



# **Albury Wodonga Community College Enterprise Agreement 2022 – 2025**

**Your IEU-negotiated Agreement  
covering your pay and conditions**



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# DECISION

*Fair Work Act 2009*  
s.185—Enterprise agreement

**Albury Wodonga Community College Limited**  
(AG2021/7969)

## **ALBURY WODONGA COMMUNITY COLLEGE ENTERPRISE AGREEMENT 2022 – 2025**

Educational services

COMMISSIONER MATHESON

SYDNEY, 11 NOVEMBER 2021

*Application for approval of the Albury Wodonga Community College Enterprise Agreement 2022 – 2025.*

[1] An application has been made for approval of an enterprise agreement known as the *Albury Wodonga Community College Enterprise Agreement 2022 – 2025* (**Agreement**). The application was made by Albury Wodonga Community College Limited (**Applicant**) pursuant to s.185 of the *Fair Work Act 2009* (Cth) (**Act**). The Agreement is a single enterprise agreement.

[2] I observe that certain provisions of the Agreement may be inconsistent with the National Employment Standards (**NES**). However, noting clauses 45.1 and 7.1 of the Agreement, I am satisfied that the NES apply as a minimum standard to the Agreement.

[3] The Employer has provided written undertakings. A copy of the undertakings is attached at Annexure A of this decision (**Undertakings**). The views of each person I know is a bargaining representative for the Agreement have been sought. I am satisfied that the effect of accepting the Undertakings is not likely to:

- (a) cause financial detriment to any employee covered by the Agreement; or
- (b) result in substantial changes to the Agreement.

[4] Pursuant to s.190(3) of the Act, I accept the Undertakings.

[5] Subject to the Undertakings, and on the basis of the materials before the Commission, I am satisfied that each of the requirements of ss.186, 187, 188 and 190 of the Act as are relevant to the application for approval of the Agreement have been met.

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

[7] The Agreement is approved and, in accordance with s.54(b) of the Act and clause 2.1 of the Agreement, will operate from 1 January 2022. The nominal expiry date of the Agreement is four years from the date of approval.



COMMISSIONER

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## Annexure A

IN THE FAIR WORK COMMISSION

FWC Matter No.:

AG2021/7969 - Application by Albury Wodonga Community College Limited

Applicant: Albury Wodonga Community College Limited (ABN 28 368 867 854) on behalf of the Employer (Company) as listed in Clause 3 of the Agreement.

Section 185 – Application for approval of a single enterprise agreement

### Undertaking – Section 190

I, Rodney Steven Wangman, Chief Executive Officer/Company Secretary have the authority given to me by Albury Wodonga Community College Limited to give the following undertakings with respect to the Albury Wodonga Community College Enterprise Agreement 2022 – 2025 ("the Agreement"):

The Albury Wodonga Community College undertakes to:

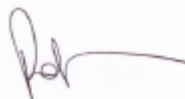
1. Increase all proposed Enterprise Agreement rates (Levels 1 – 18) by \$0.30/hour (in Year 2022) as referenced in Schedule B.6 Salary table.
2. Insert a sentence to increase the minimum engagement for a casual General Employee to 3 hours in Clause 21.5(a)(i);
3. To amend the first and second row in the table at clause 27.2(a) to read as follows:  

Monday to Saturday\* - first 2 hours  
Monday to Saturday\* - after 2 hours
4. To amend clause 31.5 to read as follows:  

(a) afternoon shift means any shift finishing after 6pm and at or before midnight;
5. To add the following clause entitlement into the Enterprise Agreement  

"We will provide for a paid meal break for shiftworkers (being employees who work a shift that attracts the penalty rates in Clause 26.2) of at least 20 minutes no later than 5 hours after the starting time of each shift."
6. To continue all current employee salaries as now applies from Agreement approval until implementation of salary commencement as in Agreement Clause 23.2
7. To abide by any Award salary indexation decisions that occur between Agreement approval, and salary commencement as in Clause 23.2.


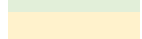

These undertakings are provided on the basis of issues raised by the Fair Work Commission in the application before the Fair Work Commission.



Signature – Rodney Wangman CEO/Company Secretary  
Date 10<sup>th</sup> November 2021

# Enterprise Agreement 2022-2025

Legend:

	Employee
	General Employee
	Teacher

## TABLE OF CONTENTS

Part 1 – Application and Operation .....	3
1. Title .....	3
2. Commencement and period of operation.....	3
3. Definitions and interpretation.....	3
4. Coverage.....	8
5. Relationship to Awards.....	8
6. No extra claims.....	8
7. The National Employment Standards.....	8
8. Individual flexibility arrangements.....	8
9. Requests for flexible working arrangements .....	9
Part 2 – Consultation and Dispute Resolution .....	10
10. Consultation about major workplace change .....	10
11. Consultation about changes to rosters or ordinary hours of work.....	11
12. Dispute resolution .....	12
13. Public holidays.....	13
14. Payment of salary .....	13
15. Remuneration packaging.....	13
16. Superannuation .....	14
17. Accident pay .....	14
18. Vehicle allowance.....	15
19. Camp allowance .....	15
Part 3 – Employment conditions.....	16
20. Minimum employment period .....	16
21. Types of employment.....	16
22. Classifications .....	18
23. Salary .....	19
24. Allowances.....	19
25. Higher duties – General Employees .....	19
26. Penalty rates – General Employees.....	20
27. Overtime – General Employees.....	20
28. Annualised salaries – General Employees.....	22
29. Termination of employment .....	23
30. Redundancy – All Employees.....	24
31. Ordinary hours of work .....	25
32. Breaks .....	27

Part 4 – Leave.....	28
33. Annual Leave .....	28
34. Teacher pro rata payment of salary (inclusive of annual leave and leave loading) .....	28
35. Annual leave loading .....	30
36. Community service leave .....	30
37. Compassionate leave.....	31
38. Examination leave and study assistance .....	31
39. Family and domestic violence leave.....	31
40. Infectious diseases leave .....	33
41. Long service leave.....	34
42. Military Reserve leave .....	34
43. Parental leave .....	34
44. Paid parental leave .....	35
45. Personal/carer’s leave .....	37
46. Qualification and conferral leave .....	38
47. Leave without pay .....	38
Schedule A –Classifications .....	39
Schedule B – Salaries .....	57
B.1 Weekly rate of pay.....	57
B.2 Annual Leave Loading.....	57
B.3 Part-time Employee.....	57
B.4 Casual Employee.....	57
B.5 Junior Employees.....	57
B.6 Salary table for 2022 - 2025 AWCC Agreement .....	57
B.7 Easy reference to related penalty rates .....	58
B.8 Casual Relief Teachers.....	58
Schedule C – Allowances.....	59
C.1 Responsibility allowance (Teachers) .....	59
C.2 First aid allowance .....	60
C.3 Vehicle allowance .....	61
C.4 Laundry Allowance .....	61
Schedule D – Public Holidays, School Term Dates and Christmas Closure (General Employees) .....	62



## Part 1 – Application and Operation

### 1. Title

This Agreement is to be known as the *Albury Wodonga Community College Enterprise Agreement 2022 – 2025* (the Agreement) and is a single enterprise agreement made pursuant to s.172 (2) of the *Fair Work Act 2009* (Cth) (the Act).

### 2. Commencement and period of operation

2.1 The Agreement will come into operation seven days after being approved by the Fair Work Commission (FWC), or 1<sup>st</sup> January 2022 whichever is later, in accordance with s.54 of the Act.

2.2 The nominal expiry date of the Agreement is four years from the date that the FWC approves the Agreement.

### 3. Definitions and interpretation

<b>Act</b>	Means the <i>Fair Work Act 2009</i> (Cth) or its successor.
<b>Awards</b>	Means the <i>Educational Services (Schools) General Staff Award 2020</i> , <i>Educational Services (Post-Secondary Education) Award 2020</i> and the <i>Educational Services (Teachers) Award 2020</i> , including successor Awards, unless separately specified.
<b>Company</b>	Means Albury Wodonga Community College Limited is the legal entity. (ABN 28 368 867 854)  Indie School, Indie College (RTO) and Aware (NDIS programs) are divisions of the Albury Wodonga Community College Limited.
<b>De facto partner</b>	Means a person who, although not legally married to the Employee, lives with the Employee in a relationship as a couple on a genuine domestic basis (whether the Employee and the person are of the same sex or different sexes) and includes a former de facto partner of the Employee.
<b>Employee</b>	Means a person covered by this Agreement.
<b>Executive Manager</b>	Means a person appointed in an Executive Leadership role above Level 18.  Executive Managers have various titles including Head of School.
<b>FWC</b>	Means the Fair Work Commission or its successor.
<b>Head of School</b>	Means an Employee appointed as Head of School, who has responsibility for the running of an Indie School campus and/or campuses.

<p><b>General Employee</b></p>	<p>Means an Employee other than a Teacher who is covered by this Agreement and who is employed to work in:</p> <ul style="list-style-type: none"> <li>• administration services</li> <li>• classroom support services</li> <li>• curriculum resources services</li> <li>• instructional services</li> <li>• nursing services</li> <li>• operational services</li> <li>• wellbeing services</li> <li>• training and assessment services</li> </ul>	
	<p><b>administration services</b></p>	<p>Means an Employee whose principal duties are in the functional areas of Company business operations, including but not limited to clerical, administration, finance, marketing, fundraising, public relations, information technology, human resources administration and information management.</p>
	<p><b>classroom support services</b></p>	<p>Means an Employee whose principal duties are to provide support to teachers and students in a secondary school classroom or to individual students or groups of students.</p>
	<p><b>curriculum resources services</b></p>	<p>Means an Employee whose principal duties are to support the operation of curriculum-related services, such as those provided by a library or a technology centre.</p>
	<p><b>instructional services</b></p>	<p>Means an Employee, other than a qualified Teacher (for example a music tutor, sports coaches, tribal leader), whose principal duties are to develop the framework for and provide instruction to students (within a structured learning environment).</p>
	<p><b>nursing services</b></p>	<p>Means an Employee who is a registered nurse in the relevant State/Territory and is employed as such.</p>
	<p><b>operational services</b></p>	<p>Means an Employee whose principal duties are to support the other services of the Company, including but not limited to:</p> <ul style="list-style-type: none"> <li>(i) construction, plumbing, carpentry, painting and other trades;</li> <li>(ii) cleaning, maintenance, Company facility management;</li> <li>(iii) security, caretaking;</li> <li>(v) gardening, turf management, farming;</li> </ul>

	<p><b>operational services</b> <i>Continued...</i></p>	<p>(v) retailing – canteens, uniform shops, reuse shops, book shops;</p> <p>(vi) cooking/catering, housekeeping, laundry; and</p> <p>(vii) bus driving and vehicle maintenance.</p>
	<p><b>wellbeing services</b></p>	<p>Means an Employee whose principal duties are to support the health and wellbeing of students, and Employees. This may include home/school liaison, counsellors, therapists, welfare officers and social workers.</p>
	<p><b>training and assessment services</b></p>	<p>Means an Employee accredited by the relevant State registration authority as a Trainer and Assessor, whose principal duties are to support student Vocational and Educational Training (VET).</p>
<p><b>Immediate family</b></p>	<p>Means</p> <ul style="list-style-type: none"> <li>• A spouse (including a former spouse), de facto partner (including a former de factor partner), child, parent, grandparent, grandchild or sibling of the Employee, or</li> <li>• A child, parent, grandparent, grandchild or sibling of a spouse or de facto partner of the Employee,</li> </ul> <p>where:</p> <ul style="list-style-type: none"> <li>• A de facto partner of an Employee means a person who, although not legally married to the Employee, lives with the Employee in a relationship as a couple on a genuine domestic basis (whether the Employee and the person are of the same sex or different sexes).</li> <li>• A child includes an adopted child, a step child or an ex-nuptial child of the Employee or of the Employee’s spouse or de facto partner.</li> </ul>	
<p><b>LSL Act</b></p>	<p>Means the relevant State Long Service Leave legislation at the time the leave is taken or paid.</p>	
<p><b>NES</b></p>	<p>Means the National Employment Standards as contained in Part 2-2 of the Act.</p>	
<p><b>Non-term weeks</b></p>	<p>Means week, or part thereof, in the Teacher School Year other than term weeks and includes periods designated as school holidays for students. The number of Non-term weeks for Teachers will be the same as those gazetted for teachers employed by government schools in the relevant State.</p>	
<p><b>Registered Medical Practitioner</b></p>	<p>Means a person who is qualified to practise medicine in Australia and who is registered with the Medical Board of Australia.</p>	

<b>Teacher</b>	<p>Means a Teacher accredited by the relevant State registration authority or otherwise permitted to teach pursuant to the relevant State legislation pertaining to teacher registration and is contracted by the Company as a teacher.</p> <p>This definition does not include a person employed as an Executive Manager.</p>	
	<b>Teacher five-year trained</b>	<p>Means a teacher:</p> <p>Who has completed an undergraduate degree or a degree in education that requires four years of full-time study at an Australian university, and a postgraduate degree requiring at least one year of full-time study at an Australian university or the equivalent as determined by the National Office of Overseas Skills Recognition, or the equivalent, as determined by the relevant state Institute of Teaching.</p>
	<b>Teacher four-year trained</b>	<p>Means a teacher:</p> <ul style="list-style-type: none"> <li>• Who has completed an undergraduate degree and a graduate diploma in education, which requires a total of four years of full-time study at an Australian university, or the equivalent as determined by the National Office of Overseas Skills Recognition, or the equivalent, as determined by the relevant state Institute of Teaching; or</li> <li>• Who has completed a degree in education that requires four years of full-time study at an Australian university, or the equivalent as determined by the National Office of Overseas Skills Recognition, or the equivalent, as determined by the relevant state Institute of Teaching.</li> </ul>
	<b>Teacher face-to-face teaching</b>	<p>Means regular rostered academic teaching sessions in a documented course of study (approved by either the Company Board, Executive Management or State Regulatory Authority – Curriculum and Assessment Authority), only for which course the teachers have prime and direct responsibility for planning, instruction, assessment and reporting.</p>

	<p><b>Teacher face-to-face teaching</b></p> <p><i>Continued...</i></p>	<p>The following are not considered to be components of Face-to-Face Teaching:</p> <ul style="list-style-type: none"> <li>• Employee Commencement Days</li> <li>• Co-Curricular Programs</li> <li>• Cover of Classes (as required for operational reasons)</li> <li>• Supervision duties, which include: Yard duty, Detentions, Study Room and Library, Specialist Programs, Internal Examinations, other as required</li> <li>• Employee professional development</li> <li>• Employee meetings which include: Employee Briefings, curriculum/coursework meetings and year level meetings</li> <li>• Whole School, Year Level and community events such as student graduation events</li> <li>• Parent/Student/Teacher interviews and information evenings</li> <li>• Camps</li> <li>• Open days</li> </ul>
	<p><b>Teacher School Year</b></p>	<p>Means the period of 12 months commencing from the day Teachers are required to attend the Company for the new calendar year, as determined by the Company, and includes Term weeks and Non-term weeks. Whilst the specific dates of the School year is a matter for the Company to determine, the key consideration in determining the School year will be the State Government’s school year.</p>
	<p><b>Teacher Term Weeks</b></p>	<p>Means the weeks, or part thereof, in the Teacher School Year that students are required to attend school and designated student free days as set out in the school calendar of the Company.</p>
	<p><b>School Service Date</b></p>	<p>Means the usual commencement date of employment at an Indie School for Teachers who are to commence teaching on the first day of the first Teacher Term Week in the Company Teacher School Year.</p>

#### 4. Coverage

- 4.1 This Agreement covers:
- (a) the Company;
  - (b) Teachers; and
  - (c) General Employees, as defined in cl.3 (Definitions).
- 4.2 This Agreement does not cover:
- (a) Executive Managers appointed at Level 19 and above (Classifications); and
  - (b) Supported Employees (adults with a disability) as part of the NDIS funded Business Services of the Aware support programs.

#### 5. Relationship to Awards

This Agreement operates to the complete exclusion of all Awards which would otherwise apply to Employees covered by this Agreement including but not limited to the *Educational Services (Schools) General Staff Award 2020*, *Educational Services (Post-Secondary Education) Award 2020* and the *Educational Services (Teachers) Award 2020*, including successor Awards.

#### 6. No extra claims

The Company and Employees agree that the salary increases and other improvements in conditions of employment provided for by this Agreement are in settlement of all existing claims made by the Company and the Employees, and that no further claims will be made prior to the nominal expiry date as set out in cl.2.2.

#### 7. The National Employment Standards

- 7.1 The National Employment Standards (NES) as contained in Part 2-2 of the Act are the minimum entitlements to which an Employee covered by this Agreement is entitled. This Agreement may provide ancillary or supplementary terms in respect of the NES.
- 7.2 This Agreement provides enterprise specific detail where it deals with a matter provided for in the NES.

#### 8. Individual flexibility arrangements

- 8.1 The Company and an Employee(s) covered by this Agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the Agreement if:
- (a) the Agreement deals with one or more of the following matters:
    - (i) arrangements about when work is performed; and
    - (ii) allowances;
  - (b) the arrangement meets the genuine needs of the Company and Employee in relation to one or more of the matters mentioned in paragraph 8.1(a);
  - (c) the employer and the employee must genuinely agree, without duress or coercion to any variation of an award provided for by an agreement.
  - (d) an agreement under this clause can only be entered into after the individual Employee has commenced employment with the Company.

- 8.2 The Company must ensure that the terms of the individual flexibility arrangement:
- (a) are about permitted matters under s.172 of the Act; and
  - (b) are not unlawful terms under s.194 of the Act; and
  - (c) result in the Employee being Better Off Overall Test at the time the agreement is made than the Employee would be if no arrangement was made.
- 8.3 The Company must ensure that the individual flexibility arrangement:
- (a) is in writing; and
  - (b) includes the name of the Company and Employee; and
  - (c) is signed by the Company and Employee and if the Employee is under 18 years of age, signed by a parent or guardian of the Employee; and
  - (d) includes details of:
    - (i) the terms of the Agreement that will be varied by the arrangement; and
    - (ii) how the arrangement will vary the effect of the terms; and
    - (iii) how the Employee will be Better Off Overall Test in relation to the terms and conditions of their employment as a result of the arrangement; and
    - (iv) states the day on which the arrangement commences.
- 8.4 The Company must keep the agreement as a time and wages record and give a copy to the employee within 14 days after it is agreed.
- 8.5 The Company or Employee may terminate the individual flexibility arrangement:
- (a) by giving 28 days' written notice to the other party to the arrangement; or
  - (b) if the Company and Employee agree in writing – at any time.

Note: If any of the requirements of s.144(4), which are reflected in the requirements of this clause are not met, then the agreement may be terminated by either the Company or the Employee, giving written notice of not more than 18 days (see s.145 of the *Fair Work Act 2009* (Cth)).

## 9. Requests for flexible working arrangements

Requests for flexible working arrangements is provided for in the NES.

## Part 2 – Consultation and Dispute Resolution

### 10. Consultation about major workplace change

- 10.1 If the Company 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 Company 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.
- 10.2 For the purposes of the discussion under cl.10.1(b), the Company 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 affect on Employees; and
  - (c) any other matters likely to affect Employees.
- 10.3 Clause 10.2 does not require the Company to disclose any confidential information if its disclosure would be contrary to the Company's interests.
- 10.4 If:
- (a) an affected Employee appoints, or affected Employees appoint, a representative for the purposes of consultation, and
  - (b) the Employee or Employees advise the Company of the identity of the representative,
- the Company must recognise the representative.
- 10.5 The Company must promptly consider any matters raised by the Employees or their representatives about the changes in the course of the discussion under cl.10.1(b).
- 10.6 In this clause, significant effects, on Employees, includes any of the following:
- (a) termination of the employment; or
  - (b) major changes in the composition, operation or size of the Company's workforce or to the skills required; or
  - (c) the 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.
- 10.7 If a clause in this Agreement makes provision for alteration of any of the matters defined at cl.10.6, such alteration is taken not to have significant effect.



## 11. Consultation about changes to rosters or ordinary hours of work

- 11.1 This clause applies if the Company 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.
- 11.2 The Company must consult with any Employees affected by the proposed change and their representatives (if any).
- 11.3 For the purpose of the consultation, the Company must:
- (a) provide to the Employees and representatives mentioned in cl.11.2 information about the proposed changes (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.
- 11.4 If:
- (a) an affected Employee appoints, or affected Employees appoint, a representative for the purposes of consultation; and
  - (b) the Employee or Employees advise the Company of the identity of the representative;
- the Company must recognise the representative.
- 11.5 The Company must consider any views given under cl.11.3(b).
- 11.6 For the purposes of this clause, the Company's educational timetable in respect of academic classes and student activities, which:
- (a) may operate on a term, semester or a school year basis, and
  - (b) ordinarily changes between one period of operation and the next, and
  - (c) may change during the period of operation,
- is not a regular roster.
- 11.7 However, where a change to the Company's educational timetable directly results in a change:
- (a) to the number of ordinary hours of work of an Employee, or
  - (b) to the spread of hours over which the Employee's ordinary hours are required to be worked, or
  - (c) to the days over which the Employee is required to work, cl.11.2 to 11.5 will apply.

## 12. Dispute resolution

- 12.1 All grievances, claims or disputes in relation to matters arising under this Agreement or the NES shall be dealt within the following manner. An Employee who is a party to a dispute may appoint a representative for the purposes of the procedures of this clause.
- (a) Any grievance or dispute which arises shall, where possible, be settled by discussion between the Employee and the Employee's representative, and Executive Management or Executive Management's nominee.
  - (b) Should the matter not be resolved, it may be referred by either party to the FWC, or any person agreed between the parties, for conciliation.
  - (c) During the conciliation the FWC may:
    - (i) arrange conferences of the parties or their representatives at which the Commissioner is present;
    - (ii) require the attendance of the parties or their representatives;
    - (iii) arrange for the parties or their representatives to confer among themselves at conferences at which the Commission Member is not present; and
    - (iv) if requested by a party, make non-binding recommendations to settle the dispute. Such recommendation shall not be binding on the parties to the dispute and shall not affect any other remedies the party may have in relation to the dispute.
  - (d) In the event that the process outlined in cl.12.1(c) does not resolve the dispute, either party may ask the FWC to arbitrate the dispute and make a determination that is binding on the parties.

Note: If the FWC arbitrates the dispute, it may also use the powers that are available to it under the Act. A decision that the FWC makes when arbitrating a dispute is a decision for the purpose of Div 3 of Part 5 of the Act. Therefore, an appeal may be made against the decision.

- (e) An Employee who is a party to a dispute must, while the dispute is being resolved:
  - (i) continue to work in accordance with their contract of employment, unless the Employee has a reasonable concern about an imminent risk to their health or safety; and
  - (ii) comply with any reasonable direction given by the Company to perform other available work, either at the same workplace or at another workplace.
- (f) In directing an Employee to perform other available work, the Company must have regard to:
  - (i) the provisions (if any) of the law of the Commonwealth or of a State or Territory dealing with occupational health and safety that apply to that Employee or that other work; and
  - (ii) whether that work is appropriate for the Employee to perform.

### 13. Public holidays

#### 13.1 NES

Public holidays are as provided in the NES except where this Agreement provides ancillary or supplementary terms.

An Employee is entitled to their respective State's public holidays for the State within which they work (refer Schedule D).

#### Payment for work on a public holiday

An Employee required to work on a public holiday will be paid at the rate of 250% for ordinary hours performed, unless the Company and the Employee have agreed to the Employee taking a day off instead of payment in which case the Employee will be paid at the ordinary time rate for work on the public holiday.

#### 13.2 Substitution of public holidays

- (a) By agreement between the Company and an individual Employee, an alternate day may be taken as a public holiday in lieu of any of the days specified by the NES.
- (b) By agreement between the Company and An individual Employee, an alternate day may be taken as a public holiday in the workplace in lieu of any of the days specified by the NES or respective State Governments.
- (c) The agreement made pursuant to cl.13.2(a) or (b) will be recorded in writing and made available to the affected Employee/s.
- (d) Where substitution is agreed, the substituted day will be the public holiday for all purposes of this Agreement.

### 14. Payment of salary

Salary will be paid by credit transfer to the Employee's nominated financial institution account on a fortnightly basis.

### 15. Remuneration packaging

15.1 Upon receiving a written election for a remuneration packaging arrangement from the Employee and provided there is no additional cost to the Company, the Company is prepared to offer the Employee the opportunity to receive part of the Employee's remuneration in the form of non-cash benefits in line with legislation and Australian Taxation Office rulings until otherwise advised.

15.2 Any arrangement between the Company and the Employee in relation to remuneration packaging will be entered into by way of a subsidiary written agreement varying the Employee's conditions of employment.

## 16. Superannuation

### 16.1 Superannuation legislation

Anything within 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), that deals with the superannuation rights and obligations of Employers and Employees, will apply.

Under superannuation legislation, individual Employees have the opportunity to choose their own superannuation fund. The default fund is NGS Super.

### 16.2 Voluntary employee contributions

(a) Subject to the governing rules of the relevant superannuation fund, an employee may, in writing, authorise the Company 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 Company makes the superannuation contributions provided for.

(b) An employee may adjust the amount the Company has authorised to pay from the wages of the employee from the first of the month following the giving of three months' written notice.

(c) The employer must pay the amount authorised no later than 28 days after the end of the month in which the deduction was authorised.

## 17. Accident pay

### 17.1 Entitlement

Where an Employee has an accepted claim and becomes entitled to compensation payments under the WIRC Act, the Company will pay the Employee accident make-up pay being an amount equivalent to the difference between:

- (a) The workers compensation payment paid by the employers' workers compensation insurer, and the employee's 'pre-injury average weekly earnings'.
- (b) Subject to this clause, accident make-up pay will only be paid for a maximum of 26 weeks, inclusive of school holidays, in respect of the same injury.

### 17.2 Accident make-up pay not payable

Accident make-up pay will not be payable:

- (a) if the Employee is on any form of paid leave; or
- (b) where the incapacity arises from an industrial disease contracted by a gradual process and, at the time of the incapacity, the Employee had been employed for less than four weeks.

### 17.3 Eligibility for accident make-up pay

In order for an Employee to be eligible for accident make-up pay in accordance with clause 17:

- (a) the Employee must have an accepted claim as advised to the Employer by the insurer,
- (b) the Employee must attend medical examinations by a registered health practitioner, as required by the Insurer in accordance with the relevant Act; and

- (c) the Employee must authorise the Employer to obtain any information concerning the injury or compensation payable with respect to the injury from the insurance company that is liable to pay such compensation.

#### 17.4 Accident make-up pay ceases

An Employee will cease to be entitled to accident make-up pay if any of the following occur:

- (a) The employee stops receiving compensation payments under the WIRC Act;
- (b) there is a redemption by the Employee of weekly compensation payments by the payment of a lump sum benefit under the WIRC Act;
- (c) the Employee's employment with the Employer is terminated due to serious misconduct by the Employee;
- (d) the Employee resigns; or
- (e) the Employee dies.

### 18. Vehicle allowance

18.1 An Employee required by the Company to use the Employee's motor vehicle in the performance of duties must be paid the following allowances:

- (a) Motor car - \$0.80 per kilometre with a maximum payment up to 400 kilometres per week.
- (b) Motorcycle - \$0.27 per kilometre with a maximum payment up to 400 kilometres per week.

18.2 Travelling and other out of pocket expenses reasonably incurred by an Employee in the course of their duties and authorised in advance, shall be reimbursed by the Company.

18.3 Where the Company provides a motor vehicle as a discretionary benefit, the Company will pay all expenses for that vehicle including registration, leasing, insurances, running and maintenance costs.

18.4 The vehicle allowance (cl. 18.1) does not apply to positions with employment agreements providing an 'annualised vehicle allowance amount' paid fortnightly as part of the Employees remuneration.

### 19. Camp allowance

An Employee required to attend an overnight Company camp or excursion will be paid an allowance of \$120 per night. Whilst hours an Employee may spend at camp form part of the ordinary hours of work of an Employee averaged over a 12 month period, the camp allowance acknowledges the inconvenience that attending a camp may cause.

## Part 3 – Employment conditions

### 20. Minimum employment period

- 20.1 An Employee's employment is contingent upon the satisfactory completion of a minimum employment period of six months, as defined by the Act.
- 20.2 If the Company is to terminate the employment of an Employee during the minimum employment period, then the Company does not need to comply with any performance or conduct management policies or procedures in place.

### 21. Types of employment

#### 21.1 Employment Categories

An Employee will be employed in one of the following categories:

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

#### 21.2 Terms of engagement

- (a) On appointment, the Company will provide the Employee (other than a casual Employee) with a letter of engagement stating:
  - (i) the classification and rate of salary applicable on commencement; and
  - (ii) the Employee's face-to-face teaching load (as applicable for teaching staff); and
  - (iii) details of any Employee's extra-curricular commitment; and
  - (iv) an outline of superannuation benefits available to the Employee.
- (b) For a part-time Employee, the letter of engagement will include the Employee's teaching load (if applicable for teaching staff) expressed as a percentage of a full-time load in the Company and that the Employee's extracurricular commitment will generally be, on balance, in the same proportion to their teaching load as that of a full-time Employee.
- (c) Where the Company engages the Employee on a fixed-term basis, the letter of engagement will state the reason the employment is fixed-term, the date of commencement and the period of the employment.

#### 21.3 Full-time employment

A full-time Teacher is engaged to work an average of 38 ordinary hours per week, with the hours of work averaged over 12 months.

A full-time General Employee is engaged to work 38 hours per week or an average of 38 hours per week as per cl. 31 (ordinary Hours of Work).

#### 21.4 Part-time employment

- (a) A part-time Employee is engaged to work on a regular basis for not more than 90% of the hours of a full-time Employee in the Company.
- (b) Where the Company requires a part-time Employee to work more than 90% of the hours of a full-time Employee, the Employee will be considered full-time and remunerated accordingly.
- (c) Where the Employee requests to work more than 90% of the hours of a full-time Employee, the Employee will be considered part-time and paid for the actual hours worked.
- (d) A part-time Employee will be paid pro rata of the rate that the Employee would be entitled to receive as a full-time Employee and is entitled to all entitlements on a pro rata basis as specified in cl.21.3.
- (e) The pro rata annual Teacher salary is calculated using the following formula. For the purpose of this formula, a full-time Teacher's face-to-face teaching hours are deemed to be (25) hours secondary (typically 5 hours per day by 5 days per week):  
$$\frac{\text{Hours of face-to-face teaching} \times \text{Annual Salary}}{\text{Hours of full-time teacher's face-to-face teaching}}$$
- (f) A part-time Teacher will undertake a proportionate number of other duties normally expected of a full-time Teacher.
- (g) Teaching load and days of attendance may be varied by mutual consent between the Company and the Teacher at any time.
- (h) The Company may vary the teaching load or days of attendance, where such a variation is required as a result of a change in funding, enrolment or curriculum, by providing seven term weeks' notice in writing, or where the change would result in a reduction in salary, the salary is maintained for a period of seven term weeks.

#### 21.5 Casual employment

- (a) Casual employment means employment on a day-to-day basis:
  - (i) for a period of not less than two hours for each engagement and not more than four consecutive weeks, or
  - (ii) for up to one full Company school term, by agreement between the Company and the Employee.
- (b) The rates of pay for a casual Employee are contained in Schedule B (Employee Salaries) plus 25%.
- (c) A casual Employee is not entitled to any of the following benefits under this Agreement:
  - (i) notice of termination of employment;
  - (ii) redundancy;
  - (iii) remuneration packaging;
  - (iv) annual leave;
  - (v) annual leave loading;
  - (vi) paid public holidays;
  - (vii) paid personal/carer's leave;
  - (viii) paid compassionate leave;
  - (ix) paid family and domestic violence leave;
  - (x) paid parental leave;
  - (xi) pro rata payment of salary inclusive of annual leave;
  - (xii) infectious diseases leave;
  - (xiii) examination leave and study assistance;
  - (xiv) military reserve leave; and
  - (xv) qualification conferral leave.
- (d) Casual conversion – The right for casual employees to become permanent employees is provided for in the NES.

## 21.6 Fixed-term employment

- (a) An Employee may be employed for a fixed period of time of up to 12 months to:
  - (i) undertake a specified project for which funding has been made available;
  - (ii) undertake a specified task which has a limited period of operation; or
  - (iii) replace an Employee who is on leave, performing other duties temporarily or whose employment has terminated. Provided that where the replacement arrangement extends beyond 12 months, the fixed term employment may be extended by a further period to cover the absence.
- (b) A fixed-term Employee is not entitled to any of the following benefits under this Agreement:
  - (i) redundancy, unless the contract of employment is terminated for the reason for redundancy after the Employee has provided continuous service for not less than 12 months;
  - (ii) examination leave and study assistance;
  - (iii) qualification conferral leave; and
  - (iv) military service leave.

## 22. Classifications

The Company will classify an Employee in accordance with Schedule A (Classifications).

### 22.1 Teacher recognition of previous service

- (a) On appointment, a Teacher will be classified and placed on the appropriate level (level 10-18) on the salary scale in Schedule B (Salaries), according to qualifications and teaching experience. Teaching experience does not include employment as a teacher in a TAFE program (unless the Teacher is employed to teach a Vocational and Educational Training (VET) program) or as a teacher in an English Language School.
- (b) In the case of a casual Teacher, the equivalent of a full-time year of teaching service is 200 full casual days in Australian schools.

### 22.2 Teacher progression

- (a) A Teacher who is two year trained will commence on Level 10 of the salary scale in Schedule B (Salaries) and progress according to normal years of service to Level 18 of the scale.
- (b) A Teacher who is three year trained will commence on Level 11 of the salary scale in Schedule B (Salaries) and progress according to normal years of service to Level 18 of the scale.
- (c) A Teacher who is four year trained will commence on Level 12 of the salary scale in Schedule B (Salaries) and progress according to normal years of service to Level 18 of the scale.
- (d) A Teacher who is five year trained will commence on Level 13 of the salary scale in Schedule B (Salaries) and progress according to normal years of service to Level 18 of the scale.
- (e) A part-time Teacher employed at more than 50% of a full-time teaching load will progress to the next level 10-18 on the salary scale. A part-time Teacher employed at 50% or less of a full-time teaching load will remain at the level on the salary scale for 24 months before progressing to the next level 10-18 on the salary scale.



### 22.3 Teachers and General Employees - Evidence of qualifications

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

## 23. Salary

- 23.1 The minimum rate of pay for a full-time Employee is provided by Schedule B (Salaries).
- 23.2 Salaries in Schedule B, are applied and commence from the first full pay period on or after 1 February of each year.
- 23.3 General Employee positions subject to 'years of service'. Progression will occur within the month of original appointment for the occupational equivalent as listed in this agreement.

## 24. Allowances

Schedule C (Allowances) specifies the allowances available under this Agreement.

## 25. Higher duties – General Employees

### 25.1 Company direction

The Company may direct and approve a General Employee to temporarily perform duties applicable to a classification higher than their current classification.

### 25.2 Entitlement – More than five days

Where the General Employee is approved to perform such duties for more than five (5) days that constitute the whole or substantially the whole type of duties which would attract the higher classification, the General Employee will be paid the rate of pay applicable to the higher classification for the whole pay period during which the duties are performed.

### 25.3 Base rate of pay

For the purposes of the NES, the base rate of pay of a General Employee receiving an annual salary under this clause comprises the portion of the annual salary equivalent to the relevant rate of pay in Schedule B and excludes any incentive-based payments, bonuses, loadings, monetary allowances, overtime and penalties.

## 26. Penalty rates – General Employees

### 26.1 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 cl.31.4;
- (b) afternoon shift is a shift which is not a day shift and which finishes after the ordinary hours identified in cl.31.5, and at or before midnight.

### 26.2 Payment for shift work

- (a) A General Employee working an afternoon shift will be paid 115% of the minimum hourly rate.

### 26.3 Saturday and Sunday work

- (a) A General Employee required to work ordinary hours 7am – 6pm 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.

### 26.4 Application of highest single penalty or overtime rate

The penalty rates within cl.26.2 (Payment for shift work) relating to afternoon shifts, and cl.26.3 (Saturday and Sunday work) and in cl.27 (Overtime) are not cumulative. Where a General Employee is entitled to more than one penalty or overtime rate, the General Employee will be entitled to the highest single penalty rate.

## 27. Overtime – General Employees

### 27.1 Definition of overtime

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

### 27.2 Overtime rates

- (a) Where a General Employee works overtime, the Company must pay the General Employee overtime rates as follows:

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

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

- (b) Overtime will be calculated daily.

27.3 Reasonable additional hours – part-time General Employees

- (a) The Company may require a part-time General Employee to work reasonable additional hours in accordance with this clause.
- (b) The General Employee will be paid for all additional hours at the applicable casual hourly rate of pay for all hours worked that:
  - (i) fall within the applicable daily spread of hours in cl.31.4;
  - (ii) do not result in the General Employee working more than eight hours on that day; and
  - (iii) do not result in the General Employee whose hours are averaged working more than the allowed maximum weekly ordinary hours during the averaging period.
- (c) The General Employee will be paid for all additional hours at the applicable overtime rate in cl.27.2 (Overtime rates) for all hours worked that:
  - (i) are outside the applicable daily spread of hours in cl.31.4; and
  - (ii) result in the General Employee working more than eight hours on that day; or
  - (iii) result in the General Employee whose hours are averaged, working more than the allowed maximum weekly ordinary hours during the averaging period.
- (d) Where additional hours are worked on a day the General Employee is already attending for work, the minimum casual engagement of two hours will not apply, unless the additional hours do not a but the rostered workday in which instance the minimum engagement of 2 hours shall apply.
- (e) Additional hours worked by a part-time General Employee in accordance with this clause do not accrue leave entitlements under this Agreement or the NES.

27.4 Time off instead of payment for overtime

- (a) A General Employee and the Company may agree in writing to the General Employee taking time off instead of being paid for a particular amount of overtime that has been worked by the General Employee.
- (b) Any amount of overtime that has been worked by a General Employee in a particular pay period and that is to be taken as time off instead of the General Employee being paid for it must be the subject of a separate agreement under cl.28.
- (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 Company and the General Employee agree that the General Employee may take time off instead of being paid for the overtime;
  - (iii) that, if the General Employee requests at any time, the Company must pay the General 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 cl.28 must be made in the next pay period following the request.
- (d) The period of time off that a General Employee is entitled to take is the same as the number of overtime hours worked.
- (e) Time off must be taken:
  - (i) within the period of six months after the overtime is worked; and
  - (ii) at a time or times within that period of six months agreed by the General Employee and the Company.

- (f) If the General Employee requests at any time, to be paid for overtime covered by an agreement under this clause but not taken as time off, the Company must pay the General Employee for the overtime, in the next pay period following the request, at the overtime rate applicable to the overtime when worked.
- (g) If the time off for overtime that has been worked is not taken within the period of six months, the Company:
  - (i) must pay the General Employee for the overtime, in the next pay period following those six months, at the overtime rate applicable to the overtime when worked.
- (h) The Company must keep a copy of any agreement under cl.28 as an employee record.
- (i) The Company will not exert undue influence or undue pressure on a General Employee in relation to a decision by the General Employee to make, or not make, an agreement to take time off instead of payment for overtime.
- (j) A General Employee may, under s.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 Company and the General Employee, instead of being paid for overtime worked by the General Employee. If the Company agrees to the request a separate written agreement will be required for overtime that has been worked.

Note: If a General Employee makes a request under s.65 of the Act for a change in working arrangements, the Company may only refuse that request on reasonable business grounds (see s.65(5) of the Act).

- (k) If, on the termination of the General Employee’s employment, time off for overtime worked by the General Employee which cl.27.4 applies has not been taken, the Company must pay the General Employee for the overtime at the overtime rate applicable to the overtime when worked.

Note: Under s.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.

#### 27.5 Make-up time

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

## 28. Annualised salaries – General Employees

### 28.1 Applying an annual salary

The Company may pay a General Employee an annual salary in satisfaction of any or all of the following provisions of the Agreement:

- (a) cl.23 (Salary) and Schedule B;
- (b) cl.24 (Allowances) and Schedule C;
- (c) cl.26 (Penalty rates) and cl.27 (Overtime); and
- (d) cl.35.2 (Payment for annual leave loading).

## 28.2 Advice of annualised salary

Where an annualised salary is paid, the company must advise the General Employee in writing of the annualised salary that is payable and which of the provisions of this Agreement will be satisfied by payment of the annualised salary.

## 28.3 Annualised salary not to disadvantage General Employees

- (a) The annual salary must be not less than the amount the General Employee would have received under Schedule B for the work performed over the year for which the salary is paid (or if the employment ceases earlier over such lesser period as has been worked).
- (b) The annualised salary of the General Employee must be reviewed by the Company at least every three months to ensure that the compensation is appropriate having regard to the Agreement provisions which are satisfied by the payment of the annualised salary. An underpayment of salary will be rectified in the next pay period.

## 29. Termination of employment

### 29.1 NES notice of termination by the Company of a General Employee or notice of termination by a General Employee to the Company

Notice of termination by either the Company or a General Employee is provided for in the NES.

### 29.2 Notice of termination by the Company – Teachers

The employment of a Teacher (other than a casual Teacher) will not be terminated without at least seven term weeks' notice. The payment of seven weeks' salary instead of notice or part notice and part payment instead of notice, provided that the total weeks' notice and weeks' payment instead, equals seven weeks.

### 29.3 Notice of termination by a Teacher

The notice of termination required to be given by a Teacher is the same as that required of the Company.

### 29.4 Job search entitlement

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

### 29.5 Statement of service

Upon the termination of employment of an Employee, the Company will provide upon the request of the Employee, a statement of service setting out:

- (a) the commencement and cessation dates of employment; and
- (b) for a casual Employee, the number of days of duty worked by the Employee during the period of engagement.

### 30. Redundancy – All Employees

30.1 Redundancy pay is provided for in the NES.

The following redundancy pay scale will apply instead of the provisions in the NES:

30.2 If the Employee is under 45 years of age when made redundant, redundancy pay will be in accordance with the following scale:

Period of Continuous Service	Redundancy Pay
Less than 1 year	Nil
1 year and less than 2 years	4 weeks
2 years and less than 3 years	7 weeks
3 years and less than 4 years	10 weeks
4 years and less than 5 years	12 weeks
5 years and less than 6 years	14 weeks
6 years and less than 8 years	18 weeks
8 years and more	20 weeks

30.3 If the Employee is 45 years of age or over when made redundant, redundancy pay will be in accordance with the following scale:

Period of Continuous Service	Redundancy Pay
Less than 1 year	Nil
1 year and less than 2 years	5 weeks
2 years and less than 3 years	8.75 weeks
3 years and less than 4 years	12.5 weeks
4 years and less than 5 years	15 weeks
5 years and less than 6 years	17.5 weeks
6 years and less than 8 years	22.5 weeks
8 years and more	25 weeks

30.4 Transfer to lower paid duties

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

### 30.5 Employee leaving during notice period

An Employee given notice of termination in circumstances of redundancy may terminate their employment during the NES period of notice. The Employee is entitled to receive the benefits and payments they would have received under this clause had they remained in employment until the expiry of the notice, but is not entitled to payment instead of notice.

### 30.6 Job search entitlement

- (a) An Employee given notice of termination in circumstances of redundancy must be allowed up to one day's time off without loss of pay during each week of NES notice for the purpose of seeking other employment.
- (b) At the request of the Company, the Employee must produce proof of attendance at an interview.

### 30.7 Part-time Employees

If a part-time Employee's hours are reduced, without their consent, by more than 25%, then the Employee will be entitled to the provisions of this clause.

## 31. Ordinary hours of work

### 31.1 Application

This clause provides for enterprise specific detail and supplements the NES that deals with maximum weekly hours.

### 31.2 Averaging the hours of work

Notwithstanding the NES, and due to the operational requirements of the Company, the ordinary hours of a Teacher may be averaged over a 12-month period, which is usually the Company year.

### 31.3 Teacher arrangements for the ordinary hours of work

- (a) The ordinary hours of work for a Teacher during Teacher Term Weeks are variable. In return, a Teacher is not generally required to attend during periods when the students are not present, subject to the needs of the Company with regard to professional development, student-free days and other activities requiring the Teacher's attendance.
- (b) The maximum number of days that the Teacher will be required to attend during Term weeks and Non-term weeks will be 195 in each School year.
- (c) The following circumstances are not included when calculating the 195 attendance days in the ordinary hours of work for a Teacher:
  - (i) co-curricular activities that are conducted on a weekend;
  - (ii) school-related overseas and interstate trips, conferences and similar activities undertaken by mutual consent during Non-term weeks;
  - (iii) when the Teacher appointed to a leadership position is performing duties in Non-term weeks that are directly associated with the leadership position; and

- (iv) exceptional circumstances, such as the requirement to provide pastoral care to students in the event of a tragedy in the School community, in which a Teacher may be recalled to perform duties relating to their position.
- (d) Generally, the Company will provide written notice of the Teacher Term Weeks and days in Non-term weeks on which the Teachers are required to attend, six months in advance of the requirement to attend.

#### 31.4 Arrangements for the ordinary hours of work - General Employees

The ordinary hours of work for General Employees will be worked on no more than five days in any seven days and may be worked on any day from Monday to Friday between 7.00am and 6.00pm. The NES provides the maximum weekly hours for an employee as 38 hours per week, plus reasonable additional hours.

#### 31.5 Ordinary hours for shift work – General Employees

Shift workers - The following definitions will apply:

- (a) afternoon shift means any shift finishing after 7.00 pm and at or before midnight;
- (b) night shift means any shift finishing after midnight, and at or before 7.00 am; and
- (c) permanent night shift means a night shift which does not rotate with another shift or shifts or day work and which continues for a period of not less than 4 consecutive weeks.
- (d) The ordinary hours for shift work will:
  - (i) be worked continuously each shift (except for broken shifts and meal breaks);
  - (ii) not exceed 10 hours, inclusive of a meal break in any single shift; and
  - (iii) be rostered in accordance with cl.31.6.

A paid meal break for shift workers (being employees who work a shift approved and within the requirements of clause 31.5) of at least 20 minutes must be allowed no later than 5 hours after the starting time of each shift.

#### 31.6 Rostering

- (a) For General Employees working to a roster, a roster showing normal starting and finishing times and the name of each General Employee will be prepared by the Company and will be displayed in a place conveniently accessible to the General Employees at least seven days before the commencement of the roster period.
- (b) A General Employee may be rostered to work on a Saturday, Sunday or public holiday and will be paid the appropriate penalty rates (Schedule B).



### 31.7 Altering the roster

- (a) A roster may be altered by mutual consent at any time or by amendment of the roster by the Company on seven days' notice.
- (b) Despite cl.31.6, a roster may be altered at any time to enable the functions of the Company to be carried out where another General Employee is absent from work due to illness or in an emergency. In such circumstances, unless agreed between the Company and the General Employee, a General Employee must be given 48 hours' notice of a change to a rostered shift. If 48 hours' notice is not provided, the General Employee will be entitled to be paid 150% of the minimum hourly rate instead of any other penalty that may apply.
- (c) Where the alteration requires a General Employee to work on a day which would otherwise have been the General Employee's day off, the day off instead will be arranged by mutual consent.

### 31.8 Teacher Annual and Non-term weeks

The annual salary and any applicable allowances payable are paid in full satisfaction of a Teacher's entitlements for the Teacher School Year or a proportion of the Teacher School Year. The Teacher's absence from School during Non-term weeks is deemed to include their entitlement to annual leave.

### 31.9 Graduates and mentors

- (a) The full-time graduate Teacher will be released from duty six (6) days per annum in their first year of teaching. A part-time Teacher will be released on a proportionate basis. The timing of such release will be agreed between the Company and the graduate.
- (b) A Company-appointed mentor will be entitled to be released from duty for five (5) days per annum when they are assigned a full-time graduate. Where a mentor is appointed a part-time graduate, they will be released on a proportionate basis, based on the fraction of the graduate. The timing of such release will be agreed between the Company and the mentor.

## 32. Breaks

### 32.1 Entitlement

An Employee will be entitled to an unpaid meal break of not less than 30 consecutive minutes, which commences no later than five hours after the Employee commenced work on that day.

### 32.2 Rest break

- (a) An Employee is entitled to a rest break of 10 minutes for each period of 3 hours worked, with a maximum of 2 rest breaks per shift.
- (b) Where the Employee has an entitlement to 2 rest breaks, in place of the two 10 minute rest breaks:
  - (i) the Company and the Employee may agree to one rest break of 20 minutes; or
  - (ii) the Company may require one rest break of 20 minutes, where the Employee is engaged in classroom support services.
- (c) A rest break:
  - (i) will be counted as time worked;
  - (ii) will be taken at a time suitable to the Company; and
  - (iii) will not be taken adjacent to a meal break, unless the Employee and the Company agree.

## Part 4 – Leave

### 33. Annual Leave

#### 33.1 NES

Annual leave is as provided for by the NES except where this Agreement provides ancillary or supplementary terms.

#### 33.2 General Employees designated Company shutdown

- (i) The Company has designated during the Christmas Non-term weeks a shutdown period in which the operations of the Company are closed or operate at minimum staffing levels. A General Employee is required to take two (2) weeks of their annual leave during shutdown periods observed by the Company with the dates advised to all General Employees at least six (6) months in advance. Refer Schedule D.
- (ii) The Company and a General Employee may agree in writing to the General Employee taking a period of paid annual leave before the General Employee has accrued an entitlement to leave.

#### 33.3 Teacher timing of annual leave

A Teacher must take annual leave during Non-term weeks. Leave must generally be taken, in the case of a Teacher whose employment with the Company is continuing into the next school year in the four-week period immediately following the final Teacher Term Week of the current Teacher School Year, unless otherwise agreed with the Company.

#### 33.4 Teacher re-crediting of annual leave

A Teacher may only take annual leave re-credited in accordance with the NES during Non-term weeks.

### 34. Teacher pro rata payment of salary (inclusive of annual leave and leave loading)

#### 34.1 Entitlement

This clause provides enterprise specific detail (and incorporates the NES entitlement with respect to annual leave). A Teacher will be entitled on termination of employment to a payment calculated in accordance with this clause.

#### 34.2 Application

The provisions of this clause will apply:

- (a) in the calculation of payment in regard to pro rata salary where a Teacher's employment ceases; or
- (b) in the calculation of payment in regard to pro rata salary if:
  - (i) a Teacher commenced employment after the School Service Date;
  - (ii) a Teacher has taken leave without pay of more than two Teacher Term Weeks since the School Service Date; or
  - (iii) the hours which a Teacher has worked at the School have varied since the School Service Date.

34.3 Teachers who commence employment after the commencement of the Teacher School Year

A Teacher who commences employment after the usual date of commencement at the beginning of any Teacher School Year, will be paid from the date the Teacher commences, provided the Teacher must be paid an amount calculated pursuant to this clause at the end of the Teacher School Year and will not receive any salary or other payment until the commencement of the next Teacher School Year.

34.4 Teachers who take approved leave without pay

Where a Teacher takes approved leave without pay for a period which (in total) exceeds more than two Teacher Term Weeks in any year, the Teacher will be paid an amount calculated in accordance with this clause as follows:

- (a) if the leave without pay commences and concludes in the same Teacher School Year, the payment will be calculated and made at the conclusion of the last school term or final semester in that year; and
- (b) if the leave without pay is to conclude in a Teacher School Year following the Teacher School Year in which the leave commenced:
  - (i) at the commencement of the leave, a payment will be calculated and made in respect of the Teacher School Year in which the leave commences; or
  - (ii) at the end of the last school term or final semester in that year in which the leave concludes, a payment will be calculated and made in respect of that Teacher School Year.

If the Teacher returns early from leave any payment under this clause will be taken into account in calculating the amount owed to the Teacher at the end of the Teacher School Year.

34.5 Calculation of payments

For the purpose of this clause:

- (a) any period of paid birth-related or adoption-related leave is not included in the calculation of 's' or 'd' in this formula below.

$$P = \frac{s \times c}{b} - d$$

where

- P is the payment due
- s is the total salary paid in respect of Teacher Term Weeks worked, or part thereof, since the School Service Date or the date of employment in circumstances where the Teacher has been employed by the Company since the School Service Date
- b is the number of Teacher Term Weeks, or part thereof in the Teacher School Year
- c is the number of Non-term weeks, or part thereof, in the Teacher School Year
- d is the salary paid in respect of Non-term weeks (or part thereof) in the Teacher School Year that have occurred since the School Service Date or date of employment in circumstances where the Teacher commenced employment after the School Service Date

#### 34.6 Purpose of formula

The formula in cl.34.5 is intended to be used to calculate the pro rata salary inclusive of annual leave owing to a Teacher in respect of the Teacher School Year, in which the formula is applied.

### 35. Annual leave loading

#### 35.1 NES

This clause provides for enterprise specific detail and supplements the NES that deals with annual leave.

#### 35.2 Entitlement

- (i) All Employees (other than Casuals) of the Company are entitled to annual leave loading of 17.5% on four weeks' annual leave. The loading will normally be paid in each salary payment throughout the year by increasing the annual rate of pay by 1.4%. Schedule B as shown, salaries have 1.4% included.

### 36. Community service leave

#### 36.1 NES

Community service leave is as provided for in the NES except where this Agreement provides ancillary or supplementary terms.

#### 36.2 Jury service leave

- (a) An Employee who is required to appear and/or serve as a juror will be entitled to be granted leave for the period during which attendance at court is required.
- (b) An Employee must notify the Company as soon as possible of the date upon which the Employee is required to attend for jury service.
- (c) An Employee must provide the Company with written proof of the requirement to attend for jury service and an estimate of the duration of the absence from duty.
- (d) The Employee must inform the Company immediately of any change to the known period of absence and provide the Company with written proof of the payments made by the Court Authorities with respect to jury service.
- (e) Subject to cl.36.2(b), (c) and (d), the Company will reimburse an Employee granted leave pursuant to cl.36.2(a) an amount equal to the difference between the amount paid in respect of the Employee's attendance for such jury service and the amount of salary the Employee would have received had the Employee not been on jury service.

### 37. Compassionate leave

#### 37.1 Entitlement

Compassionate leave is as provided for in the NES except where this Agreement provides ancillary or supplementary terms.

#### 37.2 Accessing leave

An Employee may take:

- (a) up to three (3) days' paid leave per occasion when a member of the Employee's immediate family or household dies; or
- (b) up to two (2) day's paid leave per occasion when a member of the Employee's immediate family or household contracts or develops a personal injury or illness that poses a serious threat to life.

#### 37.3 Taking leave

Compassionate leave may be taken in a single unbroken period or in separate periods of one day each or as agreed by the Company and the Employee.

#### 37.4 Evidence

The Employee is entitled to compassionate leave only if the Employee gives the Company any evidence that the Company reasonably requires of the illness, injury or death.

### 38. Examination leave and study assistance

An Employee will be granted leave with pay to attend compulsory examinations in an approved relevant course of study. The Company may provide study assistance to an Employee undertaking an Executive Manager approved course of study. An Employee will be granted leave without pay for the purpose of attending any compulsory residential school which is part of an approved relevant course of study.

### 39. Family and domestic violence leave

#### 39.1 NES

Unpaid family and domestic violence leave is as provided for in the NES except where this Agreement provides ancillary or supplementary terms.

#### 39.2 Definitions

- (a) In this clause:
  - family and domestic violence* means violent, threatening or other abusive behaviour by a family member of an Employee that seeks to coerce or control the Employee and that causes them harm or to be fearful.
  - family member* means:
    - (i) a spouse, de facto partner, child, parent, grandparent, grandchild or sibling of the Employee; or
    - (ii) a child, parent, grandparent, grandchild or sibling of a spouse or de facto partner of the Employee; or
    - (iii) a person related to the Employee according to Aboriginal or Torres Strait Islander kinship rules.
- (b) A reference to a spouse or de facto partner in the definition of ***family member*** in clause 39.2(a) includes a former spouse or de facto partner.

### 39.3 Entitlement to paid and unpaid leave

- (a) Each year, for the purpose of dealing with family and domestic violence, as follows:
  - (i) a full-time Employee is entitled to twenty (20) days of paid leave,
  - (ii) a part-time Employee is entitled to a total of twenty (20) days of leave comprising paid and unpaid leave. The paid leave entitlement is pro rata of twenty (20) days of paid leave based on the part-time Employee's ordinary hours of work,
  - (iii) a casual Employee is entitled to twenty (20) days of unpaid leave.
- (b) The entitlement in cl.39.3(a) to deal with family and domestic violence:
  - (i) is available in full at the start of each 12-month period of the Employee's employment; and
  - (ii) does not accumulate from year to year.

Note 1. A period of family and domestic violence leave may be less than a day by agreement between the Employee and the Company.

Note 2. The Company and the Employee may agree that the Employee may take more than twenty (20) days' family and domestic violence leave.

Note 3. If, during the period of operation of this Agreement, the NES is amended to provide paid and/or unpaid family and/or domestic violence leave, then the leave entitlement in cl.39.3(a) will be offset against the NES leave entitlement, should this not be prohibited by the NES.

### 39.4 Taking leave

An Employee may take leave under this clause to deal with family and domestic violence if the Employee:

- (a) is experiencing family and domestic violence; and
- (b) needs to do something to deal with the impact of the family and domestic violence and it is impractical for the Employee to do that thing outside their ordinary hours of work.

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

- (c) An Employee subjected to family violence is entitled to family violence leave for the purpose of:
  - (i) attending legal proceedings, counselling, appointments with a medical or legal practitioner;
  - (ii) relocation or making other safety arrangements; or
  - (iii) other activities reasonably associated with the experience of family violence.
- (d) Family violence leave may be taken as consecutive or single days, including half days.

### 39.5 Service and continuity

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

### 39.6 Notice and evidence requirements

(a) Notice

An Employee must give the Company notice of the taking of leave by the Employee under this clause. The notice:

- (i) must be given to the Company as soon as practicable (which may be a time after the leave has started); and
- (ii) must advise the Company of the period, or expected period, of the leave.

(b) Evidence

An Employee who has given the Company notice of the taking of leave under cl.39.4 (a)(b) must, if required by the Company, give the Company evidence that would satisfy a reasonable person that the leave is taken for the purpose specified in cl.39.4(c). Such evidence may include a document issued by the police service, a court, a doctor (including a medical certificate), district nurse, maternal and child health care nurse, a family violence support service or a lawyer, or the employee may provide a statutory declaration.

### 39.7 Confidentiality

- (a) The Company must take steps to ensure information concerning any notice an Employee has given, or evidence an Employee has provided under cl.39.6(b) is treated confidentially, as far as it is reasonably practicable to do so.
- (b) Nothing in cl.39.7(a) prevents the Company from disclosing information provided by an Employee if the disclosure is required by an Australian law or is necessary to protect the life, health or safety of the Employee or another person.

Note: Information concerning an Employee’s experience of family and domestic violence is sensitive and if mishandled can have adverse consequences for the Employee. The Company should consult with such Employees regarding the handling of this information.

### 39.8 Compliance

An Employee is not entitled to take leave under this clause unless the Employee complies with this clause.

## 40. Infectious diseases leave

Where an Employee contracts an infectious disease prescribed in cl.40 through contact in the workplace, they are entitled to paid leave, without such leave being deducted from their personal (sick) leave up to a maximum of 4 weeks.

In order to be eligible, an employee must provide to their employer a medical certificate which specifically names the disease and length of leave required. The employee shall request in writing that the leave not be debited against sick leave.

An employer will then need to be satisfied that the infectious disease was contracted through contact in the workplace e.g. if there has been an outbreak of chicken pox in the workplace.

- |                     |                    |
|---------------------|--------------------|
| (a) German measles  | (b) Chickenpox     |
| (c) Measles         | (d) Mumps          |
| (e) Scarlet fever   | (f) Whooping cough |
| (g) Rheumatic fever | (h) Hepatitis      |
| (i) Glandular fever |                    |

#### 41. Long service leave

Long service leave is as provided by the NES or the relevant State *Long Service Leave Acts* (or successor(s)) and is paid on the basis of where the employee is working.

#### 42. Military Reserve leave

An Employee who is a member of the Australian Military Reserve or other Australian military forces shall be granted unpaid leave for the purposes of attending any compulsory camp or posting.

#### 43. Parental leave

##### 43.1 NES

Parental leave is as provided for by the NES except where this Agreement provides ancillary or supplementary terms.

##### 43.2 Notice of termination to a replacement Employee

An Employee replacing an Employee granted parental leave will not be entitled to more than four weeks' notice of termination of employment. The notice of termination provisions will be specified in writing at the time the replacement Employee is employed.

##### 43.3 Increase in entitlements

- (a) An Employee is entitled to up to 24 months unpaid parental leave, where the Employee has or will have responsibility for the care of a child. The 24 month period of leave is an automatic entitlement and to avoid any doubt, 24 months is the total amount of unpaid parental leave which can be taken.

##### 43.4 Variation of period of parental leave

- (a) Subject to the relevant provisions of the NES, the period of parental leave may be shortened by written agreement between the Company and the Employee.
- (b) Subject to the relevant provisions of the NES, where an Employee has commenced a period of parental leave of up to 12 months, the Employee:
  - (i) may extend the period of parental leave once by giving the Company four weeks' written notice before the end of the period stating the period by which the leave is extended; and
  - (ii) may further extend the period of parental leave by agreement with the Company.

43.5 Where an Employee elects to take a period of parental leave greater than 12 months but less than 24 months and wishes to extend this period up to a maximum of 24 months the Company requires the Employee to notify of their intention to extend the period of parental leave at least four weeks prior to the expiration of the initial period of leave for consideration.

43.6 A period of unpaid parental leave does not break the Employee's continuity of employment.



#### 43.7 Casual Employee

- (a) The Company must not fail to re-engage a regular casual Employee because:
    - (i) The Employee or the Employee’s spouse or de facto partner is pregnant;  
or
    - (ii) the Employee is or has been immediately absent on parental leave.
- The rights of the Company in relation to the engagement and re-engagement of a casual Employee are not affected, other than in accordance with this clause.

### 44. Paid parental leave

#### 44.1 Application

- (a) This clause does not apply to a casual Employee.
- (b) This clause applies to an Employee who is entitled to, and takes, unpaid parental leave in accordance with the NES and cl.43 (Parental leave).
- (c) A fixed-term Employee who is entitled to unpaid parental leave in accordance with the NES and cl.43 will be entitled to paid parental leave as provided for in cl.44, but only for the period the fixed-term Employee is employed by the Company. For the avoidance of doubt, if a fixed term Employee’s contract comes to its cessation date during the period of paid parent leave, no amount of outstanding parental leave will be paid out.
- (d) The period of paid birth-related or paid adoption-related leave, including any period of concurrent leave, counts as a period of service under the Agreement.

#### 44.2 Birth-related leave for the primary carer

- (a) An Employee, who gives birth and has completed at least 12 months’ continuous service with the Company as at the date or the expected date of birth of the Employee’s child, is entitled to 16 weeks of leave with pay to be responsible for the care of the child which must commence at or around the time of the birth of the child.
- (b) If the Employee takes less than 16 weeks of leave with pay, the Employee will be paid for the period of leave taken.
- (c) The period of leave with pay comprises paid birth-related leave and annual leave that accrues during the birth-related leave.
- (d) Employer superannuation contributions will be paid to accumulation superannuation funds during periods of paid and unpaid parental leave for periods of leave to a maximum of 52 weeks.
- (e) An Employee must have completed a minimum of 12 months’ continuous service, if returning from parental leave, before being eligible for a payment pursuant to this clause for the birth of a second or subsequent child.

#### 44.3 Adoption-related leave

- (a) An Employee, who has completed at least 12 months’ continuous service with the Company as at the date of placement of the Employee’s child, is entitled to 16 weeks of leave with pay to be responsible for the care of the child which must commence at or around the time of placement.
- (b) If the Employee takes less than 16 weeks of leave with pay, the Employee will be paid for the period of leave taken.
- (c) The period of leave with pay comprises paid birth-related leave/adoption-related leave and annual leave that accrues during the birth-related leave/adoption-related leave.

- (d) Employer superannuation contributions will be paid to accumulation superannuation funds during periods of paid and unpaid parental leave for periods of leave to a maximum of 52 weeks.
- (e) An Employee must have completed a minimum of 12 months' continuous service, if returning from parental leave, before being eligible for a payment pursuant to this clause for the adoption of a second or subsequent child.

#### 44.4 Partner leave

An Employee, spouse or de-facto partner who has given birth or has adopted a child and has completed at least 12 months continuous service with the Company as at the date of the birth or placement of the child, is entitled to be paid for 10 days of concurrent leave within the first 4 months of the child being born or placed, will be paid at the Employee's ordinary rate of pay for those ten days.

#### 44.5 Payment arrangements

- (a) The payments in cl.44.2 and 44.3:
  - (i) are not payable during a period of paid leave;
  - (ii) are paid at the Employee's ordinary rate of pay.
- (b) The payment in cl.44.2 may be paid during the period that the Employee is in receipt of payment under the Australian Government's Paid Parental Leave Scheme.
- (c) Where the Company employs both parents of a child, only one Employee will be entitled to paid leave pursuant to cl.44.2.
- (d) An Employee must have completed a minimum of 12 months' continuous service, if returning from parental leave, before being eligible for a payment pursuant to this clause for the birth or placement of a second or subsequent child.

## 45. Personal/carer's leave

### 45.1 Entitlement

Personal/carer's leave is as provided in the NES except where this Agreement provides ancillary or supplementary terms.

### 45.2 Paid leave

- (a) An Employee other than a casual Employee is entitled to a paid personal/carer's leave entitlement, which includes both sick and carer's leave.
- (b) Paid personal leave is taken due to a personal illness or injury.
- (c) Paid carer's leave is taken to provide care or support to a member of the Employee's immediate family or a member of the Employee's household, who requires care or support because of a personal illness or injury or an unexpected emergency affecting the member.

### 45.3 Amount of paid leave

- (a) Except for a Teacher engaged on a fixed term basis, upon commencement of employment a new full-time Employee shall be credited with an accrued entitlement of 15 days personal/carer's leave, representing the accrual for the first year of continuous service.
- (b) A new part-time Employee not engaged on a fixed term basis shall be credited with a pro-rata equivalent entitlement of personal/carer's leave assessed on the basis of the Employee's part-time prescribed hours.
- (c) Upon the employee's anniversary date, 15 days will be credited annually.

#### 45.4 Unpaid carer’s leave

Where the Employee has exhausted the paid personal/carer’s leave entitlement, the Employee may take up to two days’ unpaid carer’s leave per permissible occasion. Unpaid carer’s leave may be taken as a single, unbroken period of up to two days, or any separate period as agreed by the Company and the Employee.

#### 45.6 Unpaid carer’s leave for casual Employees

A casual Employee may take up to two days’ unpaid carer’s leave per permissible occasion. Unpaid carer’s leave may be taken as a single, unbroken period of up to two days, or any separate period as agreed by the Company and the Employee.

#### 45.7 Notice and evidentiary requirements

- (a) An Employee must notify the Company of the Employee’s absence as soon as reasonably practicable. The notice must be to the effect that the Employee requires the leave because of a personal illness or injury or to provide care or support to a member of the Employee’s Immediate Family or household as the member is suffering either a personal illness or injury or an unexpected emergency.
- (b) An Employee is entitled to personal/carer’s leave provided that:
  - (i) the Employee produces a medical certificate from a Registered Medical Practitioner or a statutory declaration to the Company for any absence of more than two consecutive days;
  - (ii) the Employee produces a medical certificate from a Registered Medical Practitioner or a statutory declaration to the Company where the number of days of paid personal/carer’s leave already taken without the production of a medical certificate or a statutory declaration exceeds five days in one year.

### **46. Qualification and conferral leave**

An Employee will be granted leave with pay for up to one day for the purpose of having a degree/diploma or other qualification conferred in an approved relevant course of study.

### **47. Leave without pay**

An Employee may apply for leave without pay which may be granted at the discretion of the Executive Manager.

## Schedule A –Classifications

Level 1
<p>Company title is <b>Education Support Assistant</b></p> <p><i>This level is seen as a short term placement (0 - 6 months) to glean suitability to student or learner cohort and to then plan a pathway towards Level 2 and/or Level 3</i></p> <p><b>Occupational Equivalents:</b> Support worker, Administration, Classroom support services grade 1, School Administration services grade 1, Cleaner, Education Support Assistant</p>
<p><b><u>Training Level/Qualifications:</u></b></p> <p>Not required to have formal qualifications or work experience upon engagement</p>
<p><b><u>Level Of Supervision:</u></b></p> <p>Close or routine supervision</p>
<p><b><u>Characteristics and typical responsibilities of the Level:</u></b></p> <p>Perform routine clerical and office functions which may include duties involving the inward and outward movement of mail, keeping, copying, maintaining and retrieving records, straightforward data entry and retrieval.</p> <p>Classroom support services positions:</p> <ul style="list-style-type: none"> <li>• General assistance and support to teachers and students ie teacher aide/assistant, integration aide/assistant</li> </ul> <p>School administration services positions:</p> <ul style="list-style-type: none"> <li>• Performing a range of general clerical duties at a basic level, for example, filing, handling mail, maintaining records, data entry</li> <li>• Operating routine office equipment</li> <li>• Performing a reception function, including providing information and making referrals in accordance with school procedures</li> <li>• Carrying out minor cash transactions including receipting, balancing and banking</li> <li>• Monitoring and maintaining stock levels of stationery/materials within established parameters, including reordering</li> </ul>
<p><b><u>Judgement, Independence &amp; Problem Solving:</u></b></p> <ul style="list-style-type: none"> <li>• Resolve problems where alternatives for the employee are limited and the required action is clear or can be readily referred to higher levels.</li> <li>• Solve relatively simple problems with reference to established techniques and practices and be able to choose between a range of straightforward alternatives.</li> </ul>

## Level 2

Company titles here are **Education Support Assistant, Administration Assistant, Cook**

*This level is seen as a short term placement (6 – 12 months) to glean suitability to student or learner cohort and to then plan a pathway towards Level 3*

**Occupational Equivalent:** Support worker, administration worker, Classroom support services grade 2, School administration services grade 2

### **Training Level/Qualifications:**

- Skill level which assumes and requires knowledge, training or experience relevant to the duties to be performed
- Completion of Yr12 without work experience
- Completion of Cert I or II with work related experience

### **Level Of Supervision:**

Routine supervision of straightforward tasks; close supervision of more complex tasks

### **Characteristics and typical responsibilities of the Level:**

Perform a range of administrative support tasks including:

- Standard use of a range of desktop based programs eg word processing, established spreadsheet or database applications, and management information systems (eg financial, student or human resource systems). This may include store and retrieve documents, key and layout correspondence and reports, merge, move and copy, use of columns, tables and basic graphics.
- To provide general administrative support to other employees including setting up meetings, answering straightforward inquiries and directing others to the appropriate personnel; and
- To process accounts for payment.
- Classroom support services positions:
  - Provide assistance with educational program where limited discretion and judgment and/or specific skills are involved ie teacher aid/assistant, integration aide/assistant
- School administration services positions
- Mail inward and outward, straightforward data entry and retrieval, and the keeping, copying, maintaining and retrieval of records ie clerical assistant
- Assist with school program subject/course materials and stock control
- Liaise with suppliers to obtain quotes
- Scanning of student training documents

### **Judgement, Independence & Problem Solving:**

Applies generally accepted concepts, principles and standards in well-defined areas. Solves relatively simple problems with reference to established techniques and practices. Will sometimes choose between a range of straightforward alternatives.

### Level 3

Company titles here are **Study Phase Coach, Administration Assistant, Education Support Assistant**

*This level is seen as a suitable to assist in support of student or learner cohort on an ongoing basis. Staff may seek qualifications to be elevated to higher Levels.*

**Occupational Equivalent:** Coach study phase, Administration,

#### **Training Level/Qualifications:**

Coach study phase:

- No pre-requisite to hold prior, but must enrol, undertake and successfully complete the below study to achieve the required qualifications or their successors for an on-going position.
  - TAELLN801 & TAELLN802 from TAE80113 Graduate Diploma of Adult Language, Literacy and Numeracy Practice,
  - 22473VIC Certificate II in General Education for Adults
  - SIT10216 Certificate I in Hospitality
  - ICT20115 Certificate II in Information, Digital Media and Technology
  - Enterprise Trainer skill set

Administration position:

- Completion of a trades Cert or Cert III
- Completion of Yr12 or a Cert II with relevant work experience

#### **Level of Supervision:**

- Under close and constant supervision of a Level 7 qualified Trainer and Assessor or above, who will support 'study phase' employee through study

#### **Characteristics and typical responsibilities of the Level:**

Coach position:

- Studying to become qualified Trainer/Assessor  
Develop knowledge, understanding of Standards (as an RTO), function of Training Packages, requirements of ASQA and VET related funding bodies.

Administration position:

- May use a full range of desktop based programs
- Plan and set up spreadsheets or database applications
- Be responsible for providing a full range of secretarial services
- May be responsible for accounting transactions and the production of reports, petty cash and banking tasks
- Provide advice to students on enrolment procedures and requirements/ and/or
- Administer enrolments, student data entry, tracking student progress, input and modification to various funding and reporting body database systems and course progression records including student coursework scanning and storage, meeting required compliance Standards/Requirements.
- Office supply purchasing

#### **Judgement, independence & problem solving:**

Exercise judgement on work methods and task sequence within specified timelines and standard practices and procedures.

## Level 4

Company titles here are **Supervised Coach, Administration Officer**

**Occupational Equivalent:** *Supervised Coach, Administration, Placement Officer*

### **Training Level/Qualifications:**

Coach position:

- Holds the following qualifications or their successors,
  - TAELLN801 & TAELLN802 from TAE80113 Graduate Diploma of Adult Language, Literacy and Numeracy Practice,
  - 22473VIC Certificate II in General Education for Adults
  - SIT10216 Certificate I in Hospitality
  - ICT20115 Certificate II in Information, Digital Media and Technology
  - Enterprise Trainer skill set unit (Required if you did not hold a TAE40110 or TAE40116 prior to commencement)
- Is enrolled and completing the TAE40116 Certificate IV in Training and Assessment or its successor

Administration position:

- Completion of a Cert IV with relevant work experience
- Completion of a post-trades cert and extensive relevant experience and on-the-job training

### **Level of Supervision:**

Coach position:

- Close and constant supervision of a, Level 7 qualified Trainer and Assessor or above, who will support employee through study with details being recorded on a 'Plan for Direct Supervision Arrangement' until TAE40116 is complete.

Administration position:

- Routine supervision to general direction, depending on tasks involved and experience
- Undertake high order company-wide reception duties, student/learner enrolments across multiple Student Management Systems, room/hire booking systems, processing payments, cash or EFTPOS and daily reconciliation of such, creating company required newsletters, brochures, and email advice,
- Banking, general financial accounting tasking to a high order of accuracy and reporting as such to Accountant Level 10 or above Manager.

### **Characteristics and typical responsibilities of the Level:**

Coach position:

- Deliver training (not determine assessment outcomes)
- Develop knowledge, understanding of Standards (as an RTO), function of Training Packages, requirements of ASQA and VET related funding bodies.
- Demonstrate current industry skills directly relevant to the training/assessment being undertaken

Administration position:

- Responsible for the explanation and administration of an administrative function, e.g. records, determinations and payments, a centralised enrolment function, manage and control stock, formal auditing of enrolment folders and student/learner information folders and coursework (at own or other locations).
- Initiating and handling correspondence, which may be confidential to assist Lead Teacher or Coach/Head of School/Regional Manager (or above)
- Preparing monthly summaries of debtors and creditors ledger transactions with reconciliations
- Provide reports to management
- Undertake student placements – initiating, coordination and oversee, reporting to Head of School or equivalent

### **Judgement, Independence & Problem Solving:**

Independent judgement 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.



## Level 5

Company titles here are **Qualified Coach (0-2 yrs), Administration Officer**

**Occupational Equivalent:** *Fully Qualified Coach (0 - 2 years), Administration, Information and Computer Technology (ICT) support, employee relations, Team Leader*

### **Training/Qualifications:**

Coach position: (holds the following qualifications or their successors)

- TAE40116 & TAE40117 from TAE80113 Graduate Diploma of Adult Language, Literacy and Numeracy Practice,
- 22473VIC Certificate II in General Education for Adults
- SIT10216 Certificate I in Hospitality
- ICT20115 Certificate II in Information, Digital Media and Technology
- Enterprise Trainer skill set unit (Required if you did not hold a TAE40110 or TAE40116 prior to commencement)
- TAE40116 Certificate IV in Training and Assessment OR
- TAE40110 Certificate IV in Training and Assessment plus TAE40111 OR TAE40112 and TAEASS502 OR TAEASS502A OR TAEASS502B OR
- Diploma or higher level qualification in adult education
- Completed annual professional development set against the standards to demonstrate current industry skills and vocational training and learning requirements.

Administration or other position:

- Completion of a diploma qualification with relevant work experience,
- Extensive experience and specialist expertise or broad knowledge in technical or administrative fields

### **Level of Supervision:**

- Routine supervision to general direction
- May supervise other staff

### **Characteristics and typical responsibilities of the Level:**

Coach position:

- Engage in training to a mixed cohort of Learners,
- Follow training and assessment programs using material according to the requirements of the organisation,
- Completion of training and assessment documentation according to organisational policies and procedures,

Administration/ICT:

- Applying theoretical knowledge, in a straightforward way, in professional positions
- Providing designated support to senior management concerning designated aspects of operations
- Oversee the operations of the administrative activities including all Indie School student managements systems and enrolments (across Indie School sites) received from Welfare and Enrolments senior staff, coordinate daily student attendance (associated reports, absence text messaging, teacher rolls, family contact as requested, draft letters for Senior School Management, liaise with respective Educational Departmental bodies).
- Ensuring deadlines and targets are met
- Preparing the accounts to operating statement stage and assisting in the formulating of period and year end entries
- Preparing monthly summaries of debtors and creditors ledger transactions with reconciliations
- Provide reports to management
- Performing information technology tasks requiring analysis, design or computation and drawing upon advanced techniques and methods
- Service a range of administrative and academic committees, including preparation of agendas, papers, minutes and correspondence;
- Undertake ICT Support across organisation and to all staff levels dealing with hardware, software, IT shared systems, mobile phone technologies, IT Projects and the related government departmental reporting, compliance, funding and administration requirements

### **Judgement, independence & Problem Solving:**

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

## Level 6

Company titles here are **Senior Coach, Senior Administration Officer**

**Occupational Equivalent:** *Fully Qualified Coach ( 2-4 years), Team Leader,*

### **Training/Experience/Qualifications:**

#### Coach:

- Holds the same qualifications or their successors as a fully qualified coach,
- Enrolled and completing TAELLN803 and TAELLN804 from TAE80113 Graduate Diploma of Adult Language, Literacy and Numeracy Practice (or their successors),
- Minimum 2 years' experience as a Trainer with the Company,
- Completed annual professional development set against the standards to demonstrate current industry skills and vocational training and learning requirements.

#### Other positions:

- Completion of a diploma qualification
- Extensive experience and specialist expertise or broad knowledge in technical or administrative fields

### **Level of Supervision:**

- General direction

### **Characteristics and typical responsibilities of the Level:**

#### Coach:

- Engage in training to a mixed cohort of Learners,
- Follow training and assessment programs using material according to the requirements of the organisation,
- Completion of training and assessment documentation according to organisational policies and procedures,

#### Administration:

- Contributing to operational and strategic planning in the area of responsibility,
- Staff competency profiles, monitoring leave levels, stock and inventory control, and
- Database management,
- Operate specialised systems,
- Reporting internally and externally against operational/funding/departmental requirements.

### **Judgement, independence & 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.

## Level 7

Company titles here are **Senior Coach Leader, Senior Administration Officer**

**Occupational Equivalent:** *Qualified Coach (4+ years), Team Leader*

**Training /Experience/Qualifications:**

Holds the same qualifications or their successors as a fully qualified Coach PLUS,

- TAELLN803 and TAELLN804 from TAE80113 Graduate Diploma of Adult Language, Literacy and Numeracy Practice (or their successors),
- Enrolled and completing two elective units from TAELLN803 from TAE80113 Graduate Diploma of Adult Language, Literacy and Numeracy Practice,
- Minimum 4 years’ experience as a Trainer with the Company,
- Completed annual professional development set against the standards to demonstrate current industry skills and vocational training and learning requirements.

**Level of Supervision:**

- Broad direction

**Characteristics and typical responsibilities of the Level:**

- Engage in training to a mixed cohort of Learners,
- Follow training and assessment programs using material according to the requirements of the organisation,
- Completion of training and assessment documentation according to organisational policies and procedures,
- Mentor new staff and assist to build team culture

Administration position:

- Operate specialised SMS/Reporting systems, EOY, undertaking uploads as required by a variety of Government funding contracts
- Ensure compliance against reporting requirements,
- Input to annual Development Plans
- Review policies and procedures given experiences and modify
- Work closely with internal auditors for compliance review and action of corrective measures
- Generate reports for Management

**Judgement, independence & 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.

## Level 8

Company titles here are **Specialist - VET in School, Creative Development, Payroll**

**Occupational Equivalent:** *Compliance Officer, Creative Development Officer*

**Training Level/Qualifications:**

- Relevant experience or an equivalent combination of relevant experience and/or education/training

**Level of Supervision:**

- Works under routine supervision
- Work collaboratively with teachers/coaches/welfare officers of each campus

**Characteristics and typical responsibilities of the Level:**

- Deliver targeted engagement strategies and outreach activities to prospective Aboriginal and Torres Strait Island students.
- Monitor reports including overdue, attendance, scanning, target numbers etc.
- Assist with a variety of program duties across various areas as requested including but not limited to course development, validation and reviews, internal audits in different locations, policy and procedures, staff training, professional development, Accelerate and database requirements and improvements,
- Ensure VET in School program requirements are met,
- Undertake research.

**Payroll positions:**

- Undertake organisation wide payroll related duties e.g. working closely with external third-party payroll provider, HR Generalist and all senior organisational management positions, Maxxia salary packaging, ATO reporting requirements, executive management reporting, assistance and enquiry handling, provide backup to other Administration roles within Corporate Services.
- Provide payroll reports to Management
- Continue to drive efficiencies within the area of responsibility.

**Judgement, independence & 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.

## Level 9

Company titles here are **Lead Coach (Years 0-2), Indie Liaison Officer, Welfare Officer, Specialist - Assistant Accountant**

**Occupational Equivalent:** *Welfare Officer, Liaison Officer, Lead Coach (years 0-2)*

### **Training Level/Qualifications:**

TAE40116 Certificate IV in Training and Assessment or their successors

- Same as a fully qualified Coach
- Four (4) completed units from the TAE80113 Graduate Diploma of Adult Language, Literacy and Numeracy Practice or their successors,
- Relevant experience or broad knowledge in education and or training or Management

### **Level of Supervision:**

- Broad direction, working with a considerable degree of autonomy.

### **Characteristics and typical responsibilities of the Level:**

- Effectively manage the day-to-day running of the allocated off-site location
- Ensure continue compliance against standard operating procedures
- Manage, support and train Coaches within your location
- Promote and recruit Learners that would benefit from the program.
- Creative and technical development work in relation to program delivery

Administration position:

- Preparation of monthly reporting ensuring accuracy and completeness
- Assist with external auditor tasking
- Assist with accounting projects
- Supervise and assist other administration staff

Welfare position:

- Deliver staff welfare programs
- Development and implementation of structure student welfare programs
- Liaising and referring to agencies and external supports
- Provide monthly reports to Welfare Manager
- Completion of enrolment paperwork

### **Judgement, independence & 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.

## Level 10

Company titles here are **Teacher, Lead Coach (years 2-4)**

**Occupational equivalent:** *Teacher Level 1 (previous EA), Lead Coach*

*A Teacher who is two year trained will commence on Level 10 and progress annually to Level Level 13.*

### **Training Level/Qualifications:**

- Same as a fully qualified Coach
- Four (4) completed units from the TAE80113 Graduate Diploma of Adult Language, Literacy and Numeracy Practice or their successors,
- Relevant experience or broad knowledge in education and or training or Management
- Minimum 2 years' experience as a Lead Coach with the Company,
- Perform at a higher level than an Lead Coach (Level 9) by acquiring and utilising additional skills, experience and knowledge,
- Demonstrated satisfactory performance against the targets and key performance indicators.

### **Level of Supervision:**

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

### **Characteristics and typical responsibilities of the Level:**

- Effectively manage the day-to-day running of the allocated off-site location
- Ensure continue compliance against standard operating procedures
- Manage, support and train Coaches within your location
- Promote and recruit Learners that would benefit from the program.
- Act as Assistant Accountant including preparation of monthly financial reporting – organisation wide, bank reconciliations, process EFT deposits, Direct Debits, daily banking reports, Accounts Receivable, debtor accounts maintained within trading terms, be the backup for Payroll and Accounts Payable positions and Reception as required.

Teacher position:

The duties of a Teacher may include in addition to teaching, activities associated with administration, review, development and delivery of educational programs and co-curricular activities, campus and joint campus teacher meetings and professional development, playground and sport duties, and delivery of classroom subjects for use of specialist facilities like Home Economics, Science etc.

### **Judgement, independence & Problem Solving:**

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

## Level 11

Company titles here are **Teacher, Lead Coach (4 years or greater), Assistant Welfare Manager**

**Occupational equivalent:** *Teacher Level 2 (previous EA), Lead Coach*

*A Teacher who is three year trained will commence at Level 11 and progress annually to Level 18.*

**Training/Experience/Qualifications:**

- Same as a fully qualified Coach
- Four (4) completed units from the TAE80113 Graduate Diploma of Adult Language, Literacy and Numeracy Practice or their successors,
- Minimum 4 years’ experience as a Lead Coach with the Company,
- Perform at a higher level than an Lead Coach (Level 10) by acquiring and utilising additional skills, experience and knowledge,
- Demonstrated satisfactory performance against the targets and key performance indicators.

**Level of Supervision:**

- Broad direction. Will have responsibility for employees (including administrative, technical and/or professional employees).

**Characteristics and typical responsibilities of the Level:**

- Effectively manage the day-to-day running of the allocated off-site location
- Ensure continue compliance against standard operating procedures
- Manage, support and train Coaches within your location
- Promote and recruit Learners that would benefit from the program.

**Teacher position:**

The duties of a Teacher may include in addition to teaching, activities associated with administration, review, development and delivery of educational programs and co-curricular activities, campus and joint campus teacher meetings and professional development, playground and sport duties, and delivery of classroom subjects for use of specialist facilities like Home Economics, Science etc.

**Judgement, independence & Problem Solving:**

Responsible for the achievement of significant organisational objectives, targets and programs.

## Level 12

Company titles here are **Teacher, Regional Manager (years 0-2), Specialist – Executive/Board Assistance, Assistant Welfare Manager,**

**Occupational equivalent:** *Teacher Level 3 (previous EA), Regional Manager  
A Teacher who is four year trained will commence at Level 12 and progress annually to Level 18.*

**Training/ Experience/Qualifications:**

- Same as a fully qualified Lead Coach
- Management or Business qualification
- Demonstrated satisfactory performance against the targets and key performance indicators.

**Level of Supervision:**

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

**Characteristics and typical responsibilities of the Level:**

- Oversee the operations of the allocated off-site location
- Oversee compliance against standard operating procedures across all areas
- Investigate, market, recruit for approved new locations
- Provide monthly Board of Directors reports to Executive Managers
- Provide solutions and implement efficiencies
- Contribute towards the strategic objectives
- Provide innovative ideas and solutions for operations
- Attend key government invitations
- Build key relationships for business improvement
- Contribute towards the development of business plans
- Contribute and actively participate in Management level meetings
- Perform tasks/assignments which require proficiency in the work area’s existing rules, regulations, policies, procedures, systems and procedures,
- Undertake planning involving resources use and develop proposals
- Operational responsibilities of defined teams,
- Quality and compliance of defined teams,

**Teacher position:**

The duties of a Teacher may include in addition to teaching, activities associated with administration, review, development and delivery of educational programs and co-curricular activities, campus and joint campus teacher meetings and professional development, playground and sport duties, and delivery of classroom subjects for use of specialist facilities like Home Economics, Science etc.

**Judgement, independence & Problem Solving:**

- Responsible for the off-site location achievement of organisational objectives and targets
- Independent decisions made and are related to tasks performed, relying upon precedent or defined procedures for guidance
- Recommendations are related to solution of problems in connection to the tasks performed



## Level 13

Company titles here are **Teacher, Regional Manager (years 2-4), Specialist**

**Occupational equivalent:** *Teacher Level 4 (previous EA), Regional Manager, Welfare Manager*  
*A Teacher who is five year trained will commence at Level 13 and progress annually to Level 18.*

**Training/ Experience/Qualifications:**

- Same as a fully qualified Lead Coach
- Demonstrated satisfactory performance against the targets and key performance indicators.
- Minimum 2 years’ experience as a Regional Manager with the Company,
- Perform at a higher level than an Regional Manager (Level 12) by acquiring and utilising additional skills, experience and knowledge,

**Level of Supervision:**

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

**Characteristics and typical responsibilities of the Level:**

- Oversee the operations of off-site location(s) by setting priorities and monitoring work flows
- Oversee compliance against standard operating procedures across all areas
- Investigate, market, recruit for approved new locations
- Provide solutions and implement efficiencies
- Contribute towards the strategic objectives
- Provide innovative ideas and solutions for operations
- Attend key government invitations
- Build key relationships
- Contribute towards the development of business plans and program budgets
- Perform tasks/assignments which require proficiency in the work area’s existing rules, regulations, policies, procedures, systems and procedures,
- Undertake planning involving resources use and
- Develop proposals
- Operational responsibilities of defined teams,
- Quality and compliance of defined teams,
- Provide monthly Board of Directors reports to Executive Managers and actively participate in Management level meetings
- Keep abreast of legislation, regulations pertaining to your area
- Undertake a phase of a broader or more complex professional assignment

Teacher position:

The duties of a Teacher may include in addition to teaching, activities associated with administration, review, development and delivery of educational programs and co-curricular activities, campus and joint campus teacher meetings and professional development, playground and sport duties, and delivery of classroom subjects for use of specialist facilities like Home Economics, Science etc.

**Judgement, independence & Problem Solving:**

- Responsible for the off-site location achievement of organisational objectives and targets
- Independent decisions made and are related to tasks performed, relying upon precedent or defined procedures for guidance
- Exercise judgement and initiative
- Recommendations are related to solution of problems in connection to the tasks performed

## Level 14

Company titles here are **Teacher, Manager, Regional Manager (4+ years), HR Generalist, Welfare Manager, Specialist – Internal Auditor**

**Occupational equivalent:** *Teacher Level 5 (previous EA), Generalist, Manager*

**Training/ Experience/Qualifications:**

- Relevant experience or broad knowledge in education, training or Management field
- Qualifications in education, training or Management
- Same as a fully qualified Lead Coach
- Demonstrated satisfactory performance against the targets and key performance indicators.
- Minimum 4 years’ experience as a Regional Manager with the Company,
- Perform at a higher level than an Regional Manager (Level 13) by acquiring and utilising additional skills, experience and knowledge,

**Level of Supervision:**

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

**Characteristics and typical responsibilities of the Level:**

- Perform tasks/assignments which require proficiency in the work area’s existing rules, regulations, policies, procedures, systems and procedures,
- Undertake planning involving resources use and develop proposals
- Operational responsibilities of defined teams,
- Quality and compliance of defined teams,
- Effectively manage the day-to-day running of the allocated off-site location
- Ensure continue compliance against standard operating procedures
- Manage, support and train Coaches within your location
- Promote and recruit Learners that would benefit from the program.
- Achievement of professional development
- Oversee the operations of off-site location(s) by setting priorities and monitoring work flows
- Oversee compliance against standard operating procedures across all areas
- Investigate, market, recruit for approved new locations
- Provide solutions and implement efficiencies
- Contribute towards the strategic objectives
- Provide innovative ideas and solutions for operations
- Attend key government invitations
- Build key relationships
- Contribute towards the development of business plans and program budgets
- Perform tasks/assignments which require proficiency in the work area’s existing rules, regulations, policies, procedures, systems and procedures,
- Undertake planning involving resources use and
- Develop proposals
- Operational responsibilities of defined teams,
- Quality and compliance of defined teams,
- Provide monthly Board of Directors reports to Executive Managers and actively participate in Management level meetings
- Keep abreast of legislation, regulations pertaining to your area
- Undertake a phase of a broader or more complex professional assignment

**Teacher position:**

The duties of a Teacher may include in addition to teaching, activities associated with administration, review, development and delivery of educational programs and co-curricular activities, campus and joint campus teacher meetings and professional development, playground and sport duties, and delivery of classroom subjects for use of specialist facilities like Home Economics, Science etc.

**Judgement/Independence & Problem Solving:**

- Decisions are related to tasks performed, relying upon precedent or defined procedures for guidance. Recommendations are related to solution of problems in connection to the tasks performed.

## Level 15

Company titles here are **Teacher, General Manager, Junior Executive**

**Occupational equivalent:** *Teacher Level 6 (previous EA), Manager*

**Training/ Experience/Qualifications:**

- Relevant experience or broad knowledge in education, training or Management field
- Qualifications in education, training, Management or relevant specialised area
- Minimum 10 years' experience in education, training, Management or relevant specialised area field
- Demonstrated satisfactory performance against the targets and key performance indicators.

**Level of Supervision:**

- High overall degree of autonomy. Will have substantial management responsibility for diverse activities and/or employees (including administrative, technical and/or professional employees).

**Characteristics and typical responsibilities of the Level:**

- Drive efficiencies and critically analyse inefficiencies and provide solutions including quality and compliance aspects
- Support the development of complex projects as assigned by an Executive Manager
- Undertake significant and high level creative planning, program and managerial functions with clear accountability for program performance
- Comprehensive knowledge of related programs
- Have a multi-perspective understanding to the development, carriage, and implementation of policies and procedures.
- Manage a large functional unit with a diverse or complex set of functions and significant resources
- Drive improvements perform tasks/assignments which require proficiency in the work area's existing rules, regulations, policies, procedures, systems and procedure, undertaken planning involving resources use and develop proposals
- Operational responsibilities of defined teams,
- Effectively manage the day-to-day running of a program
- Ensure continue compliance against standard operating procedures
- Achievement of professional development
- Decisions are related to tasks performed, relying upon precedent or defined procedures for guidance. Recommendations are treated to solution of problems in connection to the tasks performed.
- Significantly higher responsibility level than previous level
- Acquired and utilised additional skills, experience and knowledge
- At a higher order level than Level 14 and with more substantial annual turnover as responsibility and multiple site/location responsibilities
- Achievement of expectations at this level and key performance indicators
- Management level staff reports

Teacher position:

The duties of a Teacher may include in addition to teaching, activities associated with administration, review, development and delivery of educational programs and co-curricular activities, campus and joint campus teacher meetings and professional development, playground and sport duties, and delivery of classroom subjects for use of specialist facilities like Home Economics, Science etc.

**Judgement/Independence & Problem Solving:**

- High level decision making performed with minimal consultation to upper management,
- High level solutions to problems are provided and followed through with improvement of outcomes,
- Judgements are made upon knowledge, precedent or defined procedures for guidance.

## Level 16

Company titles here are **Teacher, General Manager, Junior Executive**

**Occupational equivalent:** *Teacher Level 7 (previous EA), Manager*

**Training/ Experience/Qualifications:**

- Relevant experience or broad knowledge in education, training or Management field
- Qualifications in education, training, Management or relevant specialised area
- Minimum 10 years' experience in education, training, Management or relevant specialised area field
- Demonstrated satisfactory performance against the targets and key performance indicators.

**Level of Supervision:**

- High overall degree of autonomy. Will have substantial management responsibility for diverse activities and/or employees (including administrative, technical and/or professional employees).

**Characteristics and typical responsibilities of the Level:**

- Drive efficiencies and critically analyse inefficiencies and provide solutions including quality and compliance aspects
- Support the development of complex projects of \$150k plus as assigned by an Executive Manager
- Undertake significant and high level creative planning, program and managerial functions with clear accountability for program performance
- Comprehensive knowledge of related programs
- Have a multi-perspective understanding to the development, carriage, and implementation of policies and procedures.
- Manage a large functional unit with a diverse or complex set of functions and significant resources
- Drive improvements perform tasks/assignments which require proficiency in the work area's existing rules, regulations, policies, procedures, systems and procedure, undertaken planning involving resources use and develop proposals
- Operational responsibilities of defined teams,
- Effectively manage the day-to-day running of the allocated off-site location
- Ensure continue compliance against standard operating procedures
- Achievement of professional development
- Decisions are related to tasks performed, relying upon precedent or defined procedures for guidance. Recommendations are treated to solution of problems in connection to the tasks performed.
- Acquired and utilised additional skills, experience and knowledge
- Significantly higher responsibility level than previous level
- Achievement of expectations at this level and key performance indicators
- Management level staff reports
- At a higher order level than Level 15 and with more substantial annual turnover and multiple overall site/location responsibility

Teacher position:

The duties of a Teacher may include in addition to teaching, activities associated with administration, review, development and delivery of educational programs and co-curricular activities, campus and joint campus teacher meetings and professional development, playground and sport duties, and delivery of classroom subjects for use of specialist facilities like Home Economics, Science etc.

**Judgement/Independence & Problem Solving:**

- High level decision making performed with minimal consultation to upper management,
- High level solutions to problems are provided and followed through with improvement of outcomes,
- Judgements are made upon knowledge, precedent or defined procedures for guidance.

## Level 17

Company titles here are **Teacher, General Manager, Junior Executive,**

**Occupational equivalent:** *Teacher Level 8 (previous EA), Manager*

**Training/ Experience/Qualifications:**

- Relevant experience or broad knowledge in education, training or Management field
- Qualifications in education, training, Management or relevant specialised area
- Minimum 10 years' experience in education, training, Management or relevant specialised area field
- Demonstrated satisfactory performance against the targets and key performance indicators.

**Level of Supervision:**

- High overall degree of autonomy. Will have substantial management responsibility for diverse activities and/or employees (including administrative, technical and/or professional employees).

**Characteristics and typical responsibilities of the Level:**

- Drive efficiencies and critically analyse inefficiencies and provide solutions including quality and compliance aspects
- Support the development of complex projects of \$150k plus as assigned by an Executive Manager
- Undertake significant and high level creative planning, program and managerial functions with clear accountability for program performance
- Comprehensive knowledge of related programs
- Have a multi-perspective understanding to the development, carriage, and implementation of policies and procedures.
- Manage a large functional unit with a diverse or complex set of functions and significant resources
- Drive improvements perform tasks/assignments which require proficiency in the work area's existing rules, regulations, policies, procedures, systems and procedure, undertaken planning involving resources use and develop proposals
- Operational responsibilities of defined teams,
- Effectively manage the day-to-day running of the allocated off-site location
- Ensure continue compliance against standard operating procedures
- Achievement of professional development
- Decisions are related to tasks performed, relying upon precedent or defined procedures for guidance. Recommendations are treated to solution of problems in connection to the tasks performed.
- Acquired and utilised additional skills, experience and knowledge
- Significantly higher responsibility level than previous level
- Achievement of expectations at this level and key performance indicators
- Management level staff reports
- At a higher order level than Level 16 and with more substantial annual turnover and multiple overall site/location responsibility

Teacher position:

The duties of a Teacher may include in addition to teaching, activities associated with administration, review, development and delivery of educational programs and co-curricular activities, campus and joint campus teacher meetings and professional development, playground and sport duties, and delivery of classroom subjects for use of specialist facilities like Home Economics, Science etc.

**Judgement/Independence & Problem Solving:**

- High level decision making performed with minimal consultation to upper management,
- High level solutions to problems are provided and followed through with improvement of outcomes,
- Judgements are made upon knowledge, precedent or defined procedures for guidance.

## Level 18

Company titles here are **Teacher, General Manager, Junior Executive,**

**Occupational equivalent:** *Teacher Level 9 (previous EA), Manager*

**Training/ Experience/Qualifications:**

- Relevant experience or broad knowledge in education, training or Management field
- Qualifications in education, training, Management or relevant specialised area
- Minimum 10 years’ experience in education, training, Management or relevant specialised area field
- Demonstrated satisfactory performance against the targets and key performance indicators.

**Level of Supervision:**

- High overall degree of autonomy. Will have substantial management responsibility for diverse activities and/or employees (including administrative, technical and/or professional employees).

**Characteristics and typical responsibilities of the Level:**

- Drive efficiencies and critically analyse inefficiencies and provide solutions including quality and compliance aspects
- Support the development of complex projects of \$150k plus as assigned by an Executive Manager
- Undertake significant and high level creative planning, program and managerial functions with clear accountability for program performance
- Comprehensive knowledge of related programs
- Have a multi-perspective understanding to the development, carriage, and implementation of policies and procedures.
- Manage a large functional unit with a diverse or complex set of functions and significant resources
- Drive improvements perform tasks/assignments which require proficiency in the work area’s existing rules, regulations, policies, procedures, systems and procedure, undertaken planning involving resources use and develop proposals
- Operational responsibilities of defined teams
- Effectively manage the day-to-day running of the allocated off-site location
- Ensure continue compliance against standard operating procedures
- Achievement of professional development
- Decisions are related to tasks performed, relying upon precedent or defined procedures for guidance. Recommendations are treated to solution of problems in connection to the tasks performed.
- Acquired and utilised additional skills, experience and knowledge
- Significantly higher responsibility level than previous level
- Achievement of expectations at this level and key performance indicators
- Management level staff reports
- At a higher order level than Level 17 and with more substantial annual turnover and multiple overall site/location responsibility
- Provide detailed and high end financial reports and analysis at regular meetings with Executive Managers, Heads of School and Regional Managers including responding to and addressing queries and requests for assistance
- Support Board of Directors reporting requests

Teacher position:

The duties of a Teacher may include in addition to teaching, activities associated with administration, review, development and delivery of educational programs and co-curricular activities, campus and joint campus teacher meetings and professional development, playground and sport duties, and delivery of classroom subjects for use of specialist facilities like Home Economics, Science etc.

**Judgement/Independence & Problem Solving:**

- High level decision making performed with minimal consultation to upper management,
- High level solutions to problems are provided and followed through with improvement of outcomes,
- Judgements are made upon knowledge, precedent or defined procedures for guidance.

## Schedule B – Salaries

### B.1 Weekly rate of pay

The weekly rate of pay for an Employee will be determined by dividing the annual rate of pay by 52.18.

### B.2 Annual Leave Loading

The annual salary in Sch.B.6 does include annual leave loading.

### B.3 Part-time Employee

A part-time Employee will be paid pro rata, at the same rate as a full-time Employee in the same classification, in accordance with the provisions of cl.21.4.

### B.4 Casual Employee

B.4.1 The salary payable to a casual Employee will be determined against Schedule A (Classifications) qualifications the person holds and with regard to the requirements of the position Schedule B (Salaries) rate, plus 25%. A casual Employee in the Company will be paid for a minimum of half a day.

### B.5 Junior Employees

A junior Employee will be paid at appropriate adult rate of pay for the position performed in Schedule A - Classification.

### B.6 Salary table for 2022 - 2025 AWCC Agreement

Level	2022 2.5%		2023 2.5%		2024 2.5%		2025 2.5%	
	HRLY. Rate	Annual Rate	HRLY. Rate	Annual Rate	HRLY. Rate	Annual Rate	HRLY. Rate	Annual Rate
1	\$23.14	\$45,882	\$23.72	\$47,032	\$24.31	\$48,202	\$24.92	\$49,412
2	\$25.23	\$50,027	\$25.86	\$51,276	\$26.51	\$52,565	\$27.17	\$53,873
3	\$27.33	\$54,191	\$28.01	\$55,539	\$28.71	\$56,927	\$29.43	\$58,354
4	\$29.42	\$58,335	\$30.16	\$59,802	\$30.91	\$61,289	\$31.68	\$62,816
5	\$31.52	\$62,499	\$32.31	\$64,065	\$33.12	\$65,671	\$33.95	\$67,317
6	\$33.61	\$66,643	\$34.45	\$68,308	\$35.31	\$70,014	\$36.19	\$71,758
7	\$35.71	\$70,807	\$36.60	\$72,571	\$37.52	\$74,396	\$38.46	\$76,260
8	\$37.81	\$74,971	\$38.75	\$76,835	\$39.72	\$78,758	\$40.71	\$80,721
9	\$39.90	\$79,115	\$40.89	\$81,078	\$41.91	\$83,100	\$42.96	\$85,182
10	\$42.00	\$83,279	\$43.05	\$85,361	\$44.13	\$87,502	\$45.23	\$89,683
11	\$43.53	\$86,313	\$44.62	\$88,474	\$45.74	\$90,695	\$46.88	\$92,955
12	\$45.15	\$89,525	\$46.27	\$91,746	\$47.43	\$94,046	\$48.62	\$96,405
13	\$46.81	\$92,816	\$47.98	\$95,136	\$49.18	\$97,516	\$50.41	\$99,954
14	\$48.52	\$96,207	\$49.74	\$98,626	\$50.98	\$101,085	\$52.25	\$103,603
15	\$50.31	\$99,756	\$51.57	\$102,255	\$52.86	\$104,812	\$54.18	\$107,430
16	\$52.17	\$103,444	\$53.48	\$106,042	\$54.82	\$108,699	\$56.19	\$111,415
17	\$54.08	\$107,231	\$55.44	\$109,928	\$56.83	\$112,684	\$58.25	\$115,500
18	\$58.50	\$115,996	\$59.96	\$118,891	\$61.46	\$121,865	\$63.00	\$124,918

Salaries shown in above table have a 1.4% Leave Loading and Uniform Allowance included.  
Annual calculations are over 52.18 weeks.

## B.7 Easy reference to related penalty rates

### Cl. 13.1 Payment for work on a public holiday

*An Employee required to work on a public holiday will be paid at the rate of 250% for ordinary hours performed.....*

### Cl. 21.5 Casual employment

*The rates of pay for a casual Employee are contained in Schedule B (Employee Salaries) plus 25%.*

### Cl. 26.2 Payment for shift work

*(a) A General Employee working an afternoon shift will be paid 115% of the minimum hourly rate.*

### Cl. 26.3 Saturday and Sunday work

*(a) A General Employee required to work ordinary hours 7am – 6pm 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.*

### Cl. 27.2 Overtime rates

*(a) Where a General Employee works overtime, the Company must pay the General Employee overtime rates as follows:*

<b>For overtime worked on</b>	<b>Overtime rate % of minimum hourly rate</b>
<i>Monday – Saturday * - first 3 hours</i>	150
<i>Monday to Saturday * - after 3 hours</i>	200
<i>Sunday *</i>	200
<i>Public holidays</i>	250

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

## B.8 Casual Relief Teachers

The salary payable to a Casual Relief Teacher (CRT) will be not less than the table below. A daily time fraction is 7.6 hours.

CRT's will receive a Full Day rate even if they work less than 7.6 hours.

	2022	2023	2024	2025
Full day	\$565.00	\$580.00	\$595.00	\$610.00
Half day	Not applied	Not applied	Not applied	Not applied



## Schedule C – Allowances

### C.1 Responsibility allowance (Teachers)

#### C.1.1 Eligibility

- (a) A responsibility allowance will be paid to a Teacher where the Company requires performance of administrative, pastoral care and/or educational leadership duties additional to those usually required of Teachers by the Company.
- (b) An allowance is linked to a position of leadership rather than tied to an individual Teacher.
- (c) The Executive Principal of Indie Schools approves annually, positions of leadership and who is eligible for a leadership allowance. Heads of Schools make recommendations to the Executive Principal.

#### C.1.2 Notification

- (a) The Executive Principal will provide written advice to a Teacher in receipt of an allowance of the position Level, its tenure, the duties required and the allowance to be paid.

#### C.1.3 Level of responsibility

The level of additional responsibility can be categorised as either administrative, pastoral care or educational leadership, or a combination of these, as follows:

- Level A Positions of leadership, or a Curriculum Coordinator or equivalent. This allowance will only be available to four year or five year trained teachers.
- Level B Positions of leadership such as a Head of Subject or equivalent.

C.1.4 The assignment by the Executive Principal of a position to a particular level in this clause will reflect the graduation of responsibilities exercised, whether, administrative, pastoral care or educational leadership, with Level A being the most significant level of responsibility. If a teacher holds a position for more than one year, the second year allowance level will apply.

#### C.1.5 Amount

- (a) The following allowances apply:

	Level A	Level B
2022 1 <sup>st</sup> Year	\$4400	\$2200
2022 2 <sup>nd</sup> Year	\$6600	\$3300
2023 1 <sup>st</sup> Year	\$4520	\$2260
2023 2 <sup>nd</sup> Year	\$6760	\$3380
2024 1 <sup>st</sup> Year	\$4640	\$2320
2024 2 <sup>nd</sup> Year	\$6940	\$3470
2025 1 <sup>st</sup> Year	\$4760	\$2380
2025 2 <sup>nd</sup> Year	\$7110	\$3550

- (b) The allowances provided for in C.1.5 will increase as per schedule from the first full pay period commencing on or after the new school year in 2022, 2023, 2024 and 2025.
- (c) Where the position of leadership is shared, the payments may also be shared.
- (d) A Teacher may only hold one (1) responsibility allowance at a time.

**C.1.6 Supervision of student teachers**

Where a Teacher supervises a student teacher with the permission of the Executive Principal, the Teacher shall receive all payments made by the student teacher’s Training Institution for such supervision.

**C.1.7 Assistant Heads of School**

**Eligibility**

- (a) A responsibility allowance will be paid to a Teacher where the Company requires the appointment of an Assistant Head of School and corresponding leadership duties additional to those usually required of Teachers by the Company.
- (b) An allowance is linked to an individual Teacher and paid in addition to the Classification Level (as determined by qualifications).
- (c) The Executive Principal of Indie Schools approves annually, positions of Assistant Heads of School. Heads of Schools make recommendations to the Executive Principal.

**C.1.8 Notification**

- (a) The Executive Principal will provide written advice to a Teacher in receipt of an allowance of the position Level, its tenure, the duties required and the allowance to be paid.

**C.1.9 Amount**

- (a) The following allowances apply for Assistant Heads of School:

Indie School Size of operations	30-50 students enrolled at census	50-70 students enrolled at census	70+ students enrolled at census
2022	\$5,000	\$7,500	\$10,000
2023	\$5,125	\$7,690	\$10,250
2024	\$5,250	\$7,880	\$10,510
2025	\$5,385	\$8,080	\$10,770

**Other**

**C.2 First aid allowance**

**C.2.1 Application**

An Employee who is designated by the Company 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 \$20 per week (over 52 weeks of the year).

**C.2.2 Excluded General Employees**

This allowance does not apply to:

- (a) a nurse;
- (b) a General Employee employed exclusively as a first aid officer; or
- (c) a General Employee whose appointment to the position of first aid officer has been taken into account in classifying their position.

**C.3 Vehicle allowance**

Refer Clause 18.

**C.4 Laundry Allowance**

Laundry Allowance (or Uniform Allowance) of 0.10c per hour is included in Schedule B (table B.6) (Equates to \$198.28 per year for Full-time staff)

**Schedule D – Public Holidays, School Term Dates and Christmas Closure (General Employees)**

**PUBLIC HOLIDAYS (National)**

Holiday	2022	2023	2024	2025
New Year's Day	1 Jan Sat	1 Jan Sun	1 Jan Mon	Date tbc
New Year Holiday	3 Jan Mon	2 Jan Mon		
Australia Day	26 Jan Wed	26 Jan Thu	26 Jan Fri	
Good Friday	15 Apr Fri	7 Apr Fri	29 Mar Fri	
Easter Monday	18 Apr Mon	10 Apr Mon	1 Apr Mon	
ANZAC Day	25 Apr Mon	25 Apr Tue	25 Apr Thu	
Christmas Day	25 Dec Sun	25 Dec Mon	25 Dec Wed	
Boxing Day	26 Dec Mon	26 Dec Tue	26 Dec Thu	
Christmas Holiday	27 Dec Tue			

**NEW SOUTH WALES**

Holiday	2022	2023	2024	2025	Term Dates			
					2022	2023	2024	2025
Queen's Birthday	13 Jun Mon	12 Jun Mon	10 Jun Mon	TBA				
Labour Day	3 Oct Mon	2 Oct Mon	7 Oct Mon					
(E) = East (W) = West					<u>Term 1</u> 18 Jan – 8 Apr (E) 4 Feb – 8 Apr (W)	<u>Term 1</u> 27 Jan – 6 Apr (E) 3 Feb – 6 Apr (W)	<u>Term 1</u> 30 Jan – 12 Apr (E) 6 Feb – 12 Apr (W)	<u>Term 1</u> 31 Jan – 11 Apr (E) 7 Feb – 11 Apr (W)
					<u>Term 2</u> 26 Apr – 1 July	<u>Term 2</u> 24 Apr – 30 June	<u>Term 2</u> 29 Apr – 5 July	<u>Term 2</u> 28 Apr – 4 July
					<u>Term 3</u> 18 July – 23 Sep	<u>Term 3</u> 17 July – 22 Sep	<u>Term 3</u> 22 July – 27 Sep	<u>Term 3</u> 21 July – 26 Sep
					<u>Term 4</u> 10 Oct – 20 Dec	<u>Term 4</u> 9 Oct – 19 Dec	<u>Term 4</u> 14 Oct – 20 Dec	<u>Term 4</u> 13 Oct – 19 Dec

**QUEENSLAND**

Holiday	2022	2023	2024	2025	Term Dates			
					2022	2023	2024	2025
Labour Day	2 May Mon	1 May Mon	6 May Mon	TBA				
Ekka Wednesday	10 Aug Wed	16 Aug Wed	14 Aug Wed					
Queen's Birthday	3 Oct Mon	2 Oct Mon	7 Oct Mon					
					<u>Term 1</u> 24 Jan – 1 Apr	<u>Term 1</u> 23 Jan – 31 Mar	<u>Term 1</u> 22 Jan – 28 Mar	<u>Term 1</u> 28 Jan – 4 Apr
					<u>Term 2</u> 19 Apr – 24 June	<u>Term 2</u> 17 Apr – 23 June	<u>Term 2</u> 15 Apr – 21 June	<u>Term 2</u> 22 Apr – 27 June
					<u>Term 3</u> 11 July – 16 Sep	<u>Term 3</u> 10 July – 15 Sep	<u>Term 3</u> 8 July – 13 Sep	<u>Term 3</u> 13 July – 19 Sep
					<u>Term 4</u> 4 Oct – 9 Dec	<u>Term 4</u> 3 Oct – 8 Dec	<u>Term 4</u> 30 Sep – 13 Dec	<u>Term 4</u> 7 Oct – 12 Dec

**SOUTH AUSTRALIA**

Holiday	2022	2023	2024	2025	Term Dates			
					2022	2023	2024	2025
Adelaide Cup Day	14 Mar Mon	13 Mar Mon	11 Mar Mon	TBA				
Queen's Birthday	13 Jun Mon	12 Jun Mon	10 Jun Mon					
Labour Day	3 Oct Mon	2 Oct Mon	7 Oct Mon					
Proclamation Day	26 Dec Mon	26 Dec Tue	26 Dec Thur					
Proclamation Day Holiday	27 Dec Tue							
					<u>Term 1</u> 13 Jan – 14 April	<u>Term 1</u> 30 Jan – 14 April	<u>Term 1</u> 29 Jan – 12 April	<u>Term 1</u> 28 Jan – 11 April
					<u>Term 2</u> 2 May – 8 July	<u>Term 2</u> 1 May – 7 July	<u>Term 2</u> 29 April – 5 July	<u>Term 2</u> 28 April – 4 July
					<u>Term 3</u> 25 July – 30 Sep	<u>Term 3</u> 24 July – 29 Sep	<u>Term 3</u> 22 July – 27 Sep	<u>Term 3</u> 21 July – 26 Sep
					<u>Term 4</u> 17 Oct – 16 Dec	<u>Term 4</u> 16 Oct – 15 Dec	<u>Term 4</u> 14 Oct – 13 Dec	<u>Term 4</u> 13 Oct – 12 Dec

**TASMANIA**

Holiday	2022	2023	2024	2025	Term Dates			
					2022	2023	2024	2025
Devonport Cup	5 Jan Wed	11 Jan Wed	10 Jan Wed	TBA				
Royal Hobart Regatta	14 Feb Mon	13 Feb Mon	12 Feb Mon			(Dates TBC)		
Launceston Cup	23 Feb Wed	22 Feb Wed	28 Feb Wed				Dates tba	Dates tba
King Island Show	1 Mar Tue	7 Mar Tue	5 Mar Tue		<u>Term 1</u> 9 Feb – 14 April	<u>Term 1</u> 31 Jan – 6 April		
Eight Hours Day	14 Mar Mon	13 Mar Mon	11 Mar Mon					
Easter Tuesday	19 Apr Tue	11 Apr Tue	2 Apr Tue		<u>Term 2</u> 2 May – 8 July	<u>Term 2</u> 26 Apr – 30 June		
AGFEST	6 May Fri	5 May Fri	3 May Fri					
Queen's Birthday	13 Jun Mon	12 Jun Mon	10 Jun Mon		<u>Term 3</u> 25 July – 30 Sep	<u>Term 3</u> 17 July – 22 Sep		
Burnie Show	30 Sep Fri	6 Oct Fri	4 Oct Fri					
Royal Launceston Show	6 Oct Thu	12 Oct Thu	10 Oct Thu		<u>Term 4</u> 17 Oct – 14 Dec	<u>Term 4</u> 9 Oct – 15 Dec		
Flinders Island Show	14 Oct Fri	20 Oct Fri	18 Oct Fri					
Royal Hobart Show	20 Oct Thu	26 Oct Thu	24 Oct Thu					
Recreation Day	7 Nov Mon	6 Nov Mon	4 Nov Mon					
Devonport Show	25 Nov Fri	1 Dec Fri	29 Nov Fri					

**VICTORIA**

Holiday	2022		2023		2024		2025		Term Dates			
									2022	2023	2024	2025
Labour Day	14 Mar	Mon	13 Mar	Mon	11 Mar	Mon	TBA		<u>Term 1</u> 31 Jan – 8 April	<u>Term 1</u> 30 Jan – 6 April	<u>Term 1</u> 30 Jan – 28 March	<u>Term 1</u> 29 Jan – 4 April
Queen’s Birthday	13 Jun	Mon	12 Jun	Mon	10 Jun	Mon			<u>Term 2</u> 26 April – 24 June	<u>Term 2</u> 24 April – 23 June	<u>Term 2</u> 15 Apr – 28 June	<u>Term 2</u> 22 April – 4 July
AFL Grand Final Day	TBA		TBA		TBA				<u>Term 3</u> 11 July – 16 Sep	<u>Term 3</u> 10 July – 15 Sep	<u>Term 3</u> 15 July – 20 Sep	<u>Term 3</u> 21 July – 19 Sep
Melbourne Cup Day	1 Nov	Tue	7 Nov	Tue	5 Nov	Tue			<u>Term 4</u> 3 Oct – 20 Dec	<u>Term 4</u> 2 Oct – 20 Dec	<u>Term 4</u> 7 Oct – 20 Dec	<u>Term 4</u> 6 Oct – 19 Dec

**WESTERN AUSTRALIA**

Holiday	2022		2023		2024		2025		Term Dates			
									2022	2023	2024	2025
Labour Day	7 Mar	Mon	6 Mar	Mon	4 Mar	Mon	TBA		<u>Term 1</u> 31 Jan – 8 Apr	<u>Term 1</u> 1 Feb – 6 April	<u>Term 1</u> 31 Jan – 28 March	<u>Term 1</u> 5 Feb – 11 Apr
Western Australia Day	6 Jun	Mon	5 Jun	Mon	3 Jun	Mon			<u>Term 2</u> 26 Apr – 1 July	<u>Term 2</u> 24 Apr – 30 June	<u>Term 2</u> 15 Apr – 28 June	<u>Term 2</u> 28 Apr – 4 July
Queen’s Birthday	26 Sep	Mon	25 Sep	Mon	TBA				<u>Term 3</u> 18 July – 23 Sep	<u>Term 3</u> 17 July – 22 Sep	<u>Term 3</u> 15 July – 20 Sep	<u>Term 3</u> 21 July – 26 Sep
									<u>Term 4</u> 10 Oct – 15 Dec	<u>Term 4</u> 9 Oct – 14 Dec	<u>Term 4</u> 7 Oct – 12 Dec	<u>Term 4</u> 13 Oct – 18 Dec

**CHRISTMAS CLOSURE (GENERAL EMPLOYEES) Excluding operational services staff – ALL STATES**

10 working days – 3 days public holiday. Dates are inclusive.

2022-2023	2023-2024	2024-2025	2025-2026
Thursday 22/12/2022 – Monday 9/1/2023 Return to work Tuesday 10th	Friday 22/12/2023 – Tuesday 9/1/2024 Return to work Wednesday 10 <sup>th</sup>	Monday 23/12/2024 – Wednesday 8/1/2025 Return to work Thursday 9th	TBA

EXECUTED as an agreement this \_\_\_\_\_ day of \_\_\_\_\_ 202\_

**COMPANY REPRESENTATIVE**

**Signed:**

**Date:**

**Name in full (printed):**

**Position title:**

**Authority to sign explained:**

**Address:**

**Witnessed by:**

**Witness name in full:**

**Witness address:**

**EMPLOYEE REPRESENTATIVE**

**Signed:**

**Date:**

**Name in full (printed):**

**Position title:**

**Authority to sign explained:**

**Address:**

**Witnessed by:**

**Witness name in full:**

**Witness address:**

**DECLARATION**

Executed as an agreement this 12th day of October 2021

**EMPLOYER REPRESENTATIVE**

Signed: 

Date: 12/10/21

Name in full (printed): Rodney Wangman

Address: 63 High St, Wodonga, Vic, 3690

Position title: Principal | Chief Executive Officer | Chief Executive Officer

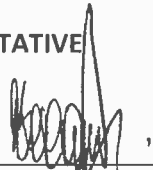
Authority to sign explained: The position is the Principal and nominated bargaining representative for the Employer.

Witnessed by signed: 

Witness name in full: Karen Knight

Witness address: 63 High St, Wodonga, Victoria, 3690

**EMPLOYEE REPRESENTATIVE**

Signed: 

Date: 12/10/21

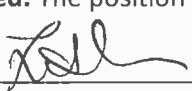
Name in full (printed): Paul Bocquet

Position Title: Human Resources

Authority to sign explained: Employee representative

Address: 63 High St, Wodonga, Vic, 3690

Authority to sign explained: The position is an employee covered by the agreement

Witnessed by signed: 

Witness name in full: Fiona Keeble

Witness address: 63 High St, Wodonga, Victoria, 3690





IN THE FAIR WORK COMMISSION

FWC Matter No.:

**AG2021/7969 - Application by Albury Wodonga Community College Limited**

Applicant: Albury Wodonga Community College Limited (ABN 28 368 867 854) on behalf of the Employer (Company) as listed in Clause 3 of the Agreement.

Section 185 – Application for approval of a single enterprise agreement

Undertaking – Section 190

I, Rodney Steven Wangman, Chief Executive Officer/Company Secretary have the authority given to me by Albury Wodonga Community College Limited to give the following undertakings with respect to the Albury Wodonga Community College Enterprise Agreement 2022 – 2025 ("the Agreement"):

The Albury Wodonga Community College undertakes to:

1. Increase all proposed Enterprise Agreement rates (Levels 1 – 18) by \$0.30/hour (in Year 2022) as referenced in Schedule B.6 Salary table.
2. Insert a sentence to increase the minimum engagement for a casual General Employee to 3 hours in Clause 21.5(a)(i);
3. To amend the first and second row in the table at clause 27.2(a) to read as follows:  

Monday to Saturday*	- first 2 hours
Monday to Saturday*	- after 2 hours
4. To amend clause 31.5 to read as follows:  

(a) afternoon shift means any shift finishing after 6pm and at or before midnight;
--
5. To add the following clause entitlement into the Enterprise Agreement  

“We will provide for a paid meal break for shiftworkers (being employees who work a shift that attracts the penalty rates in Clause 26.2) of at least 20 minutes no later than 5 hours after the starting time of each shift.”
6. To continue all current employee salaries as now applies from Agreement approval until implementation of salary commencement as in Agreement Clause 23.2
7. To abide by any Award salary indexation decisions that occur between Agreement approval, and salary commencement as in Clause 23.2.

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



Signature – Rodney Wangman CEO/Company Secretary  
Date 10<sup>th</sup> November 2021

# CONTACT THE IEU

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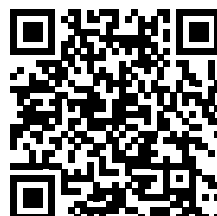
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@ieuvictas



**Join the IEU  
online today**

[ieuvictas.org.au/join](http://ieuvictas.org.au/join)

# This Agreement was won through the solidarity and collective strength of IEU members in this workplace.

The IEU is the collective voice and leading advocate for staff in Victorian independent schools. We've achieved higher wages and better conditions, enforceable consultation provisions, paid parental leave, improved employment security and better salaries for Education Support staff.

These wins have come through active member campaigns, Agreement negotiations, and robust enforcement of conditions. We continue to fight to improve the working lives and professional development of teachers and education support staff.

