

General Staff (other
than teachers)
Agreement 2007-
2010 For
Sydney Anglican
Schools Limited

PART A – Application and Operation

1. Title

This Agreement shall be known as Sydney Anglican Schools Limited – *General Staff (other than teachers) Agreement 2007-2010*.

2. Arrangement

This Agreement is arranged as follows:

PART A - APPLICATION AND OPERATION

1. Title
2. Arrangement
3. Definitions
4. Scope and Parties Bound
 - 4.1 Parties Bound
 - 4.2 Exclusions
5. Commencement Date of Agreement and Period of Operation
 - 5.1 Commencement
 - 5.2 Operation of Agreement

PART B - DISPUTE RESOLUTION

6. Disputes Procedure

PART C – CLASSIFICATION, RATES OF PAY AND RELATED MATTERS

7. Classifications and Rates of Pay
 - 7.1 General Provisions
 - 7.2 Classifications
 - 7.3 Part-Time Employees
 - 7.4 Casual Employees
 - 7.5 Junior Employees
 - 7.6 Apprentices
 - 7.7 Progression
 - 7.8 Reclassification
8. Allowances
 - 8.1 Acting Up – Higher Duties
 - 8.2 Travelling Expenses
 - 8.3 Bus Drivers

- 8.4 Meals
- 8.5 Laundering of Uniform
- 8.6 First Aid and Medication Allowance
- 9. Payment of Wages and Other Conditions
 - 9.1 Payment of Wages
 - 9.2 Board and Lodging
 - 9.3 Other Conditions
- 10. Remuneration Package
 - 10.1 Application
 - 10.2 Definitions
 - 10.3 Conditions of Employment
 - 10.4 Salary Packaging
 - 10.5 Impact of Leave
- 11. Superannuation
 - 11.1 Fund
 - 11.2 Benefits
 - 11.3 Transfers between Funds
 - 11.4 Casual Qualification Amount
 - 11.5 Additional Superannuation Contributions

PART D - EMPLOYMENT RELATIONSHIP, TERMINATION OF EMPLOYMENT AND RELATED MATTERS

- 12. Contact of Employment
 - 12.1 General Provisions
 - 12.2 Letter of Employment
 - 12.3 Hours of Work
 - 12.4 Pupil Vacation Periods
 - 12.5 Meal and Rest Breaks
 - 12.6 Overtime
- 13. Termination of Employment
 - 13.1 Notice of Termination
 - 13.2 Forfeiture
 - 13.3 Statement of Service
 - 13.4 Suspension

- 14. Redundancy
 - 14.1 Application
 - 14.2 School's Duty to Notify and Discuss
 - 14.3 Discussion before Terminations
 - 14.4 Notice
 - 14.5 Time Off during the Notice Period
 - 14.6 Employee Leaving during the Notice Period
 - 14.7 Severance Pay
 - 14.8 Alternative Employment
 - 14.9 Interaction of this Clause with Termination of Employment Clause

PART E - LEAVE

- 15. Annual Leave
 - 15.1 Definition
 - 15.2 Annual Leave Payment
 - 15.3 Termination of Employment
- 16. Sick Leave
 - 16.1 Entitlement
 - 16.2 Accumulation of Sick Leave
 - 16.3 Part Time Employees
 - 16.4 Medical Evidence Supporting Claim
- 17. Carer's Leave
 - 17.1 Use of Sick Leave
 - 17.2 Unpaid Carer's Leave
 - 17.3 Use of Annual leave
 - 17.4 Time Off in Lieu of Payment for Overtime
 - 17.5 Make-up Time
 - 17.6 Carer's Entitlement for Casual Employees
 - 17.7 Unpaid Carer's Leave under Fair Pay Standard
- 18. Parental Leave
 - 18.1 General
 - 18.2 Maternity Leave
 - 18.3 Paternity Leave
 - 18.4 Adoption Leave
 - 18.5 Casual Employees

- 18.6 Right to Request
- 18.7 Communication during Parental Leave
- 19. Long Service Leave
 - 19.1 Applicability of the *Long Service Leave Act 1955 (NSW)*
 - 19.2 Condition of Taking Leave
 - 19.3 No Break in Service
 - 19.4 Payment in Lieu of Long Service Leave
 - 19.5 Pro Rata Payment on Termination – Less than Ten Years Service
- 20. Compassionate Leave
 - 20.1 Paid Compassionate Leave
 - 20.2 Unpaid Bereavement Leave – Casual Employees
- 21. Jury Service
- 22. Public Holidays

PART F - MISCELLANEOUS

- 23. Relationship of Agreement with the Award
- 24. Exemptions
- 25. No Extra Claims
- 26. Election Regarding Superannuation, Long Service Leave and Leave Loading
 - 26.1 Additional Superannuation Election
 - 26.2 Time For and Effect of Making an Election

SCHEDULE 1 – Classifications, Salary Scales and Allowances

- Table 1 Annual Rates of Pay for Clerical and Administrative Staff
- Table 2 Annual Rates of Pay for School Assistants
- Table 3 Annual Rates of Pay for Maintenance Workers
- Table 4 Weekly, Part-Time and Casual Rates of Pay for Clerical and Administrative Staff
- Table 5 Weekly, Part-Time and Casual Rates of Pay for Maintenance Staff
- Table 6 Junior Rates
- Table 7 Apprentices
- Table 8 Allowances

3. Definitions

For the purpose of this Agreement:

- (a) **Act** means the *Workplace Relations Act 1996 (Cth)*;
- (b) **Awards** means the *School Support Staff (Independent Schools) (State) Award 2007*; and *Maintenance, Outdoor and Other Staff Agreement (Independent Schools) (State) Award 2007*
- (c) **Casual Employee** means an Employee who is engaged and paid as such;
- (d) **Commission** means the Australian Industrial Relations Commission;
- (e) **Employee** means, without limiting the generality of this expression, either
 - (i) an employee other than a teacher who may be employed in a position described as food technology assistant, art assistant, TAS assistant, music assistant, laboratory assistant, library/audio-visual assistant, book-room assistant, bilingual aide, or teachers' aide, or other position in which the employee is required to assist the teaching staff in the curricula or co-curricula activities of the School (such persons are described in this Agreement as school assistants) or employed in a clerical or administrative capacity; or
 - (ii) An employee whose principal duties are the maintenance of buildings, plant and equipment; or the preparation and upkeep of grounds, or employment in the School canteen or uniform shop; or driving a School bus or other similar duties as directed by the School.
- (f) **Full-Time Employee** means any Employee, other than a Casual or Part-Time Employee, who is employed to work 38 hours per week;
- (g) **Fund** means either:
 - (i) The Sydney Anglican Schools Superannuation Plan; or
 - (ii) the New South Wales Non-Government Schools Superannuation Fund; or
 - (iii) any other superannuation fund approved in accordance with the Commonwealth operational standards for occupational superannuation funds which the Employee is eligible to join and which is approved by the School as a fund into which an Employee of that School may elect to have the School pay contributions made pursuant to this Agreement in respect of that Employee;
- (h) **Part-Time Employee** means an Employee who works a constant number of hours each week which is less than 38 hours per week;
- (i) **Regulations** means *Workplace Relations Regulations*;
- (j) **School** means Sydney Anglican Schools Limited;
- (k) **Shift** means the defined hours of duty (including broken periods) allocated to work full-time or part-time in accordance with the work roster in any 24 hours period;
- (l) **Temporary Employee** means an Employee employed to work full-time or part-time for a period not to exceed 12 months. An Employee may be employed as a Temporary Employee in the following circumstances:
 - (i) where an Employee is employed to replace an Employee on leave or secondment;

- (ii) where the School's staffing is 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 school amalgamations; or
- (iii) where an Employee is employed on a specific programme not fully funded by the School;

Applicants must be advised in writing prior to accepting a position that it is temporary, the maximum expected length of the appointment and the reason why it is temporary.

- (m) **Wages** means wages and allowances other than meals and car allowances on an incidental basis.
- (n) **Union** means the Independent Education Union of Australia.

4. Scope and Parties Bound

4.1 Parties Bound

Subject to **clause 4.2**, this Agreement shall be binding upon:

- (a) Sydney Anglican Schools Limited; and
- (b) the Union and its officers and members,

in respect of all work done by Employees for the School.

4.2 Exclusions

This Agreement shall not apply to:

- (a) persons who are employed specifically to perform duties which include the responsibility for the pastoral care and supervision of students in a boarding house at the School; or
- (b) teachers; or
- (c) persons instructing students in the areas of music or other individual arts and engaged on an individual fee basis; or
- (d) sports coaches and trainers; or
- (e) persons employed as helpers, assistants or supervisors in or in connection with child care, child minding centres, Before and After Care and Vacation Care services; or
- (f) psychologists and School counsellors; or
- (g) employees who are engaged for the purpose of religious instruction or supervision of prayers or to undertake other religious duties; or
- (h) persons employed in a senior management or executive position who have managerial responsibilities including the delegated authority to act for the School from time to time in the recruitment, training, and dismissal of staff; or
- (i) caretakers; or
- (j) school crossing supervisors; or
- (k) cleaners; or

- (l) boarding house employees; or
- (m) miscellaneous workers in the kitchen or laundry of the School.

5. Commencement Date of Agreement and Period of Operation

5.1 Commencement

This Agreement commences on and from the date of lodgement with the Workplace Authority ('**Lodgement Date**') and the nominal expiry date of the Agreement is 31 January 2011.

5.2 Operation of Agreement

Despite **clause 5.1**, all of the provisions of this Agreement, except **clause 4 Scope and Parties Bound**, **clause 5 Commencement Date and Period of Operation** and **clause 6 Dispute Procedure**, do not commence to operate until 1 February 2008. Between the Lodgement Date and 1 February 2008, the terms of the Notional Agreement Preserving a State Award which is binding on employees immediately before the making of this Agreement will continue to apply pursuant to this Agreement, except to the extent that the nominal agreement preserving the Award contains prohibited content within the meaning of section 356 of the Act. The salary rates and allowances in **Schedule 1** will commence on the first full pay period on or after 1 February 2008.

PART B – Dispute Resolution

6. Disputes Procedure

Subject to the provisions of the Act all grievances or disputes in relation to matters arising under this Agreement shall be dealt with in the following manner:

- (a) Any grievance or dispute which arises shall, where possible, be settled by discussion between the Employee and the Principal or his / her nominee in accordance with any procedures that have been adopted by the School.
- (b) Should the matter not be resolved, it may be referred by either party to the Commission, or any other person agreed between the parties, for conciliation.
- (c) During the conciliation the Commission may:
 - (i) arrange conferences of the parties or their representatives at which the Commission is present; and
 - (ii) the Commission may require the attendance of the parties or their representatives; and
 - (iii) arrange for the parties or their representatives to confer among themselves at conferences at which the Commission is not present; and
 - (iv) if requested by a party, make non-binding recommendations to settle the dispute. Such recommendation shall not be binding on the parties to the dispute and shall not affect any other remedies the parties may have in relation to the dispute.
- (d) An Employee who is a party to a dispute must, while the dispute is being resolved:
 - (i) continue to work in accordance with his or her contract of employment, unless the Employee has a reasonable concern about an imminent risk to his or her health or safety; and
 - (ii) comply with any reasonable direction given by the School to perform other available work, either at the same workplace or at another workplace.
- (e) In directing an Employee to perform other available work, the School must have regard to:
 - (i) the provisions (if any) of the law of the Commonwealth or of a State or Territory dealing with occupational health and safety that apply to that employee or that other work; and
 - (ii) whether that work is appropriate for the Employee to perform.

PART C – Classification, Rates of Pay and Related Matters

7. Classifications and Rates of Pay

7.1 General Provisions

- (a) The minimum weekly rate of pay for an Employee shall, subject to the other provisions of this Agreement, be calculated by dividing the annual rates of pay set out in **Tables 1, 2 and 3** of Schedule 1, Rates of Pay, by 52.14.
- (b) The annual rates of pay and allowances set out in Schedule 1 of this Agreement include the increase provided by the Australian Fair Pay Commission in its 2007 Spring Wage Review and any other increases determined by the Australian Fair Pay Commission to be applicable to the employees included in this Agreement during the life of this Agreement.

7.2 Classifications

An Employee shall initially be appointed to the appropriate level as determined by the Employee's skills and the duties required to be performed in the position, as set out below:

(a) School Assistants:

- (i) A Level 1 position is one where the Employee:
 - (A) requires no previous experience and a limited range of skills are exercised;
 - (B) is required to undertake only basic duties under close supervision;
 - (C) is not expected to demonstrate independent initiative and judgement;
 - (D) is not required to supervise other employees; and
 - (E) may not assist students without at least a Level 3 School Assistant or teacher present.
- (ii) A Level 2 position is one where the Employee:
 - (A) has the experience and skills required to perform basic duties without technical construction;
 - (B) requires instruction for more complex tasks;
 - (C) may be expected to demonstrate independent initiative and judgement;
 - (D) is not required to supervise other employees; and
 - (E) may not assist students without at least a Level 3 School Assistant or teacher present.
- (iii) A Level 3 position is one where the Employee:
 - (A) possesses technical competencies required for the position;
 - (B) requires only limited instruction for the performance of complex duties;
 - (C) is normally required to exercise independent initiative and judgement;
 - (D) if required by the employer, may supervise up to three employees; and
 - (E) may supervise a small group of children without a teacher present.

- (iv) A Level 4 position is one where the Employee:
 - (A) possesses a knowledge of workplace practices and procedures including a detailed knowledge of complex procedures relevant to the position;
 - (B) resolves complex operational problems and co-ordinates work within a department or unit of the school;
 - (C) displays a high level of initiative and judgement;
 - (D) if required to supervise other Employees, will be responsible for maintaining the quality of work of those supervised;
 - (E) may supervise students without a teacher present; and
 - (F) is responsible for planning future department or school organisational needs within his/her areas of responsibility.

(b) Clerical and Administrative Staff:

- (i) An Employee who is a Level 1 Clerical Assistant, will have no prior experience or training and may be required:
 - (A) to undertake tasks involving basic clerical skills under supervision;
 - (B) to undertake tasks such as handling orders and mail, messenger work and photocopying; and
 - (C) to perform telephone relief duties for a short duration.
- (ii) An Employee who is a Level 2 Clerical Officer (which is a position which may include, non-exhaustively, Enrolment Officers, Receptionists, General Secretaries, Word Processing Officers/Typists, Data Entry Clerks and Administrative Assistants) may be required:
 - (A) to undertake the complete range of clerical duties;
 - (B) to perform a range of financial tasks;
 - (C) to assume responsibility for operational issues in work area;
 - (D) to co-ordinate work within own area of responsibility;
 - (E) to supervise up to two Employees;
 - (F) to prepare standard operational reports and statistical returns; and
 - (G) to deal with standard information systems.
- (iii) An Employee who is a Level 3 Senior Clerical Officer (which is a position which may include, non-exhaustively, Personal Assistants, Payroll Officers, Finance Assistants, Creditors Clerks, Debtors Clerks, Bookkeepers and Special Projects Officers) may be required:
 - (A) to have a high level of financial responsibility;
 - (B) to resolve complex operational problems;
 - (C) to supervise up to four Employees;
 - (D) to prepare detailed operational reports; and
 - (E) to deal with more complex financial and administrative systems; or

- (F) to take responsibility for the co ordination and ongoing management of special projects where an advanced level of clerical and administrative skill is required.
- (iv) An Employee who is a Level 4 Administrator (which is a position which may include, non-exhaustively, Assistant Bursars, Administration Managers, Secretaries (Finance and Administration)) may be required:
- (A) to provide financial advice to the Principal or Bursar and/or manage financial systems;
 - (B) to use proven skills/knowledge in complex office procedures;
 - (C) to assume responsibility for the professional development of other support staff Employees;
 - (D) to contribute to operational and strategic planning for area of responsibility; and
 - (E) to possess post-secondary qualifications or equivalent experience.
- (c) **Maintenance and Outdoor Staff**
- (i) An Employee who is a Level 1 General Hand may be required:
- (A) to have no previous experience and uses a limited range of skills;
 - (B) to undertake routine or repetitive duties involving the application of standard procedures which require the use of some discretion; and
 - (C) to work under close supervision, either individually or as a member of a team.

Without limiting the foregoing, a General Hand may be required to perform:

- general labouring tasks;
- general gardening tasks including preparation of grounds and planting procedures;
- horticultural duties in areas such as sports playing fields, garden maintenance and foliage control at a level not considered to be at trade qualified level;
- general ground, plant and building maintenance and operation requiring the application of specific skills;
- tasks involving moving equipment or furniture;
- purchasing and stock control duties, including receipt, ordering and inventory control of goods;
- tasks including handling, storing and distributing goods and materials;
- basic stock control documentation;
- duties of canteen assistant or uniform shop assistant; and
- tasks including general care and driving of school vehicles.

- (ii) An employee who is in a Level 2 Qualified Trade Position may be required:
- (A) to hold trade qualifications or other qualifications or experience recognised by the School as equivalent;
 - (B) to receive limited instructions regarding work assignments and usually works without supervision;
 - (C) to regularly exercise independent initiative and judgement; and
 - (D) may supervise one or two employees in a section of the school or college.

Without limiting the foregoing an Employee in a Qualified Trade position may be required to:

- perform general maintenance work which may include the use of trade accredited skills in areas such as carpentry, plumbing or electrical services;
- assume control and responsibility for the maintenance of gardens and/or sports grounds which may include the use of accredited trade skills in areas such as horticulture, gardening or the maintenance of sports grounds; or
- to take responsibility for the operation of the School canteen or uniform shop, including supervision of assistants or volunteers.

- (iii) An employee who is in a Level 3 Supervisor Trade Position is required:
- (A) to need minimal instruction in the performance of their duties;
 - (B) to exercise substantial responsibility and independent initiative and judgement with a detailed knowledge of workplace procedures and of the School's business;
 - (C) to have the responsibility for supervision, training and coordination of staff, responsibility for their efficient allocation and control, in one or more sections of the School; and
 - (D) to have undertaken and completed post secondary training provided by any accredited training provider relevant to the tasks required by the School for this Level, or has engaged in extensive equivalent in service training, or has significant and substantial technical and procedural knowledge which is regarded by the School to be equivalent to the required post secondary training.

7.3 Part-Time Employees

- (a) Part-Time Employees shall be paid for each hour worked during ordinary time one thirty-eighth of the minimum weekly rate (as calculated in accordance with **clause 7.1**) for the level at which they are employed for a minimum of three hours each start, unless employed for a specific program (such as ESL or Special Learning Needs) in which case they must be paid for a minimum of one hour, except as otherwise provided for in **clause 8.3**, Bus Drivers.
- (b) The hourly rates for Part-Time Employees shall be calculated to the nearest whole cent, any amount less than a half cent in the result to be disregarded.

- (c) A Part-Time School Assistant shall be entitled to an additional loading of 3%. Provided that such loading shall reduce according to the schedule below and will be completely phased out in subsequent agreements:

Loading Applicable	Percentage
As at 1 February 2009	2%
As at 1 February 2010	1%

7.4 Casual Employees

- (a) Casual Employees shall be paid:

- (i) for each hour worked during ordinary time, one thirty-eighth of the minimum weekly rate (as calculated in accordance with **clause 7.1**) for the level at which they are employed; plus
- (ii) 20 per cent of that amount (inclusive of payment in lieu of annual holidays, leave loading, personal leave and redundancy payments required to be paid under the Act).

for a minimum of three hours each start.

- (b) The hourly rates for Casual Employees shall be calculated to the nearest whole cent, any amount less than a half cent in the result to be disregarded.

7.5 Junior Employees

Junior Employees shall receive the percentages of the adult rate for their classification as set out in **Table 6** of Schedule 1, Rates of Pay.

7.6 Apprentices

- (a) Apprentices may be indentured to a school as gardeners in the industry of this Agreement subject to the provisions of the Industrial and Commercial Training Act 1989.
- (b) Subject to **clauses 7.1, 7.2 and 7.3**, apprentices shall receive the percentages of the adult rate for their classification as set out in **Table 7** of Schedule 1, Rates of Pay.
- (c) Any apprentice who begins his or her apprenticeship when 21 years of age or over shall commence and remain at the second year rate for two years, before progressing to the third and fourth year rates as normal.
- (d) Existing Employees of the School who are 21 years of age or over and who undertake an apprenticeship or traineeship shall not suffer a reduction in their ordinary time earnings by virtue of becoming an apprentice or trainee.
- (e) No apprentice under the age of 18 years shall be required to work overtime unless he/she so desires. No apprentice, except in an emergency, shall work or be required to work overtime at times which would prevent his/her attendance at technical college as required by any statute, award or regulation applicable to the apprentice.

7.7 Progression

- (a) Subject to **clause 7.7(c)**, an Employee shall be appointed to step one of the appropriate level and shall progress to each further step within the level, on completion of a year's full-time service or equivalent. Provided that in the case of an Employee employed as Level 4 - Administrator, the Employee shall progress on the completion of two years of full time service or equivalent. The number of steps within each level shall be as set out in **Tables 1 and 2** of Schedule 1.
- (b) General Hand Employees shall progress to the next step within Level 1, as illustrated in **Table 3** of Schedule 1 on completion of one year of full-time equivalent service, providing their performance is considered by the School to be satisfactory. Any dispute in this matter will be dealt with in accordance with **clause 6**, Disputes Procedures.
- (c) Where the School considers that the service of an Employee is not satisfactory and competent, and for that reason considers progression to the next step is not warranted, a formal review of these matters shall be undertaken by the School, before the date on which progression would otherwise occur. Any dispute in this matter will be dealt with in accordance with **clause 6**, Disputes Procedures.

7.8 Reclassification

- (a) An Employee may apply to progress to another level or seek reclassification if regularly called upon by the Employer to perform a substantial proportion of duties appropriate to the higher level. The School will examine the skills utilised and the duties performed by the Employee in assessing any such application.

*[Notation: For the avoidance of doubt, under this **clause 7.8(a)** an Employee will not be appointed to a position in a higher classification where the Employer does not require such a person to perform such duties. An Employee will be entitled to apply for a position at a higher classification and will be considered with other applicants for such a position (both internal and external) as appropriate. By way of example, if an Employee in a General Hand position gains a trade or other qualifications (or has trade or other qualifications) but the position to which the Employee is appointed is a General Hand position, the Employee will not be reclassified simply by virtue of his or her qualifications]*
- (b) Where an application is made to progress to a higher level, the School shall determine the application within one month of receipt of the application.
- (c) Progression to a higher level shall take place from the first full pay period on or after the application has been approved by the School.
- (d) The Employee shall be placed on the first step of the new level following reclassification.
- (e) An Employee classified as a General Hand may apply for promotion to the Level 2 - Qualified Trade classification where such Employee can demonstrate that he or she performs duties at a level equal to that of a trade qualified Employee, irrespective of whether or not such Employee actually holds trade qualifications. Where the Employee's regular duties require and involve the use of trade accredited skills, the School shall not unreasonably withhold approval of such promotion. Any such promotion shall take effect from the date of determination by the school. The provisions of this **clause 7.8(e)** shall not affect the right of an Employee to apply for promotion pursuant to **clause 7.8(a)**.

8. Allowances

8.1 Acting Up – Higher Duties

Employees required to perform temporarily duties in a higher grade for more than five consecutive days shall be paid at the higher grade rate for the whole period during which those duties are performed.

8.2 Travelling Expenses

- (a) When an Employee, in the course of their duty, is required by the School to go to any place away from their usual place of employment, they shall be paid all reasonable expenses actually incurred. Where possible, such expenses shall be approved in advance.
- (b) An Employee who is required to provide a motor car shall be paid extra per week at the rate set by sections (a) and (b) of **Table 8** of Schedule 1, Allowances.
- (c) Where an Employee is required to use their motor car by the School on a casual or incidental basis, they shall be paid the rate set by section (c) of **Table 8** of Schedule 1, Allowances.

8.3 Bus Drivers

- (a) Bus Drivers working a broken shift as provided for in **clause 12.3(f)**, the Bus Driver shall be paid for each broken shift so worked a shift allowance as set out in Table 8 of Schedule 1, Allowances.
- (b) When a Bus Driver works a broken shift as provided for in **clause 12.3(f)**, the Bus Driver shall be paid for each broken shift so worked an excess fares allowance as set out in Table 8 of Schedule 1, Allowances. However, the Bus Driver will not receive an excess fares allowance where:
 - (i) the break between the Bus Driver's two shifts is less than two and one-half hours inclusive of meal breaks; or
 - (ii) the Bus Driver is permitted to drive the bus home during the break between shifts.

8.4 Meals

Where an Employee is required to work overtime after ordinary working hours in excess of one and one half hours on any day, the Employee shall be supplied with a suitable meal or be paid an amount for a meal as set out in **Table 8** of Schedule 1, Allowances.

Any Employee required to work for more than five hours overtime shall be paid a further sum as set out in **Table 8** of Schedule 1, Allowances.

8.5 Laundering of Uniform

In the event of an Employee being required to wear a uniform, such uniform shall be provided by the School and laundered at the School's expense or, by mutual agreement, such Employee shall be paid an amount per week as set out in **Table 8** of Schedule 1, Allowances.

8.6 First Aid and Medication Allowance

Any Employee who:

- (a) has been trained to render first-aid, is the current holder of appropriate first-aid qualifications (such as a certificate from the St John Ambulance or similar body) and is required by the School to perform first-aid duty; and/or
- (b) is required by the School from time to time to dispense medication to pupils in accordance with the school's medication plan,

is entitled to an allowance as set out in **Table 8** of Schedule 1, Allowances.

*[Notation: An Employee the subject of **clause 8.6(b)** shall receive written instructions relating to the administration and dosage of all medications, prior to the requirement to dispense. Where a particular medication requires that training be undertaken, such training shall be arranged and conducted during normal working hours at no expense to the employee.]*

9. Payment of Wages and Other Conditions

9.1 Payment of Wages

- (a) The wages payable to an Employee, other than a Casual Employee, shall be payable at the School's discretion either fortnightly or half-monthly. Where an Employee was, prior to the commencement of this Agreement, paid on a weekly basis, the School shall not change the frequency of payment without at least four weeks' written notice to the Employee.
- (b) Wages payable to an Employee shall be payable at the School's discretion, by either cash, cheque or electronic funds transfer into an account nominated by the Employee.
- (c) The School may elect to stand down an Employee in accordance with **clause 12.4**, or in the case of employment commencing or continuing from the start of the school service year to average the Employee's payment of wages over the year.
- (d) When the School elects to average the Employee's payment of wages in accordance with **clause 9.1(c)**, the rates will be paid in equal instalments throughout the year. The following formula shall be used to determine the appropriate weekly rate:

$$\frac{N + 11}{240} \times \frac{\text{Annual rate of salary}}{52.14}$$

Where:

N = The number of days the Employee will be required to work each year.

Provided that:

- (i) the number of days worked excludes public holidays; and
- (ii) for the purpose of this formula only, and to avoid a mathematical inconsistency, a Part-Time Employee shall be deemed to work the same number of days during school terms as a Full-Time Employee at the School.

[For example: To calculate the averaged salary for an Employee who works three days per week for 38 weeks per year, the correct value for N is 190 (i.e., 38 x 5) less any public holidays which fall within the weeks the Employee is deemed to work. If it is assumed that one such public holiday falls within the period worked

by the Employee, the value of N becomes 189 (i.e., 190-1). The calculation would then proceed as follows:

$$\begin{aligned} & \frac{189 + 11}{240} \quad \times \quad \frac{\$32,588}{52.14} \quad (\$32,588 = \text{Annual Salary}) \\ & = 0.8333 \quad \times \quad \$625.01 \\ & = \$520.82 \text{ per week (averaged weekly full -time salary)} \end{aligned}$$

To convert to a part-time weekly rate – divide the averaged weekly rate (above) by 38 to obtain an averaged hourly rate. Multiply the averaged hourly rate by the number of hours to be worked by the part-time employee. In the case of a school assistant part-time loadings should be added to the averaged hourly rate.

$$\frac{\$520.82}{38} = \$13.71 \text{ per hour}$$

$$\$13.71 \times 24 \text{ (i.e. 3 days } \times \text{ 8 hours)} = \$320.64 \text{ per week}$$

Therefore, the part-time averaged annual salary in this example is \$320.64 per week.]

- (e) Part time averaged rates shall be calculated by determining the full time averaged salary then dividing by 38 and adding a part time loading for School Assistants (see clause 7.3 (c) for part time loading).
- (f) The rate of pay of an Employee determined in **clause 9.1(d)** shall be the appropriate rate for all purposes. However, such rate shall not be used in the calculation of casual or overtime rates of pay which may be payable to the Employee.

9.2 Board and Lodging

The School shall not be compelled to board and/or lodge any Employee, but where board and/or lodgings are provided the School shall be entitled to deduct the amounts specified in **Table 9** of Schedule 1 in respect of all Employees the following amounts:

- (a) For full board of 21 meals per week; and
- (b) For full lodging for seven days per week.
- (c) Where, by mutual consent, part board and/or lodgings are provided, the deductions referred to in **clause 9.2(a)** and **(b)**, may be made on a pro rata basis.

[Notation: Non-resident Employees shall not suffer any deduction for meals provided unless by mutual consent.]

9.3 Other Conditions

- (a) Where Employees are required to use chemicals or other injurious substances, they shall be supplied with overalls or lab coats, serviceable rubber gloves, rubber boots and masks free of charge, provided that all such protective clothing, uniforms, rubber gloves and rubber boots shall remain the property of the School and shall be returned to the School upon termination of employment
- (b) Employees shall be supplied with facilities for the heating of water and food.

- (c) Employees using chemicals on a regular basis shall be entitled to have, as a minimum, an annual medical examination. The cost of such examination shall be met by the School.
- (d) Where it is necessary or customary for Employees to change their dress or uniform, suitable dressing rooms and dressing accommodation and individual lockable lockers shall be provided.
- (e) All materials, equipment, etc required for cleaning purposes shall be supplied by the School.

10. Remuneration Package

10.1 Application

The School may wish to facilitate the provision of salary and benefit packages to individual Employees covered by this Agreement.

10.2 Definitions

For the purposes of this clause:

- (a) **Benefits** means the benefits nominated by the Employee from the benefits provided by the School and listed in **clause 10.4(c)**;
- (b) **Benefit Value** means the amount specified by the School as the cost to the school of the Benefit provided including Fringe Benefit Tax, if any; and
- (c) **Fringe Benefit Tax** means tax imposed by the *Fringe Benefits Tax Act 1986*.

10.3 Conditions of Employment

Except as provided by this **clause 10**, Employees covered by this Agreement must be employed at a salary based on a rate of pay, and otherwise on terms and conditions, not less than those prescribed by this Agreement.

10.4 Salary Packaging

The School may offer to provide and the Employee may agree in writing to accept:

- (a) the Benefits nominated by the Employee; and
- (b) a salary equal to the difference between the Benefit Value and the salary which would have applied to the Employee or under **clause 10.3**, in the absence of an agreement under this **clause 10.4**.
- (c) The available Benefits are those made available by the School from the following list:
 - (i) superannuation;
 - (ii) other benefits offered by the School.
- (d) The School must advise the Employee in writing of the Benefit Value before the agreement is entered into.

10.5 Impact of Leave

During the currency of an agreement under **clause 10.4**:

- (a) any Employee who takes paid leave on full pay shall receive the Benefits and salary referred to in **clause 10.4(a)** and **10.4(b)**;

- (b) if an Employee takes leave without pay the Employee will not be entitled to any Benefits during the period of leave;
- (c) if an Employee takes leave on less than full pay, he or she shall receive:
 - (i) the Benefits; and
 - (ii) an amount of salary calculated by applying the formula:

$$A = S \times P\% - [(100\% - P\%) \times B]$$
 where:
 - S = the salary determined by **clause 10.4(b)**
 - P = the percentage of salary payable during the leave
 - B = Benefit Value
 - A = Amount of salary; and
- (d) any other payment under this Agreement, calculated by reference to the Employee's salary, however described, and payable:
 - (i) during employment; or
 - (ii) on termination of employment in respect of untaken paid leave; or
 - (iii) on death,

shall be at the rate of pay which would have applied to the Employee under **clause 10.3**, in the absence of an agreement under **clause 10.4(a)** and **10.4(b)**.

11. Superannuation

11.1 Fund

- (a) The Sydney Anglican Schools Superannuation Plan and New South Wales Non-Government Schools Superannuation Fund shall be made available by the School to all Employees.
- (b) The availability of the Sydney Anglican Schools Superannuation Plan or the New South Wales Non-Government Schools Superannuation Fund shall in no way affect the right of the Employee to nominate the superannuation fund of his or her choice and to have the School pay the Employee's superannuation into that fund.

11.2 Benefits

- (a) Except as provided in **clause 11.2(c), (d)** and **(f)**, the School shall, in respect of each Employee employed by the School, pay contributions into a fund to which the Employee is eligible to belong and, if the Employee is eligible to belong to more than one fund, the fund nominated by the Employee, at the rate required by the *Superannuation Guarantee Administration Act 1992* (Cth).

- (b) Subject to **clause 11.2(d)**, contributions shall be paid at intervals in accordance with the procedures and subject to the requirements prescribed by the relevant fund or as agreed between the School and the trustees of a fund.
- (c) The School shall not be required to make contributions pursuant to this clause in respect of an Employee in respect of a period when that Employee is absent from his or her employment without pay.
- (d) Provided that the Employee has not applied to join a fund within 2 weeks of the Employee's date of engagement the School shall commence to pay contributions to 'default fund' effective from the date of commencement of employment. Nothing in this proviso shall prevent the Employee subsequently exercising choice of fund in accordance with **Clause 11.1(b)**
- (e) The Employee shall advise the School in writing of the Employee's application to join a fund pursuant to this Agreement.
- (f) The School shall make contributions pursuant to this Agreement in respect of:
 - (i) Casual Employees who earn in excess of the Casual Qualification Amount, calculated in accordance with **clause 11.3**, during their employment with the School in the course of any year, running from 1 July to the following 30 June (all such Casual Employees are hereinafter called "Qualified Employee"); and
 - (ii) Qualified Employees in each ensuing year of employment with the School.

Such contributions shall be made in respect of all days worked by the Employee for the School during that year and shall be paid by the School to the relevant fund at the time of issue to the Employee of the Employee's annual payment summary; provided that, prior to the immediately preceding 30 June, the Employee has applied to join a fund.
- (g) When a new Employee commences in employment, the School shall advise the Employee in writing of the Employee's entitlements under this **clause 11** and also of the provisions of **clause 11.2(d)** in the case of an Employee other than a Casual Employee, and **clause 11.2(f)** in the case of a Casual Employee.

11.3 Casual Qualification Amount

The "Casual Qualification Amount" referred to in **clause 11.2(f)(i)** is calculated by the following formula:

Level 1 – step 1 – clerical and administrative employee casual hourly rate of pay x 152 or \$2,274.00, whichever is greater.

11.4 Additional Superannuation Contributions

- (a) Subject to **clause 11.2(f)** above, on and from the first full pay period on or after 1 February 2008, in addition to its obligations under **clause 11.2**, a School must make an additional superannuation contribution in respect of an employee, of 1.7% of basic earnings per annum, to the Relevant Fund.
- (b) These additional contributions will be paid at such times and periods if any as set out in the Deed for the Relevant Fund, or if not specified in the Deed, then as agreed between the School and the employee.

PART D – Employment Relationship, Termination of Employment, Redundancy and Related Matters

12. Contract of Employment

12.1 General Provisions

Employees covered by this Agreement shall perform all work within their skill and competence including work which is incidental or peripheral to their main tasks or functions.

12.2 Letter of Appointment

On appointment, the School shall provide Full-Time and Part-Time Employees with a letter of appointment setting out the following:

- (a) the classification and rate of pay of the Employee;
- (b) the number of hours to be worked each week and the number of weeks to be worked throughout the year;
- (c) a statement in relation to superannuation entitlements as required by **clause 11.2(g)**; and
- (d) whether the rate of pay is payable during term time only or throughout the year in accordance with **clause 9.1(c)** and **(d)**.

If there is a requirement to work during pupil vacation periods, the number of such days to be worked shall be clearly specified.

12.3 Hours of work

- (a) The School shall fix the Employee's ordinary hours of work and the ordinary time of meal breaks which shall be displayed in a conspicuous place accessible to the Employees and such hours shall not be changed, without payment of overtime, for work done outside the fixed hours unless seven days' notice of any change of hours is given by the School to the Employee; **provided that** such seven days' notice shall not be required if any change of hours is by mutual agreement between the School and the Employee.
- (b) The ordinary hours of Employees, exclusive of meal breaks, shall not, without payment of overtime, exceed an average of 38 hours per week to be worked in five days, Monday to Friday inclusive.
- (c) **Clause 12.3(b)** shall apply to an Employee carrying out maintenance work provided that work performed up to 12 noon on Saturday only on essential watering duties or marking playing field areas which cannot be performed Monday to Friday may be regarded as ordinary hours if the Employee is allowed, without loss of pay, equivalent time off during the following week, provided that there must be mutual agreement as to when such time off will be taken.
- (d) A School may request, but not require, a Part-Time Employee to work additional hours in accordance with the provisions of this **clause 12.3(d)**.
 - (i) Where the Employee's wages are averaged in accordance with **clause 9.1(c)** and **(d)**, the Employee shall be paid for all such additional hours at the casual rate in accordance with **clause 7.4**, provided that such hours fall within the spread of ordinary hours as set out in **clause 12.3** and do not result in the Employee working more than 8 hours on that day. Where additional hours are worked on a

day the Employee is already attending for work, the minimum casual start of three hours shall not apply.

- (ii) Where the Employee's wages are not averaged, the Employee shall be paid for all such hours at their normal hourly rate of pay, provided that such hours fall within the spread of ordinary hours as set out in **clause 12.2** and do not result in the employee working more than 8 hours on that day.
- (e) Where additional hours worked by a Part-Time Employee fall outside the spread of ordinary hours as set out in **clause 12.3** or result in an Employee working more than 8 hours on a day, those hours shall be overtime and paid in accordance with **clause 12.6**. However, an Employee may request that additional hours be taken as time in lieu in accordance with the provisions of **clause 12.6(c)**.
- (f) The School may apply any other method of implementing the ordinary hours of work provided by this **clause 12.3** on the understanding that the School reaches agreement with the Employee. Where, as at the Lodgement Date, a Maintenance and Outdoor worker has existing arrangements for Rostered Days Off or a 19 Day Month, such arrangements will continue to apply until such time as the School and the Employee reach agreement on some other arrangement.
- (g) Where a bus driver works a broken shift on any given day, the bus driver shall be entitled to a minimum payment of two hours pay for each start, provided that the bus driver shall not be required to work more than two shifts as part of the broken shift arrangement. Where a bus driver works a broken shift he/she shall be paid the allowances set out in clause 8 as applicable. In the event that a bus driver starts work only once in a given day, that bus driver shall be entitled to a minimum payment of three hours pay for that start.

12.4 Pupil Vacation Periods

- (a) An Employee may be stood down on leave of absence without pay during all pupil vacation periods when no work is available, provided that the contract for employment shall be deemed not to have been broken for the purposes of this Agreement and any relevant statute by such leave of absence during pupil vacation periods. Any public holidays falling within such period of stand down on leave of absence without pay shall be paid at ordinary rate if they fall on a day which the Employee normally works.
- (b) Where the employment of an Employee is terminated by the School in accordance with the provisions of **clause 13.1** through no fault of the Employee within one week of the end of any school term or during the following vacation, and such Employee whose services are so terminated is re-employed by the same School before the expiration of two weeks after the commencement of the next school term, the contract of employment shall not be deemed to have been broken for the purposes of the *Long Service Leave Act 1955 (NSW)*. Any period of stand down for any Employee who is so re-employed shall not count as qualifying service for the purpose of such Act.
- (c) In accordance with the Employee's letter of offer of appointment, an Employee may be required to work during pupil vacation periods during which the Employee is ordinarily stood down. If the Employee's letter of appointment does not specifically designate the period required to be worked during pupil vacation periods, the Employee shall be given eight weeks' notice of such requirement to work prior to the commencement of the pupil vacation period. The Employee may be required to work during the ordinary hours and

days which the person normally works, provided that the Employee may agree to work on different days or for different hours or with a lesser period of notice.

- (d) An Employee required to work as outlined in **clause 12.4(c)** (where the period required to be worked is not specifically designated in the Employee's letter of appointment) shall be paid at casual rates in addition to any other remuneration received if the employee is paid an averaged rate of pay pursuant to **clause 9.1(c)**.

An Employee not stood down during school vacation periods prior to the making of this Agreement shall not be stood down after the making of this Agreement unless he or she agrees in writing.

12.5 Meal Breaks

- (a) A meal break of not more than one hour nor less than half an hour shall be allowed to Employees each day for lunch and/or an evening meal where work continues after 6.00pm. This meal break shall be at a time mutually agreed upon between the School and the Employee.
- (b) All Employees shall be allowed a rest break of ten minutes daily and this break shall be counted as time worked.

12.6 Overtime

- (a) Subject to the provisions of **clause 12.6(e)**, the School may require an Employee to work reasonable overtime at overtime rates, or as otherwise provided for in **clause 12.6(b)**. All time required by the School to be worked outside the ordinary hours of work prescribed by **clause 12.3** shall be classified as overtime and shall be paid for at the un-averaged rate of time and one-half for the first two hours and double time thereafter. In computing overtime, each day shall stand alone.
- (b) All overtime worked by an Employee between midnight Friday and midnight Sunday shall be paid at the rate of double time.
- (c) Where an Employee has performed duty on overtime, the Employee may be released from duty for a period not exceeding the period of overtime actually worked (that is an hour for each hour of overtime worked) subject to the conditions herein:
 - (i) An Employee may only be released from duty in lieu of payment for overtime at the request of the Employee and with the agreement of the School. Such agreement shall be in writing and be kept with the time and wages records.
 - (ii) An Employee may not accumulate more than 20 hours to be taken as leave in lieu of overtime payment and shall be taken within four weeks of the accrual. Where such leave is not taken in this period it shall be paid for at the appropriate overtime rate.
 - (iii) This provision shall only apply in respect of overtime worked between Monday to Friday inclusive. Normal penalties for overtime worked on Saturday and Sunday shall apply for those days.
- (d) Where:
 - (i) an Employee is required to attend the School's premises for a reason other than carrying out rostered duties after leaving the place of employment; and
 - (ii) the duty is not continuous with completion of ordinary working hours,

the Employee shall be paid a minimum of two hours' pay at the relevant rate. The taking of a meal break shall not of itself mean that the duty is not continuous.

- (e) An Employee may refuse to work overtime in circumstances where the working of such overtime would result in the Employee working hours which are unreasonable.

For the purposes of **clause 12.6(a)**, what is unreasonable or otherwise will be determined having regard to:

- (i) any risk to Employee health or safety;
 - (ii) the Employee's personal circumstances including any family and carer responsibilities;
 - (iii) the needs of the School;
 - (iv) the notice (if any) given by the School of the overtime and by the Employee of his or her intention to refuse it; and
 - (v) any other relevant matter.
- (f) Where hours are rostered in accordance with **clause 12.3(a)** such hours cannot properly be regarded as overtime.

13. Termination of Employment

13.1 Notice of Termination

- (a) The employment of a Full-Time or Part-Time Employee may be terminated by two weeks' notice given by either the School or the Employee, or by the payment or forfeiture, as the case may be, of two weeks' wages in lieu of notice. This shall not affect the right of the School to summarily dismiss any Employee without notice for misconduct and in such cases wages shall be paid up to the time of dismissal only.
- (b) During the first month of employment, the employment of a Full-Time or Part-Time Employee may be terminated by one week's notice given by either the School or the Employee, or by the payment or forfeiture, as the case may be, of one week's wages in lieu of notice.
- (c) In the case of a Casual Employee, one day's notice shall be given by either party.

13.2 Forfeiture

If an Employee fails to give notice in accordance with **clause 13.1(a)**, the School may deduct an amount equal to the salary for the period of notice not given from any payments to be made to the Employee on termination, including any annual leave or long service leave payments, and any outstanding balance becomes a debt due.

13.3 Statement of Service

On the termination of employment the School shall, at the request of the Employee, give to such Employee a statement signed by the School stating the period of employment, the Employee's classification, and when the employment terminated.

13.4 Suspension

Notwithstanding any of the provisions of this Agreement, the School may suspend an Employee with or without pay while considering any matter which in the view of the School could lead to the Employee's summary dismissal. Suspension without pay shall not be implemented by the School

without prior discussion with the Employee (and would normally follow a period of suspension with pay) and shall not, except with the Employee's consent, exceed a period of four weeks.

14. Redundancy

14.1 Application

- (a) This clause shall apply in respect of Full-Time and Part-Time Employees.
- (b) This clause shall only apply to the School if it employs 15 or more Employees immediately prior to the time of a particular redundancy case.
- (c) Notwithstanding anything contained elsewhere in this Agreement, the provisions of this clause shall not apply to Employees with less than one year's continuous service and the general obligation on the School shall be no more than to give such Employees an indication of the impending redundancy at the first reasonable opportunity, and to take such steps as may be reasonable to facilitate the obtaining by the Employees of suitable alternative employment within the School.
- (d) This clause shall not apply where employment is terminated as a consequence of conduct that justifies summary dismissal, including malingering, inefficiency or neglect of duty, or in the case of Casual Employees, apprentices or Employees engaged for a specific period of time or for a specified task or tasks or where employment is terminated due to the ordinary and customary turnover of labour.

14.2 School's Duty to Notify and Discuss

- (a) Where the School has made a definite decision to introduce major changes in production, program, organisation, structure or technology that are likely to have significant effects on Employees, the School shall notify the Employees who may be affected by the proposed changes.
- (b) The School shall discuss with the Employees affected the introduction of such changes and the likely effect on the Employees.
- (c) 'Significant effects' include termination of employment, major changes in the composition, operation or size of the School's workforce or in the skills required, the elimination or diminution of job opportunities, promotion opportunities or job tenure, the alteration of hours of work, the need for retraining or transfer of Employees to other work or locations and the restructuring of jobs.

14.3 Discussion before Terminations

- (a) Where the School has made a definite decision that the School no longer wishes the job an Employee has been doing to be done by anyone and the decision may lead to the termination of employment, the School shall hold discussions with the Employee/s directly affected.
- (b) The discussions shall take place as soon as is practicable after the School has made a definite decision which will invoke the provision of **clause 14.3(a)** and shall cover, *inter alia*, any reasons for the proposed terminations, measures taken to avoid, minimise or mitigate any adverse effects of any termination of the Employee/s affected.
- (c) For the purpose of the discussions the School shall, as soon as practicable, provide to the Employee/s directly affected, all relevant information about the number and categories of Employee/s likely to be affected and the period over which the terminations are likely to

be carried out. Provided that the School shall not be required to disclose confidential information the disclosure of which would adversely affect the School.

14.4 Notice

- (a) In order to terminate the employment of an Employee on the basis of redundancy, the School shall give to the Employee the following notice:

<u>Period of continuous service</u>	<u>Period of Notice</u>
Less than 1 year	1 Week
1 year and less than 3 years	2 Weeks
3 years and less than 5 years	3 Weeks
5 years and over	4 Weeks

- (b) In addition to the notice in **clause 14.4(a)**, Employees over 45 years of age at the time of the giving of the notice with not less than two years' continuous service, shall be entitled to an additional week's notice.
- (c) Payment in lieu of the notice above shall be made if the appropriate notice period is not given. Provided that employment may be terminated by part of the period of notice specified and part payment in lieu thereof.

14.5 Time off During the Notice Period

During the period of notice of termination given by the School under this **clause 14**, an Employee shall be allowed up to one day's time off without loss of pay during each week of notice, to a maximum of five weeks, for the purposes of seeking other employment. The School may request proof of attendance at an interview before payment is made.

14.6 Employee Leaving During the Notice Period

If the employment of an Employee terminates (other than for misconduct) before the notice period expires, the Employee shall be entitled to the same benefits and payments under this part had the Employee remained with the School until the expiry of such notice. Provided that in such circumstances the Employee shall not be entitled to payment in lieu of notice.

14.7 Severance Pay

Where an Employee's employment is terminated on the ground of redundancy the School shall pay the following severance pay in respect of a continuous period of service:

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

'Week's pay' means the annual salary paid to the Employee at the time of termination, divided by 52.14.

14.8 Alternative Employment

Despite any other provision in this **clause 14**, where the School obtains acceptable alternative employment for an Employee, the School will not be required to make any severance payment.

14.9 Interaction of this Clause with Termination of Employment Clause

For the avoidance of doubt, an Employee will be entitled only to the greater of:

- (a) notice of termination under **clause 13.1**; and
- (b) notice of termination under **clause 14.4** and severance payment under **clause 14.7**,

where the Employee 's employment is terminated on the ground of redundancy.

PART E – Leave

15. Annual leave

15.1 Definition

For the purposes of this **clause 15**:

- (a) '**School Service Date**' means the usual commencement date of employment at the School for employees who are employed by the School and who commence employment on the first day of the first term; and
- (b) '**Employee**' means any Employee other than a Casual Employee.

15.2 Annual Leave Payment

- (a) All Employees, other than Casual Employees, shall receive four weeks' paid annual leave in accordance with the Act, such leave normally to be taken during the summer pupil vacation period which falls immediately after Term 4 each year.
- (b) An Employee who has made an election under **clause 23.1** not to receive additional superannuation contributions will be entitled to the benefits of this **subclause 15.2(b)**. For the avoidance of doubt, an Employee will not otherwise be entitled to the benefits of this **subclause 15.2 (b)**:
 - (i) A leave loading equivalent to 17.5 per cent of four weeks' salary shall be paid to an Employee, other than a Casual Employee, who has completed twelve months' continuous service with the School.
 - (ii) The loading is the amount payable for the period of leave at the rate of 17.5 per cent of the Employee's weekly rate of pay as established by **clause 7.1** by which the Employee was employed immediately before commencing the annual holiday. The loading shall not include any allowances or any other payments prescribed by this Agreement.
 - (iii) No loading is payable to an Employee who takes annual leave prior to the date on which the Employee would have completed twelve month's continuous service with the School. Provided that, if the Employee continues until the day when they would have completed twelve month's continuous service with the School, the loading then becomes payable in respect of the period of such leave and is to be calculated in accordance with **clause 15.2(b(ii))**.
 - (iv) Notwithstanding the provisions of **clause 15.2(b(iii))**, an Employee shall be paid an annual leave loading where the annual leave is taken by the Employee prior to the completion of twelve month's service, by agreement with the School, during the summer pupil vacation period. The Employee shall be entitled to the fraction of four weeks' holiday loading as is equal to the number of weeks worked by the Employee in that school year compared to the number of weeks in the year since the School Service Date.

15.3 Termination of Employment

- (a) Where the employment of an Employee is terminated by the School for a cause other than misconduct, and at the time of the termination the Employee has not been given and has not taken the whole annual leave to which the Employee became entitled, the

Employee shall be paid a loading calculated in accordance with **clause 15.2b (iv)**, for the period not taken.

- (b) Where an Employee whose employment ceases is paid in accordance with **clause 9.1(c)** and **(d)**, and the total amount received by the Employee during that school year since the School Service Date or the date of commencement of employment of the Employee (if after the School Service Date that year) is less than such amount the Employee would have earned if their salary had not been averaged in accordance with **clause 9.1(c)** and **(d)**, then the Employee shall be paid on termination the difference between the averaged amount paid and such higher amount.
- (c) Except as provided in **clause 15.3(a)**, no loading is payable on the termination of an Employee's employment. Therefore, an Employee who resigns has no entitlement to receive leave loading.
- (d) The provisions of the Act shall apply with respect to pro-rata payment on termination.

16. Sick Leave

16.1 Entitlement

An Employee, with the exception of a Casual Employee, shall be entitled to ten days' sick leave during each year of service.

- (a) Employees shall not be entitled to paid leave of absence for any period in respect of which the Employee is entitled to payment under the *Workers Compensation Act 1987 (NSW)*.
- (b) The Employee shall notify the Principal of the School, or other such person deputised by the Principal, of the general nature of the injury or illness and the estimated duration of the absence, where practicable, prior to the commencement of the first organised school activity on that day.
- (c) The School may require the Employee to provide such evidence as the School or school medical officer may desire that the Employee was unable, by reason of such illness or injury to attend for duty on the day or days for which sick leave is claimed.
- (d) For the purposes of this **clause 16** 'day' means the number of hours which the Employee would have worked on that day if not absent.

16.2 Accumulation of Sick Leave

- (a) If all sick leave is not taken in a year, the untaken part shall accumulate from year to year. Sick leave will accumulate indefinitely.
- (b) Sick leave accumulated by the Employee prior to 29 January 2008 will be taken into account in determining the Employee's accumulated sick leave entitlements.
- (c) If a public holiday as defined in **clause 22** occurs during an Employee's absence on sick leave then such public holiday shall not be counted as sick leave.
- (d) For the purposes of this clause a year of service is a twelve month period.

16.3 Part Time Employees

The sick leave entitlement of a Part Time Employee shall be in that proportion which the average number of hours worked by the Employee in a week bears to 38. When the number of hours

worked by a Part Time Employee varies, the sick leave entitlement of the Employee shall be calculated and credited to the Employee in hours at the time of such variation.

16.4 Medical Evidence Supporting Claim

- (a) Other than in respect of the first two days absence in respect of sickness in any year, an Employee shall, upon request, provide a medical certificate addressed to the School, or, if the School requires, to the school medical officer.
- (b) Where an Employee has taken frequent single days of sick leave, or taken extended sick leave such that the School requires additional information in relation to the Employee's sickness, then the School may take action in accordance with this **clause 16.4(b)**:
 - (i) The School may arrange a meeting in order to clarify the position with the Employee. The invitation to the Employee to attend the meeting shall be in writing (signed by the Principal, the Business Manager or a delegate) with sufficient notice for the Employee to reasonably be able to attend the meeting. The invitation shall also refer to the provisions of this Agreement clause and shall indicate the grounds for the School's concern about sick leave taken by the Employee. The School shall invite the Employee to respond verbally at the meeting to the issues raised by the School. An Employee shall not unreasonably fail to attend such a meeting where invited by the School to do so.
 - (ii) After consideration of the Employee's response, if any, the School may:
 - (A) require further evidence of illness; and/or
 - (B) require the Employee to provide a medical report from a doctor nominated by the School (at the cost of the School) in relation to:
 - (I) the likely period of absence;
 - (II) if relevant, any limitations on the Employee's ability to perform the requirements of their role;
 - (III) if relevant, any services or facilities which may be required to accommodate any such limitations;
 - (IV) if relevant, whether the Employee is likely to be able to perform the requirements of their role in the foreseeable future, or
 - (V) to establish eligibility for sick leave(and no other information); and/or
 - (C) discuss with the Employee any other action.
 - (iii) Where an Employee fails to attend a meeting as requested by the School pursuant to **clause 16.4(b)(i)** and does not provide a reasonable explanation for such failure, or does not provide further evidence of illness as outlined in **clause 16.4(b)(ii)**, then following prior written notice the School may cease payment of sick leave if the School has reasonable grounds for a belief that the Employee is not entitled to sick leave for that absence.
 - (iv) The Employee may, if a member of the Union, request that any matter pursuant to this clause be discussed at any stage between the Union and the representative of the School.

17. Carer's Leave

17.1 Use of Sick Leave

- (a) A Full-Time or Part-Time Employee with responsibilities in relation to a class of person set out in **clause 17.1(c)(ii)** who needs the Employee's care and support shall be entitled to use, in accordance with this **clause 17.1**, any current or accrued sick leave entitlement provided for at **clause 16**, for absences to provide care and support for such persons when they are ill, or who require care due to an unexpected emergency. Such leave may be taken for part of a single day.

*[Notation: In the event that more than 10 days sick leave in any year is to be used for caring purposes, the School and the Employee shall discuss appropriate arrangements which, as far as practicable, take account of the School's and Employee's requirements. Where the parties are unable to reach agreement the disputes procedure at **clause 6** should be followed.]*

- (b) The Employee shall, if required by the School, establish either by production of a medical certificate, statutory declaration by the Employee, written statement or other evidence that:
- (i) the person concerned is ill and requires care; or
 - (ii) the nature of the emergency and that such emergency resulted in the person concerned requiring the Employee's care.

In normal circumstances, an Employee shall not take carer's leave under this **clause 17.1** where another person has taken leave to care for a person referred to in **clause 17.1(c)(ii)**.

- (c) The entitlement to use sick leave in accordance with this **clause 17.1** is subject to:
- (i) the Employee being responsible for the care and support of the person concerned; and
 - (ii) the person concerned being:
 - (A) a member of the Employee's immediate family; or
 - (B) a member of the Employee's household.

The term 'immediate family' includes:

- (I) a spouse (including former spouse, a de facto spouse and a former de facto spouse) of the Employee. A de facto spouse, in relation to a person, means a person of the opposite sex to the first mentioned person who lives with the first mentioned person as the husband or wife of that person on a genuine domestic basis although not legally married to the person; and
- (II) a child or adult child (including an adopted child, a step child, a foster child or an ex-nuptial child), a parent (including a foster parent or legal guardian), grandparent, grandchild or sibling of the Employee or spouse of the Employee.

- (d) The Employee shall not be entitled to paid carer's leave unless he or she notifies the School of the need for carer's leave and the estimated period of absence at the first available opportunity and, where possible, before the first organised activity at the School on the day of absence. The Employee will be required to have sick leave credits available to the extent of the leave to be taken.
- (e) Notwithstanding **clause 17.1(a)**, a Part-Time Employee is only entitled to an amount of carer's leave in the same proportion the hours of a Part-Time Employee bears to the hours of a Full-Time Employee.
- (f) Any carer's leave taken in accordance with this clause shall be deducted from the sick leave entitlement of the Employee in accordance with **clause 16** Sick Leave.

17.2 Unpaid Carer's Leave

An Employee may elect, with the consent of the School, to take unpaid carer's leave for the purpose of providing care and support to a member of a class of person set out in **clause 17.1(c)(ii)** above who is ill or requires care due to an unexpected emergency.

17.3 Use of Annual Leave

- (a) An Employee may elect, with the consent of the School, to take annual leave not exceeding ten days in single-day periods, or part thereof, in any calendar year at a time or times agreed by the parties.
- (b) Access to annual leave, as prescribed in **clause 15.2(a)**, shall be exclusive of any shutdown period provided for elsewhere under this Agreement.
- (c) An Employee and the School may agree to defer payment of annual leave loading in respect of single day absences, until at least five annual leave days are taken.
- (d) An Employee may elect with the School's agreement to take annual leave at any time within a period of 24 months from the date at which it falls due.

17.4 Make-up Time

An Employee may elect, with the consent of the School, to work 'make-up time', under which the Employee takes time off ordinary hours, and works those hours at a later time.

17.5 Carer's Entitlement for Casual Employees

- (a) Subject to the evidentiary and notice requirements in **clause 17.1(b)** and **(d)** Casual Employees are entitled to not be available to attend work, or to leave work if they need to care for a person prescribed in **clause 17.1(c)(ii)** who is sick and requires care and support, or who requires care due to an unexpected emergency, or the birth of a child.
- (b) The School and the Employee shall agree on the period for which the Employee will be entitled to not be available to attend work. In the absence of agreement, the Employee is entitled to not be available to attend work for up to 48 hours (i.e.: two days) per occasion. The Casual Employee is not entitled to any payment for the period of non-attendance.
- (c) The School must not fail to re-engage a Casual Employee because the Employee accessed the entitlements provided for in this **clause 17.5**. The rights of the School to engage or not to engage a Casual Employee are otherwise not affected.

17.6 Unpaid Carer's Leave under Fair Pay Standard

- (a) Under the Australian Fair Pay and Conditions Standard in the Act and subject to the conditions set out in that Act (including that any entitlement to paid personal/carer's leave has been exhausted), an Employee, including a Casual Employee, is entitled to a period of up to two days' unpaid carer's leave for each occasion when a member of the class of persons described in **clause 17.1(c)(ii)** above requires care or support during such a period because of:
 - (i) a personal illness, or injury, of the member; or
 - (ii) an unexpected emergency affecting the member.

18. Parental Leave

18.1 General

Employees are entitled to take parental leave in accordance with the provisions of the Act, subject to the limitations and conditions contained in that Act.

18.2 Maternity Leave

- (a) An Employee who takes unpaid maternity leave under the provisions of the Act must be paid under this **clause 18.2**.
- (b) The amount of paid leave for an Employee shall be twelve weeks.
- (c) If an Employee has taken a previous period of maternity leave, the Employee is not entitled to the benefit described in this **clause 18.2** for a consecutive period of maternity leave unless the Employee returns to work at the School following the previous period of maternity leave. However, the Employee will be entitled to unpaid maternity leave in accordance with section 266 of Part 7, Division 6, Parental Leave, of the *Workplace Relations Act 1996*.
- (d) The Employee must be paid at the rate the Employee was paid at the time of commencing leave.
- (e) The Employee must be paid:
 - (i) at the usual times and intervals that other Employees are paid at the school, or
 - (ii) if the Employee asks, two weeks in advance and if the School agrees, in a lump sum.
- (f) The School must pay the first or lump sum payments at the pay period commencing closest to:
 - (i) six weeks before the anticipated date of birth, or
 - (ii) if the birth occurs before the time referred to **clause 18.2(f)(i)**, the date of the birth; or
 - (iii) if the Employee has not commenced maternity leave at the time referred to in **clause 18.2(f)(i)**, when the Employee commences leave.
- (g) If an Employee's pregnancy is terminated other than by the birth of a living child:

- (i) more than 20 weeks before the anticipated date of birth, the Employee is not entitled to the payment;
 - (ii) less than 20 weeks before the anticipated date of birth, the Employee is entitled to the payment while she remains on leave.
- (h) The period of maternity leave will not count as a period of service under this Agreement or any statute.
 - (i) An Employee must give notice of the intention to take maternity leave, and provide other notice and documentation, as required by the Act.

[*Notation:*

- (i) *Where possible maternity leave should preferably commence on the day following the last teaching day of a term and conclude on the day preceding the first teaching day of a term. However this does not diminish the right of an Employee to proceed on leave on the date she nominates in accordance with the Act.*
- (ii) *In order to facilitate the desirable practice referred to in **Notation (i)** above, the School is prepared to extend the time of maternity leave beyond that maximum entitlement prescribed by the Act, should the Employee agree to return from maternity leave at the commencement of the term immediately following the maximum period of leave required to be afforded by that Act.]*

18.3 Paternity Leave

- (a) An Employee who takes unpaid paternity leave under the provisions of the Act must be paid under this **clause 18.3**.
- (b) An Employee shall be entitled to two weeks' paid leave commencing on the day of birth of his child or on the day on which his spouse leaves hospital following the birth. This paid leave is to be deducted from Carer's' Leave available to the Employee pursuant to **clause 17** of this Agreement (NB: spouse means a spouse as defined in **clause 17.1(c)(ii)(B)** Carer's Leave).
- (c) An Employee must give notice of the intention to take paternity leave, and provide other notice and documentation, as required by the Act.
- (d) A period of unpaid paternity leave will not count as a period of service under this Agreement or any statute.

18.4 Adoption Leave

- (a) An Employee who takes unpaid adoptions leave under the provisions of the Act must be paid under this **clause 18.4**.
- (b) An Employee shall be entitled to twelve weeks' paid leave for the purpose of adopting any child as defined in the Act provided that if the Employee takes a period of adoption leave under the Act which is less than twelve weeks, the Employee shall be entitled to that lesser amount of paid leave.
- (c) The payment prescribed in **clause 18.4(b)** above shall only be payable in respect of one adopting parent of a child.

- (d) The period of paid adoption leave will not count as a period of service under this Agreement or any statute.
- (e) An Employee must give notice of the intention to take adoption leave, and provide other notice and documentation, as required by the Act.

18.5 Casual Employees

- (a) A School must not fail to re-engage a regular Casual Employee because:
 - (i) the Employee or Employee's spouse is pregnant; or
 - (ii) the Employee is or has been immediately absent on parental leave.
- (b) The rights of the School in relation to engagement and re-engagement of Casual Employees are not affected, other than in accordance with this clause.

18.6 Right to Request

- (a) An Employee entitled to parental leave may request that the School allow the Employee:
 - (i) to extend the period of simultaneous parental leave use up to a maximum of eight weeks;
 - (ii) to extend the period of unpaid parental leave for a further continuous period of leave not exceeding 12 months; or
 - (iii) to return from a period of parental leave on a part-time basis until the child reaches school age.
- (b) The School shall consider the request having regard to the Employee's circumstances and, provided the request is genuinely based on the Employee's parental responsibilities, may only refuse the request on reasonable grounds related to the effect on the workplace or the School's business. Such grounds might include cost, lack of adequate replacement staff, loss of efficiency and the impact on customer service.
- (c) The Employee's request and the School's decision made under **clause 18.6(b)** must be recorded in writing.
- (d) Where an Employee wishes to make a request under **clause 18.6(a)(iii)**, such a request must be made as soon as possible before the date on which the Employee is due to return to work from parental leave.

18.7 Communication during parental leave

- (a) Where an Employee is on parental leave and a definite decision has been made to introduce significant change at the workplace, the School shall take reasonable steps to:
 - (i) Make information available in relation to any significant effect the change will have on the status or responsibility level of the position the Employee held before commencing parental leave; and
 - (ii) Provide an opportunity for the Employee to discuss any significant effect the change will have on the status or responsibility level of the position the Employee held before commencing parental leave.
- (b) The Employee shall take reasonable steps to inform the School about any significant matter that will affect the Employee's decision regarding the duration of parental leave to be taken, whether the Employee intends to return to work and whether the Employee intends to request to return to work on a part-time basis.

- (c) The Employee shall also notify the School of changes of address or other contact details which might affect the School's capacity to comply with **clause 18.7(a)**.

19. Long Service Leave

19.1 Applicability of the *Long Service Leave Act 1955 (NSW)*

- (a) Except in so far as expressly varied by the provisions of this clause the provisions of the Long Service Leave Act 1955 (NSW) shall apply.
- (b) For the avoidance of doubt, any long service leave which has accrued under previous respective Award arrangements will be recognised by the School. The new rate of accrual will be in accordance with the *Long Service Leave Act 1955* unless the Employee has made an election under **clause 23.1** to continue to accrue long service leave at the rate applying prior to this Agreement and not to receive additional superannuation contributions.
- (c) For the purpose of this **clause 19**, Long Service Leave, an Employee shall be deemed to have completed a year of service if he or she had been employed for the whole of the term time since the last anniversary of commencement of employment..

19.2 Pro Rata Payment on Termination – Less than ten years' service (Employees who have not made an election pursuant to clause 23.1)

This **subclause 19.2** applies to an Employee who has not made an election under **clause 23.1** to accrue long service leave at the higher rate.

The amount of Long Service Leave to which an Employee whose services terminate for any reason other than misconduct shall be:

- a) An Employee who has completed less than 5 years of service — nil
- b) An Employee who has completed 5 or more years but less than 10 years of service — a proportionate amount of the 10 years entitlement calculated in accordance with the table below, less any amount of leave already taken or paid under **Clause 19.6**.
- c) An Employee who has completed more than 10 years — entitlement for 10 years plus a proportionate amount for each additional completed year of service calculated in accordance with the table below, less any amount of leave already taken or paid under **Clause 19.6**.

Calculation of Entitlement		
	School Support Staff	Maintenance and Outdoor Staff
Prior to 30 April 1995	0.866 weeks per year	0.866 weeks per year
1 May 1995 to 30 January 2008	1.05 weeks per year	0.866 weeks per year
From 1 February 2008	0.866 weeks per year	0.866 weeks per year

19.3 Quantum of Leave – Election to accrue long service leave at higher rate instead of additional superannuation

Despite **clause 19.1**, if the Employee has made an election under **clause 23.1** to continue to accrue long service leave at the rate applying prior to this Agreement and not to receive additional superannuation contributions, the amount of long service leave to which an Employee shall be entitled shall be:

(a) **School Support Staff**

In the case of an Employee classified as School Support staff pursuant to **clause 7.2 (a) & (b)**, whose service with the School would entitle the Employee to long service leave under this clause, the amount of long service leave to which the Employee shall be entitled shall be the sum of the following amounts:

- (i) the amount calculated on the basis of the provisions of the *Long Service Leave Act 1955* in respect of the period of service before 1 May 1995; and
- (ii) an amount calculated on the basis of the provisions of this clause from 1 May 1995.

(b) **Maintenance and Outdoor Staff**

In the case of an Employee classified as Maintenance and Outdoor staff pursuant to **clause 7.2 (c)**, whose service with the School would entitle the Employee to long service leave under this clause, the amount of long service leave to which the Employee shall be entitled shall be the sum of the following amounts:

- (i) the amount calculated on the basis of the provisions of the *Long Service Leave Act 1955* in respect of the period of service before 1 February 2008; and
- (ii) an amount calculated on the basis of the provisions of this clause from 1 February 2008.

Calculation of Entitlement		
	School Support Staff	Maintenance and Outdoor Staff
Prior to 30 April 1995	0.866 weeks per year	0.866 weeks per year
1 May 1995 to 30 January 2008	1.05 weeks per year	0.866 weeks per year
From 1 February 2008	1.05 weeks per year	1.05 weeks per year

19.4 Condition of Taking Leave

Any long service leave shall be inclusive of any public holidays falling within the period of such leave. Pupil vacation days which the Employee is not normally required to work and which fall within the period of long service leave shall not be charged against long service leave.

19.5 No Break in Service

The service of an Employee with the School shall be deemed continuous notwithstanding the service has been interrupted by reason of the Employee taking maternity leave (including paid and unpaid leave) or approved leave without pay, but the period during which the service is so interrupted shall not be taken into account in calculating the period of service.

19.6 Payment in lieu of Long Service Leave

- (a) An Employee with 10 years' continuous service with the School may cash out an amount of accrued but untaken long service leave on the following basis:
 - (i) The Employee elects to cash out the accrued long service leave;
 - (ii) The Employee provides a written election to the School stating that the Employee wishes to cash out the accrued long service leave; and
 - (iii) The School, in its discretion, authorises the Employee to cash out the accrued long service leave.
- (b) If an Employee cashes out an amount of accrued long service leave in accordance with this clause:
 - (i) The School will, within a reasonable time, give the Employee the amount of pay they would have received if they had taken the long service leave that the Employee cashed out; and
 - (ii) The Employee will no longer be entitled to the long service leave they have cashed out.

20. Compassionate Leave

20.1 Paid Compassionate Leave

- (a) An Employee will be entitled to paid compassionate leave in accordance with the Act and subject to the terms of the Act.
- (b) For the purposes of this clause, compassionate leave is paid leave taken by an Employee for the purposes of spending time with a person who:
 - (i) is a member of the Employee's immediate family or a member of the Employee's household; and
 - (ii) has a personal illness, or injury, that poses a serious threat to his or her life; or
 - (iii) after the death of a member of the Employee's immediate family or a member of the Employee's household.
- (c) Subject to **clauses 20.1(e) and (f)** a Full-Time or Part-Time Employee is entitled to a period of two days of compassionate leave for each occasion when a member of the Employee's immediate family or a member of the Employee's household (as defined in **clause 17.1(c)(ii)**)

- (i) contracts or develops a personal illness that poses a serious threat to his or her life; or
 - (ii) sustains a personal injury that poses a serious threat to his or her life.
- (d) Subject to **clauses 20.1(e)** and **(f)**, a Full-Time or Part-Time Employee is entitled to a period of three days of compassionate leave for each occasion when a member of the Employee's immediate family or a member of the Employee's household (as defined in **clause 17.1(c)(ii)**) dies.
- (e) An Employee may be required to provide the School with satisfactory evidence of such illness, injury or death.
- (f) Subject to **clause 20.1(g)**, an Employee shall not be entitled to compassionate leave under this clause during any period in respect of which the Employee has been granted other leave.
- (g) Compassionate leave may be taken in conjunction with leave available under **clause 17**. In determining such a request the School will give consideration to the circumstances of the Employee and the reasonable operational requirements of the School.

20.2 Unpaid Bereavement Leave – Casual Employees

- (a) Casual Employees are entitled to not be available to attend work, or to leave work upon the death in Australia of a person prescribed in **clause 17.1(c)(ii)** - Carer's Leave, provided that an Employee may be required to provide the School with satisfactory evidence of such death..
- (b) The School and the Casual Employee shall agree on the period for which the Employee will be entitled to not be available to attend work. In the absence of agreement, the Employee is entitled to not be available to attend work for up to 48 hours (ie two days) per occasion. The Casual Employee is not entitled to any payment for the period of non-attendance.
- (c) The School must not fail to re-engage a Casual Employee because the Employee accessed the entitlements provided for in this clause. The rights of the School to engage or not engage a Casual Employee are otherwise not affected.

21. Jury Service

- (a) A Full Time or Part-Time Employee required to attend for jury service during ordinary working hours shall be provided with paid leave for this purpose. The Employee shall be required to reimburse to the School any monies payable to the Employee for such attendance (excluding reimbursement of expenses) which required the Employee's absence from the School.
- (b) The Employee shall notify the School as soon as possible of the date upon which he or she is required to attend for jury service. The Employee shall provide to the School a copy of the summons to attend jury duty and a record of payments received as proof of attendance.

22. Public Holidays

- (a) The days on which the following holidays are observed shall be holidays, namely: New Years Day, Australia Day, Good Friday, Easter Saturday, Easter Monday, Anzac Day, Queen's Birthday, Eight Hour Day, Christmas Day and Boxing Day, together with any day which may hereafter be proclaimed as a public holiday throughout the whole State of New South Wales. In addition, an Employee shall be entitled to one additional day as a holiday in each calendar year. Such additional holiday shall be observed on the day when the majority of Employees observe a day as an additional holiday or on another day mutually agreed between the School and Employee. The additional holiday is not cumulative and must be taken within each year. Provided that the additional holiday shall not apply to those Employees whose rate of pay is averaged over the year in accordance with **clause 9.1(c)**.
- (b) Full-Time and Part-Time Employees shall be entitled to the above holidays without loss of pay, provided that an Employee who is regularly rostered to work ordinary hours on Monday to Friday shall only be paid for such holidays as occur on those days which the employee normally works.
- (c) All time worked on a public holiday or additional holiday as per **clause 22(a)** shall be paid for at the rate of double time and one half the ordinary-time rate with a minimum payment of four hours.

PART F – Miscellaneous

23. Election regarding Superannuation, Long Service Leave and Leave Loading

23.1 Additional Superannuation Election

- (a) An Employee may elect to both;
 - (i) receive the benefits provided under **clause 15.2 (b) – Leave Loading**; and
 - (ii) accrue long service leave as provided under **clause 19.3**

instead of receiving the additional superannuation contributions under **clause 11.4**. The School shall advise the Employee of the existence of this option on engagement.

23.2 Time for and Effect of Making an Election

- (a) An Employee must make an election in accordance with **clause 23.1**;
 - (i) if the Employee is an employee as at 1 February 2008, on or before 28 February 2008; and
 - (ii) if the Employee is employed after 1 February 2008, within two weeks of the commencement of the Employee's employment with the School.
- (b) If the Employee does not make an election within the time provided in **clause 23.2(a)**, the Employee will be deemed not to have made an election under **clause 23.1** and will receive the additional superannuation contributions.
- (c) An Employee may only make an election under **clause 23.1** once during the life of the Agreement.

24. Relationship of Agreement with the Award

This Agreement operates to the exclusion of any other industrial instrument (including the Awards) that might otherwise apply to the employment of the Employees. Among other things, this means that any protected preserved conditions or protected notional conditions which might otherwise apply are expressly excluded from this agreement, and do not apply to Employees' employment. Those protected preserved conditions or protected notional conditions include those concerning:

- (a) rest breaks;
- (b) Annual leave loadings
- (c) incentive based payments and bonuses;
- (d) observance of days declared by or under a law of a State or Territory, to be observed generally within that State or Territory, or a region of that State or Territory, as public holidays by employees who work in that State, Territory or region, and entitlements of employees to payment in respect of those days;

- (e) days to be substituted for, or a procedure for substituting days referred to in **paragraph (d)**;
- (f) monetary allowances for:
 - (i) expenses incurred in the course of employment; or
 - (ii) responsibilities or skills that are not taken into account in rates of pay for Employees; or
 - (iii) disabilities associated with the performance of particular tasks or work in particular conditions or locations;
 - (iv) loadings for working overtime or for shift work;
 - (v) penalty rates; and
 - (vi) outworker conditions.

25. Exemptions

An Employee who is in receipt of a salary 18 per cent in excess of the rate applying from time to time for Level 4, Step 2 as set out in Table 1 of Schedule 1, shall not be entitled to the benefits of **clause 12.3**, Hours of work, **clause 12.5**, Meal Breaks, **clause 12.6**, Overtime, where there is agreement between the employer and employee that the salary is inclusive of compensation for any overtime payment to which the employee would otherwise be entitled. Any dispute in this matter will be dealt with in accordance with **clause 6, Disputes Procedures**.

26. No Extra Claims

- (a) The parties agree that the wage increases and other improvements in conditions of employment provided for by this Agreement are in settlement of all existing claims made by the Union for the life of the Agreement.
- (b) It is a term of this Agreement that the Union will not pursue any extra claims, award or over award, for improvement in wages or other terms and conditions of employment for the duration of this Agreement.
- (c) The parties agree that the wage increases and other improvements in conditions of employment provided for by this Agreement are in lieu of any improvements in wages or conditions of employment provided for under any decision or standard of the Australian Fair Pay Commission, the Australian Industrial Relations Commission or any other court, commission or tribunal handed down or issued prior to or during the life of this Agreement and no claim can be made for any such increase during or after the term of this Agreement.
- (d) The Union agrees that it will not take protected action for the duration of this Agreement. The parties agree that this Agreement is intended to cover the field of the Employees' employment to the extent that they are regulated by collective industrial instruments.

Schedule 1 - Classifications, Rates of Pay and Allowances

Table 1 – Annual Rates of Pay for Clerical and Administrative Staff

Level	Rates effective from the first full pay period on or after 1 February 2008 \$	Rates effective from the first full pay period on or after 1 February 2009 \$ 4%	Rates effective from the first full pay period on or after 1 February 2010 \$ 4%
Level 1 – Clerical Assistant			
1	38,632	40,177	41,784
2	39,194	40,762	42,392
Level 2 – Clerical Officer			
1	43,994	45,754	47,584
2	45,275	47,086	48,969
3	47,212	49,100	51,064
4	47,704	49,612	51,597
Level 3 – Senior Clerical Officer			
1	50,430	52,447	54,545
2	51,395	53,451	55,589
3	52,362	54,457	56,635
Level 4 – Administrator			
1	59,144	61,510	63,970
2	60,395	62,811	65,324

TABLE 2 – Annual Rates of Pay for School Assistants

Level	Rates effective from the first full pay period on or after 1 February 2008 \$	Rates effective from the first full pay period on or after 1 February 2009 \$ 4%	Rates effective from the first full pay period on or after 1 February 2010 \$ 4%
1	43,646	45,392	47,207
2	46,497	48,357	50,291
3	49,159	51,125	53,170
4	51,652	53,718	55,867

Table 3 – Annual Rates of Pay for Maintenance Workers

Classification	Rates effective from the first full pay period on or after 1 February 2008 \$	Rates effective from the first full pay period on or after 1 February 2009 \$ 4%	Rates effective from the first full pay period on or after 1 February 2010 \$ 4%
Level 1			
Step 1	35,403	36,819	38,292
Step 2	36,777	38,248	39,778
Step 3	38,177	39,704	41,292
Level 2	39,645	41,231	42,880
Level 3	41,412	43,069	44,792

TABLE 4 – Weekly, Part-Time and Casual Rates for Clerical and Administrative Staff

CLERICAL AND ADMINISTRATIVE STAFF									
Level	Rates effective from the first full pay period on or after 1 February			Rates effective from the first full pay period on or after 1 February			Rates effective from the first full pay period on or after 1 February		
	2008 \$			2009 \$ 4%			2010 \$ 4%		
	Weekly	P/time	Casual	Weekly	P/time	Casual	Weekly	P/time	Casual
Level 1 – Clerical Assistant									
1	740.92	19.50	23.40	770.56	20.28	24.33	801.38	21.09	25.31
2	751.71	19.78	23.74	781.77	20.57	24.69	813.04	21.40	25.68
Level 2 – Clerical Officer									
1	843.77	22.20	26.65	877.52	23.09	27.71	912.62	24.02	28.82
2	868.33	22.85	27.42	903.06	23.76	28.52	939.19	24.72	29.66
3	905.48	23.83	28.59	941.70	24.78	29.74	979.37	25.77	30.93
4	914.92	24.08	28.89	951.52	25.04	30.05	989.58	26.04	31.25
Level 3 – Senior Clerical Officer									
1	967.20	25.45	30.54	1,005.88	26.47	31.76	1,046.12	27.53	33.04
2	985.72	25.94	31.13	1,025.15	26.98	32.37	1,066.16	28.06	33.67
3	1,004.27	26.43	31.71	1,044.44	27.49	32.98	1,086.21	28.58	34.30

Level 4 – Administrator									
1	1,134.33	29.85	35.82	1,179.70	31.04	37.25	1,226.89	32.29	38.74
2	1,158.33	30.48	36.58	1,204.67	31.70	38.04	1,252.85	32.97	39.56
SCHOOL ASSISTANTS									
Level	Rates effective from the first full pay period on or after 1 February			Rates effective from the first full pay period on or after 1 February			Rates effective from the first full pay period on or after 1 February		
	2008 \$ 4%			2009 \$ 4%			2010 \$ 4%		
Level	Weekly	P/time +3%	Casual	Weekly	P/time +2%	Casual	Weekly	P/time +1%	Casual
1	837.09	22.68	26.43	870.57	23.37	27.49	905.40	24.06	28.59
2	891.77	24.17	28.16	927.44	24.89	29.29	964.54	25.64	30.46
3	942.82	25.56	29.77	980.53	26.32	30.96	1,019.76	27.10	32.20
4	990.64	26.85	31.28	1,030.26	27.65	32.53	1,071.47	28.48	33.84

Table 5 – Weekly, Part-Time and Casual Rates for Maintenance Staff

Level	Rates effective from the first full pay period on or after 1 February			Rates effective from the first full pay period on or after 1 February			Rates effective from the first full pay period on or after 1 February		
	2008			2009			2010		
	\$			4%			4%		
	Weekly	P/time	Casual	Weekly	P/time	Casual	Weekly	P/time	Casual
Level 1 General Hand									
Step 1	679.00	17.87	21.44	706.16	18.58	22.30	734.40	19.33	23.19
Step 2	705.34	18.56	22.27	733.56	19.30	23.16	762.90	20.08	24.09
Step 3	732.21	19.27	23.12	761.49	20.04	24.05	791.95	20.84	25.01
Level 2 Qualified Trade	760.36	20.01	24.01	790.77	20.81	24.97	822.40	21.64	25.97
Level 3 Supervisor	794.25	20.90	25.08	826.02	21.74	26.08	859.06	22.61	27.13

TABLE 6 – Junior Rates

Juniors	Percentage of adult rate of pay
At 17 years of age	60
At 18 years of age	70
At 19 years of age	80
At 20 years of age	90

Table 7 – Apprentices

Apprentices	Percentage of Qualified Trade rate
1 st year apprentice	50
2 nd year apprentice	65
3 rd year apprentice	75
4 th year apprentice	90

Table 8– Allowances

First Aid and Medication Allowance (clause 8.6)	Rates effective from the first full pay period on or after 1 February 2008 \$	Rates effective from the first full pay period on or after 1 February 2009 \$	Rates effective from the first full pay period on or after 1 February 2010 \$
	\$4.59 per day \$22.94 per week	\$4.77 per day \$23.86 per week	\$4.96 per day \$24.82 per week

Brief Description of Allowance Item	Clause No.	Allowance amount \$
Own Car Allowance:		
(a) for a vehicle 1500 cc or less;	8.2(b)	98.32 per week
(b) for a vehicle over 1500 cc; or	8.2(b)	121.54 per week
(c) on a casual or incidental basis.	8.2(c)	0.58 per km
Broken Shift Allowance	8.3(a)	5.37 per day 26.85 per week
Excess Fare Allowance	8.3(b)	3.22 per day 16.10 per week
Meal Allowance during Overtime work	8.4	12.14 per meal
Laundering Allowance for Uniforms	8.5	1.50 per shift 7.52 per week

Table 9 – Board and Lodging Deductions

Brief Description of Deduction	Clause No.	Deduction amount \$
Board and Lodging:		
(a) board for 21 meals per week	9.3 (a)	22.46 per week
(b) lodging for 7 days per week	9.3 (b)	8.5 per week

Signing Page

EXECUTED as an agreement.

SIGNED for and on behalf of **SYDNEY ANGLICAN SCHOOLS LIMITED** by an authorised officer in the presence of)
)
)

Signature of authorised officer

Signature of witness

Name and address of authorised officer

Name of witness (print)

Office held

SIGNED for and on behalf of the **INDEPENDENT EDUCATION UNION OF AUSTRALIA** by an authorised officer in the presence of)
)
)

Signature of authorised officer

Signature of witness

Name and address of authorised officer

Name of witness (print)

Office held