

The Educational Services (Schools) General Staff Award—Exposure Draft was first published on 18 December 2015. Subsequent amendments to the draft are as follows:

Publication date	Reason for amendments	Clauses affected
8 March 2019	Incorporates changes resulting from [2018] FWCFB 1405 , [2018] FWCFB 6368 and [2018] FWCFB 2875	21.3 (relocated), 22.4, 22.5, 23.3(b)(i), B.1.2
	Incorporates changes resulting from [2018] FWCFB 1548	7.2
	Incorporate changes resulting from PR701683	Schedule I
	Incorporate changes resulting from PR598110	Schedule I
	Incorporate changes resulting from [2018] FWCFB 3500 , PR606401 , PR606556 , PR606630 ,	17, 19, Schedule B, Schedule C, Schedule E
	Incorporate changes resulting from [2018] FWCFB 3936 , PR609395	22 (deleted)
	Incorporate changes resulting from [2018] FWCFB 4695 , PR700561	8
	Incorporates changes resulting from [2018] FWCFB 4704 , PR610240	5, 32, 29, 30, 31
	Incorporates changes resulting from [2018] FWCFB 4735 , PR610106	18
	Incorporates changes resulting from [2018] FWCFB 6863 , PR701479	6
	12.4 (deleted), 18, 17.7(b) Exposure Draft	Administrative changes by Modern Awards team
14 October 2019	Incorporating changes resulting from [2019] FWCFB 1255 at [41]	A.2.6
	Incorporating changes resulting from [2019] FWCFB 1333 at [35]	1.5 (deleted)
	Incorporating changes resulting from [2019] FWCFB 2548 , PR706945	33
	Incorporating changes resulting from [2019] FWCFB 3500 , PR707489 , PR707716 , PR709080	17, 19, Schedule B, Schedule C, Schedule E
	Incorporating changes resulting from [2015] FWCFB 4658 at [57]	19
	Incorporating changes resulting from [2019] FWCFB 5144	27
	Incorporating changes resulting from [2019] FWCFB 5145 , PR712204	7, 28, Schedule I
	Incorporating changes resulting from	1.4 (deleted), 4.5, 4.6, 17

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The Educational Services (Schools) General Staff Award—Exposure Draft was first published on 18 December 2015. Subsequent amendments to the draft are as follows:		
Publication date	Reason for amendments	Clauses affected
	[2019] FWCFCB 5409	
	Administrative changes made by Modern Awards team to the document structure and Part and clause titles, and clause content in accordance with [2019] FWCFCB 5409 at [6] and Attachment A	Part 1—, 2, 4, 9, 10, 11, 12, 14, 14, 15, 16, 17, 18, 19, Part 5—, 21, 21, Part 6—, 23, Part 8—, 32, 33, Schedule A, Schedule C, Schedule D, Schedule E, Schedule F (deleted), Schedule F, Schedule H, Schedule I
	Administrative changes made by Modern Awards team to incorporate previous A clauses into the numbering of the exposure draft	6, 18, 30
	Administrative change by Modern Awards team	11.2(a)

EXPOSURE DRAFT

Educational Services (Schools) General Staff Award 20XX

This exposure draft has been prepared by staff of the Fair Work Commission based on the *Educational Services (Schools) General Staff Award 2010* (the General Staff award) as at 18 December 2015 and incorporates award updates up to 20 September 2019. This exposure draft does not seek to amend any entitlements under the General Staff award. Instead it has been prepared to address some of the structural issues identified in modern awards and to apply plain language drafting principles and techniques.

The review of this award in accordance with section 156 of the *Fair Work Act 2009* is being dealt with in matters [AM2014/225](#) and [AM2015/6](#). Additionally a number of common issues are being dealt with by the Commission which may affect this award. Some transitional provisions have been deleted as a result of decisions made during the review.

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

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Part 1—Application and Operation of this Award

1. Title and commencement

Clause 1.4 deleted as a result of re-structure [\[2019\] FWCFB 5409](#) at [6]. Clause 1.5 deleted in accordance with [\[2019\] FWCFB 1333](#) at [35].

- 1.1 This award is the *Educational Services (Schools) General Staff Award 20XX*.
- 1.2 This modern award commenced operation on 1 January 2010. The terms of the award have been varied since that date.
- 1.3 A variation to this award does not affect any right, privilege, obligation or liability that a person acquired, accrued or incurred under the award as it existed prior to that variation.

~~1.4 Schedule H Clause 2—Definitions sets out definitions that apply in this award.~~

~~1.5 Neither the making of this award nor the operation of any transitional arrangements is intended to result in a reduction in the take home pay of employees covered by the award. On application by or on behalf of an employee who suffers a reduction in take home pay as a result of the making of this award or the operation of any transitional arrangements, the Fair Work Commission may make any order it considers appropriate to remedy the situation.~~

2. Definitions

In this award, unless the contrary intention appears:

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

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

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

employee means national system employee within the meaning of the [Act](#)

employer means national system employer within the meaning of the [Act](#)

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

general employee means an employee of a school providing:

- (a) **boarding supervision services**—being an employee whose principal duties are to support the operation of a school’s boarding house in relation to the supervision of students;

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- (b) **classroom support services**—being an employee whose principal duties are to provide support to teachers and students in a primary or secondary classroom or to individual students or groups of students;
- (c) **curriculum/resources services**—being an employee whose principal duties are to support the operation of curriculum-related services, such as those provided by a library, laboratory or a technology centre;
- (d) **instructional services**—being an employee, other than a qualified teacher, whose principal duties are to develop the framework for and provide instruction to students (within a structured learning environment) under the general supervision of a member of the teaching staff;
- (e) **nursing services**—being an employee who is a registered nurse in the relevant State/Territory and is employed as such;
- (f) **preschool/childcare services**—being an employee whose principal duties are to work with children in a preschool, early learning centre or kindergarten operated by a school for pre-primary aged children, a childcare centre or an outside school hours care program (other than a qualified preschool/early childhood teacher);
- (g) **school administration services**—being an employee whose principal duties are in the functional areas of a school's business operations, including but not limited to clerical, administration, finance, marketing, fundraising, public relations, information technology, human resources administration and information management;
- (h) **school operational services**—being an employee whose principal duties are to support the other services of a school, including but not limited to:
 - (i) construction, plumbing, carpentry, painting and other trades;
 - (ii) cleaning, maintenance, school facility management;
 - (iii) security, caretaking;
 - (iv) gardening, turf management, farming;
 - (v) retailing—canteens, uniform shops, book shops;
 - (vi) cooking/catering, housekeeping, laundry; and
 - (vii) bus driving and vehicle maintenance.
- (i) **wellbeing services**—being an employee whose principal duties are to support the health and wellbeing of students, and employees, where appropriate. This may include home/school liaison, counsellors and therapists.

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

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

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

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

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

school education industry has the meaning given in clause 4.2

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

standard rate means the annual salary applicable to Level 3.1 in clause 17.1—Minimum rates

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

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

3. The National Employment Standards and this award

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

4. Coverage

Clauses 4.5 and 4.6 amended in accordance with [\[2019\] FWCFB 5409](#) at [118].

- 4.1 This industry award covers employers in the school education industry throughout Australia and their employees employed in the classifications contained in Schedule A—Classifications to the exclusion of any other modern award.
- 4.2 **School education industry** means the provision of education including preschool or early childhood education in a school, registered and/or accredited under the relevant authority in each state or territory or in an early childhood service operated by a school, including all operations of the school. Where the provision of school education is directed, managed and/or controlled by a central or regional administration of a system of schools it may also include persons involved in providing such services to schools.

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- 4.3 This award does not apply to:
- (a) a teacher engaged as such;
 - (b) a principal or deputy principal, however named;
 - (c) a bursar or business manager, however named being the most senior administrative employee employed with delegated authority to act for the employer; or
 - (d) a member of a recognised religious teaching order and/or a Minister of Religion or a person engaged for the purpose of religious instruction, supervision of prayers or to undertake other religious duties of a non-teaching nature.
- 4.4 This award does not cover:
- (a) employees excluded from award coverage by the *Fair Work Act 2009* (Cth) (the [Act](#));
 - (b) employees who are covered by a modern enterprise award or an enterprise instrument (within the meaning of the *Fair Work (Transitional Provisions and Consequential Amendments) Act 2009* (Cth)), or employers in relation to those employees; or
 - (c) employees who are covered by a State reference public sector modern award or a State reference public sector transitional award (within the meaning of the *Fair Work (Transitional Provisions and Consequential Amendments) Act 2009* (Cth)), or employers in relation to those employees.
- 4.5 This award covers any employer which supplies labour on an on-hire basis in the [school education](#) industry ~~set out in clauses 4.1 and 4.2~~ in respect of on-hire employees in classifications covered by this award, and those on-hire employees, while engaged in the performance of work for a business in that industry. ~~This subclause- Clause 4.5~~ operates subject to the exclusions from coverage in this award.
- 4.6 This award covers employers which provide group training services for apprentices and/or trainees engaged in the [school education](#) industry and/or parts of [that](#) industry ~~set out at clauses 4.1 and 4.2~~ and those apprentices and/or trainees engaged by a group training service hosted by a company to perform work at a location where the activities described herein are being performed. ~~This subclause- Clause 4.6~~ operates subject to the exclusions from coverage in this award.
- 4.7 Where an employer is covered by more than one award, an employee of that employer is covered by the award classification which is most appropriate to the work performed by the employee and to the environment in which the employee normally performs the work.

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

5. Individual flexibility arrangements

- 5.1** Despite anything else in this award, an employer and an individual employee may agree to vary the application of the terms of this award relating to any of the following in order to meet the genuine needs of both the employee and the employer:
- (a) arrangements for when work is performed; or
 - (b) overtime rates; or
 - (c) penalty rates; or
 - (d) allowances; or
 - (e) annual leave loading.
- 5.2** An agreement must be one that is genuinely made by the employer and the individual employee without coercion or duress.
- 5.3** An agreement may only be made after the individual employee has commenced employment with the employer.
- 5.4** An employer who wishes to initiate the making of an agreement must:
- (a) give the employee a written proposal; and
 - (b) if the employer is aware that the employee has, or reasonably should be aware that the employee may have, limited understanding of written English, take reasonable steps (including providing a translation in an appropriate language) to ensure that the employee understands the proposal.
- 5.5** An agreement must result in the employee being better off overall at the time the agreement is made than if the agreement had not been made.
- 5.6** An agreement must do all of the following:
- (a) state the names of the employer and the employee; and
 - (b) identify the award term, or award terms, the application of which is to be varied; and
 - (c) set out how the application of the award term, or each award term, is varied; and
 - (d) set out how the agreement results in the employee being better off overall at the time the agreement is made than if the agreement had not been made; and
 - (e) state the date the agreement is to start.
- 5.7** An agreement must be:
- (a) in writing; and
 - (b) signed by the employer and the employee and, if the employee is under 18 years of age, by the employee's parent or guardian.

- 5.8** Except as provided in clause 5.7(b), an agreement must not require the approval or consent of a person other than the employer and the employee.
- 5.9** The employer must keep the agreement as a time and wages record and give a copy to the employee.
- 5.10** The employer and the employee must genuinely agree, without duress or coercion to any variation of an award provided for by an agreement.
- 5.11** An agreement may be terminated:
- (a) at any time, by written agreement between the employer and the employee; or
 - (b) by the employer or employee giving 13 weeks' written notice to the other party (reduced to 4 weeks if the agreement was entered into before the first full pay period starting on or after 4 December 2013).

NOTE: If an employer and employee agree to an arrangement that purports to be an individual flexibility arrangement under this award term and the arrangement does not meet a requirement set out in section 144 then the employee or the employer may terminate the arrangement by giving written notice of not more than 28 days (see section 145 of the [Act](#)).

- 5.12** An agreement terminated as mentioned in clause 5.11(b) ceases to have effect at the end of the period of notice required under that clause.
- 5.13** The right to make an agreement under clause 5 is additional to, and does not affect, any other term of this award that provides for an agreement between an employer and an individual employee.

6. Requests for flexible working arrangements

6.1 Employee may request change in working arrangements

Clause 6 applies where an employee has made a request for a change in working arrangements under section 65 of the [Act](#).

NOTE 1: section 65 of the [Act](#) provides for certain employees to request a change in their working arrangements because of their circumstances, as set out in section 65(1A). Clause 6 supplements or deals with matters incidental to the [NES](#) provisions.

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

NOTE 3: Clause 6 is an addition to section 65.

6.2 Responding to the request

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

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

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

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

6.3 What the written response must include if the employer refuses the request

- (a) Clause 6.3 applies if the employer refuses the request and has not reached an agreement with the employee under clause 6.2.
- (b) The written response under section 65(4) must include details of the reasons for the refusal, including the business ground or grounds for the refusal and how the ground or grounds apply.
- (c) If the employer and employee could not agree on a change in working arrangements under clause 6.2, then the written response under section 65(4) must:
 - (i) state whether or not there are any changes in working arrangements that the employer can offer the employee so as to better accommodate the employee's circumstances; and
 - (ii) if the employer can offer the employee such changes in working arrangements, set out those changes in working arrangements.

6.4 What the written response must include if a different change in working arrangements is agreed

If the employer and the employee reached an agreement under clause 6.2 on a change in working arrangements that differs from that initially requested by the employee, then the employer must provide the employee with a written response to their request setting out the agreed change(s) in working arrangements.

6.5 Dispute resolution

Disputes about whether the employer has discussed the request with the employee and responded to the request in the way required by clause 6, can be dealt with under clause 31—Dispute resolution.

7. Facilitative provisions

Clause 7 amended in accordance with [\[2019\] FWCFB 5145](#) at [50]. Consequential amendment as a result of [PR712204](#).

- 7.1 A facilitative provision provides that the standard approach in an award provision may be departed from by agreement between an employer and an individual employee, or an employer and the majority of employees in the enterprise or part of the enterprise concerned.
- 7.2 Facilitative provisions in this award are contained in the following clauses:

Clause	Provision	Agreement between an employer and:
14.6	Altering spread of hours	The majority of employees
21.5	Make-up time	An individual
23.4	Annual leave in advance	An individual
23.5	Cashing out of annual leave	An individual
28.3	Substitution of public holidays	The majority of employees An individual

Part 2—Types of Employment and Classifications

8. Types of employment

- 8.1 Employees under this award will be employed in one of the following categories:
- (a) full-time;
 - (b) part-time; or
 - (c) casual.
- 8.2 At the time of engagement, an employer will inform each employee whether they are employed on a full-time, part-time or casual basis and the employee's classification.

9. Full-time employees

- 9.1 A full-time employee is engaged to work:
- (a) 38 ordinary hours per week; or
 - (b) an average of 38 ordinary hours per week in accordance with Part 3—Hours of Work.

10. Part-time employees

10.1 A part-time employee is engaged to work:

- (a) less than 38 ordinary hours per week or less than an average of 38 hours per week; or
- (b) for less than the full school year pursuant to clause 12—Leave without pay during non-term weeks,

and has reasonably predictable hours of work.

10.2 A part-time employee will be paid the minimum hourly rate for the relevant classification in clause 17—Minimum rates for each hour worked, and receives, on a pro rata basis, pay and conditions equivalent to those of full-time employees who do the same kind of work.

10.3 At the time of engagement, the employer and the part-time employee will agree in writing on a regular pattern of work specifying the hours worked each day, which days of the week the employee will work, the number of weeks of the school year the employee will work, and the actual starting and finishing times each day.

10.4 The terms of the agreement in clause 10.3 may be varied by agreement between the employer and employee. Any agreed variation to the hours of work will be recorded in writing.

10.5 Reasonable additional hours

An employer may require a part-time employee to work reasonable additional hours in accordance with clause 21.3.

11. Casual employees

A Full Bench has been constituted in [AM2017/51](#) to deal with the issue of overtime for casuals.

Administrative change to clause 11.2(a) by modern awards team.

11.1 A casual employee is an employee who is engaged and paid as a casual employee.

11.2 Casual loading

(a) For each ~~ordinary~~ hour worked, a casual employee must be paid:

- (i) the minimum hourly rate; and
- (ii) a loading of **25%** of the minimum hourly rate,

for the classification in which they are employed.

11.3 A casual employee must be paid at the termination of each engagement, or fortnightly or monthly in accordance with clause 18—Payment of wages.

11.4 Minimum engagement

(a) A casual employee will be engaged and paid for a minimum of ~~two~~2 hours for each engagement.

(b) **Preschool/childcare services employees**

A preschool/childcare services employee working in an out of school hours care program may satisfy the ~~two~~2 hour minimum by working one hour before school and one hour after school on the same day.

11.5 Right to request casual conversion

(a) A person engaged by a particular employer as a regular casual employee may request that their employment be converted to full-time or part-time employment.

(b) A **regular casual employee** is a casual employee who has in the preceding period of 12 months worked a pattern of hours on an ongoing basis which, without significant adjustment, the employee could continue to perform as a full-time employee or part-time employee under the provisions of this award.

(c) A regular casual employee who has worked equivalent full-time hours over the preceding period of 12 months' casual employment may request to have their employment converted to full-time employment.

(d) A regular casual employee who has worked less than equivalent full-time hours over the preceding period of 12 months' casual employment may request to have their employment converted to part-time employment consistent with the pattern of hours previously worked.

(e) Any request under ~~this subclause~~ clause 11.5 must be in writing and provided to the employer.

(f) Where a regular casual employee seeks to convert to full-time or part-time employment, the employer may agree to or refuse the request, but the request may only be refused on reasonable grounds and after there has been consultation with the employee.

(g) Reasonable grounds for refusal include that:

(i) it would require a significant adjustment to the casual employee's hours of work in order for the employee to be engaged as a full-time or part-time employee in accordance with the provisions of this award – that is, the casual employee is not truly a regular casual employee as defined in ~~paragraph~~ clause 11.5(b);

(ii) it is known or reasonably foreseeable that the regular casual employee's position will cease to exist within the next 12 months;

(iii) it is known or reasonably foreseeable that the hours of work which the regular casual employee is required to perform will be significantly reduced in the next 12 months; or

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- (iv) it is known or reasonably foreseeable that there will be a significant change in the days and/or times at which the employee's hours of work are required to be performed in the next 12 months which cannot be accommodated within the days and/or hours during which the employee is available to work.
- (h) For any ground of refusal to be reasonable, it must be based on facts which are known or reasonably foreseeable.
- (i) Where the employer refuses a regular casual employee's request to convert, the employer must provide the casual employee with the employer's reasons for refusal in writing within 21 days of the request being made.
- (j) 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 ~~31.1~~ 31—Dispute resolution. Under that procedure, the employee or the employer may refer the matter to the Fair Work Commission if the dispute cannot be resolved at the workplace level.
- (k) 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~~ 11.5, the employer and employee must discuss and record in writing:
 - (i) the form of employment to which the employee will convert – that is, full-time or part-time employment; and
 - (ii) if it is agreed that the employee will become a part-time employee, the matters referred to in clause 10.3.
- (l) The conversion will take effect from the start of the next pay cycle following such agreement being reached unless otherwise agreed.
- (m) 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.
- (n) 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~~ 11.5.
- (o) Nothing in ~~this clause~~ 11.5 obliges a regular casual employee to convert to full-time or part-time employment, nor permits an employer to require a regular casual employee to so convert.
- (p) Nothing in ~~this clause~~ 11.5 requires an employer to increase the hours of a regular casual employee seeking conversion to full-time or part-time employment.
- (q) An employer must provide a casual employee, whether a regular casual employee or not, with a copy of the provisions of ~~this subclause clause~~ 11.5 within the first 12 months of the employee's first engagement to perform work. In respect of casual employees already employed as at 1 October 2018, an

employer must provide such employees with a copy of the provisions of ~~this subclause~~ clause 11.5 by 1 January 2019.

- (r) A casual employee's right to request to convert is not affected if the employer fails to comply with the notice requirements in ~~paragraph~~ clause 11.5(q).

12. Leave without pay during non-term weeks

12.1 Arrangements

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

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

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

- (a) The formula in clause 12.2(b) may be used to calculate an annual salary for an employee whose contract of employment makes provision, in writing, for leave without pay during non-term weeks.
- (b) The adjusted annual salary for an employee is:

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

Where:

A means the employee's adjusted annual salary

C means the annual salary (as contained in clause 17—Minimum rates) for the employee's classification

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

- (c) For the purpose of calculating any allowance or penalty for an employee, the allowance or penalty will be calculated on the minimum hourly rate applicable before the adjustment provided for in ~~this~~ clause 12.2(b) is applied.

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- (d) An employee may elect, in writing, to be paid only for the time worked (and therefore not during non-term weeks) rather than to be paid an adjusted annual salary as provided in clause 12.2(b).
- (e) Where a person employed as at 1 January 2010 was not employed:
- (i) on a contract which allows for leave without pay during non-term weeks; or
 - (ii) under an award or notional agreement preserving State award (NAPSA) which permits an employee to be required to take leave without pay during non-term weeks (however expressed),
- the employee must not be required to take leave without pay during non-term weeks or have their contract changed as a result of this award coming into operation.
- (f) The making of this award is not intended to prevent other arrangements for staff who are not required to work during non-term weeks to be agreed between the employer and majority of employees in a school.

Example – Adjusted annual salary (full-time employee)

For example: Brad is a full-time employee classified at Level 3.1. The annual rate of pay for a fulltime employee working 52.18 weeks of the school year is \$45,031.

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

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

The formula in clause 7.2(b) is:

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

Calculating the adjusted annual salary:

Step 1: (working weeks + 4 weeks annual leave) = 39.4 + 4 = 43.4

Step 2: 43.4/52.18 = 0.8317

Step 3: \$45,031 x 0.8317 = \$37,452

Adjusted annual salary = **\$37,452.**

13. Classifications

- 13.1 A description of the classifications under this award is set out in Schedule A—Classifications.
- 13.2 All employees must be classified according to the structure set out in Schedule A—Classifications.
- 13.3 An employer must advise an employee in writing of their classification and of any changes to their classification.
- 13.4 Commencement level and progression will be determined in accordance with clause 17.2.

Part 3—Hours of Work

14. Ordinary hours of work—employees other than shiftworkers

- 14.1 Ordinary hours of work for a full-time employee are 38 hours per week, except as otherwise provided by ~~this~~ clause 14.
- 14.2 The ordinary hours of work for a part-time or casual employee will be in accordance with clause 10—Part-time employees and clause 11—Casual employees.
- 14.3 An employee’s ordinary hours of work may be averaged over a period of:
- (a) for a curriculum/resources services employee employed in outdoor education, or a boarding supervision services employee—up to 12 months; and
 - (b) for all other employees—~~two~~2 weeks or ~~four~~4 weeks.

14.4 Boarding supervision services employees

Where a boarding supervision services employee’s hours of work are averaged over a period of 12 months, the employee will be paid the applicable annual rate in clause 17—Minimum rates for all weeks of the year, excluding periods of unpaid leave provided for in this award or the [NES](#), and the following clauses will not apply:

- (a) clause 12—Leave without pay during non-term weeks;
 - (b) clause 14.7—Rostered days off;
 - (c) clause 15—Ordinary hours of work—shiftworkers;
 - (d) clause 21~~22~~—Overtime; and
 - (e) clause 22~~21~~—Penalty rates ~~Overtime~~.
- 14.5 The ordinary hours of work will be worked on no more than ~~five~~5 days in any ~~seven~~7 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:

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- (i) Classroom support services;
 - (ii) Curriculum/resources services;
 - (iii) Wellbeing services;
 - (iv) School administration services; or
 - (v) School operational services—retail employees only.
- (b) On any day from Monday to Friday between 6.00 am and 6.00 pm for school operational services employees in the following groups:
- (i) Construction, plumbing, carpentry, painting and other trades;
 - (ii) Cleaning, maintenance, school facilities management; or
 - (iii) Bus driving/non-trade vehicle maintenance.
- (c) On any day from Monday to Friday between 6.30 am and 6.30 pm for the following employees:
- (i) Preschool/childcare/out of school hours care services; or
 - (ii) Nursing services.
- (d) On any day from Monday to Friday between 6.00 am and 6.00 pm and on Saturday between 6.00 am and 12 noon for gardening, turf maintenance and farming employees.
- (e) On any day from Monday to Saturday between 6.00 am and 6.00 pm for the following employees:
- (i) Curriculum/resources services—outdoor education only; or
 - (ii) Instructional services.
- (f) On any day Monday to Sunday between 6.00 am and 6.00 pm for the following employees:
- (i) Boarding supervision services; or
 - (ii) School operational services—security/caretaking and cooking, catering, housekeeping and laundry services only.
- 14.6** Where a daily span of hours is specified, and there is mutual agreement between the employer and the majority of employees in the particular group in clause 14.5, the starting and finishing times may be varied by up to one hour so long as the total hours remain unchanged.

14.7 Rostered days off

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

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- (a) The employee will work 152 hours over 19 days in each ~~four~~ week period with one rostered day off (RDO) on full pay in each period.
- (b) An employee will accrue 24 minutes for each ~~eight~~ hour day worked to give the employee an entitlement to take rostered days off (RDOs).
- (c) Each day of paid leave taken by an employee but not including:
 - (i) long service leave;
 - (ii) any period of stand-down;
 - (iii) any public holiday; or
 - (iv) any period of absence for which workers compensation payments apply occurring during any cycle of ~~four~~ weeks,will be regarded as a day worked for the purpose of accruing an entitlement under clause 14.7(b).
- (d) Rostered days off will not be regarded as part of the employee's annual leave for any purpose.
- (e) An employee will not be entitled to more than 12 RDOs in any 12 months of consecutive employment.
- (f) An employee who is scheduled to take a RDO before having worked a complete ~~four~~ week cycle will be paid a pro rata amount for the time that the employee has accrued in accordance with clause 14.7(b).
- (g) An employee whose employment is terminated in the course of a ~~four~~ week cycle will be paid a pro rata amount for the time that the employee has accrued in accordance with clause 14.7(b).
- (h) Rostered days off will be determined by mutual agreement between the employer and the employee, having regards to the needs of the place of employment.
- (i) An employee will be advised by the employer at least ~~four~~ weeks in advance of the day on which the employee is to be rostered off duty.

15. Ordinary hours of work—shiftworkers

15.1 Ordinary hours for shiftwork

The definitions for shiftwork are provided in clause 22.1. The ordinary hours for shiftwork will:

- (a) be worked continuously each shift (except for broken shifts and meal breaks);
- (b) not exceed 10 hours, inclusive of a meal break in any single shift; and
- (c) be rostered in accordance with clause 15.2.

15.2 Rostering

- (a) For employees working to a roster, a roster showing normal starting and finishing times and the name of each employee will be prepared by the employer and will be displayed in a place conveniently accessible to the employees at least ~~seven~~7 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 22—Penalty rates.
- (c) **Altering the roster**
- (i) A roster may be altered by mutual consent at any time or by amendment of the roster by the employer on ~~seven~~7 days' notice.
- (ii) Notwithstanding clause 15.2(c)(i) a roster may be altered at any time to enable the functions of the employer to be carried out where another employee is absent from work due to illness or in an emergency. In such circumstances, unless agreed between the employer and the employee, an employee must be given 48 hours' notice of a change to a rostered shift. If 48 hours' notice is not provided, the employee will be entitled to be paid **150%** of the minimum hourly rate instead of any other penalty that may apply.
- (iii) Where the alteration requires an employee to work on a day which would otherwise have been the employee's day off, the day off instead will be arranged by mutual consent.
- (d) **Broken shifts**
- (i) An employee may be rostered to work ordinary hours in a **broken shift** which is defined as a shift that is rostered in ~~two~~2 periods of duty, exclusive of breaks, per day.
- (ii) Where an employee (other than a casual employee) is rostered to work a broken shift, the employee will be paid in accordance with the appropriate penalty in clause 22.4 with a minimum payment as for ~~two~~2 hours for each period of duty.

Example – Broken shift (part-time employee)

For example:	Janet is a part-time employee classified at Level 3.1. Her hourly rate of pay is \$22.71. Janet starts work at 7.00 am Thursday and finishes work at 9.00 am on Thursday. She recommences work at 2.00 pm on Thursday and works until 6.00 pm on Thursday. Janet will: <ul style="list-style-type: none">• Work 6 hours of ordinary time• Work a broken shift.
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Calculating the ordinary time pay including the broken shift penalty:

Multiply the hourly rate of pay by the broken shift penalty and by the number of ordinary hours worked = $\$22.71 \times 115\% \times 6 = (\$26.12) \times 6 = \$156.70$

Janet is paid a total of **\$156.70** for Thursday.

NOTE: Calculations in this example are based on the rounded hourly rates in Schedule B—Summary of Hourly Rates of Pay.

16. Breaks

16.1 Unpaid meal breaks

An employee will be entitled to an unpaid meal break of 30 minutes no later than ~~five~~⁵ hours after starting work.

16.2 Paid rest breaks

(a) At a time suitable to the employer, an employee is entitled to a rest break of 10 minutes, which will be counted as time worked, for each period of ~~three~~³ hours worked, with a maximum of ~~two~~² rest breaks per shift. The employer and an employee may agree to one rest break of 20 minutes in place of the two 10 minute rest breaks.

(b) Classroom support services employee

Notwithstanding clause 16.2(a), an employee in classroom support services is entitled to one rest break of 20 minutes, which will be counted as time worked.

16.3 Breaks between periods of duty

(a) Length of the rest period

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

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

The following conditions apply to an employee, who on the instructions of the employer, resumes or continues work without having had 10 consecutive hours off duty in accordance with clause 16.3(a):

- (i) the employee is entitled to be absent from duty without loss of pay until a 10-hour break has been taken; or
- (ii) the employee is entitled to be paid **200%** of the minimum hourly rate until released from duty.

(c) The entitlements in clauses 16.3(a) and (b) do not apply to:

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- (i) a boarding supervision services employee, where the periods of duty are concurrent with a sleepover;
- (ii) an employee who is provided with accommodation on the employer’s premises or in the vicinity of the employer’s premises;
- (iii) an employee who is attending a school camp or excursion; or
- (iv) an employee working a broken shift.

Part 4—Wages and Allowances

17. Minimum rates

Monetary amounts adjusted as a result of AWR 2019 – changes not tracked.
 Minimum rates table amended in accordance with [\[2019\] FWCFB 5409](#) at [114].

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

Employee classification level	Annual salary ¹	Minimum weekly rate <u>(full-time employee)</u>	Minimum hourly rate
	\$	\$	\$
Level 1			
1.1	39,766.00	762.10	20.06
1.2	41,290.00	791.30	20.82
1.3	42,798.00	820.20	21.58
Level 2			
2.1	43,132.00	826.60	21.75
2.2	44,478.00	852.40	22.43
Level 3			
3.1	45,031.00	863.00	22.71
3.2	45,840.00	878.50	23.12
Level 4			
4.1	47,536.00	911.00	23.97
4.2	49,921.00	956.70	25.18
Level 5			
5.1	51,538.00	987.70	25.99
5.2	54,006.00	1035.00	27.24

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Employee classification level	Annual salary ¹	Minimum weekly rate (full-time employee)	Minimum hourly rate
	\$	\$	\$
Level 6			
6.1	55,942.00	1072.10	28.21
6.2	59,757.00	1145.20	30.14
Level 7			
7.1	61,505.00	1178.70	31.02
7.2	63,477.00	1216.50	32.01
7.3	65,439.00	1254.10	33.00
Level 8	71,267.00	1365.80	35.94

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

See Schedule B—Summary of Hourly Rates of Pay for a summary of hourly rates of pay including overtime and penalties.

17.2 Commencement level and progression

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

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

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Classification	Commencement level
Wellbeing services grade 1 School administration services grade 2 School operational services grade 2	
Classroom support services grade 3 Curriculum/resources services grade 2 Preschool/childcare services grade 3 Boarding supervision services grade 2 School administration services grade 3 School operational services grade 3	Level 3.1
Curriculum/resources services grade 3 Preschool/childcare services grade 3A Boarding supervision services grade 3 Wellbeing services grade 2 School administration services grade 4 School operational services grade 4	Level 4.1
Instructional services grade 1	Level 4.2
Curriculum/resources services grade 4 Preschool/childcare services grade 4 Boarding supervision services grade 4 School administration services grade 5 School operational services grade 5 Instructional services grade 2	Level 5.1
Preschool/childcare services grade 5 Instructional services grade 3 Wellbeing services grade 3 Nursing services grade 1 School administration services grade 6 School operational services grade 6	Level 6.1
Wellbeing services grade 4 Nursing services grade 2 School administration services grade 7	Level 7.1
Preschool/childcare services grade 6 (1–39 places)	Level 7.2
Preschool/childcare services grade 6 (40–59 places)	Level 7.3

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Classification	Commencement level
Nursing services grade 3	Level 8
Preschool/childcare services grade 6 (60 or more places)	
Wellbeing services grade 5	
School administration services grade 8	

17.3 Junior employee **rates**

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

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

17.4 Apprentice minimum **rates wages**

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

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

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

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

Year of apprenticeship	Have not completed Year 12	Have completed Year 12
	% of the Level 3.1 rate	
Third year	75	75
Fourth year	90	90

(d) Adult apprentice rates

The rate of pay for an adult apprentice will be the rate prescribed for the lowest classification in clause 17.1, or the relevant rate prescribed in clause 17.4(b) or 17.4(c), whichever is the greater.

(e) A person employed by an employer under this award immediately prior to entering into a training agreement as an adult apprentice with that employer must not suffer a reduction in their minimum wage by virtue of entering into the training agreement, provided that:

- (i)** the person has been an employee in that enterprise for at least ~~six~~ months as a full-time employee; or
- (ii)** twelve months as a part-time or regular and systematic casual employee immediately prior to commencing the apprenticeship.

(f) For the purpose only of fixing a minimum wage, the adult apprentice must continue to receive the minimum wage that applies to the classification specified in clause 17.1 in which the adult apprentice was engaged immediately prior to entering into the training agreement.

17.5 Higher duties

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

(b) Employees other than school operational services employees

An employee (other than a school operational service employee) who performs duties for more than ~~five~~5 days that constitute the whole or substantially the whole type of duties which would attract the higher classification, will be paid the rate of pay applicable to the higher classification for the whole period during which the duties are performed.

(c) School operational services employees

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

17.6 Supported wage system

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

17.7 National training wage

- (a) Schedule E to the *Miscellaneous Award 20~~10~~XX* sets out minimum wage rates and conditions for employees undertaking traineeships.
- (b) This award incorporates the terms of Schedule E to the *Miscellaneous Award 20~~10~~XX* as at ~~1 July 2018~~ 1 July 2019. Provided that any reference to “this award” in Schedule E to the *Miscellaneous Award 20~~10~~XX* is to be read as referring to the *Educational Services (Schools) General Staff Award 20~~10~~XX* and not the *Miscellaneous Award 20~~10~~XX*.

18. Payment of wages

Payment four weekly and/or monthly with provision for payment half in advance and half in arrears is being considered in matter [AM2016/8](#).

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

18.1 Wages will be paid:

- (a) once each fortnight; or
- (b) once every ~~four~~4 weeks at the end of the first fortnight including payment for ~~two~~2 weeks in arrears and ~~two~~2 weeks in advance; or
- (c) once every month with payment being made as nearly as possible on the middle of each month including one half month in arrears and one half month in advance.

18.2 An employer may elect to pay wages and allowances by cash, cheque or electronic funds transfer (EFT). Where wages are paid by EFT, the employee has the right to nominate the financial institution and the account.

18.3 Where an employee is being paid on a fortnightly basis on 1 January 2010, that employee will not have the basis of their payment changed as a result of the award coming into force.

18.4 Payment on termination of employment

- (a) The employer must pay an employee no later than 7 days after the day on which the employee’s employment terminates:
 - (i) the employee’s wages under this award for any complete or incomplete pay period up to the end of the day of termination; and

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- (ii) all other amounts that are due to the employee under this award and the [NES](#).
- (b) The requirement to pay wages and other amounts under ~~paragraph (a) clause 18.4(a)~~ is subject to further order of the Commission and the employer making deductions authorised by this award or the [Act](#).

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

NOTE 2: ~~Paragraph (b) Clause 18.4(b)~~ allows the Commission to make an order delaying the requirement to make a payment under ~~this clause 18.4~~. For example, the Commission could make an order delaying the requirement to pay redundancy pay if an employer makes an application under section 120 of the [Act](#) for the Commission to reduce the amount of redundancy pay an employee is entitled to under the [NES](#).

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

19. Allowances

Note inserted in accordance with [\[2015\] FWCFB 4658](#) at [57].

Monetary amounts in this clause adjusted as a result of AWR 2019 – changes not tracked.

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

19.1 Employers must pay to an employee the allowances the employee is entitled to under ~~this clause 19~~. See Schedule C—Summary of Monetary Allowances for a summary of monetary allowances and method of adjustment.

19.2 Wage-related allowances

(a) First aid allowance

(i) Application

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

- \$ 743.01 per annum; or
- \$ 3.10 per day.

(ii) Excluded employees

This allowance does not apply to:

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

(b) Sleepover allowance

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

- (i)** the employee will be paid **\$49.53** per sleepover, which is defined as sleeping in at night to undertake duty of care requirements and to be on-call for emergencies;
- (ii)** where the employee is required by the employer to perform work during a sleepover, the employee will be paid **150%** of the minimum hourly rate for the time worked with a minimum payment as for 30 minutes;
- (iii)** any time worked under clause 19.2(b)(ii) will not be taken into account for the purposes of clause 9—Full-time employees, clause 10—Part-time employees, clause 11—Casual employees and clause 14—Ordinary hours of work;
- (iv)** the payments in clauses 19.2(b)(i) and (ii) will not extend beyond the period of the sleepover; and
- (v)** the employee will be provided with suitable accommodation, including reasonably convenient bathroom facilities, at no cost to the employee.

(vi) Exception

Where an employee is provided with reasonable accommodation, including living quarters, fuel and light, available to the employee for their exclusive use, the employee is not entitled to the sleepover allowance in clause 19.2(b).

(c) On-call and recall allowance

(i) On-call allowance

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

(ii) **Recall allowance**

An employee recalled to duty at the workplace will be paid a minimum of ~~two~~ 2 hours at the appropriate overtime rate where that duty is not continuous with their ordinary hours of duty.

(iii) **Exception**

The on-call and recall allowances do not apply to:

- an employee paid a sleepover allowance in accordance with clause 19.2(b); or
- an employee provided with reasonable accommodation, including living quarters, fuel and light, and available to the employee for their exclusive use at no cost to the employee.

19.3 Expense-related allowances

(a) **Meal allowance**

- (i) Where the employer requires an employee to work more than ~~two~~ 2 hours overtime after a period of work of at least 7.6 hours, the employer will provide the employee with a meal.
- (ii) If it is not possible to provide the employee with a meal, the employer will pay a meal allowance of **\$15.94** per occasion to the employee.
- (iii) The employer is not required to provide a meal or pay the allowance to an employee who could reasonably return home for a meal.
- (iv) A boarding supervision services employee, who is required by the employer to be on duty during meal times, is entitled to the meal provided to the school's boarding students.

(b) **Tool allowance**

Where an employer does not provide all tools necessary for a tradesperson to perform their work, a tradesperson will be paid **\$15.29** per week (except for a carpenter or joiner who must be paid **\$28.94** per week) extra for supplying and maintaining tools ordinarily required in the performance of their work as a tradesperson. An apprentice will receive the relevant percentage in clause 17.4~~17.3~~ ~~Apprentice minimum wages~~ of this allowance.

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

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

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- provide a uniform or protective clothing allowance of **\$1.20** per day up to a maximum of **\$6.00** per week and a laundry allowance of **\$0.30** per day up to a maximum of **\$1.50** per week; or
 - reimburse the employee for the purchase price of the uniform or protective clothing and provide a laundry allowance of **\$0.30** per day up to a maximum of **\$1.50** per week, if the employer does not launder the items.
- (ii) Where an employee is required to work in the rain they will be supplied with adequate rainproof clothing.
- (d) Vehicle allowance**
- (i) An employee required by the employer to use the employee’s motor vehicle in the performance of duties must be paid the following allowances:
- Motor car—**\$0.78** per kilometre with a maximum payment as for 400 kilometres per week.
 - Motorcycle—**\$0.26** per kilometre with a maximum payment as for 400 kilometres per week.
- (ii) Where an employer provides a motor vehicle which is used by an employee in the performance of the employee’s duties, the employer must pay all expenses including registration, running and maintenance.
- (e) Caretakers’ accommodation**
- (i) An employee who is employed as a caretaker and who is required by the employer to reside in premises provided by the employer, will be provided with living quarters, fuel and light at no cost to the employee.
- (ii) The on-call and recall allowances in clause 19.2(c) do not apply to a caretaker provided with accommodation.

See Schedule C—Summary of Monetary Allowances for a summary of monetary allowances and method of adjustment.

20. Superannuation

20.1 Superannuation legislation

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

- (b) The rights and obligations in these clauses supplement those in superannuation legislation.

20.2 Employer contributions

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

20.3 Voluntary employee contributions

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

20.4 Superannuation fund

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

- (a) NGS Super;
- (b) Australian Catholic Superannuation and Retirement Fund (ACSRF);
- (c) Catholic Super (CSF);
- (d) Combined Fund;
- (e) The Victorian Independent Schools Superannuation Fund;
- (f) HESTA Super Fund;
- (g) CareSuper;
- (h) AustralianSuper;
- (i) Tasplan;
- (j) Sunsuper;

- (k) Queensland Independent Education and Care Superannuation Trust;
- (l) AMP Superannuation Savings Trust;
- (m) Concept One Superannuation;
- (n) Lutheran Super;
- (o) Christian Super;
- (p) any superannuation fund to which the employer was making superannuation contributions for the benefit of its employees before 12 September 2008, provided the superannuation fund is an eligible choice fund and is a fund that offers a MySuper product or is an exempt public sector superannuation scheme; or
- (q) a superannuation fund or scheme of which the employee is a defined benefit member.

Part 5—Overtime and Penalty Rates

21. Overtime

A Full Bench has been constituted in [AM2017/51](#) to deal with the issue of overtime for casuals.

21.1 Definition of overtime

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

21.2 Overtime rates

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

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

¹ A nursing services employee rostered to work overtime on a Saturday or Sunday will be paid **150%** of the minimum hourly for all time worked.

- (b) Overtime will be calculated daily.

21.3 Reasonable additional hours—part-time employees

- (a) An employer may require a part-time employee to work reasonable additional hours in accordance with clause 21.3.
- (b) The employee will be paid for all additional hours at the applicable casual hourly rate for all hours worked that:
 - (i) fall within the applicable daily spread of hours in clause 14.5;
 - (ii) do not result in the employee working more than ~~eight~~8 hours on that day; and
 - (iii) do not result in an employee whose hours are averaged, to work more than the allowed maximum weekly ordinary hours during the averaging period.
- (c) The employee will be paid for all additional hours at the applicable overtime rate in clause 21—Overtime for all hours worked that:
 - (i) Are outside the applicable daily spread of hours in clause 14.5; and
 - (ii) result in the employee working more than ~~eight~~8 hours on that day, or
 - (iii) result in an employee whose hours are averaged, to work more than the allowed maximum weekly ordinary hours during the averaging period.
- (d) Where additional hours are worked on a day the employee is already attending for work, the minimum casual engagement of ~~two~~2 hours will not apply.
- (e) Additional hours worked by a part-time employee in accordance with clause 21.3 do not accrue leave entitlements under this award or the [NES](#).

21.4 Time off instead of payment for overtime

- (a) An employee and employer may agree in writing to the employee taking time off instead of being paid for a particular amount of overtime that has been worked by the employee.
- (b) Any amount of overtime that has been worked by an employee in a particular pay period and that is to be taken as time off instead of the employee being paid for it must be the subject of a separate agreement under clause 21.4.
- (c) An agreement must state each of the following:
 - (i) the number of overtime hours to which it applies and when those hours were worked;
 - (ii) that the employer and employee agree that the employee may take time off instead of being paid for the overtime;
 - (iii) that, if the employee requests at any time, the employer must pay the employee, for overtime covered by the agreement but not taken as time off, at the overtime rate applicable to the overtime when worked;

- (iv) that any payment mentioned in clause 21.4(c) must be made in the next pay period following the request.

NOTE: An example of the type of agreement required by clause 21.4 is set out at Schedule F—Agreement for Time Off Instead of Payment for Overtime. There is no requirement to use the form of agreement set out at Schedule F—Agreement for Time Off Instead of Payment for Overtime. An agreement under clause 21.4 can also be made by an exchange of emails between the employee and employer, or by other electronic means.

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

EXAMPLE: By making an agreement under clause 21.4 an employee who worked 2 overtime hours is entitled to 2 hours' time off.

- (e) Time off must be taken:
 - (i) within the period of 6 months after the overtime is worked; and
 - (ii) at a time or times within that period of 6 months agreed by the employee and employer.
- (f) If the employee requests at any time, to be paid for overtime covered by an agreement under clause 21.4 but not taken as time off, the employer must pay the employee for the overtime, in the next pay period following the request, at the overtime rate applicable to the overtime when worked.
- (g) If time off for overtime that has been worked is not taken within the period of 6 months mentioned in clause 21.4(e), the employer must pay the employee for the overtime, in the next pay period following those 6 months, at the overtime rate applicable to the overtime when worked.
- (h) The employer must keep a copy of any agreement under clause 21.4 as an employee record.
- (i) An employer must not exert undue influence or undue pressure on an employee in relation to a decision by the employee to make, or not make, an agreement to take time off instead of payment for overtime.
- (j) An employee may, under section 65 of the [Act](#), request to take time off, at a time or times specified in the request or to be subsequently agreed by the employer and the employee, instead of being paid for overtime worked by the employee. If the employer agrees to the request then clause 21.4 will apply, including the requirement for separate written agreements under clause 21.4(b) for overtime that has been worked.

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

- (k) If, on the termination of the employee's employment, time off for overtime worked by the employee to which clause 21.4 applies has not been taken, the

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employer must pay the employee for the overtime at the overtime rate applicable to the overtime when worked.

NOTE: Under section 345(1) of the [Act](#), a person must not knowingly or recklessly make a false or misleading representation about the workplace rights of another person under clause 21.4.

21.5 Make-up time

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

22. Penalty rates

Definition of 'night shift' is being reviewed. See [\[2019\] FWCFB 6935](#)

22.1 Definitions

The following shift definitions apply:

- (a) **day shift** is a shift which starts and finishes wholly within the spread of ordinary hours identified in clause 14.5;
- (b) **afternoon shift** is a shift which is not a day shift and which finishes after the ordinary hours identified in clause 14.5, and at or before midnight;
- (c) **night shift** is a shift which is not a day shift and which finishes after midnight and at or before 6.00 am.

22.2 Payment for shiftwork

- (a) An employee working an afternoon shift or night shift will be paid **115%** of the minimum hourly rate.
- (b) An employee working a permanent night shift will be paid **130%** of the minimum hourly rate.

22.3 Saturday and Sunday work

- (a) An employee other than an employee covered by clause 22.3(b) required to work ordinary hours on a Saturday or Sunday will be paid the following:
 - (i) **150%** of the minimum hourly rate for ordinary hours worked on a Saturday; and
 - (ii) **200%** of the minimum hourly rate for ordinary hours worked on a Sunday.

(b) Exception

A school operational services employee in the cooking/catering group, or a boarding supervision services employee who is not working averaged hours in

accordance with the provisions of clause 14.3, rostered to work ordinary hours will be paid the following:

- (i) **125%** of the minimum hourly rate for ordinary hours worked on a Saturday; and
- (ii) **175%** of the minimum hourly rate for ordinary hours worked on a Sunday.

22.4 Broken shifts

- (a) An employee, other than a casual employee, rostered to work ordinary hours in a broken shift will be paid **115%** of the minimum hourly rate with a minimum payment as for ~~two~~**2** hours for each period of duty.
- (b) The broken shift penalty under clause 22.4(a) is in addition to any other applicable penalty under clause 22.2—Payment for shiftwork, clause 22.3—Saturday and Sunday work and clause 21—Overtime.
- (c) The maximum spread between the start of the first period of duty and the end of the second period of duty for a broken shift is 12 hours. Any hours in excess of this 12 hour spread will be paid for as overtime.
- (d) The provisions of clause 22.4(c) do not apply to a boarding supervision services employee who is provided with reasonable accommodation including living quarters, fuel and light, and available to the employee for their exclusive use for 52 weeks of the year, at no cost to the employee.

22.5 The penalty rates within clause 22.2—Payment for shiftwork, relating to afternoon and evening shifts, and clause 22.3—Saturday and Sunday work and in clause 21—Overtime are not cumulative. Where an employee is entitled to more than one penalty or overtime rate, the employee will be entitled to the highest single penalty rate.

Part 6—Leave and Public Holidays

23. Annual leave

23.1 Annual leave is provided for in the [NES](#). ~~This clause~~ clause 23_ supplements the [NES](#) provisions.

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

23.3 Payment for annual leave

Annual leave loading remains outstanding with further decision to be issued – see [\[2019\] FWCFB 5409](#) at [153].

- (a) During a period of annual leave, an employee will receive a loading calculated on the rate of wage prescribed in clause 17—Minimum rates of this award. Annual leave loading is payable on leave accrued on the following bases:

(i) **Day workers**

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

(ii) **Shiftworkers**

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

(b) **Exception**

An employer may, at its election, pay:

- (i) annual leave loading to the employee with each salary payment throughout the school year by increasing the annual rate of pay as at the commencement of the school year, or as subsequently varied, by **1.342%**. Where an employer elects to pay annual leave loading with each salary payment throughout the school year, the employer must advise the employee in writing; or
- (ii) annual leave loading in respect of the school year to the employee with the first salary payment in December of that school year at the rate of pay applicable on 1 December of that school year.

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

23.4 Annual leave in advance

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

NOTE: An example of the type of agreement required by clause 23.4 is set out at Schedule G—Agreement to Take Annual Leave in Advance. There is no requirement to use the form of agreement set out at Schedule G—Agreement to Take Annual Leave in Advance.

- (c) The employer must keep a copy of any agreement under clause 23.4 as an employee record.
- (d) If, on the termination of the employee's employment, the employee has not accrued an entitlement to all of a period of paid annual leave already taken in accordance with an agreement under clause 23.4, the employer may deduct from any money due to the employee on termination an amount equal to the amount that was paid to the employee in respect of any part of the period of annual leave taken in advance to which an entitlement has not been accrued.

23.5 Cashing out of annual leave

- (a) Paid annual leave must not be cashed out except in accordance with an agreement under clause 23.5.
- (b) Each cashing out of a particular amount of paid annual leave must be the subject of a separate agreement under clause 23.5.
- (c) An employer and an employee may agree in writing to the cashing out of a particular amount of accrued paid annual leave by the employee.
- (d) An agreement under clause 23.5 must state:
 - (i) the amount of leave to be cashed out and the payment to be made to the employee for it; and
 - (ii) the date on which the payment is to be made.
- (e) An agreement under clause 23.5 must be signed by the employer and employee and, if the employee is under 18 years of age, by the employee's parent or guardian.
- (f) The payment must not be less than the amount that would have been payable had the employee taken the leave at the time the payment is made.
- (g) An agreement must not result in the employee's remaining accrued entitlement to paid annual leave being less than 4 weeks.
- (h) The maximum amount of accrued paid annual leave that may be cashed out in any period of 12 months is 2 weeks.
- (i) The employer must keep a copy of any agreement under clause 23.5 as an employee record.

NOTE 1: Under section 344 of the [Act](#), an employer must not exert undue influence or undue pressure on an employee to make, or not make, an agreement under clause 23.5.

NOTE 2: Under section 345(1) of the [Act](#), a person must not knowingly or recklessly make a false or misleading representation about the workplace rights of another person under clause 23.5.

NOTE 2: An example of the type of agreement required by clause 23.5 is set out at Schedule H—Agreement to Cash Out Annual Leave. There is no requirement to use the form of agreement set out at Schedule H—Agreement to Cash Out Annual Leave.

23.6 Excessive leave accruals: general provision

NOTE: Clauses 23.6 to 23.8 contain provisions, additional to the [NES](#), about the taking of paid annual leave as a way of dealing with the accrual of excessive paid annual leave. See Part 2.2, Division 6 of the [Act](#).

- (a) An employee has an **excessive leave accrual** if the employee has accrued more than 8 weeks' paid annual leave.
- (b) If an employee has an excessive leave accrual, the employer or the employee may seek to confer with the other and genuinely try to reach agreement on how to reduce or eliminate the excessive leave accrual.
- (c) Clause 23.7 sets out how an employer may direct an employee who has an excessive leave accrual to take paid annual leave.
- (d) Clause 23.8 sets out how an employee who has an excessive leave accrual may require an employer to grant paid annual leave requested by the employee.

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

- (a) If an employer has genuinely tried to reach agreement with an employee under clause 23.6(b) but agreement is not reached (including because the employee refuses to confer), the employer may direct the employee in writing to take one or more periods of paid annual leave.
- (b) However, a direction by the employer under ~~paragraph~~ clause 23.7(a):
 - (i) is of no effect if it would result at any time in the employee's remaining accrued entitlement to paid annual leave being less than 6 weeks when any other paid annual leave arrangements (whether made under clause 23.6, 23.7 or 23.8 or otherwise agreed by the employer and employee) are taken into account; and
 - (ii) must not require the employee to take any period of paid annual leave of less than one week; and
 - (iii) must not require the employee to take a period of paid annual leave beginning less than 8 weeks, or more than 12 months, after the direction is given; and
 - (iv) must not be inconsistent with any leave arrangement agreed by the employer and employee.

- (c) The employee must take paid annual leave in accordance with a direction under ~~paragraph clause~~ 23.7(a) that is in effect.
- (d) An employee to whom a direction has been given under ~~paragraph clause~~ 23.7(a) may request to take a period of paid annual leave as if the direction had not been given.

NOTE 1: Paid annual leave arising from a request mentioned in ~~paragraph clause~~ 23.7(d) may result in the direction ceasing to have effect. See clause 23.7(b)(i).

NOTE 2: Under section 88(2) of the [Act](#), the employer must not unreasonably refuse to agree to a request by the employee to take paid annual leave.

23.8 Excessive leave accruals: request by employee for leave

- (a) If an employee has genuinely tried to reach agreement with an employer under clause 23.6(b) but agreement is not reached (including because the employer refuses to confer), the employee may give a written notice to the employer requesting to take one or more periods of paid annual leave.
- (b) However, an employee may only give a notice to the employer under ~~paragraph clause~~ 23.8(a) if:
 - (i) the employee has had an excessive leave accrual for more than 6 months at the time of giving the notice; and
 - (ii) the employee has not been given a direction under clause 23.7(a) that, when any other paid annual leave arrangements (whether made under clause 23.6, 23.7 or 23.8 or otherwise agreed by the employer and employee) are taken into account, would eliminate the employee's excessive leave accrual.
- (c) A notice given by an employee under ~~paragraph clause~~ 23.8(a) must not:
 - (i) if granted, result in the employee's remaining accrued entitlement to paid annual leave being at any time less than 6 weeks when any other paid annual leave arrangements (whether made under clause 23.6, 23.7 or 23.8 or otherwise agreed by the employer and employee) are taken into account; or
 - (ii) provide for the employee to take any period of paid annual leave of less than one week; or
 - (iii) provide for the employee to take a period of paid annual leave beginning less than 8 weeks, or more than 12 months, after the notice is given; or
 - (iv) be inconsistent with any leave arrangement agreed by the employer and employee.
- (d) An employee is not entitled to request by a notice under ~~paragraph clause~~ 23.8(a) more than 4 weeks' paid annual leave in any period of 12 months.
- (e) The employer must grant paid annual leave requested by a notice under ~~paragraph clause~~ 23.8(a).

24. Personal/carer’s leave and compassionate leave

Personal/carer’s leave and compassionate leave are provided for in the [NES](#).

25. Parental leave and related entitlements

Parental leave and related entitlements are provided for in the [NES](#).

26. Community service leave

Community service leave is provided for in the [NES](#).

27. Unpaid family and domestic violence leave

Clause 27 inserted in accordance with [\[2019\] FWCFB 5144](#) at [13].

Unpaid family and domestic violence leave is provided for in the NES.

NOTE 1: Information concerning an employee’s experience of family and domestic violence is sensitive and if mishandled can have adverse consequences for the employee. Employers should consult with such employees regarding the handling of this information.

NOTE 2: Depending upon the circumstances, evidence that would satisfy a reasonable person of the employee’s need to take family and domestic violence leave may include a document issued by the police service, a court or family violence support service, or a statutory declaration.

28. Public holidays

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

Clause 28 amended in accordance with [\[2019\] FWCFB 5145](#) at [50] and [PR712204](#).

28.1 Public holiday entitlements are provided for in the [NES](#).

28.2 Payment for work on a public holiday

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

28.3 Substitution of public holidays

~~(a) By agreement between the employer and the majority of employees, an alternative day may be taken as a public holiday instead of any of the days specified by the NES. The agreement will be recorded in writing and made available to every affected employee.~~

- ~~(b) Where substitution is agreed, the substituted day will be the public holiday for all purposes of this award.~~
- (a) An employer and employee may agree to substitute another day for a day that would otherwise be a public holiday under the NES.
- (b) An employer and employee may agree to substitute another part-day for a part-day that would otherwise be a part-day public holiday under the NES.

28.4 Part-day public holidays

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

Part 7—Consultation and Dispute Resolution

29. Consultation about major workplace change

- 29.1 If an employer makes a definite decision to make major changes in production, program, organisation, structure or technology that are likely to have significant effects on employees, the employer must:
- (a) give notice of the changes to all employees who may be affected by them and their representatives (if any); and
 - (b) discuss with affected employees and their representatives (if any):
 - (i) the introduction of the changes; and
 - (ii) their likely effect on employees; and
 - (iii) measures to avoid or reduce the adverse effects of the changes on employees; and
 - (c) commence discussions as soon as practicable after a definite decision has been made.
- 29.2 For the purposes of the discussion under clause 29.1(b), the employer must give in writing to the affected employees and their representatives (if any) all relevant information about the changes including:
- (a) their nature; and
 - (b) their expected effect on employees; and
 - (c) any other matters likely to affect employees.
- 29.3 Clause 29.2 does not require an employer to disclose any confidential information if its disclosure would be contrary to the employer's interests.
- 29.4 The employer must promptly consider any matters raised by the employees or their representatives about the changes in the course of the discussion under clause 29.1(b).

- 29.5** In clause 29 **significant effects**, on employees, includes any of the following:
- (a) termination of employment; or
 - (b) major changes in the composition, operation or size of the employer's workforce or in the skills required; or
 - (c) loss of, or reduction in, job or promotion opportunities; or
 - (d) loss of, or reduction in, job tenure; or
 - (e) alteration of hours of work; or
 - (f) the need for employees to be retrained or transferred to other work or locations; or
 - (g) job restructuring.

29.6 Where this award makes provision for alteration of any of the matters defined at clause 29.5, such alteration is taken not to have significant effect.

30. Consultation about changes to rosters or hours of work

30.1 Clause 30 applies if an employer proposes to change the regular roster or ordinary hours of work of an employee, other than an employee whose working hours are irregular, sporadic or unpredictable.

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

30.3 For the purpose of the consultation, the employer must:

- (a) provide to the employees and representatives mentioned in clause 30.2 information about the proposed change (for example, information about the nature of the change and when it is to begin); and
- (b) invite the employees to give their views about the impact of the proposed change on them (including any impact on their family or caring responsibilities) and also invite their representative (if any) to give their views about that impact.

30.4 The employer must consider any views given under clause 30.3(b).

30.5 Clause 30 is to be read in conjunction with any other provisions of this award concerning the scheduling of work or the giving of notice.

31. Dispute resolution

31.1 Clause 31 sets out the procedures to be followed if a dispute arises about a matter under this award or in relation to the [NES](#).

- 31.2** The parties to the dispute must first try to resolve the dispute at the workplace through discussion between the employee or employees concerned and the relevant supervisor.
- 31.3** If the dispute is not resolved through discussion as mentioned in clause 31.2, the parties to the dispute must then try to resolve it in a timely manner at the workplace through discussion between the employee or employees concerned and more senior levels of management, as appropriate.
- 31.4** If the dispute is unable to be resolved at the workplace and all appropriate steps have been taken under clauses 31.2 and 31.3, a party to the dispute may refer it to the Fair Work Commission.
- 31.5** The parties may agree on the process to be followed by the Fair Work Commission in dealing with the dispute, including mediation, conciliation and consent arbitration.
- 31.6** If the dispute remains unresolved, the Fair Work Commission may use any method of dispute resolution that it is permitted by the [Act](#) to use and that it considers appropriate for resolving the dispute.
- 31.7** A party to the dispute may appoint a person, organisation or association to support and/or represent them in any discussion or process under clause 31.
- 31.8** While procedures are being followed under clause 31 in relation to a dispute:
- (a) work must continue in accordance with this award and the [Act](#); and
 - (b) an employee must not unreasonably fail to comply with any direction given by the employer about performing work, whether at the same or another workplace, that is safe and appropriate for the employee to perform.
- 31.9** Clause 31.8 is subject to any applicable work health and safety legislation.

Part 8—Termination of Employment and Redundancy

32. Termination of employment

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

32.1 Notice of termination by an employee

- (a) Clause 32.1 applies to all employees except those identified in sections 123(1) and 123(3) of the [Act](#).
- (b) An employee must give the employer notice of termination in accordance with **Table 1—Period of notice** of at least the period specified in column 2 according to the period of continuous service of the employee specified in column 1.

Table 1—Period of notice

Column 1 Employee’s period of continuous service with the employer at the end of the day the notice is given	Column 2 Period of notice
Not more than 1 year	1 week
More than 1 year but not more than 3 years	2 weeks
More than 3 years but not more than 5 years	3 weeks
More than 5 years	4 weeks

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

- (c) In clause 32.1(b) **continuous service** has the same meaning as in section 117 of the [Act](#).
- (d) If an employee who is at least 18 years old does not give the period of notice required under clause 32.1(b), then the employer may deduct from wages due to the employee under this award an amount that is no more than one week’s wages for the employee.
- (e) If the employer has agreed to a shorter period of notice than that required under clause 32.1(b), then no deduction can be made under clause 32.1(d).
- (f) Any deduction made under clause 32.1(d) must not be unreasonable in the circumstances.

32.2 Job search entitlement

- (a) Where an employer has given notice of termination to an employee, the employee must be allowed time off without loss of pay of up to one day for the purpose of seeking other employment.
- (b) The time off under clause 32.2 is to be taken at times that are convenient to the employee after consultation with the employer.

33. Redundancy

Clause 33 substituted in accordance with [\[2019\] FWCFB 2548](#) at [6] and [PR706945](#).

NOTE: Redundancy pay is provided for in the NES. See sections 119 to 123 of the Act.

33.1 Transfer to lower paid duties on redundancy

- (a) Clause 33.1 applies if, because of redundancy, an employee is transferred to new duties to which a lower ordinary rate of pay applies.
- (b) The employer may:

- (i) give the employee notice of the transfer of at least the same length as the employee would be entitled to under section 117 of the Act as if it were a notice of termination given by the employer; or
- (ii) transfer the employee to the new duties without giving notice of transfer or before the expiry of a notice of transfer, provided that the employer pays the employee as set out in clause 33.1(c).
- (c) If the employer acts as mentioned in clause 33.1(b)(ii), the employee is entitled to a payment of an amount equal to the difference between the ordinary rate of pay of the employee (inclusive of all-purpose allowances, shift rates and penalty rates applicable to ordinary hours) for the hours of work the employee would have worked in the first role, and the ordinary rate of pay (also inclusive of all-purpose allowances, shift rates and penalty rates applicable to ordinary hours) of the employee in the second role for the period for which notice was not given.

33.2 Employee leaving during redundancy notice period

- (a) An employee given notice of termination in circumstances of redundancy may terminate their employment during the minimum period of notice prescribed by section 117(3) of the Act.
- (b) The employee is entitled to receive the benefits and payments they would have received under clause 33 or under sections 119 to 123 of the Act had they remained in employment until the expiry of the notice.
- (c) However, the employee is not entitled to be paid for any part of the period of notice remaining after the employee ceased to be employed.

33.3 Job search entitlement

- (a) Where an employer has given notice of termination to an employee in circumstances of redundancy, the employee must be allowed time off without loss of pay of up to one day each week of the minimum period of notice prescribed by section 117(3) of the Act for the purpose of seeking other employment.
- (b) If an employee is allowed time off without loss of pay of more than one day under clause 33.3(a), the employee must, at the request of the employer, produce proof of attendance at an interview.
- (c) A statutory declaration is sufficient for the purpose of clause 33.3(b).
- (d) An employee who fails to produce proof when required under clause 33.3(b) is not entitled to be paid for the time off.
- (e) This entitlement applies instead of clause 32.2.

Schedule A—Classifications

A.1 Definitions

A.1.1 Definition 1: Supervision

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

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

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

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

A.1.2 Definition 2: Qualifications

Within the Australian Qualifications Framework:

(a) **Year 12**

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

(b) **Trade certificate**

Completion of an apprenticeship, normally of ~~four~~4 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~~² 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~~² 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~~³ years' full-time post-Year 12 study.

(i) Degree

A recognised degree from a higher education institution, often completed in ~~three~~³ or ~~four~~⁴ years, and sometimes combined with a one year diploma.

(j) Postgraduate degree

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

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

A.1.3 Definition 3: Classification dimensions

(a) Competency

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

(b) Judgment, independence and problem solving

Judgment is the ability to make sound decisions, recognising the consequences of decisions taken or actions performed. Independence is the extent to which an employee is able (or allowed) to work effectively without supervision or direction. Problem solving is the process of defining or selecting the appropriate course of action where alternative courses of actions are available. This dimension looks at how much of each of these ~~three~~³ qualities applies at each classification level.

(c) Level of supervision

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

(d) Training level or qualifications

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

(e) Occupational equivalent

Examples of occupations typically falling within each classification level.

(f) Typical activities

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

A.2 Classifications

Clause A.2.6(e) amended in accordance with [\[2019\] FWCFB 1255](#) at [41].

A.2.1 Level 1

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

(a) Competency

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

(b) Judgment, independence and problem solving

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

(c) Level of supervision

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

(d) Training level or qualifications

An employee is not required to have formal qualifications or work experience upon engagement. An employee will be provided with on-the-job training

which will provide information about, and/or an introduction to, the conditions of employment, the school, the school's policies and procedures in relation to the work environment and the employees with whom the employee will be working.

(e) Typical activities

(i) Classroom support services grade 1

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

(ii) Preschool/childcare services grade 1

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

(iii) School administration services grade 1

- Performing a range of general clerical duties at a basic level, for example, filing, handling mail, maintaining records, data entry
- Operating routine office equipment, such as a computer, photocopier, scanner, facsimile, binding machine, guillotine, franking machine, calculator, etc.

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- 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

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

A.2.2 Level 2

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

(a) Competency

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

(b) Judgment, independence and problem solving

- (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;

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- (iii) completion of Certificates I or II with work related experience; or
 - (iv) an equivalent combination of experience and training.
- (e) **Typical activities**
- (i) **Classroom support services grade 2**
 - Providing assistance with the educational program where limited discretion and judgment and/or specific skills are involved
 - *Occupational equivalent:* teacher aide/assistant, integration aide/assistant
 - (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

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- 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

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- (v) **Wellbeing services grade 1**
 - Providing first aid services, as the designated first aid officer in the school
 - *Occupational equivalent:* first aid officer
- (vi) **School administration services grade 2**
 - Performing duties involving the inward and outward movement of mail, keeping, copying, maintaining and retrieving records, straightforward data entry and retrieval
 - *Occupational equivalent:* clerical assistant
- (vii) **School operational services grade 2**
 - Performing non-cooking duties in the kitchen including the assembly, preparation and measurement of food items
 - Undertaking general gardening tasks including the preparation and planting procedures
 - Laundry duties requiring the application of limited discretion
 - Operating, maintaining and adjusting turf machinery under general supervision
 - Applying fertilizers, fungicides, herbicides and insecticides under general supervision
 - Performing a range of patrol duties, including responding to alarms, following emergency procedures and preparing incident reports
 - Driving a bus with a carrying capacity of 25 or more passengers
 - *Occupational equivalent:* non-trade qualified cook, gardener, kitchen assistant, security officer, school bus driver

A.2.3 Level 3

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

(a) Competency

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

(b) Judgment, independence and problem solving

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

(c) Level of supervision

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

(d) Training level or qualifications

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

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

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

(e) Typical activities

(i) Classroom support services grade 3

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

(ii) Curriculum/resources services grade 2

- Undertaking some responsibility for other employees in the work area
- Providing assistance or guidance to other employees in the work area

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- 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

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- 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

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- Responsibility for operating, maintaining and adjusting turf machinery, as appropriate
- Cleaning and inspecting machinery after each use, reporting any problems to the appropriate manager
- In trades positions, applying the skills taught in a trades certificate or Certificate III, including performance of a range of construction, maintenance and repair tasks, using precision hand and power tools and equipment. In some cases this will involve familiarity with the work of other trades or require further training.
- Performing a range of security duties, including patrols, alarm responses, emergency procedures and preparing incident reports
- Responsibility for the security and basic maintenance of school property
- *Occupational equivalent:* tradesperson, retail function co-ordinator, security officer, caretaker

A.2.4 Level 4

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

(a) Competency

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

(b) Judgment, independence and problem solving

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

(c) Level of supervision

Supervision is generally present to establish general objectives relative to a specific project, to outline the desired end product and to identify potential resources for assistance. Some positions will require routine supervision to general direction depending upon experience and the complexity of the tasks. Some positions will require general direction. May supervise or co-ordinate

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others to achieve objectives, including liaison with employees at higher levels. May undertake stand-alone work.

(d) Training level or qualifications

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

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

(e) Typical activities

(i) Curriculum/resources services grade 3

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

(ii) Preschool/childcare services grade 3A

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

(iii) Boarding supervision services grade 3

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

(iv) Wellbeing services grade 2

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

(v) School administration services grade 4

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

(vi) School operational services grade 4

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

(vii) Instructional services grade 1

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

A.2.5 Level 5

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

(a) Competency

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

(b) Judgment, independence and problem solving

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

(c) Level of supervision

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

(d) Training level or qualifications

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

- (i) completion of a degree without subsequent relevant work experience;
- (ii) completion of an advanced diploma qualification and at least one year's subsequent relevant work experience;
- (iii) completion of a diploma qualification and at least ~~two~~2 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~~2 years') relevant experience as a technician; or
- (vi) an equivalent combination of relevant experience and/or education/training.

(e) Typical activities

(i) Curriculum/resources services grade 4

- Providing specialist technical advice, direction and assistance in the employee's area of expertise using the application of knowledge gained through formal study/qualifications applicable to this level
- *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~~2 or more boarding houses or a very large boarding house
- *Occupational equivalent:* head of boarding (large school)

(iv) School administration services grade 5

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

(v) School operational services grade 5

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

(vi) Instructional services grade 2

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

A.2.6 Level 6

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

(a) Competency

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

(b) Judgment, independence and problem solving

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

(c) Level of supervision

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

(d) Training level or qualifications

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

- (i) a degree with subsequent relevant experience;

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

(e) Typical activities

(i) Preschool/childcare services grade 5

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

(ii) Wellbeing services grade 3

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

(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

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- Providing professional advice to students and employees on the employee's area of expertise
 - Responsibility for professional development of other employees
 - Contributing to operational and strategic planning in the area of responsibility
 - *Occupational equivalent:* public relations manager/director, school development manager
- (v) **School operational services grade 6**
- Managing a range of functions
 - *Occupational equivalent:* property manager
- (vi) **Instructional services grade 3**
- Conducting and co-ordinating a school choir, band or musical ensemble or more than one of these
 - Supervising other coaching staff and managing sporting facilities
 - *Occupational equivalent:* choir master, conductor, head coach

A.2.7 Level 7

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

(a) Competency

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

(b) Judgment, independence and problem solving

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

(c) Level of supervision

Broad direction. May manage other employees including general employees.

(d) Training level or qualifications

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

- (i) a degree with at least ~~four~~4 years of subsequent relevant experience;
- (ii) extensive experience and management expertise in technical or administrative fields; or
- (iii) an equivalent combination of relevant experience and/or education/training.

(e) Typical activities

(i) Preschool/childcare services grade 6

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

(ii) Wellbeing services grade 4

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

(iii) Nursing services grade 2

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

• *Occupational equivalent:* school nurse

(iv) School administration services grade 7

- Preparing advice, reports, proposals or submissions, using a high level of expertise, for the senior executives of the school and/or outside bodies

• Providing financial advice to the principal or the business manager

• Managing the school's financial system

• Performing information technology tasks requiring professional qualifications involving analysis, design or computation and drawing upon advanced techniques and methods at an advanced level

• *Occupational equivalent:* information technology manager (medium school)

A.2.8 Level 8

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

(a) Competency

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

(b) Judgment, independence and problem solving

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

(c) Level of supervision

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

(d) Training level or qualifications

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

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

(e) Typical activities

(i) Preschool/childcare services grade 6

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

(ii) Wellbeing services grade 5

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

(iii) Nursing services grade 3

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

(iv) School administration services grade 8

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

Schedule B—Summary of Hourly Rates of Pay

A Full Bench has been constituted in [AM2017/51](#) to deal with the issue of overtime for casuals. See [\[2019\] FWCFB 6935](#)

Monetary amounts adjusted as a result of AWR 2019 – changes not tracked.

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

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

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

	Ordinary hours	Saturday ¹	Saturday ²	Sunday ¹	Sunday ²	Public holiday
	% of minimum hourly rate					
	100%	125%	150%	175%	200%	250%
	\$	\$	\$	\$	\$	\$
Level 1						
1.1	20.06	25.08	30.09	35.11	40.12	50.15
1.2	20.82	26.03	31.23	36.44	41.64	52.05
1.3	21.58	26.98	32.37	37.77	43.16	53.95
Level 2						
2.1	21.75	27.19	32.63	38.06	43.50	54.38
2.2	22.43	28.04	33.65	39.25	44.86	56.08
Level 3						
3.1	22.71	28.39	34.07	39.74	45.42	56.78
3.2	23.12	28.90	34.68	40.46	46.24	57.80
Level 4						
4.1	23.97	29.96	35.96	41.95	47.94	59.93
4.2	25.18	31.48	37.77	44.07	50.36	62.95
Level 5						
5.1	25.99	32.49	38.99	45.48	51.98	64.98
5.2	27.24	34.05	40.86	47.67	54.48	68.10
Level 6						
6.1	28.21	35.26	42.32	49.37	56.42	70.53
6.2	30.14	37.68	45.21	52.75	60.28	75.35

Commented [FWC1]: (Minimum weekly rate ÷ 38) in cl 17.1.

Commented [FWC2]: Relevant percentage in cl 22.3.

Commented [FWC3]: See cl 28.2.

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	Ordinary hours	Saturday ¹	Saturday ²	Sunday ¹	Sunday ²	Public holiday
	% of minimum hourly rate					
	100%	125%	150%	175%	200%	250%
	\$	\$	\$	\$	\$	\$
Level 7						
7.1	31.02	38.78	46.53	54.29	62.04	77.55
7.2	32.01	40.01	48.02	56.02	64.02	80.03
7.3	33.00	41.25	49.50	57.75	66.00	82.50
Level 8	35.94	44.93	53.91	62.90	71.88	89.85

Commented [FWC1]: (Minimum weekly rate ÷ 38) in cl 17.1.

Commented [FWC2]: Relevant percentage in cl 22.3.

Commented [FWC3]: See cl 28.2.

¹ Rate for School operational services employee in the cooking/catering group and boarding supervision services employee not working averaged hours in accordance with clause 14.3.

² Rate for all other employees working ordinary hours on a Saturday (see clause 14.5).

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

	Afternoon & night	Afternoon & night plus broken shift	Broken shift	Permanent night	Permanent night plus broken shift
	% of minimum hourly rate				
	115%	130%	115%	130%	145%
	\$	\$	\$	\$	\$
Level 1					
1.1	23.07	26.08	23.07	26.08	29.09
1.2	23.94	27.07	23.94	27.07	30.19
1.3	24.82	28.05	24.82	28.05	31.29
Level 2					
2.1	25.01	28.28	25.01	28.28	31.54
2.2	25.79	29.16	25.79	29.16	32.52
Level 3					
3.1	26.12	29.52	26.12	29.52	32.93
3.2	26.59	30.06	26.59	30.06	33.52
Level 4					
4.1	27.57	31.16	27.57	31.16	34.76
4.2	28.96	32.73	28.96	32.73	36.51

Commented [FWC4]: (Minimum weekly rate ÷ 38) in cl 17.1.

Commented [FWC5]: Relevant percentage in cl 22.2

Commented [FWC6]: 115% in cl 22.2. + 15% in cl 22.4.

Commented [FWC7]: See cl 22.4.

Commented [FWC8]: Relevant percentage in cl 22.2.

Commented [FWC9]: Relevant percentage in cl 22.2.

Commented [FWC10]: 130% in cl 22.2 + 15% in cl 22.4.

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	Afternoon & night	Afternoon & night plus broken shift	Broken shift	Permanent night	Permanent night plus broken shift
	% of minimum hourly rate				
	115%	130%	115%	130%	145%
	\$	\$	\$	\$	\$
Level 5					
5.1	29.89	33.79	29.89	33.79	37.69
5.2	31.33	35.41	31.33	35.41	39.50
Level 6					
6.1	32.44	36.67	32.44	36.67	40.90
6.2	34.66	39.18	34.66	39.18	43.70
Level 7					
7.1	35.67	40.33	35.67	40.33	44.98
7.2	36.81	41.61	36.81	41.61	46.41
7.3	37.95	42.90	37.95	42.90	47.85
Level 8	41.33	46.72	41.33	46.72	52.11

Commented [FWC4]: (Minimum weekly rate ÷ 38) in cl 17.1.

Commented [FWC5]: Relevant percentage in cl 22.2

Commented [FWC6]: 115% in cl 22.2. + 15% in cl 22.4.

Commented [FWC7]: See cl 22.4.

Commented [FWC8]: Relevant percentage in cl 22.2.

Commented [FWC9]: Relevant percentage in cl 22.2.

Commented [FWC10]: 130% in cl 22.2 + 15% in cl 22.4.

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

	Monday to Friday		Saturday—employees other than Nursing services employees		Sunday—employees other than Nursing services employees	Saturday & Sunday—Nursing services employees ¹	Public holiday
	First 3 hours	After 3 hours	First 3 hours	After 3 hours			
	% of minimum hourly rate						
	150%	200%	150%	200%	200%	150%	250%
	\$	\$	\$	\$	\$	\$	\$
Level 1							
1.1	29.21	38.94	29.21	38.94	38.94	–	48.68
1.2	30.33	40.44	30.33	40.44	40.44	–	50.55
1.3	31.44	41.92	31.44	41.92	41.92	–	52.40

Commented [FWC11]: (Minimum weekly rate ÷ 38) in cl 17.1.

Commented [FWC12]: Relevant percentage in cl 21.2.

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	Monday to Friday		Saturday—employees other than Nursing services employees		Sunday—employees other than Nursing services employees	Saturday & Sunday—Nursing services employees ¹	Public holiday
	First 3 hours	After 3 hours	First 3 hours	After 3 hours			
	% of minimum hourly rate						
	150%	200%	150%	200%	200%	150%	250%
	\$	\$	\$	\$	\$	\$	\$
Level 2							
2.1	32.63	43.50	32.63	43.50	43.50	—	54.38
2.2	33.65	44.86	33.65	44.86	44.86	—	56.08
Level 3							
3.1	34.07	45.42	34.07	45.42	45.42	—	55.13
3.2	34.68	46.24	34.68	46.24	46.24	—	56.10
Level 4							
4.1	35.96	47.94	35.96	47.94	47.94	—	59.93
4.2	37.77	50.36	37.77	50.36	50.36	—	62.95
Level 5							
5.1	38.99	51.98	38.99	51.98	51.98	—	64.98
5.2	40.86	54.48	40.86	54.48	54.48	—	68.10
Level 6							
6.1	42.32	56.42	42.32	56.42	56.42	42.32	70.53
6.2	45.21	60.28	45.21	60.28	60.28	45.21	75.35
Level 7							
7.1	46.53	62.04	46.53	62.04	62.04	46.53	77.55
7.2	48.02	64.02	48.02	64.02	64.02	48.02	80.03
7.3	49.50	66.00	49.50	66.00	66.00	49.50	82.50
Level 8	53.91	71.88	53.91	71.88	71.88	53.91	89.85

Commented [FWC11]: (Minimum weekly rate ÷ 38) in cl 17.1.

Commented [FWC12]: Relevant percentage in cl 21.2.

¹ Nursing classifications begin at Level 6.

B.2 Casual adult employees

B.2.1 Casual adult employees—ordinary and penalty rates

	Ordinary hours	Saturday ¹	Saturday ²	Sunday ¹	Sunday ²	Public holiday
	% of minimum hourly rate					
	125%	150%	175%	200%	225%	275%
	\$	\$	\$	\$	\$	\$
Level 1						
1.1	25.08	30.09	35.11	40.12	45.14	55.17
1.2	26.03	31.23	36.44	41.64	46.85	57.26
1.3	26.98	32.37	37.77	43.16	48.56	59.35
Level 2						
2.1	27.19	32.63	38.06	43.50	48.94	59.81
2.2	28.04	33.65	39.25	44.86	50.47	61.68
Level 3						
3.1	28.39	34.07	39.74	45.42	51.10	62.45
3.2	28.90	34.68	40.46	46.24	52.02	63.58
Level 4						
4.1	29.96	35.96	41.95	47.94	53.93	65.92
4.2	31.48	37.77	44.07	50.36	56.66	69.25
Level 5						
5.1	32.49	38.99	45.48	51.98	58.48	71.47
5.2	34.05	40.86	47.67	54.48	61.29	74.91
Level 6						
6.1	35.26	42.32	49.37	56.42	63.47	77.58
6.2	37.68	45.21	52.75	60.28	67.82	82.89
Level 7						
7.1	38.78	46.53	54.29	62.04	69.80	85.31
7.2	40.01	48.02	56.02	64.02	72.02	88.03
7.3	41.25	49.50	57.75	66.00	74.25	90.75
Level 8						
8	44.93	53.91	62.90	71.88	80.87	98.84

Commented [FWC13]: (Minimum weekly rate ÷ 38) in cl 17.1.

Commented [FWC14]: Minimum hourly rate in cl. 17.1 + 25% casual loading in cl 11.2(a)(ii).

Commented [FWC15]: Relevant percentage in cl 22.3. + 25% casual loading in cl 11.2(a)(ii).

Commented [FWC16]: 250% in cl 28.2 + 25% casual loading in cl 11.2(a)(ii).

¹ Rate for School operational services employee in the cooking/catering group and boarding supervision services employee not working averaged hours in accordance with clause 14.3.

² Rate for all other employees working ordinary hours on a Saturday (see clause 14.5).

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B.2.2 Casual adult employees—shiftwork penalty rates

	Afternoon & night	Permanent night
	% of minimum hourly rate	
	140%	155%
	\$	\$
Level 1		
1.1	28.08	31.09
1.2	29.15	32.27
1.3	30.21	33.45
Level 2		
2.1	30.45	33.71
2.2	31.40	34.77
Level 3		
3.1	31.79	35.20
3.2	32.37	35.84
Level 4		
4.1	33.56	37.15
4.2	35.25	39.03
Level 5		
5.1	36.39	40.28
5.2	38.14	42.22
Level 6		
6.1	39.49	43.73
6.2	42.20	46.72
Level 7		
7.1	43.43	48.08
7.2	44.81	49.62
7.3	46.20	51.15
Level 8	50.32	55.71

Commented [FWC17]: (Minimum weekly rate ÷ 38) in cl 17.1.

Commented [FWC18]: Relevant percentage in cl 22.2 + 25% casual loading in cl 11.2(a)(ii).

Schedule C—Summary of Monetary Allowances

Monetary amounts in this schedule adjusted as a result of AWR 2019 – changes not tracked.

See clause 19—Allowances for full details of allowances payable under this award.

C.1 Wage-related allowances

C.1.1 The wage-related allowances in this award are based on the [standard rate](#) as defined in 2—Definitions as the annual salary for Level 3.1 in clause 17.1 = **\$45,031.00**

Allowance	Clause	% of standard rate	\$	Payable
First aid allowance— Annual; OR	19.2(a)(i)	1.65	743.01	per annum
First aid allowance— Daily	19.2(a)(i)	1/240th of annual allowance	3.10	per day
Sleepover allowance	19.2(b)(i)	0.11	49.53	per sleepover

C.1.2 Adjustment of wage-related allowances

Wage-related allowances are adjusted in accordance with increases to wages and are based on a percentage of the [standard rate](#) as specified.

C.2 Expense-related allowances

C.2.1 The expense-related allowances in this award will be adjusted by reference to the Consumer Price Index (CPI) as per the following:

Allowance	Clause	\$	Payable
Meal allowance—overtime	19.3(a)(ii)	15.94	per occasion
Tool allowance—Tradesperson	19.3(b)	15.29	per week
Tool allowance—Carpenter/Joiner	19.3(b)	28.94	per week
Uniform/protective clothing allowance—paid with laundry allowance—Per day	19.3(c)	1.20	per day
Uniform/protective clothing allowance—paid with laundry allowance—Maximum per week— an amount of up to	19.3(c)	6.00	per week
Laundry allowance—additional to uniform/ protective clothing allowance—Per day	19.3(c)	0.30	per day

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Allowance	Clause	\$	Payable
Laundry allowance—additional to uniform/ protective clothing allowance—Maximum per week— <u>an amount of up to</u>		1.50	per week
Laundry allowance—where uniform cost reimbursed by employer—Per day— <u>an amount of up to</u>	19.3(c)	0.30	per day
Laundry allowance—where uniform cost reimbursed by employer—Maximum per week	19.3(c)	1.50	per week
Vehicle allowance—use of own vehicle—Motor car	19.3(d)(i)	0.78	per km
Vehicle allowance—use of own vehicle—Motorcycle	19.3(d)(i)	0.26	per km

C.2.2 Adjustment of expense-related allowances

- (a) At the time of any adjustment to the [standard rate](#), each expense-related allowance will be increased by the relevant adjustment factor. The relevant adjustment factor for this purpose is the percentage movement in the applicable index figure most recently published by the Australian Bureau of Statistics since the allowance was last adjusted.
- (b) The applicable index figure is the index figure published by the Australian Bureau of Statistics for the Eight Capitals Consumer Price Index (Cat No. 6401.0), as follows:

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

Schedule D—Apprentices

D.1 Apprentices

- D.1.1** An apprentice means any person employed and registered in the form prescribed by the relevant State Apprenticeship Authority.
- D.1.2** For the purposes of this award, an apprentice is an employee who is engaged under a Training Agreement registered by the relevant State or Territory Training or apprenticeship Authority, where the qualification outcome specified in the Training agreement is a relevant qualification from a Training Package endorsed by the National Training Framework Committee.
- D.1.3** An apprentice will also include an employee who is engaged under a Training Agreement or Contract of Training for an apprenticeship declared or recognised by the relevant State or Territory Training or Apprenticeship Authority.
- D.1.4** Subject to appropriate State legislation, an employer must not employ an unapprenticed junior in a trade provided for in this award.
- D.1.5** In order to undertake trade training in accordance with D.1 a person must be a party to a contract of apprenticeship training or training agreement in accordance with the requirements of the relevant Apprenticeship authority or State legislation. The employer must provide access to training consistent with the contract or training agreement without loss of pay.
- D.1.6** An apprentice who attends a Registered Training Organisation (RTO) must be reimbursed by their employer for all training fees and the costs of all prescribed textbooks (excluding those textbooks which are available in the employer's technical library) paid by the apprentice in respect of any course prescribed, at the end of each term, unless there is unsatisfactory progress. An employer may meet its obligation by paying any fees and/or cost of textbooks directly to the RTO.
- D.1.7** The probationary period of an apprentice must be as set out in the training agreement or contract of apprenticeship consistent with the requirements of the Apprenticeship Authority or State legislation but must not exceed ~~three~~3 months.
- D.1.8** An apprentice who is under 21 years of age on completion of their apprenticeship and who is employed in the occupation to which they were apprenticed will be paid not less than the adult rate prescribed for that classification.
- D.1.9** Except as provided in this schedule or where otherwise stated all conditions of employment specified in this award will apply to apprentices.
- D.1.10** No apprentice under the age of 18 years will be required to work overtime unless they request to work overtime. An apprentice must not work or be required to work overtime at times which would prevent their attendance at technical school as required by this award or by State legislation.
- D.1.11** No apprentice under the age of 18 years will be employed on any shift other than day shift. An apprentice over the age of 18 years, by mutual agreement may be required to work on an afternoon shift provided such shiftwork does not prevent their attendance at technical school as required by this award or by State legislation.

- D.1.12** An apprentice must not work under any system of payment by results.
- D.1.13** An employer must allow an apprentice to take time off during working hours to attend available classes. In order to be entitled to the time off the apprentice must produce a card showing the employee's attendance at school for the period.
- D.1.14** The provisions of this schedule will be read in conjunction with any state legislation or regulation relating to apprentices.
- D.1.15** Provisions of any State legislation or regulation relating to the attendance of apprentices at technical school during ordinary working hours or to disciplinary powers of Apprenticeship Authorities over apprentices and employers are deemed not to be inconsistent with this award.
- D.1.16** Apprentices are entitled to the [NES](#), as supplemented by this award, except with respect to redundancy pay.
- D.1.17** The ordinary hours of work of apprentices must not exceed those of the tradespersons employed under this award.
- D.1.18** The number of apprentices that may be employed by an employer at any time in the said trade or trades must not exceed the proportion of one apprentice for each individual tradesperson employed by the employer in such trade.
- D.1.19 Block release training**
- (a) ~~This clause~~ Clause D.1.19 applies to apprentices required to attend block release training identified in or associated with their training contract.
 - (b) Where the training requires an overnight stay, the employer must pay for the excess reasonable travel costs incurred by the apprentice in the course of travelling to and from the training.
 - (c) Clause D.1.19(b) does not apply where the apprentice could attend a closer RTO, and use of a more distant RTO is not agreed between the employer and the apprentice.
- D.1.20** For the purposes of clause D.1.19(b), excess reasonable travel costs include:
- (a) the total costs of reasonable transport (including transporting tools where required);
 - (b) accommodation costs incurred while travelling (where necessary); and
 - (c) reasonable expenses incurred while travelling, including meals, which exceed those incurred in travelling to and from work.
- D.1.21** Excess reasonable travel costs do not include payment for travelling time or expenses incurred while not travelling to and from block release training.
- D.1.22 Reduction of payment**
- (a) Payment under clause D.1.19 may be reduced where an apprentice is eligible to receive travel costs to attend the block release training under a Government apprentice assistance scheme.

- (b) The payment may be reduced by the amount the apprentice is entitled to receive under the scheme.
- (c) A payment reduction will only apply if an apprentice has either received assistance under the scheme or their employer has advised them in writing of the availability of the assistance.

D.1.23 Time spent by an apprentice in attending any training and/or assessment specified in, or associated with, the training contract is to be regarded as time worked for the employer for the purposes of calculating the apprentice's wages and determining the apprentice's employment conditions. ~~This subclause~~ ~~Clause~~ D.1 operates subject to the provisions of clause D.2—School-based Apprentices of Schedule D—Apprentices.

D.2 School-based Apprentices

- D.2.1** A school-based apprentice is a person who is undertaking an apprenticeship in accordance with this schedule while also undertaking a course of secondary education.
- D.2.2** A school-based apprenticeship may be undertaken in the trades covered by this award under a training agreement or contract of training for an apprentice declared or recognised by the relevant State or Territory authority.
- D.2.3** The relevant minimum wages for full-time junior and adult apprentices provided for in this award, calculated hourly, will apply to school-based apprentices for total hours worked including time deemed to be spent in off-the-job training.
- D.2.4** For the purposes of clause D.2.3, where an apprentice is a full-time school student, the time spent in off-the-job training for which the apprentice must be paid is 25% of the actual hours worked each week on-the-job. The wages paid for training time may be averaged over the semester or year.
- D.2.5** A school-based apprentice must be allowed, over the duration of the apprenticeship, the same amount of time to attend off-the-job training as an equivalent full-time apprentice.
- D.2.6** For the purposes of this schedule, off-the-job training is structured training delivered by a Registered Training Organisation separate from normal work duties or general supervised practice undertaken on the job.
- D.2.7** The duration of the apprenticeship must be as specified in the training agreement or contract for each apprentice but must not exceed ~~six~~6 years.
- D.2.8** School-based apprentices progress through the relevant wage scale at the rate of 12 months progression for each ~~two~~2 years of employment as an apprentice or at the rate of competency-based progression if provided for in this award.
- D.2.9** The apprentice wage scales are based on a standard full-time apprenticeship of ~~four~~4 years (unless the apprenticeship is of ~~three~~3 years duration) or stages of competency based progression (if provided for in this award). The rate of progression reflects the average rate of skill acquisition expected from the typical combination of work and training for a school-based apprentice undertaking the applicable apprenticeship.

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- D.2.10** If an apprentice converts from school-based to full-time, the successful completion of competencies (if provided for in this award) and all time spent as a full-time apprentice will count for the purposes of progression through the relevant wage scale in addition to the progression achieved as a school-based apprentice.
- D.2.11** School-based apprentices are entitled pro rata to all of the other conditions in this award.

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Schedule E—Supported Wage System

Monetary amounts adjusted as a result of AWR 2019 – changes not tracked.

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

E.2 In this schedule:

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

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

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

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

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

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

E.3 Eligibility criteria

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

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

E.4 Supported wage rates

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

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

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

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

E.5 Assessment of capacity

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

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

E.6 Lodgement of SWS wage assessment agreement

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

E.6.2 All SWS wage assessment agreements must be agreed and signed by the employee and employer parties to the assessment. Where a union which has an interest in the award is not a party to the assessment, the assessment will be referred by the Fair Work Commission to the union by certified mail and the agreement will take effect unless an objection is notified to the Fair Work Commission within 10 working days.

E.7 Review of assessment

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

E.8 Other terms and conditions of employment

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

E.9 Workplace adjustment

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

E.10 Trial period

- E.10.1** In order for an adequate assessment of the employee's capacity to be made, an employer may employ a person under the provisions of this schedule for a trial period not exceeding 12 weeks, except that in some cases additional work adjustment time (not exceeding ~~four~~ weeks) may be needed.
- E.10.2** During that trial period the assessment of capacity will be undertaken and the percentage of the relevant minimum wage for a continuing employment relationship will be determined.
- E.10.3** The minimum amount payable to the employee during the trial period must be no less than \$87 per week.
- E.10.4** Work trials should include induction or training as appropriate to the job being trialled.
- E.10.5** Where the employer and employee wish to establish a continuing employment relationship following the completion of the trial period, a further contract of employment will be entered into based on the outcome of assessment under clause E.5.

Schedule F—Agreement for Time Off Instead of Payment for Overtime

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

Name of employee: _____

Name of employer: _____

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

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

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

Amount of overtime worked: _____ hours and _____ minutes

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

Signature of employee: _____

Date signed: ___/___/20___

Name of employer representative: _____

Signature of employer representative: _____

Date signed: ___/___/20___

Schedule G—Agreement to Take Annual Leave in Advance

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

Name of employee: _____

Name of employer: _____

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

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

The leave in advance will commence on: ___/___/20__

Signature of employee: _____

Date signed: ___/___/20__

Name of employer representative: _____

Signature of employer representative: _____

Date signed: ___/___/20__

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

I agree that:

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

Name of parent/guardian: _____

Signature of parent/guardian: _____

Date signed: ___/___/20__

Schedule H—Agreement to Cash Out Annual Leave

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

Name of employee: _____

Name of employer: _____

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

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

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

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

Signature of employee: _____

Date signed: ____/____/20____

Name of employer representative: _____

Signature of employer representative: _____

Date signed: ____/____/20____

Include if the employee is under 18 years of age:

Name of parent/guardian: _____

Signature of parent/guardian: _____

Date signed: ____/____/20____

Schedule I—Part-day Public Holidays

Schedule I amended in accordance with [2019] FWCFCB 5145 at [52] and PR712204.

- I.1** This schedule operates where this award otherwise contains provisions dealing with public holidays that supplement the [NES](#).
- I.2** Where a part-day public holiday is declared or prescribed between 7.00 pm and midnight on Christmas Eve (24 December in each year) or New Year's Eve (31 December in each year) the following will apply on Christmas Eve and New Year's Eve and will override any provision in this award relating to public holidays to the extent of the inconsistency:
- (a) All employees will have the right to refuse to work on the part-day public holiday if the request to work is not reasonable or the refusal is reasonable as provided for in the [NES](#).
 - (b) Where a part-time or full-time employee is usually rostered to work ordinary hours between 7.00 pm and midnight but as a result of exercising their right under the [NES](#) does not work, they will be paid their ordinary rate of pay for such hours not worked.
 - (c) Where a part-time or full-time employee is usually rostered to work ordinary hours between 7.00 pm and midnight but as a result of being on annual leave does not work, they will be taken not to be on annual leave between those hours of 7.00 pm and midnight that they would have usually been rostered to work and will be paid their ordinary rate of pay for such hours.
 - (d) Where a part-time or full-time employee is usually rostered to work ordinary hours between 7.00 pm and midnight, but as a result of having a rostered day off (RDO) provided under this award, does not work, the employee will be taken to be on a public holiday for such hours and paid their ordinary rate of pay for those hours.
 - (e) Excluding annualised salaried employees to whom clause I.2(f) applies, where an employee works any hours between 7.00 pm and midnight they will be entitled to the appropriate public holiday penalty rate (if any) in this award for those hours worked.
 - (f) Where an employee is paid an annualised salary under the provisions of this award and is entitled under this award to time off in lieu or additional annual leave for work on a public holiday, they will be entitled to time off in lieu or pro-rata annual leave equivalent to the time worked between 7.00 pm and midnight.
 - (g) An employee not rostered to work between 7.00 pm and midnight, other than an employee who has exercised their right in accordance with clause I.2(a), will not be entitled to another day off, another day's pay or another day of annual leave as a result of the part-day public holiday.

I.3 An employer and employee may agree to substitute another part-day for a part-day that would otherwise be a part-day public holiday under the NES.

~~1.31.4~~ This schedule is not intended to detract from or supplement the [NES](#).

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