

2024-2027

ENTERPRISE
AGREEMENT
GALILEE SCHOOL



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PART A. About this Agreement

1 Title of this Agreement

- 1.1 This agreement shall be known as Communities at Work (Galilee School) Enterprise Agreement 2024 – 2027 (**Agreement**).

2 Coverage

- 2.1 This Agreement is made under section 172 of the Fair Work Act. In accordance with section 53 of the Fair Work Act, this Agreement covers:
- (a) Communities@Work (ACN 125 799 859) trading as Communities at Work, as employer; and
 - (b) all Employees of the Communities at Work Galilee School whose position is covered by the classifications set out in Classifications clause of Appendix A, Appendix B, Appendix C, Appendix D and Appendix E this Agreement, other than the:
 - (i) the Chief Executive Officer;
 - (ii) Principal; and
 - (iii) any Employee who is above the High-Income Threshold, as defined in the Fair Work Act.

3 Commencement and duration

- 3.1 This Agreement commences on the date that is the later of:
- (a) 1 July 2024; or
 - (b) seven days after it has been approved by the Fair Work Commission
- being the “**Commencement Date**”.
- 3.2 The nominal date of expiry of this Agreement is three years after the Commencement Date (**Nominal Expiry Date**).

4 Agreement Structure

- 4.1 PART A through to PART I and Appendix F of this Agreement apply to all Employees, and:
- (a) Appendix A sets out specific provisions which apply only to Galilee School Administrative Employees;
 - (b) Appendix B sets out specific provisions which apply only to Galilee School Student Support Employees;
 - (c) Appendix C sets out specific provisions which apply only to Galilee School Learning Support Assistant Employees;

- (d) Appendix D sets out specific provisions which apply only to Galilee School Teacher Employees; and
 - (e) Appendix E sets out specific provisions which apply to Galilee School Leader Employees.
- 4.2 Unless otherwise specified in this Agreement, to the extent of any inconsistency, the provisions of the applicable Appendix will take precedence over PART A through to PART I and Appendix F of this Agreement.

PART B. Types of Employees

5 Types of employment

- 5.1 Employees of Communities at Work are employed in one of the following categories:
- (a) Full Time Employees;
 - (b) Part Time Employees;
 - (c) Fixed Term Employees; or
 - (d) Casual Employees.
- 5.2 At the time of engagement Communities at Work will inform each Employee of the terms of their engagement, including which category of employment they are engaged under.
- 5.3 Communities at Work will not engage Employees, or require Employees to work, in a manner that would entitle them to be defined as a Shiftworker for the purposes of the National Employment Standards but will apply the shiftwork provisions of the relevant Modern Award if applicable.

6 Allocation of duties

- 6.1 Communities at Work may require an Employee to carry out any reasonable duties the Employee is capable of performing, subject to any restrictions set out in this Agreement and the payment of higher duties allowance where required by this Agreement.
- 6.2 Where an Employee is required to undertake lower level duties for a period of time, other than where this is an agreed transfer to a lower level position, the Employee will continue to be paid at the higher level.

7 Full Time Employees

- 7.1 A Full Time Employee is an Employee who is engaged on a permanent basis to work an expected average of 76 hours per fortnight.

8 Part Time Employees

- 8.1 A Part Time Employee, other than a Part Time Teacher, is an Employee who:
- (a) is engaged on a permanent basis to work less than an average of 76 hours per fortnight; and
 - (b) has reasonably predictable expected hours of work.
- 8.2 Unless otherwise specified in this Agreement, remuneration and other conditions for Part Time Employees, including leave, will be calculated pro rata to the number of hours the Employee works, excluding allowances of a reimbursement nature.
- 8.3 The details of a Part Time Employee's Ordinary Hours will be specified in writing and include:
- (a) the expected hours to be worked each day; and
 - (b) the days of the week the Employee will be required to work the expected hours,
- and may include different expected hours for specified periods.
- 8.4 Communities at Work and a Part Time Employee may mutually agree in writing to vary the Ordinary Hours of a Part Time Employee from time to time.

9 Fixed Term Employees

- 9.1 A Fixed Term Employee is an Employee who is engaged for a specified time, or to complete a specified task, on either a full time or part time basis, as informed by Communities at Work at the time of their engagement.

10 Casual Employees

- 10.1 A Casual Employee is an Employee who is engaged as a casual employee in accordance with section 15A of the Fair Work Act.
- 10.2 A Casual Employee may be entitled to convert to permanent employment in accordance with the Fair Work Act, but otherwise will remain a Casual Employee.

11 Apprentices and Trainees

- 11.1 Communities at Work may engage a person as an Apprentice or Trainee as a Fixed Term Employee for the duration of that engagement. Such engagement must comply with the relevant legislation and regulations, and the:
- (a) Base Rate of Pay must be at least one per cent higher than the rate of pay applicable under the relevant Modern Award; and

- (b) conditions will be in accordance with this Agreement except where this is inconsistent with the requirements of the relevant State or Territory training authority.
- 11.2 Communities at Work, at its sole discretion, may offer a position as a Full Time Employee or Part Time Employee on successful completion of the engagement.

PART C. Remuneration

12 Pay rates

- 12.1 The Base Rate of Pay for Employees from commencement of this Agreement is included in the applicable section of the Pay Rate clauses at Appendix A, Appendix B, Appendix C, Appendix D and Appendix E of this Agreement . Where there is any inconsistency between the provisions of this Part and the Pay Rate clauses at Appendix A, Appendix B, Appendix C, Appendix D, and Appendix E the provisions of this Part will prevail.
- 12.2 All new Employees are assigned to the lowest pay point of the relevant classification level on commencement, unless negotiated otherwise due to skills and experience or otherwise provided by this Agreement.
- 12.3 All Employees employed by Communities at Work at the Commencement Date will be:
 - (a) classified in accordance with the classifications part of the Appendix applicable to their position;
 - (b) paid the higher of:
 - (i) the Base Rate of Pay they received immediately prior to the Commencement Date; or
 - (ii) the Base Rate of Pay payable under this Agreement, as increased from time to time (**Agreement Rate**); and
 - (c) where Employees are paid a higher amount immediately prior to the Commencement Date they will:
 - (i) continue to progress through the pay points within their classification, as set out in the applicable Appendix; and
 - (ii) only be entitled to salary increases under clause 15 once they are paid the Agreement Rate.
- 12.4 The Base Rate of Pay for:
 - (a) Full Time Employees, including full time Fixed Term Employees, is the relevant Full Time Annual Salary set out in the Pay Rate clauses and calculated as per clause 14.2;

- (b) Part Time Employees, including part time Fixed Term Employees, is determined as a pro rata rate of the relevant Full Time Annual Salary set out in the Pay Rate clauses; and
- (c) Casual Employees is the relevant Base Hourly Rate set out in the Pay Rate clauses, plus casual loading.

12.5 Employees may seek a review of their classification by making a written request to their supervisor.

13 Casual Loading

13.1 Casual Employees will receive a loading of 25 percent but do not receive:

- (a) all forms of paid leave (other than long service leave and family and domestic violence leave); and
- (b) payment for public holidays on which the Casual Employee is not required to work.

14 Method of payment

14.1 Employees will be paid fortnightly in arrears into a financial institution account nominated by the Employee.

14.2 Unless otherwise specified in this Agreement, where an Employee's Base Rate of Pay is set out as an annual figure, the following formula will be used to determine the fortnightly rate of pay:

$$\text{Fortnightly pay} = \text{Annual Salary} / 26.07$$

15 Salary increases

15.1 All Employees, excluding Apprentices and Trainees, will receive a pay increase to their Base Rate of Pay in accordance with the following table:

Increase	Applied from
Equivalent to the increase in the March 2024 quarter Australian Capital Territory Wage Price Index (total hourly rates of pay excluding bonuses) since the previous corresponding quarter.	The first full pay period ending on or after 1 July 2024.
Equivalent to the increase in the March 2025 quarter Australian Capital Territory Wage Price Index (total hourly rates of pay excluding bonuses) since the previous corresponding quarter.	The first full pay period ending on or after 1 July 2025.

Equivalent to the increase in the March 2026 quarter Australian Capital Territory Wage Price Index (total hourly rates of pay excluding bonuses) since the previous corresponding quarter.	The first full pay period ending on or after 1 July 2026.
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- 15.2 If a decision of the Fair Work Commission to increase Modern Award wages, or similar determination (**Wage Decisions**), results in the equivalent Base Rates of Pay in the relevant Modern Award being higher than in this Agreement, the Employees will be paid that higher Base Rate of Pay.
- 15.3 For the avoidance of doubt, Employees are not entitled to both the increases in clause 15.1 and increases in Wage Decisions.

16 Superannuation

- 16.1 Communities at Work will make superannuation contributions to the Employee's nominated superannuation fund at a rate of the current *Superannuation Guarantee (Administration) Act 1992 (Cth)*, or other applicable legislation in place at any particular time.
- 16.2 Where an Employee does not nominate a superannuation fund and the Australian Taxation Office does not have a superannuation fund linked to them individually (**Stapled**), Communities at Work will make super contributions to the Communities at Work default fund, HESTA Superannuation Fund, which complies with applicable legislation and regulations.

17 Recovery of Overpayments

- 17.1 Where an Employee has been overpaid Communities at Work are entitled to recover the overpayment in full.
- 17.2 Communities at Work will advise the Employee as soon as reasonably practicable after becoming aware of an overpayment, both the circumstances surrounding the overpayment and the amount involved.
- 17.3 Communities at Work will propose a reasonable method, period, and rate, of recovering the overpayment, which may include deduction from wages subject to the Employee's consent.
- 17.4 The recovery method, period, and rate must be agreed taking into consideration financial hardship imposed on the Employee. The Employee must not unreasonably withhold agreement.
- 17.5 Any amounts owed by an Employee at the date of termination of their employment will become due and payable as a debt on the

date of termination, and the Employee must provide written authorisation to Communities at Work to deduct the amount from any outstanding wages owed to the Employee.

18 Salary Packaging

- 18.1 Employees may by written notice to Communities at Work elect to have part of their wage packaged in accordance with the relevant taxation legislation including any Australian Taxation Office rulings.
- 18.2 Salary packaging is voluntary and Employees are encouraged to seek independent financial advice before entering into any such arrangement.
- 18.3 Salary packaging arrangements will cease upon the employee's termination date.
- 18.4 Salary packaging arrangements can be terminated by the Employee notifying the salary packaging provider.
- 18.5 Any fees, fringe benefits tax, administration fees or similar costs incurred as a result of the salary packing arrangement will remain the liability of the Employee.
- 18.6 The Employee's salary for all purposes, including calculation of entitlements, superannuation, redundancy and termination, will be determined as if no salary packaging arrangements exist.
- 18.7 In the event that there is a change to the law governing taxation, or the Australian Taxation Office makes a ruling, which makes the intent of this clause ineffective, or incurs additional costs to Communities at Work, the parties may initiate negotiations to review this clause.

PART D. Working Arrangements

19 Probationary Period

- 19.1 All Full Time and Part Time Employees will be subject to a probationary period of six months from commencement to allow Communities at Work to assess an Employee's performance, productivity, work ethic, attitude, compliance with policies and procedures and overall suitability for the position.
- 19.2 At the end of the probationary period Employees will, subject to satisfactory performance, have their continuing employment confirmed in writing by Communities at Work.
- 19.3 Notwithstanding any other term of this Agreement, during the probationary period either party may terminate employment for any reason by giving one weeks' notice in writing.

19.4 Communities at Work may terminate an Employee during their probationary period for serious misconduct, without notice or payment in lieu, in accordance with the Fair Work Act.

20 Remote Work Minimum Engagement

20.1 Where an Employee is required to participate remotely in a work meeting or training session outside of their normal working times, the minimum engagement will be one hour.

21 Rosters

21.1 Employees engaged to work in accordance with a roster will have access to the roster at least one week in advance.

21.2 Communities at Work may make reasonable changes to a roster to enable the service of the Employer to be carried on where an Employee is absent from duty on account of illness, or in an emergency.

22 Penalty Rates

22.1 Penalty rates apply for scheduled work in accordance with the following table:

Work Time	Percentage of Base Rate of Pay
Public Holiday	Full Time or Part Time Employees 250%
	Casual Employees 275% (includes casual loading)
Between midnight Friday and midnight Saturday	Full Time or Part Time Employees 150%
	Casual Employees 175% (includes casual loading)
Between midnight Saturday and midnight Sunday	Full Time or Part Time Employees 200%
	Casual Employees 225% (includes casual loading)

22.2 The above penalty rates are in substitution for, and not cumulative with, shift penalties provided in this Agreement and are not applicable to overtime hours worked on a Saturday or a Sunday.

23 Overtime

23.1 Unless otherwise specified in this Agreement an Employee will be deemed to have worked overtime, where the Employee is directed by Communities at Work to work:

(a) more than 10 hours on any one day;

- (b) more than 76 hours in a fortnight;
- (c) outside of the span of Ordinary Hours set out in the Appendices ; or
- (d) before at least a 10-hour break after the end of the Employee's previous shift, excluding Broken Shifts,

but only when Communities at Work has approved such overtime prior to its commencement.

23.2 Overtime rates apply in accordance with the following table:

Overtime	Percentage of Base Rate of Pay
First two hours of overtime Monday to Saturday	Full Time or Part Time Employees 150%
	Casual Employees 175% (includes causal loading)
After two hours of overtime Monday to Saturday	Full Time or Part Time Employees 200%
	Casual Employees 225% (includes causal loading)
All Sunday overtime	Full Time or Part Time Employees 200%
	Casual Employees 225% (includes causal loading)
All Public Holiday overtime	Full Time or Part Time Employees 250%
	Casual Employees 275% (includes causal loading)

23.3 The above overtime rates are payable in substitution for, and not cumulative, with the penalty rates provided for in clause 22. Employees will be paid either penalty rates, or overtime rates, whichever will be more beneficial to the Employee.

24 Higher Level Duties

24.1 Unless otherwise specified in this Agreement where an Employee is required to perform a higher level role for four consecutive work days or more, the Employee will be paid at the higher level rate.

24.2 To be eligible for the payment of higher duties allowance, the Employee must be performing sufficient higher level functions that the role being performed by the Employee would be classified at the higher level.

25 Recall to Duty

- 25.1 Unless otherwise specified in this Agreement, Employees recalled to work after completing their Ordinary Hours will receive a minimum of two hours as Banked Hours in accordance with clauses 6 in Appendix A and B, and clause 7 in Appendix C, or will be paid at the appropriate overtime rate.
- 25.2 For the avoidance of doubt:
- (a) an Employee is only considered to be recalled to duty if they are required to return to a Communities at Work workplace or log in to Communities at Work's systems to perform work of greater than 30 minutes duration; and
 - (b) Employees are not considered to be recalled to duty if the only action they perform is receiving a phone call or other electronic communication channel message.

26 Non-contact days

- 26.1 Employees will be entitled to four pupil free non-contact days per calendar year beginning in the 2025 school year, during which the Galilee School Employees are not required to educate, support or supervise students but will be directed by Communities at Work to perform other work including mandatory Professional Development (in addition to or replacement of any mandatory Professional Development that Employees may be directed to undertake during Non-School Term weeks, in accordance with this Agreement).
- 26.2 The Employer will provide written notice of the pupil free days which the Employees are required to attend, 6 months in advance of the next calendar school year.

PART E. Entitlements and Allowances

27 General Allowances

- 27.1 Unless otherwise specified in this Agreement, Employees are entitled to the allowances set out in the following table:

Allowance	Benefit
Meal Allowances	
Required to work more than one hour after their Ordinary Hours and can't reasonably return home during meal break.	A meal at no cost, or \$15.20 meal allowance.

Allowance	Benefit
Required to work more than four hours after their Ordinary Hours and can't reasonably return home during meal break.	A second meal at no cost, or another \$15.20 meal allowance.
General Allowances	
Motor Vehicle Allowance - Use of personal vehicle is directed or agreed by Communities at Work.	ATO cents per kilometre rate as increased from time to time
First Aid Officer Allowance - Nominated by Communities at Work as first aid officer.	\$18.01 per week, pro rata for Part Time and Casual Employees
Travel Allowance - Required to travel over night for work purposes.	Reasonable accommodation for provided meals and incidentals costs, on provision of receipts, reimbursed up to the amounts set by the Australian Taxation Office as reasonable amounts for meals and incidentals.
Uniform Supply - Directed to wear uniform	An adequate number of uniforms appropriate to their position supplied free of cost, but remains property of Communities at Work.
Work Related Equipment Supply - Directed to use specific equipment	Supplied free of cost, but remains property of Communities at Work.
Overnight Camp Allowance - An employee of any classification who is required to camp out	\$40.00 per day
Laundry Allowance	Employees directed by Communities at Work to wear a uniform will receive a laundry allowance of \$1.90 per day up to a maximum of \$9.49 per week, pro rata for Part Time and Casual Employees.

27.2 The operation of the allowances above is subject to the applicable Communities at Work policies (if any) which may address matters such as evidence required and other conditions of the allowance.

28 Leadership Allowance

28.1 The following additional leadership allowance will be paid to Employees, for each hour worked in the specified Leadership Position:

Leadership Allowance Level	Hourly Payment	Galilee School Leadership Position Title
GSLA1	\$9.00	<ul style="list-style-type: none"> • Head of Student Support • Head of Teaching and Learning
GSLA2	\$6.00	<ul style="list-style-type: none"> • Office Manager • Campus Coordinator • Senior Youth Worker • Curriculum Coordinator • Vocational Coordinator
GSLA3	\$3.00	<ul style="list-style-type: none"> • Leading Teacher • Highly Accomplished and Lead Teacher (HA/LT)

28.2 Employees are only entitled to one leadership allowance. Where an employee's position incorporates elements of multiple leadership positions they will be eligible for the entitlement at the highest level dependent on the most senior element of the role. Allowances paid to any casual employee under this policy are not subject to casual loading.

28.3 If Communities at Work appoints an Employee to act in a Leadership Position for four consecutive work days or more (not including weekends), Communities at Work must pay the Employee the hourly allowance applicable to that position for the period during which the employee acts in that position.

28.4 The allowance will be paid during periods of paid leave. The allowance will not be paid during periods of unpaid leave.

28.5 The CEO may also authorise payment and level of allowance where it is reasonable due to specific job requirements.

29 Skills and Qualifications Allowance

29.1 The CEO may, in their full discretion, determine that based on an Employee's skills, qualifications or experience and considering comparative market rates and other relevant matters, that an

Employee will be paid a Skills and Qualifications Allowance in addition to their Base Rate of Pay.

- 29.2 Employees will be advised of any Skills and Qualifications Allowance in writing.
- 29.3 The CEO may determine that the Employee will no longer receive the Skills and Qualifications Allowance, in which case the Employee will be provided with 14 days written notice.

PART F. Leave

30 General Provisions

- 30.1 Employees will retain all accrued leave entitlements that were held before the Commencement Date.
- 30.2 All deductions of leave will be based on the number of hours the Employee is absent from work.
- 30.3 Where an Employee takes leave of any kind:
 - (a) for which they are entitled to be paid, the Employee will be paid their Base Rate of Pay during the period of leave; and
 - (b) for which they are not entitled to be paid, the Employee will not be paid during the period of leave.
- 30.4 Where an Employee is absent and fails to comply with their obligations this PART F, other than because of circumstances beyond the Employee's control, the absence may:
 - (a) be treated as unauthorised;
 - (b) result in the Employee not being paid; and
 - (c) not count towards the Employee's service.

31 Leave

- 31.1 Employees are entitled to leave in accordance with the following table:

Leave Type	Benefit
Annual leave	155.8 hours (20.5 days) of paid annual leave for each year of service with Communities at Work, (20 days as per the NES and Fair Work Act plus 0.5 of a day additional), accrued progressively excluding for unauthorised or unpaid absences, and pro rata for Part Time Employees. Excludes Casual Employees.

Leave Type	Benefit
Personal leave	110.2 hours (14.5 days) paid personal (sick or carers) leave for each year of service with Communities at Work (10 days of paid personal leave, as per the NES, plus 4.5 additional days), all accrued progressively excluding for unauthorised or unpaid absences, and pro rata for Part Time Employees. Excludes Casual Employees.
Unpaid Carer's Leave	As per the NES and Fair Work Act, 2 days of unpaid carer's leave for each occasion when a member of the Employee's Immediate Family or Household requires care or support because of a personal illness, personal injury, or unexpected emergency affecting the member.
Holiday shut down leave	3 days of additional paid leave for Full Time and Part Time Employees to be taken on days during the Christmas and New Year Period, determined by Communities at Work each year. Does not accrue year to year. Excludes Casual Employees.
Long service leave	4.33 weeks leave after 5 years continuous service in the industry, and progressively accrues 0.8667 weeks leave for each completed year of service following the first 5 years, as per the NES, Fair Work Act, and the <u>Long Service Leave (Portable Schemes) Act 2009</u> . Long Service Leave must be taken in minimum 2 week blocks including weekends and public holidays

Leave Type	Benefit
Ceremonial leave	<p>Aboriginal or Torres Strait Islander Employees are entitled to up to 10 days unpaid leave per calendar year for ceremonial purposes:</p> <ul style="list-style-type: none"> (a) connected with the death of a member of the immediate family or extended family; or (b) for other ceremonial obligations under Aboriginal or Torres Strait Islander lore (law). <p>Ceremonial leave is in addition to leave granted under compassionate leave provisions and no Employee will have any other entitlement reduced because they choose to take Ceremonial Leave.</p> <p>Ceremonial leave will count as continuous service for all purposes.</p>
Community service leave	<p>An employee is entitled to take unpaid community service leave while they are engaged in an Eligible Community Service Activity and for reasonable travel and rest time. Jury duty is paid 'make-up pay' for the first 10 days.</p> <p>There is no limit on the amount of community service leave an employee can take.</p> <p>Community Service Leave activities:</p> <ul style="list-style-type: none"> • voluntary emergency management activities • jury duty. <p>As per the NES and Fair Work Act.</p>
Parental leave – Communities at Work paid.	<ul style="list-style-type: none"> • 12 weeks paid leave for primary carer; and • 2 weeks paid leave for secondary carer. <p>Subject to completion of 12 months continuous service. Excludes Casual Employees.</p>
Parental leave – unpaid	<p>Up to 12 months unpaid (as per the NES, Paid Parental Leave Act 2010 and Fair Work Act), with the option to request a further 12 months unpaid, subject to the operational requirements of Communities at Work.</p>

Leave Type	Benefit
Paid Parental Leave (PPL) – Government paid.	As per Services Australia’s paid parental leave provisions.
Compassionate leave	<p>3 days of paid leave (2 days of paid leave as per the NES and Fair Work Act, plus 1 additional day paid leave), for each occasion when:</p> <ul style="list-style-type: none"> (a) a member of the Employee’s Immediate Family or Household contracts or develops a personal illness, or sustains a personal injury, that poses a serious threat to their life; (b) a member of the Employee’s Immediate Family or Household dies; (c) a child is stillborn, where the child would have been a member of the Employee’s Immediate Family or Household if the child had been born alive; or (d) the Employee, or the Employee’s current spouse or de facto partner, has a miscarriage. <p>Does not accrue year to year.</p>
Miscarriage/Still born leave	Up to 12 months unpaid (as per the NES, Paid Parental Leave Act 2010 and Fair Work Act), plus 2 weeks paid leave for the pregnant person where a miscarriage or still birth occurs any time after the end of week 12 of the pregnancy.
Infectious disease leave	May be granted in addition to personal leave where an Employee is unable to attend work due to restrictions imposed by law as a result of the Employee suffering from particular infectious disease notifiable to the relevant Public Health authority.
Family and domestic violence leave	<p>10 days of paid leave in a 12 month period, as per the NES and Fair Work Act.</p> <p>Does not accrue year to year.</p>

Leave Type	Benefit
Job search	Where an employee has been given notice of: <ul style="list-style-type: none"> • termination, one day off for the purpose of seeking other employment; or • redundancy, one day off for each week of the notice period.

- 31.2 Where an Employee is given notice of termination on the grounds of redundancy, the Employee is entitled to up to one day paid leave for each week of the notice period for the purpose of seeking alternative employment, subject to provision of evidence of job search activities if reasonably requested by Communities at Work.
- 31.3 The taking of leave above is subject to the applicable Communities at Work policies (if any) which may address matters such as evidence required and other conditions of taking leave, its accrual, and its treatment on termination of employment (subject always to the NES).
- 31.4 Regardless of any leave policy in place or not in place:
- (a) all leave is subject to approval by Communities at Work, who may request any evidence it reasonably requires to satisfy itself the conditions of taking the leave have been met; and
 - (b) Employees must provide reasonable notice prior to taking leave, or if that is not possible for unplanned personal leave, notify their supervisor of their absence and intention to apply for personal leave before the Employee's scheduled commencement time, or as soon as possible.

32 Specific Annual Leave Provisions

- 32.1 Where an Employee has an annual leave balance in excess of eight (8) weeks for Full Time Employees or pro rata for Part Time Employees, Communities at Work may require the Employee to take a period of annual leave:
- (a) sufficient to reduce the Full Time Employee's annual leave balance to six (6) weeks or an equivalent pro rata amount for Part Time Employees; and
 - (b) after consultation and at a time mutually agreed where possible, but at Communities at Work's final determination as long as the Employee is given at least six (6) weeks' notice.
- 32.2 Where a Communities at Work workplace, or part of a workplace, shuts down for a period of time, Employees working in that workplace or part of that workplace may be required to take annual

leave, or, if these entitlements have been exhausted, unpaid leave for the duration of the shutdown.

- 32.3 Full Time and Part Time Employees, including Fixed Term Employees may cash out up to two weeks' annual leave in any calendar year (pro rata for Part Time Employees), by agreement in writing with Communities at Work, provided the Employee has at least four weeks' annual leave remaining after the annual leave is cashed out.
- 32.4 Any period of cashed out annual leave will be paid to the Employee at their Base Rate of Pay.

33 Public Holidays

- 33.1 Employees are entitled to be absent for the public holidays declared, including as substituted under the Fair Work Act, in the State/Territory where the Employee primarily works.
- 33.2 Employees, other than Casual Employees, who are absent from work due to a public holiday but would have otherwise worked on that day or part day, will be paid their Base Rate of Pay for their ordinary hours of work on that day.
- 33.3 In accordance with the NES and Fair Work Act, Communities at Work may request an Employee to work on a public holiday if the request is reasonable.

34 Unauthorised absences and abandonment

- 34.1 Where an Employee is absent from duty without approval and without reasonable cause (for example, due to unforeseeable, exceptional or emergency circumstances of the Employee):
- (a) the absence will be without pay and will not count as service for any purpose;
 - (b) it will be regarded as a breach of the Code of Conduct and may result in disciplinary action; and
 - (c) all other benefits provided under this Agreement will cease to be available to the Employee until the Employee resumes duty or is granted leave.
- 34.2 If the absence continues for more than three (3) consecutive working days or three (3) consecutive rostered days, without approval and without reasonable cause, the Employee will be considered to have abandoned their employment which may result in immediate termination of their employment in accordance with clause 37.

PART G. Redundancy & Termination of Employment

35 Application

35.1 This PART G does not apply to Casual Employees, or Employees during their probationary period, being the first six months of continuous employment.

36 Redundancy

36.1 Employees are eligible for redundancy payments as set out in the following table at the Employee's Base Rate of Pay for their ordinary hours of work, in accordance with the NES and the Fair Work Act:

Employee's period of continuous service with Communities at Work on termination	Redundancy pay period
At least 1 year but less than 2 years	4 weeks
At least 2 years but less than 3 years	6 weeks
At least 3 years but less than 4 years	7 weeks
At least 4 years but less than 5 years	8 weeks
At least 5 years but less than 6 years	10 weeks
At least 6 years but less than 7 years	11 weeks
At least 7 years but less than 8 years	13 weeks
At least 8 years but less than 9 years	14 weeks
At least 9 years but less than 10 years	16 weeks
At least 10 years	12 weeks

36.2 A reference in this section to continuous service with Communities at Work does not include periods of employment as a Casual Employee of Communities at Work.

36.3 Communities at Work must give an Employee notice of redundancy in accordance with clause 38.

36.4 Communities at Work may elect to pay an Employee in lieu of all or part of redundancy notice given.

36.5 Where an Employee elects to finish their employment before the end of any notice period given, the Employee will not be paid for the part of the notice period that was not worked, but their redundancy payments and other termination payments will be calculated as though the Employee worked for the entire notice period.

36.6 If, due to redundancy, an Employee accepts redeployment to a lower paid role, the Employee will continue to receive the higher

Base Rate of Pay and all conditions, until the end of the notice period they would have been provided if made redundant.

- 36.7 Where there is a transfer of employment to a new employer an Employee is not entitled to redundancy pay in relation to the termination of their employment if the Employee rejects an offer of employment by the other employer (the second employer) that:
- (a) is on terms substantially similar to, and, considered on an overall basis, no less favourable than, the Employee's terms and conditions of employment with Communities at Work immediately before the termination; and
 - (b) recognises the Employee's service with Communities at Work, and had the Employee accepted the offer, there would have been a transfer of employment in relation to the Employee, subject to any order by the Fair Work Commission to pay the Employee redundancy pay where it is satisfied that the Employee was treated unfairly.

37 Termination for serious misconduct

- 37.1 Nothing in this Agreement prevents Communities at Work from terminating the employment of an Employee for serious misconduct, without notice or payment in lieu, in accordance with the Fair Work Act.

38 Notice of Termination

- 38.1 Clause 38 does not apply to Fixed Term Employees engaged for a specified time, or to complete a specified task, when their employment ceases at the end of such specified period or specified task, or Galilee School Teacher Employees.
- 38.2 Unless otherwise specified in this Agreement or an Appendix, Communities at Work will provide the following notice of termination, in accordance with the NES and Fair Work Act:

Employee's period of continuous service with Communities at Work at the end of the day the notice is given	Period of notice
Not more than 1 year	1 week
More than 1 year but not more than 3 years	2 weeks
More than 3 years but not more than 5 years	3 weeks
More than 5 years	4 weeks

plus 1 additional week if the Employee is over 45 years old and has completed at least 2 years of continuous service at the end of the day the notice is given.

- 38.3 A reference in this section to continuous service with Communities at Work does not include periods of employment as a Casual Employee of Communities at Work.
- 38.4 Communities at Work may pay the Employee in lieu of all or part of the notice period.
- 38.5 Employees (excluding Casual Employees) are required to provide the same notice of resignation as they would be entitled to receive under clause 38.2 or the Applicable Appendix, other than the additional week for Employees who are over 45 years of age.
- 38.6 If an employee fails to give the required notice, Communities at Work have the right to withhold, from the Employee's unpaid wages, an amount up to the Employee's Base Rate of Pay for the required period of one week.
- 38.7 When an employee's employment is terminated by either party, wages and all entitlements due to the employee will be paid to the employee no later than the next normal pay cycle.

PART H. Flexibility, Consultation, and Disputes Model Clauses

39 Flexibility Term

- 39.1 For the avoidance of doubt, individual flexibility arrangements in this clause 39, are subject to agreement by, and operational requirements of, Communities at Work.
- 39.2 Communities at Work and an Employee covered by this Agreement may agree to make an individual flexibility arrangement to vary the effect of terms of this Agreement if:
 - (a) the flexibility agreement deals with one or more of the following matters:
 - (i) arrangements about when work is performed;
 - (ii) overtime rates;
 - (iii) penalty rates;
 - (iv) allowances; or
 - (v) leave loading;

- (b) the arrangement meets the genuine needs of the employer and employee in relation to one or more of the matters mentioned in clause 39.1(a); and
 - (c) the arrangement is genuinely agreed to by Communities at Work and the Employee.
- 39.3 Communities at Work must ensure that the terms of the individual flexibility arrangement:
 - (a) are about permitted matters under section 172 of the Fair Work Act;
 - (b) are not unlawful terms under section 194 of the Fair Work Act; and
 - (c) result in the Employee being better off overall than the Employee would be if no arrangement was made.
- 39.4 Communities at Work must ensure that the individual flexibility arrangement:
 - (a) is in writing;
 - (b) includes the name of Communities at Work and the Employee;
 - (c) is signed by an approved director of Communities at Work and the Employee and if the Employee is under 18 years of age, signed by a parent or guardian of the Employee; includes details of:
 - (i) the terms of this Agreement that will be varied by the arrangement;
 - (ii) how the arrangement will vary the effect of the terms; and
 - (iii) how the Employee will be better off overall in relation to the terms and conditions of his or her employment as a result of the arrangement; and
 - (iv) states the day on which the arrangement commences.
- 39.5 Communities at Work must give the employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.
- 39.6 Communities at Work or the Employee may terminate the individual flexibility arrangement:
 - (a) by giving no more than 28 days written notice to the other party to the arrangement; or
 - (b) if Communities at Work and the Employee agree in writing at any time.

40 Consultation

General Terms

- 40.1 In this clause 40:

- (a) a **“Major Change”** means a change that is likely to have a significant effect on Employees if it results in:
 - (i) the termination of the employment of one or more Employees;
 - (ii) significant change to the composition, operation or size of Communities at Work’s workforce or to the skills required of Employees;
 - (iii) the elimination or diminution of job opportunities (including opportunities for promotion or tenure);
 - (iv) the alteration of hours of work;
 - (v) the need to retrain Employees;
 - (vi) the need to relocate Employees to another workplace; or
 - (vii) the restructuring of jobs; and
- (b) **“Relevant Employees”** means the Employees who may be affected by a change referred to in clause 40.3 or 40.7 as applicable.

40.2 If this clause 40 39 applies Communities at Work must recognise a representative if a Relevant Employee or Relevant Employees:

- (a) appoint, a representative for the purposes of consultation; and
- (b) advise Communities at Work of the identity of the representative.

Major Change

40.3 Where Communities at Work have made a definite decision to introduce a Major Change, which is not otherwise provided for in this Agreement:

- (a) Communities at Work must notify the Relevant Employees of the decision; and
- (b) clauses 40.3 to 40.6 apply.

40.4 As soon as practicable after making its decision, Communities at Work must:

- (a) discuss with the Relevant Employees:
 - (i) the introduction of the Major Change;
 - (ii) the effect the change is likely to have on the Employees; and
 - (iii) measures Communities at Work is taking to avert or mitigate the adverse effect of the change on the Employees; and
- (b) for the purposes of the discussion—provide, in writing, to the Relevant Employees:

- (i) all relevant information about the change including the nature of the change proposed;
 - (ii) information about the expected effects of the change on the Employees; and
 - (iii) any other matters likely to affect the Employees; and
 - (iv) invite the Relevant Employees to give their views about the impact of the Major Change (including any impact in relation to their family or caring responsibilities).
- 40.5 Communities at Work is not required to disclose confidential or commercially sensitive information to the Relevant Employees.
- 40.6 Communities at Work must give prompt and genuine consideration to matters raised about the major change by the Relevant Employees.

Change of Regular Roster or Ordinary Working Hours

- 40.7 Where Communities at Work proposes to introduce a change to the regular roster (excluding changes in accordance with clause 20.1 or the Appendices to this Agreement) or Ordinary Hours of work of Employees, which is not otherwise provided for in this Agreement:
- (a) Communities at Work must notify the Relevant Employees of the proposed change; and
 - (b) clauses 40.7 to 40.10 apply.
- 40.8 As soon as practicable after proposing to introduce the change, Communities at Work must:
- (a) discuss with the Relevant Employees the introduction of the change;
 - (b) for the purposes of the discussion—provide to the Relevant Employees:
 - (i) all relevant information about the change, including the nature of the change;
 - (ii) information about what Communities at Work reasonably believes will be the effects of the change on the Employees; and
 - (iii) information about any other matters that Communities at Work reasonably believes are likely to affect the Employees; and
 - (iv) invite the Relevant Employees to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities).
- 40.9 However, Communities at Work is not required to disclose confidential or commercially sensitive information to the Relevant Employees.

40.10 Communities at Work must give prompt and genuine consideration to matters raised about the change by the Relevant Employees.

41 Procedures for preventing and settling disputes

- 41.1 If a dispute between Communities at Work and an Employee, or Employees, relates to:
- (a) a matter arising under this Agreement; or
 - (b) the National Employment Standards,
- this clause 41 sets out procedures to settle the dispute.
- 41.2 An Employee who is a party to the dispute may appoint a representative, including from an employee organisation or union, for the purposes of the procedures in this clause 41.
- 41.3 In the first instance, the parties to the dispute (**Disputing Parties** each a **Disputing Party**) must try to resolve the dispute at the workplace level, by discussions between the Employee or Employees and Communities at Work or the relevant supervisors or managers, as per the Grievance Policy.
- 41.4 If discussions at the workplace level do not resolve the dispute, a Disputing Party may refer the matter to the Fair Work Commission.
- 41.5 The Fair Work Commission may deal with the dispute in two stages:
- (a) the Fair Work Commission will first attempt to resolve the dispute as it considers appropriate, including by mediation, conciliation, expressing an opinion or making a recommendation; and
 - (b) if the Fair Work Commission is unable to resolve the dispute at the first stage, the Fair Work Commission may then:
 - (i) arbitrate the dispute; and
 - (ii) make a determination that is binding on the Disputing Parties.
- 41.6 While the Disputing Parties are trying to resolve the dispute using the procedures in this clause 41:
- (a) an Employee must continue to perform their work as they would normally unless they have a reasonable concern about an imminent risk to their health or safety; and
 - (b) an Employee must comply with a direction given by Communities at Work to perform other available work at the same workplace, or at another workplace, unless:
 - (i) the work is not safe;
 - (ii) applicable occupational health and safety legislation would not permit the work to be performed;
 - (iii) the work is not appropriate for the Employee to perform; or

(iv) there are other reasonable grounds for the Employee to refuse to comply with the direction.

41.7 The Disputing Parties agree to be bound by a decision made by the Fair Work Commission in accordance with this clause 41.

PART I. Technical Matters

42 Interpretation

- 42.1 Capitalised words or expressions used in this Agreement (or in a particular provision of this Agreement) are defined in Appendix F (Definitions).
- 42.2 Capitalised words or expressions used in this Agreement that are defined in the Fair Work Act, have the same meaning as the Fair Work Act, unless otherwise defined in this Agreement.
- 42.3 The legal name of the employer under this Agreement remains to be “Communities@Work” but for the purpose of this Agreement “Communities at Work” will be used throughout.
- 42.4 In this Agreement, unless the context indicates otherwise:
- (a) a reference to:
 - (b) the singular includes the plural and the plural includes the singular; and
 - (c) a part, appendix, clause, sub-clause or paragraph is to a part, clause, sub-clause or paragraph in this Agreement;
 - (d) headings are for convenience only and do not affect the interpretation of this Agreement;
 - (e) where a word or expression is given a particular meaning, other parts of speech and grammatical forms of that word or expression have a corresponding meaning;
 - (f) a reference to any legislation or legislative provision includes any statutory modification or re-enactment of, or legislative provision substituted for, and any subordinate legislation issued under, that legislation or legislative provision;
 - (g) a reference to a time and date in connection with the performance of an obligation is a reference to the time and date in the Australian Capital Territory, even if the obligation is to be performed elsewhere;
 - (h) mentioning anything after include, includes or including does not limit what else might be included;
 - (i) where an expression is defined, another part of speech or grammatical form of that expression has a corresponding meaning;

- (j) where an expression is defined anywhere in this Agreement, it has the same meaning throughout this Agreement;
- (k) the rule of contra proferentem does not apply to this Agreement; and
- (l) a reference to “dollars” or “\$” is to an amount in Australian currency.

43 Delegations

- 43.1 All the powers and authorities of Communities at Work in this Agreement are held by the Chief Executive Officer.
- 43.2 The Chief Executive Officer may, by instrument in writing, delegate or authorise to a person, any of their powers, authorities or functions under this Agreement, excluding their power to delegate or authorise.
- 43.3 The Chief Executive Officer may issue instructions relating to the exercise of a delegated power, authority or function.

44 Workplace Delegates

- 44.1 For the purpose of this clause “**Workplace Delegate**” is a person appointed or elected, in accordance with the rules of an employee organisation (**Organisation**), to be a delegate or representative (however described) for members of the Organisation who work for Communities at Work.
- 44.2 The Workplace Delegate is entitled to:
 - (a) represent the industrial interests of the Organisation’s members and any other persons eligible to be members (**Workers**), including in disputes with Communities at Work;
 - (b) reasonable communication with Workers, in relation to their industrial interests; and
 - (c) for the purpose of representing those interests, having regard to the size, nature, resources, and available facilities of Communities at Work:
 - (i) reasonable access to the workplace and workplace facilities; and
 - (ii) reasonable access to paid time, during normal working hours, for the purposes of related training.
- 44.3 There is no obligation for any Employee to become a member of an Organisation.

45 No Extra Claims

- 45.1 The Parties agree that there shall be no further claims during the life of this Agreement.
- 45.2 The Parties may agree to vary this Agreement at any time until its Nominal Expiry Date in accordance with the relevant provisions of the Fair Work Act.

46 Effect of the Agreement

- 46.1 The Parties agree that:
- (a) it is the intention of this Agreement to achieve the principal objects specified in section 351 of the Fair Work Act;
 - (b) this Agreement replaces any previous enterprise agreement or collective agreement that may have previously been applicable to Communities at Work and the Employees, including the Communities@Work Enterprise Agreement 2015 (**Previous Agreements**);
 - (c) this Agreement supersedes any existing employment agreements and conditions between Communities at Work and Employees to the extent of any inconsistency;
 - (d) this Agreement operates to the exclusion of any Modern Award, subject to the provisions of the Fair Work Act; and
 - (e) Employees may bring no further disputes in relation to the Previous Agreements.
- 46.2 This Agreement is read in conjunction with the National Employment Standards and if a term of this Agreement is detrimental in any respect to an Employee when compared to the NES, the NES prevails over the detrimental extent of the term of this Agreement to the extent of the detriment.
- 46.3 Nothing in these provisions allows any treatment that would otherwise be prohibited in any applicable Commonwealth, State, or Territory legislation.

Appendix A. Galilee School Administrative Employees

1 Coverage

- 1.1 The terms set out in this Appendix apply to Galilee School Administrative Employees and take precedence over PART A through to PART I and Appendix F of this Agreement to the extent of any inconsistency.

2 Ordinary Hours

- 2.1 The span of hours within which Ordinary Hours may be worked are Monday to Friday between 7.00am to 8.00pm.
- 2.2 Unless otherwise specified in this Agreement, Ordinary Hours will not exceed 10 hours in a single day unless mutually agreed to by the Employee and Communities at Work due to extraordinary circumstances.
- 2.3 Communities at Work will endeavour not to require an Employee to commence work before at least a 10-hour break after the end of the previous shift, where reasonable.

3 Minimum Engagement

- 3.1 A Galilee School Administrative Employee will be engaged to work for a minimum of two hours for each engagement.

4 Rest Breaks

- 4.1 Unless otherwise specified in this Agreement, Administration Employees are entitled to the rest breaks set out in the following table:

Rest Breaks	
Required to work five consecutive hours.	One unpaid meal break of 30 to 60 minutes.
Required to work seven consecutive hours, excluding unpaid breaks.	In addition to the unpaid rest break, a paid rest break of 15 minutes.

5 Overtime

- 5.1 Unless otherwise specified in this Agreement a Galilee School Administrative Employee will be deemed to have worked overtime, where the Employee is directed by Communities at Work to work:
- (a) more than 10 hours on any one day;
 - (b) more than 76 hours in a fortnight;
 - (c) outside of the span of Ordinary Hours set out at clause 2.1; or
 - (d) before at least a 10 hour break after the end of the Employee's previous shift, excluding Broken Shifts,

but only when Communities at Work has approved such overtime prior to its commencement.

- 5.2 Overtime rates apply in accordance with the following table:

Overtime	Percentage of Base Rate of Pay
First three hours of overtime Monday to Saturday	Full Time or Part Time Employees 150%
	Casual Employees 175% (includes causal loading)
After three hours of overtime Monday to Saturday	Full Time or Part Time Employees 200%
	Casual Employees 225% (includes causal loading)
All Sunday overtime	Full Time or Part Time Employees 200%
	Casual Employees 225% (includes causal loading)
All Public Holiday overtime	Full Time or Part Time Employees 250%
	Casual Employees 275% (includes causal loading)

- 5.3 The above overtime rates are payable in substitution for, and not cumulative, with the penalty rates provided for in clause 22 of the Agreement. Employees will be paid either penalty rates, or overtime rates, whichever will be more beneficial to the Employee.

6 Banking Hours

- 6.1 Unless an Administration Employee requests otherwise, instead of being paid, overtime hours will be banked for later use by the Employee as time off, on an hour to hour basis (**Banked Hours**).
- 6.2 Banked Hours must not exceed 38 hours. If an Employees has 38 Banked Hours:

- (a) further overtime cannot be banked and will be paid at the applicable overtime rates; and
 - (b) Communities at Work may at its discretion elect to pay out an amount of Banked Hours at the applicable overtime rates, or direct the Employee to take the Banked Hours as time off to reduce the accrued Banked Hours.
- 6.3 Banked Hours may be taken as time off:
- (a) within three months of being accrued; and
 - (b) at a time that is mutually agreed between Communities at Work and the Employee.
- 6.4 Banked Hours may be paid out at the applicable overtime rate, if:
- (a) time off it is not taken in within three months (unless an extension is mutually agreed in writing); or
 - (b) the Employee's employment ends for any reason before the Banked Hours have been taken.
- 6.5 With the agreement of Communities at Work, an Employee may elect to work additional hours to accrue Banked Hours on an hour to hour basis, provided:
- (a) the additional hours meet operational requirements; and
 - (b) the Employee maintains an average of 38 hours per week of work averaged over a period of 12 months.

7 Annual Leave

- 7.1 For the purposes of clause 31, a Galilee School Administrative Employee must take annual leave during Non-School Term weeks. Leave must generally be taken, in the case of an Employee whose employment is continuing into the next school year, in the 4-week period immediately following the final School Term week of the current school year, unless otherwise agreed with Communities at Work.
- 7.2 For the avoidance of doubt, Galilee administrative employees are required to work during Non-School Term weeks, unless leave is approved for these periods.

8 Galilee Special Assistance School Allowance

- 8.1 For the purposes of clause 27, a special assistance school allowance of \$3,000 per annum Full Time equivalent, will be paid to Galilee School Administrative Employees and a pro-rata amount will be paid to eligible Part Time or Casual Employees.

9 Pay Rates

Position	Pay Classification	Full Time Annual Salary	Base Hourly Rate*
School Office Administrator Level 1	GA1.1	\$65,482.46	\$33.05
	GA1.2	\$66,818.83	\$33.72
	GA1.3	\$68,182.48	\$34.41
School Office Administrator Level 2	GA2.1	\$69,573.96	\$35.11
	GS2.2	\$70,993.84	\$35.83
	GA2.3	\$72,442.69	\$36.56
School Office Administrator Level 3	GA3.1	\$73,921.11	\$37.31
	GA3.2	\$75,429.71	\$38.07
	GA3.3	\$76,969.09	\$38.85
School Office Administrator Level 4	GA4.1	\$78,539.89	\$39.64
	GA4.2	\$80,142.74	\$40.45
	GA4.3	\$81,778.31	\$41.27
School Office Administrator Level 5 Office Manager	GA5.1	\$83,447.25	\$42.12
	GA5.2	\$85,116.20	\$42.96
	GA5.3	\$86,818.52	\$43.82

*Excludes casual loading

10 Pay Progression

- 10.1 A Galilee School Administrative Employee will progress to the next highest pay point within their classification level after 12 months continuous service at a pay point, unless Communities at Work determines the Employee's performance against the relevant classification descriptors as not been satisfactory over the preceding 12 months.
- 10.2 Progression to a higher position will only occur by way of promotion or reclassification.
- 10.3 Employees may request a review of their classification in writing to their manager who will consult with People, Culture and Wellness.

11 Galilee School Administrative Employee Classifications

Classification	Criteria	Supervision	Indicative Duties
Level 1	An employee is not required to have formal qualifications or work experience upon engagement. An employee will be provided with on-the-job training which will provide information about, and/or an introduction to, the conditions of employment, the school, the school's policies and procedures in relation to the work environment and the employees with whom the employee will be working.	Close supervision or, in the case of more experienced employees working alone, routine supervision.	School Office Administration Level 1 <ul style="list-style-type: none"> Performing a range of general clerical duties at a basic level, for example, filing, handling mail, maintaining records, data entry. Operating routine office equipment, such as a computer, photocopier, scanner, facsimile, binding machine, guillotine, franking machine, calculator, etc. Performing a reception function, including providing information and making referrals in accordance with school procedures. Carrying out minor cash transactions including receipting, balancing and banking. Monitoring and maintaining stock levels of stationery/materials within established parameters, including reordering. Occupational equivalent: clerical assistant, data entry operator, front desk/reception assistant
Level 2	• a skill level which assumes and requires knowledge, training or	Routine supervision of straightforward tasks; close supervision of	School Office Administration Level 2

Classification	Criteria	Supervision	Indicative Duties
	<p>experience relevant to the duties to be performed;</p> <ul style="list-style-type: none"> • completion of Year 12 without work experience; • completion of Certificates I or II with work related experience; or • an equivalent combination of experience and training. 	<p>more complex tasks. Where employees are working alone, less direct guidance and some autonomy may be involved.</p>	<ul style="list-style-type: none"> • Performing duties involving the inward and outward movement of mail, keeping, copying, maintaining and retrieving records, straightforward data entry and retrieval.
Level 3	<p>Level 3 duties typically require a skill level which assumes and requires knowledge or training in clerical/administrative, trades or technical functions equivalent to:</p> <ul style="list-style-type: none"> • completion of a trades certificate or Certificate III; • completion of Year 12 or a Certificate II, with relevant work experience; or • an equivalent combination of relevant 	<p>In some positions, routine supervision, moving to general direction with experience. In other positions, general direction. This is the first level where supervision of other employees may be required. When employees are working alone, they may work semi-autonomously.</p>	<p>School Office Administration Level 3</p> <ul style="list-style-type: none"> • Undertaking a wide range of secretarial and clerical duties at an advanced level, including typing, word processing, maintaining email and computerised records and shorthand • Managing enquiries from students, parents, employees and the general public • Entering financial data into computers and preparing financial and management reports for review and authorisation • Preparing and processing payroll within routines, methods and procedures • Undertaking bank and ledger reconciliations • Assisting with preparation of internal and external publications • Providing administrative support to senior management, including arranging appointments, diaries and preparing both confidential and general correspondence

Classification	Criteria	Supervision	Indicative Duties
	<p>experience and/or education/training.</p> <p>Persons advancing through this level may typically perform duties which require further on-the-job training or knowledge and training equivalent to progress toward completion of a Certificate IV or Diploma.</p>		<ul style="list-style-type: none"> • Preparing government and statutory authority returns for authorisation
Level 4	<p>Level 4 duties typically require a skill level which assumes and requires knowledge or training equivalent to:</p> <ul style="list-style-type: none"> • completion of a diploma level qualification with relevant work related experience; • completion of a Certificate IV with relevant work experience; • completion of a post-trades certificate and 	<p>Supervision is generally present to establish general objectives relative to a specific project, to outline the desired end product and to identify potential resources for assistance. Some positions will require routine supervision to general direction depending upon experience and the</p>	<p>School Office Administration Level 4</p> <ul style="list-style-type: none"> • Responsibility for the smooth and efficient financial administration of a school. • Responsibility for both secretarial and financial administration of a school office. • Using computer software packages, including desktop publishing, database and/or web software, at an advanced level. • Planning and setting up spreadsheets and database applications. • Initiating and handling correspondence, which may include confidential correspondence. • Calculating and maintaining wage and salary records for a large payroll utilising a variety of routines, methods and procedures. • Applying inventory and purchasing control procedures. • Preparing monthly summaries of debtors and creditors ledger transactions with reconciliations.

Classification	Criteria	Supervision	Indicative Duties
	<p>extensive relevant experience and on-the-job training;</p> <ul style="list-style-type: none"> • completion of a Certificate III with extensive relevant work experience; or • an equivalent combination of relevant experience and/or education/training. 	<p>complexity of the tasks. Some positions will require general direction. May supervise or co-ordinate others to achieve objectives, including liaison with employees at higher levels. May undertake stand-alone work.</p>	<ul style="list-style-type: none"> • Controlling the purchasing and storage for a discrete function. • Supervising and maintaining hardware and software components of a computer network, with appropriate support for users. • Preparing complex financial and administrative systems. • Undertaking responsibility for the co-ordination and ongoing management of fundraising activities or special projects where an advanced level of clerical and administrative skill is required.
Level 5	<p>Level 5 duties typically require a skill level which assumes and requires knowledge or training equivalent to:</p> <ul style="list-style-type: none"> • completion of a degree without subsequent relevant work experience; • completion of an advanced diploma qualification and at least one year's subsequent relevant work experience; • completion of a diploma qualification and at least 2 	<p>Routine supervision to general direction, depending on tasks involved and experience. May supervise other staff at levels below Level 5.</p>	<p>School Office Administration Level 5</p> <ul style="list-style-type: none"> • Applying theoretical knowledge, at degree level, in a straightforward way, in professional positions. • Providing designated support to senior management and associated committees concerning designated aspects of school management. • Overseeing the operations of the school's office and other administrative activities. • Ensuring deadlines and targets are met. • Overseeing the accounts of the school to operating statement stage and assisting in the formulating of period and year end entries. • Performing information technology tasks requiring professional qualifications involving analysis, design or computation and drawing upon advanced techniques and methods.

Classification	Criteria	Supervision	Indicative Duties
	<p>years' subsequent relevant work experience;</p> <ul style="list-style-type: none"> • completion of a Certificate IV and extensive relevant work experience; • completion of a post-trades certificate and extensive (typically more than 2 years') relevant experience as a technician; or • an equivalent combination of relevant experience and/or education/training. 		

Appendix B. Galilee School Student Support Employees

1 Coverage

- 1.1 The terms set out in this Appendix apply to Galilee School Student Support Employees and take precedence over PART A through to PART I and Appendix F of this Agreement to the extent of any inconsistency.

2 Ordinary Hours

- 2.1 The span of hours within which Ordinary Hours may be worked are Monday to Friday between 7.00am to 6.00pm.
- 2.2 Unless otherwise specified in this Agreement, Ordinary Hours will not exceed 10 hours in a single day unless mutually agreed to by the Employee and Communities at Work due to extraordinary circumstances.
- 2.3 Communities at Work will endeavour not to require an Employee to commence work before at least a 10 hour break after the end of the previous shift, where reasonable.

3 Minimum Engagement

- 3.1 A Galilee School Student Support Employee will be engaged to work for a minimum of two hours for each engagement.

4 Rest Breaks

- 4.1 Unless otherwise specified in this Agreement, Student Support Employees are entitled to the rest breaks set out in the following table:

Rest Breaks	
Required to work five consecutive hours.	One unpaid break of not less than 30 minutes.
Required to work seven consecutive hours, excluding unpaid breaks.	In addition to the unpaid break, a paid rest break of 10 minutes.

- 4.2 The parties may agree in writing to vary the above rest break entitlement.

5 Overtime

5.1 Unless otherwise specified in this Agreement a Galilee School Student Support Employee will be deemed to have worked overtime, where the Employee is directed by Communities at Work to work:

- (a) more than 10 hours on any one day;
- (b) more than 76 hours in a fortnight;
- (c) outside of the span of Ordinary Hours set out at clause 2.1; or
- (d) before at least a 10 hour break after the end of the Employee's previous shift, excluding Broken Shifts,

but only when Communities at Work has approved such overtime prior to its commencement.

5.2 Overtime rates apply in accordance with the following table:

Overtime	Percentage of Base Rate of Pay
First three hours of overtime Monday to Saturday	Full Time or Part Time Employees 150%
	Casual Employees 175% (includes causal loading)
After three hours of overtime Monday to Saturday	Full Time or Part Time Employees 200%
	Casual Employees 225% (includes causal loading)
All Sunday overtime	Full Time or Part Time Employees 200%
	Casual Employees 225% (includes causal loading)
All Public Holiday overtime	Full Time or Part Time Employees 250%
	Casual Employees 275% (includes causal loading)

5.3 The above overtime rates are payable in substitution for, and not cumulative, with the penalty rates provided for in clause 22 of the Agreement. Employees will be paid either penalty rates, or overtime rates, whichever will be more beneficial to the Employee.

6 Banking Hours

6.1 Unless a Student Support Employee requests otherwise, instead of being paid, overtime hours will be banked for later use by the Employee as time off, on an hour to hour basis (**Banked Hours**).

6.2 Banked Hours must not exceed 38 hours. If an Employees has 38 Banked Hours:

- (a) further overtime cannot be banked and will be paid at the applicable overtime rates; and
 - (b) Communities at Work may at its discretion elect to pay out an amount of Banked Hours at the applicable overtime rates, or direct the Employee to take the Banked Hours as time off to reduce the accrued Banked Hours.
- 6.3 Banked Hours may be taken as time off:
- (a) within three months of being accrued; and
 - (b) at a time that is mutually agreed between Communities at Work and the Employee.
- 6.4 Banked Hours may be paid out at the applicable overtime rate, if:
- (a) time off it is not taken in within three months (unless an extension is mutually agreed in writing); or
 - (b) the Employee's employment ends for any reason before the Banked Hours have been taken.
- 6.5 With the agreement of Communities at Work, an Employee may elect to work additional hours to accrue Banked Hours on an hour to hour basis, provided:
- (a) the additional hours meet operational requirements; and
 - (b) the Employee maintains an average of 38 hours per week of work averaged over a period of 12 months.

7 Annual Salary

Payment of Annual Salary

- 7.1 Galilee School Student Support Employees will be paid the Annual Salary set out in clause 10 with the addition of clause 9 of this Appendix, and clause 28 of this agreement as applicable to their classification and position in fortnightly instalments in accordance with clause 14 of this Agreement, pro rata for Part Time Employees. For the avoidance of doubt the Annual Salary is paid each fortnight, including while the Employee is on Annual Leave or not required to work during Non-School Term weeks.
- 7.2 An Employee who is paid the Annual Salary and works additional days or hours at the request of Communities at Work during Non-School Term weeks which they are not normally required to work, or during School Term weeks on days they are not normally required to work, may, at the discretion of Communities at Work, be paid at the casual rate of pay for the relevant classification for all such work, in which case this payment will be in addition to any other remuneration received by the Employee under this clause.

Calculation of Annual Salary

- 7.3 The Annual Salary has been calculated to compensate Full Time Galilee School Student Support Employees, pro rata for Part Time Galilee School Student Support Employees:
- (a) all days of work during School Term weeks;
 - (b) up to 15 days work during Non-School Term weeks in accordance with clause 7.4(b) if Communities at Work identifies meaningful work required to be done (including Professional Development), or paid **Standdown** where there is no meaningful work;
 - (c) four weeks of Annual Leave, subject to clause 8.1 of this Appendix;
 - (d) 3 days of holiday shut down leave over the Christmas / New Year period; and
 - (e) 13 public holidays.
- 7.4 In return for the Annual Salary, Galilee School Student Support Employees:
- (a) subject to leave taken in accordance with clause 31 of this Agreement (excluding Annual Leave which is subject to clause 8.1 of this Appendix), must attend work on School Term days, and acknowledge this may include reasonable overtime which will be dealt with in accordance with clause 23 of this Agreement;
 - (b) subject to leave taken in accordance with clause 31 of this Agreement (excluding Annual Leave which is subject to clause 8.1 of this Appendix), must attend work during Non-School Term weeks, including for the purpose of undertaking mandatory Professional Development:
 - (i) for up to five days between term one and term two;
 - (ii) for up to five days between term two and term three; and
 - (iii) for up to five days between term three and term four, for a total of 15 days per year as directed; and
 - (c) will accrue all leave entitlements in accordance with clause 8 of this Appendix.

8 Leave

Taking of Annual Leave

- 8.1 For the purposes of clause 31, a Galilee School Student Support Employee must take annual leave during Non-School Term weeks. Leave must generally be taken, in the case of an Employee whose employment is continuing into the next school year, in the 4-week period immediately following the final School Term week of the current school year, unless otherwise agreed with Communities at Work.

Leave Accrual

- 8.2 Full Time Galilee School Student Support Employees accrue all leave entitlements at the same rate as other Full Time Employees working a 38 hour work week, notwithstanding that they are ordinarily engaged to only work during School Term weeks.
- 8.3 Part Time Galilee School Student Support Employees accrue all leave entitlements at a pro rata rate of other Full Time Employees working a 38 hour work week, notwithstanding that they are ordinarily engaged to only work during School Term weeks.
- 8.4 For the avoidance of doubt, for the purpose of this clause a Part Time Galilee School Student Support Employee is an Employee who is engaged work less than 38 hours per School Term week.

Recall to Duty During Annual Leave

- 8.5 Where circumstances justify it, the Principal or CEO may recall a Galilee School Student Support employee to duty during a period of designated annual leave.
- 8.6 When the Principal or CEO recalls an employee to duty during a period of annual leave the employee must have the period of annual leave re-credited.
- 8.7 Re-credited annual leave resulting from a recall to duty during annual leave may be taken at a time in the subsequent school year agreed between the employee and the Principal.
- 8.8 Approval to take re-credited annual leave is subject to the efficient operations of the school.

9 Galilee Special Assistance School Allowance

- 9.1 For the purposes of clause 27, a special assistance school allowance of \$6,000 per annum Full Time equivalent, will be paid to Galilee School Student Support Employees and a pro-rata amount will be paid to eligible Part Time or Casual Employees.

10 Pay Rates

Position	Pay Classification	Full Time Annual Salary	Base Hourly Rate*
Youth Worker Level 1	GS1.1	\$48,522.53	\$24.49
	GS1.2	\$50,087.77	\$25.28
	GS1.3	\$51,870.96	\$26.18
Youth Worker Level 2	GS2.1	\$63,818.32	\$32.21
	GS2.2	\$65,799.64	\$33.21
	GS2.3	\$67,820.58	\$34.23
Youth Worker Level 3	GS3.1	\$71,327.52	\$36.00
	GS3.2	\$73,368.28	\$37.03
	GS3.3	\$76,478.95	\$38.60
Youth Worker Level 4	GS4.1	\$82,264.41	\$41.52
	GS4.2	\$84,404.23	\$42.60
	GS4.3	\$86,583.68	\$43.70
School Counsellor	GS5.1	\$94,112.70	\$47.50
	GS5.2	\$96,133.65	\$48.52
	GS5.3	\$98,372.54	\$49.65
School Psychologist	GS6.1	\$102,830.51	\$51.90
	GS6.2	\$105,089.21	\$53.04
	GS6.3	\$107,367.73	\$54.19

*Excludes casual loading

11 Pay Progression

- 11.1 A Galilee School Student Support Employee will progress to the next highest pay point within their classification level after 12 months continuous service at a pay point, unless Communities at Work determines the Employee's performance against the relevant classification descriptors as not been satisfactory over the preceding 12 months.
- 11.2 Progression to a higher position will only occur by way of promotion, upgrade to a relevant qualification, or role reclassification.
- 11.3 Employees may request a review of their classification in writing to their manager who will consult with People, Culture and Wellness.

12 Galilee School Student Support Staff Classifications

Classification	Criteria	Supervision	Indicative Duties
Level 1	An employee is not required to have formal qualifications or work experience upon engagement. An employee will be provided with on-the-job training which will provide information about, and/or an introduction to, the conditions of employment, the school, the school's policies and procedures in relation to the work environment and the employees with whom the employee will be working.	Close supervision or, in the case of more experienced employees working alone, routine supervision.	<p>Youth Worker level 1</p> <ul style="list-style-type: none"> • Under direct supervision of a certificate IV or above Youth Worker/School Leader: • Support students in accordance with the development individualised support to young people attending Galilee School in alignment with the Student Support Framework. • Provide feedback to the school team in relation to the effectiveness of students individual Positive Behaviour Support Plans. • Support the team in the process for the development of student's Positive Behaviour Support Plans as well as assisting with the implementation, monitoring and review processes. • Work proactively to support students to engage positively in the learning program and activities of the school.
Level 2	(i) an appropriate certificate relevant to the	Routine supervision of straightforward tasks; close supervision of	<p>Youth Worker level 2</p> <ul style="list-style-type: none"> • Provide individualised support to young people attending Galilee School in alignment with the Student Support Framework.

Classification	Criteria	Supervision	Indicative Duties
	<p>work required to be performed;</p> <p>(ii) will have attained previous experience in a relevant industry, service or an equivalent level of expertise and experience to undertake the range of activities required;</p> <p>(iii) appropriate on-the-job training and relevant experience; or</p> <p>(iv) entry point for a diploma without experience.</p>	<p>more complex tasks. Where employees are working alone, less direct guidance and some autonomy may be involved</p>	<ul style="list-style-type: none"> • Contact the parents/carers of students who are unexplained absences as well as maintain the daily attendance record of students - as needed. • Assist the Head of Student Support to coordinate and where relevant participate in case conferences and meetings with students, families and other agencies. • Provide support to the school team in implementing and reviewing the students Positive Behaviour Support Plans. • Assist in the development of and participate in the process for the development of student's Positive Behaviour Support Plans as well as assisting with the implementation, monitoring and review processes. • Work proactively to support students to engage positively in the learning program and activities of the school.
Level 3	<p>(i) entry level for graduates with a relevant three year degree that undertake work related to the responsibilities under this level;</p> <p>(ii) entry level for graduates with a relevant four year degree that undertake work related to</p>	<p>In some positions, routine supervision, moving to general direction with experience. In other positions, general direction. This is the first level where supervision of other employees may be required. When</p>	<p>Youth Worker level 3</p> <ul style="list-style-type: none"> • Providing support and guidance to students • Providing welfare services to students • Collaborate with other agencies in response to the social and emotional and mental health needs of students • Provide individualised support to young people attending Galilee School in alignment with the Student Support Framework. • Contact the parents/carers of students who are unexplained absences as well as maintain the daily attendance record of students - as needed.

Classification	Criteria	Supervision	Indicative Duties
	<p>the responsibilities under this level;</p> <p>(iii) associate diploma with relevant experience; or</p> <p>(iv) relevant certificate with relevant experience, or experience attained through previous appointments, services and/or study of an equivalent level of expertise and/or experience to undertake the range of activities required.</p>	<p>employees are working alone, they may work semi-autonomously.</p>	<ul style="list-style-type: none"> Assist the Head of Student Support to coordinate and where relevant participate in case conferences and meetings with students, families and other agencies. Provide support to the school team in implementing and reviewing the students Individual Positive Behaviour Support Plans. Guide and participate in the process for the development of student's Positive Behaviour Support Plans as well as assisting with the implementation, monitoring and review processes. Work proactively to support students to engage positively in the learning program and activities of the school. Provide guidance to employee Levels 1 and 2
Level 4	<p>(i) relevant four year degree with one years relevant experience;</p> <p>(ii) three year degree with two years of relevant experience;</p> <p>(iii) associate diploma with relevant experience;</p>	<p>May supervise others. Works under general direction and may work semi-autonomously.</p>	<p>Youth Worker level 4</p> <ul style="list-style-type: none"> Providing support and guidance to students Providing welfare services to students with complex needs Undertaking some responsibility for other employees in the work area Coordinate support for the attendance of students, particularly those with low attendance who require additional support to attend school.

Classification	Criteria	Supervision	Indicative Duties
	<p>(iv) lesser formal qualifications with substantial years of relevant experience; or</p> <p>(v) attained through previous appointments, service and/or study, an equivalent level of expertise and experience to undertake a range of activities.</p>		<ul style="list-style-type: none"> • Coordinate the models of support, in conjunction with the Head of Student Support, for students with more complex support needs. • Provides guidance to employee Levels 1, 2, and 3
Level 5	Employee who has completed a degree level qualification in counselling or relevant field and must have registration with ACA Level 3 or 4, PACFA Clinical or AASW.	Routine supervision to general direction, depending on tasks involved and experience. May supervise other staff at levels below Level 5.	<p>School Counsellor</p> <ul style="list-style-type: none"> • Providing early intervention to mental health issues and refer to outside agencies • Work closely with students, providing counselling services, and provide support with their social, academic and emotional wellbeing. • Work with students to help them achieve their goals and work alongside them to improve their learning environments. • Support students to navigate attitude changes towards learning, other students and teachers. • Coordinate school programs such as mental wellbeing and drug and alcohol prevention. • Maintenance of confidential files.
Level 6	Employee who has completed a Bachelor of	In some positions, general direction is	School Psychologist

Classification	Criteria	Supervision	Indicative Duties
	<p>Psychology and is appointed to the role of School Psychologist.</p> <p>Must have registration with PBA (Psychology Board of Australia, listed with AHPRA).</p>	<p>appropriate. In other positions, broad direction would apply. May have extensive supervisory and line management responsibility for general employees. Supervision is present to review established objectives.</p>	<ul style="list-style-type: none"> • Performing guidance and counselling, within defined accountabilities. • Providing specialist health services and/or therapy services to students. • Educational and development assessment and diagnosis • Mental health assessments and diagnosis. • Provide psycho-education and advice to staff, families and students. • Provide therapeutic services to students and families. • provide recommendations and guidance to staff related to student inclusion, adjustments, adaptations and interventions.

Appendix C. Galilee School Learning Support Assistant Employees

1 Coverage

- 1.1 The terms set out in this Appendix apply to Galilee School Learning Support Assistant Employees and take precedence over PART A through to PART I and Appendix F of this Agreement to the extent of any inconsistency.

2 Ordinary Hours

- 2.1 The span of hours within which Ordinary Hours may be worked are Monday to Friday between 7.00am to 6.00pm.
- 2.2 Unless otherwise specified in this Agreement, Ordinary Hours will not exceed 10 hours in a single day unless mutually agreed to by the Employee and Communities at Work due to extraordinary circumstances.
- 2.3 Communities at Work will endeavour not to require an Employee to commence work before at least a 10 hour break after the end of the previous shift, where reasonable.

3 Minimum Engagement

- 3.1 A Galilee School Learning Support Assistant Employee will be engaged to work for a minimum of two hours for each engagement.

4 Rest Breaks

- 4.1 Unless otherwise specified in this Agreement, Galilee School Learning Support Assistant Employees are entitled to the rest breaks set out in the following table:

Rest Breaks	
Required to work five consecutive hours.	One unpaid break of not less than 30 minutes.
Required to work seven consecutive hours, excluding unpaid breaks.	In addition to the unpaid break, a paid rest break of 10 minutes.

- 4.2 The parties may agree in writing to vary the above rest break entitlement.

5 Overtime

5.1 Unless otherwise specified in this Agreement a Galilee School Learning Support Assistant Employee will be deemed to have worked overtime, where the Employee is directed by Communities at Work to work:

- (a) more than 10 hours on any one day;
- (b) more than 76 hours in a fortnight;
- (c) outside of the span of Ordinary Hours set out at clause 2.1; or
- (d) before at least a 10 hour break after the end of the Employee's previous shift, excluding Broken Shifts,

but only when Communities at Work has approved such overtime prior to its commencement.

5.2 Overtime rates apply in accordance with the following table:

Overtime	Percentage of Base Rate of Pay
First three hours of overtime Monday to Saturday	Full Time or Part Time Employees 150%
	Casual Employees 175% (includes causal loading)
After three hours of overtime Monday to Saturday	Full Time or Part Time Employees 200%
	Casual Employees 225% (includes causal loading)
All Sunday overtime	Full Time or Part Time Employees 200%
	Casual Employees 225% (includes causal loading)
All Public Holiday overtime	Full Time or Part Time Employees 250%
	Casual Employees 275% (includes causal loading)

5.3 The above overtime rates are payable in substitution for, and not cumulative, with the penalty rates provided for in clause 22 of the Agreement. Employees will be paid either penalty rates, or overtime rates, whichever will be more beneficial to the Employee.

6 Banking Hours

6.1 Unless a Galilee School Learning Support Assistant Employee requests otherwise, instead of being paid, overtime hours will be banked for later use by the Employee as time off, on an hour to hour basis (**Banked Hours**).

- 6.2 Banked Hours must not exceed 38 hours. If an Employee has 38 Banked Hours:
- (a) further overtime cannot be banked and will be paid at the applicable overtime rates; and
 - (b) Communities at Work may at its discretion elect to pay out an amount of Banked Hours at the applicable overtime rates, or direct the Employee to take the Banked Hours as time off to reduce the accrued Banked Hours.
- 6.3 Banked Hours may be taken as time off:
- (a) within three months of being accrued; and
 - (b) at a time that is mutually agreed between Communities at Work and the Employee.
- 6.4 Banked Hours may be paid out at the applicable overtime rate, if:
- (a) time off it is not taken in within three months (unless an extension is mutually agreed in writing); or
 - (b) the Employee's employment ends for any reason before the Banked Hours have been taken.
- 6.5 With the agreement of Communities at Work, an Employee may elect to work additional hours to accrue Banked Hours on an hour to hour basis, provided:
- (a) the additional hours meet operational requirements; and
 - (b) the Employee maintains an average of 38 hours per week of work averaged over a period of 12 months.

7 Annual Salary

Payment of Annual Salary

- 7.1 Galilee School Learning Support Assistant Employees will be paid the Annual Salary amount set out in clause 10 of this Appendix, plus the Special Assistance School Allowance at clause 9 of this Appendix, as applicable to their classification and position in fortnightly instalments in accordance with clause 14 of this Agreement, pro rata for Part Time Employees. For the avoidance of doubt the Annual Salary is paid each fortnight, including while the Employee is on Annual Leave or not required to work during Non-School Term weeks.
- 7.2 An Employee who is paid the Annual Salary and works additional days or hours at the request of Communities at Work during Non-School Term weeks which they are not normally required to work, or during School Term weeks on days they are not normally required to work, may, at the discretion of Communities at Work, be paid at the casual rate of pay for the relevant classification for all such work, in

which case this payment will be in addition to any other remuneration received by the Employee under this clause.

Calculation of Annual Salary

7.3 The Annual Salary has been calculated to compensate Full Time Galilee School Learning Support Assistant Employees, pro rata for Part Time Galilee School Learning Support Assistant Employees for all hours of work. This includes payment for:

- (a) all days of work during School Term weeks;
- (b) up to 15 days work during Non-School Term weeks in accordance with clause 7.4(b) if Communities at Work identifies meaningful work required to be done (including Professional Development), or paid **Standdown** where there is no meaningful work;
- (c) four weeks of Annual Leave, subject to clause 8 of this Appendix;
- (d) 3 days of holiday shut down leave over the Christmas / New Year period; and
- (e) 13 public holidays.

7.4 In return for the Annual Salary, Galilee School Learning Support Assistant Employees, unless otherwise on leave taken in accordance with clause 31 of this Agreement and clause 8 of this Appendix:

- (a) must attend work on School Term days, which may include reasonable overtime which will be dealt with in accordance with clause 23 of this Agreement;
- (b) may be required to attend work during Non-School Term weeks at the direction of Communities at Work as follows for any reason, including for the purpose of undertaking mandatory professional development:
 - (i) for up to five days between term one and term two;
 - (ii) for up to five days between term two and term three; and
 - (iii) for up to five days between term three and term four,for a total of 15 days per year as directed; and
- (c) will accrue all leave entitlements in accordance with clause 8 of this Appendix.

8 Leave

Taking of Annual Leave

8.1 For the purposes of clause 31, a Galilee School Learning Support Assistant Employee must take annual leave during Non-School Term

weeks. Leave must generally be taken, in the case of an Employee whose employment is continuing into the next school year, in the 4-week period immediately following the final School Term week of the current school year, unless otherwise agreed with Communities at Work.

Leave Accrual

- 8.2 Full Time Galilee School Learning Support Assistant Employees accrue all leave entitlements at the same rate as other Full Time Employees working a 38 hour work week, notwithstanding that they are ordinarily engaged to only work during School Term weeks.
- 8.3 Part Time Galilee School Learning Support Assistant Employees accrue all leave entitlements at a pro rata rate of other Full Time Employees working a 38 hour work week, notwithstanding that they are ordinarily engaged to only work during School Term weeks.
- 8.4 For the avoidance of doubt, for the purpose of this clause a Part Time Galilee School Learning Support Assistant Employee is an Employee who is engaged to work less than 38 hours per School Term week.

Recall to Duty During Annual Leave

- 8.5 Where circumstances justify it, the Principal or CEO may recall a Galilee School Learning Support Assistant Employee to duty during a period of designated annual leave.
- 8.6 When the Principal or CEO recalls an Employee to duty during a period of annual leave the Employee must have the period of annual leave re-credited.
- 8.7 Re-credited annual leave resulting from a recall to duty during annual leave may be taken at a time in the subsequent school year agreed between the Employee and the Principal.
- 8.8 Approval to take re-credited annual leave is subject to the efficient operations of the school.

9 Galilee Special Assistance School Allowance

- 9.1 For the purposes of clause 27, a special assistance school allowance of \$6,000 per annum Full Time equivalent, will be paid to Galilee School Learning Support Assistant Employees and a pro-rata amount will be paid to eligible Part Time or Casual Employees.

10 Pay Rates

Position	Pay Classification	Full Time Annual Salary	Base Hourly Rate*
Learning Support Assistant Level 1	GL1.1	\$73,299.01	\$37.00
	GL1.2	\$74,794.90	\$37.75
	GL1.3	\$76,321.33	\$38.52
Learning Support Assistant Level 2	GL2.1	\$77,878.91	\$39.31
	GL2.2	\$79,468.27	\$40.11
	GL2.3	\$81,090.08	\$40.93
Learning Support Assistant Level 3	GL3.1	\$82,744.98	\$41.76
	GL3.2	\$84,399.88	\$42.60
	GL3.3	\$86,087.87	\$43.45

*Excludes casual loading

11 Pay Progression

- 11.1 A Galilee School Learning Support Assistant Employee will progress to the next highest pay point within their classification level after 12 months continuous service at a pay point, unless Communities at Work determines the Employee's performance against the relevant classification descriptors as not been satisfactory over the preceding 12 months.
- 11.2 Progression to a higher position will only occur by way of promotion or reclassification.
- 11.3 Employees may request a review of their classification in writing to their manager who will consult with People, Culture and Wellness.

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12 Galilee School Learning Support Assistant Staff Classifications

Classification	Criteria	Supervision	Indicative Duties
Level 1	An employee is not required to have formal qualifications or work experience upon engagement. An employee will be provided with on-the-job training which will provide information about, and/or an introduction to, the conditions of employment, the school, the school's policies and procedures in relation to the work environment and the employees with whom the employee will be working.	Close supervision or, in the case of more experienced employees working alone, routine supervision.	<p>Learning Support Assistant level 1</p> <ul style="list-style-type: none"> • Providing general assistance of a supportive nature to teachers, as directed • Assisting student learning, either individually or in groups, under the direct supervision of a higher level general employee or a teacher • Assisting with the collection, preparation and distribution of classroom materials • Assisting with clerical duties associated with normal classroom activities, e.g. student records, equipment records, etc. • Assisting teachers with the care of students on school excursions, sports days and other classroom activities
Level 2	<p>Level 2 duties typically require:</p> <ul style="list-style-type: none"> • a skill level which assumes and requires 	Routine supervision of straightforward tasks; close supervision of more complex tasks.	<p>Learning Support Assistant level 2</p> <ul style="list-style-type: none"> • Providing assistance with the educational program where limited discretion and judgment and/or specific skills are involved

Classification	Criteria	Supervision	Indicative Duties
	<p>knowledge, training or experience relevant to the duties to be performed;</p> <ul style="list-style-type: none"> • completion of Year 12 without work experience; • completion of relevant Certificates I or II with work related experience; or • an equivalent combination of experience and training. 	<p>Where employees are working alone, less direct guidance and some autonomy may be involved.</p>	
Level 3	<p>Level 3 duties typically require a skill level which assumes and requires knowledge, training or qualifications in a relevant field:</p> <ul style="list-style-type: none"> • completion of a relevant trades certificate or Certificate III; • an equivalent combination of relevant experience and/or education/training. 	<p>In some positions, routine supervision, moving to general direction with experience. In other positions, general direction. This is the first level where supervision of other employees may be required. When employees are working alone, they may work semi-autonomously.</p>	<p>Learning Support Assistant level 3</p> <ul style="list-style-type: none"> • Provide support to the school team in implementing and reviewing the students Individual Learning Plans • Guide and participate in the process of development of student's Individual Learning Plans • Work proactively to support students to engage positively in the learning program and activities of the school • Under the direction of the Head of Teaching and Learning, implement diagnostic processes to determine appropriate learning, teaching and support interventions. • Actively participate as a member of the team and contribute to the effective development and implementation of programs and activities for the students.

Classification	Criteria	Supervision	Indicative Duties
	Persons advancing through this level may typically perform duties which require further on-the-job training or knowledge and training equivalent to progress toward completion of a Certificate IV or Diploma		

Appendix D. Galilee School Teacher Employees

1 Coverage

- 1.1 The terms set out in this Appendix apply to Galilee School Teachers and take precedence over PART A through to PART I and Appendix F of this Agreement to the extent of any inconsistency.

2 Minimum Engagement

- 2.1 The minimum engagement for a Part-Time or Casual Teacher will be a half day, being 3.8 hours.

3 Ordinary Hours

- 3.1 Teachers may be required to teach a maximum of 18 hours face-to-face per week averaged over the teaching year. However, face-to-face teaching loads should not exceed 20 hours per week unless alternative teaching arrangements have been agreed between the principal and the teacher, such as: the teacher requests the average hours as part of a flexibility arrangement; or there is a short term need at the school and where circumstances justify it. Arrangements in respect of supervision and other non-teaching requirements of teachers will be set by the school on the basis of staffing provisions.
- 3.2 Face-to-face teaching, in relation to a particular teacher: means regular rostered teaching sessions in a documented approved course of study for which the teacher has primary responsibility for education delivery; and includes sessions of direct student instruction rostered or required by the Principal as inbuilt relief including a class for which the teacher is not ordinarily timetabled or scheduled as responsible at that time, or curricular including times where they are not the teacher with primary responsibility but may be assisting another teacher, or pastoral functions involving student supervision, student counselling or consultation.
- 3.3 Communities at Work will provide written notice of the School Term weeks and days in Non-School Term times on which the Teachers are required to attend, six months in advance of the requirement to attend.

4 Part Time Teachers

- 4.1 A Part Time Teacher is an Employee who is engaged to work less than 5 days per week.

5 Casual Teachers

- 5.1 A Casual Teacher will be engaged for a period of not more than four consecutive School Term weeks (**Casual Engagement**).
- 5.2 A Casual Engagement may be extended by agreement between the Teacher and Communities at Work provided the total period of the engagement does not exceed one School Term.

6 Rest Breaks

- 6.1 Unless otherwise specified in this Agreement, Teachers are entitled to the rest breaks set out in the following table:

Rest Breaks	
Required to work five consecutive hours.	One unpaid break of not less than 30 consecutive minutes.

- 6.2 The parties may agree in writing to vary the above rest break entitlement.

7 Fixed Term Contract

- 7.1 A Teacher may be employed as a Fixed Term Employee under clause 9 for a period of at least 4 weeks but not more than 12 months on either a full-time or part-time basis to:
- (a) undertake a specified project for which funding has been made available;
 - (b) undertake a specified task which has a limited period of operation; or
 - (c) replace an Employee who is on leave, performing other duties temporarily or whose employment has terminated after the commencement of the school year (**Replacement Arrangement**).
- 7.2 Where the Replacement Arrangement extends beyond 12 months, the Fixed Term employment may be extended up to a further 12 months.

8 Annual Salary

Payment of Annual Salary

- 8.1 Teachers will be paid the Annual Salary set out in clause 13 with the addition of clause 12 of this Appendix and clause 28 of this agreement as applicable to their classification and position in fortnightly instalments in accordance with clause 14 of this Agreement, pro rata

for Part Time Employees. For the avoidance of doubt the Annual Salary is paid each fortnight, including while the Employee is on Annual Leave or not required to work during Non-School Term time.

- 8.2 Teachers are generally not required to attend work during Non-School Term time in recognition of the breadth of their professional responsibilities and subject to the following required activities and obligations:
- (a) attendance at induction programs;
 - (b) participation at professional learning activities or programs – communicated at least 6 months in advance by the Principal;
 - (c) That lesson planning and preparation, student support activities, and other professional responsibilities (including academic reports for the previous term/semester), are advanced to a point where the subsequent school term can commence in a planned, prepared, and operationally, supportive and effective manner.

Calculation of Annual Salary

- 8.3 The Annual Salary has been calculated to compensate Teachers, pro rata for Part Time Teachers:
- (a) 205 days of work during each school year;
 - (b) four weeks of Annual Leave, subject to clause 10.1 of this Appendix;
 - (c) 3 days of holiday shut down leave over the Christmas / New Year period; and
 - (d) 13 public holidays.
- 8.4 In return for the Annual Salary, Teachers:
- (a) subject to leave taken in accordance with clause 31 of this Agreement (excluding Annual Leave which is subject to clause 10.1 of this Appendix) must attend work during School Term hours, and acknowledge this may include circumstances where parent engagement and other student support events occur outside of normal hours (parent teacher nights; open days/evenings for example) these occasions will be managed with reference to Clause 9 of this Appendix.
 - (b) subject to leave taken in accordance with clause 31 of this Agreement, may be required to attend work during Non-School

Term weeks when not on Annual Leave, in the circumstances outlined at clause 2 of this Appendix; and

- (c) will accrue all leave entitlements in accordance with clause 10 of this Appendix.

9 Banking Hours

- 9.1 Extra hours, beyond the fulltime requirement of 38 hours per week (or pro-rata equivalent) will be banked for later use by the Employee as time off, on an hour to hour basis (**Banked Hours**).
- 9.2 Banked Hours must not exceed 38 hours. If an Employees has 38 Banked Hours:
 - (a) further overtime cannot be banked and will be paid at the applicable overtime rates; and
 - (b) Communities at Work may at its discretion elect to pay out an amount of Banked Hours at the applicable overtime rates, or direct the Employee to take the Banked Hours as time off to reduce the accrued Banked Hours.
- 9.3 Banked Hours may be taken as time off:
 - (a) within three months of being accrued; and
 - (b) at a time that is mutually agreed between Communities at Work and the Employee.
- 9.4 Banked Hours may be paid out at the applicable overtime rate, if:
 - (a) time off it is not taken in within three months (unless an extension is mutually agreed in writing); or
 - (b) the Employee's employment ends for any reason before the Banked Hours have been taken.
- 9.5 With the agreement of Communities at Work, an Employee may elect to work additional hours to accrue Banked Hours on an hour to hour basis, provided:
 - (a) the additional hours meet operational requirements; and
 - (b) the Employee maintains an average of 38 hours per week of work averaged over a period of 12 months.

10 Leave

Taking of Annual Leave

- 10.1 For the purposes of clause 31, Teachers must take annual leave during Non-School Term weeks. Leave must generally be taken, in the case of an Employee whose employment is continuing into the next school year, in the 4-week period immediately following the final

School Term week of the current school year, unless otherwise agreed with Communities at Work.

Leave Accrual

- 10.2 Full Time Teachers accrue all leave entitlements at the same rate as other Full Time Employees working a 38 hour work week, notwithstanding that they are ordinarily engaged to only work during School Term weeks.
- 10.3 Part Time Teachers accrue all leave entitlements at a pro rata rate of other Full Time Employees working a 38 hour work week, notwithstanding that they are ordinarily engaged to only work during School Term weeks
- 10.4 For the avoidance of doubt, for the purpose clause a Part Time Teacher is an Employee who is engaged to work less than 5 days per School Term week.

Recall to Duty During Annual Leave

- 10.5 Where circumstances justify it, the Principal or CEO may recall a Galilee School Teacher employee to duty during a period of designated annual leave.
- 10.6 When the Principal or CEO recalls an employee to duty during a period of annual leave the employee must have the period of annual leave re-credited.
- 10.7 Re-credited annual leave resulting from a recall to duty during annual leave may be taken at a time in the subsequent school year agreed between the employee and the Principal.
- 10.8 Approval to take re-credited annual leave is subject to the efficient operations of the school.

11 Notice of Termination

- 11.1 This clause does not apply to Teachers who are Fixed Term Employees, Casual Employees or in their Probationary Period.
- 11.2 For the purposes of clause 38:
 - (a) Communities at Work will provide Teachers with at least 7 School Term weeks' notice of termination;
 - (b) Communities at Work may pay the Teacher in lieu of all or part of the notice period;
 - (c) Teachers are required to provide Communities at Work at least 7 School Term weeks' notice of resignation.
 - (d) If a Teacher fails to give the required notice, Communities at Work may withhold from the Teacher's unpaid wages, an

amount equal to the Teacher's Base Rate of Pay for a period of two weeks.

12 Galilee Special Assistance School Allowance

- 12.1 For the purposes of clause 27, a special assistance school allowance of \$6,000 per annum full-time equivalent, will be paid to Teachers, and a pro-rata amount will be paid to Part Time or Casual Teachers.

13 Pay Rates

Position	Pay Classification	Annual Salary	Base Hourly Rate*
Teacher Level 1	GT1.1	\$80,195.83	\$40.48
	GT1.2	\$82,676.12	\$41.73
	GT1.3	\$85,233.11	\$43.02
Teacher Level 2	GT2.1	\$87,869.18	\$44.35
	GT2.2	\$90,586.79	\$45.72
	GT2.3	\$93,388.44	\$47.13
Teacher Level 3	GT3.1	\$96,276.74	\$48.59
	GT3.2	\$99,254.37	\$50.10
	GT3.3	\$102,324.10	\$51.64
Teacher Level 4	GT4.1	\$104,412.34	\$52.70
	GT4.2	\$106,500.59	\$53.75
	GT4.3	\$108,630.60	\$54.83
Teacher Level 5	GT5.1	\$110,803.22	\$55.92
	GT5.2	\$113,019.28	\$57.04
	GT5.3	\$115,279.67	\$58.18

*Excludes casual loading

14 Pay Progression

- 14.1 On the anniversary of their commencement date, Galilee School Teachers will progress from one pay point to the next within a classification level unless the Employee has not:
- (a) demonstrated competency at the existing level; and
 - (b) served at least 12 months continuous service at their current pay point, or 24 months if the Employee's Ordinary Hours are less than 19 hours per week.
- 14.2 Subject to clause 14.3 of this Appendix, Teachers will be entitled to the following progressions:

- (a) Level 1 Teachers will progress to Level 2 once they are accredited or registered as a Proficient Teacher;
- (b) Level 2 Teachers will progress to Level 3 if they are a Proficient Teacher and have completed three years Teaching Service at Level 2;
- (c) Level 3 Teachers will progress to Level 4 if they are a Proficient Teacher and have completed three years Teaching Service at Level 3; and
- (d) Teachers will progress to Level 5 following once they are accredited or registered as a Highly Accomplished /Lead Teacher.

14.3 A Teacher will not be a Proficient Teacher or Highly Accomplished / Lead Teacher and not eligible for progression if Communities at Work has, in the 12-month period immediately preceding the date upon which the Teacher is due for progression:

- (a) identified, in writing, that the Teacher has not complied with the requirements of the APST in specified respects on an ongoing basis;
- (b) afforded the Teacher a reasonable period of time, with the provision of support, training and feedback, to bring the Teacher’s performance into compliance with the APST; and
- (c) assessed the Teacher, in a formal and documented review of performance, as still not complying with the requirements of the APST on an ongoing basis.

15 Galilee School Teacher Classifications

Classification	Criteria
Teacher Level 1	Graduate Teacher and all other Teachers (as defined) including those holding provisional or conditional accreditation /registration
Teacher Level 2	Teacher with proficient accreditation/registration or equivalent
Teacher Level 3	Teacher with proficient accreditation/registration or equivalent after 3 years’ Satisfactory Teaching Service at Level 2
Teacher Level 4	Teacher with proficient accreditation/registration or equivalent after 3 years’ Satisfactory Teaching Service at Level 3
Teacher Level 5	Teacher with Highly Accomplished / Lead Teacher accreditation / registration or equivalent

Classification on appointment

- 15.1 On appointment, an employee who is a Teacher at Galilee School will be classified according to the criteria set out above and paid in accordance with clause 11 of this Appendix.

Period of Teaching Service

- 15.2 For the purposes of clauses 13 and 15 of this Appendix **“Teaching Service”** means the total period a person has been employed as a teacher by any employer in the school education industry or the children’s services and early childhood education industry but 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.
- 15.3 For the avoidance of doubt, the following will count as Teaching Service:
- (a) teaching experience in preschools, kindergartens, multi-purpose centres, early intervention services, long day care centre and other similar services;
 - (b) teaching experience of children from 4 to 8 years (or in the infants department) of a school registered and/or accredited under the relevant authority in each state or territory; and
 - (c) service as a lecturer in early childhood education or child development, as a child development officer or equivalent.
- 15.4 For Casual Employees, the equivalent of a full-time year of Teaching Service is 200 full casual days in Australian schools.
- 15.5 Teaching 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, where the hours are more than 90% of a full-time load, service will count as a full-time year.

Satisfactory Teaching Service

- 15.6 For the purpose of progression to Levels 3 and 4, **“Satisfactory Teaching Service”** shall mean:
- (a) maintenance of proficient accreditation/registration as a teacher, where applicable; and
 - (b) compliance with the requirements of the APST.
- 15.7 An Employee will be deemed to have complied with the APST unless Communities at Work has, in the 12-month period immediately preceding the date upon which the employee is due for progression to Level 3 or Level 4:

- (a) identified, in writing, that the Employee has not complied with the requirements of the APST in specified respects on an ongoing basis; and
 - (b) afforded the Employee a reasonable period of time, with the provision of support, training and feedback, to bring the employee's performance into compliance with the APST; and
 - (c) assessed the Employee, in a formal and documented review of performance, as still not complying with the requirements of the APST on an ongoing basis.
- 15.8 If the Employee disputes an assessment that they have not complied with the requirements of the APST such as not to qualify for progression, Communities at Work shall seek to resolve the dispute with the Employee in accordance with the dispute resolution procedure in accordance with clause 41 of this Agreement. This shall include, if necessary, reference of the dispute to the Fair Work Commission by the Communities at Work.

Proficient Teachers

- 15.9 For the purposes of clauses 14 and 15 of this Appendix **"Proficient Teacher"** shall mean a Teacher who:
- (a) meets the requirements of the APST applicable to a proficient teacher; and
 - (b) holds the relevant State or Territory accreditation required by a regulatory body to perform the role in that State or Territory.

Highly Accomplished / Lead Teachers

- 15.10 For the purposes of clauses 14 and 15 of this Appendix **"Highly Accomplished / Lead Teacher"** shall mean a Teacher who:
- (a) meets the requirements of the APST applicable to a Highly Accomplished/Lead Teacher; and
 - (b) holds the relevant State or Territory accreditation required by a regulatory body to perform the role in that State or Territory.

Evidence of Qualifications and Teaching Service

- 15.11 On engagement, Communities at Work may require that the Teacher provide documentary evidence of qualifications and teaching service.
- 15.12 If Communities at Work considers that the Teacher has not provided satisfactory evidence, and advises the Teacher in writing to this effect, then Communities at Work may decline to recognise the relevant qualification or experience until evidence is provided. Communities at Work will not unreasonably refuse to recognise the qualifications or teaching experience of a Teacher.

- 15.13 Where a Teacher has completed further teaching service 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 Communities at Work within 3 months of completion. In all other cases the Employee will be classified and paid from the date satisfactory evidence is provided.

Returning to teaching

- 15.14 A Teacher with at least 2 years' teaching service who was previously registered/accredited as a Proficient Teacher or who was not required to be registered/accredited as a Proficient Teacher who:
- (a) is returning to teaching following a break of teaching service, where they have not obtained or maintained Proficient Teacher status; or
 - (b) otherwise does not hold Proficient Teacher accreditation/registration status,
- shall be classified on Level 2 for one year full-time equivalent Teaching Service, during which period the Teacher may apply for proficient teacher accreditation or registration or apply for mutual recognition (in the case of an interstate teacher) with the relevant teacher accreditation authority. Upon attaining Proficient Teacher accreditation or registration, the Teacher will progress to the relevant Level between Level 2 and Level 4 based on their Teaching Service at a proficient level. All service, in excess of two years, will count as Teaching Service at a proficient level where that Teaching Service has followed the attainment of a recognised teaching qualification.
- 15.15 If the Teacher does not attain Proficient Teacher accreditation or registration within the one year full-time equivalent teaching service, the Teacher will be paid at Level 1 until the Teacher achieves Proficient Teacher accreditation. On such date the Teacher will progress to the relevant Level between Level 2 and Level 4 based on their Teaching Service at a proficient level. All Teaching Service, in excess of 2 years, will count as Teaching Service at a proficient level where that Teaching Service has followed the attainment of a recognised teaching qualification.

Appendix E. Galilee School Leader Employees

1 Coverage

- 1.1 The terms set out in this Appendix apply to Galilee School Leader employees and take precedence over PART A through to PART I and Appendix F of this Agreement to the extent of any inconsistency.

2 Ordinary Hours

- 2.1 The span of hours within which Ordinary Hours may be worked are Monday to Friday between 7.00am to 6.00pm.
- 2.2 Unless otherwise specified in this Agreement, Ordinary Hours will not exceed 10 hours in a single day unless mutually agreed to by the Employee and Communities at Work due to extraordinary circumstances.
- 2.3 Communities at Work will endeavour not to require an Employee to commence work before at least a 10 hour break after the end of the previous shift, where reasonable.

3 Non-contact time

- 3.1 Any Employee in a School Leadership Position, responsible for the preparation, implementation and/or evaluation of a developmental program for an individual student or group of students will be entitled to a minimum of two hours non-contact time per week. During non-contact time, the Employee will not be required to supervise students or perform other duties as directed by the employer.

4 Minimum Engagement

- 4.1 Galilee School Leader Employees will be engaged to work for a minimum of two hours for each engagement.

5 Rest Breaks

- 5.1 Unless otherwise specified in this Agreement, Galilee School Leader Employees are entitled to the rest breaks set out in the following table:

Rest Breaks	
Required to work five consecutive hours.	One unpaid meal break of not less than 30 minutes.

Required to work seven consecutive hours, excluding unpaid breaks.	In addition to the unpaid break, a paid rest break of 10 minutes.
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5.2 The parties may agree in writing to vary the above rest break entitlement.

6 Fixed Term Contract

6.1 A School Leader may be employed as a Fixed Term Employee under clause 9 for a period of at least 4 weeks but not more than 12 months on either a full-time or part-time basis to:

- (a) undertake a specified project for which funding has been made available;
- (b) undertake a specified task which has a limited period of operation; or
- (c) replace an Employee who is on leave, performing other duties temporarily or whose employment has terminated after the commencement of the school year (**Replacement Arrangement**).

6.2 Where the Replacement Arrangement extends beyond 12 months, the Fixed Term employment may be extended up to a further 12 months.

7 Annual Salary

Payment of Annual Salary

7.1 Galilee School Leader Employees will be paid the Annual Salary set out in clause 11 with the addition of clause 10, and of this Appendix , and clause 28 of this agreement, applicable to their classification in fortnightly instalments in accordance with clause 14 of this Agreement, pro rata for Part Time Employees. For the avoidance of doubt the Annual Salary is paid each fortnight, including while the Employee is on Annual Leave or not required to work during Non-School Term weeks.

7.2 An Employee who is paid the Annual Salary and works additional days or hours at the request of Communities at Work during Non-School Term weeks which they are not normally required to work, or during School Term weeks on days they are not normally required to work, may, at the discretion of Communities at Work, be paid at the casual rate of pay for the relevant classification for all such work, in which case this payment will be in addition to any other remuneration received by the Employee under this clause.

Calculation of Annual Salary

7.3 The Annual Salary has been calculated to compensate Full Time Galilee School Leader Employees, pro rata for Part Time Galilee School Leader Employees:

- (a) all days of work during School Term weeks;
- (b) up to 15 days work during Non-School Term weeks in accordance with clause 7.4(b) if Communities at Work identifies meaningful work required to be done (including Professional Development), or paid **Standdown** where there is no meaningful work;
- (c) four weeks of Annual Leave, subject to clause 8.1 of this Appendix;
- (d) 3 days of holiday shut down leave over the Christmas / New Year period; and
- (e) 13 public holidays.

7.4 In return for the Annual Salary, Galilee School Leader employees:

- (a) subject to leave taken in accordance with clause 31 of this Agreement (excluding Annual Leave which is subject to clause 8.1 of this Appendix), must attend work on School Term days, and acknowledge this may include reasonable overtime which will be dealt with in accordance with clause 23 of this Agreement;
- (b) subject to leave taken in accordance with clause 31 of this Agreement (excluding Annual Leave which is subject to clause 8.1 of this Appendix), must attend work during Non-School Term weeks:
 - (i) for up to five days between term one and term two;
 - (ii) for up to five days between term two and term three; and
 - (iii) for up to five days between term three and term four,for a total of 15 days per year as directed; and
- (c) will accrue all leave entitlements in accordance with clause 8 of this Appendix.

8 Leave

Taking of Annual Leave

8.1 For the purposes of clause 31, a Galilee School Leader Employees must take annual leave during Non-School Term weeks. Leave must generally be taken, in the case of an Employee whose employment is

continuing into the next school year, in the 4-week period immediately following the final School Term week of the current school year, unless otherwise agreed with Communities at Work.

Leave Accrual

- 8.2 Full Time Galilee School Leader Employees accrue all leave entitlements at the same rate as other Full Time Employees working a 38 hour work week, notwithstanding that they are ordinarily engaged to only work during School Term weeks.
- 8.3 Part Time Galilee School Leader Employees accrue all leave entitlements at a pro rata rate of other Full Time Employees working a 38 hour work week, notwithstanding that they are ordinarily engaged to only work during School Term weeks.
- 8.4 For the avoidance of doubt, for the purpose clause a Part Time Galilee School Leader Employee is an Employee who in engaged to work less than 38 hours per School Term week.

Recall to Duty During Annual Leave

- 8.5 Where circumstances justify it, the Principal or CEO may recall a Galilee School Leader employee to duty during a period of designated annual leave.
- 8.6 When the Principal or CEO recalls an employee to duty during a period of annual leave the employee must have the period of annual leave re-credited.
- 8.7 Re-credited annual leave resulting from a recall to duty during annual leave may be taken at a time in the subsequent school year agreed between the employee and the Principal.
- 8.8 Approval to take re-credited annual leave is subject to the efficient operations of the school.

9 Notice of Termination

- 9.1 This clause does not apply to School Leaders who are Fixed Term Employees, Casual Employees or in their Probationary Period.
- 9.2 For the purposes of clause 38:
 - (a) Communities at Work will provide School Leaders with at least 7 School Term weeks' notice of termination;
 - (b) Communities at Work may pay the School Leader in lieu of all or part of the notice period;
 - (c) School Leaders are required to provide Communities at Work at least 7 School Term weeks' notice of resignation.

- (d) If a School Leader fails to give the required notice, Communities at Work may withhold from the Teacher’s unpaid wages, an amount equal to the Teacher’s Base Rate of Pay for a period of two weeks.

10 Galilee Special Assistance School Allowance

- 10.1 For the purposes of clause 27, a special assistance school allowance of \$6,000 per annum Full Time equivalent, will be paid to Galilee School Leader Employees and a pro-rata amount will be paid to eligible Part Time or Casual Employees.

11 Pay Rates

Position	Pay Classification	Annual Salary	Base Hourly Rate*
Head of Student Support/Head of Teaching and Learning	GL6.1	\$117,585.26	\$59.35
	GL6.2	\$119,936.96	\$60.53
	GL6.3	\$122,335.70	\$61.74
Deputy Principal	GL7.1	\$124,782.42	\$62.98
	GL7.2	\$127,278.07	\$64.24
	GL7.3	\$ 129,823.63	\$65.52

*Excludes casual loading

12 Pay Progression

- 12.1 Galilee School Leader Employees will progress to the next highest pay point within their classification level after 12 months continuous service at a pay point, unless Communities at Work determines the Employee’s performance against the relevant classification descriptors as not been satisfactory over the preceding 12 months.
- 12.2 Progression to a higher position will only occur by way of promotion or reclassification.

13 Galilee School Leaders Staff Classifications

Classification	Criteria	Supervision	Indicative Duties
Head of Teaching and Learning	<p>Competency at this level involves the development and application of professional knowledge in a specialised area/s and utilising a broad range of skills. Competencies are normally applied independently and are substantially non-routine.</p> <p>Competency at this level involves the delivery of professional services within defined accountability levels. Employees may operate individually or as a member of a team.</p> <p>Significant discretion and judgment is required in planning, designing professional, technical or supervisory functions related to services, operations or processes.</p>	<p>In some positions, general direction is appropriate. In other positions, broad direction would apply. May have extensive supervisory and line management responsibility for teachers and learning support assistant employees. Supervision is present to review established objectives.</p>	<ul style="list-style-type: none"> Indicative duties include overseeing staff, developing strategies to enhance student engagement and attendance, managing student support services in collaboration with stakeholders, coordinating professional development for teaching staff, ensuring effective program development aligned with educational standards, facilitating communication with parents regarding school programs and student progress, overseeing resource allocation, and maintaining teaching competency and confidentiality in student records.

Classification	Criteria	Supervision	Indicative Duties
	<p>Employees are expected to plan their own professional development and such increased knowledge, relevant to the position held, will be applied to the work situation.</p> <p>Perform work assignments guided by policy, precedent, professional standards and managerial or technical expertise. Employees would have the latitude to develop or redefine procedure and interpret policy so long as other work areas are not affected. In technical and administrative areas, have a depth or breadth of expertise developed through extensive relevant experience and application.</p> <p>Judgment, independence and problem solving</p> <p>Discretion to: innovate within own function and take responsibility for outcomes; design, develop and test</p>		

Classification	Criteria	Supervision	Indicative Duties
	<p>complex equipment, systems and procedures; undertake planning involving resources use and develop proposals for resource allocation; exercise high level diagnostic skills on sophisticated equipment or systems; and/or analyse and report on data and experiments.</p>		
<p>Head of Student Support</p>	<p>Competency at this level involves the development and application of professional knowledge in a specialised area/s and utilising a broad range of skills. Competencies are normally applied independently and are substantially non-routine.</p> <p>Competency at this level involves the delivery of professional services within defined accountability levels. Employees may operate individually or as a member of a team.</p>	<p>In some positions, general direction is appropriate. In other positions, broad direction would apply. May have extensive supervisory and line management responsibility for youth work and other student support employees. Supervision is present to review established objectives.</p>	<ul style="list-style-type: none"> Indicative duties include coordinating case conferences and meetings with stakeholders, providing strategic advice to school leadership on student support, mentoring the Student Support Team, facilitating professional development, fostering a positive learning environment, overseeing communication with parents, managing resource implementation, maintaining teaching competency, assisting in the creation of Individual Learning Plans and Positive Behaviour Support Plans, ensuring ongoing educational and holistic development of students, and promoting their social, emotional, and physical well-being through extracurricular activities.

Classification	Criteria	Supervision	Indicative Duties
	<p>Significant discretion and judgment is required in planning, designing professional, technical or supervisory functions related to services, operations or processes.</p> <p>Employees are expected to plan their own professional development and such increased knowledge, relevant to the position held, will be applied to the work situation.</p> <p>Perform work assignments guided by policy, precedent, professional standards and managerial or technical expertise. Employees would have the latitude to develop or redefine procedure and interpret policy so long as other work areas are not affected. In technical and administrative areas, have a depth or breadth of expertise developed through extensive relevant experience and application.</p>		

Classification	Criteria	Supervision	Indicative Duties
	<p>Judgment, independence and problem solving</p> <p>Discretion to: innovate within own function and take responsibility for outcomes; design, develop and test complex equipment, systems and procedures; undertake planning involving resources use and develop proposals for resource allocation; exercise high level diagnostic skills on sophisticated equipment or systems; and/or analyse and report on data and experiments</p> <p>Duties typically require a skill level which assumes and requires knowledge or training equivalent to:</p> <ul style="list-style-type: none"> • a degree with subsequent relevant experience; • extensive experience and specialist expertise or broad knowledge in technical or administrative fields; or 		

Classification	Criteria	Supervision	Indicative Duties
	<ul style="list-style-type: none"> • an equivalent combination of relevant experience and/or education/training. 		
Deputy Principal	<p>Within constraints set by management, employees exercise initiative in the application of professional practices demonstrating independent discretion and judgment, which may have effect beyond a work area. An employee at this level is expected to carry a high proportion of tasks involving complex, specialised or professional functions.</p> <p>An employee may independently relate existing policy to work assignments or rethink the way a specific body of knowledge is applied in order to solve problems. In professional or technical positions, the employee may be a recognised authority in a specialised area.</p>	<p>Broad direction. May manage other employees including general employees</p>	<p>In collaboration with the principal and executive team, deputy principals are leaders of teaching, learning and wellbeing.</p> <ul style="list-style-type: none"> • support the principal in leading the management of the school ethically. • support the monitoring of staff to ensure they meet key accountabilities and facilitate the review of school procedures in line with policies. • foster a culture of support for all students with additional learning and support needs • Deputy principal: • support the maintenance of an inclusive, effective and safe learning environment • are consultative and collegial in their approach to forming effective relationships with students, staff, parents and the wider community • act with integrity and make ethical and operational decisions to meet the needs of students equitably, in line with relevant legislation, policies and priorities • promote and strengthen a culture of high expectations to ensure that all staff focus on the improvement of teaching, assessment, reporting and wellbeing practices

Classification	Criteria	Supervision	Indicative Duties
	<p>Judgment, independence and problem solving</p> <p>Independently relate existing policy to work assignments, rethink the way a specific body of knowledge is applied in order to solve problems, adapt procedures to fit policy prescriptions or use theoretical principles in modifying and adapting techniques. This may involve stand-alone work or the supervision of employees in order to achieve objectives. It may also involve the interpretation of policy which has an impact beyond the immediate work area.</p> <p>Duties typically require a skill level which assumes and requires knowledge or training equivalent to:</p> <ul style="list-style-type: none"> • A degree with at least 4 years of subsequent relevant experience; 		

Classification	Criteria	Supervision	Indicative Duties
	<ul style="list-style-type: none"> • Extensive experience and management expertise in technical or administrative fields; or • An equivalent combination of relevant experience and/or education/training. 		

Appendix F. Definitions

Term	Definition
Apprentice	Means a person employed by Communities at Work in accordance with clause 11.
APST	Means the Australian Professional Standards for Teachers established by the Australian Institute for Teaching and School Leadership
Base Rate of Pay	Means an Employee's salary, or hourly rate of pay as applicable, without overtime, penalties, or other allowances.
Broken Shift	Means a shift worked by an Employee that includes one or more breaks (other than a meal break) and where the span of hours is not more than 12 hours.
Casual Employee	Means a person employed by Communities at Work in accordance with clause 10.1.
Chief Executive Officer	Means the person appointed as the Chief Executive Officer of Communities@Work, but excludes people temporarily acting in the role of Chief Executive Officer from time to time.
Code of Conduct	Means the Communities at Work Code of Conduct and other associated policies of Communities at Work from time to time.
Communities at Work	Means Communities@Work (ACN 125 799 859).
Eligible Community Service Activity	Means each of the following: (c) jury service (including attendance for jury selection) that is required by or under a Commonwealth, State or Territory law; (d) a voluntary emergency management activity as defined in the NES; or (e) an activity otherwise prescribed in regulations made under the Fair Work Act.
Employee	Means an employee of Communities@Work who is covered by this Agreement as specified in clause 2.1 of this Agreement, and for the avoidance of doubt includes all Full Time Employees, Part Time Employees, Casual Employees, and Fixed Term Employees.

Term	Definition
Fair Work Act	The Fair Work Act 2009 and the Fair Work (Transitional Provisions and Consequential Amendments) Act 2009, and their successors and any regulations associated with those Acts.
Fixed Term Employee	Means a person employed by Communities at Work in accordance with clause 9.
Full Time Employee	Means a person employed by Communities at Work in accordance with clause 76.
Galilee School Administrative Employee	Means an Employee employed by Communities at Work to work at Galilee School in the classifications contained in clause 11 of Appendix A.
Galilee School Learning Support Assistant Employee	Means an employee employed by Communities at Work to work at Galilee School in the classifications contained in clause 12 of Appendix C.
Galilee School Student Support Employees	Means an employee employed by Communities at Work to work at Galilee School in the classifications contained in clause 12 of Appendix B.
Galilee School Teacher	Means an employee employed by Communities at Work to work at Galilee School in the classifications contained in clause 15 of Appendix D.
Galilee School Leader	Means an employee employed by Communities at Work to work at Galilee School in the classifications contained in clause 13 of Appendix D.
High Income Threshold	Has the same meaning as that term in the Fair Work Act.
Highly Accomplished/Lead Teacher	An employee will have the equivalent to Highly Accomplished/Lead Teacher accreditation if the employee meets the APST applicable to a Highly Accomplished/Lead Teacher.
Household	A group of two or more related or unrelated people who usually reside in the same dwelling, who regard themselves as a household and who make common provision for food or other essentials for living.
Immediate Family	Means an Employee's Partner and a child, grandchild, parent, grandparent or sibling of the Employee or their Partner.

Term	Definition
Leadership Position	<p>Means an Employee appointed by Communities at Work to at least one of the following position titles:</p> <ul style="list-style-type: none"> (f) Office Manager; (g) Head of Student Support; (h) Campus Coordinator; (i) Senior Youth Worker; (j) Head of Teaching and Learning; (k) Curriculum Coordinator; (l) Vocational Coordinator; (m) Leading Teacher; or (n) Highly Accomplished and Lead Teacher (HA/LT)
Make-up Pay	<p>Full-time and part-time employees have to be paid 'make-up pay' for the first 10 days of jury selection and jury duty. Make-up pay is the difference between any jury duty payment the employee receives (excluding any expense-related allowances) from the court and the employee's base pay rate for the ordinary hours they would have worked.</p> <p>Before paying make-up pay, an employer may request evidence from the employee to show:</p> <ul style="list-style-type: none"> • that the employee has taken all necessary steps to obtain jury duty pay • the total amount of jury duty pay that has been paid or will be payable to the employee for the period. <p>If the employee can't provide evidence, they won't be entitled to make-up pay.</p>
Modern Award	Has the same meaning as in the Fair Work Act.
NES or National Employment Standards	Means the National Employment Standards as contained in clauses 59 to 131 of the Fair Work Act.
Non-School Term	Means the school holiday period during which students are not required to attend Galilee School for classes.
Ordinary Hours	Means the number of hours an employee would usually work during a specific day, week or fortnight period (e.g. a Full Time Employee's ordinary hours of

Term	Definition
	work may be an average of 38 hours per week) within the span of hours set out in the Appendix applicable to each Employee.
Parties	Means parties to this Agreement, and Party has a corresponding meaning.
Part Time Employee	Means a person employed by Communities at Work in accordance with clause 8.
Partner	The spouse (including a former spouse) of an Employee or a person who lives in a bona fide domestic relationship with the Employee and includes same sex relationships.
Probationary Period	Means a period of six months continuous service by the Employee from commencement of their employment with Communities at Work.
Remote Work	Has the meaning provided in clause 20.
Returning Teacher	Means a Teacher with at least 2 years Teaching Service who is returning to teaching following a break of Teaching Service where they have not obtained or maintained a status of a Proficient Teacher or Highly Accomplished /Lead Teacher during that time.
School Term	Means the period during which students attend Galilee school for classes.
Shiftworker	In relation to an Employee, for the purposes of the NES, has the same meaning as “shiftworker” is defined in the relevant Modern Award.
Standdown	<p>Paid standdown means where there is no meaningful work the employee is stood down from work on full pay, however the employee may be recalled to work or redeployed during the paid stand down period where there is meaningful work to be performed.</p> <p>Unpaid standdown means you do not perform your work for the employer and are not paid while stood down, but you are still employed by the employer</p>
Teacher	Means a person employed as such by a school, children’s service or early childhood education

Term	Definition
	<p>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. For the avoidance of doubt, teacher includes Galilee School Teachers, a teacher in a senior leadership position, but not a principal or deputy principal.</p>

SIGNATURE PAGE

Communities at Work (Galilee School) Enterprise Agreement 2024 -2027

Signed for Communities at Work by

Michelle Colefax CEO (full name and position)

Address of signatory

245 Cowlshaw St Greenway ACT 2900

Signature:



Date:

23 / 05 / 20 24

In the presence of:

Suzy Jones - Director People (full name and position)
Culture + Wellnes

Signature:



Date:

23 / 05 / 20 24

Employee bargaining representative 1

KIRSTEN RADIK. (full name of signatory)

Address of signatory

172 DIXON DRIVE

HOLDER ACT 2611.

The basis on which the signatory is authorised to sign as a bargaining representative:

Chair Employee Consultation Committee

Signature:



Date: 23/5/2024

In the presence of:

Suzy Jones, Director People (full name and position)
Culture & Wellness

Signature: 

Date: 23/5/2024

Employee bargaining representative 2

Carol Matthews (full name of signatory)

Address of signatory
485-501 Wattle Street
Ultimo NSW 2007

The basis on which the signatory is authorised to sign as a bargaining representative:

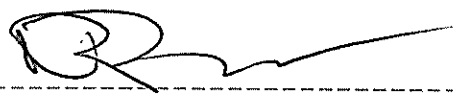
Secretary of Independent Education Union ^{NSW/} ACT Branch

Signature: 

Date: 4/6/2024

In the presence of:

Neal Bent, Industrial Officer (full name and position)

Signature: 

Date: 4/6/2024

04/06/2024

IN THE FAIR WORK COMMISSION

FWC Matter No.:
AG2024/1983

Applicant:
Communities@Work t/a Communities at Work

Section 185 – Application for approval of a single enterprise agreement

Undertaking – Section 190

I, Michelle Colefax, Chief Executive Officer, have the authority given to me by Communities@Work (ACN 125 799 859) ("Communities at Work") to give the following undertakings with respect to the Communities at Work (Galilee School) Enterprise Agreement 2024 - 2027 ("the Agreement"):

1. Reconciliations:
 - (a) Communities at Work will review the hours worked by Employees who are paid an Annual Salary to ensure the Annual Salary is not less than the Employee would earn if they were entitled to payments and benefits otherwise provided for in the Agreement (**Reconciliation**).
 - (b) The Reconciliation will be undertaken by Communities at Work:
 - (i) in January each year, at which time the Reconciliation will review the hours worked by each Employee who is paid an Annual Salary in the previous 12 month period against amounts actually paid;
 - (ii) on the request of an Employee. Employees may request a Reconciliation once every 12 months; and
 - (iii) on the termination of an Employee's employment.
 - (c) following completion of a Reconciliation:
 - (i) if a shortfall is identified, Communities at Work will make payment to the Employee of any shortfall amount; and
 - (ii) adjust the Annual Salary amount to remove any identified shortfall.
2. Notwithstanding clause 6 of Appendix A, B and C and clause 9 of Appendix D, Casual Employees will be paid at the applicable overtime rate under the Agreement for any overtime worked and will not receive Banked Hours.
3. Notwithstanding clause 10 of Appendix B, Employees classified as a Youth Worker Level 2 pay point GS2.2 will be paid a base hourly rate of \$33.22 and Annual Salary amount of \$65,819.45.
4. Notwithstanding clause 5 of Appendix B, Galilee School Student Support Employees will be deemed to have worked overtime where the Employee is directed by Communities at Work to work more than 38 hours per week.

These undertakings are provided on the basis of issues raised by the Fair Work Commission in the application before the Fair Work Commission.



Signature



Date