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<p>Part 1—Application and Operation</p> <p>1. Title</p> <p>This award is the <i>Educational Services (Teachers) Award 2010</i>.</p> <p>2. Commencement and transitional</p> <p>2.1 This award commences on 1 January 2010.</p> <p>2.2 The monetary obligations imposed on employers by this award may be absorbed into overaward payments. Nothing in this award requires an employer to maintain or increase any overaward payment.</p> <p>2.3 This award contains transitional arrangements which specify when particular parts of the award come into effect. Some of the transitional arrangements are in clauses in the main part of the award. There are also transitional arrangements in Schedule A. The arrangements in Schedule A deal with:</p> <ul style="list-style-type: none"> • minimum wages and piecework rates • casual or part-time loadings • Saturday, Sunday, public holiday, evening or other penalties • shift allowances/penalties. <p>2.4 Neither the making of this award nor the operation of any transitional arrangements is intended to result in a reduction in the take-home pay of employees covered by the award. On application by or on behalf of an employee who suffers a reduction in take-home pay as a result of the making of this award or the operation of any transitional arrangements, the Fair Work Commission may make any order it considers appropriate to remedy the situation.</p> <p>2.5 The Fair Work Commission may review the transitional arrangements in this award and make a determination varying the award.</p> <p>2.6 The Fair Work Commission may review the transitional arrangements:</p> <p>(a) on its own initiative; or</p>	<p>Part 1—Application and Operation of this award</p> <p>1. Title and commencement</p> <p>1.1 This award is the <i>Educational Services (Teachers) Award 2016</i>.</p> <p>1.2 This modern award, as varied, commenced operation on 1 January 2010.</p> <p>1.3 Neither the making of this award nor the operation of any transitional arrangements is intended to result in a reduction in the take-home pay of employees covered by the award. On application by or on behalf of an employee who suffers a reduction in take-home pay as a result of the making of this award or the operation of any transitional arrangements, the Fair Work Commission may make any order it considers appropriate to remedy the situation.</p> <p><i>References to transitional arrangements removed - obsolete</i></p>
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<p>(b) on application by an employer, employee, organisation or outworker entity covered by the modern award; or</p> <p>(c) on application by an organisation that is entitled to represent the industrial interests of one or more employers or employees that are covered by the modern award; or</p> <p>(d) in relation to outworker arrangements, on application by an organisation that is entitled to represent the industrial interests of one or more outworkers to whom the arrangements relate.</p>	
<p>3. Definitions and interpretation</p> <p>3.1 In this award, unless the contrary intention appears:</p> <p>Act means the <i>Fair Work Act 2009</i> (Cth)</p> <p>agreement-based transitional instrument has the meaning in the <i>Fair Work (Transitional Provisions and Consequential Amendments) Act 2009</i> (Cth)</p> <p>all other teachers means an employee who does not have the qualifications of a three year, four year or five year trained teacher</p> <p>award-based transitional instrument has the meaning in the <i>Fair Work (Transitional Provisions and Consequential Amendments) Act 2009</i> (Cth)</p> <p>children’s services and early childhood education industry means the industry of long day care, occasional care (including those occasional care services not licensed), nurseries, childcare centres, day care facilities, family based childcare, out-of-school hours care, vacation care, adjunct care, in-home care, kindergartens and preschools, mobile centres and early childhood intervention programs</p> <p>default fund employee means an employee who has no chosen fund within the meaning of the <i>Superannuation Guarantee (Administration) Act 1992</i> (Cth)</p> <p>defined benefit member has the meaning given by the <i>Superannuation Guarantee (Administration) Act 1992</i> (Cth)</p> <p>director means the employee appointed by the employer to be</p>	<p>2. Definitions</p> <p>In this award, unless the contrary intention appears:</p> <p>Act means the <i>Fair Work Act 2009</i> (Cth)</p> <p>all other teachers means an employee who does not have the qualifications of a three year, four year or five year trained teacher</p> <p>children’s services and early childhood education industry means the industry of long day care, occasional care (including those occasional care services not licensed), nurseries, childcare centres, day care facilities, family based childcare, out-of-school hours care, vacation care, adjunct care, in-home care, kindergartens and preschools, mobile centres and early childhood intervention programs</p> <p>defined benefit member has the meaning given by the <i>Superannuation Guarantee (Administration) Act 1992</i> (Cth)</p> <p>director means the employee appointed by the employer to be responsible for the overall management and administration of a service in which an early childhood/ preschool teacher is employed</p> <p>employee means a person employed as a teacher in the school education industry or children’s services and early childhood education industry who is a national system employee within the meaning of the Act</p> <p>employer means national system employer within the meaning of the Act</p> <p>exempt public sector superannuation scheme has the meaning given by the <i>Superannuation Industry (Supervision) Act 1993</i> (Cth)</p>

responsible for the overall management and administration of a service in which an early childhood/preschool teacher is employed

Division 2B State award has the meaning in Schedule 3A of the *Fair Work (Transitional Provisions and Consequential Amendments) Act 2009* (Cth)

Division 2B State employment agreement has the meaning in Schedule 3A of the *Fair Work (Transitional Provisions and Consequential Amendments) Act 2009* (Cth)

employee means a person employed as a teacher in the school education industry or children's services and early childhood education industry who is a national system employee within the meaning of the Act

employer means national system employer within the meaning of the Act

enterprise award-based instrument has the meaning in the *Fair Work (Transitional Provisions and Consequential Amendments) Act 2009* (Cth)

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

five year trained teacher means a teacher who has completed a degree in education or early childhood education that requires four years of full-time study at an Australian university and in addition has completed a postgraduate degree at an Australian university requiring at least one year of full-time study, or the equivalent as determined by the National Office of Overseas Skills Recognition, or the relevant State or Territory teacher registration authority, or in the case of early childhood teachers the relevant licensing and accreditation authority

four year trained teacher means a teacher who has completed a degree in education or early childhood education that requires four years of full-time study at an Australian university or the equivalent as determined by the National Office of Overseas Skills Recognition, or the relevant State or Territory teacher registration authority, or in the case of early childhood teachers the relevant licensing and accreditation authority

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

five year trained teacher means a teacher who has completed a degree in education or early childhood education that requires four years of full-time study at an Australian university and in addition has completed a postgraduate degree at an Australian university requiring at least one year of full-time study, or the equivalent as determined by the National Office of Overseas Skills Recognition, or the relevant State or Territory teacher registration authority, or in the case of early childhood teachers the relevant licensing and accreditation authority

four year trained teacher means a teacher who has completed a degree in education or early childhood education that requires four years of full-time study at an Australian university or the equivalent as determined by the National Office of Overseas Skills Recognition, or the relevant State or Territory teacher registration authority, or in the case of early childhood teachers the relevant licensing and accreditation authority

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

NES means the National Employment Standards as contained in sections 59 to 131 of the *Fair Work Act 2009* (Cth)

non-term weeks means weeks in the school year other than term weeks and include periods designated as school holidays for students; where a preschool operates according to terms that approximate school terms, non-term week will have the same meaning

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

preschool means a service in the children's services and early childhood education industry which usually operates during hours and terms which approximate those of a recognised school, and includes a kindergarten, day school or nursery school

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

school education industry means the provision of education, including preschool or early childhood education, in a school registered and/or

NES means the National Employment Standards as contained in sections 59 to 131 of the *Fair Work Act 2009* (Cth)

non-term weeks means weeks in the school year other than term weeks and include periods designated as school holidays for students; where a preschool operates according to terms that approximate school terms, non-term week will have the same meaning

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preschool means a service in the children's services and early childhood education industry which usually operates during hours and terms which approximate those of a recognised school, and includes a kindergarten, day school or nursery school

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

school education industry means the provision of education, including preschool or early childhood education, in a school registered and/or accredited under the relevant authority in each State or Territory or in an early childhood service operated by a school and includes all operations of the school. Where the provision of school education is directed, managed and/or controlled by a central or regional administration of a system of schools it may also include the persons involved in providing such services to schools.

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

standard rate means the minimum annual rate applicable to Level 1 in clause 14—Minimum salary

teacher means a person employed as such by a school, children's service or early childhood education service and who performs duties which include delivering an educational program, assessing student participation in an education program, administering an education program and

accredited under the relevant authority in each State or Territory or in an early childhood service operated by a school and includes all operations of the school. Where the provision of school education is directed, managed and/or controlled by a central or regional administration of a system of schools it may also include the persons involved in providing such services to schools.

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

standard rate means the minimum annual rate applicable to Level 1 in clause 17.1

teacher means a person employed as such by a school, children's service or early childhood education service and who performs duties which include delivering an educational program, assessing student participation in an education program, administering an education program and performing other duties incidental to the delivery of the education program. So as to remove any doubt, teacher includes a teacher in a senior leadership position, but not a principal or deputy principal.

term weeks means the weeks in the school year that students are required to attend school as set out in the school calendar of each school; where a preschool operates according to terms that approximate school terms, term weeks will have the same meaning

three year trained teacher means a teacher who has completed a degree in education or early childhood education that requires three years of full-time study at an Australian university or the equivalent as determined by the National Office of Overseas Skills Recognition, or the relevant State or Territory teacher registration authority, or in the case of early childhood teachers the relevant licensing and accreditation authority

two year trained teacher means any teacher employed in the children's services and early childhood education industry as at the commencement of this award who has completed a two year full-time course in early childhood education and who has been recognised as an early childhood teacher by the relevant State or Territory licensing and accreditation authority

<p>performing other duties incidental to the delivery of the education program. So as to remove any doubt, teacher includes a teacher in a senior leadership position, but not a principal or deputy principal.</p> <p>term weeks means the weeks in the school year that students are required to attend school as set out in the school calendar of each school; where a preschool operates according to terms that approximate school terms, term weeks will have the same meaning</p> <p>three year trained teacher means a teacher who has completed a degree in education or early childhood education that requires three years of full-time study at an Australian university or the equivalent as determined by the National Office of Overseas Skills Recognition, or the relevant State or Territory teacher registration authority, or in the case of early childhood teachers the relevant licensing and accreditation authority</p> <p>transitional minimum wage instrument has the meaning in the <i>Fair Work (Transitional Provisions and Consequential Amendments) Act 2009</i> (Cth)</p> <p>two year trained teacher means any teacher employed in the children's services and early childhood education industry as at the commencement of this award who has completed a two year full-time course in early childhood education and who has been recognised as an early childhood teacher by the relevant State or Territory licensing and accreditation authority</p>	<p><i>Definitions relating to transitional instruments removed - obsolete</i></p>
<p>3.2 Where this award refers to a condition of employment provided for in the NES, the NES definition applies.</p>	<p><i>Moved to new clause 3—The National Employment Standards and this Award</i></p> <p>3.2 Where this award refers to a condition of employment provided for in the NES, the NES definition applies.</p>
<p>4. Coverage</p> <p>4.1 This award, subject to clauses 4.2 to 4.6, covers employers throughout Australia in the school education industry, children's services and early childhood education industry and their employees as defined in clause 3.1 to the exclusion of any other modern award.</p> <p>4.2 This award covers any employer which supplies labour on an on-hire basis in the industry set out in clause 4.1 in respect of on-hire employees in classifications covered by this award, and those on-hire employees,</p>	<p>4. Coverage</p> <p>4.1 This industry award covers employers throughout Australia in the school education industry, children's services and early childhood education industry and their employees as defined in clause 3 to the exclusion of any other modern award.</p> <p>4.2 For the purposes of this award:</p> <p>(a) school education industry means the provision of education,</p>

<p>while engaged in the performance of work for a business in that industry. This subclause operates subject to the exclusions from coverage in this award.</p> <p>4.3 The award does not cover an employee excluded from award coverage by the Act.</p> <p>4.4 The award does not cover employees who are covered by a modern enterprise award, or an enterprise instrument (within the meaning of the <i>Fair Work (Transitional Provisions and Consequential Amendments) Act 2009 (Cth)</i>), or employers in relation to those employees.</p> <p>4.5 The award does not cover employees who are covered by a State reference public sector modern award, or a State reference public sector transitional award (within the meaning of the <i>Fair Work (Transitional Provisions and Consequential Amendments) Act 2009 (Cth)</i>), or employers in relation to those employees.</p> <p>4.6 This award does not cover:</p> <p>(a) a person engaged solely to instruct students on an individual basis for example, in the areas of music, language, dance and/or to instruct students in choir, band, string ensemble or other similar small group (but not including an employee teaching the school curriculum);</p> <p>(b) a sports coach, assistant, or trainer (other than a member of the teaching staff of a school);</p> <p>(c) a person employed as a teacher/integration aide, helper, classroom assistant, or director/supervisor in or in connection with childcare, preschool, long day care centres, childminding centres or outside of school hours care services (other than a university qualified early childhood teacher);</p> <p>(d) a member of a recognised religious teaching order and/or Minister of Religion (other than a teacher who is not engaged in that capacity) or a person engaged for the purpose of religious instruction, supervision of prayers, or to undertake other religious duties of a non-teaching nature; or</p> <p>(e) a principal or deputy principal, however named.</p>	<p>including preschool or early childhood education, in a school registered and/or accredited under the relevant authority in each State or Territory or in an early childhood service operated by a school and includes all operations of the school. Where the provision of school education is directed, managed and/or controlled by a central or regional administration of a system of schools it may also include the persons involved in providing such services to schools; and</p> <p>(b) children’s services and early childhood education industry means the industry of long day care, occasional care (including those occasional care services not licensed), nurseries, childcare centres, day care facilities, family based childcare, out-of-school hours care, vacation care, adjunct care, in-home care, kindergartens and preschools, mobile centres and early childhood intervention programs.</p> <p>4.3 This award covers any employer which supplies labour on an on-hire basis in the industry set out in clauses 4.1 and 4.2 in respect of on-hire employees in classifications covered by this award, and those on-hire employees, while engaged in the performance of work for a business in that industry. This subclause operates subject to the exclusions from coverage in this award.</p> <p>4.4 This award does not cover:</p> <p>(a) a person engaged solely to instruct students on an individual basis for example, in the areas of music, language, dance and/or to instruct students in choir, band, string ensemble or other similar small group (but not including an employee teaching the school curriculum);</p> <p>(b) a sports coach, assistant, or trainer (other than a member of the teaching staff of a school);</p> <p>(c) a person employed as a teacher/integration aide, helper, classroom assistant, or director/supervisor in or in connection with childcare, preschool, long day care centres, childminding centres or outside of school hours care services (other than a university qualified early childhood teacher);</p> <p>(d) a member of a recognised religious teaching order and/or Minister of Religion (other than a teacher who is not engaged in that capacity) or a person engaged for the purpose of religious instruction, supervision</p>
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<p>4.7 Where an employer is covered by more than one award, an employee of that employer is covered by the classification which is most appropriate to the work performed by the employee and to the environment in which the employee normally performs the work.</p> <p>NOTE: where there is no classification for a particular employee in this award it is possible that the employer and that employee are covered by an award with occupational coverage.</p>	<p>of prayers, or to undertake other religious duties of a non-teaching nature; or</p> <p>(e) a principal or deputy principal, however named.</p> <p>4.5 The award does not cover:</p> <p>(a) an employee excluded from award coverage by the Act;</p> <p>(b) employees who are covered by a modern enterprise award, or an enterprise instrument (within the meaning of the <i>Fair Work (Transitional Provisions and Consequential Amendments) Act 2009</i> (Cth)), or employers in relation to those employees;</p> <p>(c) who are covered by a State reference public sector modern award, or a State reference public sector transitional award (within the meaning of the <i>Fair Work (Transitional Provisions and Consequential Amendments) Act 2009</i> (Cth)), or employers in relation to those employees;</p> <p>4.6 Where an employer is covered by more than one award, an employee of that employer is covered by the classification which is most appropriate to the work performed by the employee and to the environment in which the employee normally performs the work.</p> <p>NOTE: Where there is no classification for a particular employee in this award it is possible that the employer and that employee are covered by an award with occupational coverage.</p>
<p>5. Access to the award and the National Employment Standards</p> <p>The employer must ensure that copies of this award and the NES are available to all employees to whom they apply either on a noticeboard which is conveniently located at or near the workplace or through electronic means, whichever makes them more accessible.</p> <p>6. The National Employment Standards and this award</p> <p>The NES and this award contain minimum conditions of employment for employees covered by this award.</p>	<p>3. The National Employment Standards and this award</p> <p>3.1 The National Employment Standards (NES) and this award contain the minimum conditions of employment for employees covered by this award.</p> <p>3.2 Where this award refers to a condition of employment provided for in the NES, the NES definition applies.</p> <p>3.3 The employer must ensure that copies of the award and the NES are available to all employees to whom they apply, either on a notice board which is conveniently located at or near the workplace or through accessible electronic means.</p>

<p><i>Clause inserted – proposed new provision</i></p>	<p>5. Effect of variations made by the Fair Work Commission A variation to this award does not affect any right, privilege, obligation or liability that a person acquired, accrued or incurred under the award as it existed prior to that variation.</p>
<p>7. Award flexibility</p> <p>7.1 Notwithstanding any other provision of this award, an employer and an individual employee may agree to vary the application of certain terms of this award to meet the genuine individual needs of the employer and the individual employee. The terms the employer and the individual employee may agree to vary the application of are those concerning:</p> <ul style="list-style-type: none"> (a) arrangements for when work is performed; (b) allowances; (c) leave loading; (d) overtime rates; and (e) penalty rates. <p>7.2 The employer and the individual employee must have genuinely made the agreement without coercion or duress. An agreement under this clause can only be entered into after the individual employee has commenced employment with the employer.</p> <p>7.3 The agreement between the employer and the individual employee must:</p> <ul style="list-style-type: none"> (a) be confined to a variation in the application of one or more of the terms listed in clause 7.1; and (b) result in the employee being better off overall at the time the agreement is made than the employee would have been if no individual flexibility agreement had been agreed to. <p>7.4 The agreement between the employer and the individual employee must also:</p> <ul style="list-style-type: none"> (a) be in writing, name the parties to the agreement and be signed by the employer and the individual employee and, if the employee is 	<p>6. Award flexibility for individual arrangements</p> <p>6.1 Notwithstanding any other provision of this award, an employer and an individual employee may agree to vary the application of certain terms of this award to meet the genuine individual needs of the employer and the individual employee. The terms the employer and the individual employee may agree to vary the application of, are those concerning:</p> <ul style="list-style-type: none"> (a) arrangements for when work is performed; (b) overtime rates; (c) penalty rates; (d) allowances; and (e) leave loading. <p>6.2 The employer and the individual employee must have genuinely made the agreement without coercion or duress. An agreement under this clause can only be entered into after the individual employee has commenced employment with the employer.</p> <p>6.3 The agreement between the employer and the individual employee must:</p> <ul style="list-style-type: none"> (a) be confined to a variation in the application of one or more of the terms listed in clause 6.1; and (b) result in the employee being better off overall at the time the agreement is made than the employee would have been if no individual flexibility agreement had been agreed to. <p>6.4 The agreement between the employer and the individual employee must also:</p> <ul style="list-style-type: none"> (a) be in writing, name the parties to the agreement and be signed by the employer and the individual employee and, if the employee is under

<p>under 18 years of age, the employee's parent or guardian;</p> <p>(b) state each term of this award that the employer and the individual employee have agreed to vary;</p> <p>(c) detail how the application of each term has been varied by agreement between the employer and the individual employee;</p> <p>(d) detail how the agreement results in the individual employee being better off overall in relation to the individual employee's terms and conditions of employment; and</p> <p>(e) state the date the agreement commences to operate.</p> <p>7.5 The employer must give the individual employee a copy of the agreement and keep the agreement as a time and wages record.</p> <p>7.6 Except as provided in clause 7.4(a) the agreement must not require the approval or consent of a person other than the employer and the individual employee.</p> <p>7.7 An employer seeking to enter into an agreement must provide a written proposal to the employee. Where the employee's understanding of written English is limited the employer must take measures, including translation into an appropriate language, to ensure the employee understands the proposal.</p> <p>7.8 The agreement may be terminated:</p> <p>(a) by the employer or the individual employee giving 13 weeks' notice of termination, in writing, to the other party and the agreement ceasing to operate at the end of the notice period; or</p> <p>(b) at any time, by written agreement between the employer and the individual employee.</p> <p>Note: If any of the requirements of s.144(4), which are reflected in the requirements of this clause, are not met then the agreement may be terminated by either the employee or the employer, giving written notice of not more than 28 days (see s.145 of the <i>Fair Work Act 2009</i> (Cth)).</p> <p>7.9 The notice provisions in clause 7.8(a) only apply to an agreement entered into from the first full pay period commencing on or after 4 December</p>	<p>18 years of age, the employee's parent or guardian;</p> <p>(b) state each term of this award that the employer and the individual employee have agreed to vary;</p> <p>(c) detail how the application of each term has been varied by agreement between the employer and the individual employee;</p> <p>(d) detail how the agreement results in the individual employee being better off overall in relation to the individual employee's terms and conditions of employment; and</p> <p>(e) state the date the agreement commences to operate.</p> <p>6.5 The employer must give the individual employee a copy of the agreement and keep the agreement as a time and wages record.</p> <p>6.6 Except as provided in clause 6.4(a) the agreement must not require the approval or consent of a person other than the employer and the individual employee.</p> <p>6.7 An employer seeking to enter into an agreement must provide a written proposal to the employee. Where the employee's understanding of written English is limited the employer must take measures, including translation into an appropriate language, to ensure the employee understands the proposal.</p> <p>6.8 The agreement may be terminated:</p> <p>(a) by the employer or the individual employee giving 13 weeks' notice of termination, in writing, to the other party and the agreement ceasing to operate at the end of the notice period; or</p> <p>(b) at any time, by written agreement between the employer and the individual employee.</p> <p>NOTE: If any of the requirements of s.144(4), which are reflected in the requirements of this clause, are not met then the agreement may be terminated by either the employee or the employer, giving written notice of not more than 28 days (see s.145 of the Act).</p> <p>6.9 The notice provisions in clause 6.8(a) only apply to an agreement entered into from the first full pay period commencing on or after 4 December</p>
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<p>2013. An agreement entered into before that date may be terminated in accordance with clause 7.8(a), subject to four weeks' notice of termination.</p> <p>7.10 The right to make an agreement pursuant to this clause is in addition to, and is not intended to otherwise affect, any provision for an agreement between an employer and an individual employee contained in any other term of this award.</p>	<p>2013. An agreement entered into before that date may be terminated in accordance with clause 6.8(a), subject to four weeks' notice of termination.</p> <p>6.10 The right to make an agreement pursuant to this clause is in addition to, and is not intended to otherwise affect, any provision for an agreement between an employer and an individual employee contained in any other term of this award.</p>						
<p><i>Clause inserted - proposed new provision</i></p>	<p>7. Facilitative provisions for flexible work practice</p> <p>5.1 A facilitative provision provides that the standard approach in an award provision may be departed from by agreement between an employer and an individual employee, or an employer and the majority of employees in the enterprise or part of the enterprise concerned.</p> <p>5.2 Facilitative provisions in this award are contained in the following clauses:</p> <table border="1" data-bbox="1227 655 2112 858"> <thead> <tr> <th>Clause</th> <th>Provision</th> <th>Agreement between an employer and:</th> </tr> </thead> <tbody> <tr> <td>A.1.3</td> <td>Ordinary hours of work—teachers employed in early childhood services</td> <td>An individual</td> </tr> </tbody> </table>	Clause	Provision	Agreement between an employer and:	A.1.3	Ordinary hours of work—teachers employed in early childhood services	An individual
Clause	Provision	Agreement between an employer and:					
A.1.3	Ordinary hours of work—teachers employed in early childhood services	An individual					
<p>Part 2—Consultation and Dispute Resolution</p> <p>8. Consultation</p> <p><i>Provision not reproduced - standard clause - no change</i></p>	<p>Part 6—Consultation and Dispute Resolution</p> <p>29. Consultation regarding major workplace change</p> <p>30. Consultation about changes to rosters or hours of work</p> <p><i>Provisions not reproduced – standard clause – no change other than numbering and changes to clause titles</i></p>						
<p>9. Dispute resolution</p> <p><i>Provision not reproduced - standard clause - no change</i></p>	<p>31. Dispute resolution</p> <p><i>Provision not reproduced – standard clause – no change</i></p>						

<p>Part 3—Types of Employment and Termination of Employment</p> <p>10. Types of employment</p> <p>10.1 Employees under this award will be employed in one of the following categories:</p> <ul style="list-style-type: none"> (a) full-time employment; (b) part-time employment; (c) casual employment; or (d) fixed term employment. <p>10.2 Terms of engagement</p> <ul style="list-style-type: none"> (a) On appointment, the employer will provide the employee (other than a casual employee) with a letter of appointment stating the classification and rate of salary applicable on commencement, the employee’s face-to-face teaching load and details of their extra curricular commitment. (b) In the case of a part-time employee, the letter of appointment will include the employee’s teaching load expressed as a percentage of a full-time load in the school and that their extra curricular commitment will generally be, on balance, in the same proportion to their teaching load as that of a full-time teacher. (c) Where the employer engages the employee on a fixed term basis, the letter of appointment will inform the employee of the reason the employment is fixed term, the date of commencement and the period of the employment. 	<p>Part 2—Types of Employment and Classifications</p> <p>8. Types of employment</p> <p>8.1 Employees under this award will be employed in one of the following categories:</p> <ul style="list-style-type: none"> (a) full-time employment; (b) part-time employment; (c) casual employment; or (d) fixed term employment. <p>9. Terms of engagement</p> <p>9.1 On appointment, the employer will provide the employee (other than a casual employee) with a letter of appointment stating:</p> <ul style="list-style-type: none"> (a) the classification and rate of salary applicable on commencement; (b) the employee’s face-to-face teaching load; and (c) details of their extra curricular commitment. <p>9.2 In the case of a part-time employee, the letter of appointment will include the employee’s teaching load expressed as a percentage of a full-time load in the school and state their extra curricular commitment will generally be, on balance, in the same proportion to their teaching load as that of a full-time teacher.</p> <p>9.3 Where the employer engages the employee on a fixed term basis, the letter of appointment will inform the employee of:</p> <ul style="list-style-type: none"> (a) the reason the employment is fixed term; (b) the date of commencement; and (c) the period of the employment.
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<p>10.3 Full-time employment</p> <p>A full-time employee is an employee engaged to work an average of 38 ordinary hours per week.</p>	<p>10. Full-time employment</p> <p>A full-time employee is engaged to work an average of 38 ordinary hours per week.</p>
<p>10.4 Part-time employment</p> <p>(a) A part-time employee is an employee who is engaged to work on a regular basis for less than, but not more than 90% of, the hours of a full-time employee in the school, children’s service or early childhood education service. If the hours of a part-time employee rise above 90%, the employee will be considered to be full-time.</p> <p>(b) A part-time employee is entitled to the benefits under this award on a pro rata basis. The pro rata basis will be calculated by dividing the number of face-to-face teaching hours prescribed for the part-time employee from time to time by the usual number of face-to-face teaching hours prescribed for a full-time employee in the school, children’s service or early childhood education service.</p> <p>(c) An employee (full-time or part-time) who requests to work above 90% of full-time hours, but less than full-time, will not be considered to be full-time and will be remunerated for the actual hours worked.</p> <p>(d) An employer cannot vary a part-time employee’s teaching load or days of attendance unless:</p> <p>(i) the employee consents; or</p> <p>(ii) where such a variation is required as a result of a change in funding, enrolment or curriculum, the employer provides seven weeks’ notice in writing in the case of a school teacher or four weeks’ notice in the case of an early childhood teacher, or where the change would result in a reduction in salary, the salary of the teacher is maintained for a period of seven weeks in the case of a school teacher or four weeks in the case of an early childhood teacher.</p>	<p>11. Part-time employment</p> <p>11.1 A part-time employee is an employee who is engaged to work on a regular basis for less than, but not more than 90% of, the hours of a full-time employee in the school, children’s service, or early childhood education service.</p> <p>11.2 If the hours of a part-time employee rise above 90% of the hours of a full-time employee (being an average of more than 34 hours and 12 minutes per week), the employee will be considered full-time.</p> <p>11.3 An employee (full-time or part-time) who requests to work above 90% of full-time hours, but less than full-time, will not be considered to be full-time and will be remunerated for the actual hours worked.</p> <p>11.4 A part-time employee in the school, children’s service or early childhood education service is entitled to the benefits under this award on a pro rata basis. The pro rata basis will be calculated by:</p> <p>(a) dividing the number of face-to-face teaching hours prescribed for the part-time employee from time to time;</p> <p>(b) by the usual number of face-to-face teaching hours prescribed for a full-time employee.</p> <p>11.5 An employer cannot vary a part-time employee’s teaching load or days of attendance unless:</p> <p>(a) the employee consents; or</p> <p>(b) where a variation is required as a result of a change in funding, enrolment or curriculum, the employer may alter a part-time employee’s teaching load or days of attendance without the employee’s consent, provided the employer provides written notice and does not reduce the employee’s wages for:</p> <p>(i) in the case of a school teacher—7 weeks; or</p> <p>(ii) in the case of an early childhood teacher—4 weeks.</p>

<p>10.5 Casual employment</p> <p>(a) Casual employment means employment on a day-to-day basis for a period of not more than four consecutive weeks, or four consecutive term weeks in the case of a teacher in a school or preschool.</p> <p>(b) A casual engagement may be extended by agreement between the teacher and the employer provided the total period of the engagement does not exceed one school term in the case of teachers in a school or preschool or a total of 10 weeks in any other case.</p> <p>(c) The rates of pay for a casual employee are contained in clause 14.5.</p>	<p>12. Casual employment</p> <p>12.1 Casual employment means employment on a day-to-day basis for a period of not more than four consecutive weeks, or four consecutive term weeks in the case of a teacher in a school or preschool.</p> <p>12.2 A casual engagement may be extended by agreement between the teacher and the employer provided the total period of the engagement:</p> <p>(a) does not exceed one school term in the case of teachers in a school or preschool; or</p> <p>(b) a total of 10 weeks in any other case.</p> <p>12.3 The rates of pay for a casual employee are contained in clause 17.4.</p>
<p>10.6 Fixed term employment</p> <p>An employee may be employed for a fixed period of time for a period of at least four weeks but no more than 12 months on either a full-time or part-time basis to:</p> <p>(a) undertake a specified project for which funding has been made available;</p> <p>(b) undertake a specified task which has a limited period of operation; or</p> <p>(c) replace an employee who is on leave, performing other duties temporarily or whose employment has terminated after the commencement of the school year. Provided that where the replacement arrangement extends beyond 12 months, the fixed term employment may be extended for up to a further 12 months.</p>	<p>13. Fixed term employment</p> <p>13.1 An employee may be employed for a fixed period of time for a period of between four weeks and 12 months on either a full-time or part-time basis to:</p> <p>(a) undertake a specified project for which funding has been made available;</p> <p>(b) undertake a specified task which has a limited period of operation; or</p> <p>(c) replace an employee who is on leave, performing other duties temporarily or whose employment has terminated after the commencement of the school year.</p> <p>13.2 Where the replacement arrangement under clause 13.1(c) extends beyond 12 months, the fixed term employment may be extended for up to a further 12 months.</p>
<p>11. Termination of employment</p> <p><i>Provision not reproduced - no change</i></p>	<p>Part 7—Termination of Employment and Redundancy</p> <p>32. Termination of employment</p> <p><i>Provision not reproduced - no change</i></p> <p><i>Clause 21.5 move to be included in exposure draft clause 32.</i></p>

<p>12. Redundancy</p> <p><i>Provision not reproduced - no change</i></p>	<p>33. Redundancy</p> <p><i>Provision not reproduced - no change</i></p>
<p>12.7 Transitional provisions – NAPSA employees</p> <p>12.8 Transitional provisions – Division 2B State employees</p>	<p><i>Transitional provisions - clauses removed - obsolete</i></p>
<p>Part 4—Minimum Wages and Related Matters</p> <p>13. Classifications</p> <p>13.1 Duties of an employee</p> <p>The duties of a teacher may include in addition to teaching, activities associated with administration, review, development and delivery of educational programs and co-curricular activities.</p> <p>13.2 Recognition of previous service</p> <p>(a) On appointment, an employee will be classified and placed on the appropriate level on the salary scale in clause 14—Minimum salary, according to their qualifications and teaching experience. For the purpose of this award teaching experience does not include employment as a teacher in a TAFE program (unless the teacher is employed to teach a Vocational and Educational Training (VET) program) or in an English Language School.</p> <p>(b) Service as a part-time teacher will normally accrue on a pro rata basis according to the percentage of a full-time teaching load undertaken in any year; provided that where the hours are more than 90% of a full-time load, service will count as a full-time year.</p> <p>(c) In the case of a casual employee, the equivalent of a full-time year of teaching service is 200 full casual days in Australian schools.</p> <p>(d) In the case of an early childhood/preschool teacher, the following will count as service:</p> <p>(i) teaching experience in preschools, kindergartens, multi-purpose centres, early intervention services, long day care centre and other similar services;</p>	<p>14. Classifications</p> <p>14.1 Duties of an employee</p> <p>The duties of a teacher may, include, in addition to teaching, activities associated with administration, review, development and delivery of educational programs and co-curricular activities.</p> <p>14.2 Recognition of previous service</p> <p>(a) On appointment, an employee will be classified and placed on the appropriate level on the wage scale in clause 17—Minimum wages, according to their qualifications and teaching experience. For the purpose of this award teaching experience does not include employment as a teacher in a TAFE program (unless the teacher is employed to teach a Vocational and Educational Training (VET) program) or in an English Language School.</p> <p>(b) Service as a part-time teacher will normally accrue on a pro rata basis according to the percentage of a full-time teaching load undertaken in any year. However, subject to clause 11.3, where the hours are more than 90% of a full-time load, service will count as a full-time year.</p> <p>(c) In the case of a casual employee, the equivalent of a full-time year of teaching service is 200 full casual days in Australian schools.</p> <p>(d) In the case of an early childhood/preschool teacher, the following will count as service:</p> <p>(ii) teaching experience in preschools, kindergartens, multi-purpose centres, early intervention services, long day care</p>

<ul style="list-style-type: none"> (ii) teaching experience of children from four to eight years (or in the infants department) of a school registered and/or accredited under the relevant authority in each state or territory; (iii) service as a lecturer in early childhood education or child development, as a child development officer or equivalent; and (iv) service as a diploma qualified childcare worker, at the rate of one year for every three years service up to a maximum of four years. 	<p>centre and other similar services;</p> <ul style="list-style-type: none"> (iii) teaching experience of children from four to eight years (or in the infants department) of a school registered and/or accredited under the relevant authority in each state or territory; (iv) service as a lecturer in early childhood education or child development, as a child development officer or equivalent; and (v) service as a diploma qualified childcare worker, at the rate of one year for every three years' service up to a maximum of four years.
<p>13.3 Evidence of qualifications</p> <ul style="list-style-type: none"> (a) On engagement, the employer may require that the employee provide documentary evidence of qualifications and teaching experience. If an employer considers that the employee has not provided satisfactory evidence, and advises the employee in writing to this effect, then the employer may decline to recognise the relevant qualification or experience until such evidence is provided. Provided that the employer will not unreasonably refuse to recognise the qualifications or teaching experience of an employee. (b) Where an employee has completed further teaching experience with another employer (for example during unpaid leave) or additional qualifications after commencement of employment they will be entitled to be classified accordingly and back paid from the date of completion of the experience or qualifications, provided the employee provided satisfactory evidence to the employer within three months of completion. In all other cases the employee will be classified and paid from the date satisfactory evidence is provided. <p>13.4 Progression</p> <ul style="list-style-type: none"> (a) An employee who is three year trained will commence on Level 1 of the salary scale in clause 14—Minimum salary and progress according to normal years of service to Level 12 of the scale. (b) An employee who is four year trained will commence on Level 3 of the salary scale in clause 14 and progress according to normal years of service to Level 12. 	<p>14.3 Evidence of qualifications</p> <ul style="list-style-type: none"> (a) On engagement, the employer may require that the employee provide documentary evidence of qualifications and teaching experience. (b) If an employer considers that the employee has not provided satisfactory evidence, and advises the employee in writing to this effect, then the employer may decline to recognise the relevant qualification or experience until evidence is provided. The employer will not unreasonably refuse to recognise the qualifications or teaching experience of an employee. (c) Where an employee has completed further teaching experience with another employer (for example during unpaid leave) or additional qualifications after commencement of employment, they will be entitled to be classified accordingly and back paid from the date of completion of the experience or qualifications, provided the employee provided satisfactory evidence to the employer within three months of completion. In all other cases the employee will be classified and paid from the date satisfactory evidence is provided. <p>14.4 Progression</p> <ul style="list-style-type: none"> (a) An employee who is three year trained will commence on Level 1 of the wage scale in clause 17—Minimum wages and progress according to normal years of service to Level 12 of the scale. (b) An employee who is four year trained will commence on Level 3 of the wage scale in clause 17 and progress according to normal years of service to Level 12.

<p>(c) An employee who is five year trained will commence on Level 4 of the salary scale in clause 14 and progress according to normal years of service to Level 12 of the scale.</p> <p>(d) All other teachers and two year trained teachers as defined in clause 3.1 will commence on Level 1 of the salary scale in clause 14 and progress according to normal years of service to a maximum of Level 5.</p>	<p>(c) An employee who is five year trained will commence on Level 4 of the wage scale in clause 17 and progress according to normal years of service to Level 12 of the scale.</p> <p>(d) All other teachers and two year trained teachers as defined in clause 2 will commence on Level 1 of the wage scale in clause 17 and progress according to normal years of service to a maximum of Level 5.</p>																																																																						
<p>14. Minimum salary</p> <p>NOTE: A transitional pay equity order taken to have been made pursuant to item 30A of Schedule 3A to the <i>Fair Work (Transitional Provisions and Consequential Amendments) Act 2009</i> (Cth) has effect in accordance with that item. A relevant transitional pay equity order operates in Queensland as provided for in item 30A (6) and (7).</p> <p>14.1 The minimum salary per annum payable to a full-time employee will be determined in accordance with the provisions of clause 13—Classifications, and the following table.</p> <table border="1" data-bbox="197 778 533 1390"> <thead> <tr> <th>Level</th> <th>Per year</th> </tr> <tr> <th></th> <th>\$</th> </tr> </thead> <tbody> <tr><td>1</td><td>45,686</td></tr> <tr><td>2</td><td>46,628</td></tr> <tr><td>3</td><td>47,896</td></tr> <tr><td>4</td><td>49,624</td></tr> <tr><td>5</td><td>51,354</td></tr> <tr><td>6</td><td>52,962</td></tr> <tr><td>7</td><td>54,572</td></tr> <tr><td>8</td><td>56,300</td></tr> <tr><td>9</td><td>58,029</td></tr> <tr><td>10</td><td>59,758</td></tr> <tr><td>11</td><td>61,487</td></tr> <tr><td>12</td><td>63,215</td></tr> </tbody> </table>	Level	Per year		\$	1	45,686	2	46,628	3	47,896	4	49,624	5	51,354	6	52,962	7	54,572	8	56,300	9	58,029	10	59,758	11	61,487	12	63,215	<p>Part 4—Wages and Allowances</p> <p>17. Minimum wages</p> <p>NOTE: A transitional pay equity order taken to have been made pursuant to item 30A of Schedule 3A to the <i>Fair Work (Transitional Provisions and Consequential Amendments) Act 2009</i> (Cth) has effect in accordance with that item. A relevant transitional pay equity order operates in Queensland as provided for in item 30A (6) and (7).</p> <p>17.1 The minimum wage payable to a full-time employee will be determined in accordance with the provisions of clause 14—Classifications, and the following table.</p> <table border="1" data-bbox="1227 834 2107 1428"> <thead> <tr> <th>Classification</th> <th>Minimum annual rate</th> <th>Minimum hourly rate</th> </tr> <tr> <th></th> <th>\$</th> <th>\$</th> </tr> </thead> <tbody> <tr><td>Level 1</td><td>45,686</td><td>23.04</td></tr> <tr><td>Level 2</td><td>46,628</td><td>23.52</td></tr> <tr><td>Level 3</td><td>47,896</td><td>24.16</td></tr> <tr><td>Level 4</td><td>49,624</td><td>25.03</td></tr> <tr><td>Level 5</td><td>51,354</td><td>25.90</td></tr> <tr><td>Level 6</td><td>52,962</td><td>26.71</td></tr> <tr><td>Level 7</td><td>54,572</td><td>27.52</td></tr> <tr><td>Level 8</td><td>56,300</td><td>28.39</td></tr> <tr><td>Level 9</td><td>58,029</td><td>29.27</td></tr> <tr><td>Level 10</td><td>59,758</td><td>30.14</td></tr> <tr><td>Level 11</td><td>61,487</td><td>31.01</td></tr> <tr><td>Level 12</td><td>63,215</td><td>31.88</td></tr> </tbody> </table>	Classification	Minimum annual rate	Minimum hourly rate		\$	\$	Level 1	45,686	23.04	Level 2	46,628	23.52	Level 3	47,896	24.16	Level 4	49,624	25.03	Level 5	51,354	25.90	Level 6	52,962	26.71	Level 7	54,572	27.52	Level 8	56,300	28.39	Level 9	58,029	29.27	Level 10	59,758	30.14	Level 11	61,487	31.01	Level 12	63,215	31.88
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<p>14.2 A full-time employee who works in a children’s or early childhood service which usually provides services over a period of at least eight hours each day for 48 weeks or more (such as a long day care centre) will be paid an additional 4% on the rates set out in clause 14.1 on the basis that the employee is not covered by the provisions of clause 19—Ordinary hours of work.</p> <p>14.3 The weekly rate of pay for an employee will be determined by dividing the annual rate by 52.18 and the fortnightly rate by dividing the annual rate by 26.09.</p>	<p>17.2 A full-time employee who works in a children’s or early childhood service which usually provides services over a period of at least eight hours each day for 48 weeks or more (such as a long day care centre) will be paid an additional 4% on the rates set out in clause 17.1 on the basis that the employee is not covered by the provisions of clause 15—Ordinary hours of work.</p> <p>17.3 The weekly rate of pay for an employee will be determined by dividing the annual rate by 52.18 and the fortnightly rate by dividing the annual rate by 26.09.</p>												
<p>14.4 Part-time employee</p> <p>A part-time employee will be paid pro rata, at the same rate as a full-time employee in the same classification, in accordance with the provisions of clause 10.4.</p>	<p><i>Clause deleted – provision is a duplication of 11.4 of the Exposure Draft.</i></p>												
<p>14.5 Casual employee</p> <p>(a) The salary payable to a casual employee will be:</p> <p>(i) no higher than the salary at Level 8 in clause 14.1 where the employee is engaged for less than five consecutive days; or</p> <p>(ii) where the employee is engaged for five or more consecutive days the salary will be the appropriate salary for the classification as specified in clause 13—Classifications,</p> <p>calculated in accordance with the table below:</p> <table border="1" data-bbox="268 1085 985 1356"> <tr> <td>Full day</td> <td>Weekly rate calculated in accordance with clause 14.3 divided by 5 plus 25%</td> </tr> <tr> <td>Half day</td> <td>Weekly rate calculated in accordance with clause 14.3 divided by 10 plus 25%</td> </tr> <tr> <td>Quarter day</td> <td>Weekly rate calculated in accordance with clause 14.3 divided by 20 plus 25%</td> </tr> </table>	Full day	Weekly rate calculated in accordance with clause 14.3 divided by 5 plus 25%	Half day	Weekly rate calculated in accordance with clause 14.3 divided by 10 plus 25%	Quarter day	Weekly rate calculated in accordance with clause 14.3 divided by 20 plus 25%	<p>17.4 Casual employee</p> <p>(a) The minimum wage payable to a casual employee will be:</p> <p>(i) where the employee is engaged for less than five consecutive days—no higher than the wage at Level 8 in clause 17.1; or</p> <p>(ii) where the employee is engaged for five or more consecutive days—the appropriate minimum wage for the classification as specified in clause 14—Classifications.</p> <p>(b) The minimum wage for a casual employee will be calculated in accordance with the following table:</p> <table border="1" data-bbox="1299 1085 2105 1356"> <tr> <td>Full day</td> <td>Weekly rate calculated in accordance with clause 17.3 divided by 5 plus 25%</td> </tr> <tr> <td>Half day</td> <td>Weekly rate calculated in accordance with clause 17.3 divided by 10 plus 25%</td> </tr> <tr> <td>Quarter day</td> <td>Weekly rate calculated in accordance with clause 17.3 divided by 20 plus 25%</td> </tr> </table>	Full day	Weekly rate calculated in accordance with clause 17.3 divided by 5 plus 25%	Half day	Weekly rate calculated in accordance with clause 17.3 divided by 10 plus 25%	Quarter day	Weekly rate calculated in accordance with clause 17.3 divided by 20 plus 25%
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<p>(b) Provided that:</p> <p>(i) a casual employee in a school will be paid for a minimum of half a day; where a day is the usual required attendance time for an employee at that school and a half day is half the usual required attendance time; and</p> <p>(ii) a casual employee in a children’s service or early childhood education service may be paid for a minimum of a quarter day.</p>	<p>(c) Minimum payments</p> <p>(i) Where a day is the usual required attendance time for an employee at a particular school and a half day is half the usual required attendance time; a casual employee in a school will be paid for a minimum of half a day.</p> <p>(ii) A casual employee in a children’s service or early childhood education service will be paid for a minimum of a quarter day.</p>																
<p>15. Allowances</p>	<p>18. Allowances</p> <p>18.1 Employers must pay to an employee the allowances the employee is entitled to under this clause. See Schedule C for a summary of monetary allowances and method of adjustment.</p>																
<p>15.1 Director’s allowance</p> <p>This clause applies only to an early childhood/preschool teacher who is appointed as a Director.</p> <p>(a) A full-time employee who is appointed as a Director will be paid, in addition to the amounts payable pursuant to clause 14—Minimum salary, an annual allowance based on a percentage of the standard rate, and calculated on the basis of the number of places in the centre for which they are responsible where:</p> <p>(i) Level 1 refers to a centre with no more than 39 places;</p> <p>(ii) Level 2 refers to a centre with 40–59 places; and</p> <p>(iii) Level 3 refers to a centre with 60 or more places.</p> <table border="1" data-bbox="280 1204 672 1452"> <thead> <tr> <th>Level</th> <th>% of standard rate per year</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>11.50</td> </tr> <tr> <td>2</td> <td>14.25</td> </tr> <tr> <td>3</td> <td>17.30</td> </tr> </tbody> </table>	Level	% of standard rate per year	1	11.50	2	14.25	3	17.30	<p>18.2 Wage related allowances—director’s allowance</p> <p>(a) This clause applies only to an early childhood/preschool teacher who is appointed as a Director.</p> <p>(b) A full-time employee who is appointed as a Director will be paid, in addition to the amounts payable under clause 17—Minimum wages, the following allowance which is based on a percentage of the standard rate, and calculated on the basis of the number of places in the centre for which they are responsible:</p> <table border="1" data-bbox="1294 997 1960 1204"> <thead> <tr> <th>Number of places</th> <th>\$ per annum</th> </tr> </thead> <tbody> <tr> <td>Up to 39 places</td> <td>5253.89</td> </tr> <tr> <td>40–59 places</td> <td>6510.26</td> </tr> <tr> <td>60 or more places</td> <td>7903.68</td> </tr> </tbody> </table> <p>(c) A part-time employee who is appointed as a Director will be paid, in addition to the amounts payable under clause 17—Minimum wages, an allowance in accordance with the table in clause 18.2(b), on a proportionate basis to the hours they work.</p> <p>(d) An employee required by the employer to act as a Director for at least 10 consecutive working days will be paid at the rate applicable to that position for the time they are in the position.</p>	Number of places	\$ per annum	Up to 39 places	5253.89	40–59 places	6510.26	60 or more places	7903.68
Level	% of standard rate per year																
1	11.50																
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Up to 39 places	5253.89																
40–59 places	6510.26																
60 or more places	7903.68																

<p>(b) A part-time employee who is appointed as a Director will be paid, in addition to the amounts payable pursuant to clause 14— Minimum salary, an allowance in accordance with the table in clause 15.1(a), on a proportionate basis to the hours they work.</p> <p>(c) An employee required by the employer to act as a Director for at least 10 consecutive working days will be paid at the rate applicable to that position for the time they are in the position.</p>	
<p>15.2 District allowances</p>	<p><i>Transitional provisions - clauses removed - obsolete</i></p>
<p>15.2 Leadership allowance</p> <p>This clause applies only to a teacher in a school.</p> <p>(a) Eligibility</p> <p>(i) A leadership allowance will be paid to an employee where the employer requires the performance of administrative, pastoral care and/or educational leadership duties additional to those usually required of teachers by the employer.</p> <p>(ii) An allowance is linked to a position of leadership rather than tied to an individual employee.</p> <p>(iii) The principal of the school determines who holds a position that is eligible for a leadership allowance.</p> <p>(b) Notification</p> <p>(i) The principal will provide written advice to an employee in receipt of an allowance of the position, its tenure, the duties required and the allowance to be paid.</p> <p>(ii) The principal will advise the employee of the level to which the position equates.</p> <p>(c) Structure of leadership allowances</p> <p>Leadership allowances will be determined by student numbers and the level of responsibility undertaken, as follows:</p>	<p>18.3 Wage related allowances—leadership allowance</p> <p>(a) Eligibility</p> <p>(i) This clause applies only to a teacher in a school.</p> <p>(ii) A leadership allowance will be paid to an employee where the employer requires the performance of administrative, pastoral care and/or educational leadership duties additional to those usually required of teachers by the employer.</p> <p>(iii) An allowance is linked to a position of leadership rather than tied to an individual employee.</p> <p>(iv) The principal of the school determines who holds a position that is eligible for a leadership allowance.</p> <p>(b) Notification</p> <p>(i) The principal will provide written advice to an employee in receipt of an allowance of the position, its tenure, the duties required and the allowance to be paid.</p> <p>(ii) The principal will advise the employee of the level to which the position equates.</p> <p>(c) Structure of leadership allowances</p> <p>Leadership allowances will be determined by student numbers and the level of responsibility undertaken, as follows:</p> <p>(i) School size</p>

<p>(i) School size</p> <p>Category A School with more than 600 students</p> <p>Category B School with between 300–600 students</p> <p>Category C School with between 100–299 students</p>	<table border="1"> <thead> <tr> <th>Category</th> <th>School size</th> </tr> </thead> <tbody> <tr> <td>Category A</td> <td>School with more than 600 students</td> </tr> <tr> <td>Category B</td> <td>School with between 300–600 students</td> </tr> <tr> <td>Category C</td> <td>School with between 100–299 students</td> </tr> </tbody> </table>	Category	School size	Category A	School with more than 600 students	Category B	School with between 300–600 students	Category C	School with between 100–299 students
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Category A	School with more than 600 students								
Category B	School with between 300–600 students								
Category C	School with between 100–299 students								
<p>(ii) Level of responsibility</p> <p>The level of additional responsibility can be categorised as either administrative, pastoral care or educational leadership, or a combination of these, as follows:</p> <p>Level 1 Positions of leadership such as responsibility for the management of a major department or a pastoral care or educational leadership position of equivalent status.</p> <p>Levels 2 and 3 Positions of leadership such as small learning area department heads, additional responsibilities such as co-ordination of a school publication, sports co-ordinator or similar responsibilities.</p> <p>A school will apply these allowances to positions of responsibility which are appropriate to its structure.</p> <p>(d) The assignment of a position to a particular level in this clause will reflect the graduation of responsibilities exercised in each school, whether, administrative, pastoral care or educational leadership, with Level 1 being the most significant level of responsibility.</p> <p>(e) Positions of leadership will be available in both primary and secondary schools.</p> <p>(f) A school with less than 100 students will determine positions of responsibility and allowances which are appropriate to its structure.</p>	<p>(ii) Level of responsibility</p> <p>The level of additional responsibility can be categorised as either administrative, pastoral care or educational leadership, or a combination of these, as follows:</p> <table border="1"> <tbody> <tr> <td>Level 1</td> <td>Positions of leadership such as responsibility for the management of a major department or a pastoral care or educational leadership position of equivalent status.</td> </tr> <tr> <td>Levels 2 and 3</td> <td>Positions of leadership such as small learning area department heads, additional responsibilities such as co-ordination of a school publication, sports co-ordinator or similar responsibilities.</td> </tr> </tbody> </table> <p>A school will apply these allowances to positions of responsibility which are appropriate to its structure.</p> <p>(d) The assignment of a position to a particular level in this clause will reflect the graduation of responsibilities exercised in each school, whether, administrative, pastoral care or educational leadership, with Level 1 being the most significant level of responsibility.</p> <p>(e) Positions of leadership will be available in both primary and secondary schools.</p> <p>(f) A school with less than 100 students will determine positions of responsibility and allowances which are appropriate to its structure.</p>	Level 1	Positions of leadership such as responsibility for the management of a major department or a pastoral care or educational leadership position of equivalent status.	Levels 2 and 3	Positions of leadership such as small learning area department heads, additional responsibilities such as co-ordination of a school publication, sports co-ordinator or similar responsibilities.				
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Levels 2 and 3	Positions of leadership such as small learning area department heads, additional responsibilities such as co-ordination of a school publication, sports co-ordinator or similar responsibilities.								

(g) Amount

The allowances are based on a percentage of the standard rate.

(i) The following allowances apply:

Category	% of standard rate		
	A	B	C
Level 1	8.00	7.00	6.30
Level 2	5.50	4.75	4.00
Level 3	2.75	2.35	1.60

(ii) Where the position of leadership is shared, the payments may also be shared.

(g) Amount

(i) The allowances are based on a percentage of the standard rate. The following allowances apply:

Category	\$ per annum		
	A	B	C
Level 1	3654.88	3198.02	2878.22
Level 2	2512.73	2170.09	1827.44
Level 3	1256.37	1073.62	730.98

(ii) Where the position of leadership is shared, the payments may also be shared.

15.3 Vehicle allowance

(a) An employee required by the employer to use the employee’s motor vehicle in the performance of duties must be paid the following allowances:

(i) Motor car

\$0.78 per kilometre with a maximum payment up to 400 kilometres per week.

(ii) Motorcycle

\$0.26 per kilometre with a maximum payment up to 400 kilometres per week.

(b) The employer must pay all expenses including registration, running and maintenance where an employer provides a motor vehicle which is used by an employee in the performance of the employee’s duties.

18.4 Expense related allowances—vehicle allowance

(a) An employee required by the employer to use the employee’s motor vehicle in the performance of duties must be paid the following allowances:

Vehicle	\$ per kilometer (km)
Motor car	\$0.78 per km with a maximum payment up to 400 km per week
Motorcycle	\$0.26 per km with a maximum payment up to 400 km per week

(b) The employer must pay all expenses including registration, running and maintenance where an employer provides a motor vehicle which is used by an employee in the performance of the employee’s duties.

<p>15.4 Adjustment of expense related allowances</p> <p>At the time of any adjustment to the standard rate, each expense-related allowance will be increased by the relevant adjustment factor. The relevant adjustment factor for this purpose is the percentage movement in the applicable index figure most recently published by the Australian Bureau of Statistics since the allowance was last adjusted.</p> <p>The applicable index figure published by the Australian Bureau of Statistics for the Eight Capitals Consumer Price Index (Cat No. 6401.0), as follows:</p> <table border="1" data-bbox="197 507 1032 643"> <thead> <tr> <th>Allowance</th> <th>Applicable Consumer Price Index figure</th> </tr> </thead> <tbody> <tr> <td>Vehicle allowance</td> <td>Private motoring sub-group</td> </tr> </tbody> </table>	Allowance	Applicable Consumer Price Index figure	Vehicle allowance	Private motoring sub-group	<p>C.2.1 Adjustment of expense related allowances</p> <p>(a) At the time of any adjustment to the standard rate, each expense-related allowance will be increased by the relevant adjustment factor. The relevant adjustment factor for this purpose is the percentage movement in the applicable index figure most recently published by the Australian Bureau of Statistics since the allowance was last adjusted.</p> <p>(b) The applicable index figure published by the Australian Bureau of Statistics for the Eight Capitals Consumer Price Index (Cat No. 6401.0), as follows:</p> <table border="1" data-bbox="1294 507 2092 643"> <thead> <tr> <th>Allowance</th> <th>Applicable Consumer Price Index figure</th> </tr> </thead> <tbody> <tr> <td>Vehicle allowance</td> <td>Private motoring sub-group</td> </tr> </tbody> </table>	Allowance	Applicable Consumer Price Index figure	Vehicle allowance	Private motoring sub-group
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Vehicle allowance	Private motoring sub-group								
<p>16. Accident pay</p>	<p><i>Transitional provisions - clauses removed - obsolete</i></p>								
<p>17. Payment of salary</p> <p>17.1 All monies payable will be paid:</p> <p>(a) once each fortnight;</p> <p>(b) once every four weeks at the end of the first fortnight including payment for two weeks in arrears and two weeks in advance; or</p> <p>(c) once every month with the payment being made as nearly as possible on the middle of each month including one half month in arrears and one half month in advance.</p> <p>17.2 An employer may elect to pay wages and allowances by cash, cheque or direct transfer. Where monies are paid by direct transfer, the employee has the right to nominate the financial institution and the account.</p>	<p>17.5 Payment of wages</p> <p>(a) All monies payable will be paid:</p> <p>(i) once each fortnight;</p> <p>(ii) once every four weeks at the end of the first fortnight which includes payment for two weeks in arrears and two weeks in advance; or</p> <p>(iii) once every month with the payment being made as nearly as possible on the middle of each month which includes one half month in arrears and one half month in advance.</p> <p>(b) An employer may elect to pay wages and allowances by cash, cheque or direct transfer. Where monies are paid by direct transfer, the employee has the right to nominate the financial institution and the account.</p> <p>NOTE: Regulations 3.33(3) and 3.46(1)(g) of <i>Fair Work Regulations 2009</i> set out the requirements for pay records and the content of payslips including the requirement to separately identify any allowance paid.</p>								

<p>18. Superannuation</p> <p><i>Provision not reproduced - no change</i></p>	<p>19. Superannuation</p> <p><i>Provision not reproduced – no change</i></p>
<p>Part 5—Hours of Work and Related Matters</p> <p>19. Ordinary hours of work</p> <p>19.1 This clause of the award provides for industry specific detail and supplements the NES that deals with maximum weekly hours. This clause does not apply to teachers, including a teacher appointed as a Director, employed in an early childhood service which operates for 48 or more weeks per year, who are covered by the provisions of Schedule B—Hours of Work and Related Matters—Teachers employed in early childhood services operating for at least 48 weeks per year.</p> <p>19.2 Notwithstanding the NES, and due to the operational requirements of employers in the industry, the ordinary hours of an employee under this award may be averaged over a 12 month period.</p> <p>19.3 The ordinary hours of work for an employee during term weeks are variable. In return, an employee is not generally required to attend for periods of time when the students are not present, subject to the needs of the employer with regard to professional development, student free days and other activities requiring the employee’s attendance.</p> <p>19.4 The maximum number of days that the employee will be required to attend during term weeks and non-term weeks will be 205 in each school year.</p> <p>19.5 The following circumstances are not included when calculating the 205 employee attendance days:</p> <ul style="list-style-type: none"> (a) co-curricular activities that are conducted on a weekend; (b) school related overseas and interstate trips, conferences and similar activities undertaken by mutual consent during non-term weeks; (c) when the employee appointed to a leadership position is performing duties in non-term weeks that are directly associated with the leadership position; 	<p>Part 3—Hours of Work</p> <p>15. Ordinary hours of work</p> <p>15.1 This clause of the award provides for industry specific detail and supplements the NES that deals with maximum weekly hours.</p> <p>15.2 This clause does not apply to teachers, including a teacher appointed as a Director, employed in an early childhood service which operates for 48 or more weeks per year who are covered by the provisions of Schedule A.</p> <p>15.3 Notwithstanding the NES, and due to the operational requirements of employers in the industry, the ordinary hours of an employee under this award may be averaged over a 12 month period.</p> <p>15.4 The ordinary hours of work for an employee during term weeks are variable. In return, an employee is not generally required to attend for periods of time when the students are not present, subject to the needs of the employer with regard to professional development, student free days and other activities requiring the employee’s attendance.</p> <p>15.5 The maximum number of days that the employee will be required to attend during term weeks and non-term weeks is 205 in each school year.</p> <p>15.6 The following circumstances are not included when calculating the 205 employee attendance days:</p> <ul style="list-style-type: none"> (a) co-curricular activities that are conducted on a weekend; (b) school related overseas and interstate trips, conferences and similar activities undertaken by mutual consent during non-term weeks; (c) when the employee appointed to a leadership position is performing duties in non-term weeks that are directly associated with the leadership position; (d) when the employee has boarding house responsibilities and the employee is performing those duties during term weeks and non-

<p>(d) when the employee has boarding house responsibilities and the employee is performing those duties during term weeks and non-term weeks; and</p> <p>(e) exceptional circumstances, such as the requirement to provide pastoral care to students in the event of a tragedy in the school community, in which an employee may be recalled to perform duties relating to their position.</p> <p>19.6 The provision of clause 19.4 does not apply to employers that adhere to the calendar and school year of a foreign country.</p> <p>19.7 The employer will provide written notice of the term weeks and days in non-term times on which the employees are required to attend, six months in advance of the requirement to attend.</p> <p>19.8 The annual salary and any applicable allowances payable under this award are paid in full satisfaction of an employee’s entitlements for the school year or a proportion of the school year. The employee’s absence from school during non-term weeks is deemed to include their entitlement to annual leave.</p>	<p>term weeks; and</p> <p>(e) exceptional circumstances, such as the requirement to provide pastoral care to students in the event of a tragedy in the school community, in which an employee may be recalled to perform duties relating to their position.</p> <p>15.7 The provision of clause 15.5 does not apply to employers that adhere to the calendar and school year of a foreign country.</p> <p>15.8 The employer will provide written notice of the term weeks and days in non-term times on which the employees are required to attend, six months in advance of the requirement to attend.</p> <p>15.9 The annual salary and any applicable allowances payable under this award are paid in full satisfaction of an employee’s entitlements for the school year or a proportion of the school year. The employee’s absence from school during non-term weeks is deemed to include their entitlement to annual leave.</p>
<p>20. Breaks</p> <p>20.1 An employee will be entitled to an unpaid meal break of 30 consecutive minutes no later than five hours after commencing work. This clause does not apply to teachers who are covered by the provisions of Schedule B—Hours of Work and Related Matters—Teachers employed in early childhood services operating for at least 48 weeks per year.</p>	<p>16. Breaks</p> <p>16.1 Unpaid meal break</p> <p>(a) An employee will be entitled to an unpaid meal break of 30 consecutive minutes no later than five hours after commencing work.</p> <p>(b) Clause 16.1(a) does not apply to teachers employed in early childhood services operating for at least 48 weeks per year who are covered by the provisions of Schedule A.</p>
<p>20.2 Where a teacher employed in an early childhood service is required to remain on the premises during the meal break they will be entitled to a paid meal break of no more than 30 minutes, and no less than 20 minutes no later than five hours after commencing work.</p>	<p>16.2 Paid meal break</p> <p>If a teacher employed in an early childhood service is required to remain on the premises during the meal break they will be entitled to a paid meal break of between 20 and 30 minutes no later than five hours after commencing work.</p>

<p>Part 6—Leave and Public Holidays</p> <p>21. Annual leave</p> <p>21.1 Annual leave is provided for in the NES. This clause of the award provides industry specific details and supplements the NES which deals with annual leave.</p> <p>21.2 An employee in a school, preschool or kindergarten must take annual leave during non-term weeks. Leave must generally be taken, in the case of an employee whose employment with the employer is continuing into the next school or preschool year, in the four-week period immediately following the final term week of the current school or preschool year, unless otherwise agreed with the employer.</p> <p>21.3 An employee may take annual leave re-credited in accordance with the NES only during non-term weeks as directed by the employer.</p>	<p>Part 5—Leave and Public Holidays</p> <p>20. Annual leave</p> <p>20.1 Annual leave is provided for in the NES. This clause of the award provides industry specific details and supplements the NES which deals with annual leave.</p> <p>NOTE: Where an employee is receiving overaward payments such that the employee's base rate of pay is higher than the rate specified under this award, the employee is entitled to receive the higher rate while on a period of paid annual leave (see ss.16 and 90 of the Act).</p> <p>20.2 An employee in a school, preschool or kindergarten must take annual leave during non-term weeks. Leave must generally be taken, in the case of an employee whose employment with the employer is continuing into the next school or preschool year, in the four-week period immediately following the final term week of the current school or preschool year, unless otherwise agreed with the employer.</p> <p>20.3 An employee may only take annual leave re-credited in accordance with the NES during non-term weeks as directed by the employer.</p>
<p>22. Pro rata payment of salary inclusive of annual leave</p> <p>22.1 This clause of the award provides industry specific detail and incorporates the NES entitlement with respect to annual leave. This clause does not apply to teachers covered by Schedule B—Hours of Work and Related Matters—Teachers employed in early childhood services operating for at least 48 weeks per year.</p> <p>22.2 The provisions of this clause will apply:</p> <p>(a) in the calculation of payment in regard to pro rata salary where an employee's employment ceases; or</p> <p>(b) in the calculation of payment in regard to pro rata salary if:</p> <p>(i) an employee commenced employment after the school or preschool service date;</p> <p>(ii) an employee has taken leave without pay of more than two</p>	<p>21. Pro rata payment of salary inclusive of annual leave</p> <p>21.1 This clause of the award provides industry specific detail and incorporates the NES entitlement with respect to annual leave.</p> <p>21.3 The provisions of this clause will apply:</p> <p>(a) in the calculation of payment of pro rata salary where an employee's employment ceases; or</p> <p>(b) in the calculation of payment of pro rata salary if:</p> <p>(i) an employee commenced employment after the school or preschool service date;</p> <p>(ii) an employee has taken leave without pay of more than two term weeks since the school or preschool service date; or</p> <p>(iii) the hours which an employee has worked at school or</p>

<p>term weeks since the school or preschool service date; or</p> <p>(iii) the hours which an employee has worked at school or preschool have varied since the school or preschool service date.</p>	<p>preschool have varied since the school or preschool service date.</p>
<p>22.3 Calculation of payments</p> $P = \frac{S \times C}{b} - d$ <p>P is the payment due</p> <p>s is the total salary paid in respect of term weeks, or part thereof, since the school or preschool service date or the date of employment in circumstances where the employee has been employed by the employer since the school or preschool service date.</p> <p>b is the number of term weeks, or part thereof in the school or preschool year</p> <p>c is the number of non-term weeks, or part thereof, in the school or preschool year</p> <p>d is the salary paid in respect of non-term weeks, or part thereof, that have occurred since the school or preschool service date or date of employment in circumstances where the employee has been employed by the employer since the school or preschool service date</p>	<p>21.4 Calculation of payments</p> <p>The calculation is as follows:</p> $P = \frac{S \times C}{B} - D$ <p>P is the payment due</p> <p>S is the total salary paid in respect of term weeks, or part thereof, since the school or preschool service date or the date of employment in circumstances where the employee has been employed by the employer since the school or preschool service date.</p> <p>B is the number of term weeks, or part thereof in the school or preschool year</p> <p>C is the number of non-term weeks, or part thereof, in the school or preschool year</p> <p>D is the salary paid in respect of non-term weeks, or part thereof, that have occurred since the school or preschool service date or date of employment in circumstances where the employee has been employed by the employer since the school or preschool service date</p>
<p>22.4 For the purpose of this clause:</p> <p>(a) school or preschool service date means the date from which employees are paid at the commencement of the school/preschool year in their first year of service with the employer; and</p>	<p>21.2 This clause does not apply to teachers employed in early childhood services operating for at least 48 weeks per year covered by Schedule A. For the purpose of this clause:</p> <p>(a) school or preschool service date means the date from which employees are paid at the commencement of the school/preschool</p>

<p>(b) employee means an employee other than a casual employee.</p> <p>22.5 The formula in clause 22.3 is intended to be used to calculate the pro rata salary inclusive of annual leave owing to an employee in respect of the school/preschool year in which the formula is applied.</p>	<p>year in their first year of service with the employer; and</p> <p>(b) employee means an employee other than a casual employee.</p>
<p>22.6 Termination of employment</p> <p>An employee will be entitled on termination of employment to a payment calculated in accordance with this clause.</p>	<p>30.2 Termination of employment</p> <p>An employee will be entitled on termination of employment to a payment calculated in accordance with clause 21.4.</p>
<p>22.7 Employees who commence employment after the commencement of the school or preschool year</p> <p>An employee who commences employment after the usual date of commencement at a school or preschool in any school/preschool year, will be paid from the date the employee commences, provided that at the end of the last school/preschool term or final semester in that year, the employee must be paid an amount calculated pursuant to clause 22.5 and will receive no salary or other payment other than payment under this clause until the school or preschool service date or the resumption of Term 1 or first semester in the following school/preschool year.</p>	<p>21.6 Employees who commence employment after the commencement of the school or preschool year</p> <p>(a) An employee who commences employment after the usual date of commencement at a school or preschool in any school/preschool year, will be paid from the date the employee commences.</p> <p>(b) At the end of the last school/preschool term or final semester in that year, the employee must be paid an amount calculated pursuant to clause 21.4 and will receive no salary or other payment other than payment under this clause until:</p> <p>(i) the school or preschool service date or the resumption of Term 1; or</p> <p>(ii) first semester in the following school/preschool year.</p>
<p>22.8 Employees who take approved leave without pay</p> <p>Where an employee takes leave without pay with the approval of the employer for a period which (in total) exceeds more than two term weeks in any year, the employee will be paid a salary calculated in accordance with this clause as follows:</p> <p>(a) if the leave without pay commences and concludes in the same school/preschool year, the payment will be calculated and made at the conclusion of the last school/preschool term or final semester in that year; and</p> <p>(b) if the leave without pay is to conclude in a school/preschool year following the school/preschool year in which the leave</p>	<p>21.7 Employees who take approved leave without pay</p> <p>Where an employee takes leave without pay with the approval of the employer for a period which (in total) exceeds more than two term weeks in any year, the employee will be paid a salary calculated in accordance with this clause as follows:</p> <p>(a) if the leave without pay commences and concludes in the same school/preschool year, the payment will be calculated and made at the conclusion of the last school/preschool term or final semester in that year; and</p> <p>(b) if the leave without pay is to conclude in a school/preschool year following the school/preschool year in which the leave commenced:</p>

<p>commenced:</p> <ul style="list-style-type: none"> (i) at the commencement of the leave, a payment will be calculated and made in respect of the school/preschool year in which the leave commences; or (ii) at the end of the last school/preschool term or final semester in that year in which the leave concludes, a payment will be calculated and made in respect of that school/preschool year. <p>If the employee returns early from leave any payment under clause 22.8(b)(i) will be taken into account in calculating the amount owed to the employee at the end of the last school/preschool term or final semester in that year.</p>	<ul style="list-style-type: none"> (i) at the commencement of the leave, a payment will be calculated and made in respect of the school/preschool year in which the leave commences; or (ii) at the end of the last school/preschool term or final semester in that year in which the leave concludes, a payment will be calculated and made in respect of that school/preschool year. (c) If the employee returns early from leave any payment under clause 21.7(b)(i) will be taken into account in calculating the amount owed to the employee at the end of the last school/preschool term or final semester in that year.
<p>23. Annual leave loading</p> <p>23.1 This clause of the award provides for industry specific detail and supplements the NES which deals with annual leave.</p> <p>23.2 An employee who has served throughout the school year is entitled to a leave loading of 17.5% on four weeks' annual leave. The loading will normally be paid:</p> <ul style="list-style-type: none"> (a) at the time that the employee is paid annual leave or pro rata annual leave; or (b) on the termination of employment by either party. 	<p>22. Annual leave loading</p> <p>22.1 This clause of the award provides for industry specific detail and supplements the NES which deals with annual leave.</p> <p>22.2 An employee who has served throughout the school year is entitled to a leave loading of 17.5% on four weeks' annual leave. The loading will normally be paid:</p> <ul style="list-style-type: none"> (a) at the time that the employee is paid annual leave or pro rata annual leave; or (b) on the termination of employment by either party.
<p>23.3 Leave loading is to be calculated using the following formula:</p> <p style="text-align: center;"><u>[Weekly salary x 4 x 17.5%] x term weeks worked by the employee in that school year</u></p> <p style="text-align: center;">Total term weeks in that school year</p> <p>For example, in the case of an employee with a weekly salary of \$1000 on termination of employment (or at the end of the final term week in the school year) who was employed at the school for 20 of the 38 term weeks in that school year, the calculation will be as follows:</p>	<p>22.3 Leave loading is to be calculated using the following formula:</p> <p style="text-align: center;"><u>[Weekly wage x 4 x 17.5%] x term weeks worked by the employee in that school year</u></p> <p style="text-align: center;">Total term weeks in that school year</p> <p>For example, in the case of an employee with a weekly salary of \$1000 on termination of employment (or at the end of the final term week in the school year) who was employed at the school for 20 of the 38 term weeks in that school year, the calculation will be as follows:</p> <p style="text-align: center;">\$1000 x 4 x 17.5% = \$700</p>

<p>$\\$1000 \times 4 \times 17.5\% = \\700</p> <p>$\\$700 \times 20/38 = \\368.42</p> <p>23.4 Clause 23.3 does not apply to teachers covered by Schedule B—Hours of Work and Related Matters—Teachers employed in early childhood services operating for at least 48 weeks per year.</p> <p>23.5 Notwithstanding clauses 23.2 and 23.3, an employer may pay annual leave loading to the employee with each salary payment throughout the school year by increasing the annual rate of pay as at the commencement of the school year, or as subsequently varied, by 1.342%. Where an employer elects to pay leave loading with each salary payment throughout the school year, the employer will advise the employee in their letter of appointment.</p>	<p>$\\$700 \times 20/38 = \\368.42</p> <p>22.4 Clause 22.3 does not apply to teachers covered by Schedule A—Hours of Work and Related Matters—Teachers employed in early childhood services operating for at least 48 weeks per year.</p> <p>22.5 Despite clauses 22.2 and 22.3, an employer may pay annual leave loading to the employee with each wage payment throughout the school year by increasing the annual rate of pay as at the commencement of the school year, or as subsequently varied, by 1.342%.</p> <p>22.6 An employer that elects to pay leave loading with each wage payment throughout the school year will advise the employee in their letter of appointment.</p>
<p>24. Personal/carer's leave and compassionate leave Personal/carer's leave and compassionate leave are provided for in the NES.</p>	<p>23. Personal/carer's leave and compassionate leave Personal/carer's leave and compassionate leave are provided for in the NES.</p>
<p><i>Clause inserted – proposed new provision</i></p>	<p>24. Parental leave and related entitlements Parental leave and related entitlements are provided for in the NES.</p>
<p>25. Community service leave Community service leave is provided for in the NES.</p>	<p>26. Community service leave Community service leave is provided for in the NES.</p>
<p>26. Public holidays</p> <p>26.1 Public holidays are provided for in the NES.</p> <p>26.2 Substitution of public holidays</p> <p>An employer may substitute a public holiday or part holiday for another day or part day to be taken during term weeks in the school year.</p>	<p>25. Public holidays</p> <p>25.1 Public holiday entitlements are provided for in the NES.</p> <p>25.2 Substitution of public holidays</p> <p>An employer may substitute a public holiday or part holiday for another day or part day to be taken during term weeks in the school year.</p>
<p><i>Clause inserted – proposed new provision</i></p>	<p>25.3 Part-day public holidays</p> <p>For provisions in relation to part-day public holidays see Schedule D—2015 Part-day Public Holidays.</p>

<p>Schedule A —Transitional Provisions</p> <p><i>Transitional provision - clause removed - obsolete</i></p>	<p><i>Transitional provision - clause removed - obsolete</i></p>
<p>Schedule A—Hours of Work and Related Matters—Teachers employed in early childhood services operating for at least 48 weeks per year</p> <p><i>Provision not reproduced</i></p>	<p>Schedule A—Hours of Work and Related Matters—Teachers employed in early childhood services operating for at least 48 weeks per year</p> <p><i>Provision not reproduced</i></p>
<p><i>Clause inserted - proposed new provision</i></p>	<p>Schedule B—Summary of Rates of Pay</p> <p><i>Provision not reproduced</i></p>
<p><i>Clause inserted - proposed new provision</i></p>	<p>Schedule C—Summary of Monetary Allowances</p> <p><i>Provision not reproduced</i></p>
<p>Schedule C—2015 Part-day Public Holidays</p> <p><i>Provision not reproduced</i></p>	<p>Schedule D—2015 Part-day Public Holidays</p> <p><i>Provision not reproduced</i></p>