



Australian Government

Fair Work

OMBUDSMAN

PAY AND CONDITIONS GUIDE

Educational Services (Schools) General Staff Award 2010 [MA000076] ('modern award')

replacing terms and conditions in or derived from

Miscellaneous Workers' Independent Schools And Colleges, &C. (State) Award [AN120345] ('pre-modern award')

(NSW)

Effective from 01 January 2014.

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Background

This guide was developed by the Fair Work Ombudsman to assist employers and employees covered by this modern award, pre-modern award and pay scales derived from this pre-modern award to identify minimum wages, penalties, loadings and allowances.

Transitional arrangements

Modern awards commenced operation on 01 January 2010. However, minimum wage, loading and penalty entitlements commence from 01 July 2010. Almost all modern awards include provisions to 'transition' employers and employees from their pre-modern award to the modern award system.

This modern award includes transitional provisions that provide for the 'phasing in' of increases or decreases in minimum wages, penalties and loadings in the modern award in 5 increments over 4 years from 01 July 2010. All other terms and conditions in this modern award apply in full from 01 January 2010.

The rates in this guide are current from the first pay period on or after 01 July 2013. The rates set out in this guide will change from the first full period on or after 01 July each year to take account of Fair Work Australia's annual wage review and transitional arrangements. The rates may also change as a result of a Fair Work Australia decision to vary the modern award or pay and condition entitlements of the modern award from time to time.

Transitional arrangements for Division 2B State awards

Division 2B State awards (other than Division 2B enterprise awards) terminate at the end of 31 December 2010 and, from 1 January 2011, employers and employees are covered by the relevant modern award. However, most modern awards provide that all the terms of Division 2B State awards continue to apply until the end of the full pay period which started before 1 February 2011.

The employers affected include sole traders, partnerships, other unincorporated entities and non-trading corporations in New South Wales, Queensland, South Australia and Tasmania who are covered by a Division 2B State award.

From the first full pay period starting on or after 1 February 2011, an employer who was covered by a Division 2B State award, must comply with all of the terms and conditions contained in their relevant modern award, and any transitional arrangements that apply. Transitional arrangements in most modern awards for Division 2B State award employers provide that from the first full pay period starting on or after 1 February 2011, they must pay at least the same minimum wage rates, penalties and loadings as national system employers who are transitioning from the equivalent NAPSA. There are some exceptions and special transitional arrangements that apply in certain situations. If you require help determining whether these exceptions or special transitional arrangements apply to you, please contact the Fair Work Infoline on 13 13 94.

Note: Modern awards are not intended to reduce an employee's take-home pay. An employee or his/her union can apply to Fair Work Australia for a take-home pay order to remedy any reduction in his/her overall take-home pay.

Who should use the guide?

Employees and employers who were entitled to terms and conditions in or derived from this pre-modern award and who are now covered by this modern award.

A guide that has an AP (Pre-reform award) code typically applies to employees employed by a constitutional corporation. Usually these are companies that engage in trading or financial activities. Private companies are often identified by the 'Pty Ltd' in their name. It applies to employers in those categories who were bound by the award immediately prior to 01 January 2010.

A guide that has an AN (Notional agreement preserving State awards) code also typically applies to employees employed by a constitutional corporation. However, unlike pre-reform awards these are notional federal agreements that were created on 27 March 2006. Generally, they preserved the terms and conditions of employment (not including wage rates) in state awards and/or state legislation that applied immediately before 27 March 2006 to employees of constitutional corporations in NSW, QLD, SA, WA and TAS where State award/laws applied to those employers prior to 27 March 2006.

A guide that has an AT code typically applies to employees employed by non-constitutional corporations immediately before 27 March 2007 where the employer was bound by a Federal award. These will be sole traders, partnerships, other unincorporated entities or non-trading/financial corporations.

The guide contains information from this modern award about:

- who the modern award covers;
- wage rates, including rates for casual employees, junior employees, trainees and apprentices;
- penalty rates for working at particular times or under particular arrangements;
- allowances; and
- other conditions of employment.

What if an agreement applies to employees covered by the modern award?

Minimum wage entitlements in a modern award override lesser wage entitlements in an agreement or contract of employment at all times, including agreements and contracts that were made before the commencement of the *Fair Work Act 2009*. All employees covered by the modern award must not be paid less than the rate of pay in the modern award.

However, the penalty rates and allowances in the modern award do not apply to agreement-covered employees, unless the agreement is read in conjunction with the modern award (e.g. a pre-reform certified agreement (a type of collective agreement made before 27 March 2006)).

If you require assistance with any provisions of this guide please contact the **Fair Work Infoline** on **13 13 94**.

Coverage

This award covers employers in the school education industry throughout Australia and their employees employed in the classifications contained in Schedule B to the exclusion of any other modern award.

The award does not cover an employee excluded from award coverage by the Act.

The award does not cover employees who are covered by a modern enterprise award, or an enterprise instrument (within the meaning of the Fair Work (Transitional Provisions and Consequential Amendments) Act 2009 (Cth)), or employers in relation to those employees.

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 Fair Work (Transitional Provisions and Consequential Amendments) Act 2009 (Cth)), or employers in relation to those employees.

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, 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.

This award covers employers which provide group training services for apprentices and/or trainees engaged in the industry and/or parts of industry set out at clause 4.1 and those apprentices and/or trainees engaged by a group training service hosted by a company to perform work at a location where the activities described herein are being performed. This subclause operates subject to the exclusions from coverage in this award.

This award does not apply to:

- a teacher engaged as such;
- a principal or deputy principal, however named;
- a bursar or business manager, however named being the most senior administrative employee employed with delegated authority to act for the employer; or
- a member of a recognised religious teaching order and/or a Minister of Religion or a person engaged for the purpose of religious instruction, supervision of prayers or to undertake other religious duties of a non - teaching nature.

Where an employer is covered by more than one award, an employee of that employer is covered by the award classification which is most appropriate to the work performed by the employee and to the environment in which the employee normally performs the work.

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.

Wages

This modern award includes transitional arrangements that apply to minimum wage entitlements from the first pay period on or after 01 July 2010 until the first pay period on or after 01 July 2014 (when modern award wages commence in full).

The following wage tables set out base rates of pay for classifications under the modern award.

It also sets out how the modern award classification matches up with pre-modern award classification. If there is no classification match the employee may be covered by another pre-modern award, or another modern award, such as a modern award that covers the employee's occupation rather than the industry.

The base rates of pay in this guide include any applicable industry allowance. The base rates of pay also include any increase from Fair Work Australia's annual wage review. For more information about transitional arrangements for minimum wage entitlements, please visit www.fairwork.gov.au

Casual employees

The rates for casual employees set in the table below are minimum rates for **ordinary hours** only.

Please visit www.fairwork.gov.au for information about penalty entitlements for casual employees.

*Post 26 March 2006 employer

Wage rates for casual employees of employers that became part of the national system after 26 March 2006 do not include annual leave loading because those employees did not have a pre-modern award entitlement to annual leave loading.

Adult

The rates in this guide are current from the first pay period on or after 01 January 2014.

Full & Part Time

Modern award classification	Pre-modern award classification	Base rate of pay (hourly)
Level 1		
Pay point 1.1	Level 1	\$16.85
Pay point 1.1	Level 2	\$17.03
Pay point 1.2	Level 1	\$17.49
Pay point 1.2	Level 2	\$17.49
Pay point 1.3	Level 1	\$18.01
Pay point 1.3	Level 2	\$18.07
Level 2		
Pay point 2.1	Level 2	\$18.19
Pay point 2.1	Level 3	\$18.25
Pay point 2.1	Level 4	\$18.27
Pay point 2.2	Level 2	\$18.66
Pay point 2.2	Level 3	\$18.72
Pay point 2.2	Level 4	\$18.83
Level 3		

Modern award classification	Pre-modern award classification	Base rate of pay (hourly)
Pay point 3.1	Level 4	\$19.02
Pay point 3.1	Level 5	\$19.22
Pay point 3.2	Level 4	\$19.30
Pay point 3.2	Level 5	\$19.42
Level 4		
Pay point 4.1	Level 6	\$20.14
Pay point 4.2	Level 6	\$21.02
Level 5		
Pay point 5.1	Level 6	\$21.58
Pay point 5.2	Level 6	\$22.44
Level 6		
Pay point 6.1	Level 6	\$23.11
Pay point 6.2	Level 6	\$24.43

Casual

Modern award classification	Pre-modern award classification	Base rate of pay (hourly)	Post 26 March 2006 employer*
Level 1			
Pay point 1.1	Level 1	\$21.23 (26%)	\$20.89 (24%)
Pay point 1.1	Level 2	\$21.45 (26%)	\$21.11 (24%)
Pay point 1.2	Level 1	\$22.04 (26%)	\$21.69 (24%)
Pay point 1.2	Level 2	\$22.04 (26%)	\$21.69 (24%)
Pay point 1.3	Level 1	\$22.69 (26%)	\$22.33 (24%)
Pay point 1.3	Level 2	\$22.77 (26%)	\$22.41 (24%)
Level 2			
Pay point 2.1	Level 2	\$22.92 (26%)	\$22.55 (24%)
Pay point 2.1	Level 3	\$23.00 (26%)	\$22.63 (24%)
Pay point 2.1	Level 4	\$23.02 (26%)	\$22.66 (24%)
Pay point 2.2	Level 2	\$23.51 (26%)	\$23.13 (24%)
Pay point 2.2	Level 3	\$23.59 (26%)	\$23.21 (24%)
Pay point 2.2	Level 4	\$23.72 (26%)	\$23.35 (24%)
Level 3			
Pay point 3.1	Level 4	\$23.96 (26%)	\$23.58 (24%)
Pay point 3.1	Level 5	\$24.21 (26%)	\$23.83 (24%)
Pay point 3.2	Level 4	\$24.32 (26%)	\$23.93 (24%)
Pay point 3.2	Level 5	\$24.47 (26%)	\$24.08 (24%)
Level 4			
Pay point 4.1	Level 6	\$25.37 (26%)	\$24.97 (24%)
Pay point 4.2	Level 6	\$26.49 (26%)	\$26.07 (24%)
Level 5			
Pay point 5.1	Level 6	\$27.20 (26%)	\$26.76 (24%)
Pay point 5.2	Level 6	\$28.27 (26%)	\$27.83 (24%)
Level 6			
Pay point 6.1	Level 6	\$29.12 (26%)	\$28.66 (24%)
Pay point 6.2	Level 6	\$30.78 (26%)	\$30.29 (24%)

Junior

Junior employees are not covered by this guide for the modern award and pre-modern award.

Apprentice

The rates in this guide are current from the first pay period on or after 01 January 2014.

Full Time

Modern award classification	Pre-modern award classification	Base rate of pay (hourly)
Starting apprenticeship before 1/1/2014		
First year	First year	\$8.58
Second year	Second year	\$10.64
Junior apprentices		
Third year	Third year	\$14.09
Fourth year	Fourth year	\$16.90
Adult apprentices		
First, Second & Third years	First year	\$15.43
First, Second & Third years	Second year	\$15.89
First, Second & Third years	Third year	\$16.19
Fourth year	Fourth year	\$16.90
Starting apprenticeship on or after 1/1/2014		
Work performed before ppc 1/1/2015, First year	First year	\$9.54
Work performed before ppc 1/1/2015, Second year	Second year	\$11.59

Adult apprentices

The rate of pay for an adult apprentice will be the rate prescribed for the lowest classification in **Annual rates of pay**, or the rate prescribed in **Junior apprentice rates** for the relevant year of the apprenticeship, whichever is the greater.

Trainee

This modern award incorporates trainee rates derived from the National Training Wage Schedule (NTW Sch.), as adjusted from time to time.

Supported Wage

Please refer to clause 21 of the modern award.

For detail of the supported wage provisions see the full version of the modern award.

Penalties and Loadings (other than casual or part-time loadings for ordinary hours)

Where an employee had an entitlement to a loading/penalty rate before 01 January 2010 that is exactly the same as the modern award loading/penalty entitlement the modern award loading/penalty applies in full from 01 January 2010.

Transitional arrangements

This modern award includes transitional arrangements that apply to loading/penalty entitlements where there is a difference in modern award and pre-modern award loading/penalty entitlements. Transitional arrangements apply from the first pay period on or after 01 July 2010 until the first pay period on or after 01 July 2014 (when modern award loadings/penalties apply in full).

Different arrangements apply depending on whether the entitlements are “equivalent” or not.

- A pre-modern award loading/penalty will be “equivalent” to a modern award entitlement where the loading/penalty applies:
 - for the same purpose (e.g. Saturday penalty);
 - for the same time periods; and
 - in the same way#.
- #A pre-modern award and modern award loading/penalty applies in the same way if the entitlements are both:
 - paid at the same frequency, such as per hour or per shift; and
 - paid as a percentage of the same amount (e.g. both penalties are paid as a percentage of the employee’s classification rate, rather than as a percentage of a different amount or paid as a flat dollar amount).

Casual loadings and penalties also need to interact with each other in the same way in the pre-modern award and modern award to be equivalent (e.g. the loading and penalty rate are calculated on the base hourly rate in both instruments).

Equivalent entitlements

If the pre-modern award loading/penalty rate is “equivalent” to the modern award loading/penalty rate the penalty rate is calculated as follows:

1. The difference between the two loading/penalty rates is referred to as a “transitional percentage”. The transitional percentage stays the same every year.
2. A proportion of the transitional percentage is calculated each year as follows:

First full pay period on or after	Proportion of transitional percentage
01 July 2010	80%
01 July 2011	60%
01 July 2012	40%
01 July 2013	20%
01 July 2014	0%

3. Where the modern award loading/penalty is higher, the penalty rate is obtained by subtracting the proportion of the transitional percentage.

Example:

The table below shows the percentage penalty rates that apply from the first full pay period on or after 01 July 2010 until the last full pay period before 01 July 2011 for common penalty rates.

Please note the below table is a guide **only** and can only be used when the entitlements are equivalent and the modern award penalty is higher.

1/01/2010	1/07/2014	1/07/2010
Pre-modern award penalty	Modern award penalty	Penalty rate (phased)
25%	50%	30%
50%	75%	55%
50%	100%	60%
75%	100%	80%

4. Where the modern award loading/penalty is lower, the penalty rate is obtained by adding the proportion of the transitional percentage.

Example:

The table below shows the percentage penalty rates that apply from the first full pay period on or after 01 July 2010 until the last full pay period before 01 July 2011 for common penalty rates.

Please note the below table is a guide **only** and can only be used when the entitlements are equivalent and the modern award penalty is lower.

1/01/2010	1/07/2014	1/07/2010
Pre-modern award penalty	Modern award penalty	Penalty rate (phased)
50%	25%	45%
75%	50%	70%
100%	50%	90%
100%	75%	95%

Entitlements that are not equivalent

If pre-modern award and modern award penalty rates are not "equivalent", the following approach applies:

1. Loadings/penalty rates from a modern award are phased in from zero in five instalments of 20% by multiplying the penalty rate by the following percentage:

First full pay period on or after	Percent of modern award loading/penalty
01 July 2010	20%
01 July 2011	40%
01 July 2012	60%
01 July 2013	80%
01 July 2014	100%

2. Pre-modern award loadings/penalty rates are phased out to zero in five instalments of 20% by multiplying the penalty rate by the following percentage:

First full pay period on or after	Percent of pre-modern award loading/penalty
01 July 2010	80%
01 July 2011	60%
01 July 2012	40%
01 July 2013	20%
01 July 2014	0%

Please note that a pre-modern award penalty rate can be 'phased out' at the same time that a modern award penalty is 'phasing in' (i.e. where different entitlements apply in the same time period). This means that two different rates may apply for the same time period.

Example:

The table below shows the percentage penalty rates that apply from the first full pay period on or after 01 July 2010 until the last full pay period before 01 July 2011 for common penalty rates.

Please note the below table is a guide **only** and can only be used when the entitlements are not equivalent.

1/01/2014	1/07/2010
Modern award penalty	Penalty rate (phased)
	(20.00%)
10.00%	2.00%
20.00%	4.00%
25.00%	5.00%
50.00%	10.00%
75.00%	15.00%
100.00%	20.00%
120.00%	24.00%
125.00%	25.00%
130.00%	26.00%
150.00%	30.00%

1/01/2010	1/07/2010
Pre-modern award penalty	Penalty rate (phased)
	(80.00%)
10.00%	8.00%
20.00%	16.00%
25.00%	20.00%
50.00%	40.00%
75.00%	60.00%
100.00%	80.00%
120.00%	96.00%
125.00%	100.00%
130.00%	104.00%
150.00%	120.00%

New entitlements

Where an employee did not have a particular loading/penalty entitlement before 01 January 2010, the modern award loading/penalty is phased in from zero as a new entitlement from the first pay period on or after 01 July 2010 by multiplying the penalty rate by the following percentage:

First full pay period on or after	Percent of modern award loading/penalty
01 July 2010	20%
01 July 2011	40%
01 July 2012	60%
01 July 2013	80%
01 July 2014	100%

Example:

The table below shows the percentage penalty rates that apply from the first full pay period on or after 01 July 2010 until the last full pay period before 01 July 2011 for common penalty rates.

Please note the below table is a guide **only** and can only be used when the entitlements in the modern award are new.

1/07/2014	1/07/2010
Modern award penalty	Penalty rate (phased)
25%	5%
50%	10%
75%	15%
100%	20%

For more information about transitional arrangements for loading/penalty entitlements please visit www.fairwork.gov.au and/or contact the **Fair Work Infoline** on **13 13 94** for advice and assistance.

Allowances

Allowances in modern awards apply in full from 01 January 2010 (although the rates may change from time to time).

All states covered by this instrument Full Time, Part Time, Casual

Clause	Allowance Type	Description	Effective Date	Rate
16.3(a)(i)	First aid allowance	<p>An employee who is designated by the employer to perform first aid duty, including the dispensing of medication to students in accordance with medication plans, and who holds a current recognised first aid qualification, will be paid an allowance.</p> <p>This allowance does not apply to a nurse, an employee employed only as a first aid officer, or an employee whose appointment to the position of first aid officer has been taken into account in classifying their position.</p>	1/07/2013	\$624.1172 per annum (3,271.69%)
16.3(a)(ii)	First aid allowance	<p>If the first aid allowance is designated to be paid on a daily basis, the allowance is as follows.</p> <p>(1/240th of 1.65% of the standard rate per annum = 13.622110% per day)</p>	1/07/2013	\$2.5986 per day (13.62%)
16.4(a)(ii)	Meal allowance	<p>Where an employer requires an employee to undertake more than two hours' overtime after the completion of a full day of work (at least 7.6 hours), the employer will provide a meal to the employee, or if it is not possible to provide a meal, the employer will pay a meal allowance.</p> <p>The allowance will not apply if an employee could reasonably return home for a meal.</p>	1/07/2013	\$14.0800 per occasion

Clause	Allowance Type	Description	Effective Date	Rate
16.6(a)(i)	Overnight stay	<p>Where the employer requires a boarding supervision services employee or a nursing services employee to sleepover on the employer's premises or at a school camp site for a period outside that of the employee's normal rostered hours of duty, the employee will be entitled to an allowance as follows.</p> <p>A sleepover is defined as sleeping in at night to undertake duty of care requirements and to be on call for emergencies.</p> <p>This allowance does not apply where an employee is provided with reasonable accommodation including living quarters, fuel and light, and available to the employee for their exclusive use.</p> <p>(0.11% of the standard yearly rate x 38 x 52.18 = 218.1124% of the standard hourly rate)</p>	1/07/2013	\$41.6078 per sleepover (218.11%)
16.7	Tool allowance	<p>Tradesperson - except for a carpenter or joiner</p> <p>Where an employer does not provide all tools necessary for a tradesperson to perform their work, a tradesperson will be paid a tool allowance.</p>	1/07/2010	<p>\$0.3866 per hour.</p> <p>This weekly allowance has been converted to an hourly amount. It should be applied to all ordinary hours of work (up to a maximum of 38 hours per week).</p>
16.7	Tool allowance	Tradesperson - carpenter or joiner	1/07/2010	<p>\$0.7318 per hour.</p> <p>This weekly allowance has been converted to an hourly amount. It should be applied to all ordinary hours of work</p>

Clause	Allowance Type	Description	Effective Date	Rate
				(up to a maximum of 38 hours per week).
16.7	Tool allowance	<p>1st year junior apprentice other than carpenter or joiner</p> <p>Where an employer does not provide all tools necessary for an apprentice to perform their work, an apprentice will be paid the relevant percentage of the tradesperson tool allowance for supplying and maintaining tools ordinarily required in the performance of their work.</p>	1/07/2010	\$0.1740 per hour. This weekly allowance has been converted to an hourly amount. It should be applied to all ordinary hours of work (up to a maximum of 38 hours per week). (45.00%)
16.7	Tool allowance	<p>2nd year junior apprentice - other than carpenter or joiner</p> <p>Where an employer does not provide all tools necessary for an apprentice to perform their work, an apprentice will be paid the relevant percentage of the tradesperson tool allowance for supplying and maintaining tools ordinarily required in the performance of their work.</p>	1/07/2010	\$0.2126 per hour. This weekly allowance has been converted to an hourly amount. It should be applied to all ordinary hours of work (up to a maximum of 38 hours per week). (55.00%)
16.7	Tool allowance	<p>3rd year junior apprentice - other than carpenter or joiner</p> <p>Where an employer does not provide all tools necessary for an apprentice to perform their work, an apprentice will be paid the relevant percentage of the tradesperson tool allowance for supplying and maintaining tools ordinarily required in the performance of their work.</p>	1/07/2010	\$0.2899 per hour. This weekly allowance has been converted to an hourly amount. It should be applied to all ordinary hours of work (up to a maximum of 38 hours per week). (75.00%)

Clause	Allowance Type	Description	Effective Date	Rate
16.7	Tool allowance	<p>4th year junior apprentice - other than carpenter or joiner</p> <p>Where an employer does not provide all tools necessary for an apprentice to perform their work, an apprentice will be paid the relevant percentage of the tradesperson tool allowance for supplying and maintaining tools ordinarily required in the performance of their work.</p>	1/07/2010	\$0.3479 per hour. This weekly allowance has been converted to an hourly amount. It should be applied to all ordinary hours of work (up to a maximum of 38 hours per week). (90.00%)
16.7	Tool allowance	<p>1st year junior apprentice carpenter or joiner</p> <p>Where an employer does not provide all tools necessary for an apprentice to perform their work, an apprentice will be paid the relevant percentage of the tradesperson tool allowance for supplying and maintaining tools ordinarily required in the performance of their work.</p>	1/07/2010	\$0.3293 per hour. This weekly allowance has been converted to an hourly amount. It should be applied to all ordinary hours of work (up to a maximum of 38 hours per week). (45.00%)
16.7	Tool allowance	<p>2nd year junior apprentice carpenter or joiner</p> <p>Where an employer does not provide all tools necessary for an apprentice to perform their work, an apprentice will be paid the relevant percentage of the tradesperson tool allowance for supplying and maintaining tools ordinarily required in the performance of their work.</p>	1/07/2010	\$0.4025 per hour. This weekly allowance has been converted to an hourly amount. It should be applied to all ordinary hours of work (up to a maximum of 38 hours per week). (55.00%)
16.7	Tool allowance	<p>3rd year junior apprentice carpenter or joiner</p> <p>Where an employer does not provide all tools necessary for an apprentice to perform their work, an apprentice will be paid the</p>	1/07/2010	\$0.5489 per hour. This weekly allowance has been converted to an hourly amount. It should

Clause	Allowance Type	Description	Effective Date	Rate
		relevant percentage of the tradesperson tool allowance for supplying and maintaining tools ordinarily required in the performance of their work.		be applied to all ordinary hours of work (up to a maximum of 38 hours per week). (75.00%)
16.7	Tool allowance	4th year junior apprentice carpenter or joiner Where an employer does not provide all tools necessary for an apprentice to perform their work, an apprentice will be paid the relevant percentage of the tradesperson tool allowance for supplying and maintaining tools ordinarily required in the performance of their work.	1/07/2010	\$0.6587 per hour. This weekly allowance has been converted to an hourly amount. It should be applied to all ordinary hours of work (up to a maximum of 38 hours per week). (90.00%)
16.8(a)	Uniform allowance	Where an employer requires an employee to wear a uniform or protective clothing, which includes clothing and/or footwear, the employer will provide the uniform or protective clothing, reimburse the employee for the purchase of the uniform or clothing, or provide a uniform or protective clothing allowance as follows.	1/01/2010	\$1.2000 per day, up to a maximum of \$6.00 per week
16.8(a)	Laundry	Where an employer requires an employee to wear a uniform or protective clothing, which includes clothing and/or footwear, the employer will either launder the clothing at their own cost, or provide a laundry allowance as follows.	1/01/2010	\$0.3000 per day, up to a maximum of \$1.50 per week
16.9(a)(i)	Vehicle allowance	An employee required by the employer to use their own motor vehicle in the performance of duties must be paid the following allowance - Motor car	1/07/2013	\$0.7600 per kilometre, with a maximum payment for 400 kilometres per week

Clause	Allowance Type	Description	Effective Date	Rate
16.9(a)(ii)	Vehicle allowance	An employee required by the employer to use their own motor vehicle in the performance of duties must be paid the following allowance - Motorcycle	1/01/2010	\$0.2500 per kilometre, with a maximum payment for 400 kilometres per week
16.7	Tool allowance	1st year junior apprentice other than carpenter or joiner starting apprenticeship on or after 1/1/2014 Where an employer does not provide all tools necessary for an apprentice to perform their work, an apprentice will be paid the relevant percentage of the tradesperson tool allowance for supplying and maintaining tools ordinarily required in the performance of their work.	1/01/2014	\$0.1933 per hour. This weekly allowance has been converted to an hourly amount. It should be applied to all ordinary hours of work (up to a maximum of 38 hours per week). (50.00%)
16.7	Tool allowance	2nd year junior apprentice - other than carpenter or joiner starting apprenticeship on or after 1/1/2014 Where an employer does not provide all tools necessary for an apprentice to perform their work, an apprentice will be paid the relevant percentage of the tradesperson tool allowance for supplying and maintaining tools ordinarily required in the performance of their work.	1/01/2014	\$0.2319 per hour. This weekly allowance has been converted to an hourly amount. It should be applied to all ordinary hours of work (up to a maximum of 38 hours per week). (60.00%)
16.7	Tool allowance	1st year junior apprentice carpenter or joiner starting apprenticeship on or after 1/1/2014]] Where an employer does not provide all tools necessary for an apprentice to perform their work, an apprentice will be paid the relevant percentage of the tradesperson tool allowance for supplying and maintaining tools ordinarily required in the performance of their work.	1/01/2014	\$0.3659 per hour. This weekly allowance has been converted to an hourly amount. It should be applied to all ordinary hours of work (up to a maximum of 38 hours per week). (50.00%)

Clause	Allowance Type	Description	Effective Date	Rate
16.7	Tool allowance	<p>2nd year junior apprentice carpenter or joiner starting apprenticeship on or after 1/1/2014</p> <p>Where an employer does not provide all tools necessary for an apprentice to perform their work, an apprentice will be paid the relevant percentage of the tradesperson tool allowance for supplying and maintaining tools ordinarily required in the performance of their work.</p>	1/01/2014	\$0.4391 per hour. This weekly allowance has been converted to an hourly amount. It should be applied to all ordinary hours of work (up to a maximum of 38 hours per week). (60.00%)

Other Conditions

The following conditions in the modern award apply in full from 1 January 2010. Please note that the below table is a summary of commonly applicable entitlements in the modern award, there may be other entitlements in the modern award that are relevant to particular employers or employees. Please refer to the modern award for full details.

Note: The National Employment Standards (**NES**) operate together with modern awards to provide minimum conditions of employment for employers and employees in the national system. The NES sets out ten minimum statutory entitlements that apply to all employees, including leave and termination of employment entitlements.

For more information about the NES, please visit www.fairwork.gov.au

All states covered by this instrument

Clause	Conditions Type	Description
7	Award flexibility (Instrument)	<p>An employer and an individual employee may agree to vary the following terms of this award to meet the genuine needs of the employer and the individual employee with respect to:</p> <ul style="list-style-type: none"> - arrangements for when work is performed - overtime rates - penalty rates

Clause	Conditions Type	Description
		<ul style="list-style-type: none"> - allowances - leave loading. <p>Other conditions concerning award flexibility are contained within the Fair Work Act 2009.</p>
8	Consultation (Instrument)	<p>The award contains information on the employer's responsibility to consult regarding major workplace change including the:</p> <ul style="list-style-type: none"> - duty to notify, and - duty to discuss change.
9	Dispute resolution (Instrument)	<p>The award sets out a dispute resolution procedure for dealing with disputes in relation to a matter under the award or the National Employment Standards (NES).</p>
10.4	Part-time conditions (Instrument)	<p>A part-time employee is an employee who is engaged to work less than 38 ordinary hours per week or an average of less than 38 hours per week and/or for less than the full school year and who has reasonably predictable hours of work.</p> <p>A part-time employee's award entitlements will be calculated on a pro rata basis.</p> <p>At the time of engagement, the employer and the part-time employee will agree in writing on a regular pattern of work, specifying the number of hours worked each day, the days of the week the employee will work, the number of weeks of the school year the employee will work and starting and finishing times each day.</p> <p>The terms of the above agreement may be varied by agreement between the employer and an employee. Any such variation will be recorded in writing.</p>
10.5	Casual conditions (Instrument)	<p>A casual employee will be engaged and paid for a minimum of two hours for each engagement. Except that a preschool/childcare services employee working in an out of school hours care program may satisfy the two hour minimum by working one hour before school and one hour after school on the same day.</p> <p>A casual employee must be paid at the termination of each engagement, or fortnightly or monthly in accordance with usual payment methods for full-time employees.</p>

Clause	Conditions Type	Description
11.1	Other (Instrument)	<p>Leave without pay during non-term weeks</p> <p>Arrangements</p> <p>An employee may be required to take leave without pay during non-term weeks, provided that:</p> <ul style="list-style-type: none"> - the employee's contract of employment specifies the arrangement in writing - all such periods count as service when calculating leave entitlements and do not break continuity of service - if appropriate work is available for an employee during any such period, the existing employee may be offered such employment (whether on a full-time, part-time or casual basis). The employee who is on leave without pay may refuse an offer of employment without prejudice to their normal employment relationship, and - appropriate work will mean such work as is available that is capable of being performed by the employee. Remuneration for such work will be at the rate of pay applicable to the work being performed.
11.2	Other (Instrument)	<p>Leave without pay during non-term weeks</p> <p>Calculating annual salary for an employee on leave without pay during non-term weeks</p> <p>The following formula may be used to calculate an annual salary for an employee whose contract of employment makes provision, in writing, for leave without pay during non-term weeks.</p> <p>The adjusted annual salary for an employee is:</p> $A = C \times \frac{\text{working weeks} + 4 \text{ weeks annual leave}}{52.18}$ <p>Where:</p> <p>A means the employee's adjusted annual salary C means the annual salary for the employee's classification</p>

Clause	Conditions Type	Description
		<p>Working weeks means the number of weeks that the employee is required to work.</p> <p>For the purpose of calculating any allowance or penalty for an employee, the allowance or penalty will be calculated on the ordinary hourly rate applicable before the adjustment provided for above is applied.</p> <p>An employee may elect, in writing, to be paid only for the time worked (and therefore not during non-term weeks) rather than to be paid an adjusted annual salary.</p> <p>Where a person employed as at the date of making this award is not employed on a contract which allows for leave without pay during non-term weeks, or is not employed under an award or a notional agreement preserving a State award which permits an employee to be required to take leave without pay during non-term weeks, that employee will not be required to take such leave or have their contract of employment changed as a result of this award coming into operation.</p> <p>The making of this award is not intended to prevent other arrangements for staff who are not required to work during non-term weeks to be agreed between the employer and majority of employees in a school.</p>
12.2	Termination of employment - notice of termination by an employee (Instrument)	The notice of termination required to be given by an employee is the same as an employer except there is no requirement to give additional notice based on age. If an employee fails to give the required notice the employer may withhold from any monies due on termination, the difference between the amount of notice required and the amount of notice actually given.
12.3	Termination of employment - job search entitlement (Instrument)	Where an employer has given notice of termination to an employee, an employee must be allowed up to one day's time off without loss of pay for the purpose of seeking other employment. The time off is to be taken at times that are convenient to the employee after consultation with the employer.
13.2	Redundancy - transfer to lower paid duties (Instrument)	Where an employee is transferred to lower paid duties by reason of redundancy, the same period of notice must be given as the employee would have been entitled to if the employment had been terminated. Alternatively, the employer may choose to pay the employee the difference between the former ordinary time rate of pay and the new ordinary time rate of pay for the number of weeks of notice still owing.
13.3	Redundancy - employee leaving during notice period (Instrument)	An employee given notice of termination in circumstances of redundancy may terminate their employment during the period of notice. The employee is entitled to receive the benefits and payments they would have received had they remained in employment until the expiry of the notice, but is not entitled to payment instead of notice.

Clause	Conditions Type	Description
13.4	Redundancy - job search entitlement (Instrument)	<p>An employee given notice of termination in circumstances of redundancy must be allowed up to one day's time off without loss of pay during each week of notice for the purpose of seeking other employment.</p> <p>If the employee has been allowed paid leave for more than one day, the employee must, by request, produce proof of attendance at an interview or they will not be entitled to payment for the time absent. For this purpose a statutory declaration is sufficient.</p>
13.5	Redundancy - transitional provisions (Instrument)	<p>An employee whose employment is terminated by an employer is entitled to redundancy pay in accordance with terms of a NAPSA:</p> <ul style="list-style-type: none"> - that would have applied to the employee immediately prior to 1 January 2010, if the employee had at that time been in their current circumstances of employment and no agreement-based transitional instrument or enterprise agreement had applied to the employee; and - that would have entitled the employee to redundancy pay in excess of the employee's entitlement to redundancy pay, if any, under the NES. <p>The employee's entitlement to redundancy pay under the NAPSA is limited to the amount of redundancy pay which exceeds the employee's entitlement to redundancy pay, if any, under the NES.</p> <p>This clause does not operate to diminish an employee's entitlement to redundancy pay under any other instrument.</p> <p>This clause ceases to operate on 31 December 2014.</p>
16.1	Other (Instrument)	<p>Caretakers' accommodation</p> <p>An employee who is employed as a caretaker and who is required by the employer to reside in premises provided by the employer, will be provided with living quarters, fuel and light at no cost to the employee.</p>
16.2	District allowance (Instrument)	<p>An employee whose employment is terminated by an employer is entitled to redundancy pay in accordance with terms of a NAPSA:</p> <ul style="list-style-type: none"> - that would have applied to the employee immediately prior to 1 January 2010, if the employee had at that time been in their current circumstances of employment and no agreement-based transitional instrument or enterprise agreement had applied to the employee; and - that would have entitled the employee to redundancy pay in excess of the employee's entitlement to redundancy pay, if any, under the NES.

Clause	Conditions Type	Description
		<p>The employee's entitlement to redundancy pay under the NAPSA is limited to the amount of redundancy pay which exceeds the employee's entitlement to redundancy pay, if any, under the NES.</p> <p>This clause does not operate to diminish an employee's entitlement to redundancy pay under any other instrument.</p> <p>This clause ceases to operate on 31 December 2014.</p>
16.4(b)	Other (Instrument)	Where an employer requires an employee employed in a boarding role to be on duty during meal times, the employee will be entitled to the meal provided to the school's boarding students.
16.5	Recall (Instrument)	<p>On call allowance</p> <p>An on call allowance will be paid to an employee who is required by an employer to hold themselves available to be recalled to work. The employee will be paid an allowance equal to one ordinary hour's pay for each period of up to 24 hours that the employee is required to be on call.</p> <p>Recall allowance</p> <p>An employee recalled to duty at the workplace will be paid a minimum of two hours at the appropriate overtime rate where that duty is not continuous with their ordinary hours of duty.</p> <p>Exceptions</p> <p>The on call and recall allowances do not apply to:</p> <ul style="list-style-type: none"> - an employee paid a sleepover allowance in accordance - an employee provided with reasonable accommodation, including living quarters, fuel and light, and available to the employee for their exclusive use at no cost to the employee.
16.9(b)	Other (Instrument)	<p>Vehicle allowance</p> <p>Where an employer provides a motor vehicle which is used by an employee in the performance of the employee's duties the employer must pay all expenses including registration, running and maintenance.</p>

Clause	Conditions Type	Description
17	Accident pay (Instrument)	<p>An employee is entitled to accident pay in accordance with the terms of:</p> <ul style="list-style-type: none"> - a NAPSA that would have applied to the employee immediately prior to 1 January 2010 or an award made under the Workplace Relations Act 1996 (Cth) that would have applied to the employee immediately prior to 27 March 2006, if the employee had at that time been in their current circumstances of employment and no agreement-based transitional instrument or enterprise agreement had applied to the employee, and - that would have entitled the employee to accident pay in excess of the employee's entitlement to accident pay, if any, under any other instrument. <p>The employee's entitlement to accident pay under the NAPSA or award is limited to the amount of accident pay which exceeds the employee's entitlement to accident pay, if any, under any other instrument.</p> <p>This clause does not reduce an employee's entitlement to accident pay under any other instrument and ceases to operate on 31 December 2014.</p>
18	Higher duties (Instrument)	<p>An employer may direct an employee to temporarily perform duties applicable to a classification higher than their current classification.</p> <p>Where the employee performs such duties for more than five days and those duties constitute the whole or substantially the whole type of duties which would attract the higher classification, the employee will be paid the rate of pay applicable to the higher classification for the whole period during which the duties are performed.</p> <p>Where the employee is a school operational services employee, and they perform those duties for one day or more and those duties constitute the whole or substantially the whole type of duties which would attract the higher classification, the employee will be paid the rate of pay applicable to the higher classification for the whole period during which the duties are performed.</p>
19	Method of payment (Instrument)	<p>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>Where an employee is being paid on a fortnightly basis as at the date that this award becomes operative, that employee will not have the basis of their payment changed as a result of the award coming into force.</p>

Clause	Conditions Type	Description
20	Superannuation (Instrument)	<p>The award contains information on:</p> <ul style="list-style-type: none"> - the employers responsibility to make superannuation contributions to a superannuation fund - the ability for an employee to authorise their employer to pay on their behalf contributions to a superannuation fund - the employers responsibility to make superannuation contributions to another superannuation fund that is chosen by the employee.
22.1	Hours of work (Instrument)	A full-time employee's ordinary hours of work will be 38 per week.
22.2	Hours of work (Instrument)	<p>The ordinary hours of work may be averaged over a period of a fortnight or four weeks. The exception to this is a curriculum/resources services employee employed in outdoor education, or a boarding supervision services employee whose hours of work may be averaged over a period of up to 12 months. Where a boarding supervision services employee's hours of work are averaged over a period of 12 months, they will be paid the applicable annual rate for all weeks of the year, excluding periods of unpaid leave, and the following provisions will not apply:</p> <ul style="list-style-type: none"> - leave without pay during non-term weeks - rostered days off - shiftwork - penalty rates - overtime.
22.3	Span of hours (Instrument)	<p>The ordinary hours of work will be worked on no more than five days in any seven days and may be worked as follows:</p> <p>On any day from Monday to Friday between 7.00am and 6.00pm for the following groups of employees:</p> <ul style="list-style-type: none"> - classroom support services - curriculum/education resources - wellbeing services - school administration services - school operational services - retail employees only.

Clause	Conditions Type	Description
		<p>On any day from Monday to Friday between 6.00am and 6.00pm for school operational services employees in the following groups:</p> <ul style="list-style-type: none"> - construction, plumbing, carpentry, painting and other trades - cleaning, maintenance, school facilities management - bus driving/non-trade vehicle maintenance. <p>On any day from Monday to Friday between 6.30am and 6.30pm for the following employees:</p> <ul style="list-style-type: none"> - preschool/childcare/out of school hours care services - nursing services. <p>On any day from Monday to Friday between 6.00am and 6.00pm and on Saturday between 6.00am and 12 noon for gardening, turf maintenance and farming employees.</p> <p>On any day from Monday to Saturday between 6.00am and 6.00pm for the following employees:</p> <ul style="list-style-type: none"> - curriculum/education resources - outdoor education only - instructional services. <p>On any day Monday to Sunday between 6.00am and 6.00pm for the following employees:</p> <ul style="list-style-type: none"> - boarding supervision services - school operational services - security/caretaking and cooking, catering, housekeeping and laundry services only. <p>Where a daily span of hours is specified, and there is mutual agreement between the employer and the majority of employees in the particular group, the starting and finishing times may be varied by up to one hour so long as the total hours remain unchanged.</p>
22.3	Span of hours (Instrument)	<p>The ordinary hours of work will be worked on no more than five days in any seven days and may be worked as follows:</p> <p>On any day from Monday to Friday between 7.00am and 6.00pm for the following groups of employees:</p>

Clause	Conditions Type	Description
		<ul style="list-style-type: none"> - classroom support services - curriculum/resources services - wellbeing services - school administration services - school operational services - retail employees only. <p>On any day from Monday to Friday between 6.00am and 6.00pm for school operational services employees in the following groups:</p> <ul style="list-style-type: none"> - construction, plumbing, carpentry, painting and other trades - cleaning, maintenance, school facilities management - bus driving/non-trade vehicle maintenance. <p>On any day from Monday to Friday between 6.30am and 6.30pm for the following employees:</p> <ul style="list-style-type: none"> - preschool/childcare/out of school hours care services - nursing services. <p>On any day from Monday to Friday between 6.00am and 6.00pm and on Saturday between 6.00am and 12 noon for gardening, turf maintenance and farming employees.</p> <p>On any day from Monday to Saturday between 6.00am and 6.00pm for the following employees:</p> <ul style="list-style-type: none"> - curriculum/resources services - outdoor education only - instructional services. <p>On any day Monday to Sunday between 6.00am and 6.00pm for the following employees:</p> <ul style="list-style-type: none"> - boarding supervision services - school operational services - security/caretaking and cooking, catering, housekeeping and laundry services only. <p>Where a daily span of hours is specified, and there is mutual agreement between the employer and the majority of employees in the particular group, the starting and finishing times may be varied by up to one hour so long as the total hours remain unchanged.</p>

Clause	Conditions Type	Description
22.5	Break between work periods (Instrument)	<p>An employee will be entitled to a minimum break of 10 consecutive hours between the end of one shift and the beginning of the next. This applies in relation to both ordinary hours and where overtime is worked.</p> <p>This entitlement does not apply to:</p> <ul style="list-style-type: none"> - a boarding supervision services employee, where the periods of duty are concurrent with a sleepover - an employee who is provided with accommodation on the employer's premises or in the vicinity of the employer's premises - an employee who is attending a school camp or excursion, or - an employee working a broken shift.
23	Hours of work (Instrument)	<p>Rostered days off</p> <p>This award contains information on the arrangement of a rostered day off working period. Details regarding such arrangements are outlined within the award.</p>
24.1	Breaks - meal (Instrument)	<p>An employee will be entitled to an unpaid meal break of 30 minutes no later than five hours after commencing work.</p>
24.2	Breaks - rest (Instrument)	<p>At a time suitable to the employer, an employee is entitled to a rest break of 10 minutes, which will be counted as time worked, for each period of three hours worked, with a maximum of two rest breaks per shift. The employer and an employee may agree to one rest break of 20 minutes in place of the two 10 minute rest breaks.</p> <p>An employee in classroom support services is entitled to one rest break of 20 minutes, which will be counted as time worked.</p>
25.3	Shiftwork (Instrument)	<p>Broken shifts</p> <p>An employee may be rostered to work ordinary hours in a broken shift, that is a rostered shift in two periods of duty, exclusive of breaks, per day, with a minimum payment (other than for a casual) of two hours for each period of duty.</p>

Clause	Conditions Type	Description
		<p>The maximum spread between the start of the first period of duty and finishing of the second period of duty is 12 hours. Any hours in excess of this 12 hour spread will be paid for as overtime.</p> <p>The above provisions do not apply to a boarding supervision services employee who is provided with reasonable accommodation including living quarters, fuel and light, and available to the employee for their exclusive use for 52 weeks of the year, at no cost to the employee.</p>
25.4	Rostering (Instrument)	<p>For employees working to a roster, a roster showing normal starting and finishing times and the name of each employee will be prepared by the employer and will be displayed in a place conveniently accessible to the employees at least seven days before the commencement of the roster period.</p> <p>An employee may be rostered to work on a Saturday, Sunday or public holiday and will be paid the appropriate penalty.</p> <p>A roster may be altered by mutual consent at any time or by amendment of the roster by the employer on seven days' notice.</p> <p>Where such alteration requires an employee to work on a day which would otherwise have been the employee's day off, the day off instead will be arranged by mutual consent.</p>
27.2	Overtime – time off in lieu (Instrument)	<p>An employee and an employer may agree that an employee will be provided with time off instead of being paid an overtime payment.</p> <p>Overtime taken as time off during ordinary time hours must be taken at the ordinary time rate, that is, an hour for each hour worked.</p> <p>Where an employee and an employer have agreed to time off instead of overtime payment and such time has not been taken:</p> <ul style="list-style-type: none"> - within four weeks of accrual or - during the non-term weeks agreed in writing between an employee and an employer <p>an employer must, if requested by an employee, provide payment, at the rate provided for the payment of overtime in the award, for any overtime worked.</p>

Clause	Conditions Type	Description
27.3	Overtime - other (Instrument)	<p>Make-up time</p> <p>An employee may elect, with the consent of the employer, to work make-up time under which the employee takes time off during ordinary hours, and works those hours at a later time, during the spread of ordinary hours provided in the award.</p>
28.2	Annual leave (Instrument)	An employer may require an employee to take their annual leave during non-term weeks.
28.3	Annual leave loading (Instrument)	<p>During a period of annual leave, an employee will receive a loading calculated on the basic rate of wage. Annual leave loading is payable on leave accrued on the following bases:</p> <ul style="list-style-type: none"> - employees who would have worked on day work only had they not been on leave - 17.5% of their ordinary rate of pay - employees who would have worked on shiftwork had they not been on leave - 17.5% of their ordinary rate of pay or the applicable shift loading, whichever is the greater. <p>Except that an employer may, at its election, pay:</p> <ul style="list-style-type: none"> - annual leave loading to the employee with each salary payment or - annual leave loading in respect of the school year to the employee with the first salary payment in December of that school year at the rate of pay applicable on 1 December of that school year.
28.4	Annual leave - paid leave in advance of accrued entitlement (Instrument)	An employer may allow an employee to take annual leave either wholly or partly in advance before the leave has accrued. However, if leave is taken in advance and the employment terminates before the entitlement has accrued, the employer can deduct the entitlement from any money due to the employee on termination.
31.3	Public holidays (Instrument)	<p>Substitution of public holidays</p> <p>By agreement between the employer and the majority of employees, an alternative day may be taken as a public holiday instead of any of the days specified by the NES. The agreement will be recorded in writing and made available to every affected employee.</p>

Clause	Conditions Type	Description
		Where substitution is agreed, the substituted day will be the public holiday for all purposes of this award.

Frequency of Payment

All monies payable will be paid:

once each fortnight;

once every four weeks at the end of the first fortnight including payment for two weeks in arrears and two weeks in advance; or

once every month with 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.

IMPORTANT NOTE: Disclaimer

The Fair Work Ombudsman is committed to providing advice that you can rely on.

Your situation and the law can change so we encourage you to check back with us by looking at <http://www.fairwork.gov.au/pay/pay-and-conditions-guides/pages/default.aspx>