse a request on reasonable business grounds.
- 3.13.7 The Employer will give the Employee a written response to the request within 21 days, stating whether the Employer grants or refuses the request. If the Employer refuses the request, the written response will include details of the reasons for the refusal.

3.14 Managing Employee Performance and Conduct Concerns

- 3.14.1 Christian Community Ministries values a quality work experience for all. From time to time the actions of Employees will be reviewed due to a desire to see performance or conduct improvements. It is important for such matters to be managed in the interests of fairness, and that the mutual expectations of the Employer and Employee are clear.
- 3.14.2 Depending on the circumstances, the Employer may counsel the Employee, support the Employee to improve their performance or take formal action against the Employee. The principles of natural justice and procedural fairness form the basis of this process to manage employee performance and conduct.
- 3.14.3 The Employer policies and procedures regarding performance management of staff which are practised subject to the industrial relations legislation in each jurisdiction are generally available to all staff and will be specifically made available to an individual employee if any formal action regarding that Employee is commenced.

3.15 Right to Request Casual Conversion (General Staff)

- 3.15.1 An Employee (other than a Teacher) engaged by the Employer at a particular college as a regular casual Employee may request that their employment be converted to full-time or part-time employment.
- 3.15.2 A regular casual Employee is a casual Employee who has in the preceding period of 12 months worked a pattern of hours on an ongoing basis which, without significant adjustment, the Employee could continue to perform as a full-time employee or part-time employee under the provisions of this Agreement.
- 3.15.3 A regular casual Employee who has worked equivalent full-time hours over the preceding period of 12 months' casual employment may request to have their employment converted to full-time employment.
- 3.15.4 A regular casual Employee who has worked less than equivalent full-time hours over the preceding period of 12 months' casual employment may request to have their employment converted to part-time employment consistent with the pattern of hours previously worked.
- 3.15.5 Any request under this clause must be in writing and provided to the Employer.
- 3.15.6 Where a regular casual Employee seeks to convert to full-time or part-time employment, the Employer may agree to or refuse the request, but the request may only be refused on reasonable grounds and after there has been consultation with the Employee.

- 3.15.7 Reasonable grounds for refusal include that:
- (a) it would require a significant adjustment to the casual Employee's hours of work in order for the Employee to be engaged as a full-time or part-time Employee in accordance with the provisions of this Agreement – that is, the casual Employee is not truly a regular casual employee as defined in [Clause 3.15.2](#);
 - (b) it is known or reasonably foreseeable that the regular Casual employee's position will cease to exist within the next 12 months;
 - (c) it is known or reasonably foreseeable that the hours of work which the regular casual Employee is required to perform will be significantly reduced in the next 12 months; or
 - (d) it is known or reasonably foreseeable that there will be a significant change in the days and/or times at which the Employee's hours of work are required to be performed in the next 12 months which cannot be accommodated within the days and/or hours during which the Employee is available to work.

For any ground of refusal to be reasonable, it must be based on facts which are known or reasonably foreseeable.

- 3.15.8 Where the Employer refuses a regular casual Employee's request to convert, the Employer must provide the casual Employee with the Employer's reasons for refusal in writing within 21 days of the request being made. If the Employee does not accept the Employer's refusal, this will constitute a dispute that will be dealt with under the dispute resolution procedure in [Clause 3.4](#).
- 3.15.9 Where it is agreed that a casual Employee will have their employment converted to full-time or part-time employment as provided for in this clause, the Employer and Employee must discuss and record in writing:
- (a) the form of employment to which the employee will convert – that is, full-time or part-time employment; and
 - (b) if it is agreed that the Employee will become a part-time Employee, the matters referred to in [Clause 9.2.3\(a\)](#) and [Clause 10.2.3\(a\)](#).
- 3.15.10 The conversion will take effect from the start of the next pay cycle following such agreement being reached unless otherwise agreed.
- 3.15.11 Once a casual Employee has converted to full-time or part-time employment, the Employee may only revert to casual employment with the written agreement of the Employer.
- 3.15.12 A casual Employee must not be engaged and re-engaged (which includes a refusal to re-engage), or have their hours reduced or varied, in order to avoid any right or obligation under this clause.
- 3.15.13 Nothing in this clause obliges a regular casual Employee to convert to full-time or part-time employment, nor permits the Employer to require a regular casual Employee to so convert.
- 3.15.14 Nothing in this clause requires the Employer to increase the hours of a regular casual Employee seeking conversion to full-time or part-time employment.
- 3.15.15 The Employer must provide a casual Employee, whether a regular casual Employee or not, with a copy of the provisions of this clause within the first 12 months of the Employee's first engagement to perform work. In respect of casual Employees already employed as at the commencement of this Agreement, the Employer must provide such Employees with a copy of the provisions of this clause within 3 months of commencement of this Agreement. A casual Employee's right to request to convert is not affected if the Employer fails to comply with the notice requirements.

4. WAGES AND RELATED MATTERS

4.1 Salary and Wage Rates

This Agreement provides for the salary and wage rates, including increases, as provided in [Schedule A](#) (Teachers), [Schedule B](#) (General Staff), [Schedule C](#) (ELC Educators) and [Schedule D](#) (VET Trainers and Assessors). Such increases will be effective from the first full pay period after commencement of the increase.

4.2 Payment of salaries and wages

Except where otherwise mutually agreed to between the Employer and the majority of Employees, payment of salaries and wages shall be made fortnightly. The fortnightly rate will be determined by dividing the annual rate by 26.089. Payments will be made by direct transfer into the Employee's nominated bank account.

4.3 Occupational Superannuation

4.3.1 Definition for this Clause 4.3: *Eligible Employee* means an Employee who has earned \$450 or more in any calendar month.

4.3.2 Entitlement: In addition to the rates of pay prescribed by this Agreement, the Employer shall make an Employer superannuation contribution on behalf of each eligible Employee an amount equal to 9.5% of the Employee's ordinary time earnings (or such higher amount as required by the Superannuation Guarantee Legislation as amended from time to time) into the Fund nominated by the Employee. The Employer shall pay superannuation contributions at least once each calendar month.

4.3.3 Choice of Fund: Employees may nominate any Superannuation Fund that is operating in compliance with Commonwealth Government legislation and is able to accept Employer contributions. Where an Employee does not exercise their choice within twenty-eight (28) days of commencing employment the Employer will make contributions to *Christian Super Pty Ltd* as the default fund. Christian Super is a "MySuper" authorised superannuation fund.

4.3.4 Absences from Work: Contributions shall continue to be paid on behalf of an eligible Employee during any paid absence but will not be paid for any period of unpaid absence.

4.3.5 No Other Deductions: No additional amounts shall be paid by the Employer for the establishment, administration, management or any other charges in connection with the Fund other than the remission of contributions as prescribed herein.

4.3.6 Voluntary Employee Contributions: Where an Employee wishes to make voluntary contributions to superannuation (post-tax), the Employee may authorise the Employer to deduct from the Employee's wages an amount specified by the Employee subject to legislation. Additional Employee contributions will be forwarded to the Fund by the Employer at the same time as the Employer's contributions.

4.3.7 Salary Sacrifice to Superannuation: An Employee may elect to Salary Sacrifice an amount to superannuation. Where the Employee so elects the following provisions will apply:

- (a) The Employer will continue to calculate the contributions required by [Clause 4.3.2](#) and/or the Superannuation Guarantee Legislation on the basis of the Employee's ordinary time earnings before the salary sacrifice is deducted.
- (b) Salary sacrifice contributions will be made during any periods of paid leave and the Employee will continue to receive the rate of pay specified under this agreement less the salary sacrifice deduction.

- (c) Calculation of salary for all purposes including leave accruals and other payments due on termination of employment shall be calculated on a rate of pay which includes the salary sacrifice deductions.
- (d) A salary sacrifice arrangement established under this clause may be altered at the Employee's election up to a maximum of once per year and at no cost to the Employer.

4.4 Overpayments

- 4.4.1 Where an Employee receives payment and/or entitlements to which the Employee was not entitled (including salary, leave, and/or any other amount payable under this Agreement), this effectively represents an overpayment which the Employee will be expected to repay. Employees have a responsibility to regularly review pay advices (or equivalent) and promptly notify the Employer of any potential overpayment.
- 4.4.2 Where an overpayment has occurred, the Employer will:
 - a) notify the Employee in writing as soon as practicable that the overpayment exists;
 - b) provide details on why the overpayment occurred and the amount involved; and
 - c) explain the proposed recovery arrangements.

The Employer will endeavour to reach agreement with the Employee on settling the overpayment, and the Employee will be cooperative and reasonable in respect of the recovery arrangements.

- 4.4.3 Recovery arrangements will take into account the nature and amount of the overpayment, the Employee's financial circumstances and any potential hardship to the Employee.
- 4.4.4 Where an Employee agrees in writing, the Employer is entitled to make deductions from the Employee's remuneration for the purpose of recovering the overpayment. This includes making deductions from an Employee's salary, allowance, and/or other amount (including final entitlements) which would otherwise be payable to the Employee under this Agreement.
- 4.4.5 Where an Employee seeks to dispute the amount of the overpayment, they will immediately bring this to the Employer's attention and follow up in writing within seven calendar days of receiving the relevant overpayment notice. In this event, the Employer will not take further action until the dispute is settled.
- 4.4.6 Nothing in the preceding clauses prevents the Employer from pursuing recovery of the overpayment through other available legal avenues.

4.5 Salary Packaging

- 4.5.1 Salary Packaging may be accessed by the Employees subject to Administrative Guidelines as developed by the Employer and made available to all Employees.
- 4.5.2 Where agreement is reached between the Employer and the Employees, Salary Packaging arrangements may be made between the individual Employee and the Employer.
- 4.5.3 Where such an agreement is reached, the Employee's total salary benefit shall be reduced by an amount equivalent to that agreed between the Employer and Employee plus any relevant tax liability incurred by the Employer.
- 4.5.4 In calculating the total salary benefit the Employer shall include the appropriate salary as per the applicable Schedule of this Agreement, Leave Loading and Superannuation Guarantee Charge.

- 4.5.5 The Employer reserves the right to outsource the administration of such agreed salary packaging arrangements. Where this occurs, the costs will be borne by the Employee in regard to their own package.
- 4.5.6 The costs of administration of Salary Sacrifice for the purpose of superannuation only, shall be met by the Employer.
- 4.5.7 For the purpose of calculating Employee benefits the following shall apply:
- (a) the payment of vacation periods and long service leave and other benefits not identified in paragraph (b) of this subclause will be based on the cash component of the salary package; and
 - (b) the payment of superannuation and annual leave loading shall be based on the Employee's wage as prescribed in the applicable Schedule to this Agreement. prior to any salary packaging arrangements.

5. LEAVE PROVISIONS

Minimum entitlements to paid and unpaid leave for staff are provided under the National Employment Standards (NES) contained in the *Fair Work Act 2009*. No provision under this Agreement shall be less favourable than these Standards as amended from time to time.

5.1 Annual Leave — General Staff

- 5.1.1 General Staff (other than casuals) will receive annual leave entitlements in accordance with the NES.
- 5.1.2 As the schools and some early learning centres are shut down for student School Holiday Periods, the Employer requires General Staff to take their annual leave during these non-term weeks.
- 5.1.3 Notwithstanding [Clause 5.1.2](#), alternate annual leave arrangements may be agreed between the Employer and an Employee.
- 5.1.4 The Employer and a General Staff Employee may agree in writing to the Employee cashing out up to two weeks of paid annual leave per annum, provided that the Employee's remaining accrued entitlement to paid annual leave is not less than four weeks. An agreement to cash out a particular amount of annual leave must be signed by the Employer and Employee.
- 5.1.5 General Staff may be directed to take annual leave after accruing six weeks entitlement with the provision of 14 days notice in writing.

5.2 Unpaid Leave During Non-Term Weeks — General Staff

- 5.2.1 For General Staff, *non-term weeks* means:
- (a) for an Early Learning Centre, the weeks in a year that the early learning centre is not open to students; or
 - (b) for a School, weeks in a year that students are not required to attend the school.
- 5.2.2 An Employee may be required to take unpaid leave ("term break unpaid leave") during non-term weeks, provided that:
- (a) the Employee's contract of employment specifies the arrangement in writing;
 - (b) all such periods count as service for continuity of service purposes;

- (c) if appropriate work is available for an Employee during any such period, the existing Employee may be offered such employment. The Employee who is on term break unpaid leave may refuse an offer of employment without prejudice to their normal employment relationship; and
- (d) appropriate work will mean such work as is available that is capable of being performed by the Employee. Remuneration for such work will be at the rate of pay applicable to the work being performed.

5.3 Annual Leave and School Holiday Periods — Teaching Staff

- 5.3.1 For Teachers (other than casuals), the entitlement to four weeks of annual leave under the NES is to be taken during School Holiday Periods.
- 5.3.2 After their annual leave credits have been exhausted, teaching staff will be granted paid stand down leave during school holiday periods, except where required by the Employer to attend duty for staff development or other similar activities. It is not the intention to reduce the present quantum of vacation periods for teaching staff, and any proposed variation which may arise as a result of changing educational needs shall be subject to consultation between the Employer and staff
- 5.3.3 A Teacher upon appointment shall be paid as from the date upon which the Teacher commenced Duty, provided that a Teacher who has taught (or has been granted paid leave by the school) for each day of the school year at the school shall be paid as for a full calendar year commencing on 1st January.
- 5.3.4 A Teacher who ceases Duty before completing 10 teaching weeks of employment shall be paid in lieu of vacation pay an amount equal to 1/12th of their ordinary pay for the period of employment.
- 5.3.5 A Teacher who ceases Duty after at least 10 teaching weeks of employment shall be paid the proportion of the Teacher's annual salary of that year that the Teacher's service excluding school vacations bears to a standard school year. Such proportion of salary shall be calculated on the salary which the Employee was receiving immediately before cessation of employment. A standard year shall be deemed for the purposes of this clause to be the weeks set down in the annual calendar of each school covered by this Agreement as teaching weeks plus any days set down as pupil-free days.

5.4 Annual Leave Loading

Annual leave loading is included in the rates of pay for all staff provided in [Schedule A](#) (Teachers), [Schedule B](#) (General Staff (other than ELC Educators)), [Schedule C](#) (General Staff - ELC Educators) and [Schedule D](#) (VET Trainers and Assessors Staff).

5.5 Long Service Leave

- 5.5.1 The Long Service Leave provisions of the relevant legislation in the jurisdiction where the Employee is appointed will apply subject to the provisions of this [Clause 5.5](#).
Relevant legislation for this clause is the *Industrial Relations Act 1999 (Qld)*, *Long Service Leave Act 1955 (NSW)* and *Long Service Leave Act 1987 (SA)*.
- 5.5.2 All Employees will accumulate Long Service Leave at the rate of 1.3 weeks per full time equivalent year of continuous completed service from the date of engagement.

- 5.5.3 Employees who have completed seven years of continuous service may take their entitlement to Long Service Leave at a mutually convenient time for the Employer and Employee and with reasonable notice of not less than one full school term.
- 5.5.4 Subject to the applicable legislation in the jurisdiction the Employee is employed, Long Service Leave must be taken in periods of not less than one week (being 5 working days for a full-time employee, pro-rata for a part-time or term-time Employee) per occasion, except that in exceptional or unusual circumstances the Employer may allow an Employee to take Long Service Leave for a mutually agreed period of time.
- 5.5.5 Long Service Leave must not be taken with or split between any other form of leave or paid stand-down period without prior approval of the Employer at its discretion; such approval by the Employer will not unreasonably be withheld.
- 5.5.6 Where an Employee is entitled to a period of Long Service Leave, such leave may be taken, by agreement between the Employee and the Employer at the rate of half pay. In such circumstances the length of the Employee's leave would be double the period of leave which would otherwise apply.
- 5.5.7 Upon resignation, death, retrenchment or total and permanent incapacity, a pro-rata payment of Long Service Leave shall be made to an Employee where there is an entitlement as defined in the relevant legislation in the jurisdiction where the Employee is appointed.
- 5.5.8 Cashing out of Long Service Leave:
- (a) Long service leave is designed to ensure that long term Employees receive a break from service and as such the preference of the Employer is for Employees to access accrued Long Service Leave as a period of leave.
 - (b) Under certain circumstances it may be preferable for an Employee to request payment for all or part of the Long Service Leave accrual when it falls due without accessing 'absence of leave' from the Employer. Any such request is to be made in writing with reasonable notice, preferably of not less than one full school term. The arrangement is at the election of the Employee and subject to: the applicable legislation in the jurisdiction the Employee is employed, the discretion of the Employer and the arrangement being in writing and signed by both the Employee and the Employer.

5.6 Parental Leave

5.6.1 Unpaid parental leave shall be provided in accordance with the National Employment Standards (NES) and the *Fair Work Act 2009*.

5.6.2 Paid Maternity Leave

Female Employees will be entitled to six weeks paid parental leave subject to the following:

- (a) To qualify for Paid Maternity Leave, the Employee shall have had at least 12 months paid continuous service with the Employer immediately prior to the date of the birth, or the expected date of birth of the child (such date being as certified by a recognised healthcare professional providing obstetric care for the Employee).
- (b) Continuous service means either full-time or part-time employment. The service may be a combination of full-time and part-time service.
- (c) An eligible Employee is entitled to Paid Maternity Leave equal to six weeks' pay at her substantive rate (including PAR Allowance, if applicable). Normal leave entitlements will accrue during the period of payment.

- (d) The period of paid leave shall be deemed to be the first six weeks of the leave commencing from the first day of maternity leave. The Employee will be paid in accordance with the normal fortnightly pay cycle.
- (e) The Employer may require the Employee to commence paid maternity leave at any time during the six weeks prior to the date of the birth, or expected date of birth, of the child.
- (f) Paid Maternity Leave does not extend the total entitlement to paid and unpaid parental leave beyond the provisions of the NES.
- (g) The period of Paid Maternity Leave shall be inclusive of school vacation periods and Statutory Holidays that may fall within the period (noting that for a teacher this does not diminish the provisions of [Clause 5.3](#)).
- (h) In accordance with the NES, an Employee may access accrued annual leave and long service leave entitlements whilst on unpaid parental leave. All paid leave taken shall form part of the aggregate of parental leave.
- (i) The payment of accrued annual leave entitlements will occur immediately following the completion of the Paid Maternity Leave unless otherwise agreed.
- (j) The Employee's absence on unpaid parental leave will not count as service for incremental purposes.
- (k) To qualify for subsequent paid maternity leave entitlements, an Employee must have returned to work for 12 months paid continuous service.

5.6.3 Spousal (Paternity) Leave

Spousal (Paternity) Leave shall be provided in accordance with the Parental Leave provisions of the NES; in addition, three days paid leave (to be taken within two weeks of the birth) will be granted for the Employee to be present for the birth or to make arrangements related to the birth.

5.7 Personal Leave (Sick and Carer's Leave)

5.7.1 Personal Leave may be taken:

- (a) because the Employee is unfit for work due to a personal illness or injury; or
- (b) to provide care or support to an immediate family or household member (as defined in the *Fair Work Act 2009*), who is ill, injured or is affected by an unexpected emergency.

5.7.2 The *Fair Work Act 2009* defines an immediate family member as:

- (a) a spouse, de facto partner, child, parent, grandparent, grandchild or sibling of the Employee; or
- (b) a child, parent, grandparent, grandchild or sibling of a spouse or de facto partner of the Employee.

5.7.3 Personal Leave shall be accrued and paid in accordance with the Personal/Carer's Leave provisions of the NES.

5.7.4 An Employee on commencement of employment, will have access to half of their personal leave entitlement for their first year of employment. Subsequent leave entitlements will accrue progressively according to the Employee's ordinary hours of work.

- 5.7.5 Where such leave exceeds two days at any one time an Employee is required to provide a medical certificate from a properly accredited medical practitioner or other evidence to the satisfaction of the Employer.
- 5.7.6 The Employer may also require a medical certificate or other evidence to the satisfaction of the Employer where personal leave is taken on either a Monday or Friday or adjacent to a public holiday.
- 5.7.7 Employees are required to promptly notify the Employer of the illness, injury or unexpected emergency that will cause the Employee to be absent from work and the approximate period for which the Employee will be absent.

5.8 Compassionate Leave

Compassionate Leave shall be provided in accordance with the NES; except in the case of the death of the Employee's spouse or child where up to five days paid leave may be granted instead of two.

5.9 Community Service Leave including Jury Service

- 5.9.1 In accordance with the NES, an Employee may be absent from employment to engage in the following activities:
 - (a) required jury service; and
 - (b) voluntary service as a member of an emergency management body in dealing with an emergency or natural disaster.
- 5.9.2 To access such leave, an Employee must provide, as soon as practicable, prior notification to the Employer of their intention of taking the leave and the period or expected leave period. The Employer may require the Employee to provide evidence, such as a statutory declaration, to its satisfaction to verify the reason for any period of community service leave.
- 5.9.3 An Employee is entitled to take community service leave while they are involved in the activity and for reasonable travel and rest time.
- 5.9.4 Regarding jury service:
 - (a) An Employee who has been notified to attend for jury service shall consult with the Employer before the Employee confirms availability for jury service to the relevant court.
 - (b) 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 ordinary pay the Employee would have been paid if the Employee was not absent on jury service. Payment will apply up to the initial 10 days of required service.
 - (c) Alternatively, by agreement, fees (other than meal allowance) received by the Employee to attend jury service will be paid to the Employer and the Employer will continue to pay the Employee their ordinary pay for the time the Employee was absent on jury service.
 - (d) Employees shall notify the Employer as soon as practicable of the date upon which they are required to attend for jury service and shall provide their Employer with proof of such attendance, the duration of such attendance and the amount received in respect thereof.

- (e) If the Employee is not required to serve on a jury for a day or part of a day after attending for jury service and the Employee would ordinarily be working for all or part of the remaining day, the Employee must, if practicable, present for work at the earliest reasonable opportunity.
- (f) Ordinary pay means the rate of pay that an Employee would normally expect to receive for working ordinary hours on an ordinary day of the week, including any over-award payment. Ordinary pay excludes overtime, penalty rates of all types - including those attaching to working ordinary hours (for example) on a Saturday, disability allowances, shift allowances, special rates, fares and travelling time allowances, bonuses and other ancillary payments of a like nature.

5.10 Professional Leave

There are occasions which require a staff member to be absent due to attendance at approved work related conferences, seminars and professional development courses. Leave granted for these purposes may be paid or unpaid and is discretionary at the election of the Employer.

5.11 Special Leave

Special Leave for personal reasons is discretionary at the election of the Employer and may be granted as paid leave for up to three days per calendar year.

5.12 Unpaid Leave (Leave Without Pay)

5.12.1 Leave without pay for personal reasons is discretionary at the election of the Employer. The Employer expects employees will usually utilise accrued paid leave entitlements prior to requesting leave without pay.

5.12.2 Extended Unpaid Leave

- (a) Up to 12 months unpaid leave for study, travel or family reasons may be granted after completion of four years full-time service.
- (b) Up to four years unpaid leave for Christian missionary service or theological studies may be granted after completion of four years full-time service.
- (c) Extended unpaid leave is discretionary at the election of the Employer.

5.13 Public Holidays

5.13.1 The following days are public holidays under the NES:

- (a) 1 January (New Year's Day)
- (b) 26 January (Australia Day)
- (c) Good Friday
- (d) Easter Monday
- (e) 25 April (Anzac Day)
- (f) Birthday of the Sovereign (the day on which it is celebrated in a State or Territory or a region of a State or Territory)
- (g) 25 December (Christmas Day)
- (h) 26 December (Boxing Day)

- (i) Any other day or part-day declared or prescribed by or under a law of a State or Territory to be observed generally within the State or Territory (or a region of the State or Territory) as a public holiday.
- 5.13.2 A day listed in [Clause 5.13.1](#) will be a public holiday for an Employee if that day is declared or prescribed by law as a public holiday in the region where the school or early learning centre, to which Employee has been appointed, is located.
- 5.13.3 Where a public holiday falls on a day upon which an Employee is normally employed, that Employee shall be paid the appropriate ordinary time rate for the number of hours normally worked on that day.
- 5.13.4 An Employee required to work on a public holiday will be paid at the rate of 250% for ordinary hours performed, unless the Employer and the Employee have agreed to the Employee taking a day off instead of payment in which case the Employee will be paid at the ordinary time rate for work on the public holiday.
- 5.13.5 Substitution of public holidays:
- (a) By agreement between the Employer and the majority of Employees, an alternative day may be taken as a public holiday instead of any of the days specified by the National Employment Standards. 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.

6. JOB SHARE

The Parties agree that job share can assist Employees in balancing work and family demands throughout various stages of their life and work cycle, and as such job-share can have advantages for Employees and Employer.

Consequently, the Employer agrees to implement a job-share provision in accordance with agreed guidelines below. All Employees shall have access to the job-share provision, at the discretion of the Principal for the school or early learning centre at which they are employed.

6.1 Introduction

- 6.1.1 Definition: Job-sharing is a voluntary arrangement in which the duties, responsibilities and benefits of a full-time position are divided between two Employees for the life of the arrangement.
- 6.1.2 Principles: The agreed principles are:
- (a) job-sharing is entered into voluntarily;
 - (b) job-share arrangements shall be flexible and accommodate the Employer and Employee needs; and
 - (c) all requests for job-share arrangements are subject to the approval of the Principal.
- 6.1.3 At the conclusion of the job-share period both Employees will return to the position as designated in the relevant letter of appointment and the employment status each held before the job-share began.
- 6.1.4 If one member of a job-sharing team vacates the position for any reason or is terminated, and the remaining job sharer does not wish to vary their employment category to full-time, reasonable effort to find a suitable replacement for the vacant

half of the position will be made. Where a suitable replacement cannot be found, the remaining job-sharer may be required to transfer to another position, if a position is available.

6.2 Job Share Arrangements for Teachers

6.2.1 Application: A full-time teacher may apply to the school for his or her position to be considered for job-share. When considering the application, the Principal will have regard to the following:

- (a) the positions that might be affected;
- (b) what process will be used to determine the teachers who will job-share and under what arrangements the teachers will work, including:
 - (i) the days worked by each teacher;
 - (ii) the communication process between the teacher and the relevant supervisor/s, and between the teachers themselves;
 - (iii) division of planning and non-contact time;
 - (iv) the expectations placed upon teachers in relation to participation in excursions and co-curricular activities where relevant;
 - (v) participation in parent teacher interviews;
 - (vi) participation in duties such as playground and bus supervision;
 - (vii) participation in assessment and reporting;
 - (viii) attendance at staff meetings and other meetings;
 - (ix) participation in professional development;
 - (x) any matters considered relevant by the Principal; and
 - (xi) any other matters considered relevant by each of the Principal and Employees to the position to be shared.

6.2.2 Appointment: Upon appointment, each participant will receive an individual letter of appointment from the Principal which outlines the arrangements determined in [Clause 6.2.1\(b\)](#) above, and also identified the following:

- (a) The position concerned and the continuing status of that position;
- (b) The fixed nature of the arrangement;
- (c) The fixed term status of any replacement Employee if applicable; and
- (d) The duration of the arrangement.

6.2.3 Alteration to Arrangements: Where a participant seeks to amend the terms of the arrangements, the further approval of the Principal is required and he or she shall have regard to the elements contained in [Clause 6.2.1](#).

6.3 Job Share Arrangements for General Staff Employees

6.3.1 Application: A full-time General Staff Employee may apply for their position to be considered for job-share. When considering the application, the Principal will have regard to the following:

- (a) how many positions might be affected;
- (b) what process will be used to determine the employees who will job share and under what arrangements the employees will work, including:

- (i) the days worked by each Employee;
 - (ii) the communication process between the Employees and the relevant supervisor/s, and between the Employees themselves;
 - (iii) attendance at staff meetings and other meetings;
 - (iv) participation in professional development; and
 - (v) any other matters arising out of the position to be shared.
- 6.3.2 Appointment: Upon appointment, each participant will receive an individual letter of appointment from the Principal which outlines the arrangements determined in [Clause 6.3.1\(b\)](#) above, and also identified the following:
- (a) The position concerned and the continuing status of that position;
 - (b) The fixed nature of the arrangement;
 - (c) The fixed term status of any replacement Employee if applicable; and
 - (d) The duration of the arrangement.
- 6.3.3 Alteration to Arrangements: Where a participant seeks to amend the terms of the arrangements, the further approval of the Principal is required and he or she shall have regard to the elements contained in [Clause 6.3.1](#).

6.4 Conditions and Entitlements

- 6.4.1 All job-share arrangements are made for a maximum period of one school year.
- 6.4.2 Payment is made in accordance with the scale of salaries prescribed in the applicable Schedule, proportioned based on the percentage division of the work.
- 6.4.3 All entitlements to annual leave (where applicable), annual leave loading (where applicable), sick leave, long service leave, public holidays, superannuation and benefits provided under this Agreement are provided on a pro-rata basis.
- 6.4.4 In the event that one participant is absent on sick leave and a replacement is required, the other participant may be offered the relief work.
- (a) If the relief work is accepted, the participant will be paid at the ordinary hourly rate and accrue appropriate leave entitlements for those hours.
 - (b) In the event that the other participant refuses the offer, or is unavailable to accept the offer, a relief Employee may be engaged and paid on either a fixed term contract or a casual basis.
- 6.4.5 Long service leave, parental leave, and/or special leave may be granted within the period of the job share arrangement.
- 6.4.6 All work undertaken by job-share Employees counts towards incremental progression on a pro-rata basis.
- 6.4.7 Job-share Employees are expected to report for full day duty for the pupil free days nominated for professional development activities during the school year declared by the Employer as requiring attendance by all Employees. All attendance beyond the proportion that the participant's arrangement bears to a full time Employee will be paid time, calculated on ordinary time earnings.

7. PROVISIONS SPECIFIC TO TEACHERS

This section applies to all Employees engaged as a Teacher in a school or early learning centre; provided that [Section 8](#) additionally applies to a Teacher employed in an Early Learning Centre.

7.1 Definitions

7.1.1 **Year of Service** for the purpose of assessing the salary payable to a Teacher shall be determined with due regard to their qualifications and years of service in a capacity equivalent to the particular category of Teacher in recognised schools certified or registered under applicable legislation in States or Territories of the Commonwealth of Australia.

7.1.2 **Teacher** means a person employed as such by a school and who performs duties which include: delivering an educational program; assessing student participation in educational programs; administration, review or development of educational programs and co-curricular activities; and performing other duties incidental to the delivery of educational programs and co-curricular activities.

(a) To be employed as a Teacher, a person must hold valid teacher registration or accreditation (or equivalent) as required by legislation applicable in the relevant State jurisdiction.

(b) So as to remove any doubt, Teacher includes a Teacher in a senior leadership position, but not a Principal or Deputy Principal.

(c) So as to remove any doubt, a Teacher includes a VET Trainer and Assessor who holds valid teacher registration; but excludes a person engaged as a VET Trainer and Assessor who is not a registered teacher (a VET Trainer and Assessor who is not a Teacher shall be employed as a General Staff Employee, and specifically pursuant to [Section 11](#)).

7.1.3 **AQF Level** refers to a level within the Australian Qualifications Framework; each level being indicative of the relative complexity and/or depth of achievement and the autonomy required to demonstrate that achievement (AQF Level 1 has the lowest complexity and AQF Level 10 has the highest complexity). AQF Levels and typical qualification titles are:

- Level 1 — Certificate I
- Level 2 — Certificate II
- Level 3 — Certificate III
- Level 4 — Certificate IV
- Level 5 — Diploma
- Level 6 — Advanced Diploma, Associate Degree
- Level 7 — Bachelor Degree
- Level 8 — Bachelor Honours Degree, Graduate Certificate, Graduate Diploma
- Level 9 — Masters Degree
- Level 10 — Doctoral Degree.

7.2 Employment Categories

- 7.2.1 A person employed as a Teacher under this Agreement will be appointed in one of the following categories:
- (a) full-time;
 - (b) part-time;
 - (c) fixed period; or
 - (d) casual.
- 7.2.2 Full-time Appointment: A full-time Teacher is engaged to work with a full teaching load or a full teaching and administration load.
- 7.2.3 Part-time Appointment: A part-time Teacher is engaged to work on a regular basis for less than, but not more than 90% of, the hours of a full-time Teacher in the school
- (a) By mutual agreement between a part-time Teacher and the Employer the regular work of that Teacher may increase to above 90% of full time hours, but less than 100% of full-time hours, in which case the part-time Teacher will not be considered to be full-time and will receive remuneration and entitlements on a pro-rata basis.
 - (b) The rate of payment for part-time Teachers shall be calculated by dividing by 70 the fortnightly rate of salary prescribed by this Agreement for a full-time Teacher of equivalent teaching experience and academic qualification. Part-time Teachers shall accrue a pro-rata entitlement to paid leave and vacation periods based on their average weekly hours of employment.
 - (c) The Employer cannot vary a part-time Teacher's teaching load or days of attendance unless:
 - (i) the Employee consents; or
 - (ii) where such a variation is required as a result of a change in funding or enrolment or curriculum, the Employer provides seven calendar weeks' notice in writing, or where the change would result in a reduction in income, the income of the teacher is maintained for a period of seven calendar weeks.
- 7.2.4 Fixed Period Appointment: A Teacher may be employed for a fixed period of time for a period of at least four weeks but no more than 12 months on either a full-time or part-time basis to:
- (a) undertake a specified project for which funding has been made available;
 - (b) undertake a specified task which has a limited period of operation; or
 - (c) replace an Employee who is on leave, performing other duties temporarily or whose employment has terminated after the commencement of the school year — provided that where the replacement arrangement extends beyond 12 months, the fixed term employment may be extended for up to a further 12 months.
- 7.2.5 Casual Appointment: A casual Teacher is an employee engaged and paid as such. The remuneration payable to a casual Teacher will be:
- (a) Where a casual Teacher is engaged on a day-to-day basis for a period of not more than five consecutive days, the rate of pay will be a daily rate as specified in Schedule A, which is inclusive of a casual loading.

- (b) Where a casual Teacher is engaged for more than five consecutive days, the rate of pay will be the appropriate casual hourly rate for the classification as determined per [Clause 7.4](#), calculated as follows:
- Identify the applicable annual rate in [Schedule A](#) (inclusive of Location Loading);
 - Divide the identified applicable annual rate by 26.089 to obtain a fortnightly rate;
 - Divide the fortnightly rate by 70 to obtain an hourly rate;
 - Add 23.7% to the hourly rate to obtain the casual hourly rate.

Provided that a casual Teacher will be paid for a minimum of 3.5 hours per day.

Note: The annual rates of pay in [Schedule A](#) include provision for annual leave loading. The 23.7% casual loading plus the hourly rate derived from [Schedule A](#) effectively provides a casual Employee with an equivalent casual loading of 25%.

7.3 Terms of Engagement

- 7.3.1 On appointment the Employer will provide the Teacher (other than a casual Teacher) with a letter of appointment stating the classification and rate of salary applicable on commencement, their teaching load and expectations of the extracurricular commitment required of them.
- 7.3.2 In the case of a part-time Teacher, the letter of appointment will include the Teacher's teaching load expressed as a percentage of a full-time load in the school and that their extracurricular commitment will generally be, on balance, in the same proportion to their teaching load as that of a full-time Teacher.
- 7.3.3 Where the Employer engages the Teacher on a fixed term basis, the letter of appointment will inform the Teacher of the reason the employment is fixed term, the date of commencement and the period of the employment.

7.4 Classification

- 7.4.1 On appointment, an Employee engaged as a Teacher will be classified and placed on the appropriate level on the salary scale in [Schedule A](#), according to their teaching experience and qualifications.
- 7.4.2 Recognition of Qualifications and Previous Teaching Experience:
- (a) The Employer may require that the Employee provide documentary evidence of qualifications and teaching experience.
- (b) If the Employer considers that the Employee has not provided satisfactory evidence, and advises the Employee 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 an Employee.
- (c) The Employer recognises teaching experience in any State or Territory of Australia (subject to provision of a satisfactory statement of service or similar evidence) but does not commit to recognise teaching experience outside Australia.
- (d) For the purpose of this Agreement, teaching experience does not include employment as a Teacher in a TAFE program (unless the Teacher is being

employed to teach a Vocational and Educational Training (VET) program) or in an English Language School.

- (e) Prior service as a part-time Teacher will normally be recognised on a pro-rata basis according to the percentage of a full-time teaching load undertaken in any year; provided that where the overall hours are less than the equivalent of a full-time load, service will be rounded to the nearest full year.
- (f) 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.
- (g) Where an Employee has completed, after commencement of employment, further teaching experience with another Employer (for example, during unpaid leave) or additional qualifications, they will be entitled to be classified accordingly and back paid from the date of completion of the experience or qualifications, provided the Employee provided satisfactory evidence to the Employer within three months of completion. In all other cases the Employee will be classified and paid from the date satisfactory evidence is provided.

7.4.3 Commencement and Progression:

- (a) A person working as a teacher who holds a relevant AQF 5 qualification or below will commence on Graduate Level 1 of the salary scale in [Schedule A](#) and progress according to normal years of service to Graduate Level 2. These teachers will have their salary calculated on the basis of 90% of the relevant underlying base level.
- (b) A person working as a teacher who holds a relevant AQF 6 qualification will commence on Graduate Level 1 of the salary scale in [Schedule A](#) and progress according to normal years of service to Graduate Level 4. AQF 6 qualified teachers will have their salary calculated on the basis of 95% of the relevant underlying base level.
- (c) A Trained Teacher who holds state teacher registration and a relevant AQF 7 or AQF 8 qualification will commence on Graduate Level 1 of the salary scale in [Schedule A](#) and, subject to [Clause 7.4.3\(f\)](#), progress according to normal years of service to Proficient Level 6 of the scale.
- (d) A Trained Teacher who holds state teacher registration and a relevant AQF 9 qualification will commence on Graduate Level 2 of the salary scale in [Schedule A](#) and, subject to [Clause 7.4.3\(f\)](#), progress according to normal years of service to Proficient Level 6 of the scale.
- (e) A Trained Teacher who holds state teacher registration and a relevant AQF 10 qualification will commence on Graduate Level 4 of the salary scale in [Schedule A](#) and, subject to [Clause 7.4.3\(f\)](#), progress according to normal years of service to Proficient Level 6 of the scale.
- (f) A Teacher must gain full teacher registration/accreditation or equivalent with the teacher registration authority in the State where they are appointed in order to progress beyond Graduate Level 4.
- (g) A Teacher who qualifies for a relevant AQF 9 or 10 degree after commencement of employment can request to have their classification reviewed on the basis that it be deemed to have commenced on the commensurately higher levels listed above. The reclassification will commence no earlier than the graduation date of the Teacher in the new degree.

7.5 Highly Accomplished and Lead Teacher Classifications

7.5.1 Eligibility requirements:

To access the voluntary Highly Accomplished Teacher (HAT) or Lead Teacher (LT) salary classification a teacher must meet all of the following requirements:

- (a) Have completed the probationary period of their employment;
- (b) Have current teacher registration/accreditation through the relevant state authority;
- (c) Have current certification as a Highly Accomplished Teacher or Lead Teacher at the standards defined by the Australian Institute for Teaching and School Leadership (AITSL);
- (d) Be meeting the role expectations as per [Clause 7.5.6](#);
- (e) Meet the additional Christian Education Leadership standard outlined in the CCM Application for Highly Accomplished and Lead Teacher Classification;
- (f) Be working at a College which has available remunerated HAT or LT positions (as confirmed by the Principal); and
- (g) Have his/her application approved by the Employer.

7.5.2 Obtaining Certification: For the purposes of [Clause 7.5.1\(c\)](#) certification (nationally recognised) must be gained through an AITSL Certifying Authority as determined by the Employer from time to time.

An Employee seeking to obtain certification is required to notify their Principal prior to applying to a certifying authority and obtain confirmation of support or assistance expected from their workplace as part of the certification process (including appointment of a school-based mentor, as required).

7.5.3 Remunerated HAT and LT positions:

The Employer will make budget provision for remunerated HAT and LT positions in a College determined on the basis of one potential full-time equivalent HAT or LT position per 25 FTE teachers at the relevant College.

7.5.4 Cost of Certification:

The cost to obtain HAT and LT certification from a Certifying Authority (as listed in [Clause 7.5.2](#)) is the responsibility of the Employee.

7.5.5 Classification Timeframes:

- (a) Applications for those wishing to be considered for HAT and LT positions will be open during the month of October each year for the upcoming calendar year.
- (b) When an application for HAT or LT classification is made, any approval will be granted for a specified time period. This will usually be 3 years.
- (c) At the end of the approved period, the Employee's classification shall be reviewed in light of each of the items in [Clause 7.5.1](#). If classification at HAT or LT is not renewed for another specified time period, the Employee's classification will be re-assessed in accordance with provisions of [Clause 7.4](#). Any cost associated with this will be the responsibility of the Employer.

7.5.6 Role Expectations:

The role of Highly Accomplished or Lead Teacher comes with specific expectations related to leading in the area of classroom teaching practice rather than role responsibilities which would ordinarily be associated with a PAR. Any specific duty expectations associated with this role will be provided to the Employee.

7.6 Hours of Duty

Although teaching often requires hours that extend beyond the school hours (when students are in attendance), Teachers are required to attend school between the hours of 8:00 am to 3:30 pm on each regular school day.

7.7 Ordinary hours of work

7.7.1 This clause of the Agreement provides for industry specific detail and supplements the National Employment Standard (NES) that deals with maximum weekly hours.

7.7.2 Notwithstanding the NES, and due to the operational requirements of the Employer, the ordinary hours of an Employee under this Agreement may be averaged over a 12-month period.

7.7.3 The ordinary hours of work for a Teacher during term weeks are variable. In return, a Teacher is not generally required to attend for periods of time when students are not present, subject to the needs of the Employer with regard to professional development, student free days and other activities requiring the Teacher's attendance.

7.7.4 The maximum number of days that a Teacher will be required to attend during term weeks and non-term weeks will be 205 in each school year.

The following circumstances are not included when calculating the 205 Teacher attendance days:

- (a) co-curricular activities that are conducted on a weekend;
- (b) school related overseas and interstate trips, conferences and similar activities undertaken by mutual consent during non-term weeks;
- (c) when the Employee appointed to a leadership role is performing duties in non-term weeks that are directly associated with the leadership role;
- (d) when the Employee has boarding house responsibilities and the Employee is performing those duties during term weeks and non-term weeks; and
- (e) exceptional circumstances, such as the requirement to provide pastoral care to students in the event of an emergency, disaster, traumatic or similar significant or unforeseen circumstances in the school community, in which an Employee may be recalled to perform duties relating to their position.

7.7.5 The Employer will provide written notice of term weeks and the days in non-term times on which teachers are required to attend, by the start of Term 4 of the preceding year.

7.7.6 The annual salary and any applicable allowances payable under this Agreement are paid in full satisfaction of a Teacher's entitlements for the school year or a proportion of the school year. The Teacher's absence from school during non-term weeks is deemed to include their entitlement to annual leave.

7.8 Entitlement to Non-Instructional Time

- 7.8.1 Instructional time is defined as programmed teaching time which has a preparation requirement within the normal paid hours. It does not include weekly assembly, chapel services, administrative time or home room time where Teachers do not have a preparation load.
- 7.8.2 Entitlement to non-instructional time shall be accrued as a factor of worked instructional time. For Primary and Secondary Teachers, non-instructional time shall accrue as a minimum at the rate of 30 minutes for every 200 minutes of instructional time worked.
- 7.8.3 A Teacher's preparation time entitlement should not ordinarily be acquitted between the paid times of 8:00am and 8:30am or 3:00pm and 3:30pm. These paid times normally adjoin the commencement and conclusion of the daily timetable and are used for general organisational purposes, devotions, staff meetings and the like.
- 7.8.4 Where difficulties arise at a school due to staff/student ratios or timetable constraints, then variations may be permitted after discussion between relevant parties.

7.9 Meal Breaks

The Employer will endeavour to provide Teachers with a 30-minute unpaid meal break each day, subject to normal staff availability.

7.10 Professional Development for Teachers

- 7.10.1 Further to the provisions of [Clause 3.5](#), the parties to this Agreement affirm the value of all Teachers undertaking relevant professional development related to their work role and duties.
- 7.10.2 The parties to this Agreement agree that
- (a) participation in planning, pastoral and curriculum matters is an important element in the professional status of Teachers, as well as in maintaining the efficient and effective operation of the Schools; and
 - (b) they will cooperate in encouraging and enabling involvement in professional activities such as subject panels, regional subject and Teacher meetings within the schools' resource capacity.
- 7.10.3 Professional development conducted by the Employer for teaching staff, including that held during pupil free days and staff meetings, will, wherever relevant, articulate the requirements of professional standards applicable in the relevant jurisdiction.
- 7.10.4 Teachers who attend professional development activities conducted by the Employer will be provided with a record of attendance; such documentation will be provided to support the maintenance of a teacher's individual account of professional development undertaken which is required for report to the teacher registration authority in the relevant jurisdiction.

7.11 Positions of Added Responsibility

- 7.11.1 This clause shall apply to Teachers appointed to Positions of Added Responsibility up to but not including Deputy Principal and other Senior Administrators.

7.11.2 Definitions for [Clause 7.11](#):

- (a) **Position of Added Responsibility (PAR):** A PAR is a role within a school designated to provide support to the Principal or his/her delegate in the overall management of that school.
- (b) **Tenure:** Whilst a Teacher performing a PAR may have permanent employment, the PAR arrangements associated with their work will have a tenure of 12 months unless otherwise stated. The maximum tenure for a PAR arrangement is 3 years.
- (c) **School Size:**
- Small School: Up to 399 students
 - Medium School: 400 to 799 students
 - Large School: Greater than 800 students

7.11.3 **College PAR Allocation:** The PAR allocation at a school will depend on the individual circumstances of that school and potential staff to perform PAR duties. The Employer will determine the amount of money and time allocated to PAR duties in each school within the framework of the staffing and budgetary constraints at that school.

7.11.4 **Individual Allocations:** A single PAR arrangement with a Teacher will result in that Teacher being given a time allocation and/or a remuneration allocation which is paid in addition to their normal salary. The combination of time and/or remuneration will depend on the level of responsibility, style of work, staff member and College context, tenure and level of support associated with the PAR arrangement.

- (a) The time allocation will ordinarily be specified as a number of weekly timetabled periods of non-contact time. These periods will not generate further non-instructional time under [Clause 7.8](#) of this Agreement.
- (b) The annual remuneration allocation will ordinarily be specified as a percentage of the average Proficient 6 teacher classification for the relevant school year. The maximum allocation for any PAR arrangement is 20% of Proficient 6.
- (c) As a guide, the combinations of time and remuneration in the following tables may be used.

PAR Guidance - Small School (up to 399 students)				
Level	Position	Indicative Role	PAR % up to ...	Indicative Time Allocation
5	Coordinator Level 3	Primary or Secondary Leader	10%	Subject to need
4	Coordinator Level 2	Subject coordinator	5%	Has one subject line removed.
3	Coordinator Level 1	Year level Coordinator	2.5%	1 or 2 extra learning sessions off for follow up.
2	Team Leader	Primary or Secondary Year level team leader or subject team leader.	2.5%	Extra learning session off for follow up.
1	Project Leader	Takes responsibility for an area of development.	0%	Subject to need

PAR Guidance - Medium School (400 to 799 students)				
Level	Position	Indicative Role	PAR % up to ...	Indicative Time Allocation
6	Head of Department	Head of Primary or Secondary; Head of Teaching & Learning.	15%	50%
5	Coordinator Level 3	Coordinator of a subsection — Head of Welfare; Head of Senior Studies; Head of ITC	10%	Subject to need
4	Coordinator Level 2	Subject coordinator in a school where you have a Head of Department to report to.	5%	Has one subject line removed.
3	Coordinator Level 1	Year level Coordinator	2.5%	1 or 2 extra learning sessions off for follow up.
2	Team Leader	Primary or Secondary Year level team leader or subject team leader.	2.5%	Extra learning session off for follow up.
1	Project Leader	Takes responsibility for an area of development.	0%	Subject to need

PAR Guidance - Large School (Greater than 800 students)				
Level	Position	Indicative Role	PAR % up to ...	Indicative Time Allocation
7	Head of Phase (sub-school 250+ or complex like the Senior Schooling Phase)	Runs the staffing team and works with teachers, students and parents like a small school principal.	20%	Secondary: 50% teaching. Primary: no specific teaching role.
6	Head of Department	Runs a complete unit within a school or other major role when not using Heads of Phase and Coordinator combinations.	15%	50%
5	Coordinator Level 3	Technical P-12 position to manage a particular area of improvement or operation. Special Needs P-12.	10%	Subject to need
4	Coordinator Level 2	Subject coordinator in a school where you have a Head of Phase to report to.	5%	Has one subject line removed.
3	Coordinator Level 1	Year level coordinator in the secondary school.	2.5%	1 or 2 extra learning sessions off for follow up.
2	Team Leader	Primary Year level team leader or subject team leader.	2.5%	Extra learning session off for follow up.
1	Project Leader	Takes responsibility for an area of development.	0%	Subject to need

8. PROVISIONS SPECIFIC TO TEACHERS EMPLOYED IN EARLY LEARNING CENTRES OPERATING FOR AT LEAST 48 WEEKS PER YEAR

This section applies to all Employees engaged as Teachers in an early learning centre in addition to provisions in [Section 7](#); it does not apply to Teachers employed in a Foundation Year to Year 12 school. If there is an inconsistency between a clause in this [Section 8](#) and a clause in [Section 7](#), the provision in [Section 8](#) shall prevail.

8.1 Ordinary hours of work

- 8.1.1 Subject to this clause, a full-time Employee's ordinary hours of work will be 38 per week.
- 8.1.2 The ordinary hours of work may be averaged over a period of four weeks.
- 8.1.3 The ordinary hours of work will be worked between the hours of 6:00am and 6:30pm on any five days between Monday and Friday and will not exceed eight hours in duration. Subject to the provisions of [Clause 3.3](#), by agreement between an Employer and an Employee, an Employee may be rostered to work up to a maximum of 10 hours in any one day.
- 8.1.4 Breaks between periods of duty:
 - (a) An Employee will be entitled to a minimum break of 10 consecutive hours between the end of one period of duty and the beginning of the next. This applies in relation to both ordinary hours and where overtime is worked.
 - (b) Where an Employer requires an Employee to continue or resume work without having a 10 hour break off duty, the Employee is entitled to be absent from duty without loss of pay until a 10 hour break has been taken, or be paid at double time of the ordinary rate of pay until released from duty.
- 8.1.5 Employees who are engaged to attend during term weeks (being the weeks in a year that a kindergarten or other specified program operates at the ELC during which students enrolled in that program are expected to attend) plus a minimum of five non-term weeks will be paid an additional 4% on the pay rates in [Schedule A](#).

8.2 Rostered days off

The Employer and an Employee may agree that the ordinary hours of work provided by [Clause 8.1](#) will be worked over 19 days in each four week period, in which case the following provisions will apply:

- 8.2.1 The Employee will work 152 hours over 19 days in each four week period with one rostered day off on full pay in each such period.
- 8.2.2 An Employee will accrue 24 minutes for each eight hour day worked to give the Employee an entitlement to take rostered days off.
- 8.2.3 Each day of paid leave taken by an Employee (but not including long service leave, or any period of stand-down, any public holiday or any period of absence for which workers compensation payments apply occurring during any cycle of four weeks) will be regarded as a day worked for the purpose of accruing an entitlement under [Clause 8.2.2](#).
- 8.2.4 Rostered days off will not be regarded as part of the Employee's annual leave for any purpose.

- 8.2.5 An Employee will not be entitled to personal leave in respect of illness whilst on a rostered day off. In the event of a rostered day off falling on a public holiday, the Employer and the Employee will agree on a substitute day.
- 8.2.6 An Employee will not be entitled to more than 12 rostered days off in any 12 months of consecutive employment.
- 8.2.7 An Employee who is scheduled to take a rostered day off before having worked a complete four week cycle will be paid a pro rata amount for the time that the employee has accrued in accordance with [Clause 8.2.2](#).
- 8.2.8 An Employee whose employment is terminated in the course of a four week cycle will be paid a pro rata amount for the time that the Employee has accrued in accordance with [Clause 8.2.2](#).
- 8.2.9 Rostered days off will be determined by mutual agreement between the Employer and the Employee, having regards to the needs of the place of employment.
- 8.2.10 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.
- 8.2.11 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.
- 8.2.12 Where a service operates for less than 48 weeks per year and the Employee receives more than four weeks' paid leave per year, the Employee will accrue rostered days off to a maximum of seven days in any 12 months of consecutive employment. Any days accrued in excess of seven will be subsumed into the period of paid leave. Alternatively, Teachers may be required to work a maximum of 42 weeks per year and not be entitled to the 4% loading as provided in [Clause 8.1.5](#). In these circumstances rostered days off will not accrue.

8.3 Breaks

- 8.3.1 Meal Break: An Employee will be entitled to an unpaid meal break of not less than 30 minutes and not more than 60 minutes no later than five hours after commencing work. Provided that Employees who are engaged for not more than six hours continuously per shift may elect to forego a meal break, subject to Employer agreement or operational needs to the early learning centre.
- 8.3.2 Non-contact time: An Employee responsible for programming and planning for a group of children will be entitled to a minimum of two hours per week, during which the Employee is not required to teach or supervise children or perform other duties directed by the Employer, for the purpose of planning, preparing, researching and programming activities.

8.4 Overtime

- 8.4.1 Overtime rates
- (a) An Employee will be paid overtime for all authorised work performed outside of or in excess of the ordinary or rostered hours at the rate of time and a half for the first three hours and double time thereafter.
- (b) Notwithstanding [Clause 8.4.1\(a\)](#), part-time Employees who agree to work in excess of their normal hours will be paid at ordinary time for up to eight hours provided that the additional time worked is during the ordinary hours of operation of the early childhood service. No part-time Employee may work in excess of eight hours in any day without the payment of overtime.

8.4.2 Time off instead of payment for overtime

- (a) An Employee and an Employer may agree that an Employee will be provided with time off instead of being paid an overtime payment for all authorised work performed outside of or in excess of the ordinary or rostered hours.
- (b) Overtime taken as time off during ordinary time hours must be taken at the ordinary time rate, that is, an hour for each hour worked.
- (c) Where an Employee and an Employer have agreed to time off instead of payment for overtime under [Clause 8.4.2\(a\)](#) and such time has not been taken:
 - (i) within four weeks of accrual; or
 - (ii) during the non-term weeks agreed in writing between an Employee and an Employer; then

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.

8.4.3 Make-up time

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

8.5 Shiftwork

8.5.1 For the purposes only of calculating the loadings provided for this clause:

- (a) a fortnightly rate of pay is calculated by dividing the Employee's annual salary, including applicable allowances, by 26.089;
- (b) a daily rate of pay is calculated by dividing the fortnightly rate as provided for in [Clause 8.5.1\(a\)](#) by 10; and
- (c) the rate of pay for a casual is first calculated in accordance with the provisions of [Clause 7.2.5](#) of this Agreement.

8.5.2 A loading is payable to Employees required to perform shiftwork in accordance with the following:

<i>Shift</i>	<i>% of ordinary rate</i>
Early morning shift (any shift commencing at or after 5.00 am and before 6.00 am)	10
Afternoon shift (any shift finishing after 6.30 pm and at or before midnight)	15
Night shift, rotating with day or afternoon shift	17.5
Night shift, non-rotating (any shift finishing after midnight and at or before 8.00 am or any shift commencing at or after midnight and before 5.00 am which does not rotate or alternate with other shifts so as to give the employee at least one third of their shifts off night shift in each roster cycle)	30
Saturday	25

8.6 Director's Allowance

8.6.1 This clause applies only to an early childhood Teacher who is appointed to a position of Director of an early learning centre.

8.6.2 A full-time Employee who is appointed as a Director will be paid, in addition to the amounts payable pursuant to [Schedule A](#), an annual allowance based on a percentage of the rate for a teacher appointed as per [Clause 7.4.3\(a\)](#), and calculated on the basis of the number of places in the centre for which they are responsible where:

- (a) Level 1 refers to a centre with no more than 39 places;
- (b) Level 2 refers to a centre with 40—59 places; and
- (c) Level 3 refers to a centre with 60 or more places.

<i>Level</i>	<i>% of Level 1 rate per year</i>
1	11.50
2	14.25
3	17.30

8.6.3 A part-time Employee who is appointed as a Director will be paid, in addition to the amounts payable pursuant to Schedule A, an allowance in accordance with the table in [Clause 8.6.2](#), on a proportionate basis to the hours they work.

8.6.4 An Employee 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.

8.7 Recognition of Previous Teaching Experience

8.7.1 Requirements for recognition of qualifications and experience are provided in [Clause 7.4.2](#).

8.7.2 The following will be recognised as previous teaching experience for an Early Childhood Teacher:

- (a) Teaching experience in preschools, kindergartens, multi-purpose centres, early intervention services, long day care centre and other similar services;
- (b) Teaching experience of children from four to eight years (or in school education years Foundation to Year 3 inclusive) at a school in Australia registered and/or accredited under the relevant state or territory authority;
- (c) Service as a lecturer in early childhood education or child development, as a child development officer or equivalent; and
- (d) Service as a diploma qualified childcare worker, at the rate of one year recognition for every three years service up to a maximum of four years.

9. PROVISIONS SPECIFIC TO GENERAL STAFF (OTHER THAN ELC EDUCATORS)

This section applies to all Employees engaged as General Staff in a school excluding an Employee appointed to a business manager or equivalent position as described in [Clause 1.2.2](#) ('General Staff Employee'). Further, this section does not apply to non-teaching staff (ELC Educators) employed in an Early Learning Centre.

9.1 Contract of Employment

9.1.1 Each Employee shall be advised in writing at the point of engagement and at other times when varied in accordance with this Agreement, the following where appropriate for their employment category:

- (a) nature of engagement and the employment category;
- (b) classification and level of the work to be performed;
- (c) weeks and days of the week the Employee is to be employed;
- (d) number of ordinary hours per fortnight;
- (e) normal starting and finishing time for each day's employment; and
- (f) duration of the engagement.

9.1.2 The Employer may vary the terms of engagement of any Employee other than a casual Employee by providing two weeks' notice of such changes unless it is mutually agreed between the Employer and Employee for a shorter period of time.

9.2 Employment Categories

9.2.1 A person employed as a General Staff Employee under this Agreement will be appointed in one of the following categories:

- (a) full-time;
- (b) part-time;
- (c) term-time;
- (d) fixed period; or
- (e) casual.

9.2.2 Full-time Employment:

A full-time General Staff Employee is an Employee engaged to work 38 ordinary hours per week on the basis of 52 weeks per annum.

9.2.3 Part-time Employment:

- (a) A part-time General Staff Employee is an Employee who:
 - (i) is engaged to work for less than 38 ordinary hours per week on the basis of 52 weeks per annum; and
 - (ii) has reasonably predictable hours of work; and
 - (iii) receives, on a pro-rata basis, equivalent pay and conditions to those of full-time Employees covered by this Agreement.
- (b) A part-time General Staff Employee shall be paid for ordinary hours worked at a rate per hour equal to the fortnightly rate prescribed in the applicable Schedule for the class of work performed divided by 76.
- (b) Any variation to the work pattern established for a part-time General Staff Employee, including the normal starting and finishing times prescribed in this Agreement, will be in accordance with methods of altering the ordinary hours of work for full-time Employees. The agreed number of ordinary hours per fortnight may be varied by mutual agreement in writing.

- (c) All time worked at the express direction of the Employer outside the spread of ordinary working hours and the Employee's normal starting and finishing times of ordinary hours will be overtime and paid for at the applicable overtime rates prescribed in this Agreement.
- (d) Where an Employee and the Employer agree in writing, part-time employment may be converted to full-time, and vice-versa. If such an Employee transfers from full-time to part-time (or vice-versa), all accrued entitlements shall be maintained. Following transfer from full-time to part-time, employment accruals will occur in accordance with the provisions relevant to part-time employment.

9.2.4 Term-time Employment:

- (a) A term-time General Staff Employee is an Employee who is:
 - (i) engaged to work 76 ordinary hours or less per fortnight during term weeks (being the weeks in a school year that students are required to attend the school); and
 - (ii) unless a banked time arrangement is agreed between the Employee and the Employer, required to take unpaid leave during non-term weeks (being weeks in a school year that are not term weeks including periods designated as school holidays for students) unless the Employer advises otherwise; and
 - (iii) otherwise entitled to equivalent pay, leave and conditions to those of a part-time General Staff Employee.
- (b) A term-time General Staff Employee shall be paid for ordinary hours worked at a rate per hour equal to the fortnightly rate prescribed in the applicable Schedule for the class of work performed divided by 76.
- (c) A term-time General Staff Employee may elect to enter into a banked time arrangement. A banked time arrangement is a scheme that allows the Employee to fund an additional period of paid leave during non-term weeks by reducing the Employee's fortnightly wages during term weeks. The fortnightly gross wages reductions are set aside as banked time and accessed by the Employee as paid leave during non-term weeks. In order to enter into a banked time arrangement, the Employee must enter into a written agreement with the Employer outlining the amount of the gross fortnightly wage reductions, the period of leave and the amount paid per fortnight during the period of leave.

9.2.5 Fixed Period Employment:

- (a) Fixed period employment is where a General Staff Employee is engaged:
 - (i) on a full-time, part-time or term-time basis;
 - (ii) for a period of up to 26 fortnights in respect of any one engagement;
 - (iii) with a specific start date; and
 - (iv) with a specific end date.
- (b) An Employee appointed for a fixed period receives pay, leave, entitlements and conditions on a pro-rata basis.
- (c) Either party may terminate a fixed term contract by providing 2 weeks notice in writing.

9.2.6 Casual Employment:

- (a) A casual General Staff Employee is an Employee engaged and paid as such and who is employed by the hour for a minimum of two hours for each engagement.
- (b) A casual General Staff Employee shall be paid an hourly rate equal to the fortnightly full-time rate (inclusive of leave loading) for the class of work performed divided by 76, plus 23.7%.

Note: The annual rates of pay in [Schedule B](#) include provision for annual leave loading. The 23.7% casual loading plus the hourly rate derived from [Schedule B](#) effectively provides a casual Employee with an equivalent casual loading of 25%.

9.3 Commencement Level and Progression

9.3.1 General Staff Employees are classified according to the Classifications structure set out in [Section 17 \(Schedule E – Classifications\)](#).

9.3.2 Commencement levels for General Staff Employees will be as follows:

<i>Classification</i>	<i>Commencement Level</i>
• School operations services grade 1	Level 1.1
• School administration services grade 1	Level 1.2
• Classroom support services grade 1	Level 1.3
• Classroom support services grade 2 • Curriculum/resources services grade 1 • Boarding supervision services grade 1 • Wellbeing services grade 1 • School administration services grade 2 • School operational services grade 2	Level 2.1
• Classroom support services grade 3 • Curriculum/resources services grade 2 • Boarding supervision services grade 2 • School administration services grade 3 • School operational services grade 3	Level 3.1
• Curriculum/resources services grade 3 • Boarding supervision services grade 3 • Wellbeing services grade 2 • School administration services grade 4 • School operational services grade 4	Level 4.1 Level 4.1
• Instructional services grade 1	Level 4.2
• Curriculum/resources services grade 4 • School administration services grade 5 • Boarding supervision services grade 4 • School operational services grade 5 • Instructional services grade 2	Level 5.1
• Instructional services grade 3 • Wellbeing services grade 3 • Nursing services grade 1 • School administration services grade 6 • School operational services grade 6	Level 6.1
• Wellbeing services grade 4 • Nursing services grade 2 • School administration services grade 7	Level 7.1
• Nursing services grade 3 • Wellbeing services grade 5 • School administration services grade 8	Level 8

- 9.3.3 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.
- 9.3.4 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.

9.4 Junior Employees

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

<u>Age</u>	<u>Percentage of adult rate</u>
Under 17 years of age	50%
17 years of age	60%
18 years of age	70%
19 years of age	80%
20 years of age	90%

9.5 Reclassification

- 9.5.1 An Employee may request a reclassification of their position in relation to the classification level of an existing position or where the classification level of a position has been changed
- 9.5.2 The Employee shall make any such request for reclassification in writing.
- 9.5.3 No Employee shall be permitted to seek a reclassification of their position on more than one occasion in a 12 month period.
- 9.5.4 The Employer shall consider the request and notify the Employee in writing of the decision regarding the reclassification. It should be understood that the review may potentially result in a reclassification to a lower level.
- 9.5.5 If after receiving the Employer's notification, the Employee believes that their position has not been classified at the correct level, the Employee may invoke the Dispute Procedure.

9.6 First Aid Allowance

A first aid allowance of the rate of \$15.00 per week is payable to an Employee who holds a recognised first aid qualification (or equivalent) and is appointed by the Employer to perform first aid duty (including dispensing medication to students/children in accordance with medication plans), where holding a recognised first aid qualification is not part of the normal job description for their position. This allowance does not apply to: (i) a nurse; (ii) an employee employed specifically as a first aid officer; or (iii) an Employee whose appointment is classified at or above Pay Level 4 (as first aid duty has been taken into account in classifying their position).

9.7 Ordinary Hours of Work

- 9.7.1 Subject to this clause, a full-time Employee's ordinary hours of work will be 38 per week. The ordinary hours of work for a part-time or casual Employee will be in accordance with [Clause 9.2](#) of this Agreement

- 9.7.2 The ordinary hours of work in [Clause 9.7.1](#) of this Agreement may be averaged over a period of a fortnight or four weeks. The exception to this is a curriculum/resources services Employee employed in outdoor education, or a boarding supervision services Employee whose hours of work may be averaged over a period of up to 12 months.

Where a boarding supervision services Employee's hours of work are averaged over a period of 12 months, they will be paid the applicable annual rate per [Clause 4.1](#) for all weeks of the year, excluding periods of unpaid leave provided for in this Agreement or the National Employment Standards, and [Clause 5.2](#) (Unpaid Leave During Non-Term Weeks), [Clause 9.9](#) (Rostered Days Off), [Clause 9.11](#) (Shift work), [Clause 9.12](#) (Penalty Rates) and [Clause 9.13](#) (Overtime) will not apply.

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

- (a) On any day from Monday to Friday between 7.00 am and 6.00 pm for the following groups of Employees:

- Classroom support services;
- Curriculum/education resources;
- Wellbeing services;
- School administration services; or
- School operational services — retail Employees only.

- (b) On any day from Monday to Friday between 6.00 am and 6.00 pm for school operational services Employees in the following groups:

- Construction, plumbing, carpentry, painting and other trades;
- Cleaning, grounds and building maintenance, school facilities management; or
- Bus driving/non-trade vehicle maintenance.

- (c) On any day from Monday to Friday between 6.30 am and 6.30 pm for the following Employees:

- Nursing services.

- (d) On any day from Monday to Friday between 6.00 am and 6.00 pm and on Saturday between 6.00 am and 12 noon for the following Employees:

- Gardening, turf maintenance and farming Employees.

- (e) On any day from Monday to Saturday between 6.00 am and 6.00 pm for the following Employees:

- Curriculum/education resources — outdoor education only; or
- Instructional services.

- (f) On any day Monday to Sunday between 6.00 am and 6.00 pm for the following Employees:

- Boarding supervision services; or
- School operational services — security/caretaking and cooking, catering, housekeeping and laundry services only.

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

- 9.7.4 The Employer may require a part-time Employee to work reasonable additional hours in accordance with the provisions of this clause.
- (i) The Employee will be paid for all such additional hours at their ordinary hourly rate plus accrual of entitlements, provided that the additional hours worked fall within the daily spread of hours in [Clause 9.7](#) and do not result in the Employee working more than ten hours on that day; and
 - (ii) in all other cases the Employee will be entitled to payment at the appropriate overtime rate of pay for any additional hours worked; and
 - (iii) where additional hours are to be worked on a day the Employee is not already attending for work, a minimum engagement of two hours will apply.

9.8 Breaks between periods of duty

- 9.8.1 An Employee will be entitled to a minimum break of 10 consecutive hours between the end of one period of duty and the beginning of the next. This applies in relation to both ordinary hours and where overtime is worked.
- 9.8.2 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 200% of the ordinary rate of pay until released from duty.
- 9.8.3 The entitlements in [Clause 9.8.1](#) and [Clause 9.8.2](#) of this Agreement do not apply to:
- (a) a boarding supervision services Employee, where the periods of duty are concurrent with a sleepover;
 - (b) an Employee who is provided with accommodation on the Employer's premises or in the vicinity of the Employer's premises;
 - (c) an Employee who is attending a school camp or excursion; or
 - (d) an Employee working a broken shift.

9.9 Rostered days off

The Employer and Employee may agree that the ordinary hours of work provided by [Clause 9.7](#) of this Agreement will be worked on a rostered day off (RDO) arrangement. For example, over 19 days in each four week period or 9 days in each 2 week period, in which case the following provisions will apply:

- (a) The Employee will work no more than 152 hours in each four week period.
- (b) An Employee may accrue time worked to give the Employee an entitlement to take rostered days off.
- (c) Each day of paid leave taken by an Employee (but not including long service leave, any period of stand-down, any public holiday or any period of absence for which workers compensation payments apply occurring during any cycle of four weeks) will be regarded as a day worked for the purpose of accruing RDO.
- (d) Rostered days off will not be regarded as part of the Employee's annual leave for any purpose.
- (e) An Employee who is scheduled to take a rostered day off before having worked a complete cycle will be paid a pro rata amount for the time that the Employee has accrued.
- (f) An Employee whose employment is terminated in the course of a cycle will be paid a pro rata amount for the time that the Employee has accrued.

- (g) Rostered days off arrangements will be determined by mutual agreement between the Employer and the Employee, having regard to the needs of the place of employment.
- (h) 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, unless otherwise mutually agreed.

9.10 Breaks

9.10.1 Meal Break: An Employee will be entitled to an unpaid meal break of not less than 30 minutes and not more than 60 minutes no later than five hours after commencing work.

9.10.2 Rest break:

- (a) At a time suitable to the Employer, an Employee is entitled to a rest break of 10 minutes, which will be counted as time worked, for each period of three hours worked, with a maximum of two rest breaks per shift. The Employer and an Employee may agree to one rest break of 20 minutes in place of the two 10 minute rest breaks.
- (b) Notwithstanding [Clause 9.10.2\(a\)](#) of this Agreement, an Employee in classroom support services is entitled to one rest break of 20 minutes, which will be counted as time worked.

9.11 Shiftwork

9.11.1 Ordinary hours for shiftwork will:

- (a) be worked continuously each shift (except for broken shifts and meal breaks);
- (b) not exceed 10 hours, inclusive of a meal break in any single shift; and
- (c) be rostered in accordance with [Clause 9.11.4](#) of this Agreement.

9.11.2 Definitions: The following shift definitions apply:

- (a) Day shift is a shift which commences and ceases wholly within the spread of ordinary hours identified in [Clause 9.7.3](#);
- (b) Afternoon shift is a shift which is not a day shift and which finishes after the ordinary hours identified in [Clause 9.7.3](#); and at or before midnight;
- (a) Night shift is a shift which is not a day shift and which finishes after midnight and at or before 6.00 am.

9.11.3 Broken Shifts

- (a) A full-time or part-time Employee may be rostered to work ordinary hours in a broken shift; that is, a rostered shift in two periods of duty per day (exclusive of breaks) where the break between duty periods is more than 60 minutes.
- (b) A full-time or part-time Employee required to work a broken shift will be paid at the ordinary time rate plus a penalty of 15% of the ordinary time rate with a minimum payment of two hours for each period of duty.
- (c) The maximum spread between the start of the first period of duty and cease of the second period of duty for a broken shift is 12 hours. Any hours in excess of this 12 hour spread will be paid for as overtime.

9.11.4 Rostering

- (a) For Employees working to a roster, a roster showing normal starting and finishing times and the name of each Employee will be prepared by the Employer and will be displayed in a place conveniently accessible to the Employees at least seven days before the commencement of the roster period.
- (b) An Employee may be rostered to work on a Saturday, Sunday or public holiday and will be paid the appropriate penalty in accordance with [Clause 9.12](#) — Penalty Rates of this Agreement.
- (c) A roster may be altered by mutual consent at any time or by amendment of the roster by the Employer on seven days' notice.
- (d) Notwithstanding [Clause 9.11.4\(c\)](#) a roster may be altered at any time to enable the functions of the Employer to be carried out where another Employee is absent from work due to illness, due to regulatory requirements or in an emergency. In such circumstances, unless agreed between the Employer and the Employee, an Employee must be given 48 hours' notice of a change to a rostered shift. If 48 hours' notice is not provided, the Employee will be entitled to a penalty of 50% of the ordinary time rate instead of any other penalty that may apply. So as to remove any doubt, the 50% penalty does not apply where a shift to be worked does not attract a penalty rate as per [Clause 9.12.1](#).
- (e) Where such alteration requires an Employee to work on a day which would otherwise have been the Employee's day off, the day off instead will be arranged by mutual consent.

9.12 Penalty Rates

9.12.1 Shiftwork

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

9.12.2 Saturday and Sunday work

An Employee other than an Employee covered by [Clause 9.12.3](#) of this Agreement required to work ordinary time on a Saturday or Sunday will be paid the ordinary time rate of pay plus a penalty of:

- (i) for ordinary hours worked on a Saturday, 50% of the ordinary time rate; and
- (ii) for ordinary hours worked on a Sunday, 100% of the ordinary time rate.

9.12.3 Except that a school operational services Employee in the cooking/catering group, or a boarding supervision services employee who is not working averaged hours in accordance with the provisions of [Clause 9.7.2](#) of this Agreement, rostered to work ordinary hours on a Saturday will be paid the ordinary time rate of pay plus a penalty of 25% of the ordinary time rate and if rostered to work on a Sunday will be paid the ordinary time rate of pay plus a penalty of 75% of the ordinary time rate.

9.12.4 The penalty rates within this clause and in [Clause 9.13](#) — Overtime of this Agreement are not cumulative. Where an Employee is entitled to more than one penalty or overtime rate, the Employee will be entitled to the highest single penalty rate.

9.13 Overtime

9.13.1 Overtime rates

- (a) An Employee will be paid overtime for all authorised work performed outside of or in excess of the ordinary or rostered hours as follows:

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

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

- (c) Overtime will be calculated daily.

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

9.13.2 Time off instead of payment for overtime

- (a) An Employee and the Employer may agree that an Employee will be provided with time off instead of being paid an overtime payment for all authorised work performed outside of or in excess of the ordinary or rostered hours.
- (b) Overtime taken as time off during ordinary time hours must be taken at the ordinary time rate that is, an hour for each hour worked.
- (c) Where an Employee and the Employer have agreed to time off instead of overtime payment under [Clause 9.13.1](#) and such time has not been taken:
- within four weeks of accrual; or
 - during the non-term weeks agreed in writing between an Employee and the Employer; then

the Employer must, if requested by an Employee, provide payment at the applicable rate provided in this Agreement for any such overtime worked.

9.13.3 Make-up time

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

9.14 Professional Development

- 9.14.1 Further to [Clause 3.5](#), the Employer recognises the specific training requirements of General Staff Employees within schools in their contribution to the support of students, teaching staff and school programs and operations

- 9.14.2 Where professional development is required outside ordinary working hours, General Staff Employees will be granted time-in-lieu for the equivalent hours taken at a mutually convenient time or alternatively, the Employee may request to receive payment at the ordinary hours rate.

10. PROVISIONS SPECIFIC TO GENERAL STAFF EMPLOYED AS EDUCATORS IN EARLY LEARNING CENTRES

In this section, the term *Educator* refers to a General Staff Employee engaged to provide education and care services for children attending an early learning centre (ELC). Where applicable for the early learning centre or the service being provided, an Educator will be required to comply with minimum qualification requirements in accordance with the National Quality Framework as published by the Australian Children's Education & Care Quality Authority (ACECQA).

This section applies to all Educator Employees engaged in an early learning centre (including outside school hours care services) but does not apply to teaching or administrative or operational employees at an ELC.

So as to remove any doubt, a Teacher employed in an ELC is appointed in accordance with [Section 7](#) and [Section 8](#) of this Agreement whilst administrative and operational employees are General Staff appointed in accordance with [Section 9](#) of this Agreement.

10.1 Contract of Employment

10.1.1 Each Employee shall be advised in writing at the point of engagement and at other times when varied in accordance with this Agreement, the following where appropriate for their employment category:

- (a) nature of engagement and the employment category;
- (b) classification and level of the work to be performed;
- (c) weeks and days of the week the Employee is to be employed;
- (d) number of ordinary hours per fortnight;
- (e) normal starting and finishing time for each day's employment; and
- (f) duration of the engagement.

10.1.2 The Employer may vary the terms of engagement of any Employee, other than a casual Employee, by providing two weeks' notice of such changes unless it is mutually agreed between the Employer and Employee for a shorter period of time.

10.2 Employment Categories

10.2.1 A person employed in an early learning centre under this Agreement will be appointed in one of the following categories

- (a) full-time;
- (b) part-time;
- (c) term-time;
- (d) fixed term; or
- (e) casual.

10.2.2 Full-time Employment:

A full-time Employee is engaged to work 38 ordinary hours per week on the basis of 52 weeks per annum.

10.2.3 Part-time Employment:

- (a) A part-time Employee is an Employee who:
 - (i) is engaged to work for less than 38 ordinary hours per week on the basis of 52 weeks per annum; and
 - (ii) has reasonably predictable hours of work; and
 - (iii) receives, on a pro-rata basis, equivalent pay and conditions to those of full-time Employees covered by this Agreement.

- (b) A part-time Employee shall be paid for ordinary hours worked at a rate per hour equal to the fortnightly rate prescribed in the applicable Schedule for the class of work performed divided by 76.
- (c) Any variation to the work pattern established for a part-time Employee, including the normal starting and finishing times prescribed in this Agreement, will be in accordance with methods of altering the ordinary hours of work for full-time Employees. The agreed number of ordinary hours per fortnight may be varied by mutual agreement in writing.
- (d) All time worked at the expressed direction of the Employer outside the spread of ordinary working hours and the Employee's normal starting and finishing times of ordinary hours will be overtime and paid for at the applicable overtime rates prescribed in this Agreement.
- (e) Where an Employee and the Employer agree in writing, part-time employment may be converted to full-time, and vice-versa. If such an Employee transfers from full-time to part-time (or vice-versa), all accrued entitlements shall be maintained. Following transfer from full-time to part-time, employment accruals will occur in accordance with the provisions relevant to part-time employment.

10.2.4 Term-time Employment:

- (a) A term-time Employee is a full-time or part-time Employee who is:
 - (i) engaged to work 38 ordinary hours or less per week during term weeks (being the weeks in a year that a kindergarten or other specified program operates at the ELC during which students enrolled in that program are expected to attend); and
 - (iv) required to take unpaid leave during non-term weeks (being weeks in a year that are not term weeks including periods designated as program breaks or holidays for students) unless the Employer advises otherwise; and
 - (v) otherwise entitled to equivalent pay, leave and conditions to those of a part-time Employee.
- (b) A term-time Employee shall be paid for ordinary hours worked at a rate per hour equal to the fortnightly rate prescribed in the applicable Schedule for the class of work performed divided by 76.

10.2.5 Fixed Term Employment:

- (a) Fixed term employment is where an Employee is engaged:
 - (i) on a full-time, part-time or term-time basis;
 - (ii) for a period of up to 26 fortnights in respect of any one engagement;
 - (iii) with a specific start date; and
 - (iv) with a specific end date.
- (b) An Employee appointed for a fixed period receives pay, leave, entitlements and conditions on a pro-rata basis.
- (c) Either party may terminate a fixed term contract by providing 4 weeks notice in writing.

10.2.6 Casual Employment:

- (a) Casual Employee means an employee engaged and paid as such, with a minimum payment of two hours for each day's engagement.

- (b) A casual employee shall be paid an hourly rate equal to the fortnightly full-time rate (inclusive of leave loading) for the class of work performed divided by 76, plus 23.7.

Note: The annual rates of pay in [Schedule C](#) include provision for annual leave loading. The 23.7% casual loading plus the hourly rate derived from [Schedule C](#) effectively provides a casual Employee with an equivalent casual loading of 25%.

10.3 Commencement Level and Progression

10.3.1 Employees are classified according to the Classifications structure set out in [Schedule E – Classifications](#) aligned to the Preschool/childcare Services grades.

10.3.2 Commencement levels for Employees will be as follows:

<i>Classification</i>	<i>Commencement Level</i>
• Preschool/childcare services grade 1	ELC 1.1
• Preschool/childcare services grade 2	ELC 2.1
• Preschool/childcare services grade 3	ELC 3.1
• Preschool/childcare services grade 3A	ELC 4.1
• Preschool/childcare services grade 4	ELC 5.1
• Preschool/childcare services grade 5	ELC 6.1
• Preschool/childcare services grade 6 (other than as a Director)	ELC 7.1
• Preschool/childcare services grade 6 (Director: 1-39 places)	ELC 7.2
• Preschool/childcare services grade 6 (Director: 40-59 places)	ELC 7.3
• Preschool/childcare services grade 6 (Director: 60-89 places)	ELC 8.1
• Preschool/childcare services grade 6 (Director: 90 or more places)	ELC 9.1

10.3.3 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.

10.3.4 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.

10.4 Junior employees

10.4.1 A junior Employee appointed at Preschool/childcare services classification Grade 1 or 2 or 3 is to be paid at the following percentage of the appropriate adult rate for the position performed.

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

- 10.4.2 A junior Employee appointed at Preschool/childcare services classification Grade 1 will be unqualified but may be working towards a relevant qualification.
- 10.4.3 A junior Employee appointed at Preschool/childcare services classification Grade 2 will be qualified at Certificate I or II or III or IV level and may be working towards a higher qualification.
- 10.4.4 A junior Employee appointed at Preschool/childcare services classification Grade 3 will be qualified at Diploma level but not undertaking full role responsibilities of classification Grade 3A.

10.5 Hours of Work

10.5.1 Ordinary hours of work

- (a) Subject to this clause, a full-time Employee's ordinary hours of work will be 38 per week. The ordinary hours of work for a part-time or casual Employee will be in accordance with [Clause 10.2.3](#) or [Clause 10.2.6](#) respectively of this Agreement.
- (b) The ordinary hours of work in [Clause 10.5.1\(a\)](#) may be averaged over a period of a fortnight.
- (c) The ordinary hours of work will be worked from Monday to Friday between 6:30am and 6:30pm.
- (d) The starting and finishing times specified in [Clause 10.5.1\(c\)](#) may be varied by up to one hour at a particular ELC or service provided that the total hours remain unchanged and there is mutual agreement between the Employer and the majority of employees at that ELC or service.
- (e) The Employer may require a part-time Employee to work reasonable additional hours in accordance with the provisions of this clause.
- (i) The Employee will be paid for all such additional hours at their ordinary hourly rate plus accrual of entitlements, provided that the additional hours worked fall within the daily spread of hours in [Clause 10.5.1\(c\)](#) and do not result in the Employee working more than ten hours on that day; and
- (ii) in all other cases the Employee will be entitled to payment at the appropriate overtime rate of pay for any additional hours worked; and
- (iii) where additional hours are to be worked on a day the Employee is not already attending for work, a minimum engagement of two hours will apply.

10.5.2 Breaks between periods of duty

- (a) An Employee will be entitled to a minimum break of 10 consecutive hours between the end of one period of duty and the beginning of the next. This applies in relation to both ordinary hours and where overtime is worked.
- (b) Where 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 200% of the ordinary rate of pay until released from duty.
- (c) The entitlements in [Clause 10.5.2\(a\)](#) and [Clause 10.5.2\(b\)](#) of this Agreement do not apply to an Employee working a broken shift as specified in [Clause 10.7.3](#).

10.5.3 Preparation Time

- (a) An Employee responsible for the preparation, implementation and/or evaluation of a developmental program for an individual child or group of children will be entitled to a minimum of two hours per week, during which the Employee is not

required to supervise children or perform other duties directed by the employer, for the purpose of planning, preparing, evaluating and programming activities.

- (b) Wherever possible preparation time should be rostered in advance.

10.5.4 Rostered Days Off

- (a) The Employer and a full-time Employee may agree that the ordinary hours of work provided by [Clause 10.5.1](#) will be worked in a rostered day off (RDO) arrangement, for example, over 19 days in each four week period, in which case the following provisions will apply.
- (b) The Employee will work no more than 152 hours in each four week period.
- (c) The Employee may accrue time worked to give the Employee an entitlement to take rostered days off.
- (d) Each day of paid leave taken by an Employee (but not including long service leave, any period of stand-down, any public holiday or any period of absence for which workers compensation payments apply occurring during any cycle of four weeks) will be regarded as a day worked for the purpose of accruing rostered days off.
- (e) Rostered days off will not be regarded as part of the Employee's annual leave for any purpose.
- (f) An Employee who is scheduled to take a rostered day off before having worked a complete cycle will be paid a pro rata amount for the time that the Employee has accrued.
- (g) An Employee whose employment is terminated in the course of a cycle will be paid a pro rata amount for the time that the Employee has accrued.
- (h) Rostered days off arrangements 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, unless otherwise mutually agreed.

10.6 Breaks

10.6.1 **Meal Break:** An Employee will be entitled to an unpaid meal break of not less than 30 minutes and not more than 60 minutes no later than five hours after commencing work. Provided that Employees who are engaged for not more than six hours continuously per shift may elect to forego a meal break, subject to Employer agreement or operational needs at the ELC or service.

10.6.2 **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.

10.7 Shiftwork

10.7.1 Ordinary hours for shiftwork will:

- (a) be worked continuously each shift (except for broken shifts and meal breaks);
- (b) not exceed 10 hours, inclusive of a meal break in any single shift; and
- (c) be rostered in accordance with [Clause 10.7.4](#) of this Agreement.

10.7.2 Definitions — The following shift definitions apply:

- (a) Day shift is a shift which commences and ceases wholly within the spread of ordinary hours identified in [Clause 10.5.1\(c\)](#);
- (b) Afternoon shift is a shift which is not a day shift and which finishes after the ordinary hours identified in [Clause 10.5.1\(c\)](#); and at or before midnight;
- (c) Night shift is a shift which is not a day shift and which finishes after midnight and at or before 6.00 am.

10.7.3 Broken Shifts

- (a) A full-time or part-time Employee may be rostered to work ordinary hours in a broken shift; that is, a rostered shift in two periods of duty per day (exclusive of breaks) where the break between duty periods is more than 60 minutes.
- (b) A full-time and part-time Employee required to work a broken shift will be paid at the ordinary time rate plus a penalty of 15% of the ordinary time rate with a minimum payment of two hours for each period of duty.
- (c) The maximum spread between the start of the first period of duty and cease of the second period of duty for a broken shift is 12 hours. Any hours in excess of this 12 hour spread will be paid for as overtime.

10.7.4 Rostering

- (a) The Employer may require an Employee to work their ordinary hours of work in accordance with a roster.
- (b) For Employees working to a roster, a roster showing normal starting and finishing times and the name of each Employee will be prepared by the Employer and will be displayed in a place conveniently accessible to the employees at least seven days before the commencement of the roster period.
- (c) An Employee may be rostered to work on a Saturday, Sunday or public holiday and will be paid the appropriate penalty in accordance with [Clause 10.8](#) — Penalty Rates.
- (d) A roster may be altered by mutual consent at any time or by amendment of the roster by the Employer on seven days' notice.
- (e) Notwithstanding [Clause 10.7.4\(d\)](#) 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, due to regulatory requirements or in an emergency. In such circumstances, unless agreed between the Employer and the Employee, an employee must be given 48 hours' notice of a change to a rostered shift. If 48 hours' notice is not provided, the Employee will be entitled to a penalty of 50% of the ordinary time rate instead of any other penalty that may apply. So as to remove any doubt, the 50% penalty does not apply where a shift to be worked does not attract a penalty rate per [Clause 10.8.1](#).
- (f) Where a roster alteration requires an Employee to work on a day which would otherwise have been the Employee's day off, a day off instead will be arranged by mutual consent.

10.8 Penalty Rates

10.8.1 Shiftwork

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

10.8.2 Saturday and Sunday work

- (a) An Employee required to work ordinary time on a Saturday or Sunday will be paid the ordinary time rate of pay plus a penalty of:
 - (i) for ordinary hours worked on a Saturday, 50% of the ordinary time rate; and
 - (ii) for ordinary hours worked on a Sunday, 100% of the ordinary time rate.
- (b) The penalty rates within [Clause 10.8.2\(a\)](#) and in [Clause 10.9](#) (Overtime) are not cumulative. Where an Employee is entitled to more than one penalty or overtime rate, the Employee will be entitled to the highest single penalty or overtime rate.

10.9 Overtime

10.9.1 Overtime Rates

- (a) An Employee will be paid overtime for all authorised work performed outside of or in excess of the ordinary or rostered hours as follows:

<i>Time worked</i>	<i>Overtime rate</i>
Monday to Friday	150% of the ordinary hourly rate of pay for the first 3 hours and 200% of the ordinary hourly rate of pay after that
Saturday	150% of the ordinary hourly rate of pay for the first 3 hours and 200% of the ordinary hourly rate of pay after that
Sunday	200% of the ordinary hourly rate of pay
Public holidays	250% of the ordinary hourly rate of pay

- (b) Overtime will be calculated daily.

10.9.2 Time off instead of payment for overtime

- (a) An Employee and the Employer may agree that the Employee will be provided with time off instead of being paid an overtime payment for all authorised work performed outside of or in excess of the ordinary or rostered hours.
- (b) Overtime taken as time off during ordinary time hours must be taken at the ordinary time rate, that is, an hour for each hour worked.
- (c) Where an Employee and the Employer have agreed to time off instead of overtime payment under [Clause 10.9.2\(a\)](#) and such time has not been taken:
 - (i) within four weeks of accrual; or
 - (ii) during the non-term weeks agreed in writing between the Employee and Employer;

then the Employer must, if requested by the Employee, provide payment at the rate provided in [Clause 10.9.1](#) for the overtime worked.

10.9.3 Make-up time

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

10.10 Recognition of Professional Commitment

Where ELC Employees are required to attend meetings as defined in [Clause 3.2.2](#) of this Agreement, such attendance shall be paid at the ordinary time rate for a maximum of 60 minutes per occasion up to a maximum of 10 hours per calendar year.

11. PROVISIONS SPECIFIC TO VET TRAINER AND ASSESSOR

This section applies to Employees, other than Teachers, who are engaged as a Vocational Education and Training (VET) Trainer or Trainer and Assessor as part of their employment role (VET Employees). Provisions in this [Section 11](#) apply in addition to provisions contained in [Section 9](#) of this Agreement; provided that if there is an inconsistency between a clause in this [Section 11](#) and a clause in [Section 9](#), the provision in [Section 11](#) shall prevail.

A Teacher undertaking VET Trainer or VET Trainer and Assessor duties as part of their employment role is employed in accordance with [Section 7](#) of this Agreement.

11.1 Classifications

Classifications for VET Employee roles are derived from *The VET Practitioner Capability Framework* published by Innovation & Business Skills Australia.

11.1.1 First Level Practitioner

A First Level Practitioner has broad theoretical knowledge and practical experience of training and assessment; they operate independently and seek guidance when necessary.

- A VET Trainer and Assessor Level 1 is a first level practitioner who may fulfil the full range of duties within the scope of this classification.
- A VET Trainer is a first level practitioner who does not hold a required assessor qualification and is therefore restricted to training duties only.

11.1.2 Second Level Practitioner

A Second Level Practitioner has specialised theoretical knowledge and practical experience of training and assessment; they employ a wide range of teaching and assessment methods and provide guidance and support to other practitioners.

- A VET Trainer and Assessor Level 2 is a second level practitioner who may fulfil the full range of duties within the scope of this classification.

11.1.3 Third Level Practitioner

A Third Level Practitioner has in-depth knowledge and established skills to shape a team's training and assessment practice; they inspire others, lead change processes and provide specialist advice and support.

- A VET Trainer and Assessor Level 3 is a third level practitioner who may fulfil the full range of duties within the scope of this classification.

11.2 Commencement Level

11.2.1 VET Employees are classified according to the Classifications structure set out in [Clause 11.1](#). Wage rates are set out in [Section 16](#) – Schedule D.

11.2.2 Commencement levels will be as follows:

Classification	Commencement Level	
• VET Trainer	VET1.1	(General Staff 5.1)
• VET Trainer and Assessor – Level 1	VET1.1	(General Staff 5.1)
• VET Trainer and Assessor – Level 2	VET2.1	(General Staff 7.1)
• VET Trainer and Assessor – Level 3	VET3.1	(General Staff 9.1)

11.2.3 The Employer may elect to commence a VET Employee at a higher classification level after due consideration of the Employee's qualifications, industry experience and previous experience as a VET Trainer or VET Trainer and Assessor. A VET Employee may be required to provide documentary evidence, satisfactory to the Employer, of qualifications and experience.

11.3 Progression within Classifications

11.3.1 **VET Trainer** commences at VET1.1 and will progress to VET1.2 after a 12 month period.

11.3.2 **VET Trainer and Assessor – Level 1:** commences at VET1.1 and will progress after additional periods each of 12 months service to VET1.2, then to VET1.3 and subsequently to VET1.4.

11.3.3 **VET Trainer and Assessor – Level 2:** commences at VET2.1 and will progress after additional periods each of 12 months of service to VET2.2, then to VET2.3 and subsequently to VET2.4.

11.3.4 **VET Trainer and Assessor – Level 3:** commences at VET3.1 and will progress after an additional period of 12 months of service to VET3.2.

11.3.5 Movement to the next pay point within a classification will occur unless a review implemented by the Employer demonstrates that performance against the relevant classification descriptors has not been satisfactory. Progression is also subject to the VET Employee maintaining training and assessing qualifications and related accreditation requirements.

11.4 Qualifications and Industry Experience

A VET Employee must hold relevant qualifications and maintain industry experience consistent with requirements the *Vocational Education and Training (VET) Quality Framework* and the *Standards for Registered Training Organisations (RTOs)*, as published by the Australian Skills Quality Authority.

11.5 Basis for Engagement and Ordinary Hours of Work

11.5.1 This clause of the Agreement provides for industry specific detail and supplements the National Employment Standard (NES) that deals with maximum weekly hours. Notwithstanding the NES, and due to the operational requirements of the Employer, the ordinary hours of a VET Employee under this agreement may be averaged over a 12-month period.

11.5.2 VET Employees will be appointed based on a full year of 52 weeks comprising 45 weeks of ordinary hours attendance, 4 weeks of annual leave and 3 weeks of paid stand-down leave. A full-time appointment is based on 38 hours per week and pro-rata for a part-time appointment.

11.5.3 The ordinary hours of a VET Employee during term weeks are variable; in return, 3 weeks of paid stand-down leave is provided during non-term weeks. Although training and assessing activities may require hours that extend beyond school hours (when students are in attendance), VET Employees are usually required to attend their workplace between at least the hours of 8:00am and 3:30pm on each regular school day.

11.6 Entitlement to Non-Instructional Time

- 11.6.1 Instructional time is defined as programmed training or assessing time which has a preparation requirement within the normal paid hours. It does not include weekly assembly, chapel services, administrative time or home room time where the Employee does not have a preparation load.
- 11.6.2 Entitlement to non-instructional time shall be accrued as a factor of worked instructional time.
- (a) For VET Trainers and Assessors (all levels), non-instructional time shall accrue as a minimum rate of 40 minutes for every 200 minutes of instructional time worked.
 - (b) For VET Trainers, non-instructional time shall accrue as a minimum rate of 20 minutes for every 200 minutes of instructional time worked.


11.7 Additional Specific Provisions

- 11.7.1 Specific provisions for an individual VET Employee regarding training programs to be delivered (including strategy, content and assessment), hours and places of duty, student management arrangements, scheduling of non-instructional time and similar matters are to be arranged between the VET Employee, the identified supervisor or manager (on behalf of the Principal) at their workplace.

12. SIGNATORIES

12.2.1 Employer

Signed for and behalf of Christian Community Ministries –


(signature)

JOHN LYNDON
(print name)

Chief Executive Officer
(position, title, office etc.)

70 Laughlin St
KINGSTON QLD 4114
(print address)

In the presence of:


B. Alder
(witness to sign)

Brenda Alder
(print name)

70 Laughlin St
Kingston Qld 4114
(print address)

12.2.2 Employees

Signed for and on behalf of the Employees
covered by the Agreement –


(signature)

WERA SMITH
(print name)

RTO MANAGER - GROVES CHRISTIAN COLLEGE
(position, title, office etc.)

9 Lakes Entrance
Meadowbrook Qld 4131
(print address)

In the presence of:

B. Alder
(witness to sign)

Brenda Alder
(print name)

70 Laughlin St
Kingston Qld 4114
(print address)

12.2.3 Employee Representation Organisations (Unions)

Signed for and behalf of the Independent Education Union
of Australia



(signature)


CHRIS WATT

(print name)

FEDERAL SECRETARY
INDEPENDENT EDUCATION UNION OF AUSTRALIA
(position, title, office etc.)

unit 10, 40 Brisbane Ave
Barton ACT 2600
(print address)

In the presence of:



(witness to sign)

ANTHONY ODGERS

(print name)

ASST. FEDERAL SECRETAR
IEUA

(print address)

120 Clarendon St
Southbank
2006

13. SCHEDULE A — SALARY RATES — TEACHING STAFF INCLUDING TEACHERS IN EARLY LEARNING CENTRES

13.1 Annual Base Rates

Classification	1 January 2020	1 July 2020	1 January 2021	1 July 2021	1 January 2022	1 July 2022	1 January 2023	1 July 2023
Graduate 1	69,240	71,318	72,388	73,474	74,577	75,696	76,832	77,985
Graduate 2	71,279	73,418	74,520	75,638	76,773	76,773	77,925	80,281
Graduate 3	74,306	76,536	77,685	78,851	80,034	81,235	82,454	83,691
Graduate 4	77,684	80,015	81,216	82,435	83,672	84,928	86,202	87,496
Proficient 1	81,061	83,493	84,746	86,018	87,309	88,619	89,949	91,299
Proficient 2	84,439	86,973	88,278	89,603	90,948	92,313	93,698	95,104
Proficient 3	87,815	90,450	91,807	93,185	94,583	96,002	97,443	98,905
Proficient 4	91,193	93,929	95,338	96,769	98,221	99,695	101,191	102,709
Proficient 5	95,039	97,891	99,360	100,851	102,364	103,900	105,459	107,041
Proficient 6	99,405	102,388	103,924	105,483	107,066	108,672	110,303	111,958
HA Teacher*	101,889	104,946	106,521	108,119	109,741	111,388	113,059	114,755
Lead Teacher*	104,872	108,019	109,640	111,285	112,955	114,650	116,370	118,116

13.2 Location Loadings

College (including associated ELC)	Category A 0%	Category B 2.5%	Category C 4.5%	Category D 7.5%	Category E 10%
Blakes Crossing Christian College		<input checked="" type="checkbox"/>			
Chinchilla Christian College	<input checked="" type="checkbox"/>				
Dalby Christian College	<input checked="" type="checkbox"/>				
Endeavour Christian College					<input checked="" type="checkbox"/>
Groves Christian College	<input checked="" type="checkbox"/>				
Livingstone Christian College	<input checked="" type="checkbox"/>				
Seaview Christian College			<input checked="" type="checkbox"/>		
Staines Memorial College	<input checked="" type="checkbox"/>				
The Lakes Christian College			<input checked="" type="checkbox"/>		
Warwick Christian College	<input checked="" type="checkbox"/>				
Whitsunday Christian College	<input checked="" type="checkbox"/>				

13.3 Casual Teacher Daily Rate

Daily rate for a casual teacher (per [Clause 7.2.5](#)):

- Commencement of the Agreement \$ 420 per day
- 1 January 2021 \$ 435 per day
- 1 January 2022 \$ 450 per day
- 1 January 2023 \$ 465 per day

13.4 Notes to Schedule A

- 13.4.1 Pay rate changes commence in the first full pay cycle following the date specified for each period. As per [Clause 4.2](#), the fortnightly rate is determined by dividing the annual rate by 26.089.
- 13.4.2 Location Loadings are to be applied to base rates for all staff in the College working under this Agreement.
- 13.4.3 Rates listed are inclusive of Leave Loading.
- 13.4.4 As per [Clause 8.1.5](#), Teachers employed in Early Learning Centres may be entitled to receive an additional 4% loading on the otherwise applicable base rates.

14. SCHEDULE B – WAGE RATES – SCHOOLS – GENERAL STAFF

14.1 Annual Base Rates

Classification	1 January 2020	1 July 2020	1 January 2021	1 July 2021	1 January 2022	1 July 2022	1 January 2023	1 July 2023
Gen Staff 1.1	48,172	48,895	49,629	50,374	51,130	51,897	52,676	53,467
Gen Staff 1.2	49,062	49,798	50,545	51,304	52,074	52,856	53,649	54,454
Gen Staff 1.3	49,944	50,694	51,455	52,227	53,011	53,807	54,615	55,435
Gen Staff 2.1	51,711	52,487	53,275	54,075	54,887	55,711	56,547	57,396
Gen Staff 2.2	52,929	53,723	54,529	55,347	56,178	57,021	57,877	58,746
Gen Staff 3.1	53,689	54,495	55,313	56,143	56,986	57,841	58,709	59,590
Gen Staff 3.2	58,101	58,973	59,858	60,756	61,668	62,594	63,533	64,486
Gen Staff 4.1	58,782	59,664	60,559	61,468	62,391	63,327	64,277	65,242
Gen Staff 4.2	61,431	62,353	63,289	64,239	65,203	66,182	67,175	68,183
Gen Staff 5.1	63,193	64,141	65,104	66,081	67,073	68,080	69,102	70,139
Gen Staff 5.2	64,518	65,486	66,469	67,467	68,480	69,508	70,551	71,610
Gen Staff 6.1	70,805	71,868	72,947	74,042	75,153	76,281	77,426	78,588
Gen Staff 6.2	77,221	78,380	79,556	80,750	81,962	83,192	84,440	85,707
Gen Staff 7.1	81,028	82,244	83,478	84,731	86,002	87,293	88,603	89,933
Gen Staff 7.2	83,510	84,763	86,035	87,326	88,636	89,966	91,316	92,686
Gen Staff 7.3	84,745	86,017	87,308	88,618	89,948	91,298	92,668	94,059
Gen Staff 8.1	86,375	87,671	88,987	90,322	91,677	93,053	94,449	95,866
Gen Staff 9.1	90,200	91,553	92,927	94,321	95,736	97,173	98,631	100,111
Gen Staff 10.1	94,700	96,121	97,563	99,027	100,513	102,021	103,552	105,106

14.2 Location Loadings

Location Loadings are to be applied to base rates for all staff in the College working under the Agreement. The location loadings for General Staff are to be the same as the location loadings for teachers at [Clause 13.2](#) Schedule A.

14.3 Notes to Schedule B

14.3.1 Pay rate changes commence in the first full pay cycle following the date specified for each period. As per [Clause 4.2](#), the fortnightly rate is determined by dividing the annual rate by 26.089.

14.3.2 Rates listed are inclusive of Leave Loading.

15. SCHEDULE C – WAGE RATES – EARLY LEARNING CENTRES – EDUCATOR STAFF

15.1 Annual Base Rates

Pay Grade	Pay Level	1 January 2020	1 July 2020	1 January 2021	1 July 2021	1 January 2022	1 July 2022	1 January 2023	1 July 2023
ELC 1	ELC 1.1	46,559	47,258	47,967	48,687	49,418	50,160	50,913	51,677
	Junior 90% 20 yrs	41,904	42,533	43,171	43,819	44,477	45,144	45,822	46,510
	Junior 80% 19 yrs	37,248	37,807	38,374	38,950	39,535	40,128	40,731	41,342
	Junior 70% 18 yrs	32,592	33,081	33,577	34,081	34,593	35,112	35,640	36,174
	Junior 60% 17 yrs	27,936	28,355	28,781	29,213	29,651	30,096	30,548	31,007
	Junior 50% <17 yrs	23,280	23,629	23,984	24,344	24,709	25,080	25,457	25,839
ELC 2	ELC 2.1	46,559	47,258	47,967	48,687	49,418	50,160	50,913	51,677
ELC 3	ELC 3.1	51,422	52,194	52,977	53,772	54,579	55,398	56,229	57,073
	ELC 3.2	53,166	53,964	54,774	55,596	56,430	57,277	58,137	59,010
ELC 4	ELC 4.1	54,821	55,644	56,479	57,327	58,187	59,060	59,946	60,846
	ELC 4.2	59,069	59,956	60,856	61,769	62,696	63,637	64,592	65,561
ELC 5	ELC 5.1	60,694	61,605	62,530	63,468	64,421	65,388	66,369	67,365
	ELC 5.2	61,347	62,268	63,203	64,152	65,115	66,092	67,084	68,091
ELC 6	ELC 6.1	64,119	65,081	66,058	67,049	68,055	69,076	70,113	71,165
ELC 7	ELC 7.1	72,959	74,054	75,165	76,293	77,438	78,600	79,779	80,976
	ELC 7.2	75,313	76,443	77,590	78,754	79,936	81,136	82,354	83,590
	ELC 7.3	77,700	78,866	80,049	81,250	82,469	83,707	84,963	86,238
ELC 8	ELC 8.1	81,432	82,654	83,894	85,153	86,431	87,728	89,044	90,380
ELC 9	ELC 9.1	85,038	86,314	87,609	88,924	90,258	91,612	92,987	94,382
ELC 10	ELC10.1	89,280	90,620	91,980	93,360	94,761	96,183	97,626	99,091

15.2 Location Loadings

Location Loadings are to be applied to base rates for all staff in the early learning centre working under the Agreement. The location loadings for Educators are to be the same as the location loadings for Teachers at [Clause 13.2](#) Schedule A.

15.3 Notes to Schedule C

15.3.1 Pay rate changes commence in the first full pay cycle following the date specified for each period. As per [Clause 4.2](#), the fortnightly rate is determined by dividing the annual rate by 26.089.

15.3.2 Rates listed are inclusive of Leave Loading.

15.3.3 For reference, the following table outlines alignment of annual base rates from [Clause 15.1](#) with Preschool/Childcare Services classification grades (refer [Section 17](#) – Schedule E).

Classification			Age & Indicative Qualification	Role-Scope References
Preschool / Childcare Services Grade	Pay Grade	Pay Levels		
Grade 1	1	1.1	<ul style="list-style-type: none"> • Junior – Unqualified 	<ul style="list-style-type: none"> • ELC assistant • Outside school hours care assistant • Kindergarten assistant • Junior Trainee Educator
Grade 2	2	2.1	<ul style="list-style-type: none"> • Adult – Unqualified • Adult – Qualified <ul style="list-style-type: none"> ◦ Certificate I or II • Junior – Qualified <ul style="list-style-type: none"> ◦ Certificate I or II or III or IV 	<ul style="list-style-type: none"> • ELC Assistant • Outside school hours care assistant • Kindergarten assistant
Grade 3	3	3.1 3.2	<ul style="list-style-type: none"> • Adult – Qualified <ul style="list-style-type: none"> ◦ Certificate III or IV • Junior – Qualified <ul style="list-style-type: none"> ◦ Diploma 	<ul style="list-style-type: none"> • ELC Educator • Outside school hours care Educator • Kindergarten Educator
Grade 3A	4	4.1 4.2	<ul style="list-style-type: none"> • Adult – Qualified <ul style="list-style-type: none"> ◦ Diploma 	<ul style="list-style-type: none"> • ELC Educator • Outside school hours care Educator • Kindergarten Educator
Grade 4	5	5.1 5.2	<ul style="list-style-type: none"> • Adult – Qualified <ul style="list-style-type: none"> ◦ Diploma or Advanced Diploma 	<ul style="list-style-type: none"> • ELC Educator • Outside school hours care Educator • Kindergarten Educator
Grade 5	6	6.1 6.2	<ul style="list-style-type: none"> • Adult – Qualified <ul style="list-style-type: none"> ◦ Diploma or Advanced Diploma or Degree 	<ul style="list-style-type: none"> • Senior ELC Educator • Outside school hours care Co-ordinator • Senior Kindergarten Educator • Assistant Director (Certified Supervisor)
Grade 6	7	7.1 7.2 7.3	<ul style="list-style-type: none"> • Adult – Qualified <ul style="list-style-type: none"> ◦ Diploma or Advanced Diploma or Degree 	<ul style="list-style-type: none"> • Director (Nominated Supervisor) <ul style="list-style-type: none"> ◦ Small centre/service (<60 places)
Grade 6	8	8.1	<ul style="list-style-type: none"> • Adult – Qualified <ul style="list-style-type: none"> ◦ Diploma or Advanced Diploma or Degree 	<ul style="list-style-type: none"> • Director (Nominated Supervisor) <ul style="list-style-type: none"> ◦ Large centre/service (60-89 places)
Grade 6	9	9.1	<ul style="list-style-type: none"> • Adult – Qualified <ul style="list-style-type: none"> ◦ Diploma or Advanced Diploma or Degree 	<ul style="list-style-type: none"> • Director (Nominated Supervisor) <ul style="list-style-type: none"> ◦ Large centre/service (90+ places)

16. SCHEDULE D – WAGE RATES – VET TRAINERS AND ASSESSORS

16.1 Annual Base Rates

Classification	1 January 2020	1 July 2020	1 January 2021	1 July 2021	1 January 2022	1 July 2022	1 January 2023	1 July 2023
VET Trainer								
VET1.1 (Gen Staff 5.1)	63,193	64,141	65,104	66,081	67,073	68,080	69,102	70,139
VET1.2 (Gen Staff 5.2)	64,518	65,486	66,469	67,467	68,480	69,508	70,551	71,610
VET Trainer & Assessor – Level 1								
VET1.1 (Gen Staff 5.1)	63,193	64,141	65,104	66,081	67,073	68,080	69,102	70,139
VET1.2 (Gen Staff 5.2)	64,518	65,486	66,469	67,467	68,480	69,508	70,551	71,610
VET1.3 (Gen Staff 6.1)	70,805	71,868	72,947	74,042	75,153	76,281	77,426	78,588
VET1.4 (Gen Staff 6.2)	77,221	78,380	79,556	80,750	81,962	83,192	84,440	85,707
VET Trainer & Assessor – Level 2								
VET2.1 (Gen Staff 7.1)	81,028	82,244	83,478	84,731	86,002	87,293	88,603	89,933
VET2.2 (Gen Staff 7.2)	83,510	84,763	86,035	87,326	88,636	89,966	91,316	92,686
VET2.3 (Gen Staff 7.3)	84,745	86,017	87,308	88,618	89,948	91,298	92,668	94,059
VET2.4 (Gen Staff 8.1)	86,375	87,671	88,987	90,322	91,677	93,053	94,449	95,866
VET Trainer & Assessor – Level 3								
VET3.1 (Gen Staff 9.1)	90,200	91,553	92,927	94,321	95,736	97,173	98,631	100,111
VET3.2 (Gen Staff 10.1)	94,700	96,121	97,563	99,027	100,513	102,021	103,552	105,106

16.2 Location Loadings

Location Loadings are to be applied to base rates for all staff in the College working under the Agreement. The location loadings for VET Trainers and Assessors are to be the same as the location loadings for Teachers at [Clause 13.2](#) Schedule A.

16.3 Notes to Schedule D

16.3.1 Pay rate changes commence in the first full pay cycle following the date specified for each period. As per [Clause 4.2](#), the fortnightly rate is determined by dividing the annual rate by 26.089.

16.3.2 Rates listed are inclusive of Leave Loading.

17. SCHEDULE E – CLASSIFICATIONS FOR GENERAL STAFF AND ELC EDUCATORS

Classifications described in this schedule apply to employees who are not teachers, including General Staff in schools and preschool/childcare staff (Educators) in early learning centres.

17.1 Definitions

17.1.1 Definition 1 – Supervision:

- (a) *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.
- (b) *Routine Supervision*: Direction is provided on the tasks to be undertaken with some latitude to rearrange sequences and discriminate between established methods. Guidance on the approach to standard circumstances is provided in procedures, guidance on the approach to non-standard circumstances is provided by a supervisor. Checking is selective rather than constant.
- (c) *General Direction*: Direction is provided on the assignments to be undertaken, with the employee determining the appropriate use of established methods, tasks and sequences. There is some scope to determine an approach in the absence of established procedures or detailed instructions, but guidance is readily available. When performance is checked, it is on assignment completion.
- (d) *Broad Direction*: Direction is provided in terms of objectives which may require the planning of staff, time and material resources for their completion. Limited detailed guidance will be available and the development or modification of procedures by the employee may be required. Performance will be measured against objectives.

17.1.2 Definition 2 – Qualifications

Within the Australian Qualifications Framework:

- (a) *Year 12*: Completion of a senior secondary certificate of education, usually in Year 12 of secondary school.
- (b) *Trade Certificate*: Completion of an apprenticeship, normally of four years' duration, or equivalent recognition, e.g. Certificate III.
- (c) *Post-trade Certificate*: A course of study over and above a trade certificate and less than a Certificate IV.
- (d) *Certificates I and II*: Courses that recognise basic vocational skills and knowledge, without a Year 12 prerequisite.
- (e) *Certificate III*: A course that provides a range of well-developed skills and is comparable to a trade certificate.
- (f) *Certificate IV*: A course that provides greater breadth and depth of skill and knowledge and is comparable to a two year part-time post-Year 12 or post-trade certificate course.
- (g) *Diploma*: A course at a higher education or vocational educational and training institution, typically equivalent to two years full-time post-Year 12 study.
- (h) *Advanced Diploma*: A course at a higher education or vocational educational and training institution, typically equivalent to three years full-time post-Year 12 study.

- (i) *Degree*: A recognised degree from a higher education institution, often completed in three or four years, and sometimes combined with a one year diploma.
- (j) *Postgraduate Degree*: A recognised postgraduate degree, over and above a degree as defined above.

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

17.1.3 Definition 3: Classification dimensions

- (a) *Competency*: The skill, complexity and responsibility of tasks typically required at each classification level.
- (b) *Judgment, Independence and Problem Solving*: Judgment is the ability to make sound decisions, recognising the consequences of decisions taken or actions performed. Independence is the extent to which an employee is able (or allowed) to work effectively without supervision or direction. Problem solving is the process of defining or selecting the appropriate course of action where alternative courses of actions are available. This dimension looks at how much of each of these three qualities applies at each classification level.
- (c) *Level of Supervision*: This dimension covers both the way in which Employees are supervised or managed and the role of Employees in supervising or managing others.
- (d) *Training Level or Qualifications*: The type and duration of training which the duties of the classification level typically require for effective performance. Training is the process of acquiring skills and knowledge through formal education, on-the-job instruction or exposure to procedures.
- (e) *Occupational Equivalent*: Examples of occupations typically falling within each classification level.
- (f) *Typical Activities*: Examples of activities typically undertaken by employees in different roles at each of the classification levels. Examples of occupational equivalent positions are provided. Reference to small, medium and large schools is made, based upon student enrolment. A small school enrolls less than 300 students, a medium school enrolls between 300 and 600 students and a large school enrolls more than 600 students.

17.2 Classification Level 1

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

(a) Competency

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

(b) Judgment, Independence and Problem Solving

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

(c) Level of Supervision

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

(d) Training Level or Qualifications

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

(e) Typical activities

(i) Classroom support services grade 1

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

(ii) Preschool/childcare services grade 1

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

(iii) School administration services grade 1

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

- Monitoring and maintaining stock levels of stationery/materials within established parameters, including reordering
 - *Occupational equivalent:* clerical assistant, data entry operator, front desk/reception assistant
- (iv) School operational services grade 1
- Performing general labouring tasks
 - Performing general gardening tasks, including preparing grounds and undertaking planting
 - Performing horticultural duties in areas such as sports playing fields, garden maintenance and foliage control
 - Performing basic gardening and outdoor maintenance
 - Performing basic maintenance
 - Performing a range of industrial cleaning tasks
 - Moving furniture and equipment
 - Assisting in a school retail facility, such as a canteen, uniform shop or book shop
 - Assisting trades personnel with manual duties
 - Taking general care of school vehicles, including driving buses for less than 25 passengers
 - Undertaking elementary food preparation and cooking duties, cleaning and tidying the kitchen and its equipment
 - Performing gardening duties such as the planting and trimming of trees, sowing, planting and cutting of grass and the watering of plants, gardens, trees, lawns and displays
 - Removing cuttings, raking leaves, cleaning/emptying litter bins, cleaning gutters/drains/culverts
 - Performing routine maintenance of turf, synthetic, artificial and other play surfaces
 - Performing non-trade tasks incidental to the employee's work
 - Performing general laundry duties
 - Performing general house assistant duties in a boarding house, such as cleaning
 - Performing minor repairs to linen or clothing such as buttons, zips, seams and working with flat materials
 - Cleaning, dusting and polishing in classrooms or other public areas of the school
 - Making and/or serving morning/afternoon tea, including washing up and other duties in connection with such work other than meals/refreshments in the school's main dining area
 - *Occupational equivalent:* cleaner, kitchen assistant, laundry assistant, grounds/maintenance assistant, retail assistant, bus driver, handyperson, attendant, trades assistant

17.3 Classification Level 2

An employee at this level performs work above and beyond the skills of an employee at [Level 1](#).

(a) Competency

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

(b) Judgment, Independence and Problem Solving

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

(c) Level of Supervision

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

(d) Training Level or Qualifications

Level 2 duties typically require:

- (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. An instructional services employee (sport) will have no or minimal coaching experience but will possess appropriate sporting discipline specific experience.

(e) Typical Activities

(i) Classroom support services grade 2

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

(ii) Curriculum/resources services grade 1

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

- Answering ready references inquiries
 - Operating a wide range of audio-visual or computer equipment
 - Demonstrating and explaining the operation of audio-visual, computer and other similar equipment
 - Providing technical support to teachers
 - Recording materials by means of sound and photographic equipment, etc.
 - Evaluating and making recommendations for the purchase of technical or computer equipment
 - Implementing measures for proper storage control and handling or disposal of dangerous or toxic substances
 - Culturing, preparing for use and being responsible to the relevant manager for the security of bacterial, viral or other like substances
 - Ordering supplies and materials
 - Within a defined range of contexts, where the choice of actions is clear, maintaining scientific equipment, materials and specimens
 - Assisting with the design/demonstration of experiments and scientific equipment, as directed
 - *Occupational equivalent:* library assistant, laboratory assistant, technology centre assistant
- (iii) Preschool/childcare services grade 2
- Assisting in the implementation of the children's program under supervision
 - Assisting in the implementation of daily care routines
 - Developing awareness of, and assisting in the maintenance of, the health and safety of children in care
 - Understanding and working according to the policies and procedures associated with the children's program
 - Responsibility for food preparation, cleaning, gardening or general maintenance under the guidance of the director or the director's nominee
 - Demonstrating knowledge of hygienic handling of food and equipment
 - *Occupational equivalent:* childcare assistant
- (iv) Boarding supervision services grade 1
- Performing basic duties to assist the person in charge of the boarding house in the daily routines involving the care of students and general functions of the boarding house
 - Applying domestic and interpersonal skills
 - *Occupational equivalent:* boarding house assistant
- (v) Wellbeing services grade 1
- Providing first aid services, as the designated first aid officer in the school
 - *Occupational equivalent:* first aid officer
- (vi) School administration services grade 2
- Performing duties involving the inward and outward movement of mail, keeping, copying, maintaining and retrieving records, straightforward data entry and retrieval
 - *Occupational equivalent:* clerical assistant
- (vii) School operational services grade 2
- Performing non-cooking duties in the kitchen including the assembly, preparation and measurement of food items
 - Undertaking general gardening tasks including the preparation and planting procedures
 - Laundry duties requiring the application of limited discretion

- Operating, maintaining and adjusting turf machinery under general supervision
- Applying fertilizers, fungicides, herbicides and insecticides under general supervision
- Performing a range of patrol duties, including responding to alarms, following emergency procedures and preparing incident reports
- Driving a bus with a carrying capacity of 25 or more passengers
- *Occupational equivalent*: non-trade qualified cook, gardener, kitchen assistant, security officer, school bus driver

(viii) Instructional grade 1

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

17.4 Classification Level 3

An employee at this level performs work above and beyond the skills of an employee at [Level 2](#).

(a) Competency

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

(b) Judgment, Independence and Problem Solving

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

(c) Level of Supervision

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

(d) Training Level or Qualifications

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

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

For an instructional services employee (sport), this means coaching qualifications equivalent to those identified in [Clause 17.4\(d\)\(i\) and \(ii\)](#) and/or appropriate sporting discipline specific experience. Persons advancing through this level may typically perform duties which require further on-the-job training or knowledge and training equivalent to progress toward completion of a Certificate IV or Diploma.

(e) Typical Activities

(i) Classroom support services grade 3

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

(ii) Curriculum/resources services grade 2

- Undertaking some responsibility for other employees in the work area
- Providing assistance or guidance to other employees in the work area
- Providing technical assistance in the operation of a library, laboratory, or technology centre, where some discretion and judgment are involved
- Preparing descriptive cataloguing for library materials
- Supervising the operation of circulation systems
- Answering reference and information inquiries, other than ready reference
- Assisting in evaluating and selecting equipment and supplies
- Providing guidance in the use of information systems
- Producing resource materials, e.g. multi-media kits, video and film clips
- Teaching audio-visual, computer and other technical skills to students and teachers
- Searching and verifying bibliographical data where some judgment and discretion are involved
- Producing, displaying and/or publicising materials
- Assisting students and employees to access information and to use equipment in a library, laboratory or a technology centre where some discretion and judgment are involved
- Assisting with supervision of students in the library where some discretion and judgment are involved
- Providing technical assistance and advice, as requested
- Assisting with the planning and organisation of a laboratory or technology centre and field work
- Testing of experiments and demonstrating experiments (with teachers)
- *Occupational equivalent:* library technician, laboratory technician, technology centre technician

(iii) Preschool/childcare services grade 3

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

(iv) Boarding supervision services grade 2

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

(v) School administration services grade 3

- Undertaking a wide range of secretarial and clerical duties at an advanced level, including typing, word processing, maintaining email and computerised records and shorthand
- Managing enquiries from students, parents, Employees and the general public
- Entering financial data into computers and preparing financial and management reports for review and authorisation
- Preparing and processing payroll within routines, methods and procedures
- Undertaking bank and ledger reconciliations
- Assisting with preparation of internal and external publications
- Providing administrative support to senior management, including arranging appointments, diaries and preparing both confidential and general correspondence
- Preparing government and statutory authority returns for authorisation
- *Occupational equivalent:* administration assistant, office supervisor, accounts clerk, school secretary (small school)

(vi) School operational services grade 3

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

(vi) Instructional services grade 2

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

17.5 Classification Level 4

An employee at this level performs work above and beyond the skills of an employee at [Level 3](#).

(a) Competency

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

(b) Judgment, Independence and Problem Solving

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

(c) Level of Supervision

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

(d) Training Level or Qualifications

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

- (i) completion of a diploma level qualification with relevant work related experience;
- (ii) completion of a Certificate IV with relevant work experience;
- (iii) completion of a post-trades certificate and extensive relevant experience and on-the-job training;
- (iv) completion of a Certificate III with extensive relevant work experience; or
- (v) an equivalent combination of relevant experience and/or education/training. For an instructional services employee (sport), this means coaching qualifications equivalent to those identified in clauses [17.5\(d\)](#)(i) to (iv) and/or appropriate sporting discipline specific experience.

(e) Typical Activities

- (i) Curriculum/resources services grade 3
 - Demonstrating and instructing students and employees with respect to the use of complex audio-visual or computer equipment, using a variety of

- routines, methods and procedures, with a depth of knowledge in the requisite areas
 - Designing and demonstrating experiments within a variety of routines, methods and experiences under supervision of teachers where discretion and judgment are required
 - In charge of an identifiable functional unit, which ordinarily will involve the supervision of staff
 - Liaising with teachers on curriculum matters
 - Assisting careers advisor/counsellor
 - *Occupational equivalent:* senior technician in a library, laboratory or technology centre, careers placement officer
- (ii) Preschool/childcare services grade 3A
- Exercises similar responsibilities as a grade 3 but an employee at this level has a Diploma in Children's Services.
 - *Occupational equivalent:* childcare assistant
- (iii) Boarding supervision services grade 3
- Managing a boarding house, with significant responsibility for the welfare of students, which includes the maintenance of effective communication with the parents of students and the supervision of other boarding supervision employees
 - *Occupational equivalent:* boarding house supervisor, manager or co-ordinator
- (iv) Wellbeing services grade 2
- Providing support and guidance to students
 - Providing welfare services to students
 - *Occupational equivalent:* youth welfare officer
- (v) School administration services grade 4
- Responsibility for the smooth and efficient financial administration of a small school
 - Responsibility for both secretarial and financial administration of a school office in a small school
 - Using computer software packages, including desktop publishing, database and/or web software, at an advanced level
 - Planning and setting up spreadsheets and database applications
 - Initiating and handling correspondence, which may include confidential correspondence
 - Calculating and maintaining wage and salary records for a large payroll utilising a variety of routines, methods and procedures
 - Applying inventory and purchasing control procedures
 - Preparing monthly summaries of debtors and creditors ledger transactions with reconciliations
 - Controlling the purchasing and storage for a discrete function
 - Supervising and maintaining hardware and software components of a computer network, with appropriate support for users
 - Preparing complex financial and administrative systems
 - Undertaking responsibility for the co-ordination and ongoing management of fundraising activities or special projects where an advanced level of clerical and administrative skill is required
 - *Occupational equivalent:* senior administration assistant, office supervisor, finance officer, school registrar, school secretary (large school), principal's secretary, school development officer

(vi) School operational services grade 4

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

(vi) Instructional services grade 3

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

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

17.6 Classification Level 5

An Employee at this level performs work above and beyond the skills of an Employee at [Level 4](#).

(a) Competency

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

(b) Judgment, Independence and Problem Solving

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

(c) Level of supervision

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

(d) Training level or qualifications

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

- (i) completion of a degree without subsequent relevant work experience;
- (ii) completion of an advanced diploma qualification and at least one year's subsequent relevant work experience;

- (iii) completion of a diploma qualification and at least two years' subsequent relevant work experience;
 - (iv) completion of a Certificate IV and extensive relevant work experience;
 - (v) completion of a post-trades certificate and extensive (typically more than two years') relevant experience as a technician; or
 - (vi) an equivalent combination of relevant experience and/or education/training. For an instructional services employee (sport), this means coaching qualifications equivalent to those identified in clauses [17.6\(d\)](#)(i) to (v) and/or appropriate sporting discipline specific experience.
- (e) Typical Activities
- (i) Curriculum/resources services grade 4
 - Providing specialist technical advice, direction and assistance in the Employee's area of expertise using the application of knowledge gained through formal study/qualifications applicable to this level
 - *Occupational equivalent*: professional assistant
 - (ii) Preschool/childcare services grade 4
 - Responsibility, in consultation with the director or the director's nominee, for the preparation, implementation and evaluation of a developmentally appropriate program for individual children or groups of children in care
 - Responsibility for the direction and general supervision of lower level employees
 - Ensuring a safe environment is maintained for children and employees
 - Ensuring that records are maintained accurately for each child in the employee's care
 - Developing, implementing and evaluating daily care routines
 - Ensuring adherence to the policies and procedures
 - Liaising with families
 - *Occupational equivalent*: childcare assistant
 - (iii) Boarding supervision services grade 4
 - Responsibility to the principal of a school for the overall supervision of the recreational and personal welfare of all students and has overall responsibility for the administration of two or more boarding houses or a very large boarding house
 - *Occupational equivalent*: head of boarding (large school)
 - (iv) School administration services grade 5
 - Applying theoretical knowledge, at degree level, in a straightforward way, in professional positions
 - Providing designated support to senior management and associated committees concerning designated aspects of school management
 - Overseeing the operations of the school's office and other administrative activities
 - Ensuring deadlines and targets are met
 - Preparing the accounts of the school to operating statement stage and assisting in the formulating of period and year end entries
 - Performing information technology tasks requiring professional qualifications involving analysis, design or computation and drawing upon advanced techniques and methods
 - *Occupational equivalent*: human resources officer, office supervisor (large school), school development officer

- (v) School operational services grade 5
 - Managing a range of functions
 - *Occupational equivalent:* assistant property manager (large school), property manager (medium school)
- (vi) Instructional services grade 4
 - Preparing instrumental music students for external examination in their discipline as part of an extra-curricular program
 - Coaching individuals and/or sporting teams/squads, including developing and implementing individual and/or team specific training sessions and programs
 - *Occupational equivalent:* music tutor, sports coach, senior sports coach (large school)

17.7 Classification Level 6

An employee at this level performs work above and beyond the skills of an employee at [Level 5](#).

(a) Competency

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

(b) Judgment, Independence and Problem Solving

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

(c) Level of Supervision

In some positions, general direction is appropriate. In other positions, broad direction would apply. May have extensive supervisory and line management responsibility for General Staff. 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. For an instructional services employee (sport), this means coaching qualifications equivalent to those identified in clauses [17.7\(d\)](#)(i) to (ii) and/or appropriate sporting discipline specific experience.

(e) Typical Activities

(i) Preschool/childcare services grade 5

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

(ii) Wellbeing services grade 3

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

(iii) Nursing services grade 1

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

(iv) School administration services grade 6

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

- (v) School operational services grade 6
 - Managing a range of functions
 - *Occupational equivalent:* property manager
- (vi) Instructional services grade 5
 - Conducting and co-ordinating a school choir, band or musical ensemble or more than one of these
 - Managing and delivering the full coaching/training program or a significant distinct part of a coaching/training program for one or more sporting disciplines
 - Supervising employees, including instructional services employees (Grades 1, 2, 3 and/or 4) or coaching (individuals, squads and/or teams) and managing sporting facilities
 - *Occupational equivalent:* choir master, conductor, head coach

17.8 Classification Level 7

An employee at this level performs work above and beyond the skills of an employee at [Level 6](#).

(a) Competency

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

(b) Judgment, Independence and Problem Solving

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

(c) Level of Supervision

Broad direction. May manage other employees including General Staff.

(d) Training Level or Qualifications

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

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

(e) Typical Activities

(i) Preschool/childcare services grade 6

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

(ii) Wellbeing services grade 4

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

(iii) Nursing services grade 2

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

(iv) School administration services grade 7

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

17.9 Classification Level 8

An employee at this level performs work above and beyond the skills of an employee at [Level 7](#).

(a) Competency

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

(b) Judgment, Independence and Problem Solving

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

(c) Level of Supervision

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

(d) Training Level or Qualifications

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

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

(e) Typical activities

(i) Preschool/childcare services grade 6

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

(ii) Wellbeing services grade 5

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

(iii) Nursing services grade 3

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

(iv) School administration services grade 8

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

17.10 Classification Level 9

An Employee at this level would normally be a member of a leadership team or an experienced technician who is accountable for the development and delivery of key services that are integral to the effective operation within a school environment.

Responsible for program development and implementation. Provide a range of services and / or undertakes the analysis of complex problems and recommend and may implement solutions.

Management of a major school or organisational initiative, project or targeted strategy.

Level of Supervision

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

Training Level or Qualifications

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

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

Typical activities

- (i) Director of an Early Learning Centre with significant experience where the number of places in the Centre exceeds 90, and / or is responsible for a number of services provided within the operation.
- (ii) Counsellor who manages a counselling or multi-disciplinary service in a large school and is responsible for directing / organising the work of other staff, plus preparing proposals or policy for school leadership.
- (iii) School Administration Manager (large school). Would contribute, develop and implement key policy initiatives and manage the budget outcomes for administrative and operational activities. Coordinate delivery of a range of support services, negotiate contracts and service agreements, and have responsibility for delivery of client services.
- (iv) Information Technology Manager (large school). Manage the development and operation of the computer systems within a school where there is a high degree of complexity and importance to educational and operational outcomes. Provide expertise and leadership in strategic resource planning.
- (v) Operations / Property Services Manager (large school). Would contribute, develop and implement key policy initiatives and manage the budget outcomes for operational activities. Coordinate delivery of a range of support services, negotiate contracts and service agreements, and have responsibility for delivery of client services. Provide recommendations to management for strategic resource allocation and site development.

17.11 Classification Level 10

An Employee at this level would perform work at a higher level than an Employee at [Level 9](#). The Employee would normally be a member of a senior leadership team who will have primary responsibility for the management of significant areas or functions within the school to support the educational services being provided to students.

The Employee will have the authority to make significant decisions relating to the program, budget and staff relating to their area of designated responsibility within the framework of the school's strategic plan, policies and budget. The Employee would contribute to the overall management of the school through involvement in policy formulation and decision making.

UNDERTAKING

Christian Community Ministries Schools Enterprise Agreement 2020

AG2019/5112

Written undertakings under section 117 of the Fair Work Act 2009 (Cth).

On 23 December 2019, Christian Community Ministries Schools ("the Employer") applied to the Fair Work Commission ("FWC") pursuant to Section 185 of the Fair Work Act 2009 (Cth) ("Act") for the approval of an enterprise agreement to be known as the Christian Community Ministries Schools Enterprise Agreement 2020 ("the Agreement").

The Employer makes the following undertaking pursuant to section 117 of the Act in relation to the Agreement:

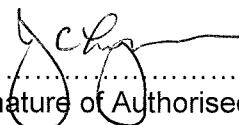
1. Clause 3.9.2 (a)

Notwithstanding clause 3.9.2, the amount of notice is increased by one week if the Employee is over 45 years of age and has completed at least two years of continuous service with the Employer.

DATED at Kingston this 31st day of January 2020

Signed for and on behalf of

Christian Community Ministries Schools


Signature of Authorised Representative

B. Alder
Signature of Witness

JOHN LYNDON
Name of Authorised Representative
(BLOCK LETTERS)

BRENDA ALDER
Name of Witness
(BLOCK LETTERS)

Chief Executive Officer
Title of Authorised Representative

70 Laughlin St, Kingston 4114
Address of Authorised Representative

UNDERTAKING

Christian Community Ministries Schools Enterprise Agreement 2020

AG2019/5112

Written undertakings under clause 27.2(k) of the Educational Services (Schools) General Staff Award 2010 and Schedule B 4.2(k) of the Educational Services (Teachers) Award 2010.

On 23 December 2019, Christian Community Ministries Schools ("the Employer") applied to the Fair Work Commission ("FWC") pursuant to Section 185 of the Fair Work Act 2009 (Cth) ("Act") for the approval of an enterprise agreement to be known as the Christian Community Ministries Schools Enterprise Agreement 2020 ("the Agreement").

The Employer makes the following undertaking pursuant to clause 27.2(k) of the Educational Services (Schools) General Staff Award 2010 in relation to the Agreement:

1. The following will henceforth be taken to be a clause of the Agreement

If, on the termination of the employee's employment, time off for overtime worked by the employee to which clause(s) 9.13.2 and 10.9.2 applies has not been taken, the employer must pay the employee for the overtime at the overtime rate applicable to the overtime when worked.

The Employer makes the following undertaking pursuant to clauses in Schedule B 4.2(k) of the Educational Services (Teachers) Award 2010 in relation to the Agreement:

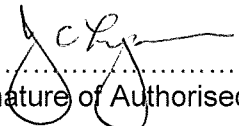
1. The following will henceforth be taken to be a clause of the Agreement

If, on the termination of the employee's employment, time off for overtime worked by the employee to which clause(s) 8.4.2 applies has not been taken, the employer must pay the employee for the overtime at the overtime rate applicable to the overtime when worked.

DATED at Kingston this 31st day of January 2020

Signed for and on behalf of

Christian Community Ministries Schools


.....
Signature of Authorised Representative


.....
Signature of Witness

John Lyndon
.....
Name of Authorised Representative

Brenda Alder
.....
Name of Witness

(BLOCK LETTERS)

(BLOCK LETTERS)

Chief Executive Officer
Title of Authorised Representative

70 Loughlin St, Kingston 4114
Address of Authorised Representative