

DECISION

Fair Work Act 2009 s.185—Enterprise agreement

Christian Community Ministries Ltd (AG2024/1871)

CHRISTIAN COMMUNITY MINISTRIES SCHOOLS ENTERPRISE AGEEMENT 2024

Educational facility industry

DEPUTY PRESIDENT SLEVIN

SYDNEY, 10 JULY 2024

Application for approval of the Christian Community Ministries Schools Enterprise Agreement 2024

[1] An application has been made pursuant to s.185 of the Fair Work Act 2009 (the Act) by Christian Community Ministries Ltd for the approval of *Christian Community Ministries Schools Enterprise Agreement 2024* (the Agreement). The Agreement is a single enterprise agreement. The Independent Education Union of Australia (IEUA) was a bargaining representative for the Agreement. The Commission must approve the Agreement if satisfied that the requirements in ss. 186 and 187 are met.

[2] The applicant informed the Commission that minor typographical errors were identified in the proposed Agreement that was distributed to employees for the purposes of the access period. At the time of lodging this application, the Applicant advised that corrections had been made and an amended version of the Agreement was filed correcting the errors. I am satisfied that the corrections should be made and that it is appropriate to do so pursuant to s.218A of the Act.

[3] The Agreement does not cover all of the employees of the employer, however, taking into account the factors in sections 186(3) and (3A) I am satisfied that the group of employees was fairly chosen.

[4] Having regard to the material contained in the application and filed in relation to it, I am satisfied that each of the requirements of ss.186 and 187 are met.

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

[6] The Agreement was approved on 10 July 2024 and, in accordance with s.54, will operate from 17 July 2024. The nominal expiry date of the Agreement at clause 1.5.2 is 31 December 2026.



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Educating for Eternity ... Equipping for Life

Christian Community Ministries Schools Enterprise Agreement 2024

QUEENSLAND

Chinchilla Christian College Dalby Christian College Endeavour Christian College Groves Christian College Livingstone Christian College Staines Memorial College Warwick Christian College Whitsunday Christian College

> www.ccmschools.edu.au ABN 96 105 961 135

NEW SOUTH WALES The Lakes Christian College

SOUTH AUSTRALIA Blakes Crossing Christian College Seaview Christian College

WESTERN AUSTRALIA Cornerstone Christian College Dunsborough Christian College

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PART 1 PREAMBLE

1.1 Agreement title

1.1.1 This Agreement shall be known as the *Christian Community Ministries Schools Enterprise Agreement* 2024 ('Agreement').

1.2 Coverage

- 1.2.1 This Agreement shall apply to Christian Community Ministries Ltd (ABN 96 105 961 135) ('the Employer') and all of their present and future employees¹ employed in its Schools (including boarding facilities) and Early Childhood Education and Care Services (ECEC services, including long day care centres, kindergartens, pre-prep centres, outside school hours care, or any other early childhood education and care service operated by the Employer), for whom classification and wage rates are provided for in this Agreement. Within this Agreement the terms 'college' and 'school' are interchangeable.
- 1.2.2 This Agreement specifically excludes any Employee appointed by the Employer:
 - (a) as a School Principal, being the Employee appointed by the Employer to the most senior leadership position in a school; or
 - (b) to a senior leadership, administrative or management role who is employed on an individual contract.
- 1.2.3 The Christian Community Ministries schools and ECEC services covered by this Agreement include:
 - (a) Blakes Crossing Christian College (Blakeview, South Australia);
 - (b) Chinchilla Christian College and Chinchilla Christian College Kindergarten (Chinchilla, Queensland);
 - (c) Cornerstone Christian College (West Busselton, Western Australia);
 - (d) Dalby Christian College (includes Boarding) and Dalby Christian College Early Learning Centre (Dalby, Queensland);
 - (e) Dunsborough Christian College (Quedjinup, Western Australia);
 - (f) Endeavour Christian College (Cooktown, Queensland);
 - (g) Groves Christian College and Groves Christian College Early Learning Centre, Kindergarten and Outside School Hours Care Service (Kingston, Queensland);
 - (h) Livingstone Christian College and Livingstone Christian College Early Learning Centre (Ormeau, Queensland);
 - (i) Seaview Christian College and Seaview Christian College Preschool (Port Augusta, South Australia);
 - (j) Staines Memorial College and Staines Memorial College Early Learning Centre (Redbank Plains, Queensland);
 - (k) The Lakes Christian College (Castlereagh, New South Wales);
 - (I) Warwick Christian College (Warwick, Queensland);
 - (m)Whitsunday Christian College and Whitsunday Christian College Outside School Hours Care Service (Cannonvale, Queensland); and
 - (n) any other school that Christian Community Ministries is in the process of developing or commencing but has not been formally accredited or registered.

1.3 Relationship with other industrial instruments

- 1.3.1 This Agreement shall replace the *Christian Community Ministries Schools Enterprise Agreement 2020* (AE506930) and the *Cornerstone Christian College Enterprise Agreement 2021* (AE510121).
- 1.3.2 Except as required by the Fair Work Act (or equivalent legislation) or as set out expressly within this Agreement, the Agreement replaces all Modern Awards which would otherwise apply to Employees covered by this Agreement.
- 1.3.3 This Agreement will be read and interpreted in conjunction with the National Employment Standards (NES). Where there is an inconsistency between this Agreement and the NES, and the NES provides a greater benefit, the NES provision will apply to the extent of the inconsistency.
- 1.3.4 An Employee employed under a previous enterprise agreement must be employed at the commencement of operation of this Agreement in order to be eligible for any backpay or other benefits that may have an earlier effective date under the terms of this Agreement.
- 1.3.5 This Agreement is a comprehensive stand-alone Agreement and applies to the exclusion of all other industrial instruments, unless otherwise specifically stated herein.

¹ For the avoidance of doubt, an Employee does not include a person engaged as an independent contractor.

1.4 No further claims

- 1.4.1 This Agreement constitutes a closed Agreement in settlement of all industrial matters for the duration of this Agreement. Subject to any ability to seek to vary or terminate this Agreement in accordance with the provisions of the *Fair Work Act 2009*, no further claims will be made or pursued by any party to this Agreement in relation to the Employees' terms and conditions of employment until after the nominal expiry date of this Agreement.
- 1.4.2 For the avoidance of doubt, this section does not prevent or restrict the Employer from:

(a) making, varying, or terminating any policy or procedure; or

(b) making, varying, or terminating any contract between the Employer and an Employee at common law;

1.5 Commencement date and period of operation

- 1.5.1 This Agreement shall commence operation seven days after the Agreement is approved by the Fair Work Commission.
- 1.5.2 The nominal expiry date of this Agreement shall be 31 December 2026.

1.6 Posting of Agreement

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

2.1 Mission and faith basis

- 2.1.1 The members of the Board of Directors of Christian Community Ministries are ultimately accountable to God for the operation and performance of the schools and early learning centres.
- 2.1.2 The common aim of Christian Community Ministries Schools and Early Childhood Education and Care (ECEC) Services is to provide Christ centred schooling and early education in an atmosphere of love, respect, peace, and discipline which will encourage students to achieve their full potential for God.
- 2.1.3 The doctrines, beliefs, tenets and/or teachings (collectively beliefs) ethos and values (collectively ethos), vision, mission, aims and objects (collectively aims) of the Employer are based on

(a) acceptance of both the lordship of Jesus Christ and

- (b) acceptance of the Bible (both the Old and New Testaments) as the revealed, inspired, and inerrant Word of God.
- 2.1.4 These beliefs, ethos and aims are expounded in the Employer's Statement of Faith. The Schools and Early Childhood Education and Care Services adhere to the historic doctrines of evangelical Christianity and believe the Bible as originally given by God is divinely inspired, infallible, and entirely trustworthy, and is the supreme authority in all matters of faith and conduct, from which we can know that:
 - (a) God: There is one true eternal creator God Father, Son, and Holy Spirit.
 - (b) <u>Creation</u>: God created all things, making man and woman in His own image and for relationship with Him.
 - (c) Sin: Sin entered into the world through human disobedience following the rebellion of Satan against God.
 - (d) <u>Christ</u>: The Son, Christ Jesus, was born of a virgin and lived as a sinless man. Out of the abundance of God's love the Father gave His only Son, Jesus Christ, to die to save all people from sin. Christ rose from the grave defeating the power of sin.
 - (e) <u>Salvation</u>: The death and resurrection of Christ brings salvation by grace through faith to those who repent, seek forgiveness, and believe in Him.
 - (f) <u>Spirit</u>: The Holy Spirit, following Jesus' return to His Father in heaven, lives within those who have salvation as a comforter and guide; guaranteeing their eternal hope.
 - (g) <u>Life</u>: Those who trust in Jesus as their Lord and Saviour are called to live a transformed life and as such, we have the responsibility to:
 - i. Encourage other Christians through meeting together for worship and fellowship;
 - ii. Uphold moral directives and ethical values contained in the Bible as expressed within the context of their personal life, their marriage life (the covenantal relationship of one man and one woman), and their relationships with others;
 - iii. Share the good news to all the world;
 - iv. Be active in expressing God's love through social justice.
 - (h) <u>Eternity</u>: Jesus is the only way to a relationship with God. Those who have received salvation have eternal life as joint heirs with Christ. Those who do not believe in Christ are separated from God for eternity.
 - (i) <u>Return and New Creation</u>: Christ will return as Lord to the earth, and everyone will see him. There will be a new heaven and a new earth.
 - (j) <u>Marriage</u>: Marriage has been divinely established by God and affirmed by Jesus as the voluntary, lifelong union of one man and one woman to the exclusion of all others. Marriage is a symbolic representation of the nature of God's love for us and His church, anticipating His union with the believers in eternity. (Genesis 1:27; Genesis 2:18-25; Matthew 19:4-6; Ephesians 5:22-33; Revelation 19: 6-9)
 - (k) <u>Sexuality</u>: Marriage is the only context in which human sexuality is to be expressed and which sexual intimacy is to be expressed. The Bible teaches that sexual behaviour is to be limited to monogamous, heterosexual, married couples and that believers are to abstain from sexual immorality. (Genesis 1:26-28; Genesis 2:18-25; Exodus 20:14; Leviticus 18:22; Matthew 5:27-28; Matthew 15:18-20; Acts 15:20; Romans 1:20-32; 1 Corinthians 6:9-20; 1 Corinthians 7:2; 1 Timothy 1:10; Hebrews 13:4.)
 - (I) <u>Gender identity</u>: The two distinct, complementary genders (sexes) of male and female together reflect the image of nature and God (Genesis 1:26-27). The Bible ties gender identity to biological sex (Genesis 1:27; Genesis 2:22-24) and does not make a distinction between the two. God's intended best for humankind is that we live our lives in accordance with our biological sex. According to scripture, our gender identity as designed by God. The determination of biological sex commences in the womb and is recognised at birth (Genesis 1:27; Genesis 5:1-2; Psalm 139:13-14; Mark 10:6). We therefore acknowledge the biological sex of a person as recognised at birth and require practices consistent with that sex. (Genesis 1:26-27; Genesis 2:22-24; Genesis 3:21; Genesis 5:1-2; Psalm 139:1-5 and 13-16; Matthew 19:4-5; Mark 10:6-7.)

- (m) <u>Christian Character and the Appearance of Sin</u>: Acknowledgement of our sin and acceptance of the loving grace of God will lead to purity and holiness as the Holy Spirit's work enables the believer to demonstrate the character of the perfect man, Jesus Christ. The Bible exhorts us to pursue godliness and to model Biblical standards of behaviour to our peers and the wider society in both word and deed. It also calls Christian believers to abstain from all appearance of evil and to be active members of a local Church and meet together regularly as a body is that we may be able to encourage one another. (Leviticus 20:22-26; Deuteronomy 6:25; Psalm 133:1; Matthew 5:16; Acts 2:46; 1 Corinthians 14:26; Philippians 2:12-16; 1 Thessalonians 5:22; Titus 2:10-14; Hebrews 10:25; 1 Peter 1:13-16; 2 Peter 3:11-14; 1 John 1:5-10)
- 2.1.5 Employees of schools and early learning centres encourage the development of the "whole child". We recognise that each child (student) is an individual and therefore needs to be treated as such. We believe that each child is born with different God-given talents that need to be nurtured by providing opportunities for growth spiritually, physically, socially, emotionally, and intellectually. By observing, planning, and evaluating, we seek to provide for the child's needs while allowing the child's individual, spontaneous and creative interest to be explored.
- 2.1.6 The Parties agree not to teach anything contrary to the aforementioned doctrines.

2.2 Objectives of this Agreement

- 2.2.1 The parties to this Agreement acknowledge that the primary purpose of the schools and early learning centres is to provide an education of high academic and spiritual standard at a reasonable cost and primarily for children from Christian homes, through the ministry of the school or early learning centre.
- 2.2.2 The agreed objectives of this Agreement are:
 - (a) To present God as Sovereign Ruler of all things and Christ, His Son as Saviour and Lord, through the power of the Holy Spirit.
 - (b) To prepare educational programs which are in harmony with the revealed truth of the Bible and fulfil Government educational requirements consistent with this truth.
 - (c) To help children develop and use their God given talents in the service of God and mankind by providing quality educational programs addressing spiritual, academic, physical, social, and emotional needs.
 - (d) To teach children a Biblical world view and their roles and responsibilities as individuals and as members of the community.
 - (e) To present to children the choice they have in becoming a disciple of Christ and to help them understand the consequences of their decision.
 - (f) To resource the schools and early learning centres with dedicated Christians, committed to the mission of Christian Community Ministries, who through professional skills and spiritual gifts influence and encourage children and the wider school or centre community in the ways of God and recognise the role of faith in their ministry.
 - (g) To support families in the role of raising their children and to encourage them to be involved in the life of the schools and early learning centres.
 - (h) To create an educational environment which encourages children to learn of God and to respond to Him in love and obedience.
 - (i) To encourage the school and early learning centre community to be active participants in their local Churches.
- 2.2.3 The parties to this Agreement acknowledge an ongoing commitment towards reducing operating costs and improving productivity and efficiency in all areas. This includes:
 - (a) Service
 - (b) Teaching and curriculum delivery
 - (c) Management and administration
 - (d) Learning outcomes
 - (e) Support services
 - (f) Spiritual development
 - (g) Respecting and maintaining in good order company owned equipment; and
 - (h) Limiting the wastage of consumable resources such as energy consumption, photocopying, telecommunications.

2.3 Staff lifestyle and conduct requirement

2.3.1 The Employer bases its teachings and beliefs on the Bible, both Old and New Testaments, which it regards as the inspired and inerrant Word of God. These teachings are expounded in many of the public and internal documents of the schools and ECEC services and are available to Employees as part of their appointment process. These documents inform our understanding of the lifestyle values which staff who work in the schools and ECEC services are required to respect and maintain at all times, and should be understood as source documents, defining our doctrines, tenets, beliefs, or teachings.

- 2.3.2 The Parties agree that all staff, through their calling to serve, play a significant part in the ministry of the Christian church and the Gospel; partnering with parents and teaching and modelling Christian faith to students, as well as representing the School or ECEC service to those both inside and outside the school community. It is an inherent, genuine occupational requirement that all staff support the Employer in upholding and meeting its beliefs, ethos, and aims and set an example of personal lifestyle and conduct as set out below.
- 2.3.3 It is an inherent, genuine occupational requirement that all staff, as members of the Christian learning community of the school or ECEC service, and role models, are required to be genuine adherents in belief and practice to the Christian faith including possessing and maintaining a firm personal belief consistent with the beliefs, ethos and aims of the School, together with an active commitment to and involvement with a Christian Church. At the least, such an active commitment requires regular and frequently participate in relevant Staff Devotions and Staff Worship Services.
- 2.3.4 All Employees must:
 - (a) Conduct themselves in a manner consistent with the beliefs, and in accordance with the ethos and aims of the Employer, and any code or policy that may be developed from time to time, thus providing a specifically Christian role model and example to all students, families and others associated with the school or ECEC service.
 - (b) Not act in a way that they know, or ought reasonably to know, is contrary to the beliefs, ethos and aims of the Employer. Nothing in a staff member's deliberate conduct shall be incompatible with the intrinsic character of their position.
 - (c) Avoid, whether by word, action or lifestyle, any influence upon students (and in particular must not teach, encourage, or model anything) contrary to the beliefs, ethos and aims of the Employer.
 - (d) Behave at all times with honesty and propriety because such behaviour is morally and legally right, and because the Employer's business success depends on their reputation of integrity and on the trust and confidence of everyone with whom they deal.
 - (e) By their teaching and personal example, strive to help students understand, accept, and appreciate Christian teachings and values.
 - (f) Accept the educational philosophy of the Employer.
 - (g) Be committed to maintaining a harmonious working relationship.
- 2.3.5 Subject to the provisions of relevant anti-discrimination legislation in the jurisdiction in which the Employee is appointed, it is an inherent, genuine occupational requirement of employment at the schools and early learning centres of the Employer that Employees do not act in a way that they know, or ought reasonably to know, is contrary to the religious beliefs of the Employer. Such beliefs include that the expression of human sexuality was purposed to be through heterosexual, monogamous relationships, expressed intimately through marriage.
- 2.3.6 If a staff member acts contrary to the lifestyle and conduct requirements set out in this section, the matter will be dealt with in accordance with the Employer's normal procedures in relation to conduct and performance management. This may result in the termination of employment, as a reasonable and proportionate response to a fundamental and essential condition of employment.
- 2.3.7 Should a staff member cease to have a firm personal belief consistent with the Statement of Faith or cease to maintain an active commitment to and involvement with an appropriate Christian church, the staff member shall inform the Employer. If this situation persists, the staff member's employment may be terminated, in accordance with the normal processes relating to termination of employment, as a reasonable and proportionate response to a fundamental and essential condition of employment.

3.1 Probation

3.1.1 The employment of all Employees is subject to a six-month probationary period beginning at the commencement of employment unless the Employer and Employee agree to an alternative period in writing.

3.2 Recognition of professional commitment

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

3.3 **Professional development**

- 3.3.1 The parties to this Agreement recognise the importance of professional development as a means of enhancing professional practice and skills (including the use of technology) and improving ministry outcomes.
- 3.3.2 Professional development requirements are linked to:
 - (a) the goals and needs of the Employer;
 - (b) the appropriateness to the Employee's position;
 - (c) Information from relevant appraisal and audit systems including individual professional learning plans.
- 3.3.3 The Employer is committed to providing professional development within the Employer's resource capacity (including release time, course fees and other associated costs) via internal and external modes of delivery.
- 3.3.4 It is acknowledged that in some circumstances Employees may initiate or take up offers of professional development in their own time and at their own cost, or on a negotiated basis.
- 3.3.5 Staff maybe involved in such professional development activities as:
 - (a) relevant subject associations
 - (b) attending and speaking at out-of-school / centre in-services
 - (c) cluster meetings
 - (d) conferences; and
 - (e) further formal study.

3.4 **Provision of resources**

3.4.1 The Employer recognises the importance of the provision of access to teaching resources and equipment (for example, textbooks, computer software/hardware), as the Employer considers necessary for curriculum delivery, support, or management. All such resources which are provided by the Employer shall remain the property of the Employer.

3.5 Dress code

- 3.5.1 The standard of dress will vary depending on such issues as job requirements, weather conditions and changes in student activities. As an indication of appropriate dress code, the following principles are to be considered:
 - (a) All staff are significant role models for the students in their charge, so their dress and grooming should take this into account;
 - (b) the Employer has established standards of dress and grooming for students so staff should reinforce this with their own appearance;
 - (c) neatness and modesty in appearance reflects the image of the Employer in the Community; and
 - (d) the Employer may establish school-specific staff dress code policies to provide further guidance to staff.

3.6 Individual flexibility arrangements

- 3.6.1 The Employer and an Employee covered by this Agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the Agreement if:
 - (a) the Agreement deals with one or more of the following matters:
 - i. arrangements about when work is performed;
 - ii. overtime rates;
 - iii. penalty rates;
 - iv. allowances;
 - v. leave loading and
 - (b) the arrangement meets the genuine needs of the Employer and Employee in relation to one or more of the matters mentioned in paragraph (a); and
 - (c) the arrangement is genuinely agreed without coercion or duress to by the Employer and Employee.
- 3.6.2 The Employer must ensure that the terms of the individual flexibility arrangement:
 - (a) are about permitted matters under Section 172 of the Fair Work Act 2009; and
 - (b) are not unlawful terms under Section 194 of the Fair Work Act 2009; and
 - (c) result in the Employee being better off overall than the Employee would be if no arrangement was made.
- 3.6.3 The Employer must ensure that the individual flexibility arrangement:
 - (a) is in writing; and
 - (b) includes the name of the Employer and Employee; and
 - (c) is signed by the Employer and Employee and if the Employee is under 18 years of age, signed by a parent or guardian of the Employee; and
 - (d) includes details of:
 - i. the terms of the Agreement that will be varied by the arrangement; and
 - ii. how the arrangement will vary the effect of the terms; and
 - iii. how the Employee will be better off overall in relation to the terms and conditions of his or her employment as a result of the arrangement; and
 - (e) states the day on which the arrangement commences.
- 3.6.4 The Employer must give the Employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.
- 3.6.5 The Employer or Employee may terminate the individual flexibility arrangement:
 - (a) by giving a maximum of 28 days written notice to the other party to the arrangement; or
 - (b) if the Employer and Employee agree in writing at any time.

3.7 Requests for flexible working arrangements

- 3.7.1 Flexible working arrangements may be accessible by application to the Employer. Flexible work arrangements include changing hours of work, changing patterns of work, and changing place of work. The provisions of this section must be read in conjunction with the National Employment Standards (NES).
- 3.7.2 The Employee may request a change in working arrangements if any of the circumstances referred to Clause 3.7.3 apply to an employee; and the Employee would like to change their working arrangements because of those circumstances.
- 3.7.3 An Employee is eligible to request for flexible working arrangements if the Employee is:
 - (a) pregnant
 - (b) a parent, or has responsibility for the care, of a child who is school age or younger;
 - (c) a carer (as defined in the Carer Recognition Act 2010);
 - (d) has a disability;
 - (e) 55 years of age or older;
 - (f) experiencing family and domestic violence; or
 - (g) providing care or support to a member of the Employee's immediate family or member of the Employee's household, who is experiencing family and domestic violence.
- 3.7.4 To reduce doubt and without limiting Clause 3.7.3, an Employee who:
 - (a) is a parent, or has responsibility for the care of a child; and
 - (b) is returning to work after taking leave in relation to the birth of or adoption of the child;

may request to work part time to assist the Employee to care for the child.

- 3.7.5 An Employee is not entitled to make the request unless:
 - (a) For an Employee other than a casual Employee the Employee has completed at least 12 months of continuous service with the Employer immediately before making the request; or
 - (b) For a casual Employee the Employee:
 - i. is immediately before making the request, a regular casual Employee of the Employer who has been employed on that basis for a sequence of periods of employment during a period of 12 months; and
 - ii. has a reasonable expectation of continuing employment by the Employer on a regular basis.
- 3.7.6 For the purpose of applying Clause 3.7.5(a) in relation to an Employee who has had their employment converted under a casual conversion provision, any period for which the Employee was a regular casual employee of the Employer is taken to be continuous service for the purposes of this paragraph.
- 3.7.7 Any request for flexible work arrangements by an Employee must be in writing and shall specify:
 - (a) the details of the change sought;
 - (b) the reasons for the change;
 - (c) the proposed commencement date of the arrangements; and
 - (d) the proposed date of return to normal duties.
- 3.7.8 Such arrangements shall only be made at the request of the Employee and by agreement with the Employer.
- 3.7.9 In considering the Employee's application for flexible work arrangements, the Employer will take into account the following:
 - (a) the nature of the flexible work arrangements sought;
 - (b) the particular circumstances of the Employee that gives rise to the application; and
 - (c) the operational requirements of the Employer, including the Employer's capacity to reorganise work arrangements and secure competent replacement staff.
- 3.7.10 The Employer will only refuse a request on reasonable business grounds. Without limiting what are reasonable business grounds, reasonable business grounds include the following:
 - (a) that the new working arrangements requested by the Employee would be too costly for the Employer;
 - (b) that there is no capacity to change the working arrangements of other employees to accommodate the new working arrangements requested by the Employee;
 - (c) that it would be impractical to change the working arrangements of other employees, or recruit new employees, to accommodate the new working arrangements requested by the Employee;
 - (d) that the new working arrangements requested by the Employee would be likely to result in a significant loss in efficiency or productivity;
 - (e) that the new working arrangements requested by the Employee would be likely to have a significant negative impact on customer service
- 3.7.11 The Employer will give the Employee a written response to the request within 21 days, stating whether the Employer grants or refuses the request. If the Employer refuses the request, the written response will include details of the reasons for the refusal.

3.8 General consultative arrangements

- 3.8.1 The Parties to this Agreement are committed to co-operation and consultation as part of the climate and culture of our schools and early childhood education and care services. The Parties also accept that final decision making remains the prerogative of the Employer. The Employer however, in coming to decisions, is committed to the process of consultation with Employees.
- 3.8.2 The nature and mechanism of this consultation shall be determined at the school/service level by staff and the College Principal giving consideration to local circumstances.

3.9 Consultation regarding major workplace changes

- 3.9.1 At any stage within the context of Section 3.9, an Employee may appoint a representative of their choice and the Employer must recognise the representative.
- 3.9.2 Where the Employer has made a definite decision to introduce a major change to production, program, organisation, structure, or technology, that is likely to have a significant effect on Employees, the Employer shall notify the relevant Employees of the decision to introduce the major change.
- 3.9.3 Significant effects includes termination of employment; major changes in the composition, operation, or size of the Employer's workforce or in the skills required; the elimination or diminution of job opportunities or job tenure; the alteration of hours of work; the need for retraining or transfer of Employees to other work or locations; and the restructuring of jobs. If however a clause in this Agreement makes provision for alteration of any of the matters referred to in this clause, such an alteration shall be deemed not to have significant effect.
- 3.9.4 As soon as practicable after making its decision, the Employer shall discuss with the relevant Employees the introduction of the change, the effect the change is likely to have on Employees and the measures the Employer is taking to avert or mitigate the adverse effect of the change on the Employees.
 - (a) For the purpose of such discussion, the Employer shall provide in writing to the Employees concerned all relevant information about the change including the nature of the change proposed, the expected effects of the change on Employees, and any other matters likely to affect Employees, provided that the Employer shall not be required to disclose confidential or commercially sensitive information, the disclosure of which would be adverse to the Employer's interests.
 - (b) The Employer shall give prompt and genuine consideration to matters raised about the major change by the relevant Employees.
- 3.9.5 Where the Employer proposes to introduce a change to the regular roster or ordinary hours of work of Employees, the Employer shall notify the relevant Employees of the proposed change.
 - (a) As soon as practicable after proposing to introduce the change, the Employer shall discuss with the relevant Employees the introduction of the change and provide all relevant information about the change, including the nature of the change, information about what the Employer reasonably believes will be the effects of the change on the Employees, and information about any other matters that the Employer reasonably believes are likely to affect the Employees, provided that the Employer shall not be required to disclose confidential or commercially sensitive information.
 - (b) The Employer shall invite the relevant Employees to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities).
 - (c) The Employer shall give prompt and genuine consideration to matters raised about the change by the relevant Employees.

3.10 Managing employee performance and conduct concerns

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

3.11 Dispute resolution

- 3.11.1 Subject to the *Fair Work Act 2009*, any dispute affecting (a) the working conditions of Employees or any other industrial matter pertaining to the relations between the Employer and Employees, (b) the terms of this Agreement or (c) the National Employment Standards shall be dealt with in the following manner.
 - (a) <u>Step One</u>: Employees shall first discuss any dispute with the Principal of their college, in the company of a support person of the Employee's choice if requested or, if they wish, the Employee may appoint a representative to discuss the dispute on behalf of the Employee. This discussion should take place within seven (7) days of the matter being raised, unless mutually agreed otherwise.

- (b) <u>Step Two:</u> If the dispute is unable to be resolved by discussion with the Principal, the matter shall be discussed between the Employee(s) and or their representative(s) and the Chief Executive Officer of Christian Community Ministries or a nominated representative of the Chief Executive Officer. This discussion should take place within 14 days of the unresolved matter being referred to the Chief Executive Officer, unless mutually agreed otherwise.
- (c) <u>Step Three</u>: If no agreement is reached at Step Two the matter shall be referred for settlement to the Board of Directors of Christian Community Ministries. This step should be completed within 14 days of the initiation of action in accordance with this step.
- (d) <u>Step Four:</u> If the dispute remains unresolved after being referred to the Board of Directors of Christian Community Ministries, a party to the dispute may refer the matter to the Fair Work Commission in accordance with the provisions of the *Fair Work Act 2009* for resolution by mediation, conciliation, or recommendation. If the matter in dispute remains unresolved, the Fair Work Commission may then arbitrate the dispute and make a determination that is binding on the parties (including where the dispute is in relation to whether the Employer had reasonable business grounds for refusing a request for flexible working arrangements or an extension of unpaid parental leave).
- 3.11.2 Until the dispute is resolved in accordance with this clause, an Employee must continue to perform his or her work as he or she would normally unless he or she has a reasonable concern about an imminent risk to his or her health or safety. An Employee must comply with a direction given by the Employer to perform other available work unless the work is not safe or appropriate for the Employee to perform, or there are other reasonable grounds for the Employee to refuse to comply with the direction.
- 3.11.3 All parties shall give consideration to matters raised or any suggestions or recommendation made by the Commission with a view to the prompt settlement of the dispute.
- 3.11.4 The arbitrated decision of the Fair Work Commission (subject to the parties right of appeal under the Act) will be final and binding on all parties to the dispute.
- 3.11.5 Discussions at any stage of the procedure shall not be unreasonably delayed by any party. If genuine discussions are unreasonably delayed or hindered, it shall be open to any party to give notification of the dispute to the Fair Work Commission.

PART 4 JOB SHARE

4.1 Introduction

- 4.1.1 Job sharing is a voluntary arrangement in which the duties, responsibilities and benefits of a full-time position are divided between two Employees for the life of the arrangement.
- 4.1.2 The Parties agree that job share can assist Employees in balancing work and family demands throughout various stages of their life and work cycle, and as such job-share can have advantages for Employees and Employer.
- 4.1.3 Consequently, the Employer agrees to implement a job-share provision in accordance with agreed guidelines in Section 4.3 Arrangements for and Section 4.4 Arrangements for General Staff. All Employees shall have access to the job-share provision, at the discretion of the Principal for the school or early learning centre at which they are employed.
- 4.1.4 <u>Principles</u>: The agreed principles are:
 - (a) job-sharing is entered into voluntarily;
 - (b) job-share arrangements shall be flexible and accommodate the Employer and Employee needs; and
 - (c) all requests for job-share arrangements are subject to the approval of the Principal.
- 4.1.5 At the conclusion of the job-share period both Employees will return to the position as designated in the relevant letter of appointment and the employment status each held before the job-share began.
- 4.1.6 If one member of a job-sharing team vacates the position for any reason or is terminated, and the remaining job sharer does not wish to vary their employment category to full-time, reasonable effort to find a suitable replacement for the vacant portion of the position will be made. Where a suitable replacement cannot be found, the remaining job-sharer may be required to transfer to another position, if a position is available.

4.2 Conditions and entitlements

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

4.3 Arrangements for Teachers

- 4.3.1 <u>Application</u>: A full-time Teacher may apply to the school for his or her position to be considered for job-share. When considering the application, the Principal will have regard to the following:
 - (a) the positions that might be affected;
 - (b) what process will be used to determine the Teachers who will job-share and under what arrangements the Teachers will work, including:

- i. the days worked by each Teacher;
- ii. the communication process between the Teacher and the relevant supervisor/s, and between the Teachers themselves;
- iii. division of planning and non-instructional time;
- iv. the expectations placed upon Teachers in relation to participation in excursions and co-curricular activities where relevant;
- v. participation in parent-teacher interviews;
- vi. participation in duties such as playground and bus supervision;
- vii. participation in assessment and reporting;
- viii. attendance at staff meetings and other meetings;
- ix. participation in professional development;
- x. any matters considered relevant by the Principal; and
- xi. any other matters considered relevant by each of the Principal and Employees to the position to be shared.
- 4.3.2 <u>Appointment</u>: Upon appointment, each participant will receive an individual letter of appointment from the Principal which outlines the arrangements determined in Clause 4.3.1(b) above, and also identified the following:
 - (a) The position concerned and the continuing status of that position;
 - (b) The fixed nature of the arrangement;
 - (c) The fixed term status of any replacement Employee if applicable; and
 - (d) The duration of the arrangement.
- 4.3.3 <u>Alteration to Arrangements</u>: Where a participant seeks to amend the terms of the arrangements, the further approval of the Principal is required and he or she shall have regard to the elements contained in Clause 4.3.1.

4.4 Arrangements for General Staff

- 4.4.1 Application: A full-time General Staff Employee may apply for their position to be considered for job-share. When considering the application, the Principal will have regard to the following:
 - (a) how many positions might be affected;
 - (b) what process will be used to determine the employees who will job share and under what arrangements the employees will work, including:
 - i. the days worked by each Employee;
 - ii. the communication process between the Employees and the relevant supervisor/s, and between the Employees themselves;
 - iii. attendance at staff meetings and other meetings;
 - iv. participation in professional development; and
 - v. any other matters arising out of the position to be shared.
- 4.4.2 <u>Appointment</u>: Upon appointment, each participant will receive an individual letter of appointment from the Principal which outlines the arrangements determined in Clause 4.4.1(b) above, and also identified the following:
 - (a) The position concerned and the continuing status of that position;
 - (b) The fixed nature of the arrangement;
 - (c) The fixed term status of any replacement Employee if applicable; and
 - (d) The duration of the arrangement.
- 4.4.3 <u>Alteration to Arrangements</u>: Where a participant seeks to amend the terms of the arrangements, the further approval of the Principal is required and he or she shall have regard to the elements contained in Clause 4.4.1.

5.1 Preamble for Part 5

- 5.1.1 This part applies to all Employees engaged as a Teacher in a school or Early Childhood Education and Care Service; noting that PART 6 may additionally apply to a Teacher employed in an Early Childhood Education and Care Service.
- 5.1.2 Teacher means a person employed as such and who performs duties as outlined in Section 5.2.
 - (a) To be employed as a Teacher in a school, a person must hold valid teacher registration or accreditation (or equivalent) as required by legislation applicable in the relevant State jurisdiction.
 - (b) To be employed as a Teacher in the role of Early Childhood Teacher in an Early Childhood Education and Care Service, a person must hold an approved qualification for that role as determined by the Australian Childrens Education and Care Quality Authority (ACECQA).
 - (c) To avoid doubt, Teacher includes a person employed as a Teacher in certain leadership positions that may not have a timetabled class allocation.
 - (d) To avoid doubt, a Teacher includes a VET Trainer and Assessor who holds valid teacher registration; but excludes a person engaged as a VET Trainer and Assessor who is not a registered Teacher (a VET Trainer and Assessor who is not a Teacher shall be employed as a General Staff Employee, and specifically pursuant Part 9).

5.2 Duties of a Teacher

5.2.1 The duties of a Teacher, in addition to teaching and associated duties (including programming, lesson planning, preparation, assessment, reporting and professional development) may include, but are not limited to, playground and sports duties, activities associated with administration, leadership and management, review, development and delivery of educational programmes, attendance at staff meetings and devotions, school assemblies and parent teacher meetings, pastoral care and student welfare, attending school camps, retreats and excursions (including overnight excursions) and extra-curricular activities.

5.3 Terms of engagement

- 5.3.1 On appointment the Employer will provide the Teacher (other than a casual Teacher) with a letter of appointment stating the classification and rate of salary applicable on commencement, the Teacher's normal face-to-face teaching load and general details of their requirements to perform extra-curricular duties.
- 5.3.2 In the case of a part-time Teacher, the letter of appointment will include the Teacher's teaching load expressed as a percentage of a full-time load in the school and provide that their requirements to perform extra-curricular duties will generally be, on balance, overall, in the same proportion to their teaching load as that of a full-time Teacher.
- 5.3.3 Where the Employer engages the Teacher on a fixed term basis, the letter of appointment will inform the Teacher of the fact and reason the employment is fixed term, the date of commencement and the proposed or expected period of the employment.
- 5.3.4 A Teacher upon appointment shall be paid as from the date upon which they commence duty; provided that for a Teacher who commences at the beginning of a school year, the commencement date shall be no less than two weeks prior to the first week of student attendance in Term 1.

5.4 Employment categories

- 5.4.1 A person employed as a Teacher under this Agreement will be appointed in one of the following categories:
 - (a) full-time;
 - (b) part-time;
 - (c) casual; or
 - (d) fixed term.

5.5 Full-time appointment

5.5.1 A full-time Teacher is engaged to work with a full teaching load or a full teaching and administration load. The appointment is ongoing employment on an indefinite full-time basis.

5.6 Part-time appointment

- 5.6.1 A part-time Teacher is engaged to work on a regular basis for less than, but not more than 90% of, the hours of a full-time Teacher in the school. The appointment is ongoing employment on an indefinite part-time basis.
 - (a) By mutual agreement between a part-time Teacher and the Employer the regular work of that Teacher may increase to above 90% of full-time hours, but less than 100% of full-time hours, in which case the part-time Teacher will not be considered to be full-time and will receive remuneration and entitlements on a pro-rata basis.
 - (b) The rate of payment for part-time Teachers shall be calculated by dividing by 70 the fortnightly rate of salary prescribed by this Agreement for a full-time Teacher of equivalent teaching experience and academic qualification. Part-time Teachers shall accrue a pro-rata entitlement to paid leave and vacation periods based on their average weekly hours of employment.
 - (c) The Employer cannot vary a part-time Teacher's teaching load or days of attendance unless:
 - i. the Employee consents; or
 - ii. where such a variation is required because of a change in funding or enrolment or curriculum, the Employer provides seven calendar weeks' notice in writing, or where the change would result in a reduction in income, the income of the Teacher is maintained for a period of seven calendar weeks.
- 5.6.2 Where a part-time Teacher is requested to work additional hours on a short-term basis above their normally contracted hours, the Employee may, by prior arrangement with the Employer, request these hours to be paid based on a casual appointment in accordance with the provisions of Section 5.7 (noting that any such payment will not accrue leave entitlements).
- 5.6.3 A part-time Teacher shall undertake the normal duties of a full-time Teacher, generally proportional overall to their load, as required by the Employer over the course of the year. The school will attempt to assist a part-time Teacher to meet these requirements, by consulting with the Teacher regarding the timing of such commitments.

5.7 Casual appointment

- 5.7.1 A casual appointment means employment as a casual employee as defined by the Fair Work Act 2009.
- 5.7.2 Casual Teachers shall be engaged for a period of not more than four consecutive weeks. They may be asked by a school to replace one, or multiple Teachers across various year levels. Casual Teachers may also be allocated other school duties that fall within the daily 7 hours of paid work.
- 5.7.3 When engaged for a full day of work a casual Teacher works and is paid for seven hours typically between 8:00 and 3:30 with an unpaid 30-minute lunch break and a 10-minute rest break.
- 5.7.4 The remuneration payable to a casual Teacher will be:
 - (a) Where a casual Teacher is engaged on a day-to-day basis for up to five days, the rate of pay will be a daily rate as specified in Section 11.5, which is inclusive of a casual loading.
 - (b) Where a casual Teacher is engaged for a single engagement of more than five consecutive days, the rate of pay will be the appropriate casual hourly rate for the classification as determined per Section 5.9 calculated as follows:
 - i. Identify the applicable annual rate in Section 11.6 (inclusive of Location Loading);
 - ii. Divide the identified applicable annual rate by 26.089 to obtain a fortnightly rate;
 - iii. Divide the fortnightly rate by 70 to obtain an hourly rate;
 - iv. Add 23.7% to the hourly rate to obtain the casual hourly rate².
- 5.7.5 A casual Teacher will be paid for a minimum of 3.5 hours per day.
- 5.7.6 A casual Teacher may be entitled to be offered or request casual conversion in accordance with the *Fair Work Act* 2009.

² The annual rates of pay in Section 11.6 include provision for annual leave loading. The 23.7% casual loading plus the hourly rate derived from Section 11.6 effectively provides a casual Employee with an equivalent casual loading of 25%.

5.8 Fixed term appointment

- 5.8.1 A Teacher may be employed on a fixed term basis:
 - (a) In a position that is not an ongoing position, including as a (temporary) replacement employee for an employee holding an ongoing position.
 - (b) In a new position that is being trialled, for up to one school year.
 - (c) Where the school's staffing levels will, or are likely to, be reduced in the following year overall or in a department or section.
 - (d) Where an ongoing position has not been able to be filled using normal selection processes and criteria and the Teacher has been informed of this in writing prior to the appointment.
 - (e) To replace a Teacher whose employment ends during a school year, until the end of the school year.
 - (f) Where the Teacher has a time-limited legal right to work in Australia, such as related to an immigration visa duration or condition.
- 5.8.2 A Teacher may be employed either full-time or part-time on a fixed term basis for a specified maximum period of time for a period of at least four weeks, but generally no more than 12 months, or, where the Teacher is temporarily replacing another Teacher, for the period of leave, secondment, or other temporary work arrangement of the other Teacher.
- 5.8.3 Particular circumstances where a Teacher may be employed on a fixed term basis include employment to:
 - (a) Undertake a specified project for which funding has been made available for a limited period, for example, to implement or assist in the implementation of a particular programme for which funding has been made available for a period of time;
 - (b) Undertake a specified task, which has a limited period of operation;
 - (c) Replace a Teacher who is on leave or secondment, working part-time on a temporary basis pursuant to a flexible work arrangement, performing other duties temporarily, or whose employment has terminated after the commencement of the school year; where the absence, or flexible or other temporary work arrangement of the Teacher being replaced extends beyond the initially agreed period, the specified maximum term employment of the replacement employee may be extended for a corresponding period;
 - (d) Work as a Teacher in circumstances where the school's staffing levels will, or are likely to, be reduced in the following year, overall or in a department. This may include, but is not limited to, circumstances such as declining enrolments or increasing enrolments outside of historical norms, school amalgamations or as a result of changes to government funding being received by the school;
 - (e) Work as a Teacher on the basis of holding one of the following time-limited teaching approvals as applicable in the relevant State jurisdiction:
 - i. Permission to Teach granted by Queensland College of Teachers;
 - ii. Conditional Accreditation granted by NSW Education Standards Authority;
 - iii. Special Authority to Teach granted by Teachers Registration Board of South Australia;
 - iv. Limited Registration granted by Teacher Registration Board of Western Australia.
- 5.8.4 Subject to clause 5.8.5, a Teacher may only be employed on successive fixed term appointments where each appointment is for a different purpose or to a different position, or a consequence of and dependent on the receipt of further special funding for the particular role.
- 5.8.5 A Teacher can only be employed in consecutive fixed term appointments for a total maximum period of two years unless an exception to this limitation applies under the *Fair Work Act 2009.*
- 5.8.6 The Employer may end the employment of a Teacher employed on a fixed term basis before the specified maximum term is up or the task complete by giving notice in accordance with clause 12.3.1. If this occurs, no additional amount(s) will be payable merely because of the early termination of the contract. That is, the school is not obliged to pay the fixed term Teacher until the expected end date of the fixed term employment contract.

5.9 Recognition of registration status and gualifications

5.9.1 The Employer may require that the Employee provide satisfactory documentary evidence of

(a) current teacher registration or accreditation status, and

- (b) qualifications completed or for which they are enrolled and working towards.
- 5.9.2 Registration or accreditation status must be valid in the relevant State jurisdiction for the role to which the Teacher is appointed.
- 5.9.3 Qualifications will be recognised with reference to levels within the Australian Qualifications Framework (AQF), each level³ being indicative of the relative complexity and/or depth of achievement and the autonomy required to demonstrate that achievement. If the Employer considers that the Employee has not provided satisfactory evidence, and advises the Employee in writing to this effect, then the Employer may decline to recognise the relevant registration status or qualification until such evidence is provided. However, the Employer will not unreasonably refuse to recognise the registration status or qualifications of an Employee.
- 5.9.4 A Teacher who qualifies for a relevant AQF 9 or 10 degree after commencement of employment can request to have their classification reviewed on the basis that it be deemed to have commenced on the commensurately higher levels listed above. The reclassification will commence from the next full pay period after the earlier of:
 - (a) the graduation date of the Teacher in the new degree (if satisfactory evidence is provided to the Employer within three months of that date) or
 - (b) the date satisfactory evidence is received by the Employer.

5.10 **Recognition of teaching experience**

- 5.10.1 The Employer recognises teaching experience in recognised schools certified or registered under the appropriate legislation in States or Territories of the Commonwealth of Australia, or in New Zealand (subject to provision of a satisfactory statement of service or similar evidence). Recognition of teaching experience in other countries may be considered at the discretion of the Employer.
- 5.10.2 For appointment as an Early Childhood Teacher, the Employer recognises experience as follows (subject to provision of a satisfactory statement of service or similar evidence):
 - (a) teaching experience in preschools, kindergartens, long day care centres or a similar service operating under Education and Care Services National Law Act 2010;
 - (b) teaching experience of children from four to eight years (or in school education years Foundation to Year 3 inclusive) at a recognised school certified or registered under appropriate legislation in States or Territories of the Commonwealth of Australia;
 - (c) service as a lecturer in early childhood education or child development, as a child development officer or equivalent; and
 - (d) service as a diploma qualified ECEC Educator, at the rate of one year for every three years' service up to a maximum of four years.
- 5.10.3 For the purpose of this Agreement, teaching experience does not include employment as a Teacher in a TAFE program (unless the Teacher is being employed by the Employer to teach a Vocational and Educational Training (VET) program) or in an English Language School.
- Prior service as a part-time Teacher will normally be recognised on a pro-rata basis according to the percentage 5.10.4 of a full-time teaching load undertaken in any year; provided that where the overall hours are less than the equivalent of a full-time load, service will be rounded to the nearest full year.
- Service as a casual Teacher will be recognised proportionally on the basis of one year of full-time equivalent 5.10.5 teaching service for each 200 full casual days in Australian schools.
- 5.10.6 Where an Employee has completed, after commencement of employment, further teaching experience with another Employer (for example, with agreement of the Employer during a period of unpaid leave), they will be entitled to be classified accordingly and back paid from the first full pay period after the date of completion of the experience, provided the Employee provided satisfactory evidence to the Employer within three months of completion. In all other cases the Employee will be reclassified and paid from the first full pay period after date satisfactory evidence is received by the Employer.

³ AQF Levels and typical qualification titles are:

Level 6 — Advanced Diploma Level 7 — Bachelor Degree

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

5.11 Classification – appointment and progression

- 5.11.1 On appointment, an Employee engaged as a Teacher will be classified and placed on the appropriate level on the salary scale in Section 11.6.
- 5.11.2 A Teacher's classification will be determined based on teacher registration/accreditation status, *Australian Qualifications Framework* (AQF) level of completed qualifications, and years of teaching service as defined in Clause 5.10– in accordance with the following table and as determined in accordance with this Section.

Registration category	Highest qualification AQF level	Commencement pay grade	Limit of progression	Requirement for further progression
Conditional ⁴	AQF 6 or lower	Graduate 1	Graduate 2	
	AQF 7 or 8	Graduate 1	Graduate 4	Brovisional registration
	AQF 9	Graduate 2	Graduate 4	Provisional registration
	AQF10	Graduate 4	Graduate 4	
Provisional ⁵	AQF 8 or lower	Graduate 1	Graduate 4	Full registration + at least 4 FTE years of teaching
	AQF 9	Graduate 2	Graduate 4	Full registration + at least 3 FTE years of teaching
	AQF 10	Graduate 4	Graduate 4	Full registration + at least 1 FTE year of teaching
Full ⁶	AQF 8 or lower	Graduate 1	Proficient 6	
	AQF 9	Graduate 2	Proficient 6	No further progression
	AQF 10	Graduate 4	Proficient 6	
ACECQA ⁷	AQF 6 or lower	Graduate 1	Graduate 2	Relevant AQF7 or higher qualification
	AQF 7 or higher	Graduate 1	Proficient 6	No further progression

⁴ Conditional means the person holds one of the following:

- Permission to Teach granted by Queensland College of Teachers.
- Conditional Accreditation granted by NSW Education Standards Authority.
- Special Authority to Teach granted by Teachers Registration Board of South Australia.
- Limited Registration granted by Teacher Registration Board of Western Australia.

⁶ Full means the person holds the full or proficient level of teacher registration or accreditation in the relevant State jurisdiction.

⁷ **ACECQA** means the person is to be employed in the role of Early Childhood Teacher (ECT) in an Early Childhood Education and Care Service, is not eligible (with respect to the ECT role) for provisional or full registration in the relevant State jurisdiction, and either:

- is actively working towards an ACECQA approved qualification and meets other regulatory or funding requirements for recognition in the ECT role; or
- has completed an approved qualification for that role as determined by the Australian Childrens Education and Care Quality Authority (ACECQA).

⁵ **Provisional** means the person holds the initial or graduate level of teacher registration or accreditation in the relevant State jurisdiction.

- 5.11.3 On appointment, commencement pay grade will be determined based on Registration Category and highest AQF level of qualification(s) completed. Progression to higher pay grade levels will be based on completion of full-time equivalent years of service.
 - (a) A Teacher with **conditional** registration and a highest qualification at **AQF 6 or lower** will commence at Graduate 1 and progress based on full-time equivalent years of service to Graduate 2. The Teacher must obtain provisional registration to further progress to Graduate 3 or higher.
 - (b) A Teacher with **conditional** registration and a highest qualification at **AQF 7 or AQF 8** will commence at Graduate 1 and progress based on full-time equivalent years of service to Graduate 4. The Teacher must obtain provisional registration to further progress to Proficient 1 or higher.
 - (c) A Teacher with conditional registration and a highest qualification at AQF 9 will commence at Graduate 2 and progress based on full-time equivalent years of service to Graduate 4. The Teacher must obtain provisional registration to further progress to Proficient 1 or higher.
 - (d) A Teacher with **conditional** registration and a highest qualification at **AQF 10** will commence at Graduate 4. The Teacher must obtain provisional registration to further progress to Proficient 1 or higher.
 - (e) A Teacher with provisional registration and a highest qualification at AQF 8 or lower will commence at Graduate 1 and progress based on full-time equivalent years of service to Graduate 4. The Teacher must obtain full registration and complete at least four years full-time equivalent service to further progress to Proficient 1 or higher. Service whilst holding conditional registration will be recognised towards the four years service requirement.
 - (f) A Teacher with provisional registration and a highest qualification at AQF 8 or lower will commence at Graduate 1 and progress based on full-time equivalent years of service to Graduate 4. The Teacher must obtain full registration and complete at least four years full-time equivalent service to further progress to Proficient 1 or higher. Service whilst holding conditional registration will be recognised towards the four years service requirement.
 - (g) A Teacher with provisional registration and a highest qualification at AQF 9 will commence at Graduate 2 and progress based on full-time equivalent years of service to Graduate 4. The Teacher must obtain full registration and complete at least three years full-time equivalent service to further progress to Proficient 1 or higher. Service whilst holding conditional registration will be recognised towards the four years service requirement.
 - (h) A Teacher with provisional registration and a highest qualification at AQF 10 will commence at Graduate 4. The Teacher must obtain full registration and complete at least one year full-time equivalent service to further progress to Proficient 1 or higher. Service whilst holding conditional or provisional registration will be recognised towards the four years service requirement.
 - (i) A Teacher with full registration and a highest qualification at AQF 8 or lower will commence at Graduate 1 and progress based on full-time equivalent years of service to Proficient 6. Service whilst holding conditional or provisional or full registration will be recognised for progression to higher pay grade levels.
 - (j) A Teacher with full registration and a highest qualification at AQF 9 will commence at Graduate 2 and progress based on full-time equivalent years of service to Proficient 6. Service whilst holding conditional or provisional or full registration will be recognised for progression to higher pay grade levels.
 - (k) A Teacher with full registration and a highest qualification at AQF 10 will commence at Graduate 4 and progress based on full-time equivalent years of service to Proficient 6. Service whilst holding conditional or provisional or full registration will be recognised for progression to higher pay grade levels.
 - (I) A Teacher with ACECQA registration status and a highest qualification at AQF 6 or lower will commence at Graduate 1 and progress based on full-time equivalent years of service to Graduate 2. The Teacher must obtain a relevant ACECQA-approved AQF 7 qualification to further progress to Graduate 3 or higher.
 - (m)A Teacher with ACECQA registration status and a highest qualification at AQF 7 or higher will commence at Graduate 1 and progress based on full-time equivalent years of service to Proficient 6. Service in the ECT role whilst holding a highest qualification at AQF 6 or lower will be recognised for progression to higher pay grade levels.
- 5.11.4 If a Teacher with provisional registration status has teaching experience in countries other than Australia and New Zealand and the Employer determines and agrees (notwithstanding Clause 5.10.1) to recognise such teaching experience, then the requirement of Clauses 5.11.3(e), 5.11.3(f), 5.11.3(g), and 5.11.3(h) to obtain full registration status in order to progress to higher pay grades beyond Graduate 4 will be waived if the Teacher has at least four full-time equivalent years of recognised teaching experience.

5.12 Highly Accomplished and Lead Teacher classifications

- 5.12.1 <u>Eligibility requirements</u> To access the voluntary Highly Accomplished Teacher (HAT) or Lead Teacher (LT) salary classification a Teacher must meet all of the following requirements:
 - (a) Have completed the probationary period of their employment;
 - (b) Have current teacher registration/accreditation through the relevant state authority;
 - (c) Have current certification as a Highly Accomplished Teacher or Lead Teacher at the standards defined by the Australian Institute for Teaching and School Leadership (AITSL);
 - (d) Be meeting the role expectations as per Clause 5.12.7;
 - (e) Meet the additional Christian Education Leadership standard outlined in the CCM Application for Highly Accomplished and Lead Teacher Classification;
 - (f) Be working at a College which has available remunerated HAT or LT positions (as confirmed by the Principal); and
 - (g) Have his/her application approved by the Employer.

5.12.2 Obtaining certification

For the purposes of Clause 5.12.1(c) certification (nationally recognised) must be gained through an AITSL Certifying Authority for the jurisdiction in which the College where the Employee is appointed is located.

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

- 5.12.3 <u>Remunerated HAT and LT positions</u> The Employer will make budget provision for remunerated HAT and LT positions in a College determined on the basis of one potential full-time equivalent HAT or LT position per 25 FTE Teachers at the relevant College.
- 5.12.4 <u>Cost of certification</u> The cost to obtain HAT and LT certification from a Certifying Authority (refer Clause 5.12.2) is the responsibility of the Employee.
- 5.12.5 Classification timeframes
 - (a) Applications for those wishing to be considered for HAT and LT positions will be open during the month of October each year for the upcoming calendar year.
 - (b) When an application for HAT or LT classification is made, any approval will be granted for a specified time period. This will usually be three years.
- 5.12.6 At the end of the approved period, the Employee's classification shall be reviewed in light of each of the items in Clause 5.12.1. If classification at HAT or LT is not renewed for another specified time period, the Employee's classification will be re-assessed in accordance with provisions Section 5.9 Any cost associated with this will be the responsibility of the Employer.
- 5.12.7 <u>Role expectations</u> The role of Highly Accomplished or Lead Teacher comes with specific expectations related to leading in the area of classroom teaching practice rather than role responsibilities which would ordinarily be associated with a PAR. Any specific duty expectations associated with this role will be provided to the Employee.

5.13 Hours of duty

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

5.14 Ordinary hours of work

- 5.14.1 This clause of the Agreement provides for industry specific detail and supplements the National Employment Standard (NES) that deals with maximum weekly hours. Notwithstanding the NES, and due to the operational requirements of the Employer, the ordinary hours of an Employee under this Agreement may be averaged over a 12-month period.
- 5.14.2 The ordinary hours of work for a Teacher during term weeks are variable. In return, a Teacher is not generally required to attend for periods of time when students are not present, subject to the needs of the Employer with regard to professional development, student free days and other activities requiring the Teacher's attendance, including tasks forming part of the responsibilities and duties of a position of added responsibility.
- 5.14.3 Other than during four weeks of annual leave, during non-term time when a Teacher is not required to attend the School, the Teacher is required to use such portion of this time as is necessary to meet the requirements of their role. This may include duties associated with face-to-face teaching, including but not limited to, programming, preparation, planning, assessment and reporting, and/or professional development and training.

- 5.14.4 The maximum number of days that a Teacher will be required to attend during term weeks and non-term weeks will be 205 in each school year. The following circumstances are not included when calculating the 205 Teacher attendance days:
 - (a) co-curricular activities that are conducted on a weekend;
 - (b) school related overseas and interstate trips, conferences and similar activities undertaken by mutual consent during non-term weeks;
 - (c) when the Employee appointed to a leadership role is performing duties in non-term weeks that are directly associated with the leadership role;
 - (d) when the Employee has boarding house responsibilities and the Employee is performing those duties during term weeks and non-term weeks; and
 - (e) exceptional circumstances, such as the requirement to provide pastoral care to students in the event of an emergency, disaster, traumatic or similar significant or unforeseen circumstances in the school community, in which an Employee may be recalled to perform duties relating to their position.
- 5.14.5 The Employer will provide written notice of term weeks (being the weeks in the educational year that students are required to attend) and the days in non-term times on which Teachers are required to attend, by the start of Term 4 of the preceding year.
- 5.14.6 The annual salary and any applicable allowances payable under this Agreement are paid in full satisfaction of a Teacher's entitlements for the school year (or a proportion of the school year as the case may be and include compensation for reasonable additional hours worked). A Teacher's absences from school during non-term weeks, including those over the summer vacation period, are deemed to include their entitlement to annual leave.

5.15 Breaks

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

5.16 Entitlement to non-instructional time

- 5.16.1 Instructional time is defined as programmed teaching time which has a preparation requirement within the normal paid hours. It does not include weekly assembly, chapel services, administrative time, or home room time where Teachers do not have a preparation load.
- 5.16.2 Entitlement to non-instructional time shall be accrued as a factor of worked instructional time. For Primary and Secondary Teachers, non-instructional time shall accrue as a minimum at the rate of 30 minutes for every 200 minutes of instructional time worked.
- 5.16.3 Non-instructional time shall be scheduled in blocks of time no less than 25 minutes duration.
- 5.16.4 A Teacher's preparation time entitlement should not ordinarily be acquitted between the paid times of 8:00am and 8:30am or between the conclusion of timetabled lessons and 3:30pm. These paid times normally adjoin the commencement and conclusion of the daily timetable and are used for general organisational purposes, devotions, staff meetings and the like.
- 5.16.5 Where difficulties allocating non-instructional time arise at a College due to staff/student ratios or timetable constraints, variations to these provisions may be permitted following discussion between relevant parties.
- 5.16.6 Where access to accrued non-instructional time is lost due to staffing constraints, the College shall make an arrangement to compensate the Employee for lost time.

5.17 **Professional development for Teachers**

- 5.17.1 Further to the professional development provisions of Section 3.3, the parties to this Agreement affirm the value of all Teachers undertaking relevant professional development related to their work role and duties.
- 5.17.2 The parties to this Agreement agree that;
 - (a) participation in planning, pastoral and curriculum matters is an essential element in the professional status of Teachers, as well as in maintaining the efficient and effective operation of the Schools; and
 - (b) they will cooperate in encouraging and enabling involvement in professional activities such as subject panels, regional subject, and Teacher meetings within the schools' resource capacity.
- 5.17.3 Professional development conducted by the Employer for teaching staff, including that held during pupil free days and staff meetings, will, wherever relevant, articulate the requirements of professional standards applicable in the relevant jurisdiction.
- 5.17.4 Teachers who attend professional development activities conducted by the Employer will be provided with a record of attendance; such documentation will be provided to support the maintenance of a Teacher's individual account of professional development undertaken which is required for report to the teacher registration authority in the relevant jurisdiction.

5.18 Positions of added responsibility

- 5.18.1 A Position of Added Responsibility (PAR) arrangement is where a Teacher is assigned additional responsibilities, for a defined period, and receives the payment of an allowance and/or time allocation for undertaking these responsibilities. A PAR is supplementary to the Teacher's underlying substantive teaching position. This section shall apply to Teachers assigned PAR.
- 5.18.2 PAR may be assigned in the following categories or a combination of:
 - (a) Curriculum leadership and/or development.
 - (b) Character and culture leadership and/or development.
 - (c) Teaching practice leadership and/or development.
 - (d) Co-curricular leadership and/or development.
 - (e) Any other categories as determined by the Principal from time to time.
- 5.18.3 The PAR requirements at a College will depend on the individual circumstances of that College and potential staff available to perform PAR duties. The Employer will determine the amount of money and time allocated to PAR duties in each College within the framework of the staffing and budgetary constraints at that College.
- 5.18.4 To determine the combination of time and/or monetary allowance, the Principal will consider factors including but not limited to:
 - (a) Level of direction, supervision and support required;
 - (b) Level of accountability, responsibility and influence expected;
 - (c) Extent of delegated authority and decision making;
 - (d) Knowledge, skills, and experience required;
 - (e) Structure and size of the college and college leadership team; and
 - (f) Number of students and staff under their responsibility.
- 5.18.5 PAR monetary allowances will ordinarily be specified as a percentage of the Proficient 6 Teacher classification for the relevant College. The maximum monetary allowance for any PAR arrangement is 20% of Proficient 6.
- 5.18.6 PAR time allocations will ordinarily be specified as a number of weekly timetabled periods of non-instructional time.
- 5.18.7 PAR will normally be assigned for a defined period of between one and three years with the default being one year where no term is indicated. A Teacher who is assigned PAR shall retain the responsibilities for the defined period, except where:
 - (a) the Teacher voluntarily relinquishes the PAR; or
 - (b) the Teacher's performance has been found deficient by a formal performance review process; or
 - (c) the existing PAR is no longer required due to an academic or administrative change that has resulted in an alteration to the duties and/or responsibilities.
- 5.18.8 At the conclusion of the PAR, the Teacher's responsibilities will revert to those of their underlying substantive teaching position.
- 5.18.9 If a reduction in a PAR monetary allowance is to be applied related to a situation covered in Clause 5.18.7(b) or 5.18.7(c) the Employee will be provided with at least eight weeks' notice in writing or have the allowance maintained for at least eight weeks.
- 5.18.10 Each PAR will be reviewed on an annual basis. This review may lead to changes in the PAR or associated allowances. Guiding principles for this annual review include:
 - (a) Demonstrated commitment to the mission/ethos of the College.
 - (b) Demonstrated achievement in the learning and teaching aspects of College life.
 - (c) Demonstrated understanding of curriculum development, curriculum authority and College procedures.
 - (d) Ability to plan effectively and communicate an appropriate range of reporting processes.
 - (e) Demonstrated involvement in and commitment to quality professional development.
 - (f) Ability to develop processes to manage staff and resources effectively.
 - (g) Suitability of PAR to achieve the strategic objectives of the College, including building leadership capacity.
- 5.18.11 All staff members with PAR will be accountable to:
 - (a) Achieve the performance outcomes required in accordance with the directions of the College.
 - (b) Achieve a high level of College community satisfaction in their area of responsibility.
 - (c) Maintain in their area of responsibility, a dynamic level of development in terms of programs, teaching methodology, Information Technology, and forward planning.
 - (d) Maintain currency in their field of responsibility through personal reading, study, and professional development.
 - (e) Maintain a clear vision for the development of their area of responsibility in line with the College's Strategic and Operational Plans and current educational research.
 - (f) Consistently support and reflect the College's ethos in their personal and professional lives.

- 5.18.12 Teachers assigned PAR under the terms of this Agreement shall not be entitled to concurrently access the classifications of Highly Accomplished Teacher and Lead Teacher.
- 5.18.13 The following tables are provided as a guide and are to be read in conjunction with Clause 5.18.4:

Small school	Medium school		Lar	ge school
Less than 400 students 400 to 800 students				an 800 students
Typical responsibilities		Indicative time allowance (% of timetabled lessons)	Indicative monetary allowance (% of Proficient 6)	Example position titles relative to College size
 Work relating to classroom activities (beyond that expected of all Teachers) including significant involvement in curriculum/resource development, planning, classroom practice; significant preparation of syllabus content and knowledge and understanding of methodologies. Significant involvement (beyond that expected of all Teachers) in planning, professional learning, induction, mentoring or development of more junior Teachers. Leading and monitoring behaviour support strategies including prevention and intervention. 		5% - 15%	0% - 2.5%	 Subject Coordinator (Small school) Year Level Coordinator (Small school)
 Responsible for the co-ordination and su instruction. Work relating to classroom activities (bey Teachers) including significant involveme development, planning, classroom practic syllabus content and knowledge and und Significant involvement (beyond that expiplanning, professional learning, induction more junior Teachers. Leading and monitoring behaviour suppor and intervention. 	rond that expected of all ent in curriculum/resource ce; significant preparation of lerstanding of methodologies. ected of all Teachers) in a, mentoring or development of	10% - 20%	2.5% - 5%	 Subject Coordinator (Medium / Large school) Year Level Coordinator (Medium / Large school)
 Responsible for the management of a sp operation, sometimes across the whole C Requires specialist technical or operation May be responsible to the Principal for su of Teachers or other staff. 	College. nal knowledge and experience.	10% - 30%	2.5% - 10%	 Arts Coordinator Sports Coordinator Pastoral Care Coordinator Curriculum Coordinator
 Responsible to the Principal for supervisi Teachers. Leading the relevant curriculum areas or develop, articulate, and commit to a shar on providing quality learning outcomes for Leading and monitoring behaviour suppor and intervention, including the development processes as applicable. Working closely with, communicating with a large body of students, parents, staff, a members. 	whole school program to plan, red educational vision focussed or all students. ort strategies including prevention ent of new policies and h, and forming partnerships with	10% - 30%	5% - 10%	 Primary Coordinator (Small school) Secondary Coordinator (Small school) Head of Department / Faculty (Medium school)
 Managing an entire organisational unit in Responsible to the Principal for the supe large group of Teachers and General State Leading the relevant curriculum areas or develop, articulate, and commit to a shar on providing quality learning outcomes for Leading and monitoring behaviour support and intervention, including the development processes as applicable. Working closely with, communicating with a large body of students, parents, staff, a members. 	rvision and management of a aff. whole school program to plan, red educational vision focussed or all students. ort strategies including prevention ent of new policies and h, and forming partnerships with	10% - 40%	10% - 15%	 Head of Phase (Large school)) Head of Department (Large school) Head of Faculty (Large school)
 Assisting the Principal to lead and manage Providing leadership and management of organisational unit of the College. Leading and managing the pastoral, acad life of the College to provide quality outco Strategically planning and implementing policies, pedagogy, and curriculum. Working closely with, communicating with a large body of students, parents, staff, a members. 	f a large section or demic, spiritual and cocurricular omes for all students. improvements in structures, h, and forming partnerships with	30% - 60%	15% - 20%	Various (Medium / large school)

PART 6 PROVISIONS SPECIFIC TO TEACHERS EMPLOYED IN EARLY CHILDHOOD EDUCATION AND CARE SERVICES

6.1 Preamble for Part 6

- 6.1.1 This part applies to all Employees engaged as an Early Childhood Teacher (ECT) in an Early Childhood Education and Care Service (ECEC Service) in addition to provisions in PART 5. It does not apply to Teachers employed in a Foundation Year to Year 12 school teaching role. If there is an inconsistency between a clause in this Part and a clause in PART 5, the provision in this Part shall prevail.
- 6.1.2 An ECEC Service is a centre-based care service, long day care centre, sessional kindergarten, pre-prep centre, outside school hours care service, or any other similar service operated by the Employer under provisions of *Education and Care Services National Law Act 2010* (as applied in the relevant jurisdiction).
- 6.1.3 An ECEC Service may be required to appoint an Early Childhood Teacher in accordance with the National Law and Regulations.
 - (a) Appointment of an Early Childhood Teacher (ECT) is required under ACECQA / National Law where the ECEC Service is providing education and care for under school-aged children. Further, additional requirements for employment of an ECT may apply regarding government funding conditions for a program enrolling children in the year immediately prior to the Foundation year of school education.
 - (b) As noted in Clause 5.1.2(b), appointment to the role of ECT in an ECEC Service requires an approved qualification for that role as determined by the Australian Childrens Education and Care Quality Authority (ACECQA).
- 6.1.4 Appointment as an ECT includes an expectation that in undertaking the role the Employee will be directly working with children and will be included in staffing required for staff-to-child ratios per ACECQA and the *National Quality Framework*.
- 6.1.5 *Term-time weeks* means the weeks in a year during which children enrolled in a kindergarten or pre-school or other specified program requiring delivery by an ECT are expected to attend (akin to attendance of students in a Foundation to Year 12 school).
- 6.1.6 Notwithstanding Section 5.13, the required attendance hours for an ECT may be varied from the hours of 8:00am to 3:30pm based on the scheduled operating hours of the ECEC Service, the times when children enrolled at the ECEC Service are in attendance and operational requirements to maintain required supervision ratios.
- 6.1.7 Provisions of Section 5.16 regarding non-instructional time as applicable to a Primary Teacher also apply for an ECT. As part of the non-instructional time entitlement:
 - (a) An ECT responsible for the preparation, implementation and/or evaluation of a developmental or educational program for a group of children at an ECEC Service will be entitled to a minimum of two hours per week of noninstructional time, during which the ECT is not required to teach or supervise children or perform other duties directed by the Employer.
 - (b) An ECT appointed as Educational Leader as defined in Regulation 118 of the *Education and Care Services National Regulations* will be entitled to a minimum of two hours per week of non-instructional time with respect to that role.
 - (c) Entitlements pursuant to Clauses 6.1.7(a) and 6.1.7(b) are cumulative if an ECT has both responsibilities.

6.2 Basis for appointment as an Early Childhood Teacher

- 6.2.1 For an ECEC Service that operates on a term-time weeks basis, an ECT is to be appointed on the basis provided in PART 5 and the provisions of Section 6.4 do not apply. Typically, these services⁸ only provide a program for children in the year immediately prior to the Foundation year of school education during term-time weeks.
- 6.2.2 Certain ECEC Services may operate more weeks in a year than term-time weeks and usually for at least 48 weeks in year. Typically, these services⁹ provide programs for under school-age children across multiple age groups (not just children in the year immediately prior to the Foundation year of school education) and are registered for Commonwealth Government Child Care Subsidy. Appointment as an ECT in these services shall be on the following basis:
 - (a) Where the ECT is to primarily engaged to personally deliver an education program on a term-weeks basis for children in the year immediately prior to the Foundation year of school education, appointment will be on the basis provided in PART 5, and the provisions of Section 6.4 do not apply.

⁸ To avoid doubt, at the commencement of this Agreement, relevant services are Chinchilla Christian College Kindergarten, Groves Christian College Kindergarten, Staines Memorial College Kindergarten and, subject to regulatory approvals, Seaview Christian College Preschool.

⁹ To avoid doubt, at the commencement of this Agreement relevant services are Dalby Christian College Early Learning Centre, Groves Christian College Early Learning Centre and Livingstone Christian College Early Learning Centre.

- (b) Where the ECT is engaged to deliver an educational program for under school-aged children across multiple age groups (including but not only children in the year immediately prior to the Foundation year of school education), appointment will be on the basis provided in PART 5 with the provisions of Section 6.4 also applicable if due to operational staffing requirements the ECT is required to attend all term weeks plus at least five non-term weeks per year.
- (c) Where the ECT is engaged to deliver an educational program for under school-aged children other than children in the year immediately prior to the Foundation year of school education, appointment will be based on operational staffing requirements that include the ECT being required to attend all term weeks plus at least five non-term weeks per year and therefore provisions of Section 6.4 apply in addition to provisions of PART 5.
- 6.2.3 An Outside School Hours Care service¹⁰ provides programs for school-aged children before or after school hours during term weeks and/or during school vacation periods; generally, these services do not require the ECT role.
 - (a) Staff appointed in a standalone OSHC service will be ECEC Educators as there is typically no regulatory requirement for an ECT.
 - (b) An ECT appointed pursuant to Clause 6.2.1 or Clause 6.2.2 may be requested or rostered to assist with staffing ratios in an OSHC service operated by the Employer. In such circumstances the Employee retains their ECT classification.

6.3 Allowances

6.3.1 Director Allowance

- (a) This clause applies only to an ECT who is appointed to a position of Director of an ECEC Service.
- (b) An Employee who is appointed as a Director will be paid, in addition to the amounts payable pursuant to Section 11.6, an hourly allowance based on a percentage of the rate for the Proficient 6 Teacher classification, and calculated on the basis of the number of Service Approval places in the Service for which they are responsible:

Level	Number of places	% of Proficient 6 rate
1	No more than 39 places	6.50%
2	40 to 59 places	8.00%
3 60 or more places		9.75%

(c) An Employee required by the Employer to act as a Director for at least 10 consecutive working days will be paid the allowance rate applicable to that position for the time they are in the position.

6.3.2 Educational Leader Allowance

- (a) This clause applies only to an ECT who is appointed to a role that includes discharge of the responsibilities of the educational leader under Regulation 118 of the Education and Care Services National Regulations.
- (b) An hourly allowance of 3.75% of Proficient 6 will be paid to an employee who is required to discharge the responsibilities of the educational leader.
- (c) The educational leader allowance is payable in addition to any director allowance payable under Clause 6.3.1.
- (d) An Employee required to act as educational leader for at least 10 consecutive working days will be entitled to the educational leader allowance for the time they are undertaking the responsibilities.

6.3.3 Additional Duties Loading

- (a) This clause applies only to an ECT for whom their basis of appointment per Section 6.2 does not include application of the provisions of Section 6.4.
- (b) To assist with operational staffing requirements, an ECT may be requested or rostered to attend during additional non-term weeks.
- (c) For all time worked per Clause 6.3.3(b), the ECT shall be entitled to an Additional Duties Loading of 50% of their ordinary rate of pay.
- (d) For the purpose Section 10.5, time worked and payment for that time (including the Additional Duties Loading) are to be excluded from pro rata salary calculations.

¹⁰ To avoid doubt, as at commencement of this Agreement relevant services are Groves Christian College School Aged Care Service and Whitsunday Christian College Outside School Hours Care Service.

6.4 Provisions for certain ECTs employed in a service operating for 48 or more weeks per year

- 6.4.1 For an ECEC Service operating at least 48 weeks per year, due to operational staffing requirements an ECT may be appointed on the basis of required attendance of all term weeks plus at least five non-term weeks. Employees who are engaged on this basis will be paid an additional 4% on the pay rates specified in Section 11.6.
- 6.4.2 <u>Ordinary hours of work</u> A full-time Employee's ordinary hours of work will be 38 per week.
 - (a) The ordinary hours of work may be averaged over a period of four weeks.
 - (b) The ordinary hours of work will be worked between the hours of 6:00am and 6:30pm on any five days between Monday and Friday and will not exceed eight hours on any day. Subject to the provisions of Clause 3.6, by agreement between an Employer and an Employee, an Employee may be rostered to work up to a maximum of 10 hours in any one day.
- 6.4.3 Breaks between periods of duty
 - (a) An Employee will be entitled to a minimum break of 10 consecutive hours between the end of one period of duty and the beginning of the next. This applies in relation to both ordinary hours and where overtime is worked.
 - (b) Where an Employer requires an Employee to continue or resume work without having a 10 hour break off duty, the Employee is entitled to be absent from duty without loss of pay until a 10 hour break has been taken, or be paid at double time of the ordinary rate of pay until released from duty.
- 6.4.4 <u>Rostered days off</u> The Employer and an Employee may agree that the ordinary hours of work provided by Clause 6.4.1 will be worked over 19 days in each four week period, in which case the following provisions will apply:
 - (a) The Employee will work 152 hours over 19 days in each four week period with one rostered day off on full pay in each such period.
 - (b) An Employee will accrue 24 minutes for each eight hour day worked to give the Employee an entitlement to take rostered days off.
 - (c) Each day of paid leave taken by an Employee (but not including long service leave, or any period of standdown, any public holiday, or any period of absence for which workers compensation payments apply occurring during any cycle of four weeks) will be regarded as a day worked for the purpose of accruing an entitlement under Clause 6.4.4(b).
 - (d) Rostered days off will not be regarded as part of the Employee's annual leave for any purpose.
 - (e) An Employee will not be entitled to personal leave in respect of illness whilst on a rostered day off. In the event of a rostered day off falling on a public holiday, the Employer and the Employee will agree on a substitute day.
 - (f) An Employee will not be entitled to more than 12 rostered days off in any 12 months of consecutive employment.
 - (g) An Employee who is scheduled to take a rostered day off before having worked a complete four week cycle will be paid a pro rata amount for the time that the Employee has accrued in accordance with Clause 6.4.4(b).
 - (h) An Employee whose employment is terminated in the course of a four-week cycle will be paid a pro rata amount for the time that the Employee has accrued in accordance with Clause 6.4.4(b).
 - (i) Rostered days off will be determined by mutual agreement between the Employer and the Employee, having regards to the needs of the place of employment.
 - (j) An Employee will be advised by the Employer at least four weeks in advance of the day on which the Employee is to be rostered off duty.
 - (k) Nothing in this clause will entitle an Employee who works less than 38 hours per week to accumulate rostered days off pursuant to this clause.
 - (I) Where a service operates for less than 48 weeks per year and the Employee receives more than four weeks' paid leave per year, the Employee will accrue rostered days off to a maximum of seven days in any 12 months of consecutive employment. Any days accrued in excess of seven will be subsumed into the period of paid leave. Alternatively, Teachers may be required to work a maximum of 42 weeks per year and not be entitled to the 4% loading as provided in Clause 6.4.1 and in these circumstances rostered days off will not accrue.
- 6.4.5 <u>Breaks</u> An Employee will be entitled to an unpaid meal break of not less than 30 minutes and not more than 60 minutes no later than five hours after commencing work. Provided that Employees who are engaged for not more than six hours continuously per shift may elect to forego a meal break, subject to Employer agreement or operational needs to the ECEC Service.
- 6.4.6 <u>Non-instructional time</u> An Employee will be entitled to non-instructional time as provided in Clause 6.1.7.
- 6.4.7 Overtime -
 - (a) An Employee will be paid overtime for all authorised work performed outside of, or in excess of, the ordinary or rostered hours at the rate of time and a half for the first three hours and double time thereafter.
 - (b) Notwithstanding Clause 6.4.7(a), part-time Employees who agree to work in excess of their normal hours will be paid at ordinary time for up to eight hours provided that the additional time worked is during the ordinary hours of operation of the early childhood service. No part-time Employee may work more than eight hours in any day without the payment of overtime.

- 6.4.8 <u>Time off instead of payment for overtime</u> An Employee and an Employer may agree that an Employee will be provided with time off instead of being paid an overtime payment for all authorised work performed outside of, or in excess of, the ordinary or rostered hours.
 - (a) Overtime taken as time off during ordinary time hours must be taken at the ordinary time rate, that is, an hour for each hour worked.
 - (b) Where an Employee and an Employer have agreed to time off instead of payment for overtime under Clause 6.4.8 and such time has not been taken:
 - i. within four weeks of accrual; or
 - ii. during the non-term weeks agreed in writing between an Employee and an Employer; then
 - (c) the Employer must, if requested by an Employee, provide payment, at the rate provided for the payment of overtime in the Agreement, for any overtime worked.
 - (d) If, on termination of the Employee's employment, time off has not been taken instead of payment for overtime, the Employer must provide payment to the Employee for the overtime at the applicable rate provided in this Agreement.
- 6.4.9 <u>Make-up time</u> An Employee may elect, with the consent of the Employer, to work make-up time under which the Employee takes time off during ordinary hours, and works those hours at a later time, during the spread of ordinary hours provided in this Agreement.
- 6.4.10 <u>Shiftwork</u> A loading is payable to Employees required to perform shiftwork in accordance with the following:

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

- 6.4.11 For the purposes only of calculating the loadings provided for in Clause 6.4.10:
 - (a) a fortnightly rate of pay is calculated by dividing the Employee's annual salary, including applicable allowances, by 26.089;
 - (b) a daily rate of pay is calculated by dividing the fortnightly rate as provided for in Clause 6.4.1 (a)A.1.1(a) by 10; and
 - (c) the rate of pay for a casual is first calculated in accordance with the provisions of Clause 5.7.4 of this Agreement.

PART 7 PROVISIONS SPECIFIC TO GENERAL STAFF

7.1 Preamble for Part 7

7.1.1 This part applies to all Employees engaged as General Staff in a school. This part does not apply to non-teaching staff (ECEC Educators) employed in an Early Childhood Education and Care service.

7.2 Terms of engagement

- 7.2.1 Each Employee shall be advised in writing at the point of engagement and at other times when varied in accordance with this Agreement, the following where appropriate for their employment category:
 - (a) nature of engagement and the employment category;
 - (b) classification and pay grade of the work to be performed;
 - (c) weeks and days of the week the Employee is to be employed;
 - (d) number of ordinary hours per fortnight;
 - (e) normal starting and finishing time for each day's employment; and
 - (f) duration of the engagement.
- 7.2.2 The Employer may vary the terms of engagement of any Employee other than a casual Employee by providing two weeks' notice of such changes unless it is mutually agreed between the Employer and Employee for a shorter period of time.

7.3 Employment categories

- 7.3.1 A person employed as a General Staff Employee under this Agreement will be appointed in one of the following categories:
 - (a) full-time;
 - (b) part-time;
 - (c) term-time;
 - (d) fixed period; or
 - (e) casual.

7.4 Full-time employment

7.4.1 A full-time General Staff Employee is an Employee engaged to work 38 ordinary hours per week based on 52 weeks per annum. The appointment is ongoing employment on an indefinite full-time basis.

7.5 Part-time employment

- 7.5.1 A part-time General Staff Employee is an Employee who:
 - (a) is engaged to work for less than 38 ordinary hours per week based on 52 weeks per annum; and
 - (b) has ongoing employment on an indefinite part time basis with reasonably predictable hours of work; and
 - (c) receives, on a pro-rata basis, equivalent pay and conditions to those of full-time Employees covered by this Agreement.
- 7.5.2 A part-time General Staff Employee shall be paid for ordinary hours worked at a rate per hour equal to the fortnightly rate prescribed in the applicable Schedule for the class of work performed divided by 76.
- 7.5.3 Any variation to the work pattern established for a part-time General Staff Employee, including the normal starting and finishing times prescribed in this Agreement, will be in accordance with methods of altering the ordinary hours of work for full-time Employees. The agreed number of ordinary hours per fortnight may be varied by mutual agreement in writing.
- 7.5.4 All time worked at the express direction of the Employer outside the spread of ordinary working hours and the Employee's normal starting and finishing times of ordinary hours will be overtime and paid for at the applicable overtime rates prescribed in this Agreement.
- 7.5.5 Where an Employee and the Employer agree in writing, part-time employment may be converted to full-time, and vice-versa. If such an Employee transfers from full-time to part-time (or vice-versa), all accrued entitlements shall be maintained. Following transfer from full-time to part-time, employment accruals will occur in accordance with the provisions relevant to part-time employment.

7.6 Term-time employment

- 7.6.1 A term-time General Staff Employee is an Employee who is:
 - (a) engaged to work 76 ordinary hours or less per fortnight during term weeks (being the weeks in a school year that students are required to attend the school); and
 - (b) subject to the provisions of Section 10.3, are required to take unpaid leave during non-term weeks (being weeks in a school year that are not term weeks including periods designated as school holidays for students) unless the Employer advises otherwise; and
 - (c) otherwise entitled to equivalent pay, leave and conditions to those of a part-time General Staff Employee.
- 7.6.2 A term-time General Staff Employee shall be paid for ordinary hours worked at a rate per hour equal to the fortnightly rate prescribed in the applicable Schedule for the class of work performed divided by 76.
- 7.6.3 A term-time General Staff Employee may elect to enter into a banked time arrangement. A banked time arrangement is a scheme that allows the Employee to fund an additional period of paid leave during non-term weeks by reducing the Employee's fortnightly wages during term weeks. The fortnightly gross wages reductions are set aside as banked time and accessed by the Employee as paid leave during non-term weeks. To enter into a banked time arrangement, the Employee must enter into a written agreement with the Employer outlining the amount of the gross fortnightly wage reductions, the period of leave and the amount paid per fortnight during the period of leave.

7.7 Casual employment

- 7.7.1 Casual employment means appointment as a casual employee as defined by the Fair Work Act 2009.
- 7.7.2 A casual General Staff Employee is employed by the hour for a minimum of two hours for each engagement.
- 7.7.3 A casual General Staff Employee shall be paid an hourly rate equal to the fortnightly full-time rate (inclusive of leave loading) for the class of work performed divided by 76, plus 23.7%.¹¹
- 7.7.4 A casual Employee may be entitled to be offered or request casual conversion in accordance with the *Fair Work Act 2009*.

7.8 Fixed term employment

- 7.8.1 Fixed term employment for a General Staff Employee means the Employee is employed to work full-time or parttime or term-time on a temporary basis for a specified maximum period of time (which is not normally to exceed 12 months, or, where the Employee is temporarily replacing another Employee, for the period of leave, secondment or other temporary work arrangement of the other Employee) or to undertake a specific project or task.
- 7.8.2 A person may be employed as a fixed term General Staff Employee in the following circumstances:
 - (a) to replace on a temporary basis another Employee on leave or secondment or working pursuant to a flexible working arrangement;
 - (b) where the school's staffing levels will, or are predicted by the Employer to, be reduced in the following year or years, overall or in a department. This may include, but is not limited to, circumstances such as declining enrolments, increasing enrolments outside of historical norms, or school amalgamations;
 - (c) where an Employee is employed on a specific programme or project not fully funded by the school;
 - (d) where an Employee is employed to carry out a specific project or task;
 - (e) in a new position that is being trialled, provided that at the end of the trial period either the employment ends or the Employee is employed in an ongoing position on an indefinite basis; or
 - (f) Where the person has a time-limited legal right to work in Australia, such as related to an immigration visa duration or condition.
- 7.8.3 Subject to clause 7.8.4, a General Staff Employee may only be employed on successive fixed term appointments where each appointment is for a different purpose or to a different position, or a consequence of and dependent on the receipt of further special funding for the particular role.
- 7.8.4 A General Staff Employee can only be employed in consecutive fixed term appointments for a total maximum period of two years unless an exception to this limitation applies under the *Fair Work Act 2009*.
- 7.8.5 The Employer may end the employment of a General Staff Employee employed on a fixed term basis before the specified maximum term is up or the task complete by giving notice in accordance with Clause 12.3.2. If this occurs, no additional amount(s) will be payable merely because of the early termination of the contract. That is, the school is not obliged to pay the fixed term Employee until the expected end date of the fixed term employment contract.

¹¹ The annual rates of pay in Section 11.7 include provision for annual leave loading. The 23.7% casual loading plus the hourly rate derived from Section 11.7 effectively provides a casual Employee with an equivalent casual loading of 25%.

7.9 Classification – appointment and progression

- 7.9.1 Employees are classified according to the classification structures, commencement levels and progressions set out in SCHEDULE A to SCHEDULE H, with primary consideration of the nature of Competency, judgement, independence, and problem solving of the position or role to which the Employee is being appointed.
- 7.9.2 Where there is more than one minimum pay point for a classification level an Employee will be eligible for movement to the next highest pay point within the classification level after each 12 month period, following a performance review which the Employer will complete before the end of the 12 month period.
- 7.9.3 Movement to the next pay point within a classification level will occur unless a review implemented by the Employer demonstrates that performance against the relevant classification descriptors has not been satisfactory.

7.10 Reclassification

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

7.11 Ordinary hours of work

- 7.11.1 Subject to this clause, a full-time Employee's ordinary hours of work will be 38 hours per week. The ordinary hours of work for a part-time or casual Employee will be in accordance with Clause 7.3 of this Agreement.
- 7.11.2 The ordinary hours of work in Clause 7.11.1 of this Agreement may be averaged over a period of a fortnight or four weeks. The exception to this is a curriculum resources services Employee employed in outdoor education, or a boarding supervision services Employee whose hours of work may be averaged over a period of up to 12 months.
- 7.11.3 The ordinary hours of work will be worked on no more than five days in any seven days and may be worked as follows:

Classification	Ordinary hours
Administration services Classroom support services Curriculum resource services Information technology services Wellbeing services	Monday to Friday between 7.00 am and 6.00 pm
Operational services	Monday to Friday between 6.00 am and 6.00 pm
Instructional services	Monday to Saturday between 6.00 am and 6.00 pm
Boarding supervision services	Monday to Sunday between 6.00 am and 6.00 pm

- 7.11.4 Provided that where a daily span of hours is specified in Clause 7.11.3, and there is mutual agreement between the Employer and the majority of Employees in the particular group, the starting and finishing times may be varied by up to one hour so long as the total hours remain unchanged.
- 7.11.5 The Employer may require a part-time Employee to work reasonable additional hours in accordance with the provisions of this clause.
 - (a) The Employee will be paid for all such additional hours at their ordinary hourly rate plus any applicable allowance plus accrual of entitlements, provided that the additional hours worked fall within the daily spread of hours in Section 7.11, and do not result in the Employee working more than ten hours on a particular day, and do not result in the Employee working more than full-time hours in a fortnight.
 - (b) The Employee will be entitled to payment at the appropriate overtime rate of pay for any additional hours worked outside the daily spread of hours in Section 7.11, or in excess of 10 hours on a particular day, or in excess of full-time hours in a fortnight.
 - (c) Where additional hours are to be worked on a day the part-time Employee is not already attending for work, a minimum engagement of two hours will apply.

7.12 Rostered days off

- 7.12.1 The Employer and Employee may agree that the ordinary hours of work provided by Section 7.11 of this Agreement will be worked on a rostered day off (RDO) arrangement. For example, over 19 days in each four-week period or 9 days in each 2 week period, in which case the following provisions will apply:
 - (a) The Employee will work no more than 152 hours in each four-week period.
 - (b) An Employee may accrue time worked to give the Employee an entitlement to take rostered days off.
 - (c) Each day of paid leave taken by an Employee (but not including long service leave, any period of stand-down, any public holiday, or any period of absence for which workers compensation payments apply occurring during any cycle of four weeks) will be regarded as a day worked for the purpose of accruing RDO.
 - (d) Rostered days off will not be regarded as part of the Employee's annual leave for any purpose.
 - (e) An Employee who is scheduled to take a rostered day off before having worked a complete cycle will be paid a pro rata amount for the time that the Employee has accrued.
 - (f) An Employee whose employment is terminated in the course of a cycle will be paid a pro rata amount for the time that the Employee has accrued.
 - (g) Rostered days off arrangements will be determined by mutual agreement between the Employer and the Employee, having regard to the needs of the place of employment.
 - (h) An Employee will be advised by the Employer at least four weeks in advance of the day on which the Employee is to be rostered off duty, unless otherwise mutually agreed.

7.13 Breaks between periods of duty

- 7.13.1 An Employee will be entitled to a minimum break of 10 consecutive hours between the end of one period of duty and the beginning of the next. This applies in relation to both ordinary hours and where overtime is worked.
- 7.13.2 Where the Employer requires an Employee to continue or resume work without having a 10-hour break off duty, the Employee is entitled to be absent from duty without loss of pay until a 10-hour break has been taken, or be paid at 200% of the ordinary rate of pay until released from duty.
- 7.13.3 The entitlements in Clause 7.13.1 and Clause 7.13.2 of this Agreement do not apply to:
 - (a) a boarding supervision services Employee, where the periods of duty are concurrent with a sleepover;
 - (b) an Employee who is provided with accommodation on the Employer's premises or in the vicinity of the Employer's premises;
 - (c) an Employee who is attending a school camp or excursion; or
 - (d) an Employee working a broken shift.

7.14 Meal and rest breaks

- 7.14.1 The Employer will provide an unpaid meal break of not less than 30 consecutive minutes to an Employee who is engaged or rostered to work for more than 5 hours on a day. Such meal break will start no later than 5 hours after the Employee commenced work on that day.
- 7.14.2 At a time suitable to the Employer, an Employee is entitled to a rest break of 10 minutes, which will be counted as time worked, for each period of three hours worked, with a maximum of two rest breaks per shift. The Employer and an Employee may agree to one rest break of 20 minutes in place of the two 10 minute rest breaks.
- 7.14.3 Notwithstanding Clause 7.14.2 of this Agreement, an Employee in classroom support services is entitled to one rest break of 20 minutes, which will be counted as time worked.

7.15 Shiftwork

- 7.15.1 Ordinary hours for shiftwork will:
 - (a) be worked continuously each shift (except for broken shifts and meal breaks);
 - (b) not exceed 10 hours, inclusive of a meal break in any single shift; and
 - (c) be rostered in accordance with Clause 7.17 of this Agreement.
- 7.15.2 The following shift definitions apply:
 - (a) Day shift is a shift which commences and ceases wholly within the spread of ordinary hours identified in Clause 7.11.3;
 - (b) Afternoon shift is a shift which is not a day shift and which finishes after the ordinary hours identified in Clause 7.11.3; and at or before midnight;
 - (c) Night shift is a shift which is not a day shift and which finishes after midnight and at or before 6.00 am.

7.16 Broken shifts

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

7.17 Rostering

- 7.17.1 For Employees working to a roster, a roster showing normal starting and finishing times and the name of each Employee will be prepared by the Employer and will be displayed in a place conveniently accessible to the Employees at least seven days before the commencement of the roster period.
- 7.17.2 An Employee may be rostered to work on a Saturday, Sunday or public holiday and will be paid the appropriate penalty in accordance with Clause 7.18 Penalty Rates of this Agreement.
- 7.17.3 A roster may be altered by mutual consent at any time or by amendment of the roster by the Employer on seven days' notice.
- 7.17.4 Notwithstanding Clause 7.17.3 a roster may be altered at any time to enable the functions of the Employer to be carried out where another Employee is absent from work due to illness, due to regulatory requirements or in an emergency.
 - (a) In such circumstances, unless agreed between the Employer and the Employee, an Employee must be given 48 hours' notice of a change to a rostered shift.
 - (b) If 48 hours' notice is not provided, the Employee will be entitled to a penalty of 50% of the ordinary time rate instead of any other penalty that may apply. To remove any doubt, the 50% penalty does not apply where a shift to be worked does not attract a penalty rate as per Clause 7.18.1.
- 7.17.5 Where such alteration requires an Employee to work on a day which would otherwise have been the Employee's day off, the day off instead will be arranged by mutual consent.

7.18 Penalty rates

7.18.1 Shiftwork

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

7.18.2 Saturday and Sunday work

An Employee other than an Employee covered by Clause 7.18.3 of this Agreement required to work ordinary time on a Saturday or Sunday will be paid the ordinary time rate of pay plus a penalty of:

- (a) for ordinary hours worked on a Saturday, 50% of the ordinary time rate; and
- (b) for ordinary hours worked on a Sunday, 100% of the ordinary time rate.
- 7.18.3 Except that a boarding supervision services Employee who is not working averaged hours in accordance with the provisions of Clause 7.11.2 of this Agreement, rostered to work ordinary hours on a Saturday will be paid the ordinary time rate of pay plus a penalty of 25% of the ordinary time rate and if rostered to work on a Sunday will be paid the ordinary time rate of pay plus a penalty of 75% of the ordinary time rate.

7.19 Overtime rates

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

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

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

7.20 No cumulative effect

7.20.1 The penalty and overtime rates within Section 7.18 and Section 7.19 are not cumulative. Where an Employee is entitled to more than one penalty or overtime rate, the Employee will be entitled to the highest single penalty or overtime rate.

7.21 Time off instead of payment for overtime

- 7.21.1 An Employee and the Employer may agree that an Employee will be provided with time off instead of being paid an overtime payment for all authorised work performed outside of or in excess of the ordinary or rostered hours.
- 7.21.2 Overtime taken as time off during ordinary time hours must be taken at the ordinary time rate that is, an hour for each hour worked.
- 7.21.3 Where an Employee and the Employer have agreed to time off instead of overtime payment under Clause 7.19.1 and such time has not been taken:

(a) within four weeks of accrual; or

(b) during the non-term weeks agreed in writing between an Employee and the Employer; then

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

7.21.4 If, on termination of the Employee's employment, time off for overtime worked by the Employee has not been taken, the Employer must pay the Employee for the overtime at the overtime rate applicable to the overtime when worked.

7.22 Make-up time

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

7.23 Professional development

- 7.23.1 Further to Section 3.3, the Employer recognises the specific training requirements of General Staff Employees within schools in their contribution to the support of students, teaching staff and school programs and operations.
- 7.23.2 Where professional development is required outside of ordinary hours of work as per Section 7.11, an Employee will be granted time-in-lieu for the equivalent hours taken at a mutually convenient time or alternatively the Employee may request to receive payment at the applicable rate.

7.24 First aid allowance

- 7.24.1 A first aid allowance at the rate of \$20.00 per week is payable to an Employee who holds a recognised first aid qualification (or equivalent) and is appointed by the Employer to perform first aid duty (including dispensing medication to students/children in accordance with medication plans), where holding a recognised first aid qualification is not part of the normal job description for their position.
- 7.24.2 The first aid allowance does not apply to:

(a) a nurse;

- (b) an Employee employed specifically as a first aid officer; or
- (c) an Employee whose appointment is classified at or above Pay Grade 4.1 (as first aid duty has been taken into account in classifying their position).

7.25 Junior Employees

7.25.1 A Junior Employee appointed at a pay grade of 1 or 2 is to be paid at the following percentage of the appropriate adult rate for the position performed.

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

PART 8 PROVISIONS SPECIFIC TO EDUCATORS IN EARLY CHILDHOOD EDUCATION AND CARE SERVICES

8.1 Preamble for Part 8

- 8.1.1 The term *Educator* refers to an Employee engaged to provide education and care services for children attending an early childhood education and care service operating under Education and Care Services National Law and Regulations (ECEC Service).
- 8.1.2 This section applies to all Educator Employees engaged in an ECEC Service (including school-aged outside school hours care services) but does not apply to teaching or administrative or operational Employees at the ECEC Service. So as to avoid doubt, a Teacher employed in an ECEC Service is appointed in accordance with PART 5 and PART 6 of this Agreement whilst Administrative and Operational Employees are General Staff appointed in accordance with PART 7 of this Agreement.
- 8.1.3 As applicable for ECEC Services, an Educator will be required to comply with minimum qualification requirements in accordance with the National Quality Framework as published by the Australian Children's Education & Care Quality Authority (ACECQA).
- 8.1.4 Appointment as an Educator includes an expectation that in undertaking the role the Employee will be directly working with children and will be included in staffing required for staff-to-child ratios per ACECQA and the National Quality Framework.
- 8.1.5 Within this part, *term-time weeks* means the weeks in a year during which children enrolled in a kindergarten or pre-school or other specified program requiring delivery by an ECT are expected to attend (akin to attendance of students in a Foundation to Year 12 school).

8.2 Terms of engagement

- 8.2.1 Each Employee shall be advised in writing at the point of engagement and at other times when varied in accordance with this Agreement, the following where appropriate for their employment category:
 - (a) nature of engagement and the employment category;
 - (b) classification and level of the work to be performed;
 - (c) weeks and days of the week the Employee is to be employed;
 - (d) number of ordinary hours per fortnight;
 - (e) normal starting and finishing time for each day's employment; and
 - (f) duration of the engagement.
- 8.2.2 The Employer may vary the terms of engagement of any Employee, other than a casual Employee, by providing two weeks' notice of such changes unless it is mutually agreed between the Employer and Employee for a shorter period of time.

8.3 Employment categories

- 8.3.1 A person employed in an early learning centre under this Agreement will be appointed in one of the following categories.
 - (a) full-time;
 - (b) part-time;
 - (c) term-time;
 - (d) fixed term; or
 - (e) casual.

8.4 Full-time employment

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

8.5 Part-time employment

- 8.5.1 A part-time Employee is an Employee who:
 - (a) is engaged to work for less than 38 ordinary hours per week on the basis of 52 weeks per annum; and
 - (b) has reasonably predictable hours of work; and
 - (c) receives, on a pro-rata basis, equivalent pay and conditions to those of full-time Employees covered by this Agreement.
- 8.5.2 A part-time Employee shall be paid for ordinary hours worked at a rate per hour equal to the fortnightly rate prescribed in the applicable Schedule for the class of work performed divided by 76.
- 8.5.3 Any variation to the work pattern established for a part-time Employee, including the normal starting and finishing times prescribed in this Agreement, will be in accordance with methods of altering the ordinary hours of work for full-time Employees. The agreed number of ordinary hours per fortnight may be varied by mutual agreement in writing.
- 8.5.4 All time worked at the expressed direction of the Employer outside the spread of ordinary working hours and the Employee's normal starting and finishing times of ordinary hours will be overtime and paid for at the applicable overtime rates prescribed in this Agreement.
- 8.5.5 Where an Employee and the Employer agree in writing, part-time employment may be converted to full-time, and vice-versa. If such an Employee transfers from full-time to part-time (or vice-versa), all accrued entitlements shall be maintained. Following transfer from full-time to part-time, employment accruals will occur in accordance with the provisions relevant to part-time employment.

8.6 Term-time employment

- 8.6.1 A term-time Employee is a full-time or part-time Employee who is:
 - (a) engaged to work 38 ordinary hours or less per week during term weeks; and
 - (b) required to take unpaid leave during weeks that are not term weeks unless the Employer advises otherwise; and
 - (c) otherwise entitled to equivalent pay, leave and conditions to those of a part-time Employee.
- 8.6.2 A term-time Employee shall be paid for ordinary hours worked at a rate per hour equal to the fortnightly rate prescribed in the applicable Schedule for the class of work performed divided by 76.

8.7 Casual employment

- 8.7.1 Casual employment means appointment as a casual employee as defined by the *Fair Work Act 2009*.
- 8.7.2 A casual Educator Employee is employed by the hour for a minimum of two hours for each engagement.
- 8.7.3 A casual Educator Employee shall be paid an hourly rate equal to the fortnightly full-time rate (inclusive of leave loading) for the class of work performed divided by 76, plus 23.7%¹².
- 8.7.4 A casual Employee may be entitled to be offered or request casual conversion in accordance with the *Fair Work Act 2009*.

¹² The annual rates of pay in Section 11.8 include provision for annual leave loading. The 23.7% casual loading plus the hourly rate derived from Section 11.8 effectively provides a casual Employee with an equivalent casual loading of 25%.

8.8 Fixed term employment

- 8.8.1 Fixed term employment for an Educator Employee means the Employee is employed to work full-time or part-time or term-time on a temporary basis for a specified maximum period of time (which is not normally to exceed 12 months, or, where the Employee is temporarily replacing another Employee, for the period of leave, secondment or other temporary work arrangement of the other Employee) or to undertake a specific project or task.
- 8.8.2 A person may be employed as a fixed term Educator Employee in the following circumstances:
 - (a) to replace on a temporary basis another Employee on leave or secondment or working pursuant to a flexible working arrangement;
 - (b) where the staffing levels at the ECEC Service will, or are predicted by the Employer to, be reduced in the following year or years, overall or in a department. This may include, but is not limited to, circumstances such as declining enrolments, increasing enrolments outside of historical norms, or service amalgamations;
 - (c) where an Employee is employed on a specific programme or project not fully funded by the ECEC Service;
 - (d) where an Employee is employed to carry out a specific project or task;
 - (e) in a new position that is being trialled, provided that at the end of the trial period either the employment ends or the Employee is employed in an ongoing position on an indefinite basis; or
 - (f) where the person has a time-limited legal right to work in Australia, such as related to an immigration visa duration or condition.
- 8.8.3 Subject to Clause 8.8.4, an Educator Employee may only be employed on successive fixed term appointments where each appointment is for a different purpose or to a different position, or a consequence of and dependent on the receipt of further special funding for the particular role.
- 8.8.4 An Educator Employee can only be employed in consecutive fixed term appointments for a total maximum period of two years unless an exception to this limitation applies under the *Fair Work Act 2009*.
- 8.8.5 The Employer may end the employment of an Educator Employee employed on a fixed term basis before the specified maximum term is up or the task complete by giving notice in accordance with Clause 12.3.2 below. If this occurs, no additional amount(s) will be payable merely because of the early termination of the contract. That is, the school is not obliged to pay the fixed term Employee until the expected end date of the fixed term employment contract.

8.9 Classification – appointment and progression

8.9.1 Classification for an Educator Employee will be determined based on requirements of the role or position to which they are being appointed (defined with reference to the classification structures, commencement levels and progressions set out in SCHEDULE I). Minimum qualification requirements and age are considered as well as the nature of responsibilities, competency, judgement, independence, and problem solving for the position or role to which the Employee is being appointed – in accordance with the following table and as determined in accordance with this Section:

Classification Level	Indicative Role Title	Age & Qualification	Pay Grade – Commencement & Progression			
Educator 1	Trainee Educator (Junior)	Junior – Unqualified	Under 17 years of age at commencement: Educator 1.1 – commencement Educator 1.2 – progress from E1.1 after 12 months service Educator 1.3 – progress from E1.2 after 12 months service (progress from any Educator 1 pay grade to Educator 2.1 upon attaining minimum Certificate III level qualification)			
Educator 1	Trainee Educator (Junior)	Junior – Unqualified	<u>17 years of age at commencement:</u> Educator 1.2 – commencement Educator 1.3 – progress from E1.2 after 12 months service (progress from any Educator 1 pay grade to Educator 2.1 upon attaining minimum Certificate III level qualification)			
Educator 1	Trainee Educator (Junior)	Junior – Unqualified	<u>18 but under 21 years of age at commencement:</u> Educator 1.3 – commencement (progress from Educator 1 pay grade to Educator 2.1 upon attaining minimum Certificate III level qualification)			
Educator 2	Assistant Educator (Junior)	Junior – Qualified at Certificate III or higher	Educator 2.1 – commencement Educator 2.2 – progress from E2.1 after 12 months service (service at E1.3 recognised towards 12 months requirement) Educator 2.3 – progress from E2.2 after 12 months service			
Educator 2	Assistant Educator	Adult – Unqualified	Educator 2.3 - commencement if at least 21 years of age			
Educator 3	Educator	Adult – Qualified at Certificate III or higher	Educator 3.1 – commencement Educator 3.2 – progress from E3.1 after 12 months service			
Educator 4	Lead Educator (group/room leader)	Adult – Qualified at Diploma or higher	Educator 4.1 – commencement Educator 4.2 – progress from E4.1 after 12 months service			
Educator 5	Senior Educator Service Coordinator	Adult – Qualified at Diploma or higher	Educator 5.1 – commencement Educator 5.2 – progress from E5.1 after 12 months service			
Educator 6	Educational Leader Assistant Director	Adult – Qualified at Diploma or higher	Educator 6.1 – commencement Educator 6.2 – progress from E6.1 after 12 months service			
Educator 7	Director (service with under 60 places)	Adult – Qualified at Diploma or higher	Educator 7.1 – commencement Educator 7.2 – progress from E7.1 after 12 months service Educator 7.3 – progress from E7.2 after 12 months service			
Educator 8	Director (service with 60 to 89 places)	Adult – Qualified at Diploma or higher	Educator 8.1 – commencement, no further progression			
Educator 9	Director but not Educational Leader (service with 90 or more places)	Adult – Qualified at Diploma or higher	Educator 9.1 – commencement, no further progression			
Educator 10	Director & Educational Leader (service with 90 or more places)	Adult – Qualified at Diploma or higher	Educator 10.1 – commencement, no further progression			

- 8.9.2 On appointment, an Employee engaged as an Educator will be classified and placed on the appropriate classification level on the pay rate schedule Section 11.8.
- 8.9.3 Where there is more than one minimum pay grade for a classification level, an Educator will be eligible to progress to the next pay grade within the classification level after 12 months experience at that level (or in the case of an Educator appointed at Classification Level 3 or higher and employed for 19 hours or less per week, 24 months).
- 8.9.4 Movement to the next pay grade within a classification level will occur unless a review implemented by the Employer demonstrates that performance against the relevant classification descriptors has not been satisfactory.

8.10 Ordinary hours of work

- 8.10.1 Subject to this clause, a full-time Employee's ordinary hours of work will be 38 per week. The ordinary hours of work for a part-time or casual Employee will be in accordance with Section 8.5 or Section 8.7 respectively of this Agreement.
- 8.10.2 The ordinary hours of work in Clause 8.10.1 may be averaged over a period of a fortnight.
- 8.10.3 The ordinary hours of work will be worked from Monday to Friday between 6:00am and 6:30pm.
- 8.10.4 The starting and finishing times specified in Clause 8.10.3 may be varied by up to one hour at a particular ECEC Service provided that the total hours remain unchanged and there is mutual agreement between the Employer and the majority of Employees at that service.
- 8.10.5 The Employer may require a part-time Employee to work reasonable additional hours in accordance with the provisions of this clause.
 - (a) The Employee will be paid for all such additional hours at their ordinary hourly rate plus accrual of entitlements, provided that the additional hours worked fall within the daily spread of hours in Clause 8.10.3 and do not result in the Employee working more than ten hours on that day; and
 - (b) in all other cases the Employee will be entitled to payment at the appropriate overtime rate of pay for any additional hours worked; and
 - (c) where additional hours are to be worked on a day the Employee is not already attending for work, a minimum engagement of two hours will apply.

8.11 **Preparation time**

- 8.11.1 An Employee responsible for the preparation, implementation and/or evaluation of a developmental program for an individual child or group of children will be entitled to a minimum of two hours preparation time per week, during which the Employee is not required to supervise children or perform other duties directed by the Employer.
- 8.11.2 An Employee appointed as the Educational Leader (as defined in Regulation 118 of the Education and Care Services National Regulations) will be entitled to a minimum of two hours preparation time per week with respect to that role.
- 8.11.3 Entitlements pursuant to Clauses 8.11.1 and 8.11.2 are cumulative if an Employee has both responsibilities.
- 8.11.4 Wherever possible preparation time should be rostered in advance.

8.12 Rostered days off

- 8.12.1 The Employer and a full-time Employee may agree that the ordinary hours of work provided by Section 8.10 will be worked in a rostered day off (RDO) arrangement, for example, over 19 days in each four week period, in which case the following provisions will apply.
 - (a) The Employee will work no more than 152 hours in each four-week period.
 - (b) The Employee may accrue time worked to give the Employee an entitlement to take rostered days off.
 - (c) Each day of paid leave taken by an Employee (but not including long service leave, any period of stand-down, any public holiday, or any period of absence for which workers compensation payments apply occurring during any cycle of four weeks) will be regarded as a day worked for the purpose of accruing rostered days off.
 - (d) Rostered days off will not be regarded as part of the Employee's annual leave for any purpose.
 - (e) An Employee who is scheduled to take a rostered day off before having worked a complete cycle will be paid a pro rata amount for the time that the Employee has accrued.
 - (f) An Employee whose employment is terminated in the course of a cycle will be paid a pro rata amount for the time that the Employee has accrued.
 - (g) Rostered days off arrangements will be determined by mutual agreement between the Employer and the Employee, having regards to the needs of the place of employment.
 - (h) An Employee will be advised by the Employer at least four weeks in advance of the day on which the Employee is to be rostered off duty, unless otherwise mutually agreed.

8.13 Breaks between periods of duty

- 8.13.1 An Employee will be entitled to a minimum break of 10 consecutive hours between the end of one period of duty and the beginning of the next. This applies in relation to both ordinary hours and where overtime is worked.
- 8.13.2 Where the Employer requires an Employee to continue or resume work without having a 10-hour break off duty, the Employee is entitled to be absent from duty without loss of pay until a 10-hour break has been taken or be paid at 200% of the ordinary rate of pay until released from duty.
- 8.13.3 The entitlements in Clause 8.13.1 and Clause 8.13.2 of this Agreement do not apply to an Employee working a broken shift as specified in Section 8.15.

8.14 Meal and rest breaks

- 8.14.1 An Employee will be entitled to an unpaid meal break of not less than 30 minutes and not more than 60 minutes no later than five hours after commencing work. Provided that Employees who are engaged for not more than six hours continuously per shift may elect to forego a meal break, subject to Employer agreement or operational needs at the ECEC Service.
- 8.14.2 At a time, suitable to the Employer, an Employee is entitled to a rest break of 10 minutes, which will be counted as time worked, for each period of three hours worked, with a maximum of two rest breaks per shift. The Employer and an Employee may agree to one rest break of 20 minutes in place of the two 10-minute rest breaks.

8.15 Broken shifts

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

8.16 Rostering

- 8.16.1 The Employer may require an Employee to work their ordinary hours of work in accordance with a roster.
- 8.16.2 For Employees working to a roster, a roster showing normal starting and finishing times and the name of each Employee will be prepared by the Employer and will be displayed in a place conveniently accessible to the Employees at least seven days before the commencement of the roster period.
- 8.16.3 An Employee may be rostered to work on a Saturday, Sunday or public holiday and will be paid the appropriate penalty in accordance with Section 8.17.
- 8.16.4 A roster may be altered by mutual consent at any time or by amendment of the roster by the Employer on seven days' notice.
- 8.16.5 Notwithstanding Clause 8.16.4 a roster may be altered at any time to enable the functions of the Employer to be carried out where another Employee is absent from work due to illness, due to regulatory requirements or in an emergency.
 - (a) In such circumstances, an Employee must be given 48 hours' notice of a change to a rostered shift unless the Employer and the Employee agree to waive or shorten this notice period in a particular case.
 - (b) If 48 hours' notice is not provided, the Employee will be entitled to a penalty of 50% of the ordinary time rate instead of any other penalty that may apply. So as to avoid doubt, the 50% penalty does not apply where a shift to be worked does not attract a penalty rate per Section 8.17.
 - (c) The Employer is not required to provide the full 48 hours' notice where roster changes are as a result of an emergency outside the Employer's control.
- 8.16.6 Where a roster alteration requires an Employee to work on a day which would otherwise have been the Employee's day off, a day off instead will be arranged by mutual consent.

8.17 Shiftwork and penalty rates

- 8.17.1 Ordinary hours for shiftwork will:
 - (a) be worked continuously each shift (except for broken shifts and meal breaks);
 - (b) not exceed 10 hours, inclusive of a meal break in any single shift; and
 - (c) be rostered in accordance with Section 8.16 of this Agreement.
- 8.17.2 A penalty rate is payable to Employees required to perform shiftwork in accordance with the following:

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

- 8.17.3 An Employee required to work ordinary time on a Saturday or Sunday or a public holiday will be paid the ordinary time rate of pay plus a penalty of:
 - (a) for ordinary hours worked on a Saturday, 50% of the ordinary time rate;
 - (b) for ordinary hours worked on a Sunday, 100% of the ordinary time rate;
 - (c) for ordinary hours worked on a public holiday, 250% of the ordinary rate.

8.18 Overtime rates

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

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

8.18.2 Overtime will be calculated daily.

8.19 No cumulative effect

8.19.1 The penalty and overtime rates within Section 8.17 and Section 8.18 are not cumulative. Where an Employee is entitled to more than one penalty or overtime rate, the Employee will be entitled to the highest single penalty or overtime rate.

8.20 Time off instead of payment for overtime

- 8.20.1 An Employee and the Employer may agree that the Employee will be provided with time off instead of being paid an overtime payment for all authorised work performed outside of or in excess of the ordinary or rostered hours.
- 8.20.2 Overtime taken as time off during ordinary time hours must be taken at the ordinary time rate, that is, an hour for each hour worked.
- 8.20.3 Where an Employee and the Employer have agreed to time off instead of overtime payment under Clause 8.17 and such time has not been taken:

(a) within four weeks of accrual; or

(b) during the non-term weeks agreed in writing between the Employee and Employer;

then the Employer must, if requested by the Employee, provide payment at the rate provided in Clause 8.17 for the overtime worked.

8.20.4 If, on termination of the Employee's employment, time off has not been taken instead of payment for overtime, the Employer must provide payment to the Employee for the overtime at the applicable rate provided in this Agreement.

8.21 Make-up time

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

8.22 Recognition of professional commitment

8.22.1 Where ECEC Educator Employees are required to attend meetings as defined in Clause 3.2.2 of this Agreement, such attendance shall be paid at the ordinary time rate for a maximum of 120 minutes per occasion up to a maximum of 20 hours per calendar year.

8.23 Allowances

- 8.23.1 Educator Higher Duties Allowance
 - (a) This clause applies only to an Educator who is employed at Classification Level Educator 3 or lower and who is required to act in a role or position classified at Educator 4 for at least four hours.
 - (b) An hourly allowance of 10% of Educator 4.2 will be paid to an employee who is required to discharge the responsibilities of the educational leader as described in Clause 8.23.1(a).

8.23.2 Educational Leader Allowance

- (a) This clause applies only to an Educator who is employed at Classification Level Educator 5 or lower and who is appointed to discharge of the responsibilities of the educational leader under Regulation 118 of the Education and Care Services National Regulations.
- (b) An hourly allowance of 6% of Educator 6.1 will be paid to an employee who is required to discharge the responsibilities of the educational leader as described in Clause 8.23.2(a).
- (c) An Educator required to act as educational leader as described in Clause 8.23.2(a) for at least 10 consecutive working days will be entitled to the educational leader allowance for the time they are undertaking the responsibilities.
- (d) The educational leader allowance is payable in addition to any director allowance payable under Clause 8.23.3.

8.23.3 Director Allowance

- (a) This clause applies only to an Educator who is employed at Classification Level Educator 6 or lower and who is required to act as Director of an ECEC Service for at least 10 consecutive working days.
- (b) An hourly allowance of 12% of Educator 7.1 will be paid to an employee who is required to discharge the responsibilities of the Director as described in Clause 8.23.3(a).

8.24 Transition arrangements

8.24.1 Upon the commencement of this Agreement, existing Educators will be reclassified as per the following table:

Previous Pay Grade (refer Clause 15.1 in 2020 Agreement)	And meeting criteria	New Pay Grade
ELC 1.1 50% (Junior – Under 17 years of age)		Educator 1.1
ELC 1.1 60% (Junior – 17 years of age)		Educator 1.1
ELC 1.1 70% (Junior – 18 years of age)		Educator 1.2
ELC 1.1 80% (Junior – 19 years of age)	Unqualified	Educator 1.3
ELC 1.1 80% (Junior – 19 years of age)	Qualified Certificate III	Educator 2.1
ELC 1.1 90% (Junior – 20 years of age)	Unqualified & under 21 years of age	Educator 1.3
ELC 1.1 90% (Junior – 20 years of age)	Qualified Certificate III	Educator 2.2
ELC 1.1 100%		Educator 2.3
ELC 2.1 70% (Junior – 18 years of age)	Qualified Certificate III for less than 12 months	Educator 2.1
ELC 2.1 80% (Junior – 19 years of age)	Qualified Certificate III for less than 12 months	Educator 2.1
ELC 2.1 80% (Junior – 19 years of age)	Qualified Certificate III for more than 12 months	Educator 2.2
ELC 2.1 90% (Junior – 20 years of age)	Qualified Certificate III	Educator 2.3
ELC 2.1 (Adult – unqualified)	Unqualified & over 21 years of age	Educator 2.3
ELC 3.1	Qualified Certificate III minimum & at least 21 years of age	Educator 3.1
ELC 3.2		Educator 3.2
ELC 4.1	Qualified Diploma minimum & at least 21 years of age	Educator 4.1
ELC 5.1		Educator 5.1^
ELC 5.2		Educator 5.2^
ELC 6.1		Educator 6.1^
ELC 7.1		Educator 7.1
ELC 7.2		Educator 7.2
ELC 7.3		Educator 7.3
ELC 8.1		Educator 8.1
ELC 9.1		Educator 9.1
ELC 10.1		Educator 10.1
	^ unless reclassified as Early Childhood Teach	er per PART 6 and PART 5

8.24.2 The provision in Clause 8.9.3 regarding progression to the next pay grade after 24 months, for an Educator appointed at Classification Level 3 or higher and employed for 19 hours or less per week, shall not apply for an Educator who was an existing Employee at the commencement date of this Agreement (refer Clause 1.5.1).

PART 9 PROVISIONS SPECIFIC TO VOCATIONAL EDUCATION AND TRAINING STAFF

9.1 Preamble for Part 9

- 9.1.1 This part applies to General Staff who are engaged as a Vocational Education and Training (VET) Tutor or Trainer and Assessor as part of their employment role (VET Staff).
- 9.1.2 Provisions in this part apply in addition to the provisions contained in PART 7 of this Agreement. If there is an inconsistency between a clause in this part and a clause in PART 7, the provision in this part shall prevail.
- 9.1.3 This part does not apply to a Teacher undertaking VET Trainer and Assessor duties as part of their employment role who is employed in accordance with PART 5 of this Agreement.

9.2 Classification – appointment and progression

- 9.2.1 VET Staff are classified according to the classification structures, commencement levels and progressions set out in this Part.
- 9.2.2 The Employer may elect to commence a VET Staff Employee at a higher classification level after consideration of the Employee's qualifications, industry experience and previous experience as a VET Trainer or VET Trainer and Assessor. A VET Staff Employee may be required to provide documentary evidence, satisfactory to the Employer, of qualifications and experience.
- 9.2.3 Movement to the next pay point within a classification will occur unless a review implemented by the Employer demonstrates that performance against the relevant classification descriptors has not been satisfactory. Progression is also subject to the VET Staff Employee maintaining training and assessing qualifications and related accreditation requirements.

9.3 Classification Level 1 – VET Tutor

- 9.3.1 A VET Tutor supervises trainees who are undertaking training set by a VET Trainer & Assessor. The VET Tutor provides broad support and tuition in their area of expertise to trainees on an individual and small group basis. VET Tutors are responsible for referring trainee management and trainee questions to their supervisors.
- 9.3.2 <u>Required qualifications</u> Normally, a VET Tutor has workplace currency and is typically working towards a formal trainer and assessor qualification.
- 9.3.3 <u>Pay grade and progression</u> An appointment to Level 1 VET Tutor classification commences at VET Pay Grade 1.1 and progresses to VET Pay Grade 1.2 after 12 months of service, subject to the provisions of Clause 9.2.3

9.4 Classification Level 2 – Trainer and Assessor

- 9.4.1 A Trainer and Assessor is fully qualified to carry out the responsibilities of a Trainer and Assessor, including the relevant provisions in the *Standards for Registered Training Organisations (RTOs)*. They have specialised theoretical knowledge and practical experience of training and assessment; they employ a wide range of teaching and assessment methods and provide guidance and support to other practitioners. Responsibilities include (but are not limited to):
 - (a) Planning, preparing, and delivering training and assessment strategies and practices.
 - (b) Developing and administering training resources and tasks that are consistent with relevant training packages.
 - (c) Preparing and conducting assessments and keeping accurate and detailed records.
 - (d) Monitoring student's progress and providing support with the course content and learning outcomes.
 - (e) Liaising with work placement providers (where applicable).
- 9.4.2 <u>Required qualifications</u> A VET Trainer & Assessor must hold relevant qualifications and maintain industry currency consistent with the requirements of the *Vocational Education and Training (VET) Quality Framework* and the *Standards for Registered Training Organisations (RTOs)*, as published by the Australian Skills Quality Authority.
- 9.4.3 <u>Pay grade and progression</u> An appointment to Level 2 Trainer and Assessor Classification commences at VET Pay Grade 2.1 and progresses through increments after each 12 month period of service up to VET Pay Grade 2.8, subject to the provisions of Clause 9.2.3.

9.5 Classification Level 3 – Senior Trainer and Assessor

- 9.5.1 The Senior Trainer and Assessor is a leadership position that a college may establish due to the size of the VET program and number of trainers. A Senior Trainer and Assessor must have more than seven years of experience. Senior Trainer and Assessor must have an in-depth knowledge and established skills to shape a team's training and assessment practice; they inspire others, lead change processes, and provide specialist advice and support while carrying out the full responsibilities of a Trainer and Assessor.
- 9.5.2 <u>Required qualifications</u> A Senior Trainer and Assessor has significant recent VET sector experience (typically five or more years) and must hold relevant qualifications and maintain industry currency consistent with the requirements of the *Vocational Education and Training (VET) Quality Framework* and the *Standards for Registered Training Organisations (RTOs)*, as published by the Australian Skills Quality Authority.

9.5.3 Pay grade and progression - An appointment to Level 3 – Trainer and Assessor Classification commences at VET Pay Grade 3.1 and progresses to VET Pay Grade 3.2 after 12 months of service, subject to the provisions of Clause 9.2.3.

9.6 Basis for engagement and ordinary hours of work

- 9.6.1 This clause of the Agreement provides for industry specific detail and supplements the National Employment Standard (NES) that deals with maximum weekly hours. Notwithstanding the NES, and due to the operational requirements of the Employer, the ordinary hours of a VET Staff Employee under this Agreement may be averaged over a 12-month period.
- 9.6.2 VET Staff other than VET Tutors will be appointed based on a full year of 52 weeks comprising 45 weeks of ordinary hours attendance, 4 weeks of annual leave and 3 weeks of paid stand-down leave. A full-time appointment is based on 38 hours per week and pro-rata for a part-time appointment.
- 9.6.3 The ordinary hours of a VET Staff Employee during term weeks are variable; in return, three weeks of paid standdown leave is provided during non-term weeks. Although training and assessing activities may require hours that extend beyond school hours (when students are in attendance), VET Staff are usually required to attend their workplace between at least the hours of 8:00am and 3:30pm on each regular school day.

9.7 Entitlement to non-instructional time

- 9.7.1 Instructional time is defined as programmed training or assessing time which has a preparation requirement within the normal paid hours. It does not include weekly assembly, chapel services, administrative time, or home room time where the Employee does not have a preparation load.
- 9.7.2 Entitlement to non-instructional time shall be accrued as a factor of worked instructional time.
 - (a) For VET Trainers and Assessors (all levels), non-instructional time shall accrue at a minimum rate of 40 minutes for every 200 minutes of instructional time worked.
 - (b) For VET Tutors, non-instructional time may be granted based on the specific mix of supervision and tuition and as well as the responsibilities assigned to the tutor.

9.8 Additional specific provisions

- 9.8.1 Specific provisions for an individual VET Staff Employee regarding training programs to be delivered (including strategy, content, and assessment), hours and places of duty, student management arrangements, scheduling of non-instructional time, other learning community responsibilities (playground duties, attendance at camps, open evenings etc) and similar matters are to be arranged between the VET Staff Employee and the Employer.
- 9.8.2 It is recognised that VET Trainers and Assessors who have course coordination responsibilities on behalf of the CCM RTO may require additional allocation of non-instructional time (or payment in lieu arrangement) to carry out these responsibilities.

9.9 Transition arrangements

9.9.1 Upon the commencement of this Agreement, existing VET Staff classified under the previous classification model will be reclassified as per the following table:

Previous Classification	Previous Pay Grade	New Classification	New Pay Grade
VET Trainer	VET 1.1	VET Trainer (Grandfathered)	VET 2.1
VET Trainer	VET 1.2	VET Trainer (Grandfathered)	VET 2.2
VET Trainer & Assessor - Level 1	VET 1.1	Trainer and Assessor	VET 2.1
VET Trainer & Assessor - Level 1	VET 1.2	Trainer and Assessor	VET 2.2
VET Trainer & Assessor - Level 1	VET 1.3	Trainer and Assessor	VET 2.3
VET Trainer & Assessor - Level 1	VET 1.4	Trainer and Assessor	VET 2.4
VET Trainer & Assessor - Level 2	VET 2.1	Trainer and Assessor	VET 2.5
VET Trainer & Assessor - Level 2	VET 2.2	Trainer and Assessor	VET 2.6
VET Trainer & Assessor - Level 2	VET 2.3	Trainer and Assessor	VET 2.7
VET Trainer & Assessor - Level 2	VET 2.4	Trainer and Assessor	VET 2.8
VET Trainer & Assessor - Level 3	VET 3.1	Senior Trainer & Assessor	VET 3.1
VET Trainer & Assessor - Level 3	VET 3.2	Senior Trainer & Assessor	VET 3.2

10.1 Preamble for Part 10

- 10.1.1 Minimum entitlements to paid and unpaid leave for staff are provided under the National Employment Standards (NES) contained in the *Fair Work Act 2009.* No provision under this Agreement shall be less favourable than these Standards as amended from time to time.
- 10.1.2 Definitions for this Part:
 - (a) Term weeks means the weeks in the school year that students are required to attend school as set out in the school calendar or each school; where an ECEC Service, or pre-school program within an ECEC Service, operates according to terms that approximate school terms, term weeks will have the same meaning.
 - (b) Non-term weeks means weeks in the school year other than term weeks and include periods designated as school holidays for students; where an ECEC Service, or pre-school program within an ECEC Service, operates according to terms that approximate school terms, non-term weeks will have the same meaning.
 - (c) School service date means the first day of the school year that Teachers are required to attend, as published in accordance with Clause 5.14.5. Typically, this will be at least one week prior to the first week in Term 1 that students are required to attend.
 - (d) School year means the period of 12 months from the day Teachers covered by this Agreement are required to attend a school or ECEC Service for the new educational year or the calendar year, as determined by the school, and includes term weeks and non-term weeks.

10.2 Annual leave – General Staff, ECEC Educators & VET Staff

- 10.2.1 General Staff, ECEC Educators and VET Staff (other than casuals) will receive annual leave entitlements in accordance with provisions and conditions of the NES.
- 10.2.2 As schools and some ECEC services are shut down for student school holiday periods, the Employer requires relevant Employees to take their annual leave during these non-term weeks.
- 10.2.3 Notwithstanding Clause 10.2.2, alternate annual leave arrangements may be agreed between the Employer and an Employee.
- 10.2.4 A General Staff, ECEC Educator or VET Trainer Employee may agree in writing with the Employer to the Employee cashing out up to two weeks of paid annual leave per annum, provided that the Employee's remaining accrued entitlement to paid annual leave is not less than four weeks. An agreement to cash out a particular amount of annual leave must be in writing and signed by the Employer and Employee.
- 10.2.5 General Staff, ECEC Educators and VET Trainers may be directed to take annual leave after accruing six weeks entitlement with the provision of 14 days' notice in writing.

10.3 Annual leave – Teachers

- 10.3.1 Annual leave is provided for in the NES. This section provides agreement specific detail and incorporates the NES entitlement with respect to annual leave.
- 10.3.2 A Teacher must take annual leave during non-term weeks a Teacher is not required to attend, as published in accordance with Clause 5.14.5.
- 10.3.3 In the case of a Teacher whose employment with the Employer is continuing into the next school year, annual leave is deemed to be taken in the December/January school holiday period immediately following the final term week of the current school year, unless otherwise agreed with the Employer.
- 10.3.4 If a Teacher is re-credited with annual leave in accordance with the *Fair Work Act 2009*, the Teacher will take the re-credited leave in the next student vacation period, or as otherwise directed by the Employer.

10.4 Unpaid leave during non-term weeks – General Staff & ECEC Educators

- 10.4.1 General Staff and ECEC Educators may be required to take unpaid leave ("term break unpaid leave") during nonterm weeks, provided that:
 - (a) the Employee's contract of employment specifies the arrangement in writing;
 - (b) all such periods count as service for the purpose of calculating accrued leave entitlements and do not break continuity of service;
 - (c) if appropriate work is available for an Employee during any such period, the existing Employee may be offered such employment (noting that the Employee who is on term break unpaid leave may refuse an offer of employment without prejudice to their normal employment relationship); and
 - (d) appropriate work will mean such work as is available that is capable of being performed by the Employee (with remuneration for such work to be at the rate of pay applicable to the work being performed).
- 10.4.2 An employee required to take term break unpaid leave may elect to enter into a banked time arrangement as described in Clause 7.6.3.

10.5 Pro rata payment for time when attendance is not required – Teachers

- 10.5.1 This clause provides agreement specific detail and incorporates the NES entitlement with respect to annual leave. It applies to Teachers, other than casual Teachers, in lieu of the corresponding provisions of the Act and is inclusive of four weeks accrued annual leave.
- 10.5.2 The provisions of this section shall apply where:
 - (a) the load which a Teacher normally teaches at a school has varied since the School Service Date ("a Teacher whose load has varied");
 - (b) a Teacher commences employment after the School Service Date;
 - (c) a Teacher's employment ceases (including not continuing employment into the next school year); or
 - (d) a Teacher takes approved unpaid leave.
- 10.5.3 The underpinning principles and intent of the formulas in this section is that:
 - (a) Subject to the provisions regarding long service leave, a Teacher who attends the school and works (or is on paid leave) for all of the time when attendance is required in a school year is paid for a full school year, inclusive of four weeks of annual leave.
 - (b) Generally, where a Teacher has worked (or been on paid leave) for all of the time when attendance is required in a school year, the payment for weeks when attendance is not required need only be calculated to and may cease on the day before the School Service Date in the succeeding school year.
 - (c) Where a school's School Service Date is not fixed from year to year the application of the formula may need to be adjusted to ensure that a Teacher working all four school terms, but not returning to work the following school year, is paid for a full twelve months.
 - (d) A Teacher who commences employment after the School Service Date in a school year, is not entitled to be paid in full through December/January school holiday period if the Teacher has been paid through all the term breaks during the Teacher's period of employment. Refer to clause 10.5.5.
- 10.5.4 Where the load which a Teacher normally teaches at the School has varied since the School Service Date in any school year and the Teacher's employment is to continue in the next school year:
 - (a) Pro rata salary pursuant to clause 10.5.9 shall be calculated at the conclusion of Term 4 of that year to determine the Teacher's payment entitlement for the period from that end of Term 4 until the School Service Date in the following year.
 - (b) The Teacher will receive the pro rata salary entitlement as instalments paid over the summer school vacation period as part of the Employer's usual pay period processing based on the Teacher's normal fortnightly pay rate as at the end of Term 4 (or, in respect of the final instalment, any balance outstanding) until the full amount has been paid.
 - (c) A Teacher may request the Employer to include their pro rata salary entitlement payment as a lump sum in the processing of the pay period that includes the conclusion of Term 4. If pro rata salary entitlement is processed on this basis, thereafter the Teacher shall receive no salary or other payment other than payment under this clause until the School Service Date in the following school year.
- 10.5.5 A Teacher who commences employment after the usual date of commencement at the school in any school year shall be paid from the date the Teacher commences, provided that at the end of Term 4 in that year:
 - (a) Pro rata salary pursuant to clause 10.5.10 shall be calculated at the conclusion of Term 4 of that year to determine the Teacher's payment entitlement for the period from that end of Term 4 until the School Service Date in the following year.
 - (b) The Teacher will receive the pro rata salary entitlement as instalments paid over the summer school vacation period as part of the Employer's usual pay period processing based on the Teacher's normal fortnightly pay rate as at the end of Term 4 (or, in respect of the final instalment, any balance outstanding) until the full amount has been paid.
 - (c) A Teacher may request the Employer to include their pro rata salary entitlement payment as a lump sum in the processing of the pay period that includes the conclusion of Term 4. If pro rata salary entitlement is processed on this basis, thereafter the Teacher shall receive no salary or other payment other than payment under this clause until the School Service Date in the following school year.
- 10.5.6 A Teacher shall be entitled on termination of employment to a payment calculated in accordance with clause 10.5.10.
- 10.5.7 Where a Teacher takes approved unpaid leave for a period which exceeds two weeks (10 days) where attendance of Teachers is expected (or equivalent pro rata number of days for a part time Teacher), the Teacher shall be entitled to pro rata salary calculated pursuant to clause 10.5.10 on the following basis:
 - (a) If unpaid leave commences and concludes in the same school year and the period of leave is less than 10 term weeks pro rata payment to be calculated and made at the end of Term 4 of that year.
 - (b) If unpaid leave commences and concludes in the same school year and the period of leave is more than 10 term weeks pro rata payment to be calculated and made:

- i. at commencement of the leave in respect of that year; and
- ii. at the end of Term 4 of that year (with this calculation to include adjustment for the amount paid at commencement of the leave).
- (c) If the unpaid leave is to conclude in a school year following the school year in which the leave commenced pro rata payment to be calculated and made:
 - i. at commencement of the leave in respect of the school year in which the leave commences; and
 - ii. at the end of Term 4 in the school year in which the leave concludes.
- (d) Pro rata salary calculation at the conclusion of Term 4 of a school year determines the Teacher's payment entitlement for the period from that end of Term 4 until the School Service Date in the following year.
 - i. The Teacher will receive the pro rata salary entitlement as instalments paid over the summer school vacation period as part of the Employer's usual pay period processing based on the Teacher's normal fortnightly pay rate as at the end of Term 4 (or, in respect of the final instalment, any balance outstanding) until the full amount has been paid.
 - ii. A Teacher may request the Employer to include their pro rata salary entitlement payment as a lump sum in the processing of the pay period that includes the conclusion of Term 4 in the relevant year. If pro rata salary entitlement is processed on this basis, thereafter the Teacher shall receive no salary or other payment other than payment under this clause until the School Service Date in the following school year.
- 10.5.8 Payments under this section shall be made to such Teachers by application of the formula prescribed by either clause 10.5.9 or 10.5.10, as appropriate, and, pursuant to the applicable provisions of clauses 10.5.4, 10.5.5, 10.5.6 and 10.5.7 separately, or in combination. These provisions are intended to be used to calculate the pro rata salary, inclusive of annual leave owing to a Teacher in respect of the school year in which the formula is applied.
- 10.5.9 Payments made pursuant to this section to a Teacher whose load has varied, shall be calculated in accordance with the following formula:

$$P = \frac{S \times N}{E} - R$$

Where:

P is the payment due

S is the total salary paid in respect of weeks where attendance is expected including term weeks and professional development weeks, or fraction thereof, since the School Service Date [or date of employment in circumstances where a Teacher has been employed by the school for less than one year].

N is the number of weeks where attendance is not expected, or fraction thereof, in the year.

E is the number of weeks where attendance is expected, or fraction thereof, in the year.

R is the salary paid in respect of weeks where attendance is not expected, or fraction thereof, that have occurred since the School Service Date [or date of employment in circumstances where a Teacher has been employed for less than one year].

10.5.10 Payments made otherwise than pursuant to clause 10.5.9 shall be calculated in accordance with the following formula:

$$P = F \times \left(\frac{T \times N}{E} - W\right)$$

Where:

P is the payment due

F is an amount equivalent to 50% of the standard fortnightly salary [including allowances] of the Teacher as at the date of application of the formula.

T is the number of weeks where attendance is expected including term weeks, and professional development weeks, or fraction thereof, worked by the Teacher since the School Service Date (including weeks that the Teacher has been on paid leave).

E is the number of weeks where attendance is expected, or fraction thereof, in the year.

N is the number of weeks where attendance is not expected, or fraction thereof, in the year.

W is the number of weeks when attendance is not expected, or fraction thereof, for which the Teacher has already received payment since the School Service Date [or date of employment in circumstances where a Teacher has been employed for less than one year] (including weeks that the Teacher has been on paid leave).

10.6 Long service leave

- 10.6.1 The Long Service Leave provisions of the relevant legislation in the jurisdiction where the Employee is appointed will apply subject to the provisions of this Clause 10.6. The relevant legislation for this clause is the *Industrial Relations Act 1999 (Qld), Long Service Leave Act 1955 (NSW), Long Service Leave Act 1987 (SA) and Long Service Leave Act 1958 (WA).*
- 10.6.2 All Employees will accrue Long Service Leave at the rate of 1.3 weeks per full time equivalent year of continuous completed service from the date of engagement¹³.
- 10.6.3 Employees who have completed seven years of continuous service may take their entitlement to Long Service Leave at a mutually convenient time for the Employer and Employee and with reasonable notice of not less than one full school term.
- 10.6.4 Subject to the applicable legislation in the jurisdiction the Employee is employed, Long Service Leave must be taken in periods of not less than one week (being five working days for a full-time employee, pro-rata for a part-time or term-time Employee) per occasion, except that in exceptional or unusual circumstances the Employer may allow an Employee to take Long Service Leave for a mutually agreed period of time.
- 10.6.5 Where an Employee is entitled to a period of Long Service Leave, such leave may be taken, by agreement between the Employee and the Employer, at the rate of half pay¹⁴. In such circumstances the length of the Employee's leave would be double the period of leave which would otherwise apply.
- 10.6.6 Upon termination of employment, a pro-rata payment of Long Service Leave shall be made to an Employee where there is an entitlement as defined in the relevant legislation in the jurisdiction where the Employee is appointed.
- 10.6.7 Cashing out of Long Service Leave:
 - (a) Long service leave is designed to ensure that long term Employees receive a break from service and as such the preference of the Employer is for Employees to access accrued Long Service Leave as a period of leave.
 - (b) Unless otherwise prohibited by a relevant Act¹⁵, under certain circumstances it may be preferable for an Employee to request payment for all or part of the Long Service Leave accrual when it falls due without accessing 'absence of leave' from the Employer. Any such request is to be made in writing with reasonable notice, preferably of not less than four weeks. The arrangement is at the election of the Employee and subject to: the applicable legislation in the jurisdiction the Employee is employed, the discretion of the Employer and the arrangement being in writing and signed by both the Employee and the Employer.
- 10.6.8 Long Service Leave must not be taken with or split between any other form of leave or paid stand-down period unless otherwise agreed by the Employer or specifically provided for by the NES.
- 10.6.9 Notwithstanding Clause 10.6.8, the following additional provisions apply to Teachers:
 - (a) A period of Long Service Leave taken wholly within one term shall also be exclusive of any adjacent period of time that a Teacher is not required to attend as published in accordance with Clause 5.14.5.
 - (b) Where a Teacher requests and is granted up to one week's leave without pay to be taken in addition to Long Service Leave such that the total period of leave is in accordance with subclause 10.6.9(a), the conditions of that subclause shall apply.
 - (c) Where long service leave is not taken in accordance with subclauses 10.6.9(a) or 10.6.9(b), it will be inclusive of any non-term time or periods that the Teacher is otherwise not required to attend as published in accordance with Clause 5.14.5.

¹³ Employees in New South Wales and South Australia who have worked variable hours during their service eligibility period may be entitled to additional long service leave as per the *Long Service Leave Act 1955 (NSW)* and *Long Service Leave Act 1987 (SA)*. This will require manual calculation and confirmation by the Employer.

¹⁴ Employees in Western Australia may also be entitled to take long service leave at an accelerated rate as per the *Long Service Leave Act 1958 (WA)*.

¹⁵ Employees in New South Wales are restricted from cashing out statutorily accrued long service leave as per the *Long Service Leave Act 1955 (NSW)*. Additional long service leave granted by this Agreement in excess of the statutory amount may be cashed out.

10.7 Discretionary leave – Teachers

- 10.7.1 It is recognised that, due to the nature of work in education and the usual operating hours of a school, there is limited opportunity during term-time weeks for teaching staff to attend to matters of a personal nature which are significant to the staff member but may not fit into another category of leave in this Agreement. Discretionary Leave may be accessed by eligible teaching staff for any significant purpose of a personal or domestic nature.
- 10.7.2 Discretionary Leave shall be available to all teaching staff who are employed on a full-time or part-time basis as well as those appointed for a fixed term of at least two school terms.
- 10.7.3 Other than in extenuating circumstances, scheduling of Discretionary Leave should be negotiated with and approved by the Employee's supervisor in advance as soon as possible.
- 10.7.4 A full-time Teacher will be granted two full-time days of Discretionary Leave per school year, to be made available prior to the start of Term 1. Part-time Teachers will be granted a pro-rata entitlement based on their appointment FTE as at the week prior to the start of Term 1 of a school year.
- 10.7.5 A Teacher who commences employment no later than the last week of Term 1 shall receive the full entitlement for that school year. A Teacher who commences after the end of Term 1 will receive a pro-rata entitlement calculated on the proportion of term weeks remaining until the end of the school year or the last day of a fixed term appointment due to finish before the end of the school year.
- 10.7.6 Unused discretionary leave does not accrue beyond the school year for which it is granted. Any balance remaining unused at the end of the school year will be paid out within two pay cycles after the end of Term 4. A Teacher who ceases employment prior to the end of the school year shall receive a pro-rata entitlement based on the proportion of term weeks they have worked in the school year less any discretionary leave taken.

10.8 Unpaid parental leave

- 10.8.1 This section provides Agreement specific details and supplements the NES provisions regarding parental leave.
- 10.8.2 An Employee is entitled to take unpaid parental leave in accordance with the provisions of the *Fair Work Act* and subject to the limitations and conditions, including notification requirements, contained in that Act. Without limiting the operation of this Section, an Employee must have 12 months continuous service to be eligible for parental leave under the Act and must have, or soon will have, a responsibility for the care of a child by birth or adoption.
- 10.8.3 An Employee must give notice of intention to take parental leave and provide other notices and documentation in accordance with provisions of the Act.
- 10.8.4 An Employee's absence on unpaid parental leave will not count as service for the purposes of pay increment progression or leave entitlement accruals.
- 10.8.5 An Employee may access accrued annual leave and long service leave entitlements whilst on unpaid parental leave. All paid leave taken in this context shall form part of the aggregate of parental leave.
- 10.8.6 Whilst on unpaid parental leave, eligible employees may also be able to access other parental leave entitlements such as parental leave pay (PLP) through the Australian Government Paid Parental Leave Scheme.
- 10.8.7 Where following an earlier period of parental leave an Employee has not returned to work for a period of 12 months paid continuous service before the birth or adoption of a second or subsequent child, the Employee will remain entitled to unpaid parental leave in accordance with the Act. However, the Employee will not be entitled to Employer paid maternity leave (Section 10.9) or Employer paid paternity leave (Section 10.10) in respect of the birth of the second or subsequent child.

10.9 Employer paid maternity leave

- 10.9.1 This section provides Agreement specific details and supplements the NES provisions regarding parental leave.
- 10.9.2 Female Employees will be entitled to ten weeks employer-paid maternity leave subject to the following:
 - (a) To qualify for Paid Maternity Leave, the Employee shall have had at least 12 months paid continuous service with the Employer immediately prior to the date of the birth, or the expected date of birth of the child (such date being as certified by a recognised healthcare professional providing obstetric care for the Employee).
 - (b) Continuous service means either full-time or part-time employment. The service may be a combination of fulltime and part-time service.
 - (c) An eligible Employee is entitled to Paid Maternity Leave equal to ten weeks' pay at her substantive rate (including PAR Allowance, if applicable). Normal leave entitlements will accrue during the period of payment.
 - (d) The period of paid leave shall be deemed to be the first ten weeks of the leave commencing from the first day of maternity leave. The Employee will be paid in accordance with the normal fortnightly pay cycle.
 - (e) The period of Paid Maternity Leave is inclusive of non-term periods that may fall within the Paid Maternity Leave period. A Teacher may elect for Paid Maternity Leave to be split either side of a period that a Teacher is not required to attend as published in accordance with Clause 5.14.5, noting that such an election will impact the value of any pro-rata leave per the provisions of Section 10.5.
 - (f) The Employer may require the Employee to commence paid maternity leave at any time during the six weeks prior to the date of the birth, or expected date of birth, of the child.
 - (g) Paid Maternity Leave does not extend the total entitlement to paid and unpaid parental leave beyond the provisions of the NES.
 - (h) The payment of accrued annual leave entitlements will occur immediately following the completion of the Paid Maternity Leave unless otherwise agreed.
- 10.9.3 Where an Employee is entitled to a period of Paid Maternity Leave, such leave may be taken at the rate of half pay if requested by the Employee and by agreement in writing between the Employee and the Employer. In such circumstances the length of the Employee's leave would be double the period of leave which would otherwise apply.
- 10.9.4 To qualify for Paid Maternity Leave entitlements for a second or subsequent child, an Employee must have returned to work for 12 months paid continuous service after the end of a previous period of parental leave.

10.10 Employer paid paternity leave

- 10.10.1 This section of the Agreement provides agreement specific details and supplements the NES provisions regarding parental leave.
- 10.10.2 Male Employees will be granted Paid Paternity Leave upon the birth of their child, subject to the following:
 - (a) To qualify for Paid Paternity Leave, the Employee shall have had at least 12 months paid continuous service with the Employer immediately prior to the date of the birth, or the expected date of birth of the child (such date being as certified by a recognised healthcare professional providing obstetric care for the child's mother). Continuous service means either full-time or part-time employment; the service may be a combination of fulltime and part-time service.
 - (b) An eligible Employee is entitled to Paid Paternity Leave equivalent to one weeks' pay, based on the full-time equivalent appointment of the Employee as at the expected date of birth of the child.
 - i. This equates to five full-time equivalent days for a full-time Employee, pro-rata for a part-time Employee.
 - ii. Payment will be at the Employee's substantive rate (including PAR Allowance, if applicable).
 - iii. Normal leave entitlements will accrue during the period of payment.
 - (c) Paid Paternity Leave may be scheduled from one week prior to the expected date of birth of the child to make arrangements related to the birth.
 - (d) Any Paid Paternity Leave entitlement not taken prior to the expected date of birth of the child must be taken within three months after the child's birth date.
 - (e) Other than in extenuating circumstances, scheduling of paternity leave should be negotiated with and approved by the Employee's College Principal (or their delegate) in advance as soon as possible. Notice of intent to take Paid Paternity Leave should be given in line with notice requirements for Unpaid Parental Leave (refer Clause 10.8.3).
 - (f) Paid Paternity Leave does not extend the total entitlement to paid and unpaid parental leave beyond the provisions of the NES.
- 10.10.3 The period of Paid Paternity Leave shall be exclusive of Statutory Holidays that may fall within the period.
- 10.10.4 To qualify for Paid Paternity Leave entitlements for a second or subsequent child, an Employee must have returned to work for 12 months paid continuous service after the end of a previous period of parental leave.

10.11 Personal leave (Sick and carer's leave)

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

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

- (b) a child, parent, grandparent, grandchild or sibling of a spouse or de facto partner of the Employee.
- 10.11.3 Personal Leave shall be accrued and paid in accordance with the Personal/Carer's Leave provisions of the NES.
- 10.11.4 On commencement of employment, an Employee will be granted in advance a personal leave balance equivalent to a full year entitlement based on their appointment FTE as at the first day of their employment. Subsequent leave entitlements will accrue progressively according to the Employee's ordinary hours of work.
- 10.11.5 Where Personal Leave exceeds two days at any one time an Employee is required to provide a medical certificate from a properly accredited medical practitioner or other evidence of illness or injury to the satisfaction of the Employer.
- 10.11.6 The Employer may also require a medical certificate or other evidence to the satisfaction of the Employer where Personal Leave is taken on either a Monday or Friday or adjacent to a public holiday, notwithstanding Clause 10.11.5.
- 10.11.7 Employees are required to notify the Employer as soon as practicable of the illness, injury or unexpected emergency that will cause the Employee to be absent from work and the approximate period for which the Employee will be absent.

10.12 Community service leave including jury service

- 10.12.1 In accordance with the NES, an Employee may be absent from employment to engage in the following activities:
 - (a) required jury service; and
 - (b) voluntary service as a member of an emergency management body in dealing with an emergency or natural disaster.
- 10.12.2 To access such leave, an Employee must provide, as soon as practicable, prior notification to the Employer of their intention of taking the leave and the period or expected leave period. The Employer may require the Employee to provide evidence, such as a statutory declaration, to its satisfaction to verify the reason for any period of community service leave.
- 10.12.3 An Employee is entitled to take community service leave while they are involved in the activity and for reasonable travel and rest time.
- 10.12.4 <u>Regarding jury service</u>:
 - (a) An Employee who has been notified to attend for jury service shall consult with the Employer before the Employee confirms availability for jury service to the relevant court.
 - (b) An Employee, other than a casual Employee, required to attend for jury service during their ordinary working hours shall be reimbursed by the Employer an amount equal to the difference between the amount paid by the relevant court in respect of their attendance for such jury service and the ordinary pay the Employee would have been paid if the Employee was not absent on jury service. Payment will apply up to the initial 10 days of required service.
 - (c) Alternatively, by agreement, fees (other than meal allowance) received by the Employee to attend jury service will be paid to the Employer and the Employer will continue to pay the Employee their ordinary pay for the time the Employee was absent on jury service.
 - (d) Employees shall notify the Employer as soon as practicable of the date upon which they are required to attend for jury service and shall provide their Employer with proof of such attendance, the duration of such attendance and the amount received in respect thereof.
 - (e) If the Employee is not required to serve on a jury for a day or part of a day after attending for jury service and the Employee would ordinarily be working for all or part of the remaining day, the Employee must, if practicable, present for work at the earliest reasonable opportunity.
 - (f) Ordinary pay means the rate of pay that an Employee would normally expect to receive for working ordinary hours on an ordinary day of the week, including any over-award payment. Ordinary pay excludes overtime, penalty rates of all types – including those attaching to working ordinary hours (for example) on a Saturday, disability allowances, shift allowances, special rates, fares and travelling time allowances, bonuses, and other ancillary payments of a like nature.

10.13 Compassionate leave

- 10.13.1 Compassionate Leave shall be provided in accordance with the NES.
- 10.13.2 In addition to the NES provisions, in the case of the death of the Employee's spouse or child up to five days paid leave may be granted (inclusive of the NES provision).

10.14 Professional leave

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

10.15 Special leave

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

10.16 Examination/study leave

- 10.16.1 Application may be made for leave with pay for the actual time taken to attend examinations, provided that the course being taken is related to the Employee's role in the school or centre. Leave would normally be either a morning or afternoon school/centre session as appropriate on the day of the examination plus time for essential travel.
- 10.16.2 Application may be made for leave without pay for study purposes prior to an examination, provided that the course being taken is relevant to the Employee's role in the school/centre. Leave would normally be for a day.

10.17 Family and domestic violence leave

10.17.1 All Employees are entitled to up to 10 days of paid family and domestic violence leave each year in accordance with the provisions and conditions in the NES.

10.18 Unpaid leave (Leave without pay)

- 10.18.1 Leave without pay for personal reasons is discretionary at the election of the Employer. The Employer expects Employees will usually utilise accrued paid leave entitlements prior to requesting leave without pay.
- 10.18.2 Extended Unpaid Leave is discretionary at the election of the Employer. It may be considered in certain circumstances including:
 - (a) Up to 12 months unpaid leave for study or travel or family reasons may be granted after completion of four years full-time equivalent service.
 - (b) Up to four years unpaid leave for Christian missionary service or theological studies may be granted after completion of four years full-time equivalent service.
 - (c) Up to 12 months unpaid leave if an Employee, who has completed at least 10 months continuous service, has, or will soon have a responsibility for the care of a child by birth but is not eligible for Unpaid Parental Leave per Section 10.7.

10.19 Public holidays

10.19.1 Public holidays are provided for in the NES and include:

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

Any other day or part-day declared or prescribed by or under a law of a State or Territory to be observed generally within the State or Territory (or a region of the State or Territory) as a public holiday.

- 10.19.2 A day listed in Clause 10.19.1 will be a public holiday for an Employee if that day is declared or prescribed by law as a public holiday in the region where the school or early childhood education and care service, to which Employee has been appointed, is located.
- 10.19.3 Where a public holiday falls on a day upon which an Employee is normally employed, that Employee shall be paid the appropriate ordinary time rate for the number of hours normally worked on that day.
- 10.19.4 An Employee required to work on a public holiday will be paid at the rate of 250% for any ordinary hours worked, unless the Employer and the Employee have agreed to the Employee taking time off instead of payment in which case the Employee will be paid at the ordinary time rate for work on the public holiday.
- 10.19.5 By agreement between the Employer and the majority of Employees at a school or early learning centre, an alternative day may be taken as a public holiday instead of any of the days specified by the National Employment Standards. The agreement will be recorded in writing and made available to every affected Employee. Where substitution is agreed, the substituted day will be the public holiday for all purposes of this Agreement.

PART 11 WAGES AND RELATED MATTERS

11.1 Salary and wages increases

- 11.1.1 This Agreement provides for salary and wage rates, including increases, as detailed in this Part.
- 11.1.2 Unless otherwise specified, increases will be effective from the first full pay period following the date specified for each increase.

11.2 Payment of salary and wages

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

11.3 Transition arrangements

- 11.3.1 For Employees at Cornerstone Christian College and Dunsborough Christian College, who were previously covered by the *Cornerstone Christian College Enterprise Agreement 2021 (AE510121),* the Employer applied an increase of 2.0% to the 1 July 2023 pay rates effective from 6 January 2024. At the commencement of this Agreement these Employees will retain these pay rates until the 1 July 2024 rates are applied.
- 11.3.2 For Employees at Blakes Crossing Christian College, who were entitled to a location loading under the previous Agreement, the Employer applied an increase of 2.0% to the 1 July 2023 pay rates effective from 6 January 2024 and continued to apply the relevant location loading. At the commencement of this Agreement these Employees will retain the existing location loadings until the 1 July 2024 rates are applied.
- 11.3.3 For all other Employees, the Employer increased the 1 July 2023 rates by 2.0% from 6 January 2024. These rates are included in the following reference rate tables.

11.4 Location loadings

11.4.1 The following loadings will be applied to the annual reference rates and casual Teacher daily rates for all Employees based at the following locations:

College	Loading
Seaview Christian College The Lakes Christian College	4.5%
Endeavour Christian College	10%

11.5 Pay rate schedule – Casual Teacher daily rates

11.5.1 Where a casual Teacher is engaged under the provisions of Section 5.7, the following daily rates which are inclusive of leave loading will apply:

1 January 2024	1 July 2024	1 January 2025	1 January 2026	
to	to	to	to	
30 June 2024	31 December 2024	31 December 2025	31 December 2026	
\$475 per day	\$ 503 per day	\$ 521 per day	\$ 539 per day	

11.5.2 The rates listed in Clause 11.5.1 shall apply for engagements occurring between the dates listed.

11.6 Pay rate schedule – Teachers

11.6.1 The following table contains the annual reference rates (full time base rates) for all teaching staff including Teachers employed in ECEC services as defined in Clause 5.1.2. These rates are inclusive of annual leave loading¹⁶.

Pay Grade	1 January 2024	1 July 2024	1 January 2025	1 July 2025	1 January 2026	1 July 2026
Graduate 1	\$ 79,545	\$ 84,318	\$ 85,794	\$ 87,296	\$ 88,824	\$ 90,379
Graduate 2	\$ 81,887	\$ 86,801	\$ 88,321	\$ 89,867	\$ 91,440	\$ 93,041
Graduate 3	\$ 85,365	\$ 90,487	\$ 92,071	\$ 93,683	\$ 95,323	\$ 96,992
Graduate 4	\$ 89,246	\$ 94,601	\$ 96,257	\$ 97,942	\$ 99,656	\$ 101,400
Proficient 1	\$ 93,125	\$ 98,713	\$ 100,441	\$ 102,199	\$ 103,988	\$ 105,808
Proficient 2	\$ 97,007	\$ 102,828	\$ 104,628	\$ 106,459	\$ 108,323	\$ 110,219
Proficient 3	\$ 100,884	\$ 106,938	\$ 108,810	\$ 110,715	\$ 112,653	\$ 114,625
Proficient 4	\$ 104,764	\$ 111,050	\$ 112,994	\$ 114,972	\$ 116,985	\$ 119,033
Proficient 5	\$ 109,182	\$ 115,733	\$ 117,759	\$ 119,820	\$ 121,917	\$ 124,051
Proficient 6	\$ 114,198	\$ 121,050	\$ 123,169	\$ 125,325	\$ 127,519	\$ 129,751
Highly Accomplished	\$ 117,051	\$ 124,075	\$ 126,247	\$ 128,457	\$ 130,705	\$ 132,993
Lead Teacher	\$ 120,479	\$ 127,708	\$ 129,943	\$ 132,218	\$ 134,532	\$ 136,887

11.6.2 The fortnightly rates, determined by dividing the rates listed at Clause 11.6.1 by 26.089, are as follows:

Pay Grade	1 January 2024	1 July 2024	1 January 2025	1 July 2025	1 January 2026	1 July 2026
Graduate 1	\$ 3,048.99	\$ 3,231.94	\$ 3,288.51	\$ 3,346.08	\$ 3,404.65	\$ 3,464.26
Graduate 2	\$ 3,138.76	\$ 3,327.11	\$ 3,385.37	\$ 3,444.63	\$ 3,504.93	\$ 3,566.29
Graduate 3	\$ 3,272.07	\$ 3,468.40	\$ 3,529.11	\$ 3,590.90	\$ 3,653.76	\$ 3,717.74
Graduate 4	\$ 3,420.83	\$ 3,626.09	\$ 3,689.56	\$ 3,754.15	\$ 3,819.85	\$ 3,886.70
Proficient 1	\$ 3,569.51	\$ 3,783.70	\$ 3,849.94	\$ 3,917.32	\$ 3,985.89	\$ 4,055.66
Proficient 2	\$ 3,718.31	\$ 3,941.43	\$ 4,010.43	\$ 4,080.61	\$ 4,152.06	\$ 4,224.73
Proficient 3	\$ 3,866.92	\$ 4,098.97	\$ 4,170.72	\$ 4,243.74	\$ 4,318.03	\$ 4,393.61
Proficient 4	\$ 4,015.64	\$ 4,256.58	\$ 4,331.10	\$ 4,406.91	\$ 4,484.07	\$ 4,562.57
Proficient 5	\$ 4,184.98	\$ 4,436.08	\$ 4,513.74	\$ 4,592.74	\$ 4,673.12	\$ 4,754.92
Proficient 6	\$ 4,377.25	\$ 4,639.89	\$ 4,721.11	\$ 4,803.75	\$ 4,887.85	\$ 4,973.40
Highly Accomplished	\$ 4,486.60	\$ 4,755.84	\$ 4,839.09	\$ 4,923.80	\$ 5,009.97	\$ 5,097.67
Lead Teacher	\$ 4,618.00	\$ 4,895.09	\$ 4,980.76	\$ 5,067.96	\$ 5,156.66	\$ 5,246.92

11.6.3 As per Clause 6.4.1, in certain circumstances a Teacher employed in an ECEC Service may be entitled to receive an additional 4% loading on the otherwise applicable base rates.

¹⁶ Annual leave loading is equivalent to 1.342% of the annual rate exclusive of leave loading. The annual reference rate exclusive of leave loading can be calculated by dividing the inclusive rate by 1.01342.

11.7 Pay rate schedule – General Staff

11.7.1 The following table contains the annual reference rates (full time base rates) for all General Staff as defined in Clause 7.1.1 other than VET Staff. These rates are inclusive of annual leave loading¹⁷.

Pay Grade	1 January 2024	1 July 2024	1 January 2025	1 July 2025	1 January 2026	1 July 2026
General 1.1	\$ 54,537	\$ 57,810	\$ 58,822	\$ 59,852	\$ 60,900	\$ 61,966
General 1.2	\$ 55,544	\$ 58,877	\$ 59,908	\$ 60,957	\$ 62,024	\$ 63,110
General 1.3	\$ 56,544	\$ 59,937	\$ 60,986	\$ 62,054	\$ 63,140	\$ 64,245
General 2.1	\$ 58,544	\$ 62,057	\$ 63,143	\$ 64,249	\$ 65,374	\$ 66,519
General 2.2	\$ 59,921	\$ 63,517	\$ 64,629	\$ 65,761	\$ 66,912	\$ 68,083
General 3.1	\$ 60,782	\$ 64,429	\$ 65,557	\$ 66,705	\$ 67,873	\$ 69,061
General 3.2	\$ 65,776	\$ 69,723	\$ 70,944	\$ 72,186	\$ 73,450	\$ 74,736
General 4.1	\$ 66,547	\$ 70,540	\$ 71,775	\$ 73,032	\$ 74,311	\$ 75,612
General 4.2	\$ 69,547	\$ 73,720	\$ 75,011	\$ 76,324	\$ 77,660	\$ 79,020
General 5.1	\$ 71,542	\$ 75,835	\$ 77,163	\$ 78,514	\$ 79,888	\$ 81,287
General 5.2	\$ 73,043	\$ 77,426	\$ 78,781	\$ 80,160	\$ 81,563	\$ 82,991
General 6.1	\$ 80,160	\$ 84,970	\$ 86,457	\$ 87,970	\$ 89,510	\$ 91,077
General 6.2	\$ 87,422	\$ 92,668	\$ 94,290	\$ 95,941	\$ 97,620	\$ 99,329
General 7.1	\$ 91,732	\$ 97,236	\$ 98,938	\$ 100,670	\$ 102,432	\$ 104,225
General 7.2	\$ 94,540	\$ 100,213	\$ 101,967	\$ 103,752	\$ 105,568	\$ 107,416
General 7.3	\$ 95,941	\$ 101,698	\$ 103,478	\$ 105,289	\$ 107,132	\$ 109,007
General 8.1	\$ 97,784	\$ 103,652	\$ 105,466	\$ 107,312	\$ 109,190	\$ 111,101
General 9.1	\$ 102,114	\$ 108,241	\$ 110,136	\$ 112,064	\$ 114,026	\$ 116,022
General 10.1	\$ 107,209	\$ 113,642	\$ 115,631	\$ 117,655	\$ 119,714	\$ 121,809

11.7.2 The fortnightly rates, determined by dividing the rates listed at Clause 11.7.1 by 26.089, are as follows:

Pay Grade	1 January 2024	1 July 2024	1 January 2025	1 July 2025	1 January 2026	1 July 2026
General 1.1	\$ 2,090.42	\$ 2,215.88	\$ 2,254.67	\$ 2,294.15	\$ 2,334.32	\$ 2,375.18
General 1.2	\$ 2,129.02	\$ 2,256.77	\$ 2,296.29	\$ 2,336.50	\$ 2,377.40	\$ 2,419.03
General 1.3	\$ 2,167.35	\$ 2,297.41	\$ 2,337.61	\$ 2,378.55	\$ 2,420.18	\$ 2,462.53
General 2.1	\$ 2,244.01	\$ 2,378.67	\$ 2,420.29	\$ 2,462.69	\$ 2,505.81	\$ 2,549.70
General 2.2	\$ 2,296.79	\$ 2,434.63	\$ 2,477.25	\$ 2,520.64	\$ 2,564.76	\$ 2,609.64
General 3.1	\$ 2,329.79	\$ 2,469.58	\$ 2,512.82	\$ 2,556.82	\$ 2,601.59	\$ 2,647.13
General 3.2	\$ 2,521.22	\$ 2,672.51	\$ 2,719.31	\$ 2,766.91	\$ 2,815.36	\$ 2,864.66
General 4.1	\$ 2,550.77	\$ 2,703.82	\$ 2,751.16	\$ 2,799.34	\$ 2,848.37	\$ 2,898.23
General 4.2	\$ 2,665.76	\$ 2,825.71	\$ 2,875.20	\$ 2,925.52	\$ 2,976.73	\$ 3,028.86
General 5.1	\$ 2,742.23	\$ 2,906.78	\$ 2,957.68	\$ 3,009.47	\$ 3,062.13	\$ 3,115.76
General 5.2	\$ 2,799.76	\$ 2,967.76	\$ 3,019.70	\$ 3,072.56	\$ 3,126.34	\$ 3,181.07
General 6.1	\$ 3,072.56	\$ 3,256.93	\$ 3,313.93	\$ 3,371.92	\$ 3,430.95	\$ 3,491.01
General 6.2	\$ 3,350.91	\$ 3,552.00	\$ 3,614.17	\$ 3,677.45	\$ 3,741.81	\$ 3,807.31
General 7.1	\$ 3,516.12	\$ 3,727.09	\$ 3,792.33	\$ 3,858.71	\$ 3,926.25	\$ 3,994.98
General 7.2	\$ 3,623.75	\$ 3,841.20	\$ 3,908.43	\$ 3,976.85	\$ 4,046.46	\$ 4,117.29
General 7.3	\$ 3,677.45	\$ 3,898.12	\$ 3,966.35	\$ 4,035.76	\$ 4,106.40	\$ 4,178.27
General 8.1	\$ 3,748.09	\$ 3,973.02	\$ 4,042.55	\$ 4,113.30	\$ 4,185.29	\$ 4,258.54
General 9.1	\$ 3,914.06	\$ 4,148.91	\$ 4,221.55	\$ 4,295.45	\$ 4,370.65	\$ 4,447.16
General 10.1	\$ 4,109.36	\$ 4,355.94	\$ 4,432.17	\$ 4,509.76	\$ 4,588.68	\$ 4,668.98

¹⁷ Annual leave loading is equivalent to 1.342% of the annual rate exclusive of leave loading. The annual reference rate exclusive of leave loading can be calculated by dividing the inclusive rate by 1.01342.

11.8 Pay rate schedule – ECEC Educators

11.8.1 The following table contains the annual reference rates (full time base rates) for all ECEC Educators¹⁸ as defined in Clause 8.1.1. These rates are inclusive of annual leave loading¹⁹.

Pay Grade	1 January 2024	1 July 2024	1 January 2025	1 July 2025	1 January 2026	1 July 2026
Educator 1.1	\$ 31,628	\$ 33,526	\$ 34,113	\$ 34,710	\$ 35,318	\$ 35,937
Educator 1.2	\$ 36,898	\$ 39,112	\$ 39,797	\$ 40,494	\$ 41,203	\$ 41,925
Educator 1.3	\$ 42,169	\$ 44,700	\$ 45,483	\$ 46,279	\$ 47,089	\$ 47,914
Educator 2.1	\$ 42,169	\$ 44,700	\$ 45,483	\$ 46,279	\$ 47,089	\$ 47,914
Educator 2.2	\$ 47,441	\$ 50,288	\$ 51,169	\$ 52,065	\$ 52,977	\$ 53,905
Educator 2.3	\$ 52,711	\$ 55,874	\$ 56,852	\$ 57,847	\$ 58,860	\$ 59,891
Educator 3.1	\$ 58,215	\$ 61,708	\$ 62,788	\$ 63,887	\$ 65,006	\$ 66,144
Educator 3.2	\$ 60,191	\$ 63,803	\$ 64,920	\$ 66,057	\$ 67,213	\$ 68,390
Educator 4.1	\$ 62,063	\$ 65,787	\$ 66,939	\$ 68,111	\$ 69,303	\$ 70,516
Educator 4.2	\$ 66,873	\$ 70,886	\$ 72,127	\$ 73,390	\$ 74,675	\$ 75,982
Educator 5.1	\$ 68,713	\$ 72,836	\$ 74,111	\$ 75,408	\$ 76,728	\$ 78,071
Educator 5.2	\$ 69,453	\$ 73,621	\$ 74,910	\$ 76,221	\$ 77,555	\$ 78,913
Educator 6.1	\$ 72,589	\$ 76,945	\$ 78,292	\$ 79,663	\$ 81,058	\$ 82,477
Educator 7.1	\$ 82,596	\$ 87,552	\$ 89,085	\$ 90,644	\$ 92,231	\$ 93,846
Educator 7.2	\$ 85,262	\$ 90,378	\$ 91,960	\$ 93,570	\$ 95,208	\$ 96,875
Educator 7.3	\$ 87,963	\$ 93,241	\$ 94,873	\$ 96,534	\$ 98,224	\$ 99,943
Educator 8.1	\$ 92,188	\$ 97,720	\$ 99,431	\$ 101,172	\$ 102,943	\$ 104,745
Educator 9.1	\$ 96,270	\$ 102,047	\$ 103,833	\$ 105,651	\$ 107,500	\$ 109,382
Educator 10.1	\$ 101,073	\$ 107,138	\$ 109,013	\$ 110,921	\$ 112,863	\$ 114,839

11.8.2 The fortnightly rate will be determined by dividing the rates listed at Clause 11.8.1 by 26.089 as follows:

Pay Grade	1 January 2024	1 July 2024	1 January 2025	1 July 2025	1 January 2026	1 July 2026
Educator 1.1	\$ 1,212.32	\$ 1,285.07	\$ 1,307.56	\$ 1,330.45	\$ 1,353.75	\$ 1,377.48
Educator 1.2	\$ 1,414.32	\$ 1,499.18	\$ 1,525.43	\$ 1,552.15	\$ 1,579.32	\$ 1,607.00
Educator 1.3	\$ 1,616.36	\$ 1,713.37	\$ 1,743.38	\$ 1,773.89	\$ 1,804.94	\$ 1,836.56
Educator 2.1	\$ 1,616.36	\$ 1,713.37	\$ 1,743.38	\$ 1,773.89	\$ 1,804.94	\$ 1,836.56
Educator 2.2	\$ 1818.43	\$ 1,927.56	\$ 1,961.32	\$ 1,995.67	\$ 2,030.63	\$ 2,066.20
Educator 2.3	\$ 2020.44	\$ 2,141.67	\$ 2,179.16	\$ 2,217.29	\$ 2,256.12	\$ 2,295.64
Educator 3.1	\$ 2,231.41	\$ 2,365.29	\$ 2,406.68	\$ 2,448.81	\$ 2,491.70	\$ 2,535.32
Educator 3.2	\$ 2,307.15	\$ 2,445.60	\$ 2,488.41	\$ 2,531.99	\$ 2,576.30	\$ 2,621.41
Educator 4.1	\$ 2,378.90	\$ 2,521.64	\$ 2,565.79	\$ 2,610.72	\$ 2,656.41	\$ 2,702.90
Educator 4.2	\$ 2,563.27	\$ 2,717.09	\$ 2,764.65	\$ 2,813.06	\$ 2,862.32	\$ 2,912.42
Educator 5.1	\$ 2,633.80	\$ 2,791.83	\$ 2,840.70	\$ 2,890.41	\$ 2,941.01	\$ 2,992.49
Educator 5.2	\$ 2,662.16	\$ 2,821.92	\$ 2,871.33	\$ 2,921.58	\$ 2,972.71	\$ 3,024.76
Educator 6.1	\$ 2,782.37	\$ 2,949.33	\$ 3,000.96	\$ 3,053.51	\$ 3,106.98	\$ 3,161.37
Educator 7.1	\$ 3,165.94	\$ 3,355.90	\$ 3,414.66	\$ 3,474.41	\$ 3,535.24	\$ 3,597.15
Educator 7.2	\$ 3,268.13	\$ 3,464.22	\$ 3,524.86	\$ 3,586.57	\$ 3,649.35	\$ 3,713.25
Educator 7.3	\$ 3,371.66	\$ 3,573.96	\$ 3,636.51	\$ 3,700.18	\$ 3,764.96	\$ 3,830.85
Educator 8.1	\$ 3,533.60	\$ 3,745.64	\$ 3,811.22	\$ 3,877.96	\$ 3,945.84	\$ 4,014.91
Educator 9.1	\$ 3,690.07	\$ 3,911.50	\$ 3,979.95	\$ 4,049.64	\$ 4,120.51	\$ 4,192.65
Educator 10.1	\$ 3,874.17	\$ 4,106.64	\$ 4,178.50	\$ 4,251.64	\$ 4,326.08	\$ 4,401.82

¹⁸ Classifications for ECEC Educators must be read in conjunction with the transition arrangements listed in Section 8.24.

¹⁹ Annual leave loading is equivalent to 1.342% of the annual rate exclusive of leave loading. The annual reference rate exclusive of leave loading can be calculated by dividing the inclusive rate by 1.01342.

11.9 Pay rate schedule – VET Staff

11.9.1 The following table contains the annual reference rates for VET Staff²⁰ as defined in Section 9.1. These rates are inclusive of annual leave loading²¹.

Pay Grade	1 January 2024	1 July 2024	1 January 2025	1 July 2025	1 January 2026	1 July 2026
VET 1.1	\$66,547	\$70,540	\$71,775	\$73,032	\$74,311	\$75,612
VET 1.2	\$69,547	\$73,720	\$75,011	\$76,324	\$77,660	\$79,020
VET 2.1	\$71,542	\$75,835	\$77,163	\$78,514	\$79,888	\$81,287
VET 2.2	\$ 73,043	\$ 77,426	\$78,781	\$80,160	\$81,563	\$82,991
VET 2.3	\$ 80,160	\$ 84,970	\$86,457	\$87,970	\$89,510	\$91,077
VET 2.4	\$ 87,422	\$ 92,668	\$94,290	\$95,941	\$97,620	\$99,329
VET 2.5	\$ 91,732	\$ 97,236	\$98,938	\$100,670	\$102,432	\$104,225
VET 2.6	\$ 94,540	\$ 100,213	\$101,967	\$103,752	\$105,568	\$107,416
VET 2.7	\$ 95,941	\$ 101,698	\$103,478	\$105,289	\$107,132	\$109,007
VET 2.8	\$ 97,784	\$ 103,652	\$105,466	\$107,312	\$109,190	\$111,101
VET 3.1	\$ 102,114	\$ 108,241	\$110,136	\$112,064	\$114,026	\$116,022
VET 3.2	\$ 107,209	\$ 113,642	\$115,631	\$117,655	\$119,714	\$121,809

11.9.2 The fortnightly rate will be determined by dividing the rates listed at Clause 11.9.1 by 26.089 as follows:

Pay Grade	1 January 2024	1 July 2024	1 January 2025	1 July 2025	1 January 2026	1 July 2026
VET 1.1	\$ 2,550.77	\$ 2,703.82	\$2,751.16	\$2,799.34	\$2,848.37	\$2,898.23
VET 1.2	\$ 2,665.76	\$ 2,825.71	\$2,875.20	\$2,925.52	\$2,976.73	\$3,028.86
VET 2.1	\$ 2,742.23	\$ 2,906.78	\$2,957.68	\$3,009.47	\$3,062.13	\$3,115.76
VET 2.2	\$ 2,799.76	\$ 2,967.76	\$3,019.70	\$3,072.56	\$3,126.34	\$3,181.07
VET 2.3	\$ 3,072.56	\$ 3,256.93	\$3,313.93	\$3,371.92	\$3,430.95	\$3,491.01
VET 2.4	\$ 3,350.91	\$ 3,552.00	\$3,614.17	\$3,677.45	\$3,741.81	\$3,807.31
VET 2.5	\$ 3,516.12	\$ 3,727.09	\$3,792.33	\$3,858.71	\$3,926.25	\$3,994.98
VET 2.6	\$ 3,623.75	\$ 3,841.20	\$3,908.43	\$3,976.85	\$4,046.46	\$4,117.29
VET 2.7	\$ 3,677.45	\$ 3,898.12	\$3,966.35	\$4,035.76	\$4,106.40	\$4,178.27
VET 2.8	\$ 3,748.09	\$ 3,973.02	\$4,042.55	\$4,113.30	\$4,185.29	\$4,258.54
VET 3.1	\$ 3,914.06	\$ 4,148.91	\$4,221.55	\$4,295.45	\$4,370.65	\$4,447.16
VET 3.2	\$ 4,109.36	\$ 4,355.94	\$4,432.17	\$4,509.76	\$4,588.68	\$4,668.98

²⁰ Classifications for VET Employees must be read in conjunction with the transition arrangements listed in Section 9.9.

²¹ Annual leave loading is equivalent to 1.342% of the annual rate exclusive of leave loading. The annual reference rate exclusive of leave loading can be calculated by dividing the inclusive rate by 1.01342.

11.10 Superannuation

- 11.10.1 The NES and 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), deal with the superannuation rights and obligations of employees and employees. The provisions in this section supplement those in superannuation legislation and the NES
- 11.10.2 In addition to the rates of pay prescribed by this Agreement, the Employer shall make an Employer superannuation contribution on behalf of each Employee at the rate prescribed by Superannuation Guarantee Legislation into the Fund nominated by the Employee. The Employer shall pay superannuation contributions at least once each calendar month.
- 11.10.3 The Employer shall make superannuation contributions in accordance with relevant Commonwealth superannuation legislation into the Employee's nominated fund. If the Employee does not choose a fund in accordance with legislation, the Employer will make the contributions into:
 - (a) The Employee's stapled fund as recorded by the Australian Tax Office; or
 - (b) If the Australian Taxation Office does not identify a stapled fund for the Employee, to the Employer's default fund which shall offer an approved MySuper superannuation product.
- 11.10.4 <u>Absences from Work</u>: Contributions shall continue to be paid on behalf of an eligible Employee during any paid absence but will not be paid for any period of unpaid absence.
- 11.10.5 <u>No Other Deductions</u>: No additional amounts shall be paid by the Employer for the establishment, administration, management, or any other charges in connection with the Fund other than the remission of contributions as prescribed herein.
- 11.10.6 <u>Voluntary Employee Contributions</u>: Where an Employee wishes to make voluntary contributions to superannuation (post-tax), the Employee may authorise the Employer to deduct from the Employee's wages an amount specified by the Employee subject to legislation. Additional Employee contributions will be forwarded to the Fund by the Employer at the same time as the Employer's contributions.
- 11.10.7 <u>Salary Sacrifice to Superannuation</u>: An Employee may elect to Salary Sacrifice an amount to superannuation (pretax). Where the Employee so elects the following provisions will apply:
 - (a) The Employer will continue to calculate the contributions required by the Superannuation Guarantee Legislation on the basis of the Employee's ordinary time earnings before the salary sacrifice is deducted.
 - (b) Salary sacrifice contributions will be made during any periods of paid leave and the Employee will continue to receive the rate of pay specified under this Agreement less the salary sacrifice deduction.
 - (c) Calculation of salary for all purposes including leave accruals and other payments due on termination of employment shall be calculated on a rate of pay which includes the salary sacrifice deductions.
 - (d) A salary sacrifice arrangement established under this clause must comply with relevant Australian tax law requirements and may be altered at the Employee's election up to a maximum of twice per year and at no cost to the Employer.

11.11 Salary packaging

- 11.11.1 Salary Packaging may be accessed by the Employees subject to Administrative Guidelines as developed by the Employer and made available to all Employees.
- 11.11.2 Where agreement is reached between the Employer and the Employees, Salary Packaging arrangements may be made between the individual Employee and the Employer.
- 11.11.3 Where such an agreement is reached, the Employee's total salary benefit shall be reduced by an amount equivalent to that agreed between the Employer and Employee plus any relevant tax liability incurred by the Employer.
- 11.11.4 In calculating the total salary benefit the Employer shall include the appropriate salary as per the applicable Part of this Agreement, Leave Loading and Superannuation Guarantee Charge.
- 11.11.5 The Employer reserves the right to outsource the administration of such agreed salary packaging arrangements. Where this occurs, the costs will be borne by the Employee in regard to their own package.
- 11.11.6 The costs of administration of Salary Sacrifice for the purpose of superannuation only, shall be met by the Employer.
- 11.11.7 For the purpose of calculating Employee benefits the following shall apply:
 - (a) the payment of vacation periods and long service leave and other benefits not identified in paragraph (b) of this subclause will be based on the cash component of the salary package; and
 - (b) the payment of superannuation and annual leave loading shall be based on the Employee's wage as prescribed in the applicable Schedule to this Agreement prior to any salary packaging arrangements.

11.12 Overpayments

- 11.12.1 Where an Employee receives payment and/or entitlements to which the Employee was not entitled (including salary, leave, and/or any other amount payable under this Agreement), this effectively represents an overpayment which the Employee will be expected to repay. Employees have a responsibility to regularly review pay advices (or equivalent) and promptly notify the Employer of any potential overpayment.
- 11.12.2 Where an overpayment has occurred, the Employer will:

a) notify the Employee in writing as soon as practicable that the overpayment exists;

b) provide details on why the overpayment occurred and the amount involved; and

c) explain the proposed recovery arrangements.

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

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

12.1 Preamble for Part 12

12.1.1 The Parties agree that to enable the Employer to make appropriately considered appointments to the staff, there needs to be sufficient time from the receipt of a resignation to the date of its effectiveness. Staff on special unpaid leave will meet whatever relevant obligations are set down in the correspondence approving such leave.

12.2 Notice period – Termination by Employee

- 12.2.1 <u>Teachers and VET Staff:</u> It is agreed that all Teachers and VET Staff will give in writing not less than four term weeks of notice of resignation. However, the Parties acknowledge the Employer's preference that Teachers and VET Staff give at least one full term's notice, so as to allow for both their timely replacement and a lessening of the impact of their departure on the classes or subjects they teach.
- 12.2.2 <u>General Staff and ECEC Educators</u>: It is agreed that all General Staff and ECEC Educators will give in writing not less than two weeks' notice of resignation unless otherwise mutually agreed.
- 12.2.3 If an Employee fails to give the notice specified in this section the Employer may withhold from any wages due to the Employee on termination, an amount equivalent to no more than 50% of the wages the Employee would be entitled to for the minimum notice period (calculated with reference to the period of notice required by this clause less any period of notice actually given by the Employee).

12.3 Notice period – Termination by Employer

- 12.3.1 <u>Teachers and VET Staff</u>: It is agreed that the Employer will give an Employee appointed as a Teacher or VET Staff Employee at least four term weeks' notice in writing. The amount of notice is increased by one week if the Employee is over 45 years of age and has completed at least two years of continuous service with the Employer.
- 12.3.2 <u>General Staff and ECEC Educators</u>: It is agreed that the Employer shall give a General Staff or ECEC Educator Employee notice in writing based on the Employee's period of continuous service at the end of the day the notice is given, as follows:
 - (a) Not more than 3 years' service two weeks' notice.
 - (b) More than 3 years but not more than 5 years' service three weeks' notice.
 - (c) More than 5 years' service four weeks' notice.
 - (d) The amount of notice is increased by one week if the Employee is over 45 years of age and has completed at least two years of continuous service with the Employer.

12.4 Redundancy

- 12.4.1 All parties acknowledge the constantly changing environment of education and the possibility for changes in staffing and structures to be required for the best development of the Employer and its programs.
- 12.4.2 Notwithstanding the commitment of the Employer to continuing employment, situations may arise where positions become redundant. The procedures and process to be followed in the case of redundancy are below.
- 12.4.3 At any stage within the context of Section 12.4, an Employee may include or be represented by an organisation or party of their choice.
- 12.4.4 Where an Employer decides that the Employer no longer wishes the job the Employee has been doing to be done by anyone, and this is not due to the ordinary and customary turnover of labour, and that decision may lead to termination of employment, the Employer shall consult the Employee directly affected.
 - (a) The consultation shall take place as soon as it is practicable after the Employer has made a decision, which will invoke the provisions of Clause 12.4.4 and shall cover the reasons for the proposed terminations, measures to avoid or minimise the terminations and/or their adverse effects on the Employees concerned.
 - (b) For the purpose of the consultation the Employer shall, as soon as practicable, provide in writing to the Employees concerned all relevant information about the proposed terminations including the reasons for the proposed terminations, the number and categories of Employees likely to be affected, the number of workers normally employed and the period over which the terminations are likely to be carried out; provided that an Employer shall not be required to disclose confidential information, the disclosure of which would be adverse to the Employer's interests.
- 12.4.5 Where an Employee is transferred to lower paid duties for reasons set out in Clause 12.4.4, the Employee shall be entitled to the same period of notice of transfer as the Employee would have been entitled to if the Employee's employment had been terminated under the standard termination arrangements.
- 12.4.6 If an Employee is transferred to lower paid duties as set out in Clause 12.4.4 the Employer may, at the Employer's option, make payment in lieu thereof of an amount equal to the difference between the former amounts the Employer would have been liable to pay and the new lower amount the Employer is liable to pay the Employee for the number of weeks of notice still owing. The amounts must be calculated on the basis of:

(a) the ordinary working hours to be worked by the Employee; and

- (b) the amounts payable to the Employee for the hours including for example, allowances, loadings, and penalties; and
- (c) any other amounts payable under the Employee's employment contract.
- 12.4.7 Where a decision has been made to terminate an Employee in the circumstances outlined in Clause 12.4.4 the Employee shall be allowed up to one day's time off without loss of pay during each week of notice for the purpose of seeking other employment.
- 12.4.8 If the Employee has been allowed paid leave for more than one day during the notice period for the purpose of seeking other employment, the Employee shall, at the request of the Employer, be required to produce proof of attendance at an interview or the Employee shall not receive payment for the time absent. For this purpose, a statutory declaration will be sufficient.
- 12.4.9 Where a decision has been made to terminate 15 or more Employees in the circumstances outlined in Clause 12.4.4 the Employer shall notify Centrelink as soon as possible giving all relevant information about the proposed terminations, including a written statement of the reasons for the terminations, the number and categories of the Employees likely to be affected, the number of workers normally employed and the period over which the terminations are intended to be carried out.
- 12.4.10 In addition to the period of notice prescribed for ordinary terminations, an Employee whose employment is terminated for reasons set out in Clause 12.4.4 shall be entitled to the following amounts of severance pay:

Period of continuous service	Weeks pay
Less than 1 year	nil
At least 1 year but not more than 2 years	4
At least 2 years but not more than 3 years	6
At least 3 years but not more than 4 years	7
At least 4 years but not more than 5 years	8
At least 5 years but not more than 6 years	10
At least 6 years but not more than 7 years	11
At least 7 years but not more than 8 years	13
At least 8 years but not more than 9 years	14
At least 9 years	16

- 12.4.11 Weeks' Pay means the ordinary time rate of pay for the Employee concerned provided that the calculation of the ordinary time rate of pay excludes: overtime, penalty rates, disability allowances, shift allowances, special rates, fares and travelling time allowances, bonuses, and any other ancillary payments.
- 12.4.12 An Employee whose employment is terminated for reasons set out in Clause 12.4.4 may terminate such employment during the period of notice, and, if so, shall be entitled to the same benefits and payments under this clause had such Employee remained with the Employer until the expiry of such notice: Provided that in such circumstances the Employee shall not be entitled to payment in lieu of notice.
- 12.4.13 Section 12.4 shall not apply:
 - (a) where employment is terminated as a consequence of misconduct on the part of the Employee; or
 - (b) to Employees engaged for a specific period or task(s); or
 - (c) to casual Employees; or
 - (d) to Employees whose employment is terminated as a result of a transfer of employment in accordance with Section 122 of the *Fair Work Act 2009*.

PART 13 SIGNATORIES

13.1 Employer

Signed for and behalf of Christian Community Ministries Ltd -

Cit sidnature Lyndon Joh

Chief Executive Officer

70 Laughlin Street Kingston QLD 4114 In the presence of:

B. aldy.

(witness to sign)

Brendon Alder (print name)

Laughlin St, Kungston Qid 4114-(print address)

13.2 Employees

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

Bralley

(signature)

DIOWNE-LEIGH JUILLARD

(print name) Head of Curriculum, Groves (position, title, office etc.) 70 Laughlin st Kingston QLO, LING

(print address)

13.3 **Employee Representation Organisations (Unions)**

Signed for and behalf of the Independent Education Union of Australia -

there?

(signature)

BRAD HAMES (print name) IEY FEDERAL SECRETARY (position, title, office etc.) 3-5 PHIPPS CLOSE DEAKIN ACT 2600 (print address)

In the presence of:

B. alder.

(witness to sign) Brenda Alder (print name) To Laughlin St, Kungston (print address) Qld 4114

In the presence of:

Allone

(witness to sign) Amandia Prove (print name) 346 TUY BOT ST, SPRING HILL (print address) QLD 4000 (print address)

SCHEDULE A ADMINISTRATION SERVICES CLASSIFICATIONS

For Administration Services roles, the focus of duties and responsibilities is provision of services supporting school operations in the areas of: (a) reception and customer service; (b) general office administration; (c) finance and purchasing, (d) data entry and records management; (e) operational assistance to senior leadership roles; (f) publications, promotions, media and marketing; and (g) management or leadership roles related to these areas.

A.1 Administration Services Level 1

A.1.1 Pay grade and progression:

(a) An appointment to Administration Services Level 1 classification commences at General Staff Pay Grade 1.2 and progresses to Pay Grade 1.3 after 12 months of service.

A.1.2 Indicative position titles:

(a) Receptionist; Administration Officer; Administration Assistant.

A.1.3 Typical responsibilities:

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

A.1.4 Competency, judgement, independence and problem solving:

- (a) Competency involves application of knowledge and skills to a limited range of tasks and roles. There is a specific range of contexts where the choice of actions is clear. The competencies are normally used within established routines, methods and procedures that are predictable. Judgments against established criteria may also be required.
- (b) The employee follows standard procedures in a predefined order. The employee resolves problems where alternatives for the employee are limited and the required action is clear or can be readily referred to a more senior employee.

A.1.5 Level of supervision:

(a) Close supervision or, in the case of more experienced Employees working alone with routine supervision.

A.1.6 Training level or qualifications:

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

A.2 Administration Services Level 2

A.2.1 Pay grade and progression:

(a) An appointment to Administration Services Level 2 classification commences at General Staff Pay Grade 2.1 and progresses to Pay Grade 2.2 after 12 months of service.

A.2.2 Indicative position titles:

(a) Administration Officer; Administration Assistant; Administration Support; Student Services Support Officer; Receptionist.

A.2.3 Typical responsibilities:

- (a) Performing duties involving the inward and outward movement of mail, keeping, copying, maintaining, and retrieving records, straightforward data entry and retrieval.
- (b) Basic administrative tasks including organising appointments and schedules.
- (c) Handling Administrative requests from more senior staff.
- (d) Provide general support to staff, parents and students upon request.

A.2.4 Competency, judgement, independence and problem solving:

- (a) Competency at this level involves application of knowledge and skills to a range of tasks and roles. There is a defined range of contexts where the choice of actions required is clear. There is limited complexity of choice of actions required. On occasion, more complex tasks may be performed.
- (b) 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.
- (c) An employee at this level will be expected to perform a combination of various routine tasks where the daily work routine will allow the latitude to rearrange some work sequences, provided the prearranged work priorities are achieved.

A.2.5 Level of supervision:

- (a) Routine supervision of straightforward tasks; close supervision of more complex tasks.
- (b) Where Employees are working alone, less direct guidance and some autonomy may be involved.

A.2.6 Training level or qualifications:

- (a) A skill level which assumes and requires knowledge, training or experience relevant to the duties to be performed.
- (b) Completion of Year 12 without work experience.
- (c) Completion of Certificates I or II with work related experience.
- (d) An equivalent combination of experience and training.

A.3 Administration Services Level 3

A.3.1 Pay grade and progression:

(a) An appointment to Administration Services Level 3 classification commences at General Staff Pay Grade 3.1 and progresses to Pay Grade 3.2 after 12 months of service.

A.3.2 Indicative position titles:

(a) Administration Officer; Administration Assistant; Administration Support; Data Officer; Receptionist; Student Services Officer; Customer Service Officer; Enrolments Officer; Safety Advisor; Tuckshop Coordinator; Hub Support Worker; Events Assistant; WHS Officer.

A.3.3 Typical responsibilities:

- (a) Undertaking a wide range of secretarial and clerical duties at an advanced level, including typing, word processing, maintaining email and computerised records and shorthand.
- (b) Managing enquiries from students, parents, staff members and the general public.
- (c) Entering financial data and preparing financial and management reports for review and authorisation.
- (d) Preparing and processing payroll within routines, methods and procedures
- (e) Undertaking financial tasks such as bank and ledger reconciliations.
- (f) Assisting with preparation of internal and external information publications.
- (g) Providing administrative support to senior management, including arranging appointments, diaries and preparing both confidential and general correspondence.
- (h) Preparing government and statutory authority returns for authorisation.

A.3.4 Competency, judgement, independence and problem solving:

- (a) Competency at this level involves application of knowledge with depth in some areas and a broad range of skills. There are a range of roles and tasks in a variety of contexts.
- (b) Competencies are normally used within routines, methods and procedures. There is some complexity in the extent and choice of actions required.
- (c) Some discretion and judgment is involved in the selection of equipment, work organisation, services, actions and achieving outcomes within time constraints. Exercise judgment on work methods and task sequence within specified timelines and standard practices and procedures.
- (d) Answers are usually found by selecting from specific choices defined in standard work policies or procedures.

A.3.5 Level of supervision:

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

A.3.6 Training level or qualifications:

- (a) Completion of a Certificate III.
- (b) Completion of Year 12 or a Certificate II, with relevant work experience.
- (c) An equivalent combination or relevant experience and/or education/training.

A.4 Administration Services Level 4

A.4.1 Pay grade and progression:

(a) An appointment to Administration Services Level 4 classification commences at General Staff Pay Grade 4.1 and progresses to Pay Grade 4.2 after 12 months of service.

A.4.2 Indicative position titles:

(a) Assistant to the Principal; Administration Supervisor; Administration Officer; Receptionist; Registrar; Inclusive Education Coordinator; Student Services Officer; Safety Compliance Officer; Events Coordinator; Community Hub Support Officer; Purchasing Officer; Fees Advisor.

A.4.3 Typical responsibilities:

- (a) Responsibility for the smooth and efficient financial administration of a small school.
- (b) Responsibility for both secretarial and financial administration of a school office in a small school.
- (c) Responsibility for general Administration Services (Large School).
- (d) Using computer software packages, including desktop publishing, database and/or web software, at an advanced level.
- (e) Planning and setting up spreadsheets and database applications.
- (f) Initiating and handling correspondence, which may include confidential correspondence.
- (g) Calculating and maintaining wage and salary records for a large payroll utilising a variety of routines, methods, and procedures.
- (h) Applying inventory and purchasing control procedures.
- (i) Preparing monthly summaries of debtors and creditors ledger transactions with reconciliations.
- (j) Controlling the purchasing and storage for a discrete function.
- (k) Supervising and maintaining hardware and software components of a computer network, with appropriate support for users.
- (I) Preparing complex financial and administrative systems.
- (m) Undertaking responsibility for the co-ordination and ongoing management of fundraising activities or special projects where an advanced level of clerical and administrative skill is required.

A.4.4 Competency, judgement, independence and problem solving:

- (a) Competency at this level involves the application of knowledge with depth in some areas and a broad range of skills. There is a wide variety of tasks and roles in a variety of contexts. There is complexity in the ranges and choice of actions required. Some tasks may require limited creative, planning or design functions.
- (b) Competencies are normally used within a variety of routines, methods and procedures. Discretion and judgment are required for self and/or others in planning, selection of equipment, work organisation, services, actions and achieving outcomes within time constraints.
- (c) Independent judgment is required to identify, select and apply the most appropriate available guidelines and procedures, interpret precedents and adapt standard methods or practices to meet variations in facts and/or conditions.
- (d) The employee may apply extensive diagnostic skills, theoretical knowledge and techniques to a range of procedures and tasks, proficiency in the work area's rules and regulations, procedures requiring expertise in a specialist area or broad knowledge of a range of personnel and functions.

A.4.5 Level of supervision:

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

A.4.6 Training level or qualifications:

- (a) Completion of a diploma level qualification with relevant work-related experience.
- (b) Completion of a Certificate IV with relevant work experience.
- (c) Completion of a Certificate III with extensive relevant work experience.
- (d) An equivalent combination of relevant experience and/or education/training.

A.5 Administration Services Level 5

A.5.1 Pay grade and progression:

(a) An appointment to Administration Services Level 5 classification commences at General Staff Pay Grade 5.1 and progresses to Pay Grade 5.2 after 12 months of service.

A.5.2 Indicative position titles:

(a) Administration / Office Manager; Administration Supervisor; Community Hub Coordinator; Accounts Payable and Receivable; Human Resources Officer, Human Resources Coordinator; Senior Registrar; Finance Officer; Performing Arts Academy Coordinator; Pathways Coordinator, Responsible Thinking Classroom Administrator; Fees Advisor; Marketing, Communications and Media Coordinator; Functions Coordinator.

A.5.3 Typical responsibilities:

- (a) Applying theoretical knowledge, at degree level, in a straightforward way, in professional positions.
- (b) Providing designated support to senior management and associated committees concerning designated aspects of school management.
- (c) Overseeing the operations of the school's office and other administrative activities.
- (d) Ensuring deadlines and targets are met.
- (e) Performing a range of management and administration tasks and monitor work priorities to ensure delivery of an efficient and effective service.
- (f) Preparing the accounts of the school to operating statement stage and assisting in the formulating of period and year end entries.
- (g) Performing information technology tasks requiring professional qualifications involving analysis, design or computation and drawing upon advanced techniques and methods.

A.5.4 Competency, judgement, independence and problem solving:

- (a) Competency at this level involves self-directed application of knowledge with substantial depth in some areas. A range of technical and other skills are applied to roles and functions in both varied and highly specific contexts.
- (b) Competencies are normally used independently and both routinely and non-routinely. Discretion and judgment are required in planning and selecting appropriate equipment, service techniques and work organisation for self and/or others.
- (c) Problem solving involves the identification and analysis of diverse problems. Solve problems through the standard application of theoretical principles and techniques at degree level. Apply standard technical training and experience to solve problems. Apply expertise to the making of decisions.

A.5.5 Level of supervision:

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

A.5.6 Training level or qualifications:

- (a) Completion of a degree without subsequent relevant work experience.
- (b) Completion of an advanced diploma qualification and at least one year's subsequent relevant work experience.
- (c) Completion of a diploma qualification and at least 2 years' subsequent relevant work experience.
- (d) Completion of a Certificate IV and extensive relevant work experience.
- (e) An equivalent combination of relevant experience and/or education/training.

A.6 Administration Services Level 6

A.6.1 Pay grade and progression:

(a) An appointment to Administration Services Level 6 classification commences at General Staff Pay Grade 6.1 and progresses to Pay Grade 6.2 after 12 months of service.

A.6.2 Indicative position titles:

(a) Assistant to Executive Principal; Administration Manager (Medium School); Senior Pathways Support Officer; Safety Advisor; Retail Manager; Community Services Manager; Communications and Marketing Coordinator; Department Manager or indicative Department Manager role.

A.6.3 Typical responsibilities:

- (a) Operating and being responsible for a structurally and/or operationally defined section.
- (b) Providing professional advice to students and Employees on the Employee's area of expertise.
- (c) Responsibility for professional development of other Employees.
- (d) Contributing to operational and strategic planning in the area of responsibility.

A.6.4 Competency, judgement, independence and problem solving:

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

A.6.5 Level of supervision:

- (a) In some positions, general direction is appropriate. In other positions, broad direction would apply.
- (b) May have extensive supervisory and line management responsibility for General Staff.
- (c) Supervision is present to review established objectives.

A.6.6 Training level or qualifications:

- (a) Degree with subsequent relevant experience.
- (b) An extensive experience and specialist expertise or broad knowledge.
- (c) Equivalent combination of relevant experience and or education and training.

A.7 Administration Services Level 7

A.7.1 Pay grade and progression:

(a) An appointment to Administration Services Level 7 classification commences at General Staff Pay Grade 7.1 and progresses to Pay Grade 7.2 after 12 months of service with progression to Pay Grade 7.3 after 12 months of service at Pay Grade 7.2.

A.7.2 Indicative position titles:

(a) Administration Manager (Medium School); Human Resources Manager; Accounts Manager.

A.7.3 Typical responsibilities:

- (a) Preparing advice, reports, proposals or submissions, using a high level of expertise, for the senior executives of the school and/or outside bodies.
- (b) Providing financial advice to the Principal or Management.
- (c) Managing the school's financial system.
- (d) Performing information technology tasks requiring professional qualifications involving analysis, design or computation and drawing upon advanced techniques and methods at an advanced level.

A.7.4 Competency, judgement, independence and problem solving:

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

A.7.5 Level of supervision:

- (a) Broad direction.
- (b) May manage other Employees including General Staff.

A.7.6 Training level or qualifications:

- (a) Degree with at least four years relevant experience.
- (b) Extensive management expertise and experience.
- (c) Equivalent combination in education and or training.

A.8 Administration Services Level 8

A.8.1 Pay grade and progression:

(a) An appointment to Administration Services Level 8 commences at General Staff Pay Grade 8.1; there is no provision for progression.

A.8.2 Indicative position titles:

(a) Administration Manager (Large School)

A.8.3 Typical responsibilities:

- (a) Managing a large functional unit with a diverse or complex set of functions and significant resources in a large school.
- (b) Contributing, developing, and implementing key policy initiatives.
- (c) Managing budget outcomes for administrative and operational activities.
- (d) Coordinating the delivery of a range of administrative support services.
- (e) Provision of a range of services and or undertakes the analysis of complex problems while recommending and may implementing solutions.

A.8.4 Competency, judgement, independence and problem solving:

- (a) Competency at this level is likely to require the development of new ways of using a specific body of knowledge which applies to work assignments or may involve the integration of other specific bodies of knowledge.
- (b) Responsible for program development and implementation.
- (c) 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.

A.8.5 Level of supervision:

- (a) Broad direction, working with a degree of autonomy.
- (b) May have management responsibility for a functional area and/or manage other Employees including.

A.8.6 Training level or qualifications:

- (a) Postgraduate qualifications or progress towards postgraduate qualifications and extensive relevant experience.
- (b) Extensive management experience.
- (c) An equivalent combination of relevant experience, education, and training.

A.9 Administration Services Level 9

A.9.1 Pay grade and progression:

(a) An appointment to Administration Services Level 9 commences at General Staff Pay Grade 9.1; there is no provision for progression.

A.9.2 Indicative position titles:

(a) Administration Manager (Large School); Head of Facilities and Operations (Large School).

A.9.3 Typical responsibilities:

- (a) Would contribute, develop, and implement key policy initiatives and manage the budget outcomes for administrative and operational activities.
- (b) Coordinate delivery of a range of support services, negotiate contracts and service agreements, and have responsibility for delivery of client services.
- (c) Responsible for program development and implementation.
- (d) Provide a range of services and/or undertakes the analysis of complex problems and recommend and may implement solutions.
- (e) Management of a major school or organisational initiative, project or targeted strategy.

A.9.4 Competency, judgement, independence and problem solving:

- (a) Responsible for program development and implementation.
- (b) Provide a range of services and/or undertakes the analysis of complex problems, recommends and implements solutions.
- (c) An Employee at this level would normally be a member of a leadership team or an experienced technician who is accountable for the development and delivery of key services that are integral to the effective operation within a school environment.
- (d) Extensive experience and management expertise.
- (e) Performance should be at a level higher than Level 8.

A.9.5 Level of supervision:

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

A.9.6 Training level or qualifications:

- (a) Postgraduate qualifications or progress towards postgraduate qualifications and extensive relevant experience.
- (b) Extensive management experience.
- (c) An equivalent combination of relevant experience, education, and training.

A.10 Administration Services Level 10

A.10.1 Pay grade and progression:

(a) An appointment to Administration Services Level 10 commences at General Staff Pay Grade 10.1; there is no provision for progression.

A.10.2 Indicative position titles:

(a) Administration Manager (Large School); Head of Facilities and Operations

A.10.3 Typical responsibilities:

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

A.10.4 Competency, judgement, independence and problem solving:

- (a) An Employee at this level would perform work at a higher level than an Employee at Level 9.
- (b) The Employee would normally be a member of a senior leadership team who will have primary responsibility for the management of significant areas or functions within the school to support the educational services being provided to students.
- (c) The Employee would contribute to the overall management of the school through involvement in policy formulation and decision making.

A.10.5 Level of supervision:

(a) The Employee will have the authority to make significant decisions relating to the program, budget and staff relating to their area of designated responsibility within the framework of the school's strategic plan, policies and budget.

A.10.6 Training level or qualifications:

- (a) Postgraduate qualifications or progress towards postgraduate qualifications and extensive relevant experience.
- (b) Extensive management experience.
- (c) An equivalent combination of relevant experience, education, and training.

SCHEDULE B BOARDING SERVICES CLASSIFICATIONS

For Boarding Services roles, the focus of duties and responsibilities is provision of services supporting school operations in the areas of: (a) Boarding House supervision; (b) pastoral care and welfare of students; (c) supervising and attending activities and outings of boarding students; (d) recordkeeping, data entry and records management; and (e) assistance with day-to-day operations of the boarding house.

B.1 Boarding Supervision Level 1

B.1.1 Pay grade and progression:

(a) An appointment to Boarding Supervisor Level 1 classification commences at General Staff Pay Grade 2.1 and progresses to Pay Grade 2.2 after 12 months of service.

B.1.2 Indicative position titles:

(a) Boarding House Aide.

B.1.3 Typical responsibilities:

- (a) Performing basic duties to assist the person in charge of the boarding house in the daily routines involving the care of students and general functions of the boarding house.
- (b) Applying domestic and interpersonal skills.

B.1.4 Competency, judgement, independence and problem solving:

- (a) Competency at this level involves application of knowledge and skills to a range of tasks and roles. There is a defined range of contexts where the choice of actions required is clear. There is limited complexity of choice of actions required. On occasion, more complex tasks may be performed.
- (b) 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.
- (c) An employee at this level will be expected to perform a combination of various routine tasks where the daily work routine will allow the latitude to rearrange some work sequences, provided the prearranged work priorities are achieved.

B.1.5 Level of supervision:

- (a) Routine supervision of straightforward tasks; close supervision of more complex tasks.
- (b) Where Employees are working alone, less direct guidance and some autonomy may be involved.

B.1.6 Training level or qualifications:

- (a) A skill level which assumes and requires knowledge, training or experience relevant to the duties to be performed.
- (b) Completion of Year 12 without work experience.
- (c) Completion of Certificates I or II with work related experience.
- (d) An equivalent combination of experience and training.

B.2 Boarding Supervision Level 2

B.2.1 Pay grade and progression:

(a) An appointment to Boarding Supervisor Level 2 classification commences at General Staff Pay Grade 3.1 and progresses to Pay Grade 3.2 after 12 months of service.

B.2.2 Indicative position titles:

(a) Boarding House Assistant; Boarding Assistant.

B.2.3 Typical responsibilities:

- (a) Deputising from time to time for the person in charge of the Boarding House, while undertaking basic duties.
- (b) Performing duties to assist the person in charge of the Boarding House in the daily routines involving the care of students and general functions of the Boarding House.
- (c) Maintaining student records as required.
- (d) Maintaining School and Boarding House rules, regulations, and policies.
- (e) Monitoring the welfare of the students.

B.2.4 Competency, judgement, independence and problem solving:

- (a) Competency at this level involves application of knowledge with depth in some areas and a broad range of skills. There are a range of roles and tasks in a variety of contexts.
- (b) Competencies are normally used within routines, methods and procedures. There is some complexity in the extent and choice of actions required.
- (c) Some discretion and judgment is involved in the selection of equipment, work organisation, services, actions and achieving outcomes within time constraints. Exercise judgment on work methods and task sequence within specified timelines and standard practices and procedures.
- (d) Answers are usually found by selecting from specific choices defined in standard work policies or procedures.

B.2.5 Level of supervision:

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

B.2.6 Training level or qualifications:

- (a) Completion of a Certificate III.
- (b) Completion of Year 12 or a Certificate II, with relevant work experience.
- (c) An equivalent combination or relevant experience and/or education/training.

B.3 Boarding Supervision Level 3

B.3.1 Pay grade and progression:

(a) An appointment to Boarding Supervisor Level 3 classification commences at General Staff Pay Grade 4.1 and progresses to Pay Grade 4.2 after 12 months of service.

B.3.2 Indicative position titles:

(a) Boarding House Assistant; Boarding House Cook.

B.3.3 Typical responsibilities:

- (a) Assisting with the management of the boarding house, with significant responsibility for the welfare of students.
- (b) Maintenance of effective communication with the parents of students and the supervision of other boarding supervision Employees.
- (c) Familiarisation with key pastoral issues and managing these appropriately.

B.3.4 Competency, judgement, independence and problem solving:

- (a) Competency at this level involves the application of knowledge with depth in some areas and a broad range of skills. There is a wide variety of tasks and roles in a variety of contexts. There is complexity in the ranges and choice of actions required. Some tasks may require limited creative, planning or design functions.
- (b) Competencies are normally used within a variety of routines, methods and procedures. Discretion and judgment are required for self and/or others in planning, selection of equipment, work organisation, services, actions and achieving outcomes within time constraints.
- (c) Independent judgment is required to identify, select and apply the most appropriate available guidelines and procedures, interpret precedents and adapt standard methods or practices to meet variations in facts and/or conditions.
- (d) The employee may apply extensive diagnostic skills, theoretical knowledge and techniques to a range of procedures and tasks, proficiency in the work area's rules and regulations, procedures requiring expertise in a specialist area or broad knowledge of a range of personnel and functions.

B.3.5 Level of supervision:

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

B.3.6 Training level or qualifications:

- (a) Completion of a diploma level qualification with relevant work-related experience.
- (b) Completion of a Certificate IV with relevant work experience.
- (c) Completion of a Certificate III with extensive relevant work experience.
- (d) An equivalent combination of relevant experience and/or education/training.

B.4 Boarding Supervision Level 4

B.4.1 Pay grade and progression:

(a) An appointment to Boarding Supervisor Level 4 classification commences at General Staff Pay Grade 5.1 and progresses to Pay Grade 5.2 after 12 months of service.

B.4.2 Indicative position titles:

(a) Boarding House Supervisor or Coordinator; Head of Boarding.

B.4.3 Typical responsibilities:

- (a) Responsibility to the Principal for the overall supervision and management and personal welfare of all students.
- (b) Responsibility for the administration processes.
- (c) Managing students in the School's Boarding House environment.
- (d) Supervising and attending activities and outings, providing pastoral care and guidance.

B.4.4 Competency, judgement, independence and problem solving:

- (a) Competency at this level involves self-directed application of knowledge with substantial depth in some areas. A range of technical and other skills are applied to roles and functions in both varied and highly specific contexts.
- (b) Competencies are normally used independently and both routinely and non-routinely. Discretion and judgment are required in planning and selecting appropriate equipment, service techniques and work organisation for self and/or others.
- (c) Problem solving involves the identification and analysis of diverse problems. Solve problems through the standard application of theoretical principles and techniques at degree level. Apply standard technical training and experience to solve problems. Apply expertise to the making of decisions.

B.4.5 Level of supervision:

- (a) Routine supervision to general direction, depending on tasks involved and experience.
- (b) May supervise other staff at levels below Level 4.

B.4.6 Training level or qualifications:

- (a) Completion of a degree without subsequent relevant work experience.
- (b) Completion of an advanced diploma qualification and at least one year's subsequent relevant work experience.
- (c) Completion of a diploma qualification and at least 2 years' subsequent relevant work experience.
- (d) Completion of a Certificate IV and extensive relevant work experience.
- (e) An equivalent combination of relevant experience and/or education/training.

SCHEDULE C CLASSROOM SUPPORT SERVICES CLASSIFICATIONS

For Classroom Support roles, the focus of duties and responsibilities is provision of services supporting school operations in the areas of: (a) general assistance to Teachers; (b) assisting students with learning; (c) assisting with the preparation of classroom aides (d) data entry and records management; (e) assisting Teachers with the care of students (f) provide assistance with educational programs; and (g) assisting with evaluation and assessment.

C.1 Classroom Support Level 1

C.1.1 Pay grade and progression:

(a) An appointment to Classroom Support Level 1 classification commences at General Staff Pay Grade 1.3; there is no provision for progression.

C.1.2 Indicative position titles:

(a) Teacher Aide; Learner Aide; Support Aide; Student Support Aide; Trainee Classroom Support Aide.

C.1.3 Typical responsibilities:

- (a) Providing general assistance of a supportive nature to teachers as directed.
- (b) Assisting student learning, either individually or in groups, under the direct supervision of a higher-level general Employee or a teacher.
- (c) Assisting with the collection, preparation and distribution of classroom materials.
- (d) Assisting with clerical duties associated with normal classroom activities, e.g. student records, equipment records, etc.
- (e) Assisting teachers with the care of students on school excursions, sports days and other classroom activities.

C.1.4 Competency, judgement, independence and problem solving:

- (a) Competency involves application of knowledge and skills to a limited range of tasks and roles. There is a specific range of contexts where the choice of actions is clear. The competencies are normally used within established routines, methods and procedures that are predictable. Judgments against established criteria may also be required.
- (b) The employee follows standard procedures in a predefined order. The employee resolves problems where alternatives for the employee are limited and the required action is clear or can be readily referred to a more senior employee.

C.1.5 Level of supervision:

(a) Close supervision or, in the case of more experienced Employees working alone, routine supervision.

C.1.6 Training level or qualifications:

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

C.2 Classroom Support Level 2

C.2.1 Pay grade and progression:

(a) An appointment to Classroom Support Level 2 classification commences at General Staff Pay Grade 2.1 and progresses to Pay Grade 2.2 after 12 months of service.

C.2.2 Indicative position titles:

(a) Teacher Aide; Learner Aide; Education Support Officer; Student Support Assistant; Learning Enrichment Assistant.

C.2.3 Typical responsibilities:

- (a) Providing assistance with educational programs where limited discretion and judgment and/or specific skills are involved.
- (b) Providing assistance to other Employees in the work area.

C.2.4 Competency, judgement, independence and problem solving:

- (a) Competency at this level involves application of knowledge and skills to a range of tasks and roles. There is a defined range of contexts where the choice of actions required is clear. There is limited complexity of choice of actions required. On occasion, more complex tasks may be performed.
- (b) 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.
- (c) An employee at this level will be expected to perform a combination of various routine tasks where the daily work routine will allow the latitude to rearrange some work sequences, provided the prearranged work priorities are achieved.

C.2.5 Level of supervision:

- (a) Routine supervision of straightforward tasks; close supervision of more complex tasks.
- (b) Where Employees are working alone, less direct guidance and some autonomy may be involved.

C.2.6 Training level or qualifications:

- (a) A skill level which assumes and requires knowledge, training or experience relevant to the duties to be performed.
- (b) Completion of Year 12 without work experience.
- (c) Completion of Certificates I or II with work related experience.
- (d) An equivalent combination of experience and training.

C.3 Classroom Support Level 3

C.3.1 Pay grade and progression:

- (a) An appointment to Classroom Support Level 3 classification commences at General Staff Pay Grade 3.1 and progresses to Pay Grade 3.2 after 12 months of service.
- (b) An Employee appointed at Classroom Support Level 2 who obtains a relevant qualification at Certificate III level or higher shall be eligible to progress to Classroom Support Level 3 from the next full pay period after satisfactory evidence of completion is received by the Employer.

C.3.2 Indicative position titles:

(a) Educational Assistant; Teacher Aide; Learner Aide; Teaching Assistant – Preservice Teacher; Program Playgroup Coordinator.

C.3.3 Typical responsibilities:

- (a) Undertaking some responsibility for other Employees in the work area.
- (b) Provides assistance or guidance to other Employees in the work area.
- (c) Liaising between the school, the student and the student's family where some discretion and judgment are involved.
- (d) Assisting student learning, where some discretion and judgment is involved, including evaluation and assessment, under the supervision of a teacher, of the learning needs of students.

C.3.4 Competency, judgement, independence and problem solving:

- (a) Competency at this level involves application of knowledge with depth in some areas and a broad range of skills. There are a range of roles and tasks in a variety of contexts.
- (b) Competencies are normally used within routines, methods and procedures. There is some complexity in the extent and choice of actions required.
- (c) Some discretion and judgment is involved in the selection of equipment, work organisation, services, actions and achieving outcomes within time constraints. Exercise judgment on work methods and task sequence within specified timelines and standard practices and procedures.
- (d) Answers are usually found by selecting from specific choices defined in standard work policies or procedures.

C.3.5 Level of supervision:

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

C.3.6 Training level or qualifications:

- (a) Completion of a Certificate III.
- (b) Completion of Year 12 or a Certificate II, with relevant work experience.
- (c) An equivalent combination or relevant experience and/or education/training.

SCHEDULE D CURRICULUM RESOURCES SERVICES CLASSIFICATIONS

For Classroom Support roles, the focus of duties and responsibilities is provision of services supporting school operations in the areas of: (a) general assistance to Teachers; (b) assisting students with learning; (c) assisting with the preparation of classroom aides (d) data entry and records management; (e) assisting Teachers with the care of students (f) provide assistance with educational programs; and (g) assisting with evaluation and assessment.

D.1 Curriculum Resource Services Level 1

D.1.1 Pay grade and progression:

(a) An appointment to Curriculum Resource Services Level 1 classification commences at General Staff Pay Grade 2.1 and progresses to Pay Grade 2.2 after 12 months of service.

D.1.2 Indicative position titles:

(a) Library Assistant; Laboratory Assistant; Technology Assistant; Home Economics Assistant.

D.1.3 Typical responsibilities:

- (a) Performing a range of basic library transactions, including processing, cataloguing and accessioning books, stocktaking, preparing display materials, using circulation systems, general photocopying and related clerical tasks.
- (b) Maintaining, controlling, operating and demonstrating the use of audio-visual equipment, where there is limited complexity, including assisting with audio and video recording.
- (c) Maintaining booking and repair/replacement systems for equipment.
- (d) Maintaining catalogues of recorded programs in accordance with established routines, methods and procedures.
- (e) Maintaining equipment and materials.
- (f) Caring for fauna and flora.
- (g) Preparing teaching aids under direction.
- (h) Preparing standard solutions and less complex experiments.
- (i) Assisting students and teachers to use the catalogue and/or locate books and resource materials.
- (j) Explaining the function and use of library and library equipment to students.

D.1.4 Competency, judgement, independence and problem solving:

- (a) Competency at this level involves application of knowledge and skills to a range of tasks and roles. There is a defined range of contexts where the choice of actions required is clear. There is limited complexity of choice of actions required. On occasion, more complex tasks may be performed.
- (b) 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.
- (c) An employee at this level will be expected to perform a combination of various routine tasks where the daily work routine will allow the latitude to rearrange some work sequences, provided the prearranged work priorities are achieved.

D.1.5 Level of supervision:

- (a) Routine supervision of straightforward tasks; close supervision of more complex tasks.
- (b) Where Employees are working alone, less direct guidance and some autonomy may be involved.

D.1.6 Training level or qualifications:

- (a) A skill level which assumes and requires knowledge, training or experience relevant to the duties to be performed.
- (b) Completion of Year 12 without work experience.
- (c) Completion of Certificates I or II with work related experience.
- (d) An equivalent combination of experience and training.

D.2 Curriculum Resource Services Level 2

D.2.1 Pay grade and progression:

(a) An appointment to Curriculum Resource Services Level 2 classification commences at General Staff Pay Grade 3.1 and progresses to Pay Grade 3.2 after 12 months of service.

D.2.2 Indicative position titles:

(a) Library Technician; Library / Resources Officer; Laboratory Assistant, Food Technology Aide; Agricultural Assistant.

D.2.3 Typical responsibilities:

- (a) Undertaking some responsibility for other Employees in the work area and providing assistance or guidance to other Employees in the work area.
- (b) Providing technical assistance in the operation of a library, laboratory, or technology centre, where some discretion and judgment are involved.
- (c) Preparing descriptive cataloguing for library materials.
- (d) Supervising the operation of circulation systems.
- (e) Answering reference and information inquiries, other than ready reference.
- (f) Assisting in evaluating and selecting equipment and supplies.
- (g) Providing guidance in the use of information systems.
- (h) Producing resource materials (for example multimedia kits, video and film kits)
- (i) Teaching audio-visual, computer and other technical skills to students and teachers.

D.2.4 Competency, judgement, independence and problem solving:

- (a) Competency at this level involves application of knowledge with depth in some areas and a broad range of skills. There are a range of roles and tasks in a variety of contexts.
- (b) Competencies are normally used within routines, methods and procedures. There is some complexity in the extent and choice of actions required.
- (c) Some discretion and judgment is involved in the selection of equipment, work organisation, services, actions and achieving outcomes within time constraints. Exercise judgment on work methods and task sequence within specified timelines and standard practices and procedures.
- (d) Answers are usually found by selecting from specific choices defined in standard work policies or procedures.

D.2.5 Level of supervision:

- (a) In some positions, routine supervision, moving to general direction with experience. In other positions, general direction.
- (b) When Employees are working alone, they may work semi-autonomously.

D.2.6 Training level or qualifications:

- (a) Completion of a Certificate III.
- (b) Completion of Year 12 or a Certificate II, with relevant work experience.
- (c) An equivalent combination or relevant experience and/or education/training.

D.3 Curriculum Resource Services Level 3

D.3.1 Pay grade and progression:

(a) An appointment to Curriculum Resource Services Level 3 classification commences at General Staff Pay Grade 4.1 and progress to Pay Grade 4.2 after 12 months of service.

D.3.2 Indicative position titles:

(a) Senior Library Technician; Senior Laboratory Technician; Learning Enrichment Officer; Careers Officer; Senior Pathways Officer; Teacher Aide.

D.3.3 Typical responsibilities:

- (a) Demonstrating and instructing students and Employees with respect to the use of complex audio-visual or computer equipment, using a variety of routines, methods, and procedures, with a depth of knowledge in the requisite areas.
- (b) Designing and demonstrating experiments within a variety of routines, methods, and experiences under supervision of teachers where discretion and judgment are required.
- (c) Manage student information and results in consultation with classroom Teacher for tracking and improvement.
- (d) Perform / assist with role marking.
- (e) Maintain updated digital documentation of lesson planning.
- (f) In charge of an identifiable functional unit, which ordinarily will involve the supervision of staff.
- (g) Liaising with teachers on curriculum matters.
- (h) Preparing equipment and materials for experiments.
- (i) Maintaining, calibrating and sterilizing laboratory instruments.
- (j) Providing technical advice to Teachers and Students.
- (k) Preparing slides, solutions, experiments, and demonstrations.
- (I) Provide advice and support in student school to work transition.
- (m) Build connections and relationships to ensure students, staff and families are aware of the diverse opportunities locally in post-school employment, education, and training.
- (n) Collaborate in the development of pathways for student.
- (o) Strengthen connections and relationships to expand and improve careers experience for students.

D.3.4 Competency, judgement, independence and problem solving:

- (a) Competency at this level involves the application of knowledge with depth in some areas and a broad range of skills. There is a wide variety of tasks and roles in a variety of contexts. There is complexity in the ranges and choice of actions required. Some tasks may require limited creative, planning or design functions.
- (b) Competencies are normally used within a variety of routines, methods and procedures. Discretion and judgment are required for self and/or others in planning, selection of equipment, work organisation, services, actions and achieving outcomes within time constraints.
- (c) Independent judgment is required to identify, select and apply the most appropriate available guidelines and procedures, interpret precedents and adapt standard methods or practices to meet variations in facts and/or conditions.
- (d) The employee may apply extensive diagnostic skills, theoretical knowledge and techniques to a range of procedures and tasks, proficiency in the work area's rules and regulations, procedures requiring expertise in a specialist area or broad knowledge of a range of personnel and functions.

D.3.5 Level of supervision:

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

D.3.6 Training level or qualifications:

- (a) Completion of a diploma level qualification with relevant work-related experience.
- (b) Completion of a Certificate IV with relevant work experience.
- (c) Completion of a Certificate III with extensive relevant work experience.
- (d) An equivalent combination of relevant experience and/or education/training.

D.4 Curriculum Resource Services Level 4

D.4.1 Pay grade and progression:

(a) An appointment to Curriculum Resource Services Level 4 classification commences at General Staff Pay Grade 5.1 and progresses to Pay Grade 5.2 after 12 months of service.

D.4.2 Indicative position titles:

(a) Library Services Coordinator; Learning Enrichment Coordinator; Professional Assistant; Senior Careers Advisor, Careers Facilitator; Senior Laboratory Technician.

D.4.3 Typical responsibilities:

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

D.4.4 Competency, judgement, independence and problem solving:

- (a) Competency at this level involves self-directed application of knowledge with substantial depth in some areas. A range of technical and other skills are applied to roles and functions in both varied and highly specific contexts.
- (b) Competencies are normally used independently and both routinely and non-routinely. Discretion and judgment are required in planning and selecting appropriate equipment, service techniques and work organisation for self and/or others.
- (c) Problem solving involves the identification and analysis of diverse problems. Solve problems through the standard application of theoretical principles and techniques at degree level. Apply standard technical training and experience to solve problems. Apply expertise to the making of decisions.

D.4.5 Level of supervision:

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

D.4.6 Training level or qualifications:

- (a) Completion of a degree without subsequent relevant work experience.
- (b) Completion of an advanced diploma qualification and at least one year's subsequent relevant work experience.
- (c) Completion of a diploma qualification and at least 2 years' subsequent relevant work experience.
- (d) Completion of a Certificate IV and extensive relevant work experience.
- (e) An equivalent combination of relevant experience and/or education/training.

SCHEDULE E INFORMATION TECHNOLOGY SERVICES CLASSIFICATIONS

For Information Technology roles, the focus of duties and responsibilities is provision of services supporting school operations in the areas of: (a) maintenance and repair of IT and AV equipment; (b) installation of new equipment and software; (c) assist with networking computers and associated equipment; (d) recordkeeping, data entry and records management; (e) investigate, diagnose and repair or remedy problems or faults in networks, systems and services; and (f) provide technical expertise to plan and implement infrastructure and network changes.

E.1 Information Technology Services Level 1

E.1.1 Pay grade and progression:

(a) An appointment to Information Technology Services Level 1 Classification commences at General Staff Pay Grade 2.1 and progresses to Pay Grade 2.2 after 12 months of service.

E.1.2 Indicative position titles:

(a) IT Support Assistant; Technology Support Assistant; Student Technology Services Assistant; AV Services Assistant; IT Trainee.

E.1.3 Typical responsibilities:

- (a) Carry out regular maintenance and routine repairs of IT equipment; maintain tools and equipment; identify parts to be ordered.
- (b) Assisting with installation of new equipment and software.

E.1.4 Competency, judgement, independence and problem solving:

- (a) Competency at this level involves application of knowledge and skills to a range of tasks and roles. There is a defined range of contexts where the choice of actions required is clear. There is limited complexity of choice of actions required. On occasion, more complex tasks may be performed.
- (b) 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.
- (c) An employee at this level will be expected to perform a combination of various routine tasks where the daily work routine will allow the latitude to rearrange some work sequences, provided the prearranged work priorities are achieved.

E.1.5 Level of supervision:

- (a) Routine supervision of straightforward tasks.
- (b) Close supervision of more complex tasks.

E.1.6 Training level or qualifications:

- (a) A skill level which assumes and requires knowledge, training or experience relevant to the duties to be performed.
- (b) Completion of Year 12 without work experience.
- (c) Completion of Certificates I or II with work related experience.
- (d) An equivalent combination of experience and training.

E.2 Information Technology Services Level 2

E.2.1 Pay grade and progression:

(a) An appointment to Information Technology Services Level 2 classification commences at General Staff Pay Grade 3.1 and progresses to Pay Grade 3.2 after 12 months of Service.

E.2.2 Indicative position titles:

(a) IT Technician; Technology Support Officer; Audio Visual Officer; Help Desk Technician.

E.2.3 Typical responsibilities:

- (a) May have some external contact with customers, suppliers and partners.
- (b) Assist with regular maintenance and routine repairs of IT equipment, co-ordinate device repairs.
- (c) Carry out installation of new equipment and software.
- (d) Assist with networking computers and associated equipment.
- (e) Uses agreed procedures to create and maintain an accurate register of assets.

E.2.4 Competency, judgement, independence and problem solving:

- (a) Competency at this level involves application of knowledge with depth in some areas and a broad range of skills. There are a range of roles and tasks in a variety of contexts.
- (b) Competencies are normally used within routines, methods and procedures. There is some complexity in the extent and choice of actions required.
- (c) Some discretion and judgment is involved in the selection of equipment, work organisation, services, actions and achieving outcomes within time constraints. Exercise judgment on work methods and task sequence within specified timelines and standard practices and procedures.
- (d) Answers are usually found by selecting from specific choices defined in standard work policies or procedures.
- (e) Demonstrates an organised approach to work; identifies opportunities for professional development.
- (f) Collaborates with team and represent users/customer needs.
- (g) Uses limited discretion in determining which issues or enquiries to prioritise.
- (h) Plans own work within short time horizons.

E.2.5 Level of supervision:

- (a) In some positions, routine supervision, moving to general direction with experience. In other positions, general direction.
- (b) When Employees are working alone, they may work semi-autonomously.

E.2.6 Training level or qualifications:

- (a) Completion of a Certificate III.
- (b) Completion of Year 12 or a Certificate II, with relevant work experience.
- (c) An equivalent combination or relevant experience and/or education/training.

E.3 Information Technology Services Level 3

E.3.1 Pay grade and progression:

(a) An appointment to Information Technology Services Level 3 classification commences at General Staff Pay Grade 4.1 and progresses to Pay Grade 4.2 after 12 months of service.

E.3.2 Indicative position titles:

(a) IT Technician; Technology Support Officer; Audio Visual Technician.

E.3.3 Typical responsibilities:

- (a) Provision, configure and maintain infrastructure services and components, monitor their performance and security, and carry out routine system administration tasks.
- (b) Carries out network maintenance tasks and operational configuration of network components. Establish and diagnose network problems/faults.
- (c) Installs or removes hardware and/or software, including handover to the user. Tests installations, corrects problems, and documents results.
- (d) Provides first line investigation and gathers information to enable incident resolution and allocate incidents.
- (e) Applies tools, techniques and processes to create and maintain an accurate asset register.

E.3.4 Competency, judgement, independence and problem solving:

- (a) Competency at this level involves the application of knowledge with depth in some areas and a broad range of skills. There is a wide variety of tasks and roles in a variety of contexts. There is complexity in the ranges and choice of actions required. Some tasks may require limited creative, planning or design functions.
- (b) Competencies are normally used within a variety of routines, methods and procedures. Discretion and judgment are required for self and/or others in planning, selection of equipment, work organisation, services, actions and achieving outcomes within time constraints.
- (c) Independent judgment is required to identify, select and apply the most appropriate available guidelines and procedures, interpret precedents and adapt standard methods or practices to meet variations in facts and/or conditions.
- (d) The employee may apply extensive diagnostic skills, theoretical knowledge and techniques to a range of procedures and tasks, proficiency in the work area's rules and regulations, procedures requiring expertise in a specialist area or broad knowledge of a range of personnel and functions.
- (e) Understands and collaborates on the analysis of user needs and represents this in their work.
- (f) May oversee others or make decisions which impact routine work assigned to individuals or stages of projects.
- (g) Receives specific direction, accepts guidance and has work reviewed and agreed milestones.
- (h) Uses discretion in identifying and responding to complex issues related to own assignments.
- (i) There is a wide variety of tasks and roles in a variety of contexts.
- (j) Demonstrates a systematic approach to work; takes the initiative to develop their own knowledge and skills.

E.3.5 Level of supervision:

- (a) Supervision is generally present to establish general objectives relative to a specific project, to outline the desired outcome and to identify potential resources for assistance.
- (b) Plans and monitors own work (and that of others where applicable) competently within limited deadlines.
- (c) May supervise or co-ordinate others to achieve objectives, including liaison with Employees at higher levels.
- (d) May undertake stand-alone work.

E.3.6 Training level or qualifications:

- (a) Completion of a diploma level qualification with relevant work-related experience.
- (b) Completion of a Certificate IV with relevant work experience.
- (c) Completion of a Certificate III with extensive relevant work experience.
- (d) An equivalent combination of relevant experience and/or education/training.

E.4 Information Technology Services Level 4

E.4.1 Pay grade and progression:

(a) An appointment to Information Technology Services Level 4 classification commences at General Staff Pay Grade 5.1 and progresses to Pay Grade 5.2 after 12 months of service.

E.4.2 Indicative position titles:

(a) IT Technician; Audio Visual Technician; IT Support Technician.

E.4.3 Typical responsibilities:

- (a) May have some responsibility for the work of others and for the allocation of resources.
- (b) Provision, configure and maintain infrastructure services and components, monitor their performance and security, and carry out routine system administration tasks.
- (c) Carries out network maintenance tasks and operational configuration of network components. Establish and diagnose network problems/faults.
- (d) Prioritises and diagnoses incidents. Investigates causes of incidents and seeks resolution. Escalates unresolved incidents.
- (e) Investigates problems in systems and services. Assists with the implementation of agreed remedies and preventative measures.
- (f) Applies tools, techniques and processes to create and maintain an accurate asset register.

E.4.4 Competency, judgement, independence and problem solving:

- (a) Competency at this level involves self-directed application of knowledge with substantial depth in some areas. A range of technical and other skills are applied to roles and functions in both varied and highly specific contexts.
- (b) Competencies are normally used independently and both routinely and non-routinely. Discretion and judgment are required in planning and selecting appropriate equipment, service techniques and work organisation for self and/or others.
- (c) Problem solving involves the identification and analysis of diverse problems. Solve problems through the standard application of theoretical principles and techniques at degree level. Apply standard technical training and experience to solve problems. Apply expertise to the making of decisions.
- (d) Leads on user/customer and group collaboration throughout all stages of work. Ensures users' needs are met consistently through each work stage.
- (e) Builds appropriate and effective business relationships across the organisation and with customers, suppliers and partners.
- (f) Makes decisions which impact the success of assigned work, i.e. results, deadlines and budget.
- (g) Has significant influence over the allocation and management of resources appropriate to given assignments.
- (h) A range of technical and other skills are applied to roles and functions in both varied and highly specific contexts.
- (i) Demonstrates an awareness of risk and an analytical approach to their work.
- (j) Takes the initiative in their own professional development and contributes to the development of others.
- (k) Works under general direction within a clear framework of accountability. Escalates when issues fall outside their framework of accountability.
- (I) Exercises substantial personal responsibility and autonomy. Uses substantial discretion in identifying and responding to complex issues and assignments.

E.4.5 Level of supervision:

- (a) Routine supervision to general direction, depending on tasks involved and experience.
- (b) May supervise other staff at levels below Level 5.
- (c) Plans, schedules and monitors work to meet given objectives and processes to time and quality targets.

E.4.6 Training level or qualifications:

- (a) Completion of a degree without subsequent relevant work experience.
- (b) Completion of an advanced diploma qualification and at least one year's subsequent relevant work experience.
- (c) Completion of a diploma qualification and at least 2 years' subsequent relevant work experience.
- (d) Completion of a Certificate IV and extensive relevant work experience.
- (e) An equivalent combination of relevant experience and/or education/training.

E.5 Information Technology Services Level 5

E.5.1 Pay grade and progression:

(a) An appointment to Information technology Services Level 5 classification commences at General Staff Pay Grade 6.1 and progresses to Pay Grade 6.2 after 12 months of service.

E.5.2 Indicative position titles:

(a) Senior IT Technician; IT Systems Administrator; Senior Audio-Visual Technician; IT Manager.

E.5.3 Typical responsibilities:

- (a) Provide technical expertise to plan and implement infrastructure and network changes; use and develop tools and scripts to provision, test and deploy changed infrastructure.
- (b) Reviews, configures and maintains system software. Ensures correct configuration and patch management.
- (c) Prioritises and diagnoses incidents. Investigates causes of incidents and seeks resolution. Escalates
- unresolved incidents. Collaborates with others to implemented agreed remedies and preventative measures.
- (d) Applies tools, techniques and processes to create and maintain an accurate asset register.

E.5.4 Competency, judgement, independence and problem solving:

- (a) Competency at this level involves the development and application of professional knowledge in a specialised area/s and utilising a broad range of skills. Competencies are normally applied independently and are substantially non-routine.
- (b) Has significant influence over the allocation and management of resources, including budgets, appropriate to given assignments. Undertake planning involving resources use and develop proposals for resource allocation.
- (c) Builds appropriate and effective relationships across the organisation. Facilitates collaboration between stakeholders who have diverse objectives. Ensures users' needs are met consistently through each work stage.
- (d) Competency at this level involves the delivery of professional services within defined accountability levels. Employees may operate individually or as a member of a team. Is responsible for meeting allocated technical and/or group objectives.
- (e) Employees would have the latitude to develop or redefine local procedure and policy so long as other work areas are not affected. Discretion to innovate within their own area of responsibility and take ownership of outcomes.
- (f) Designs, develops and tests complex systems and procedures. Exercises high level diagnostic skills on sophisticated equipment or systems.
- (g) Employees are expected to plan their own professional development and such increased knowledge, relevant to the position held, will be applied to the work situation.
- (h) Perform work assignments guided by policy, precedent, professional standards and managerial or technical expertise.
- (i) Demonstrates leadership in operational management; advises on scope and options for operational improvement. Clearly communicates complex ideas to broad audiences.

E.5.5 Level of supervision:

- (a) In some positions, general direction is appropriate. In other positions, broad direction would apply.
- (b) May have a significant role in the assignment of tasks and/or responsibilities to other staff.
- (c) Supervision is present to review established objectives.

E.5.6 Training level or qualifications:

- (a) Degree with subsequent relevant experience.
- (b) An extensive experience and specialist expertise or broad knowledge.
- (c) Equivalent combination of relevant experience and or education and training.

E.6 Information Technology Services Level 6

E.6.1 Pay grade and progression:

(a) An appointment to Information Technology Services Level 6 classification commences at General Staff Pay Grade 7.1 and progresses to Pay Grade 7.2 after 12 months of service with progression to Pay Grade 7.3 after 12 months of service at Pay Grade 7.2.

E.6.2 Indicative position titles:

(a) Senior IT Administrator; IT Manager.

E.6.3 Typical responsibilities:

- (a) Handles annual budget to ensure cost effective spending. Assist with preparation of departmental reports.
- (b) Liaises with College Management / Executive for effective operation of department. Develops work schedules and task delegation. Review existing processes and seeks improvement to services.
- (c) Provide training to more junior staff. Supervision of staff while completing repairs and installations.
- (d) Applies and maintains specific security controls as required by organisational policy and local risk assessments.
- (e) Leads the delivery of services, ensuring that agreed SLAs are met. Monitors the performance of technology services. Investigates and resolves escalated or high-impact incidents. Facilitates recovery and ensures documentation.
- (f) Reviews system software updates and identifies those meriting action. Maintains system software for required functionality and performance.
- (g) Drafts and maintains procedures and documentation for network support and operation. Investigates, diagnoses, prevents and resolves network problems.
- (h) Controls assets ensuring that administration of full life cycle of assets is carried out.
- (i) Acts as a routine contact point between the organisation and suppliers. Supports resolution of supplierrelated problems or poor performance.
- (j) Demonstrates leadership in operational management; advises on scope and options for operational improvement. Clearly communicates complex ideas to broad audiences.

E.6.4 Competency, judgement, independence and problem solving:

- (a) Influences policy and strategy formation.
- (b) Initiates influential relationships with stakeholders at senior management level.
- (c) Leads on collaboration with a diverse range of stakeholders across competing objectives within the organisation.
- (d) Makes decisions which impact the achievement of organisational objectives and financial performance.
- (e) Has defined authority and accountability for actions and decisions, Exercises initiative in the application of professional practices demonstrating independent discretion and judgment, which may have effect beyond a work area.
- (f) An Employee at this level is expected to carry out a high proportion of tasks involving complex, specialised or professional functions.
- (g) Understands organisational objectives and assigns responsibilities to support them.
- (h) May independently relate existing policy to work assignments or rethink the way a specific body of knowledge is applied in order to solve problems.

E.6.5 Level of supervision:

- (a) Broad direction provided.
- (b) May manage some other Employees including General Staff.

E.6.6 Training level or qualifications:

- (a) Degree with at least four years relevant experience.
- (b) Extensive management expertise and experience.
- (c) Equivalent combination in education and or training.

E.7 Information Technology Services Level 7

E.7.1 Pay grade and progression:

(a) An appointment to Administration Services Level 7 commences at General Staff Pay Grade 8.1; there is no provision for progression.

E.7.2 Indicative position titles:

(a) Senior IT Administrator; IT Manager.

E.7.3 Typical responsibilities:

- (a) Applies and maintains specific security controls as required by organisational policy and local risk assessments.
- (b) Leads the delivery of services, ensuring that agreed SLAs are met. Monitors the performance of technology services.
- (c) Write training programs for more junior staff.
- (d) Provisions and configures system software to facilitate the achievement of service objectives. Resolves potential and actual service problems.
- (e) Drafts and maintains procedures and documentation for network support and operation. Investigates, diagnoses, prevents, and resolves network problems.
- (f) Investigates and resolves escalated or high-impact incidents. Facilitates recovery and ensures documentation.
- (g) Controls assets ensuring that administration of full life cycle of assets is carried out.
- (h) Acts as the routine contact point between the organisation and suppliers. Supports resolution of supplierrelated problems or poor performance.

E.7.4 Competency, judgement, independence and problem solving:

- (a) Competency at this level is likely to require the development of new ways of using a specific body of knowledge which applies to work assignments or may involve the integration of other specific bodies of knowledge.
- (b) Manages complex competing priorities, delegating responsibilities to ensure school needs are met. Participates in discussion between stakeholders with diverse objectives.
- (c) Responsible for program development and implementation.
- (d) Has defined authority and accountability for actions and decisions within a significant area of work, including technical, financial and quality aspects.
- (e) 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.
- (f) Manages and mitigates school risk. Ensures compliance with policy and legislation within their scope of authority.
- (g) Takes the initiative in their own professional development and leads in the development of skills in their area of responsibility.

E.7.5 Level of supervision:

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

E.7.6 Training level or qualifications:

- (a) Postgraduate qualifications or progress towards postgraduate qualifications and extensive relevant experience.
- (b) Extensive management experience.
- (c) An equivalent combination of relevant experience, education, and training.

E.8 Information Technology Services Level 8

E.8.1 Pay grade and progression:

(a) An appointment to Administration Services Level 8 commences at General Staff Pay Grade 9.1; there is no provision for progression.

E.8.2 Indicative position titles:

(a) IT Manager.

E.8.3 Typical responsibilities:

- (a) Would contribute, develop, and implement key policy initiatives and manage the budget outcomes for IT activities. Manage department budget and prepare reports accordingly.
- (b) Management of IT Services staff.
- (c) Applies and maintains specific security controls as required by organisational policy and local risk assessments.
- (d) Manages resources for the delivery of services, ensuring that agreed SLAs are met. Monitors the performance of delivery teams.
- (e) Ensures that service delivery meets agreed service levels. Initiates actions to maintain or improve levels of service. Resolves potential and actual service problems.
- (f) Ensures that action is taken to anticipate, investigate and resolve problems in systems and services. Enables development of problem solutions.
- (g) Controls assets ensuring that administration of full life cycle of assets is carried out.
- (h) Acts as the routine contact point between the organisation and suppliers. Supports resolution of supplierrelated problems or poor performance.

E.8.4 Competency, judgement, independence and problem solving:

- (a) An Employee at this level would normally be a member of a leadership team or an experienced administrator who is accountable for the development and delivery of key services that are integral to the effective operation of a school environment.
- (b) Responsible for program development and implementation.
- (c) Undertakes the analysis of complex problems; recommends and may implement solutions.
- (d) Excellent knowledge of technical management, information analysis and of computer hardware / software systems.
- (e) Management of a major school or organisational initiative, project, or targeted strategy.
- (f) Manages and mitigates school risk. Ensures compliance with policy and legislation within their scope of authority.
- (g) Takes the initiative in their own professional development and leads in the development of skills in their area of responsibility.
- (h) Follows, understands, and communicates industry developments and the role and impact of technology. Identifies opportunities to adopt new technologies and services. Takes leadership in making those opportunities known across the organisation.
- (i) Manages complex competing priorities, delegating responsibilities to ensure school needs are met. Facilitates collaboration between stakeholders with diverse objectives.

E.8.5 Level of supervision:

- (a) Broad direction, working with a significant degree of autonomy.
- (b) May have management responsibility for a functional area and/or manage other Employees including Administrative, Technical and/or Professional Employees.

E.8.6 Training level or qualifications:

- (a) Postgraduate qualifications or progress towards postgraduate qualifications and extensive relevant experience.
- (b) Extensive management experience.
- (c) An equivalent combination of relevant experience, education, and training.

SCHEDULE F INSTRUCTIONAL SERVICES CLASSIFICATIONS

For Instructional Services roles, the focus of duties and responsibilities is provision of instruction to students in the context of: (a) extra-curricular or cocurricular activities; (b) tutoring support under direct supervision of a registered teacher; or (c) courses or subjects for which delivery does not require a registered or accredited teacher.

F.1 Instructional Services Level 1

F.1.1 Pay grade and progression:

(a) An appointment to Instructional Services Level 1 Classification commences at General Staff Pay Grade 2.1 and progresses to Pay Grade 2.2 after 12 months of service.

F.1.2 Indicative position titles:

(a) Sports Assistant; Assistant Sports Coach.

F.1.3 Typical responsibilities:

- (a) Providing assistance to sporting teams/squads under the supervision of a teacher or an instructional services Employee (Grade 3 or above).
- (b) Assisting with equipment and the preparations for, and conducting of, training sessions and/or sporting events.

F.1.4 Competency, judgement, independence and problem solving:

- (a) Competency at this level involves application of knowledge and skills to a range of tasks and roles. There is a defined range of contexts where the choice of actions required is clear. There is limited complexity of choice of actions required. On occasion, more complex tasks may be performed.
- (b) 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.
- (c) An employee at this level will be expected to perform a combination of various routine tasks where the daily work routine will allow the latitude to rearrange some work sequences, provided the prearranged work priorities are achieved.

F.1.5 Level of supervision:

- (a) Routine supervision of straightforward tasks; close supervision of more complex tasks.
- (b) Where Employees are working alone, less direct guidance and some autonomy may be involved.

F.1.6 Training level or qualifications:

- (a) A skill level which assumes and requires knowledge, training or experience relevant to the duties to be performed.
- (b) Completion of Year 12 without work experience.
- (c) Completion of Certificates I or II with work related experience.
- (d) An equivalent combination of experience and training.

F.2 Instructional Services Level 2

F.2.1 Pay grade and progression:

(a) An appointment to Instructional Services Level 2 Classification commences at General Staff Pay Grade 3.1 and progresses to Pay Grade 3.2 after 12 months of service.

F.2.2 Indicative position titles:

(a) Sports Program Assistant; Assistant Sports Coach.

F.2.3 Typical responsibilities:

- (a) Providing assistance to individuals and/or sporting teams/squads under the supervision of a teacher or an instructional services Employee (Grade 3 or above).
- (b) Assisting with equipment and the preparations for, and conducting of, training sessions and/or sporting events.

F.2.4 Competency, judgement, independence and problem solving:

- (a) Competency at this level involves application of knowledge with depth in some areas and a broad range of skills. There are a range of roles and tasks in a variety of contexts.
- (b) Competencies are normally used within routines, methods and procedures. There is some complexity in the extent and choice of actions required.
- (c) Some discretion and judgment is involved in the selection of equipment, work organisation, services, actions and achieving outcomes within time constraints. Exercise judgment on work methods and task sequence within specified timelines and standard practices and procedures.
- (d) Answers are usually found by selecting from specific choices defined in standard work policies or procedures.

F.2.5 Level of supervision:

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

F.2.6 Training level or qualifications:

- (a) Completion of a Certificate III.
- (b) Completion of Year 12 or a Certificate II, with relevant work experience.
- (c) An equivalent combination or relevant experience and/or education/training.

F.3 Instructional Services Level 3

F.3.1 Pay grade and progression:

- (a) An appointment to Instructional Services Level 3 Classification commences at General Staff Pay Grade 4.1 and progresses to Pay Grade 4.2 after 12 months of service.
- (b) Appointment as an Instrumental Music Tutor (or similar role) shall commence no lower than Instructional Services Level 3 and Pay Grade 4.2.

F.3.2 Indicative position titles:

(a) Instrumental Music Tutor; Senior Assistant Sports Coach; Sports Coach; Preparatory Educator (NSW).

F.3.3 Typical responsibilities:

- (a) Instructing individual students as part of an extra-curricular instrumental music program.
- (b) Supervising instructional services Employees (Grades 1 and/or 2).
- (c) Coaching, including developing sports training sessions and programs, for individuals and/or teams/squads in various sporting disciplines.
- (d) Under direction of a classroom Teacher, plan child-centred learning opportunities, responding to children's ideas and play and extending learning through open-ended questions, interactions, and feedback.
- (e) Maintain student records and samples of work, and report on student performance.
- (f) Manage student information and results in consultation with classroom Teacher for tracking and improvement.
- (g) Support students learning and development outcomes in relation to their confidence as learners, and effectiveness as communicators.
- (h) Perform / assist with role marking.
- (i) Lead students pastorally through classroom devotions.
- (j) Develop students' interests, abilities, and coordination by way of creative activities.

F.3.4 Competency, judgement, independence and problem solving:

- (a) Competency at this level involves the application of knowledge with depth in some areas and a broad range of skills. There is a wide variety of tasks and roles in a variety of contexts. There is complexity in the ranges and choice of actions required. Some tasks may require limited creative, planning or design functions.
- (b) Competencies are normally used within a variety of routines, methods and procedures. Discretion and judgment are required for self and/or others in planning, selection of equipment, work organisation, services, actions and achieving outcomes within time constraints.
- (c) Independent judgment is required to identify, select and apply the most appropriate available guidelines and procedures, interpret precedents and adapt standard methods or practices to meet variations in facts and/or conditions.
- (d) The employee may apply extensive diagnostic skills, theoretical knowledge and techniques to a range of procedures and tasks, proficiency in the work area's rules and regulations, procedures requiring expertise in a specialist area or broad knowledge of a range of personnel and functions.

F.3.5 Level of supervision:

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

F.3.6 Training level or qualifications:

- (a) Completion of a diploma level qualification with relevant work-related experience.
- (b) Completion of a Certificate IV with relevant work experience.
- (c) Completion of a Certificate III with extensive relevant work experience.
- (d) An equivalent combination of relevant experience and/or education/training.

F.4 Instructional Services Level 4

F.4.1 Pay grade and progression:

(a) An appointment to Instructional Services Level 4 Classification commences at General Staff Pay Grade 5.1 and progresses to Pay Grade 5.2 after 12 months of service.

F.4.2 Indicative position titles:

(a) Music Tutor; Tutor; Sports Coach; Sports Academy Coach.

F.4.3 Typical responsibilities:

- (a) Preparing instrumental music students for external examination in their discipline as part of an extra-curricular program.
- (b) Coaching individuals and/or sporting teams/squads, including developing and implementing individual and/or team specific training sessions and programs.

F.4.4 Competency, judgement, independence and problem solving:

- (a) Competency at this level involves self-directed application of knowledge with substantial depth in some areas. A range of technical and other skills are applied to roles and functions in both varied and highly specific contexts.
- (b) Competencies are normally used independently and both routinely and non-routinely. Discretion and judgment are required in planning and selecting appropriate equipment, service techniques and work organisation for self and/or others.
- (c) Problem solving involves the identification and analysis of diverse problems. Solve problems through the standard application of theoretical principles and techniques at degree level. Apply standard technical training and experience to solve problems. Apply expertise to the making of decisions.

F.4.5 Level of supervision:

- (a) Routine supervision to general direction, depending on tasks involved and experience.
- (b) May supervise other staff at levels below Level 4.

F.4.6 Training level or qualifications:

- (a) Completion of a degree without subsequent relevant work experience.
- (b) Completion of an advanced diploma qualification and at least one year's subsequent relevant work experience.
- (c) Completion of a diploma qualification and at least 2 years' subsequent relevant work experience.
- (d) Completion of a Certificate IV and extensive relevant work experience.
- (e) An equivalent combination of relevant experience and/or education/training.

F.5 Instructional Services Level 5

F.5.1 Pay grade and progression:

(a) An appointment to Instructional Services Level 5 Classification commences at General Staff Pay Grade 6.1 and progresses to Pay Grade 6.2 after 12 months of service.

F.5.2 Indicative position titles:

(a) Music Coordinator; Music Conductor; Sports Coordinator; Head Sports Coach; Religious Instruction Tutor; Agricultural Technologies Specialist.

F.5.3 Typical responsibilities:

- (a) Conducting and coordinating a school choir, band or musical ensemble or more than one of these.
- (b) Supervising Employees, including instructional services Employees (Grades 1, 2, 3 and/or 4) or coaching (individuals, squads and/or teams) and managing sporting facilities.
- (c) Managing and delivering the full coaching/training program or a significant distinct part of a coaching/training program for one or more sporting disciplines.

F.5.4 Competency, judgement, independence and problem solving:

- (a) Discretion to innovate within own function and take responsibility for outcomes; design, develop and test complex equipment, systems and procedures.
- (b) Discretion to undertake planning involving resources use and develop proposals for resource allocation.
- (c) Competency at this level involves the development and application of professional knowledge in a specialised area/s and utilising a broad range of skills.
- (d) Competencies are normally applied independently and are substantially non-routine and Employees may operate individually or as a member of a team.
- (e) Competency at this level involves the delivery of professional services within defined accountability levels.
- (f) Significant discretion and judgment are required in planning, designing professional, technical or supervisory functions related to services, operations or processes.
- (g) Employees are expected to plan their own professional development and such increased knowledge, relevant to the position held, will be applied to the work situation.
- (h) Perform work assignments guided by policy, precedent, professional standards and managerial or technical expertise.
- (i) Employees would have the latitude to develop or redefine procedure and interpret policy so long as other work areas are not affected.
- (j) In technical and administrative areas, have a depth or breadth of expertise developed through extensive relevant experience and application.

F.5.5 Level of supervision:

- (a) In some positions, general direction is appropriate. In other positions, broad direction would apply.
- (b) May have extensive supervisory and line management responsibility for General Staff.
- (c) Supervision is present to review established objectives.

F.5.6 Training level or qualifications:

- (a) Degree with subsequent relevant experience.
- (b) An extensive experience and specialist expertise or broad knowledge.
- (c) Equivalent combination of relevant experience and or education and training.

SCHEDULE G OPERATIONAL SERVICES CLASSIFICATIONS

For Operational Services roles, the focus of duties and responsibilities is provision of services supporting school operations in the areas of: (a) general labour and maintenance; (b) gardening and outdoor maintenance; (c) cleaning of facilities; (d) assisting trades personnel with manual duties; (e) driving buses; (f) maintenance of School vehicles; (g) food service and relevant cleaning tasks; (h) retail and tuckshop service and coordination; and (g) health and safety management

G.1 Operational Services Level 1

G.1.1 Pay grade and progression:

(a) An appointment to Operational Services Level 1 Classification commences at General Staff Pay Grade 1.1 and progresses to Pay Grade 1.2 after 12 months of service with progression to Pay Grade 1.3 after 12 months of service at Pay Grade 1.2.

G.1.2 Indicative position titles:

(a) Cleaner; Kitchen Assistant; Laundry Assistant; Junior Grounds / Maintenance Assistant; Retail Assistant; Bus Driver; Handy Person; Trades Assistant.

G.1.3 Typical responsibilities:

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

G.1.4 Competency, judgement, independence and problem solving:

- (a) Competency involves application of knowledge and skills to a limited range of tasks and roles. There is a specific range of contexts where the choice of actions is clear. The competencies are normally used within established routines, methods and procedures that are predictable. Judgments against established criteria may also be required.
- (b) The employee follows standard procedures in a predefined order. The employee resolves problems where alternatives for the employee are limited and the required action is clear or can be readily referred to a more senior employee.

G.1.5 Level of supervision:

(a) Close supervision or, in the case of more experienced Employees working alone with routine supervision.

G.1.6 Training level or qualifications:

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

G.2 Operational Services Level 2

G.2.1 Pay grade and progression:

(a) An appointment to Operational Services Level 2 Classification commences at General Staff Pay Grade 2.1 and progresses to Pay Grade 2.2 after 12 months of service.

G.2.2 Indicative position titles:

(a) Cleaner, Bus Driver; Facilities Officer; Tuckshop Assistant; Retail Services Officer; Café Barista; Grounds and Facilities Officer; Tuckshop Coordinator; Property Services / Maintenance Officer, Kitchen Assistant.

G.2.3 Typical responsibilities:

- (a) Performing non-cooking duties in the kitchen including the assembly, preparation, and measurement of food items.
- (b) Undertaking general gardening tasks including the preparation and planting procedures.
- (c) Laundry duties requiring the application of limited discretion.
- (d) Operating, maintaining, and adjusting turf machinery under general supervision.
- (e) Applying fertilizers, fungicides, herbicides, and insecticides under general supervision.
- (f) Driving buses with a carrying capacity of 25 or more passengers.
- (g) Performing a range of patrol duties, including responding to alarms, following emergency procedures, and preparing incident reports.

G.2.4 Competency, judgement, independence and problem solving:

- (a) Competency at this level involves application of knowledge and skills to a range of tasks and roles. There is a defined range of contexts where the choice of actions required is clear. There is limited complexity of choice of actions required. On occasion, more complex tasks may be performed.
- (b) 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.
- (c) An employee at this level will be expected to perform a combination of various routine tasks where the daily work routine will allow the latitude to rearrange some work sequences, provided the prearranged work priorities are achieved.

G.2.5 Level of supervision:

- (a) Routine supervision of straightforward tasks; close supervision of more complex tasks.
- (b) Where Employees are working alone, less direct guidance and some autonomy may be involved.

G.2.6 Training level or qualifications:

- (a) A skill level which assumes and requires knowledge, training or experience relevant to the duties to be performed.
- (b) Completion of Year 12 without work experience.
- (c) Completion of Certificates I or II with work related experience.
- (d) An equivalent combination of experience and training.

G.3 Operational Services Level 3

G.3.1 Pay grade and progression:

(a) An appointment to Operational Services Level 3 Classification commences at General Staff Pay Grade 3.1 and progresses to Pay Grade 3.2 after 12 months of service.

G.3.2 Indicative position titles:

(a) Tradesperson; Retail Function Coordinator; Security Officer; Caretaker; Grounds & Maintenance Officer; Grounds Officer; Facilities Officer; Grounds & Facilities Officer; Bus Driver & Property Officer; Food Services Convenor; Groundsman; Cleaning Supervisor; Uniform Shop Coordinator; Facilities Officer & Bus Driver; Uniform Convenor; Bus Driver; Bus Maintenance Technician.

G.3.3 Typical responsibilities:

- (a) Performing general maintenance work which includes the use of trade accredited skills in areas such as carpentry, plumbing or electrical services.
- (b) Control and responsibility for the maintenance of gardens, sports grounds and/or facilities which includes the use of accredited trade skills in areas such as horticulture, gardening or in the maintenance of sports grounds.
- (c) Responsibility for operating the school canteen, uniform shop or book shop, including supervision of Employees and volunteers.
- (d) Cooking duties including a la carte cooking, baking, pastry cooking or butchery.
- (e) Responsibility for operating, maintaining and adjusting turf machinery, as appropriate.
- (f) Cleaning and inspecting machinery after each use, reporting any problems to the appropriate manager.
- (g) In trades positions, applying the skills taught in a trades certificate or Certificate III, including performance of a range of construction, maintenance and repair tasks, using precision hand and power tools and equipment. In some cases, this will involve familiarity with the work of other trades or require further training.
- (h) Responsibility for the security and basic maintenance of school property.

G.3.4 Competency, judgement, independence and problem solving:

- (a) Competency at this level involves application of knowledge with depth in some areas and a broad range of skills. There are a range of roles and tasks in a variety of contexts.
- (b) Competencies are normally used within routines, methods and procedures. There is some complexity in the extent and choice of actions required.
- (c) Some discretion and judgment is involved in the selection of equipment, work organisation, services, actions and achieving outcomes within time constraints. Exercise judgment on work methods and task sequence within specified timelines and standard practices and procedures.
- (d) Answers are usually found by selecting from specific choices defined in standard work policies or procedures.

G.3.5 Level of supervision:

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

G.3.6 Training level or qualifications:

- (a) Completion of Year 12 and Cert II with relevant work experience and a combination of experience and training.
- (b) Completion of Trade Certificate for trades person roles.

G.4 Operational Services Level 4

G.4.1 Pay grade and progression:

(a) An appointment to Operational Services Level 4 Classification commences at General Staff Pay Grade 4.1 and progresses to Pay Grade 4.2 after 12 months of service.

G.4.2 Indicative position titles:

(a) Grounds & Facilities Officer; Uniform Shop Coordinator; Property & Facilities Officer; Bus Operations Officer; Property Services and Grounds Supervisor; Facilities Manager; Cleaning Supervisor; Bus Manager.

G.4.3 Typical responsibilities:

- (a) Performing specialised cooking, butchery, baking pastry and the supervision of the operation.
- (b) Responsibility for planning, scheduling and supervising of all aspects of gardening maintenance.
- (c) Deputising for the manager if absent, including undertaking all duties.
- (d) In trades positions, working on complex engineering or interconnected electrical circuits and/or exercising high precision trades skills using various materials and/or specialised techniques.

G.4.4 Competency, judgement, independence and problem solving:

- (a) Competency at this level involves the application of knowledge with depth in some areas and a broad range of skills. There is a wide variety of tasks and roles in a variety of contexts. There is complexity in the ranges and choice of actions required. Some tasks may require limited creative, planning or design functions.
- (b) Competencies are normally used within a variety of routines, methods and procedures. Discretion and judgment are required for self and/or others in planning, selection of equipment, work organisation, services, actions and achieving outcomes within time constraints.
- (c) Independent judgment is required to identify, select and apply the most appropriate available guidelines and procedures, interpret precedents and adapt standard methods or practices to meet variations in facts and/or conditions.
- (d) The employee may apply extensive diagnostic skills, theoretical knowledge and techniques to a range of procedures and tasks, proficiency in the work area's rules and regulations, procedures requiring expertise in a specialist area or broad knowledge of a range of personnel and functions.

G.4.5 Level of supervision:

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

G.4.6 Training level or qualifications:

- (a) Requires completion of Diploma or Completion of Cert IV with relevant experience.
- (b) Equivalent of training and education.

G.5 Operational Services Level 5

G.5.1 Pay grade and progression:

(a) An appointment to Operational Services Level 5 Classification commences at General Staff Pay Grade 5.1 and progresses to Pay Grade 5.2 after 12 months of service.

G.5.2 Indicative position titles:

(a) Facilities Coordinator & Safety Advisor; Bus & Compliance Coordinator; Facilities Coordinator; Grounds Coordinator; Property Manager; Transport Manager; Operational & Educational Assistant; Bus Coordinator.

G.5.3 Typical responsibilities:

- (a) Responsibility for the direction and general supervision and management of lower-level Employees.
- (b) General operational management of department in consultation with College Management.
- (c) Coordination of rostering.
- (d) Provision of timely communication to staff and College families when required operationally.
- (e) Maintaining accurate data and information for reporting purposes.
- (f) Reviewing processes for the purpose of operational improvement.
- (g) Monitoring of licence registration of staff in relation to their roles and responsibilities.
- (h) Review of processes to ensure compliance standards are met and maintained.
- (i) Coordinating servicing of vehicles.
- (j) Development and coordination of workplace health and safety policies, guidelines, and procedures.
- (k) Identifying staff training requirements

G.5.4 Competency, judgement, independence and problem solving:

- (a) Competency at this level involves self-directed application of knowledge with substantial depth in some areas. A range of technical and other skills are applied to roles and functions in both varied and highly specific contexts.
- (b) Competencies are normally used independently and both routinely and non-routinely. Discretion and judgment are required in planning and selecting appropriate equipment, service techniques and work organisation for self and/or others.
- (c) Problem solving involves the identification and analysis of diverse problems. Solve problems through the standard application of theoretical principles and techniques at degree level. Apply standard technical training and experience to solve problems. Apply expertise to the making of decisions.

G.5.5 Level of supervision:

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

G.5.6 Training level or qualifications:

- (a) Completion of a degree without subsequent relevant work experience.
- (b) Completion of an advanced diploma qualification and at least one year's subsequent relevant work experience.
- (c) Completion of a diploma qualification and at least 2 years' subsequent relevant work experience.
- (d) Completion of a Certificate IV and extensive relevant work experience.
- (e) An equivalent combination of relevant experience and/or education/training.

G.6 Operational Services Level 6

G.6.1 Pay grade and progression:

(a) An appointment to Operational Services Level 6 Classification commences at General Staff Pay Grade 6.1 and progresses to Pay Grade 6.2 after 12 months of service.

G.6.2 Indicative position titles:

(a) Property Manager; Facilities Manager.

G.6.3 Typical responsibilities:

- (a) Management and oversight of grounds, structures, painting, space management, cleaning.
- (b) Management and oversight of all contract services, contracts associated with buildings and infrastructure (mechanical, electrical, hydraulic etc).
- (c) Development and coordination of long-term refurbishment programs, routine, non-routine and mandatory maintenance programs for both preventative and corrective maintenance.
- (d) Implement and maintain the effective operation of effective maintenance response.
- (e) Coordination of in-house and contract staff to ensure maintenance work is carried out in a timely and effective manner.
- (f) Manage maintenance and trades work activities to ensure compliance with all statutory and Government authority acts and regulations.
- (g) Communicate effectively with all stakeholders on projects, maintenance and refurbishments associated with their areas, as well as the College in general.
- (h) Responsibility for the direction and general management of lower-level Employees.

G.6.4 Competency, judgement, independence and problem solving:

- (a) Discretion to innovate within own function and take responsibility for outcomes; design, develop and test complex equipment, systems and procedures.
- (b) Discretion to undertake planning involving resources use and develop proposals for resource allocation.
- (c) Discretion to exercise high level diagnostic skills on sophisticated equipment or systems and/or analyse and report on data and experiments.
- (d) Competency at this level involves the development and application of professional knowledge in a specialised area/s and utilising a broad range of skills.
- (e) Competencies are normally applied independently and are substantially non-routine and Employees may operate individually or as a member of a team.
- (f) Competency at this level involves the delivery of professional services within defined accountability levels.
- (g) Significant discretion and judgment is required in planning, designing professional, technical or supervisory functions related to services, operations or processes.
- (h) Employees are expected to plan their own professional development and such increased knowledge, relevant to the position held, will be applied to the work situation.
- (i) Perform work assignments guided by policy, precedent, professional standards and managerial or technical expertise.
- (j) Employees would have the latitude to develop or redefine procedure and interpret policy so long as other work areas are not affected.
- (k) In technical and administrative areas, have a depth or breadth of expertise developed through extensive relevant experience and application.

G.6.5 Level of supervision:

- (a) In some positions, general direction is appropriate. In other positions, broad direction would apply.
- (b) May have extensive supervisory and line management responsibility for General Staff.
- (c) Supervision is present to review established objectives.

G.6.6 Training level or qualifications:

- (a) Degree with subsequent relevant experience.
- (b) An extensive experience and specialist expertise or broad knowledge.
- (c) Equivalent combination of relevant experience and or education and training.

SCHEDULE H WELLBEING SERVICES CLASSIFICATIONS

For Wellbeing Services roles, the focus of duties and responsibilities is provision of services supporting school operations in the areas of: (a) chaplaincy services; (b) student welfare and wellbeing services; and (c) first aid and support for health conditions.

H.1 Wellbeing Services Level 1

H.1.1 Pay grade and progression:

(b) An appointment to Wellbeing Services Level 1 Classification commences at General Staff Pay Grade 2.1 and progresses to Pay Grade 2.2 after 12 months of service.

H.1.2 Indicative position titles:

(c) First Aid Officer, Chaplain (Junior).

H.1.3 Typical responsibilities:

- (a) Providing first aid services, as the designated first aid officer in the school, including maintaining related records.
- (b) Providing basic Pastoral Care support for Students consistent with biblical worldview.
- (c) Assisting with well-being and support programs for students.

H.1.4 Competency, judgement, independence and problem solving:

- (a) Competency at this level involves application of knowledge and skills to a range of tasks and roles. There is a defined range of contexts where the choice of actions required is clear. There is limited complexity of choice of actions required. On occasion, more complex tasks may be performed.
- (b) 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.
- (c) An employee at this level will be expected to perform a combination of various routine tasks where the daily work routine will allow the latitude to rearrange some work sequences, provided the prearranged work priorities are achieved.

H.1.5 Level of supervision:

- (a) Routine supervision of straightforward tasks; close supervision of more complex tasks.
- (b) Where Employees are working alone, less direct guidance and some autonomy may be involved.

H.1.6 Training level or qualifications:

- (a) A skill level which assumes and requires knowledge, training or experience relevant to the duties to be performed.
- (b) Completion of Year 12 without work experience.
- (c) Completion of Certificates I or II with work related experience.
- (d) An equivalent combination of experience and training.
- (e) First Aid Qualifications including CPR (where applicable).
- (f) For a Chaplaincy role funded by the National Student Wellbeing Program (NSWP), the qualification and professional learning requirements of NSWP also apply.

H.2 Wellbeing Services Level 2

H.2.1 Pay grade and progression:

(a) An appointment to Wellbeing Services Level 2 Classification commences at General Staff Pay Grade 3.1 and progresses to Pay Grade 3.2 after 12 months of service.

H.2.2 Indicative position titles:

(a) First Aid Officer; Chaplain.

H.2.3 Typical responsibilities:

- (a) Providing first aid services, as the designated first aid officer in the school, including maintaining related records and facilitating access to supplies and resources.
- (b) Providing pastoral care and personal support for students, staff and parents of the College consistent with a biblical worldview.
- (c) Implementing and monitoring social-emotional and spiritual well-being programs for students.

H.2.4 Competency, judgement, independence and problem solving:

- (a) Competency at this level involves application of knowledge with depth in some areas and a broad range of skills. There are a range of roles and tasks in a variety of contexts.
- (b) Competencies are normally used within routines, methods and procedures. There is some complexity in the extent and choice of actions required.
- (c) Some discretion and judgment is involved in the selection of equipment, work organisation, services, actions and achieving outcomes within time constraints. Exercise judgment on work methods and task sequence within specified timelines and standard practices and procedures.
- (d) Answers are usually found by selecting from specific choices defined in standard work policies or procedures.

H.2.5 Level of supervision:

(a) In some positions, routine supervision, moving to general direction with experience. In other positions, general direction.

H.2.6 Training level or qualifications:

- (a) Completion of a Certificate III.
- (b) Completion of Year 12 or a Certificate II, with relevant work experience.
- (c) An equivalent combination or relevant experience and/or education/training.
- (d) First Aid Qualifications including CPR (where applicable).
- (e) For a Chaplaincy role funded by the National Student Wellbeing Program (NSWP), the qualification and professional learning requirements of NSWP also apply.

H.3 Wellbeing Services Level 3

H.3.1 Pay grade and progression:

(a) An appointment to Wellbeing Services Level 3 Classification commences at General Staff Pay Grade 4.1 and progresses to Pay Grade 4.2 after 12 months of service.

H.3.2 Indicative position titles:

(a) Youth Welfare Officer; Chaplain.

H.3.3 Typical responsibilities:

- (a) Providing pastoral care and personal support for students, staff and parents of the College consistent with a biblical worldview.
- (b) Implement and monitor social-emotional and spiritual well-being programs for students.
- (c) Working with staff and students to provide support after critical incidents.
- (d) Initiate support programs for students, staff and parents.

H.3.4 Competency, judgement, independence and problem solving:

- (a) Competency at this level involves the application of knowledge with depth in some areas and a broad range of skills. There is a wide variety of tasks and roles in a variety of contexts. There is complexity in the ranges and choice of actions required. Some tasks may require limited creative, planning or design functions.
- (b) Competencies are normally used within a variety of routines, methods and procedures. Discretion and judgment are required for self and/or others in planning, selection of equipment, work organisation, services, actions and achieving outcomes within time constraints.
- (c) Independent judgment is required to identify, select and apply the most appropriate available guidelines and procedures, interpret precedents and adapt standard methods or practices to meet variations in facts and/or conditions.
- (d) The employee may apply extensive diagnostic skills, theoretical knowledge and techniques to a range of procedures and tasks, proficiency in the work area's rules and regulations, procedures requiring expertise in a specialist area or broad knowledge of a range of personnel and functions.

H.3.5 Level of supervision:

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

H.3.6 Training level or qualifications:

- (a) Completion of a diploma level qualification with relevant work-related experience.
- (b) Completion of a Certificate IV with relevant work experience.
- (c) Completion of a Certificate III with extensive relevant work experience.
- (d) An equivalent combination of relevant experience and/or education/training.
- (e) First Aid Qualifications including CPR (where applicable).
- (f) For a Chaplaincy role funded by the National Student Wellbeing Program (NSWP), the qualification and professional learning requirements of NSWP also apply.

H.4 Wellbeing Services Level 4

H.4.1 Pay grade and progression:

(a) An appointment to Wellbeing Services Level 4 Classification commences at General Staff Pay Grade 5.1 and progresses to Pay Grade 5.2 after 12 months of service.

H.4.2 Indicative position titles:

(a) Role specific.

H.4.3 Typical responsibilities:

(a) Role specific.

H.4.4 Competency, judgement, independence and problem solving:

- (a) Competency at this level involves self-directed application of knowledge with substantial depth in some areas. A range of technical and other skills are applied to roles and functions in both varied and highly specific contexts.
- (b) Competencies are normally used independently and both routinely and non-routinely. Discretion and judgment are required in planning and selecting appropriate equipment, service techniques and work organisation for self and/or others.
- (c) Problem solving involves the identification and analysis of diverse problems. Solve problems through the standard application of theoretical principles and techniques at degree level. Apply standard technical training and experience to solve problems. Apply expertise to the making of decisions.

H.4.5 Level of supervision:

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

H.4.6 Training level or qualifications:

- (a) Completion of a degree without subsequent relevant work experience.
- (b) Completion of an advanced diploma qualification and at least one year's subsequent relevant work experience.
- (c) Completion of a diploma qualification and at least 2 years' subsequent relevant work experience.
- (d) Completion of a Certificate IV and extensive relevant work experience.
- (e) An equivalent combination of relevant experience and/or education/training.
- (f) For a Chaplaincy role funded by the National Student Wellbeing Program (NSWP), the qualification and professional learning requirements of NSWP also apply.

H.5 Wellbeing Services Level 5

H.5.1 Pay grade and progression:

(a) An appointment to Wellbeing Services Level 5 Classification commences at General Staff Pay Grade 6.1 and progresses to Pay Grade 6.2 after 12 months of service.

H.5.2 Indicative position titles:

(a) Role specific.

H.5.3 Typical responsibilities:

(a) Role specific.

H.5.4 Competency, judgement, independence and problem solving:

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

H.5.5 Level of supervision:

- (a) In some positions, general direction is appropriate. In other positions, broad direction would apply.
- (b) May have extensive supervisory and line management responsibility for general employees.
- (c) Supervision is present to review established objectives.
- (d) May supervise other staff at levels below Level 5.

H.5.6 Training level or qualifications:

- (a) Degree with subsequent relevant experience.
- (b) An extensive experience and specialist expertise or broad knowledge.
- (c) Equivalent combination of relevant experience and or education and training.
- (d) For a Chaplaincy role funded by the National Student Wellbeing Program (NSWP), the qualification and professional learning requirements of NSWP also apply.

H.6 Wellbeing Services Level 6

H.6.1 Pay grade and progression:

(a) An appointment to Wellbeing Services Level 6 classification commences at General Staff Pay Grade 7.1 and progresses to Pay Grade 7.2 after 12 months of service with progression to Pay Grade 7.3 after 12 months of service at Pay Grade 7.2.

H.6.2 Indicative position titles:

(a) Role specific.

H.6.3 Typical responsibilities:

(a) Role specific.

H.6.4 Competency, judgement, independence and problem solving:

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

H.6.5 Level of supervision:

- (a) Broad direction. May manage other employees including general employees.
- (b) May have extensive supervisory and line management responsibility for General Staff.
- (c) Supervision is present to review established objectives.

H.6.6 Training level or qualifications:

- (a) Degree with at least four years relevant experience.
- (b) Extensive management expertise and experience.
- (c) Equivalent combination in education and or training.
- (d) For a Chaplaincy role funded by the National Student Wellbeing Program (NSWP), the qualification and professional learning requirements of NSWP also apply.

H.7 Wellbeing Services Level 7

H.7.1 Pay grade and progression:

(a) An appointment to Wellbeing Services Level 7 commences at General Staff Pay Grade 8.1; there is no provision for progression.

H.7.2 Indicative position titles:

(a) Role specific.

H.7.3 Typical responsibilities:

(a) Role specific.

H.7.4 Competency, judgement, independence and problem solving:

- (a) Competency at this level is likely to require the development of new ways of using a specific body of knowledge which applies to work assignments or may involve the integration of other specific bodies of knowledge.
- (b) Responsible for program development and implementation.
- (c) 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.

H.7.5 Level of supervision:

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

H.7.6 Training level or qualifications:

- (a) Postgraduate qualifications or progress towards postgraduate qualifications and extensive relevant experience.
- (b) Extensive management experience.
- (c) An equivalent combination of relevant experience, education, and training.
- (d) For a Chaplaincy role funded by the National Student Wellbeing Program (NSWP), the qualification and professional learning requirements of NSWP also apply.

SCHEDULE I ECEC EDUCATOR CLASSIFICATIONS

For ECEC roles, the focus of duties and responsibilities is provision of services supporting school operations in the areas of: (a) Providing assistance and support to Educators; (b) assisting with the management and welfare of students, (c) assisting with the implementation of student programs; (c) maintaining the safety of children in care; (d) food handling and preparation; (e) assisting with or supervising the implementation of appropriate programs for children; (f) maintain administrative and procedural matters; (g) ensuring that the facility adheres to all relevant regulations and statutory requirements; and (h) ensuring that the facility meets or exceeds quality assurance requirements.

I.1 ECEC Educator Level 1

I.1.1 Pay grade and progression:

- (a) For an Employee aged under 17 years of age at the time of commencement as an ECEC Educator, an appointment to ECEC Educator Level 1 Classification commences at Educator Pay Grade 1.1 and progresses to Pay Grade 1.2 after 12 months of service with progression to Pay Grade 1.3 after 12 months of service at Pay Grade 1.2.
- (b) For an Employee aged 17 years of age at the time of commencement as an ECEC Educator, an appointment to ECEC Educator Level 1 Classification commences at Educator Pay Grade 1.2 and progresses to Pay Grade 1.2 after 12 months of service.
- (c) For an Employee aged 18 years of age but under 21 years of age at the time of commencement as an ECEC Educator, an appointment to ECEC Educator Level 1 Classification commences at Educator Pay Grade 1.3; there is no provision for progression.
- (d) Any Employee appointed to an ECEC Educator Level 1 pay grade will progress to the Educator Pay Grade 2.1 upon completion of a relevant Certificate III qualification – with such progression to occur from the next full pay period after satisfactory evidence of completion is provided to the Employer.

I.1.2 Indicative position titles:

- (a) Trainee Educator; Kindergarten Assistant; Preschool Assistant; Childcare Assistant.
- (b) The term "junior" may be attached to the position title.

I.1.3 Typical responsibilities:

- (a) Learning and implementing the policies, procedures and routines and the requisite basic skills.
- (b) Learning how to establish relationships and interacting with children.
- (c) Attending to the physical, social and emotional needs of children on an individual or group basis.
- (d) Assisting in the development of good relations with families attending the facility.
- (e) Performing basic duties, including food preparation, cleaning or gardening.

I.1.4 Competency, judgement, independence and problem solving:

- (a) Competency involves application of knowledge and skills to a limited range of tasks and roles. There is a specific range of contexts where the choice of actions is clear. The competencies are normally used within established routines, methods and procedures that are predictable. Judgments against established criteria may also be required.
- (b) The employee follows standard procedures in a predefined order. The employee resolves problems where alternatives for the employee are limited and the required action is clear or can be readily referred to a more senior employee.

I.1.5 Level of supervision:

(a) Close supervision or, in the case of more experienced Employees, routine supervision.

I.1.6 Training level or qualifications:

- (a) At the time of commencement, Employees engaged under a Level 1 classification will be aged under 21 years of age, not have relevant formal ECEC qualifications and are not expected to have relevant work experience.
- (b) Employees engaged on a Level 1 classification will be assisted with on-the-job training which may include a traineeship arrangement.

I.2 ECEC Educator Level 2

I.2.1 Pay grade and progression:

- (a) For an Employee holding a relevant Certificate III qualification and aged under 21 years of age at the time of commencement ("qualified junior"), an appointment to ECEC Educator Level 2 Classification commences at Educator Pay Grade 2.1 and progresses to Pay Grade 2.2 after 12 months of service with progression to Pay Grade 2.3 after 12 months of service at Pay Grade 2.2. For progression from Pay Grade 2.1 to Pay Grade 2.2, any service at Pay Grade 1.3 will be recognised towards the required 12 months of service.
- (b) For an Employee aged over 21 years of age who does not hold a relevant qualification ("unqualified adult"), an appointment to ECEC Educator Level 2 Classification commences at Educator Pay Grade 2.3; there is no provision for progression.
- (c) Any Employee appointed at an ECEC Educator Level 2 pay grade will progress to the Educator Pay Grade 3.1 upon being aged at least 21 years of age and achieving completion of a relevant Certificate III qualification – with such progression to occur from the next full pay period after satisfactory evidence of completion is provided to the Employer.

I.2.2 Indicative position titles:

(a) Assistant Educator; Kindergarten Assistant; Preschool Assistant; Childcare Assistant.

I.2.3 Typical responsibilities:

- (a) Assisting in the implementation of the children's program under supervision.
- (b) Assisting in the implementation of daily care routines.
- (c) Developing awareness of, and assisting in the maintenance of, the health and safety of children in care.
- (d) Understanding and working according to the policies and procedures associated with the children's program.
- (e) Responsibility for food preparation, cleaning, gardening or general.
- (f) Maintenance under the guidance of the director or the director's nominee.
- (g) Demonstrating knowledge of hygienic handling of food and equipment.

I.2.4 Competency, judgement, independence and problem solving:

- (a) Competency at this level involves application of knowledge and skills to a range of tasks and roles. There is a defined range of contexts where the choice of actions required is clear. There is limited complexity of choice of actions required. On occasion, more complex tasks may be performed.
- (b) 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.
- (c) An employee at this level will be expected to perform a combination of various routine tasks where the daily work routine will allow the latitude to rearrange some work sequences, provided the prearranged work priorities are achieved.

I.2.5 Level of supervision:

(a) Routine supervision of straightforward tasks; close supervision of more complex tasks.

I.2.6 Training level or qualifications:

- (a) At the time of commencement, Employees engaged under a Level 2 classification who are aged over 21 years of age and typically will have completed Year 12 but will not have relevant formal ECEC qualifications and are not expected to have relevant work experience. Employees engaged on this basis will be supported with on-the-job training to assist with attainment of a relevant Certificate III qualification.
- (b) Employees engaged under a Level 2 classification who are aged under 21 years of age will hold a relevant Certificate III level qualification and have some related relevant work experience.

I.3 ECEC Educator Level 3

I.3.1 Pay grade and progression:

- (a) An appointment to ECEC Educator Level 3 Classification commences at Educator Pay Grade 3.1.
- (b) Subject to provisions of Clause 8.9.3, progression to Pay Grade 3.2 occurs after 12 months of service at Pay Grade 3.1.

I.3.2 Indicative position titles:

(a) ELC Educator; OSHC Educator; Kindergarten Educator; Preschool Educator.

I.3.3 Typical responsibilities:

- (a) Assisting in the preparation, implementation and evaluation of developmentally appropriate programs for individual children or groups.
- (b) Responsibility for recording observations of individual children or groups for program planning purposes for qualified Employees.
- (c) Working with individual children with particular needs, under direction.
- (d) Assisting in the direction of untrained Employees.
- (e) Undertaking and implementing the requirements of quality assurance.
- (f) Working in accordance with food safety regulations.

I.3.4 Competency, judgement, independence and problem solving:

- (a) Competency at this level involves application of knowledge with depth in some areas and a broad range of skills. There are a range of roles and tasks in a variety of contexts.
- (b) Competencies are normally used within routines, methods and procedures. There is some complexity in the extent and choice of actions required.
- (c) Some discretion and judgment is involved in the selection of equipment, work organisation, services, actions and achieving outcomes within time constraints. Exercise judgment on work methods and task sequence within specified timelines and standard practices and procedures.
- (d) Answers are usually found by selecting from specific choices defined in standard work policies or procedures.

I.3.5 Level of supervision:

(a) In some positions, routine supervision, moving to general direction with experience. In other positions, general direction.

I.3.6 Training level or qualifications:

An Educator will be required to comply with minimum qualification requirements in accordance with the National Quality Framework as published by the Australian Children's Education & Care Quality Authority (ACECQA).

(a) Minimum Certificate III level ECEC qualification.

I.4 ECEC Educator Level 4

I.4.1 Pay grade and progression:

- (a) An appointment to ECEC Educator Level 4 Classification commences at Educator Pay Grade 4.1.
- (b) Subject to provisions of Clause 8.9.3, progression to Pay Grade 4.2 occurs after 12 months of service at Pay Grade 4.1.

I.4.2 Indicative position titles:

(a) Lead Educator; Senior Educator; Service Coordinator; Lead Preschool Educator.

I.4.3 Typical responsibilities:

- (a) Fulfill responsibilities of person in day-to-day control as a group or room leader within an ECEC Service.
- (b) Preparation, implementation and evaluation of developmentally appropriate programs for individual children or groups.
- (c) Responsibility for recording observations of individual children or groups for program planning purposes for qualified Employees.
- (d) Working with individual children with particular needs, under direction.
- (e) Assisting in the direction of unqualified Employees.
- (f) Undertaking and implementing the requirements of quality assurance.
- (g) Working in accordance with food safety regulations.

I.4.4 Competency, judgement, independence and problem solving:

- (a) Competency at this level involves the application of knowledge with depth in some areas and a broad range of skills. There is a wide variety of tasks and roles in a variety of contexts. There is complexity in the ranges and choice of actions required. Some tasks may require limited creative, planning or design functions.
- (b) Competencies are normally used within a variety of routines, methods and procedures. Discretion and judgment are required for self and/or others in planning, selection of equipment, work organisation, services, actions and achieving outcomes within time constraints.
- (c) Independent judgment is required to identify, select and apply the most appropriate available guidelines and procedures, interpret precedents and adapt standard methods or practices to meet variations in facts and/or conditions.
- (d) The employee may apply extensive diagnostic skills, theoretical knowledge and techniques to a range of procedures and tasks, proficiency in the work area's rules and regulations, procedures requiring expertise in a specialist area or broad knowledge of a range of personnel and functions.

I.4.5 Level of supervision:

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

I.4.6 Training level or qualifications:

An Educator will be required to comply with minimum qualification requirements in accordance with the National Quality Framework as published by the Australian Children's Education & Care Quality Authority (ACECQA).

(a) Minimum diploma level ECEC qualification.

I.5 ECEC Educator Level 5

I.5.1 Pay grade and progression:

- (a) An appointment to ECEC Educator Level 5 Classification commences at Educator Pay Grade 5.1.
- (b) Subject to provisions of Clause 8.9.3, progression to Pay Grade 5.2 occurs after 12 months of service at Pay Grade 5.1.

I.5.2 Indicative position titles:

(a) Senior Educator; Educational Leader; Service Coordinator.

I.5.3 Typical responsibilities:

Responsibility, in consultation with the Director or the Director's nominee, for the preparation, implementation and evaluation of a developmentally appropriate program for individual children or groups of children in care.

- (a) Responsibility for the direction and general supervision of lower level Employees.
- (b) Ensuring a safe environment is maintained for children and Employees.
- (c) Ensuring that records are maintained accurately for each child in the Employee's care.
- (d) Developing, implementing and evaluating daily care routines.
- (e) Ensuring adherence to the policies and procedures.
- (f) Liaising with families.
- (g) Fulfilling responsibilities of the regulatory Educational Leader role.
- (h) Fulfilling responsibilities of the regulatory person in day-to-day control role, as needed.

I.5.4 Competency, judgement, independence and problem solving:

- (a) Competency at this level involves self-directed application of knowledge with substantial depth in some areas. A range of technical and other skills are applied to roles and functions in both varied and highly specific contexts.
- (b) Competencies are normally used independently and both routinely and non-routinely. Discretion and judgment are required in planning and selecting appropriate equipment, service techniques and work organisation for self and/or others.
- (c) Problem solving involves the identification and analysis of diverse problems. Solve problems through the standard application of theoretical principles and techniques at degree level. Apply standard technical training and experience to solve problems. Apply expertise to the making of decisions.

I.5.5 Level of supervision:

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

I.5.6 Training level or qualifications:

- (a) Minimum diploma level ECEC qualification.
- (b) Completion of degree without subsequent relevant work experience.
- (c) Completion of advanced diploma qualification and at least one year's relevant experience.
- (d) Completion of diploma and two years relevant experience.
- (e) Equivalent combination of the above.

I.6 ECEC Educator Level 6

I.6.1 Pay grade and progression:

(a) An appointment to ECEC Educator Level 6 Classification commences at Educator Pay Grade 6.1; there is no provision for progression.

I.6.2 Indicative position titles:

(a) Assistant Director; Educational Leader; Service Coordinator; Senior Educator.

I.6.3 Typical responsibilities:

- (a) Responsibility for co-ordinating and directing the activities of Employees, including the Employees engaged in the implementation and evaluation of developmentally appropriate programs.
- (b) Contributing, through the Director, to the development of the facility or policies and procedures.
- (c) Co-ordinating operations, including occupational health and safety, program planning, staff training.
- (d) Taking responsibility for the day-to-day management of the facility in the temporary absence of the Director and for management and compliance with all licensing and all statutory and quality assurance issues.
- (e) Undertaking additional responsibilities, including co-coordinating the activities of more than one group, supervising Employees, trainees and children on placement and assisting in administrative functions.
- (f) Fulfilling responsibilities of the regulatory Educational Leader role.
- (g) Fulfilling responsibilities of the regulatory Nominated Supervisor role and person in day-to-day control role, as needed.

I.6.4 Competency, judgement, independence and problem solving:

- (a) Discretion to innovate within own function and take responsibility for outcomes; design, develop and test complex equipment, systems and procedures.
- (b) Discretion to undertake planning involving resources use and develop proposals for resource allocation.
- (c) Discretion to exercise high level diagnostic skills on sophisticated equipment or systems and/or analyse and report on data and experiments.
- (d) Competency at this level involves the development and application of professional knowledge in a specialised area/s and utilising a broad range of skills.
- (e) Competencies are normally applied independently and are substantially non-routine and Employees may operate individually or as a member of a team.
- (f) Competency at this level involves the delivery of professional services within defined accountability levels.
- (g) Significant discretion and judgment is required in planning, designing professional, technical or supervisory functions related to services, operations or processes.
- (h) Employees are expected to plan their own professional development and such increased knowledge, relevant to the position held, will be applied to the work situation.
- (i) Perform work assignments guided by policy, precedent, professional standards and managerial or technical expertise.
- (j) Employees would have the latitude to develop or redefine procedure and interpret policy so long as other work areas are not affected.

I.6.5 Level of supervision:

- (a) In some positions, general direction is appropriate. In other positions, broad direction would apply.
- (b) May have extensive supervisory and line management responsibility for ECEC Educators and General Staff.
- (c) Supervision is present to review established objectives.

I.6.6 Training level or qualifications:

- (a) Minimum diploma level ECEC qualification.
- (b) Diploma or higher with subsequent relevant experience.
- (c) An extensive experience and specialist expertise or broad knowledge.
- (d) Equivalent combination of relevant experience and or education and training.

I.7 ECEC Educator Level 7

I.7.1 Pay grade and progression:

- (a) An appointment to ECEC Educator Level 7 classification commences at Educator Pay Grade 7.1.
- (b) Subject to provisions of Clause 8.9.3, progression to Pay Grade 7.2 occurs after 12 months of service at Pay Grade 7.1 with progression to Pay Grade 7.3 after 12 months of service at Pay Grade 7.2.

I.7.2 Indicative position titles:

(a) ELC Director; Kindergarten Director; Childcare Centre Director.

I.7.3 Typical responsibilities:

Responsibility as a Director, being responsible for the overall management and administration of the Service, including:

- (a) Supervising the implementation of developmentally appropriate programs for children.
- (b) Recruiting staff in accordance with relevant regulations, as directed by the Employer.
- (c) Maintaining day-to-day accounts and handling all administrative matters.
- (d) Ensuring that the facility adheres to all relevant regulations and statutory requirements.
- (e) Ensuring that the facility meets or exceeds quality assurance requirements.
- (f) Liaising with families and outside agencies.
- (g) Formulating and evaluating annual budgets.
- (h) Fulfilling responsibilities of the regulatory Nominated Supervisor role.
- (i) Fulfilling responsibilities of the regulatory Educational Leader role.

I.7.4 Competency, judgement, independence and problem solving:

- (a) Within constraints set by management, Employees exercise initiative in the application of professional practices demonstrating independent discretion and judgment, which may have effect beyond a work area.
- (b) An Employee at this level is expected to carry a high proportion of tasks involving complex, specialised or professional functions.
- (c) An Employee may independently relate existing policy to work assignments or rethink the way a specific body of knowledge is applied in order to solve problems.
- (d) In professional or technical positions, the Employee may be a recognised authority in a specialised area.
- (e) 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.
- (f) This may involve stand-alone work or the supervision of Employees in order to achieve objectives.
- (g) It may also involve the interpretation of policy which has an impact beyond the immediate work area.

I.7.5 Level of supervision:

(a) Broad direction. May manage other Employees including ECEC Educators and General Staff.

I.7.6 Training level or qualifications:

- (a) Minimum diploma level ECEC qualification.
- (b) Degree with at least four years relevant experience; extensive management expertise, experience; equivalent combination in education and or training.

I.8 ECEC Educator Level 8

I.8.1 Pay grade and progression:

(a) An appointment to ECEC Educator Level 8 commences at Educator Pay Grade 8.1; there is no provision for progression.

I.8.2 Indicative position titles:

(a) ELC Director; Kindergarten Director; Childcare Centre Director.

I.8.3 Typical responsibilities:

- (a) Responsibilities are the same as for a Director classified at Level 7.
- (b) This level applies where the number of places in the Service Approval for the ECEC Service exceeds 60.

I.8.4 Competency, judgement, independence and problem solving:

- (a) Responsible for program development and implementation.
- (b) Provide strategic support and advice requiring integration of a range of school policies and external requirements, and an ability to achieve objectives operating within complex organisation structures.
- (c) Competency at this level is likely to require the development of new ways of using a specific body of knowledge which applies to work assignments or may involve the integration of other specific bodies of knowledge.

I.8.5 Level of supervision:

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

I.8.6 Training level or qualifications:

- (a) Minimum diploma level ECEC qualification.
- (b) Postgraduate qualifications or progressing towards with extensive work experience; extensive experience and management expertise; an equivalent combination of relevant experience / education / training.

I.9 ECEC Educator Level 9

I.9.1 Pay grade and progression:

(a) An appointment to ECEC Educator Level 9 commences at Educator Pay Grade 9.1; there is no provision for progression.

I.9.2 Indicative position titles:

(a) ELC Director; Childcare Centre Director.

I.9.3 Typical responsibilities:

- (a) Director of an ECEC Service, with significant experience, where the number of places in the Service Approval for the ECEC Service exceeds 90, and / or is responsible for a number of services provided within the operation.
- (b) Responsibilities are the same as for a Director classified at Level 8.
- (c) Fulfilling responsibilities of the regulatory Nominated Supervisor role but typically not the Educational Leader role.

I.9.4 Competency, judgement, independence and problem solving:

- (a) An Employee at this level would normally be a member of a leadership team or an experienced technician who is accountable for the development and delivery of key services that are integral to the effective operation within a school environment.
- (b) Responsible for program development and implementation.
- (c) Provide a range of services and / or undertakes the analysis of complex problems and recommend and may implement solutions.
- (d) Management of a major school or organisational initiative, project or targeted strategy.
- (e) Responsible for program development and implementation.
- (f) Provide a range of services and / or undertakes the analysis of complex problems and recommend and may implement solutions.

I.9.5 Level of supervision:

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

I.9.6 Training level or qualifications:

- (a) Minimum diploma level ECEC qualification.
- (b) Postgraduate qualifications or progressing towards with extensive work experience.
- (c) Extensive experience and management expertise; an equivalent combination of relevant experience / education / training. Performance at a level higher than Level 8.

I.10 ECEC Educator Level 10

I.10.1 Pay grade and progression:

(a) An appointment to ECEC Educator Level 10 commences at Educator Pay Grade 10.1; there is no provision for progression.

I.10.2 Indicative position titles:

(a) ELC Director; Childcare Centre Director.

I.10.3 Typical responsibilities:

- (a) An Employee at this level would perform work at a higher level than an Employee at Level 9, being the senior leader who will have primary responsibility for management for all aspects of the ECEC Service.
- (b) Director of an ECEC Service, with significant experience, where the number of places in the Service Approval for the ECEC Service exceeds 90, and / or is responsible for a number of services provided within the operation.
- (c) Fulfilling responsibilities of both the regulatory Nominated Supervisor and Educational Leader roles.

I.10.4 Competency, judgement, independence and problem solving:

- (a) The Employee would contribute to the overall management of the Service through involvement in policy formulation and decision making.
- (b) An Employee at this level would perform work at a higher level than an Employee at Level 9.
- (c) The Employee would normally be a member of a senior leadership team who will have primary responsibility for the management of significant areas or functions within the school to support the educational services being provided to students.

I.10.5 Level of supervision:

(a) The Employee will have the authority to make significant decisions relating to the program, budget and staff relating to their area of designated responsibility within the framework of the school's strategic plan, policies and budget.

I.10.6 Training level or qualifications:

- (a) Minimum diploma level ECEC qualification.
- (b) Postgraduate qualifications or progressing towards with extensive work experience.
- (c) Extensive experience and management expertise; an equivalent combination of relevant experience / education / training. Performance at a level higher than Level 9.