

**School Support Staff
Agreement 2008 –
2010**

For

**Royal Institute for
Deaf and Blind
Children**

PART A – Application and Operation

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This Agreement shall be known as the *Royal Institute for Deaf and Blind Children School Support Staff Agreement 2008 – 2010*.

2. Arrangement

This Agreement is arranged as follows:

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3. Definitions

For the purpose of this Agreement:

- (a) **Act** means the *Workplace Relations Act 1996 (Cth)*;
- (b) **Award** means the *School Support Staff (Independent Schools) (State) Award 2004* and the *Nurses' Non-Government Schools (State) Award*;
- (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, 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 in a nursing classification;
- (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 New South Wales Non-Government Schools Superannuation Fund; or
 - (ii) 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 *Royal Institute for Deaf and Blind Children*;
- (k) **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 funded by the School;

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

- (l) **Union** means the Independent Education Union of Australia and with respect to nursing classifications the NSW Nurses' Association and Australian Nursing Federation.

4. Scope and Parties Bound

4.1 Parties Bound

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

- (a) **Royal Institute for Deaf and Blind Children** 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 engaged to perform maintenance, green-keeping, miscellaneous general hand or caretaking duties; or
- (b) 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
- (c) teachers; or
- (d) persons instructing students in the areas of music or other individual arts and engaged on an individual fee basis; or
- (e) sports coaches and trainers; or
- (f) 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
- (g) psychologists and School counsellors; or
- (h) employees who are engaged for the purpose of religious instruction or supervision of prayers or to undertake other religious duties; and
- (i) persons employed as Business or Financial Managers or Bursars (however titled) 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.

5. Commencement Date of Agreement and Period of Operation

5.1 Commencement

This Agreement commences on and from the date of approval 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**, **clause 6 Dispute Procedure** and **Schedule 1, Table 3 Annual Rates of Pay for School Nurses**, do not commence to operate until 1 February 2009. Between the Lodgement Date and 1 February 2009, 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** for those classified in **clause 7.2 (a) School Assistants and (b) Clerical and Administrative Staff** will commence on the first full pay period on or after 1 February 2009. The salary rates and allowances in **Schedule 1** for those classified in **clause 7.2 (c), Nursing Classifications**, shall commence on the first full pay period on or after lodgement.

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;

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 salaries set out in Table 1 and Table 2 of Schedule 1, Rates of Pay, by 52.
- (b) The salary rates and allowances set out in Schedule 1 of this Agreement include the increase provided by the Australian Fair Pay Commission in its 2006 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) Nursing Classifications

- (i) Registered Nurse means a person registered by the Nurses and Midwives Board of New South Wales as such
- (ii) Senior Nurse means a registered nurse appointed to be in charge of one or more registered nurses

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.
- (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 2%. 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 period 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 4 of Schedule 1, Rates of Pay.

7.6 Progression

- (a) Subject to **clause 7.6(b)**, 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 Table 1 of Schedule 1.
- (b) 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.

7.7 Reclassification

- (a) An Employee may apply to progress to another level or seek reclassification if regularly called upon 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.
- (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.

8. Allowances

8.1 Acting Up – Higher Duties

Employees required to perform temporarily duties in a higher grade for more than five 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.
- (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 5 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 5 of Schedule 1, Allowances.

8.3 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 5 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 5 of Schedule 1, Allowances.

8.4 First Aid and Medication Allowance

Any Employee, other than a registered nurse, 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 5 of Schedule 1, Allowances to be paid during term time only.

[Notation: An Employee the subject of clause 8.4(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.]

8.5 Nurse in Charge

A registered nurse who is designated to be in charge of 4 or more registered nurses shall be paid the allowance as set in Table 6 Allowances

8.6 Nurses-Call Back Allowance

- (a) A Registered nurse who is called back to duty, with or without notification, shall be paid a minimum of two hours pay at the appropriate rate of each such attendance. Where an employee is recalled to duty, she or he shall be reimbursed all reasonable fares and expenses actually incurred.
- (b) A registered nurse called back to duty on overtime shall be paid for a minimum of two hours work at the appropriate overtime rate each time. If the work required is completed in less than two hours, the employee shall be released from duty.

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.
- (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 12.3**, or 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:

$$\frac{N + 11}{240} \quad \times \quad \frac{\text{Annual rate of salary}}{52}$$

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:

$$\begin{aligned} & \frac{189 + 11}{240} \quad \times \quad \frac{\$32,588}{52} \quad \quad \quad (\$32,588 = \text{Annual Salary}) \\ & = \quad 0.8333 \quad \times \quad \$625.01 \end{aligned}$$

= \$520.82 per week (averaged weekly full -time salary)

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.

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

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

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

- (iii) 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).
- (e) 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 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, and masks free of charge. Protective clothing, uniforms and rubber gloves supplied pursuant to this Agreement shall remain the property of the School and shall be returned 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.

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**;
- (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

At any time during the life of this Agreement, the School may offer, and the employee may agree to accept, a benefit or benefits in lieu of part of the employee's salary and other taxable allowances. Any such benefit or benefits will be subject to the deduction of personal income tax instalments.

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** ;
- (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 a proportional amount of salary based on the full time salary payable during the leave
- (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**

11. Superannuation

11.1 Fund

- (a) The New South Wales Non-Government Schools Superannuation Fund shall be made available by the School to all Employees.
- (b) The availability of 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 must make superannuation contributions in respect of each employee of such amount as required to ensure that the School does not incur any superannuation guarantee charge ('**SGC**') under the *Superannuation Guarantee Administration Act 1992 (Cth)* ('**SGAA**') and the *Superannuation Guarantee Charge 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) Contributions shall commence to be paid from the beginning of the first pay period commencing on or after the Employee's date of engagement.

Provided that the Employee has not applied to join a fund within six weeks of the Employee's date of engagement the School shall commence to pay contributions from the beginning of the next pay period commencing on or after the date on which the Employee applied to join a fund.

- (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 11.4**, 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 his or her annual group certificate; 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 Transfers between Funds

If an Employee is eligible to belong to more than one fund, the Employee shall be entitled to notify the School that the Employee wishes the School to pay contributions in respect of the Employee to a new fund but shall not be entitled to do so within three years after the notification made by the Employee pursuant to **clause 11.2(e)** or within three years after the last notification made by the Employee pursuant to this **clause 11.3**. The School shall only be obliged to make such contributions to the new fund where the School has been advised in writing:

- (a) of the Employee's application to join the other fund; and
- (b) that the Employee has notified the trustees of the Employee's former fund that the Employee no longer wishes the contributions which are paid on the Employee's behalf to be paid to that fund.

11.4 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 the greater.

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

12. Contract of Employment

12.1 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(h)**; 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.

12.2 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) A School may request, but not require, a Part-Time Employee to work additional hours in accordance with the provisions of this **clause 12.2(c)**.
 - (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 12.2** 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.
- (d) Where additional hours worked by a Part-Time Employee fall outside the spread of ordinary hours as set out in **clause 12.2** or result in an Employee working more than 8 hours on a day, those hours shall be overtime and paid in accordance with **clause 12.5**.

12.3 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.
- (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 12.3(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.

12.4 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.

12.5 Overtime

- (a) Subject to the provisions of **clause 12.5(e)**, the School may require an Employee to work reasonable overtime at overtime rates. All time required by the School to be worked outside the ordinary hours of work prescribed by **clause 12.2** 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:

- (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.
- (d) 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.
- (e) For the purposes of **clause 12.5(d)**, what is unreasonable or otherwise will be determined having regard to:
 - (iii) any risk to Employee health or safety;
 - (iv) the Employee's personal circumstances including any family and carer responsibilities;
 - (v) the needs of the School;
 - (vi) the notice (if any) given by the School of the overtime and by the Employee of his or her intention to refuse it; and
 - (vii) any other relevant matter.
- (e) Where hours are rostered in accordance with **clause 12.2(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 three months of employment, the employment of a Full-Time or Part-Time Employee may be terminated by two week's notice given by either the School or the Employee, or by the payment or forfeiture, as the case may be, of two 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.

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, but not limited to, the 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..

14.8 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 work 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) 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.
- (c) 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.
- (d) 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(c)**.
- (e) Notwithstanding the provisions of **clause 15.2(d)**, 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 15.2(c)**, 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.

15.4 Saving Provision for Registered Nurses

All registered nurses who commenced employment prior to 1 December 2005, other than casual nurses, shall receive nine 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.

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 Worker's Compensation Act 1987.
- (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 1 April 2007 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 the employee's anniversary of service.

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.

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:

- (1) 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 who lives with the first mentioned person as the partner 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 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 17.6**. 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, but will not be limited to, 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) An employee who wishes to return to work after a period of parental leave must notify the school in writing of the proposed return date as soon as practicable, however no later than four weeks before the proposed return.

- (d) 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)*

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.

19.2 Quantum of Leave

Subject to **clause 19.3**, the amount of long service leave to which an employee shall be entitled shall:

- (a) in the case of an Employee who has completed ten years' service be in respect of such service, 10.5 weeks;
- (b) in respect of each additional five years of service with the School since the Employee last became entitled to long service leave, 5.25 weeks;
- (c) on the termination of the Employee's services, in respect of the number of years' service with the School completed since the Employee last became entitled to an amount of long service leave, a proportionate amount on the basis of 1.05 weeks for each completed year of service; and
- (d) in the case of an Employee who has completed five years' adult service with the School and whose services with the School are terminated or cease for any reason other than misconduct be a proportionate amount on the basis of 10.5 weeks for ten year's service (such service to include service with the employer as an adult and otherwise than as an adult).

19.3 Calculation of Entitlement

In the case of an Employee whose service with the School began before 1 May 1995 and whose service 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:

- (a) 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
- (b) an amount calculated on the basis of the provisions of this clause from 1 May 1995.

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 he or she 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. Relationship of Agreement with the Award

This Agreement operates to the exclusion of any other industrial instrument (including the Award) 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) incentive based payments and bonuses;
- (c) annual leave loadings;
- (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.

24. 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 12.2**, Hours of work, **clause 12.4**, Meal Breaks, **clause 12.5**, 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.

25. 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 2009	Rates effective from the first full pay period on or after 1 February 2010
	\$	\$
Level 1 – Clerical Assistant		
1	40,177	41,784
2	40,762	42,392
Level 2 – Clerical Officer		
1	45,754	47,584
2	47,086	48,969
3	49,100	51,064
4	49,612	51,597
Level 3 – Senior Clerical Officer		
1	52,447	54,545
2	53,541	55,589
3	54,457	56,635
Level 4 – Administrator		
1	61,510	63,970
2	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 2009	Rates effective from the first full pay period on or after 1 February 2010
	\$ 4%	\$ 4%
1	45,392	47,207
2	48,357	50,291
3	51,125	53,170
4	53,718	55,867

TABLE 3 – Annual Rates of Pay for School Nurses

Level	Rates effective from the first full pay period on or after lodgement	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%	\$ 4%
Registered Nurse	\$55,902	\$58,138	\$60,464
Senior Nurse	\$63,493	\$66,033	\$68,647

TABLE 4 – Weekly, Part-Time and Casual Rates

CLERICAL AND ADMINISTRATIVE STAFF						
Level	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		
	Weekly	P/time	Casual	Weekly	P/time	Casual
Level 1 – Clerical Assistant						
1	772.63	20.33	24.40	803.54	21.15	25.37
2	783.88	20.63	24.75	815.23	21.45	25.74
Level 2 – Clerical Officer						
1	879.88	23.15	27.79	915.08	24.08	28.90
2	905.50	23.83	28.59	941.71	24.78	29.74
3	944.23	24.85	29.82	982.00	25.84	31.01
4	954.08	25.11	30.13	992.25	26.11	31.33
Level 3 – Senior Clerical Officer						
1	1,008.60	26.54	31.85	1,048.94	27.60	33.12
2	1,029.63	27.10	32.51	1,069.02	28.13	33.76
3	1,047.25	27.56	33.07	1,089.13	28.66	34.39

Level 4 – Administrator						
1	1,182.88	31.13	37.35	1,230.19	32.37	38.85
2	1,207.90	31.79	38.14	1,256.23	33.06	39.67
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		
Level	Weekly	P/time +2%	Casual	Weekly	P/time +1%	Casual
1	872.92	23.43	27.57	907.83	24.13	28.67
2	929.94	24.96	29.37	967.13	25.71	30.54
3	983.17	26.39	31.05	1,022.50	27.18	32.29
4	1,033.04	27.73	32.62	1,075.37	28.56	33.93

TABLE 5 – 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 6 - Allowances

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
Meal Allowance during Overtime work	8.3	\$12.14 per meal
Nurse in Charge Allowance	8.5	21.86 per shift

First Aid and Medication Allowance (clause 8.4)	Rates effective from the first full pay period on or after	Rates effective from the first full pay period on or after
	February 2009	February 2010
	\$4.77 per day	\$4.96 per day
	\$23.86 per week	\$24.82 per week

Signing Page

EXECUTE D as an agreement.

SIGNED for and on behalf of ROYAL
INSTITUTE FOR DEAF AND BLIND
CHILDREN by an authorised officer in the
presence of

Sally Nehr

Signature of witness

KESLEY NELSON

Name of witness (print)

)
)
) *[Signature]*

Signature of authorised officer
S. ROBIN WALKER
7 BRUCE DALE AVENUE, EPPING NSW 2121

Name and address of authorised officer

HUMAN RESOURCES MANAGER

Office held

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

C Maniatis

Signature of witness

George Maniatis

Name of witness (print)

)
)
) *[Signature]*

Signature of authorised officer
Acting Assistant Secretary

Name and address of authorised officer

Vereva Hoan 176 Day St

Office held
Sydney

SIGNED for and on behalf of the NSW
NURSES' ASSOCIATION AND AUSTRALIAN
NURSING FEDERATION by an authorised
officer in the presence of

Christopher Blair

Signature of witness

CHRISTOPHER BLAIR

Name of witness (print)

)
)
) *[Signature]*

Signature of authorised officer
Brett Holmes
43 Australia St CAMPERDOWN NSW

Name and address of authorised officer

General Secretary / Branch Secretary

Office held