

# Educational Services (Teachers) Award 2020

This Fair Work Commission consolidated modern award incorporates all amendments up to and including 27 August 2024 ([PR777310](#) and [PR778050](#)).

Clause(s) affected by the most recent variation(s):

2—Definitions

15A—Employee right to disconnect

31—Dispute resolution

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[Varied by [PR735270](#), [PR747393](#), [PR750461](#), [PR774797](#), [PR778050](#)]

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## Part 1—Application and Operation of this Award

### 1. Title and commencement

- 1.1** This award is the *Educational Services (Teachers) Award 2020*.
- 1.2** This modern award commenced operation on 1 January 2010. The terms of the award have been varied since that date.
- 1.3** A variation to this award does not affect any right, privilege, obligation or liability that a person acquired, accrued or incurred under the award as it existed prior to that variation.

### 2. Definitions

[Varied by [PR733911](#), [PR735270](#), [PR774797](#), [PR777310](#)]

In this award, unless the contrary intention appears:

**Act** means the *Fair Work Act 2009* (Cth).

**all other teachers** means an employee who does not have the qualifications of a 3 year, 4 year or 5 year trained teacher.

[Definition of **APST** inserted by [PR735270](#) ppc 01Jan22]

**APST** means the Australian Professional Standards for Teachers established by the Australian Institute for Teaching and School Leadership.

[Definition of **casual employee** inserted by [PR733911](#) from 27Sep21; varied by [PR777310](#) from 27Aug24]

**casual employee** has the meaning given by section 15A of the [Act](#).

NOTE: Section 15A of the [Act](#) was amended with effect from 26 August 2024. Under clause 102(3) of Schedule 1 to the [Act](#), an existing employee who was a casual employee of an employer under section 15A as it was immediately before that date is taken to be a casual employee of the employer for the purposes of section 15A after that date.

**children's services and early childhood education industry** has the meaning given in clause 4.2(b).

**defined benefit member** has the meaning given by the *Superannuation Guarantee (Administration) Act 1992* (Cth).

**director** means the employee appointed by the employer to be responsible for the overall management and administration of a service in which an early childhood/ preschool teacher is employed.

**employee** means a person employed as a teacher in the school education industry or children’s services and early childhood education industry who is a national system employee within the meaning of the [Act](#).

[Definition of **employee organisation** inserted by [PR774797](#) from 01Jul24]

**employee organisation** has the meaning given by section 12 of [Act](#).

**employer** means national system employer within the meaning of the [Act](#).

[Definition of **enterprise** inserted by [PR774797](#) from 01Jul24]

**enterprise** has the meaning given by section 12 of the [Act](#).

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

[Definition of **full registration** inserted by [PR735270](#) ppc 01Jan22]

**full registration** has the same meaning as proficient accreditation.

[Definition of **5 year trained teacher** deleted by [PR735270](#) ppc 01Jan22]

[Definition of **4 year trained teacher** deleted by [PR735270](#) ppc 01Jan22]

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

**NES** means the [National Employment Standards](#) as contained in [sections 59 to 131](#) of the [Act](#).

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

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

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

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

[Definition of **proficient accreditation** inserted by [PR735270](#) ppc 01Jan22]

**proficient accreditation** means accreditation as a proficient teacher that meets the requirements for full registration by a body which oversees accreditation and recognition of teachers' professional capacity in any State or Territory. A reference to full registration is a reference to proficient accreditation.

**school education industry** has the meaning given in clause 4.2(a).

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

[Definition of **small business employer** inserted by [PR774797](#) from 01Jul24]

**small business employer** has the meaning given by section 23 of the [Act](#).

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

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

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

[Definition of **workplace delegate** inserted by [PR774797](#) from 01Jul24]

**workplace delegate** has the meaning given by section 350C(1) of the [Act](#).

[Definition of **3 year trained teacher** deleted by [PR735270](#) ppc 01Jan22]

[Definition of **2 year trained teacher** deleted by [PR735270](#) ppc 01Jan22]

### **3. The National Employment Standards and this award**

- 3.1** The [National Employment Standards](#) (NES) and this award contain the minimum conditions of employment for employees covered by this award.

- 3.2 Where this award refers to a condition of employment provided for in the [NES](#), the [NES](#) definition applies.
- 3.3 The employer must ensure that copies of the award and the [NES](#) are available to all employees to whom they apply, either on a notice board which is conveniently located at or near the workplace or through accessible electronic means.

#### 4. Coverage

- 4.1 This industry award covers employers throughout Australia in the school education industry, children's services and early childhood education industry and their employees as defined in clause 2—Definitions to the exclusion of any other modern award.
- 4.2 For the purposes of this award:
- (a) **school education industry** means the provision of education, including preschool or early childhood education, in a school registered and/or accredited under the relevant authority in each State or Territory or in an early childhood service operated by a school and includes all operations of the school. Where the provision of school education is directed, managed and/or controlled by a central or regional administration of a system of schools it may also include the persons involved in providing such services to schools; and
  - (b) **children's services and early childhood education industry** means the industry of long day care, occasional care (including those occasional care services not licensed), nurseries, childcare centres, day care facilities, family based childcare, out-of-school hours care, vacation care, adjunct care, in-home care, kindergartens and preschools, mobile centres and early childhood intervention programs.
- 4.3 This award covers any employer which supplies labour on an on-hire basis in the school education industry and the children's services and early childhood education industry in respect of on-hire employees in classifications covered by this award, and those on-hire employees, while engaged in the performance of work for a business in those industries. Clause 4.3 operates subject to the exclusions from coverage in this award.
- 4.4 This award does not cover:
- (a) a person engaged solely to instruct students on an individual basis for example, in the areas of music, language, dance and/or to instruct students in choir, band, string ensemble or other similar small group (but not including an employee teaching the school curriculum);
  - (b) a sports coach, assistant, or trainer (other than a member of the teaching staff of a school);

- (c) a person employed as a teacher/integration aide, helper, classroom assistant, or director/supervisor in or in connection with childcare, preschool, long day care centres, childminding centres or outside of school hours care services (other than a university qualified early childhood teacher);
- (d) a member of a recognised religious teaching order and/or Minister of Religion (other than a teacher who is not engaged in that capacity) or a person engaged for the purpose of religious instruction, supervision of prayers, or to undertake other religious duties of a non-teaching nature; or
- (e) a principal or deputy principal, however named.

**4.5** The award does not cover:

- (a) an employee excluded from award coverage by the [Act](#);
- (b) employees who are covered by a modern enterprise award, or an enterprise instrument (within the meaning of the *Fair Work (Transitional Provisions and Consequential Amendments) Act 2009* (Cth)), or employers in relation to those employees;
- (c) who are covered by a State reference public sector modern award, or a State reference public sector transitional award (within the meaning of the *Fair Work (Transitional Provisions and Consequential Amendments) Act 2009* (Cth)), or employers in relation to those employees;

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

NOTE: Where there is no classification for a particular employee in this award it is possible that the employer and that employee are covered by an award with occupational coverage.

## **5. Individual flexibility arrangements**

**5.1** Despite anything else in this award, an employer and an individual employee may agree to vary the application of the terms of this award relating to any of the following in order to meet the genuine needs of both the employee and the employer:

- (a) arrangements for when work is performed; or
- (b) overtime rates; or
- (c) penalty rates; or
- (d) allowances; or



- (e) annual leave loading.

NOTE: Agreement to vary the application of the terms under clauses 5.1(b) and (c) can only be made by employees covered by the provisions of Schedule A—Hours of Work and Related Matters—Teachers employed in early childhood services operating for at least 48 weeks per year.

- 5.2 An agreement must be one that is genuinely made by the employer and the individual employee without coercion or duress.
- 5.3 An agreement may only be made after the individual employee has commenced employment with the employer.
- 5.4 An employer who wishes to initiate the making of an agreement must:
  - (a) give the employee a written proposal; and
  - (b) if the employer is aware that the employee has, or reasonably should be aware that the employee may have, limited understanding of written English, take reasonable steps (including providing a translation in an appropriate language) to ensure that the employee understands the proposal.
- 5.5 An agreement must result in the employee being better off overall at the time the agreement is made than if the agreement had not been made.
- 5.6 An agreement must do all of the following:
  - (a) state the names of the employer and the employee; and
  - (b) identify the award term, or award terms, the application of which is to be varied; and
  - (c) set out how the application of the award term, or each award term, is varied; and
  - (d) set out how the agreement results in the employee being better off overall at the time the agreement is made than if the agreement had not been made; and
  - (e) state the date the agreement is to start.
- 5.7 An agreement must be:
  - (a) in writing; and
  - (b) signed by the employer and the employee and, if the employee is under 18 years of age, by the employee's parent or guardian.
- 5.8 Except as provided in clause 5.7(b), an agreement must not require the approval or consent of a person other than the employer and the employee.

- 5.9** The employer must keep the agreement as a time and wages record and give a copy to the employee.
- 5.10** The employer and the employee must genuinely agree, without duress or coercion to any variation of an award provided for by an agreement.
- 5.11** An agreement may be terminated:
- (a)** at any time, by written agreement between the employer and the employee;  
or
  - (b)** by the employer or employee giving 13 weeks' written notice to the other party (reduced to 4 weeks if the agreement was entered into before the first full pay period starting on or after 4 December 2013).

NOTE: If an employer and employee agree to an arrangement that purports to be an individual flexibility arrangement under this award term and the arrangement does not meet a requirement set out in section 144 then the employee or the employer may terminate the arrangement by giving written notice of not more than 28 days (see section 145 of the [Act](#)).

- 5.12** An agreement terminated as mentioned in clause 5.11(b) ceases to have effect at the end of the period of notice required under that clause.
- 5.13** The right to make an agreement under clause 5 is additional to, and does not affect, any other term of this award that provides for an agreement between an employer and an individual employee.

## **6. Requests for flexible working arrangements**

[6 substituted by [PR763282](#) ppc 01Aug23]

Requests for flexible working arrangements are provided for in the [NES](#).

NOTE: Disputes about requests for flexible working arrangements may be dealt with under clause 31—Dispute resolution and/or under section 65B of the [Act](#).

## **7. Facilitative provisions**

- 7.1** A facilitative provision provides that the standard approach in an award provision may be departed from by agreement between an employer and an individual employee, or an employer and the majority of employees in the enterprise or part of the enterprise concerned.
- 7.2** Facilitative provisions in this award are contained in the following clauses:

Clause	Provision	Agreement between an employer and:
28.2	Substitution of public holidays	An individual
A.1.4	Ordinary hours of work—teachers employed in early childhood services	An individual
A.4.2	Time off instead of overtime payment	An individual
A.6.1	Annual leave in advance	An individual
A.6.2	Cashing out of annual leave	An individual

## Part 2—Types of Employment and Classifications

### 8. Types of employment

8.1 Employees under this award will be employed in one of the following categories:

- (a) full-time employment;
- (b) part-time employment;
- (c) casual employment; or
- (d) fixed term employment.

### 9. Terms of engagement

9.1 On appointment, the employer will provide the employee (other than a casual employee) with a letter of appointment stating:

- (a) the classification and rate of salary applicable on commencement;
- (b) the employee’s face-to-face teaching load; and
- (c) details of their extra curricular commitment.

9.2 In the case of a part-time employee, the letter of appointment will include the employee’s teaching load expressed as a percentage of a full-time load in the school and state their extra curricular commitment will generally be, on balance, in the same proportion to their teaching load as that of a full-time teacher.

- 9.3** Where the employer engages the employee on a fixed term basis, the letter of appointment will inform the employee of:
- (a) the reason the employment is fixed term;
  - (b) the date of commencement; and
  - (c) the period of the employment.

## **10. Full-time employees**

A full-time employee is engaged to work an average of 38 ordinary hours per week.

## **11. Part-time employees**

- 11.1** A part-time employee is an employee who is engaged to work on a regular basis for less than, but not more than **90%** of, the hours of a full-time employee in the school, children's service, or early childhood education service.
- 11.2** If the hours of a part-time employee rise above **90%** of the hours of a full-time employee, the employee will be considered full-time.
- 11.3** A part-time employee who requests to work above **90%** of full-time hours, but less than full-time, will not be considered to be full-time and will be remunerated for the actual hours worked.
- 11.4** A part-time employee is entitled to the benefits under this award on a pro rata basis. The pro rata basis will be calculated by dividing the number of face-to-face teaching hours prescribed for the part-time employee from time to time by the usual number of face-to-face teaching hours prescribed for a full-time employee in the school, children's service or early childhood education service.
- 11.5** An employer cannot vary a part-time employee's teaching load or days of attendance unless:
- (a) the employee consents; or
  - (b) where such a variation is required as a result of a change in funding, enrolment or curriculum, the employer provides 7 weeks' notice in writing in the case of a school teacher or 4 weeks' notice in the case of an early childhood teacher, or where the change would result in a reduction in salary, the salary of the teacher is maintained for a period of 7 weeks in the case of a school teacher or 4 weeks in the case of an early childhood teacher.

## 12. Casual employees

[Varied by [PR733911](#)]

[12.1 substituted by [PR733911](#) from 27Sep21]

- 12.1** A casual employee shall be engaged for a period of not more than 4 consecutive weeks, or 4 consecutive term weeks in the case of a teacher in a school or preschool.
- 12.2** A casual engagement may be extended by agreement between the teacher and the employer provided the total period of the engagement:
- (a) does not exceed one school term in the case of teachers in a school or preschool; or
  - (b) a total of 10 weeks in any other case.
- 12.3** The rates of pay for a casual employee are contained in clause 17.5.

## 13. Fixed term employees

- 13.1** An employee may be employed for a fixed period of time 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.
- 13.2** Where the replacement arrangement under clause 13.1(c) extends beyond 12 months, the fixed term employment may be extended for up to a further 12 months.

## 14. Classifications

[Substituted by [PR735270](#) ppc 01Jan22]

### 14.1 Classification on appointment

On appointment, an employee will be classified according to the criteria set out below and paid in accordance with Clause 17—Minimum rates.

Classification	Criteria
Level 1	Graduate teacher and all other teachers (as defined) including those holding provisional or conditional accreditation /registration

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Level 2	Teacher with proficient accreditation/registration or equivalent
Level 3	Teacher with proficient accreditation/registration or equivalent after 3 years' satisfactory teaching service at Level 2
Level 4	Teacher with proficient accreditation/registration or equivalent after 3 years' satisfactory teaching service at Level 3
Level 5	Teacher with Highly Accomplished / Lead Teacher accreditation / registration or equivalent

### 14.2 Period of teaching service

- (a) Subject to the provisions of this clause 14.2, **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 (as defined in clause 4.2(a)).
- (b) Teaching service 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.
- (c) Service as a part-time teacher will normally accrue on a pro rata basis according to the percentage of a full-time teaching load undertaken in any year. However, subject to clause 11.3, where the hours are more than 90% of a full-time load, service will count as a full-time year.
- (d) In the case of a casual employee, the equivalent of a full-time year of teaching service is 200 full casual days in Australian schools.
- (e) In the case of an early childhood/preschool teacher, the following will count as service:
  - (i) teaching experience in preschools, kindergartens, multi-purpose centres, early intervention services, long day care centre and other similar services;
  - (ii) 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;
  - (iii) service as a lecturer in early childhood education or child development, as a child development officer or equivalent; and

- (iv) service as a diploma qualified childcare worker, at the rate of one year for every 3 years' service up to a maximum of 4 years.

### **14.3 Satisfactory teaching service**

- (a) For the purpose of progression to Levels 3 and 4, **satisfactory** teaching service shall mean:
  - (i) maintenance of proficient accreditation/registration as a teacher, where applicable; and
  - (ii) compliance with the requirements of the APST.
- (b) An employee will be deemed to have complied with the APST unless the employer has, in the 12-month period immediately preceding the date upon which the employee is due for progression to Level 3 or Level 4:
  - (i) identified, in writing, that the employee has not complied with the requirements of the APST in specified respects on an ongoing basis; and
  - (ii) 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
  - (iii) 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.
- (c) If the employee disputes an assessment that the employee has not complied with the requirements of the APST such as not to qualify for progression, the employer shall seek to resolve the dispute with the employee in accordance with the dispute resolution procedure in accordance with clause 31 of this award. This shall include, if necessary, reference of the dispute to the Fair Work Commission by the employer pursuant to clause 31.4.

### **14.4 Evidence of qualifications and teaching service**

- (a) On engagement, the employer may require that the employee provide documentary evidence of qualifications and teaching service.
- (b) If an employer considers that the employee has not provided satisfactory evidence, and advises the employee in writing to this effect, then the employer may decline to recognise the relevant qualification or experience until evidence is provided. The employer will not unreasonably refuse to recognise the qualifications or teaching experience of an employee.

- (c) Where an employee has completed further teaching 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 the employer within 3 months of completion. In all other cases the employee will be classified and paid from the date satisfactory evidence is provided.

#### **14.5 Equivalency to proficient accreditation**

- (a) For the purpose of Levels 2, 3 and 4 of the classification structure in clause 14.1, an employee will have the equivalent to proficient accreditation if:
  - (i) the employee works in a State or Territory where there is no requirement applicable to the employee to be accredited or registered as a proficient teacher; and
  - (ii) the employee meets the APST applicable to a proficient teacher.
- (b) For the purpose of clause 14.5(a)(ii), an employee will meet the APST applicable to a proficient teacher if the employee is assessed by the employer as doing so.
- (c) The following provisions apply to the assessment of an employee under clause 14.5(b):
  - (i) An assessment must be conducted by the employer if the employee requests such an assessment at any time after the completion of the first year of teaching service, provided that no more than one such request may be made in any calendar year.
  - (ii) An assessment must be conducted by the employer when the employee has completed 2 years' teaching service, even if the employee has not requested such an assessment.
  - (iii) If the employer fails to conduct an assessment in accordance with clause 14.5(c)(ii), the employee will be deemed for the purpose of Levels 2, 3 and 4 of the classification structure in clause 14.1 to have the equivalent to proficient accreditation.
  - (iv) The assessment must be conducted in consultation with the employee.
  - (v) The employer and employee may agree to an identified expert assessor to conduct the assessment.



- (vi) If an employee is assessed as not meeting the APST applicable to a proficient teacher and this is disputed by the employee, the employer shall seek to resolve the dispute with the employee in accordance with the dispute resolution procedure in accordance with clause 31 of this award. This shall include, if necessary, reference of the dispute to the Fair Work Commission by the employer pursuant to clause 31.4.

**14.6 Equivalency to Highly Accomplished/Lead Teacher accreditation**

- (a) For the purpose of Level 5 of the classification structure in clause 14.1, an employee will have the equivalent to Highly Accomplished/Lead Teacher accreditation if:
  - (i) the employee works in a State or Territory where there is no capacity for the employee to obtain such accreditation; and
  - (ii) the employee meets the APST applicable to a Highly Accomplished/Lead Teacher.
- (b) For the purpose of clause 14.6(a)(ii), an employee will meet the APST applicable to a Highly Accomplished/Lead Teacher if the employer is assessed by the employer as doing so.
- (c) The following provisions apply to the assessment of an employee under clause 14.6(b):
  - (i) An assessment must be conducted by the employer if the employee requests such an assessment at any time after the completion of the first year of teaching service at Level 4, provided that no more than one such request may be made in any calendar year.
  - (ii) An assessment must be conducted by the employer when the employee has completed 3 years' satisfactory teaching service at Level 4, even if the employee has not requested such an assessment.
  - (iii) If the employer fails to conduct an assessment in accordance with clause 14.6(c)(ii), the employee will be deemed for the purpose of Level 5 of the classification structure in clause 14.1 to have the equivalent to Highly Accomplished/Lead Teacher accreditation.
  - (iv) The assessment must be conducted in consultation with the employee.
  - (v) The employer and employee may agree to an identified expert assessor to conduct the assessment.

- (vi) If an employee is assessed as not meeting the APST applicable to a Highly Accomplished/Lead Teacher and this is disputed by the employee, the employer shall seek to resolve the dispute with the employee in accordance with the dispute resolution procedure in accordance with clause 31 of this award. This shall include, if necessary, reference of the dispute to the Fair Work Commission by the employer pursuant to clause 31.4.
- (d) If the employer considers that a Level 5 employee to whom clause 14.6(a)(i) applies is no longer meeting the APST, the employer may conduct a re-assessment of the employee in accordance with the requirement in clauses 14.6(c)(iv) to (vi) once upon every 5-year anniversary of the employee's progression to Level 5. If the employer does not conduct such a re-assessment, the employee will be deemed for the purpose of clause 14.1 to have equivalency to Highly Accomplished/Lead Teacher accreditation for the following 5 years.

#### **14.7 Returning to teaching**

- (a) A teacher with at least 2 years' teaching service who was previously registered/accredited as proficient or who was not required to be registered/accredited as proficient who:
  - (i) is returning to teaching following a break of teaching service, where they have not obtained or maintained proficient status; or
  - (ii) otherwise does not hold proficient 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 service at a proficient level. All service, in excess of two years, will count as service at a proficient level where that service has followed the attainment of a recognised teaching qualification.
- (b) 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.

- (c) If a teacher to whom this clause 14.7 applies is employed in a State or Territory that has not yet introduced a requirement for teachers (or a subset of teachers) to be accredited as proficient/ fully registered, then clause 14.5 applies.

#### **14.8 Support for new teachers**

- (a) It is the responsibility of the individual Level 1 teacher to achieve accreditation or registration at the level of proficient teacher within the required timeframes. The employer will support the Level 1 teacher to obtain accreditation or registration at the proficient teacher standard, which will include reasonable release from ordinary duties for the Level 1 teacher where operationally practicable.
- (b) If a Level 1 teacher has concerns regarding the support being provided by the employer, they should discuss the matter with the employer. If the matter remains unresolved, the matter may be dealt with in accordance with clause 31—Dispute resolution.

#### **14.9 Duties of an employee**

The duties of a teacher may, include, in addition to teaching, activities associated with administration, review, development and delivery of educational programs and co-curricular activities.

### **Part 3—Hours of Work**

#### **15. Ordinary hours of work**

- 15.1** Clause 15 of the award provides for industry specific detail and supplements the [NES](#) that deals with maximum weekly hours.
- 15.2** Clause 15 does not apply to teachers, including a teacher appointed as a Director, employed in an early childhood service which operates for 48 or more weeks per year who are covered by the provisions of Schedule A—Hours of Work and Related Matters—Teachers employed in early childhood services operating for at least 48 weeks per year.
- 15.3** Notwithstanding the [NES](#), and due to the operational requirements of employers in the industry, the ordinary hours of an employee under this award may be averaged over a 12 month period.

- 15.4** The ordinary hours of work for an employee during term weeks are variable. In return, an employee is not generally required to attend for periods of time when the students are not present, subject to the needs of the employer with regard to professional development, student free days and other activities requiring the employee's attendance.
- 15.5** The maximum number of days that the employee will be required to attend during term weeks and non-term weeks is 205 in each school year.
- 15.6** The following circumstances are not included when calculating the 205 employee attendance days:
- (a) co-curricular activities that are conducted on a weekend;
  - (b) school related overseas and interstate trips, conferences and similar activities undertaken by mutual consent during non-term weeks;
  - (c) when the employee appointed to a leadership position is performing duties in non-term weeks that are directly associated with the leadership position;
  - (d) when the employee has boarding house responsibilities and the employee is performing those duties during term weeks and non-term weeks; and
  - (e) exceptional circumstances, such as the requirement to provide pastoral care to students in the event of a tragedy in the school community, in which an employee may be recalled to perform duties relating to their position.
- 15.7** The provision of clause 15.5 does not apply to employers that adhere to the calendar and school year of a foreign country.
- 15.8** The employer will provide written notice of the term weeks and days in non-term times on which the employees are required to attend, 6 months in advance of the requirement to attend.
- 15.9** The annual salary and any applicable allowances payable under this award are paid in full satisfaction of an employee's entitlements for the school year or a proportion of the school year. The employee's absence from school during non-term weeks is deemed to include their entitlement to annual leave.

## **15A. Employee right to disconnect**

[15A inserted by [PR778050](#) from 26Aug24]

- 15A.1** Clause 15A provides for the exercise of an employee's right to disconnect under section 333M of the [Act](#).

NOTE:

- (a) Section 333M provides that, unless it is unreasonable to do so, an employee may refuse to monitor, read or respond to contact, or attempted contact, from:
  - (1) their employer outside of the employee’s working hours,
  - (2) a third party if the contact or attempted contact relates to, their work and is outside of the employee's working hours.
- (b) Section 333M(3) lists matters that must be taken into account in determining whether an employee’s refusal is unreasonable.
- (c) Section 333M(5) provides that an employee’s refusal will be unreasonable if the contact or attempted contact is required under a law of the Commonwealth, a State or a Territory.
- (d) Section 333N provides for the resolution of disputes about whether an employee’s refusal is unreasonable and about the operation of section 333M.
- (e) The general protections in Part 3–1 of the [Act](#) prohibit an employer taking adverse action against an employee because of the employee’s right to disconnect under section 333M of the [Act](#).

**15A.2** Clause 15A applies from the following dates:

- (a) 26 August 2024—for employers that are not small business employers on this date and their employees.
- (b) 26 August 2025—for employers that are small business employers on 26 August 2024 and their employees.

**15A.3** An employer must not directly or indirectly prevent an employee from exercising their right to disconnect under the [Act](#).

**16. Breaks**

**16.1 Unpaid meal break**

- (a) An employer is required to provide an unpaid meal break of not less than 30 consecutive minutes to an employee who is engaged or rostered to work for more than 5 hours on a day. Such meal break will start no later than 5 hours after the employee commenced work on that day.

- (b) Clause 16.1(a) does not apply to teachers employed in early childhood services operating for at least 48 weeks per year who are covered by the provisions of Schedule A—Hours of Work and Related Matters—Teachers employed in early childhood services operating for at least 48 weeks per year.

## 16.2 Paid meal break

If a teacher employed in an early childhood service is required to remain on the premises during the meal break they will be entitled to a paid meal break of between 20 and 30 minutes no later than 5 hours after commencing work.

## Part 4—Wages and Allowances

### 17. Minimum rates

[Varied by [PR723627](#), [PR729336](#), [PR735270](#), [PR740761](#), [PR762186](#), [PR773964](#)]

NOTE: A transitional pay equity order taken to have been made pursuant to item 30A of Schedule 3A to the *Fair Work (Transitional Provisions and Consequential Amendments) Act 2009* (Cth) has effect in accordance with that item. A relevant transitional pay equity order operates in Queensland as provided for in item 30A (6) and (7).

[17.1 varied by [PR729336](#), [PR735270](#), [PR740761](#), [PR762186](#), [PR773964](#) ppc 01Jul24]

- 17.1 The minimum wage payable to a full-time employee will be determined in accordance with the provisions of clause 14—Classifications, and the following table.

Classification	Criteria	Minimum weekly rate - preschools and schools (full time employee)	Minimum annual salary - preschools and schools (full time employee)	Minimum weekly rate - long day care centres (full time employee)	Minimum annual rate - long day care centres (full time employee)
		\$	\$	\$	\$
Level 1	Graduate teacher and all other teachers (as defined) including those holding provisional or conditional	1342.40	70,045	1396.10	72,847

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<b>Classification</b>	<b>Criteria</b>	<b>Minimum weekly rate - preschools and schools (full time employee)</b>	<b>Minimum annual salary - preschools and schools (full time employee)</b>	<b>Minimum weekly rate - long day care centres (full time employee)</b>	<b>Minimum annual rate - long day care centres (full time employee)</b>
		\$	\$	\$	\$
	accreditation/registration				
Level 2	Teacher with proficient accreditation/registration or equivalent	1467.20	76,560	1525.90	79,622
Level 3	Teacher with proficient accreditation/registration or equivalent after 3 years' satisfactory teaching service at Level 2	1597.30	83,347	1661.20	86,681
Level 4	Teacher with proficient accreditation/registration or equivalent after 3 years' satisfactory teaching service at Level 3	1727.40	90,134	1796.50	93,739
Level 5	Teacher with Highly Accomplished/Lead Teacher accreditation /registration or equivalent	1857.40	96,919	1931.70	100,796

NOTE: See Schedule B—Summary of Rates of Pay for a summary of hourly rates of pay, including overtime and penalty rates.

[17.2 substituted by [PR735270](#) ppc 01Jan22]

**17.2** The rates for long day care centres in clause 17.1 apply to a full-time employee who works in a children’s or early childhood service which usually provides services over a period of at least 8 hours each day for 48 weeks or more (such as a long day care centre). This rate is an additional **4%** on the rates set out in clause 17.1 for preschools and schools on the basis that the employee is not covered by the provisions of clause 15—Ordinary hours of work.

**17.3** The weekly rate of pay for an employee will be determined by dividing the annual rate by 52.18 and the fortnightly rate by dividing the annual rate by 26.09.

**17.4 Part-time employee rates**

A part-time employee will be paid pro rata, at the same rate as a full-time employee in the same classification, in accordance with the provisions of clause 11—Part-time employees.

**17.5 Casual employee rates**

(a) The minimum rate payable to a casual employee will be:

[17.5(a)(i) varied by [PR735270](#) ppc 01Jan22]

- (i) where the employee is engaged for less than 5 consecutive days—no higher than the rate at Level 3 in clause 17.1; or
- (ii) where the employee is engaged for 5 or more consecutive days—the appropriate minimum rate for the classification as specified in clause 14—Classifications.

[17.5(b) varied by [PR723627](#) ppc 01Nov20]

(b) The minimum rate for a casual employee will be calculated in accordance with the following table:

<b>Full day</b>	Weekly rate calculated in accordance with clause 17.3 divided by 5 plus <b>25%</b>
<b>Half day</b>	Weekly rate calculated in accordance with clause 17.3 divided by 10 plus <b>25%</b>



**(c) Minimum payments**

[17.5(c) substituted by [PR723627](#) ppc 01Nov20]

- (i)** Where a day is the usual required attendance time for an employee at a particular school and a half day is half the usual required attendance time; a casual employee in a school will be paid for a minimum of half a day.
- (ii)** A casual employee in a children's service or early childhood education service will be paid for a minimum of:
  - where they are required to work for up to 2 hours, 2 hours;
  - where they are required to work for more than 2 hours and up to 4 hours, 4 hours; and
  - where they are required to work for more than 4 hours and up to a full day, the full day rate, based on their appropriate hourly rate.

NOTE 1: The relevant full day rate is shown at Table B.1.1 and the relevant 2 hour and 4 hour rates are shown at Tables B.1.3 and B.1.4.

NOTE 2: The appropriate hourly rate is calculated by dividing the relevant full day rate by 7.6.

**18. Payment of wages**

NOTE: Regulations 3.33(3) and 3.46(1)(g) of *Fair Work Regulations 2009* set out the requirements for pay records and the content of payslips including the requirement to separately identify any allowance paid.

**18.1 All monies payable will be paid:**

- (a)** once each fortnight with the payment, excepting teachers being employed pursuant to Schedule A—Hours of Work and Related Matters—Teachers employed in early childhood services operating for at least 48 weeks per year being made no later than the last working day of each fortnight;
- (b)** once every 4 weeks at the end of the first fortnight which includes payment for 2 weeks in arrears and 2 weeks in advance; or
- (c)** once every month with the payment being made as nearly as possible on the middle of each month which includes one half month in arrears and one half month in advance.

**18.2** An employer may elect to pay wages and allowances by cash, cheque or direct transfer. Where monies are paid by direct transfer, the employee has the right to nominate the financial institution and the account.

**18.3 Payment on termination of employment**

- (a) The employer must pay an employee no later than 7 days after the day on which the employee's employment terminates:
- (i) the employee's wages under this award for any complete or incomplete pay period up to the end of the day of termination; and
  - (ii) all other amounts that are due to the employee under this award and the [NES](#).
- (b) The requirement to pay wages and other amounts under clause 18.3(a) is subject to further order of the Commission and the employer making deductions authorised by this award or the [Act](#).

NOTE 1: Section 117(2) of the [Act](#) provides that an employer must not terminate an employee's employment unless the employer has given the employee the required minimum period of notice or "has paid" to the employee payment instead of giving notice.

NOTE 2: Clause 18.3(b) allows the Commission to make an order delaying the requirement to make a payment under clause 18.3. For example, the Commission could make an order delaying the requirement to pay redundancy pay if an employer makes an application under section 120 of the [Act](#) for the Commission to reduce the amount of redundancy pay an employee is entitled to under the [NES](#).

NOTE 3: State and Territory long service leave laws or long service leave entitlements under section 113 of the [Act](#), may require an employer to pay an employee for accrued long service leave on the day on which the employee's employment terminates or shortly after.

**19. Allowances**

[Varied by [PR729336](#), [PR735270](#), [PR740761](#), [PR740927](#), [PR762186](#), [PR762353](#), [PR773964](#), [PR774134](#)]

NOTE: Regulations 3.33(3) and 3.46(1)(g) of *Fair Work Regulations 2009* set out the requirements for pay records and the content of payslips including the requirement to separately identify any allowance paid.

**19.1** Employers must pay to an employee the allowances the employee is entitled to under clause 19.

NOTE: See Schedule C—Summary of Monetary Allowances for a summary of monetary allowances and method of adjustment.

**19.2 Wage-related allowances—director’s allowance**

- (a) Clause 19.2 applies only to an early childhood/preschool teacher who is appointed as a Director.

[19.2(b) varied by [PR729336](#), [PR735270](#), [PR740761](#), [PR762186](#), [PR773964](#) ppc 01Jul24]

- (b) A full-time employee who is appointed as a Director will be paid, in addition to the amounts payable under clause 17—Minimum rates, the following allowance which is based on a percentage of the [standard rate](#), and calculated on the basis of the number of places in the centre for which they are responsible:

Level	Number of places	\$ per annum
1	Up to 39 places	8055.18
2	40–59 places	9981.41
3	60 or more places	12,117.79

- (c) A part-time employee who is appointed as a Director will be paid, in addition to the amounts payable under clause 17—Minimum rates, an allowance in accordance with the table in clause 19.2(b), on a proportionate basis to the hours they work.
- (d) An employee required by the employer to act as a Director for at least 10 consecutive working days will be paid at the rate applicable to that position for the time they are in the position.

**19.3 Wage-related allowances—leadership allowance**

**(a) Eligibility**

- (i) Clause 19.3 applies only to a teacher in a school.
- (ii) A leadership allowance will be paid to an employee where the employer requires the performance of administrative, pastoral care and/or educational leadership duties additional to those usually required of teachers by the employer.
- (iii) An allowance is linked to a position of leadership rather than tied to an individual employee.

- (iv) The principal of the school determines who holds a position that is eligible for a leadership allowance.

**(b) Notification**

- (i) The principal will provide written advice to an employee in receipt of an allowance of the position, its tenure, the duties required and the allowance to be paid.
- (ii) The principal will advise the employee of the level to which the position equates.

**(c) Structure of leadership allowances**

Leadership allowances will be determined by student numbers and the level of responsibility undertaken, as follows:

**(i) School size**

<b>Category</b>	<b>School size</b>
Category A	School with more than 600 students
Category B	School with between 300–600 students
Category C	School with between 100–299 students

**(ii) Level of responsibility**

The level of additional responsibility can be categorised as either administrative, pastoral care or educational leadership, or a combination of these, as follows:

Level 1	Positions of leadership such as responsibility for the management of a major department or a pastoral care or educational leadership position of equivalent status.
Levels 2 and 3	Positions of leadership such as small learning area department heads, additional responsibilities such as co-ordination of a school publication, sports co-ordinator or similar responsibilities.

A school will apply these allowances to positions of responsibility which are appropriate to its structure.

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- (d) The assignment of a position to a particular level in clause 19.3 will reflect the graduation of responsibilities exercised in each school, whether, administrative, pastoral care or educational leadership, with Level 1 being the most significant level of responsibility.
- (e) Positions of leadership will be available in both primary and secondary schools.
- (f) A school with less than 100 students will determine positions of responsibility and allowances which are appropriate to its structure.
- (g) **Amount**

[19.3(g)(i) varied by [PR729336](#), [PR735270](#), [PR740761](#), [PR762186](#), [PR773964](#) ppc 01Jul24]

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

Category	\$ per annum		
	A	B	C
Level 1	5603.60	4903.15	4412.84
Level 2	3852.48	3327.14	2801.80
Level 3	1926.24	1646.06	1120.72

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

### 19.4 Wage-related allowances—educational leader

[New 19.4 inserted by [PR735270](#) ppc 01Jan22]

- (a) Clause 19.4 applies only to a teacher in the children’s services and early childhood education industry.
- (b) The allowance is based on a percentage of the standard rate.

[19.4(c) varied by [PR740761](#), [PR762186](#), [PR773964](#) ppc 01Jul24]

- (c) An educational leader’s allowance of **\$4412.84** per annum will be paid to an employee who is required to discharge the responsibilities of the educational leader under Regulation 118 of the National Regulations.

- (d) The educational leader’s allowance is payable in addition to any director’s allowance payable under Clause 19.2.
- (e) Where an employee is required to act as educational leader for less than 5 days per week, the annual allowance prescribed by clause 19.4(c) will be payable on a pro rata basis calculated by reference to the number of days per week the employee is required to act as educational leader.

### 19.5 Expense-related allowances—vehicle allowance

[19.4 renumbered as 19.5 by [PR735270](#) ppc 01Jan22]

[19.5(a) varied by [PR740927](#), [PR762353](#), [PR774134](#) ppc 01Jul24]

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

Vehicle	\$ per kilometer (km)
Motor car	0.99 per km with a maximum payment up to 400 km per week
Motorcycle	0.33 per km with a maximum payment up to 400 km per week

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

## 20. Superannuation

[Varied by [PR771353](#)]

### 20.1 Superannuation legislation

[20.1 substituted by [PR771353](#) ppc 09Apr24]

- (a) The [NES](#) and Superannuation legislation, including the *Superannuation Guarantee (Administration) Act 1992* (Cth), the *Superannuation Guarantee Charge Act 1992* (Cth), the *Superannuation Industry (Supervision) Act 1993* (Cth) and the *Superannuation (Resolution of Complaints) Act 1993* (Cth), deal with the superannuation rights and obligations of employers and employees.
- (b) The rights and obligations in clause 20 supplement those in superannuation legislation and the [NES](#).

NOTE: Under superannuation legislation:

- (a) Individual employees generally have the opportunity to choose their own superannuation fund.

- (b) If a new employee does not choose a superannuation fund, the employer must ask the Australian Taxation Office (ATO) whether the employee is an existing member of a stapled superannuation fund and, if stapled fund details are provided by the ATO, make contributions to the stapled fund.
- (c) If an employee does not choose a superannuation fund and does not have a stapled fund, the choice of superannuation fund requirements will be satisfied by contributions made to a superannuation fund nominated in the award covering the employee, provided the fund is able to accept contributions for the benefit of the employee.
- (d) A fund may not be able to accept contributions for the benefit of an employee if the employee would be a new member of the fund's MySuper product and the MySuper product is closed to new members because it has failed the performance tests of Australian Prudential Regulation Authority (APRA) for 2 consecutive years.

## **20.2 Employer contributions**

An employer must make such superannuation contributions to a superannuation fund for the benefit of an employee as will avoid the employer being required to pay the superannuation guarantee charge under superannuation legislation with respect to that employee.

## **20.3 Voluntary employee contributions**

- (a) Subject to the governing rules of the relevant superannuation fund, an employee may, in writing, authorise their employer to pay on behalf of the employee a specified amount from the post-taxation wages of the employee into the same superannuation fund as the employer makes the superannuation contributions provided for in clause 20.2.
- (b) An employee may adjust the amount the employee has authorised their employer to pay from the wages of the employee from the first of the month following the giving of three months' written notice to their employer.
- (c) The employer must pay the amount authorised under clauses 20.3(a) and 20.3(b) no later than 28 days after the end of the month in which the deduction authorised under clauses 20.3(a) or 20.3(b) was made.

## 20.4 Superannuation fund

[20.4 varied by [PR771353](#) ppc 09Apr24]

Unless, to comply with superannuation legislation, the employer is required to make the superannuation contributions provided for in clause 20.2 to another superannuation fund, the employer must make the superannuation contributions provided for in clause 20.2 and pay any amount authorised under clauses 20.3(a) and 20.3(b) to one of the following superannuation funds or its successor, provided that, in respect of new employees, the fund is able to accept new beneficiaries:

- (a) NGS Super;
- (b) Australian Catholic Superannuation and Retirement Fund (ACSRF);
- (c) Catholic Super (CSF);
- (d) Combined Fund;
- (e) The Victorian Independent Schools Superannuation Fund;
- (f) HESTA Super Fund;
- (g) CareSuper;
- (h) AustralianSuper;
- (i) Tasplan;
- (j) Sunsuper;
- (k) Queensland Independent Education and Care Superannuation Trust;
- (l) AMP Superannuation Savings Trust;
- (m) Concept One the Industry Superannuation Plan;
- (n) Lutheran Super;
- (o) Christian Super;
- (p) any superannuation fund to which the employer was making superannuation contributions for the benefit of its employees before 12 September 2008, provided the superannuation fund is an eligible choice fund and is a fund that offers a MySuper product or is an exempt public sector superannuation scheme; or
- (q) a superannuation fund or scheme of which the employee is a defined benefit member.



## Part 5—Leave and Public Holidays

### 21. Annual leave

21.1 Annual leave is provided for in the [NES](#). Clause 21 of the award provides industry specific details and supplements the [NES](#) which deals with annual leave.

NOTE: Where an employee is receiving over-award payments such that the employee's base rate of pay is higher than the rate specified under this award, the employee is entitled to receive the higher rate while on a period of paid annual leave (see sections 16 and 90 of the [Act](#)).

21.2 An employee in a school, preschool or kindergarten must take annual leave during non-term weeks. Leave must generally be taken, in the case of an employee whose employment with the employer is continuing into the next school or preschool year, in the 4-week period immediately following the final term week of the current school or preschool year, unless otherwise agreed with the employer.

21.3 An employee may only take annual leave re-credited in accordance with the [NES](#) during non-term weeks as directed by the employer.

### 22. Pro rata payment of salary inclusive of annual leave

22.1 Clause 22 of the award provides industry specific detail and incorporates the [NES](#) entitlement with respect to annual leave.

22.2 Clause 22 does not apply to teachers employed in early childhood services operating for at least 48 weeks per year covered by Schedule A—Hours of Work and Related Matters—Teachers employed in early childhood services operating for at least 48 weeks per year.

22.3 For the purpose of clause 22:

(a) **school or preschool service date** means the date from which employees are paid at the commencement of the school/preschool year in their first year of service with the employer; and

(b) **employee** means an employee other than a casual employee.

22.4 The provisions of clause 22 will apply:

(a) in the calculation of payment of pro rata salary where an employee's employment ceases; or

(b) in the calculation of payment of pro rata salary if:

(i) an employee commenced employment after the school or preschool service date; or

- (ii) an employee has taken leave without pay of more than 2 term weeks since the school or preschool service date; or
- (iii) the hours which an employee has worked at school or preschool have varied since the school or preschool service date.

## 22.5 Calculation of payments

The calculation is as follows:

$$P = \frac{S \times C}{B} - D$$

P is the payment due

S is the total salary paid in respect of term weeks, or part thereof, since the school or preschool service date or the date of employment in circumstances where the employee has been employed by the employer since the school or preschool service date

B is the number of term weeks, or part thereof in the school or preschool year

C is the number of non-term weeks, or part thereof, in the school or preschool year

D is the salary paid in respect of non-term weeks, or part thereof, that have occurred since the school or preschool service date or date of employment in circumstances where the employee has been employed by the employer since the school or preschool service date

**22.6** The formula in clause 22.5 is intended to be used to calculate the pro rata salary inclusive of annual leave owing to an employee in respect of the school/preschool year in which the formula is applied.

## 22.7 Employees who commence employment after the commencement of the school or preschool year

An employee who commences employment after the usual date of commencement at a school or preschool in any school/preschool year, will be paid from the date the employee commences provided that at the end of the last school/preschool term or

final semester in that year, the employee must be paid an amount calculated pursuant to clause 22.5 and will receive no salary or other payment other than payment under clause 22.7 until:

- (a) the school or preschool service date or the resumption of Term 1; or
- (b) first semester in the following school/preschool year.

## **22.8 Employees who take approved leave without pay**

Where an employee takes leave without pay with the approval of the employer for a period which (in total) exceeds more than 2 term weeks in any year, the employee will be paid a salary calculated in accordance with clause 22.8 as follows:

- (a) if the leave without pay commences and concludes in the same school/preschool year, the payment will be calculated and made at the conclusion of the last school/preschool term or final semester in that year;
- (b) if the leave without pay is to conclude in a school/preschool year following the school/preschool year in which the leave commenced:
  - (i) at the commencement of the leave, a payment will be calculated and made in respect of the school/preschool year in which the leave commences; and
  - (ii) at the end of the last school/preschool term or final semester in that year in which the leave concludes, a payment will be calculated and made in respect of that school/preschool year.
- (c) If the employee returns early from leave any payment under clause 22.8(b)(i) will be taken into account in calculating the amount owed to the employee at the end of the last school/preschool term or final semester in that year.

## **23. Annual leave loading**

**23.1** Clause 23 of the award provides for industry specific detail and supplements the [NES](#) which deals with annual leave.

**23.2** An employee who has served throughout the school year is entitled to a leave loading of **17.5%** on 4 weeks' annual leave. The loading will normally be paid:

- (a) at the time that the employee is paid annual leave or pro rata annual leave; or
- (b) on the termination of employment by either party.

**23.3** Leave loading is to be calculated using the following formula:

[Weekly rate x 4 x **17.5%**] x term weeks worked by the employee in that school year

Total term weeks in that school year

For example, in the case of an employee with a weekly salary of **\$1000** on termination of employment (or at the end of the final term week in the school year) who was employed at the school for 20 of the 38 term weeks in that school year, the calculation will be as follows:

$$\mathbf{\$1000 \times 4 \times 17.5\% = \$700}$$

$$\mathbf{\$700 \times 20/38 = \$368.42}$$

- 23.4** Clause 23.3 does not apply to teachers covered by Schedule A—Hours of Work and Related Matters—Teachers employed in early childhood services operating for at least 48 weeks per year.
- 23.5** Despite clauses 23.2 and 23.3, an employer may pay annual leave loading to the employee with each wage payment throughout the school year by increasing the annual rate of pay as at the commencement of the school year, or as subsequently varied, by **1.342%**.
- 23.6** An employer that elects to pay leave loading with each wage payment throughout the school year will advise the employee in their letter of appointment.

## **24. Personal/carer's leave and compassionate leave**

Personal/carer's leave and compassionate leave are provided for in the [NES](#).

## **25. Parental leave and related entitlements**

[25 varied by [PR763282](#) ppc 01Aug23]

Parental leave and related entitlements are provided for in the [NES](#).

NOTE: Disputes about requests for extensions to unpaid parental leave may be dealt with under clause 31—Dispute resolution and/or under section 76B of the [Act](#).

## **26. Community service leave**

Community service leave is provided for in the [NES](#).

## **27. Family and domestic violence leave**

[27—Unpaid family and domestic violence leave renamed and substituted by [PR750461](#) ppc 15Mar23]

Family and domestic violence leave is provided for in the [NES](#).

NOTE 1: Information provided to employers concerning an employee's experience of family and domestic violence is sensitive and if mishandled can have adverse consequences for the employee. Employers are subject to confidentiality requirements regarding the handling of

this information under section 106C of the [Act](#) and requirements as to what can be reported on payslips pursuant to regulations 3.47 and 3.48 of the *Fair Work Regulations 2009*.

NOTE 2: Depending upon the circumstances, evidence that would satisfy a reasonable person of the employee's need to take family and domestic violence leave may include a document issued by the police service, a court or family violence support service, or a statutory declaration.

## 28. Public holidays

[Varied by [PR747393](#)]

**28.1** Public holiday entitlements are provided for in the [NES](#).

### 28.2 Substitution of public holidays

- (a) An employer and employee may agree to substitute another day for a day that would otherwise be a public holiday under the [NES](#).
- (b) An employer and employee may agree to substitute another part-day for a part-day that would otherwise be a part-day public holiday under the [NES](#).

[28.3 deleted by [PR747393](#) ppc 14Nov22]

## Part 6—Workplace Delegates, Consultation and Dispute Resolution

[Part 6—Consultation and Dispute Resolution renamed by [PR774797](#) from 01Jul24]

### 28A. Workplace delegates' rights

[28A inserted by [PR774797](#) from 01Jul24]

**28A.1** Clause 28A provides for the exercise of the rights of workplace delegates set out in section 350C of the [Act](#).

NOTE: Under section 350C(4) of the [Act](#), the employer is taken to have afforded a workplace delegate the rights mentioned in section 350C(3) if the employer has complied with clause 28A.

**28A.2** In clause 28A:

- (a) **employer** means the employer of the workplace delegate;
- (b) **delegate's organisation** means the employee organisation in accordance with the rules of which the workplace delegate was appointed or elected; and

- (c) **eligible employees** means members and persons eligible to be members of the delegate's organisation who are employed by the employer in the enterprise.

**28A.3** Before exercising entitlements under clause 28A, a workplace delegate must give the employer written notice of their appointment or election as a workplace delegate. If requested, the workplace delegate must provide the employer with evidence that would satisfy a reasonable person of their appointment or election.

**28A.4** An employee who ceases to be a workplace delegate must give written notice to the employer within 14 days.

**28A.5 Right of representation**

A workplace delegate may represent the industrial interests of eligible employees who wish to be represented by the workplace delegate in matters including:

- (a) consultation about major workplace change;
- (b) consultation about changes to rosters or hours of work;
- (c) resolution of disputes;
- (d) disciplinary processes;
- (e) enterprise bargaining where the workplace delegate has been appointed as a bargaining representative under section 176 of the [Act](#) or is assisting the delegate's organisation with enterprise bargaining; and
- (f) any process or procedure within an award, enterprise agreement or policy of the employer under which eligible employees are entitled to be represented and which concerns their industrial interests.

**28A.6 Entitlement to reasonable communication**

- (a) A workplace delegate may communicate with eligible employees for the purpose of representing their industrial interests under clause 28A.5. This includes discussing membership of the delegate's organisation and representation with eligible employees.
- (b) A workplace delegate may communicate with eligible employees during working hours or work breaks, or before or after work.

**28A.7 Entitlement to reasonable access to the workplace and workplace facilities**

- (a) The employer must provide a workplace delegate with access to or use of the following workplace facilities:

- (i) a room or area to hold discussions that is fit for purpose, private and accessible by the workplace delegate and eligible employees;
  - (ii) a physical or electronic noticeboard;
  - (iii) electronic means of communication ordinarily used in the workplace by the employer to communicate with eligible employees and by eligible employees to communicate with each other, including access to Wi-Fi;
  - (iv) a lockable filing cabinet or other secure document storage area; and
  - (v) office facilities and equipment including printers, scanners and photocopiers.
- (b) The employer is not required to provide access to or use of a workplace facility under clause 28A.7(a) if:
- (vi) the workplace does not have the facility;
  - (vii) due to operational requirements, it is impractical to provide access to or use of the facility at the time or in the manner it is sought; or
  - (viii) the employer does not have access to the facility at the enterprise and is unable to obtain access after taking reasonable steps.

**28A.8 Entitlement to reasonable access to training**

Unless the employer is a small business employer, the employer must provide a workplace delegate with access to up to 5 days of paid time during normal working hours for initial training and at least one day each subsequent year, to attend training related to representation of the industrial interests of eligible employees, subject to the following conditions:

- (a) In each year commencing 1 July, the employer is not required to provide access to paid time for training to more than one workplace delegate per 50 eligible employees.
- (b) The number of eligible employees will be determined on the day a delegate requests paid time to attend training, as the number of eligible employees who are:
  - (i) full-time or part-time employees; or
  - (ii) regular casual employees.
- (c) Payment for a day of paid time during normal working hours is payment of the amount the workplace delegate would have been paid for the hours the

workplace delegate would have been rostered or required to work on that day if the delegate had not been absent from work to attend the training.

- (d) The workplace delegate must give the employer not less than 5 weeks' notice (unless the employer and delegate agree to a shorter period of notice) of the dates, subject matter, the daily start and finish times of the training, and the name of the training provider.
- (e) If requested by the employer, the workplace delegate must provide the employer with an outline of the training content.
- (f) The employer must advise the workplace delegate not less than 2 weeks from the day on which the training is scheduled to commence, whether the workplace delegate's access to paid time during normal working hours to attend the training has been approved. Such approval must not be unreasonably withheld.
- (g) The workplace delegate must, within 7 days after the day on which the training ends, provide the employer with evidence that would satisfy a reasonable person of their attendance at the training.

#### **28A.9 Exercise of entitlements under clause 28A**

- (a) A workplace delegate's entitlements under clause 28A are subject to the conditions that the workplace delegate must, when exercising those entitlements:
  - (i) comply with their duties and obligations as an employee;
  - (ii) comply with the reasonable policies and procedures of the employer, including reasonable codes of conduct and requirements in relation to occupational health and safety and acceptable use of ICT resources;
  - (iii) not hinder, obstruct or prevent the normal performance of work; and
  - (iv) not hinder, obstruct or prevent eligible employees exercising their rights to freedom of association.
- (b) Clause 28A does not require the employer to provide a workplace delegate with access to electronic means of communication in a way that provides individual contact details for eligible employees.
- (c) Clause 28A does not require an eligible employee to be represented by a workplace delegate without the employee's agreement.

NOTE: Under section 350A of the [Act](#), the employer must not:



- (a) unreasonably fail or refuse to deal with a workplace delegate; or
- (b) knowingly or recklessly make a false or misleading representation to a workplace delegate; or
- (c) unreasonably hinder, obstruct or prevent the exercise of the rights of a workplace delegate under the [Act](#) or clause 28A.

## **29. Consultation about major workplace change**

**29.1** If an employer makes a definite decision to make major changes in production, program, organisation, structure or technology that are likely to have significant effects on employees, the employer must:

- (a) give notice of the changes to all employees who may be affected by them and their representatives (if any); and
- (b) discuss with affected employees and their representatives (if any):
  - (i) the introduction of the changes; and
  - (ii) their likely effect on employees; and
  - (iii) measures to avoid or reduce the adverse effects of the changes on employees; and
- (c) commence discussions as soon as practicable after a definite decision has been made.

**29.2** For the purposes of the discussion under clause 29.1(b), the employer must give in writing to the affected employees and their representatives (if any) all relevant information about the changes including:

- (a) their nature; and
- (b) their expected effect on employees; and
- (c) any other matters likely to affect employees.

**29.3** Clause 29.2 does not require an employer to disclose any confidential information if its disclosure would be contrary to the employer's interests.

**29.4** The employer must promptly consider any matters raised by the employees or their representatives about the changes in the course of the discussion under clause 29.1(b).

**29.5** In clause 29 **significant effects**, on employees, includes any of the following:

- (a) termination of employment; or

- (b) major changes in the composition, operation or size of the employer's workforce or in the skills required; or
- (c) loss of, or reduction in, job or promotion opportunities; or
- (d) loss of, or reduction in, job tenure; or
- (e) alteration of hours of work; or
- (f) the need for employees to be retrained or transferred to other work or locations; or
- (g) job restructuring.

**29.6** Where this award makes provision for alteration of any of the matters defined at clause 29.5, such alteration is taken not to have significant effect.

### **30. Consultation about changes to rosters or hours of work**

**30.1** Clause 30 applies if an employer proposes to change the regular roster or ordinary hours of work of an employee, other than an employee whose working hours are irregular, sporadic or unpredictable.

**30.2** The employer must consult with any employees affected by the proposed change and their representatives (if any).

**30.3** For the purpose of the consultation, the employer must:

- (a) provide to the employees and representatives mentioned in clause 30.2 information about the proposed change (for example, information about the nature of the change and when it is to begin); and
- (b) invite the employees to give their views about the impact of the proposed change on them (including any impact on their family or caring responsibilities) and also invite their representative (if any) to give their views about that impact.

**30.4** The employer must consider any views given under clause 30.3(b).

**30.5** Clause 30 is to be read in conjunction with any other provisions of this award concerning the scheduling of work or the giving of notice.

### **31. Dispute resolution**

[Varied by [PR735270](#), [PR763282](#), [PR778050](#)]

**31.1** Clause 31 sets out the procedures to be followed if a dispute arises about a matter under this award or in relation to the [NES](#).

- 31.2** The parties to the dispute must first try to resolve the dispute at the workplace through discussion between the employee or employees concerned and the relevant supervisor.
- 31.3** If the dispute is not resolved through discussion as mentioned in clause 31.2, the parties to the dispute must then try to resolve it in a timely manner at the workplace through discussion between the employee or employees concerned and more senior levels of management, as appropriate.
- 31.4** If the dispute is unable to be resolved at the workplace and all appropriate steps have been taken under clauses 31.2 and 31.3, a party to the dispute may refer it to the Fair Work Commission.

[31.5 varied by [PR735270](#) ppc 01Jan22]

- 31.5** The parties may agree on the process to be followed by the Fair Work Commission in dealing with the dispute, including mediation, conciliation and consent arbitration. In respect of a dispute notified pursuant to clauses 14.3, 14.8 or 14.9 the parties can agree that it be referred to an independent person with expertise in assessing the requirements of the APST for determination.
- 31.6** If the dispute remains unresolved, the Fair Work Commission may use any method of dispute resolution that it is permitted by the [Act](#) to use and that it considers appropriate for resolving the dispute.
- 31.7** A party to the dispute may appoint a person, organisation or association to support and/or represent them in any discussion or process under clause 31.
- 31.8** While procedures are being followed under clause 31 in relation to a dispute:
- (a)** work must continue in accordance with this award and the [Act](#); and
  - (b)** an employee must not unreasonably fail to comply with any direction given by the employer about performing work, whether at the same or another workplace, that is safe and appropriate for the employee to perform.
- 31.9** Clause 31.8 is subject to any applicable work health and safety legislation.

[Note 1 and Note 2 inserted by [PR763282](#); deleted by [PR778050](#) from 26Aug24]

[Note inserted by [PR778050](#) from 26Aug24]

NOTE: In addition to clause 31, the [Act](#) contains dispute resolution procedures as follows:

<b>For a dispute about rights under the Act to</b>	<b>Section</b>
Request flexible working arrangements	65B
Request an extension to unpaid parental leave	76B
Exercise an employee’s right to disconnect	333N

## Part 7—Termination of Employment and Redundancy

### 32. Termination of employment

NOTE: Sections 117 and 123 of the [Act](#) set out requirements for notice of termination by an employer under the [NES](#). Clauses 32.1 and 32.2 require an employer to give a greater minimum period of notice than that generally required under the [NES](#).

#### 32.1 Notice of termination by an employer—schools

- (a) Clause 32.1 applies to an employee employed in a school.
- (b) Subject to clause 33.4, the employment of an employee (other than a casual employee) will not be terminated without at least 7 term weeks' notice (inclusive of the notice required under the [NES](#)), the payment of 7 weeks' salary instead of notice, or part notice and part payment instead of notice provided that the total weeks' notice and weeks' payment instead equal 7.

#### 32.2 Notice of termination by an employer—other than schools

- (a) Clause 32.2 applies to an employee who is not employed in a school.
- (b) The employment of an employee (other than a casual employee) will not be terminated without at least 4 weeks' notice (inclusive of the notice required under the [NES](#)), or 4 preschool term weeks in the case of a preschool employee, or the payment of 4 weeks' salary instead of notice. If the employee is over 45 years of age and has completed at least 2 years of service, the [NES](#) notice period will apply

#### 32.3 Notice of termination by an employee

- (a) The notice of termination required to be given by an employee is the same as that required of the employee's employer under clause 32.1 or 32.2.
- (b) If an employee does not give the period of notice required under clause 32.3(a), then the employer may deduct from wages due to the employee under this award an amount that is no more than 2 weeks' wages for the employee.
- (c) If the employer has agreed to a shorter period of notice than that required under clause 32.3(a), then no deduction can be made under clause 32.3(b).
- (d) Any deduction under clause 32.3(b) must not be unreasonable in the circumstances.

**32.4 Job search entitlement**

- (a) Where an employer has given notice of termination to an employee, the employee must be allowed time off without loss of pay of up to one day for the purpose of seeking other employment.
- (b) The time off under clause 32.4 is to be taken at times that are convenient to the employee after consultation with the employer.

**32.5 Exclusions**

Employees who are excluded from coverage of the notice of termination provisions in the [NES](#) are also excluded from coverage of the notice of termination provisions in this award.

**32.6 Statement of service**

Upon the termination of employment of an employee (other than a casual employee) the employer will provide upon the request of the employee, a statement of service setting out the commencement and cessation dates of employment.

**32.7 Termination of casual employment by an employer—early childhood teachers**

- (a) Clause 32.7 applies to a casual early childhood teacher.
- (b) On termination of casual employment, the employer will indicate on the employee's service card the length of service with the employer. Upon request a casual employee will also be given a statement setting out the number of days of duty worked by the employee during the period of the engagement.

**33. Redundancy**

NOTE: Redundancy pay is provided for in the [NES](#). See sections 119–123 of the [Act](#). Clause 33 provides industry specific detail and supplements the [NES](#).

**33.1 Transfer to lower paid duties on redundancy**

- (a) Clause 33.1 applies if, because of redundancy, an employee is transferred to new duties to which a lower ordinary rate of pay applies.
- (b) The employer may:
  - (i) give the employee notice of the transfer of at least the same length as the employee would be entitled to under section 117 of the [Act](#) as if it were a notice of termination given by the employer; or

- (ii) transfer the employee to the new duties without giving notice of transfer or before the expiry of a notice of transfer, provided that the employer pays the employee as set out in clause 33.1(c).
- (c) If the employer acts as mentioned in clause 33.1(b)(ii), the employee is entitled to a payment of an amount equal to the difference between the ordinary rate of pay of the employee (inclusive of all-purpose allowances, shift rates and penalty rates applicable to ordinary hours) for the hours of work the employee would have worked in the first role, and the ordinary rate of pay (also inclusive of all-purpose allowances, shift rates and penalty rates applicable to ordinary hours) of the employee in the second role for the period for which notice was not given.

### **33.2 Employee leaving during redundancy notice period**

- (a) An employee given notice of termination in circumstances of redundancy may terminate their employment during the minimum period of notice prescribed by this award.
- (b) The employee is entitled to receive the benefits and payments they would have received under clause 33 or under sections 119–123 of the [Act](#) had they remained in employment until the expiry of the notice.
- (c) However, the employee is not entitled to be paid for any part of the period of notice remaining after the employee ceased to be employed.

### **33.3 Job search entitlement**

- (a) Where an employer has given notice of termination to an employee in circumstances of redundancy, the employee must be allowed time off without loss of pay of up to one day each week of the minimum period of notice prescribed by section 117(3) of the [Act](#) for the purpose of seeking other employment.
- (b) If an employee is allowed time off without loss of pay of more than one day under clause 33.3(a), the employee must, at the request of the employer, produce proof of attendance at an interview.
- (c) A statutory declaration is sufficient for the purpose of clause 33.3(b).
- (d) An employee who fails to produce proof when required under clause 33.3(b) clause is not entitled to be paid for the time off.
- (e) This entitlement applies instead of clause 32.4.

**33.4 Interaction of clause 33 with clause 32—Termination of employment**

Where the employee's employment is terminated on the grounds of redundancy, the employee will be entitled only to the greater of:

- (a) notice of termination under clause 32.1 or 32.2; or
- (b) notice of termination and severance payments under the [NES](#).

**33.5 Part-time employees**

If a part-time employee's hours are reduced, without their consent, by more than **25%** they will be entitled to the provisions of clause 33.

## **Schedule A—Hours of Work and Related Matters—Teachers employed in early childhood services operating for at least 48 weeks per year**

[Varied by [PR723894](#), [PR736140](#), [PR763282](#)]

### **A.1 Ordinary hours of work**

**A.1.1** A full-time employee's ordinary hours of work will be 38 per week which may be averaged over a period of 4 weeks.

[New A.1.2 inserted by [PR723894](#) ppc 20Nov20]

**A.1.2** A casual employee's maximum ordinary hours of work will be 38 hours per week.

[A.1.2 renumbered as A.1.3 by [PR723894](#) ppc 20Nov20]

**A.1.3** The ordinary hours of work will be worked between 6.00 am and 6.30 pm, on any 5 days between Monday and Friday, and will not exceed 8 hours on any day.

[A.1.3 renumbered as A.1.4 by [PR723894](#) ppc 20Nov20]

**A.1.4** Subject to the provisions of clause 5—Individual flexibility arrangements, by agreement between an employer and an employee, an employee may be rostered to work up to a maximum of 10 hours in any one day.

### **A.1.5 Breaks between periods of duty**

[A.1.4 renumbered as A.1.5 by [PR723894](#) ppc 20Nov20]

- (a)** An employee will be entitled to a minimum break of 10 consecutive hours between the end of one period of duty and the beginning of the next. This applies in relation to both ordinary hours and where overtime is worked.
- (b)** Where an employer requires an employee to continue or resume work without having a 10 hour break off duty, the employee is entitled to be absent from duty without loss of pay until a 10 hour break has been taken, or be paid at **200%** of the minimum hourly rate of pay until released from duty.

### **A.2 Rostered days off**

The employer and employee may agree that the ordinary hours of work provided by clause A.1—Ordinary hours of work will be worked over 19 days in each 4 week period, in which case the following provisions will apply.

**A.2.1** The employee will work 152 hours over 19 days in each 4 week period with one rostered day off on full pay in each period.



- A.2.2** An employee will accrue 24 minutes for each 8 hour day worked to give the employee an entitlement to take rostered days off.
- A.2.3** Each day of paid leave taken by an employee (but not including long service leave, or any period of stand-down, any public holiday or any period of absence for which workers compensation payments apply occurring during any cycle of 4 weeks) will be regarded as a day worked for the purpose of accruing an entitlement under clause A.2.2.
- A.2.4** Rostered days off will not be regarded as part of the employee's annual leave for any purpose.
- A.2.5** An employee will not be entitled to personal leave in respect of illness whilst on a rostered day off. In the event of a rostered day off falling on a public holiday, the employer and the employee will agree on a substitute day.
- A.2.6** An employee will not be entitled to more than 12 rostered days off in any 12 months of consecutive employment.
- A.2.7** An employee who is scheduled to take a rostered day off before having worked a complete 4 week cycle will be paid a pro rata amount for the time that the employee has accrued in accordance with clause A.2.2.
- A.2.8** An employee whose employment is terminated in the course of a 4 week cycle will be paid a pro rata amount for the time that the employee has accrued in accordance with clause A.2.2.
- A.2.9** Rostered days off will be determined by mutual agreement between the employer and the employee, having regards to the needs of the place of employment.
- A.2.10** An employee will be advised by the employer at least 4 weeks in advance of the day on which the employee is to be rostered off duty.
- A.2.11** Nothing in clause A.2 will entitle an employee who works less than 38 hours per week to accumulate rostered days off pursuant to clause A.2.
- A.2.12** Where a service operates for less than 48 weeks per year and the employee receives more than 4 weeks' paid leave per year, the employee will accrue rostered days off to a maximum of 7 days in any 12 months of consecutive employment. Any days accrued in excess of 7 will be subsumed into the period of paid leave.

## **A.3 Breaks**

### **A.3.1 Meal break**

- (a)** An employer is required to provide a paid meal break of between 20 and 30 consecutive minutes to an employee who is engaged or rostered to work for more than 5 hours on a day. Such meal break will start no later than 5 hours after the employee commenced work on that day.
- (b)** By agreement with the employer, an employee may leave the premises or elect not to be on call during the meal break. In that case the meal time will not count as time worked and nor will payment be made for that time.
- (c)** Where an employee is called back to perform any duties within the centre or the break is interrupted for any reason the employee will be paid **150%** of the minimum hourly rate for a minimum of 15 minutes and thereafter to the nearest quarter hour until an uninterrupted break, or the balance of the break, is taken.

### **A.3.2 Non-contact time**

[A.3.2 substituted by [PR736140](#) ppc 01Jan22]

- (a)** An employee responsible for the preparation, implementation and/or evaluation of a developmental program for an individual child or group of children will be entitled to a minimum of two hours non-contact time per week. During non-contact time, an employee will not be required to supervise children or perform other duties as directed by the employer.
- (b)** An employee appointed as the Educational Leader will be entitled to a minimum of two hours non-contact time per week. During non-contact time, an employee will not be required to supervise children or perform other duties as directed by the employer.

NOTE 1: Educational leader is defined in Regulation 118 of the Education and Care Services National Regulations (2011).

NOTE 2: The entitlements at clauses A.3.2(a) and A.3.2(b) are cumulative. An Educational Leader who also has programming responsibilities for an individual child or group of children will be entitled to a minimum of four hours non-contact time per week.

## **A.4 Overtime**

### **A.4.1 Overtime rates**

- (a)** An employee will be paid overtime for all authorised work performed outside of or in excess of the ordinary or rostered hours at **150%** of the minimum hourly rate for the first 3 hours and **200%** of the minimum hourly rate thereafter.
- (b)** Despite clause A.4.1(a), part-time employees who agree to work in excess of their normal hours will be paid at ordinary time for up to 8 hours provided that the additional time worked is during the ordinary hours of operation of the early childhood service.
- (c)** No part-time employee may work in excess of 8 hours in any day without the payment of overtime.

### **A.4.2 Time off instead of overtime payment**

- (a)** An employee and employer may agree in writing to the employee taking time off instead of being paid for a particular amount of overtime that has been worked by the employee.
- (b)** Any amount of overtime that has been worked by an employee in a particular pay period and that is to be taken as time off instead of the employee being paid for it must be the subject of a separate agreement under clause A.4.2.
- (c)** An agreement must state each of the following:
  - (i)** the number of overtime hours to which it applies and when those hours were worked;
  - (ii)** that the employer and employee agree that the employee may take time off instead of being paid for the overtime;
  - (iii)** that, if the employee requests at any time, the employer must pay the employee, for overtime covered by the agreement but not taken as time off, at the overtime rate applicable to the overtime when worked;
  - (iv)** that any payment mentioned in clause A.4.2(c)(iii) must be made in the next pay period following the request.

NOTE: An example of the type of agreement required by clause A.4.2 is set out at Schedule D—Agreement for Time Off Instead of Payment for Overtime. There is no requirement to use the form of agreement set out at Schedule D—Agreement for Time Off Instead of Payment for Overtime. An agreement

under clause A.4.2 can also be made by an exchange of emails between the employee and employer, or by other electronic means.

- (d) The period of time off that an employee is entitled to take is the same as the number of overtime hours worked.

EXAMPLE: By making an agreement under clause A.4.2 an employee who worked 2 overtime hours is entitled to 2 hours' time off.

- (e) Time off must be taken:
  - (i) within the period of 6 months after the overtime is worked; and
  - (ii) at a time or times within that period of 6 months agreed by the employee and employer.
- (f) If the employee requests at any time, to be paid for overtime covered by an agreement under clause A.4.2 but not taken as time off, the employer must pay the employee for the overtime, in the next pay period following the request, at the overtime rate applicable to the overtime when worked.
- (g) If time off for overtime that has been worked is not taken within the period of 6 months mentioned in clause A.4.2(e), the employer must pay the employee for the overtime, in the next pay period following those 6 months, at the overtime rate applicable to the overtime when worked.
- (h) The employer must keep a copy of any agreement under clause A.4.2 as an employee record.
- (i) An employer must not exert undue influence or undue pressure on an employee in relation to a decision by the employee to make, or not make, an agreement to take time off instead of payment for overtime.
- (j) An employee may, under section 65 of the [Act](#), request to take time off, at a time or times specified in the request or to be subsequently agreed by the employer and the employee, instead of being paid for overtime worked by the employee. If the employer agrees to the request then clause A.4.2 will apply, including the requirement for separate written agreements under clause A.4.2(b) for overtime that has been worked.

[Note varied by [PR763282](#) ppc 01Aug23]

NOTE: If an employee makes a request under section 65 of the [Act](#) for a change in working arrangements, the employer may only refuse that request on reasonable business grounds (see section 65A(3) of the [Act](#)).

- (k) If, on the termination of the employee’s employment, time off for overtime worked by the employee to which clause A.4.2 applies has not been taken, the employer must pay the employee for the overtime at the overtime rate applicable to the overtime when worked.

NOTE: Under section 345(1) of the [Act](#), a person must not knowingly or recklessly make a false or misleading representation about the workplace rights of another person under clause A.4.2.

#### A.4.3 Make-up time

An employee may elect, with the consent of the employer, to work make-up time under which the employee takes time off during ordinary hours, and works those hours at a later time, during the spread of ordinary hours provided in the award.

### A.5 Shiftwork

**A.5.1** For the purposes only of calculating the shift rates provided for clause A.5:

- (a) a weekly rate of pay is calculated by dividing the employee’s annual salary, including applicable allowances, by 52.18;
- (b) a daily rate of pay is calculated by dividing the weekly rate as provided for in clause A.5.1(a) by 5; and
- (c) the rate of pay for a casual is first calculated in accordance with the provisions of clause 17.5.

**A.5.2** A shift rate is payable to employees required to perform shiftwork in accordance with the following:

Shift	% of minimum hourly rate
Early morning shift (any shift commencing at or after 5.00 am and before 6.00 am)	110
Afternoon shift (any shift finishing after 6.30 pm and at or before midnight)	115
Night shift, rotating with day or afternoon shift	117.5
Night shift, non-rotating (any shift finishing after midnight and at or before 8.00 am or any shift commencing at or after	130

Shift	% of minimum hourly rate
midnight and before 5.00 am which does not rotate or alternate with other shifts so as to give the employee at least one third of their shifts off night shift in each roster cycle)	
Saturday	125

## A.6 Annual leave

### A.6.1 Annual leave in advance

- (a) An employer and employee may agree in writing to the employee taking a period of paid annual leave before the employee has accrued an entitlement to the leave.
- (b) An agreement must:
  - (i) state the amount of leave to be taken in advance and the date on which leave is to commence; and
  - (ii) be signed by the employer and employee and, if the employee is under 18 years of age, by the employee's parent or guardian.

NOTE: An example of the type of agreement required by clause A.6.1 is set out at Schedule E—Agreement to Take Annual Leave in Advance. There is no requirement to use the form of agreement set out at Schedule E—Agreement to Take Annual Leave in Advance.

- (c) The employer must keep a copy of any agreement under clause A.6.1 as an employee record.
- (d) If, on the termination of the employee's employment, the employee has not accrued an entitlement to all of a period of paid annual leave already taken in accordance with an agreement under clause A.6.1, the employer may deduct from any money due to the employee on termination an amount equal to the amount that was paid to the employee in respect of any part of the period of annual leave taken in advance to which an entitlement has not been accrued.

### A.6.2 Cashing out of annual leave

- (a) Paid annual leave must not be cashed out except in accordance with an agreement under clause A.6.2.

- (b) Each cashing out of a particular amount of paid annual leave must be the subject of a separate agreement under clause A.6.2.
- (c) An employer and an employee may agree in writing to the cashing out of a particular amount of accrued paid annual leave by the employee.
- (d) An agreement under clause A.6.2 must state:
  - (i) the amount of leave to be cashed out and the payment to be made to the employee for it; and
  - (ii) the date on which the payment is to be made.
- (e) An agreement under clause A.6.2 must be signed by the employer and employee and, if the employee is under 18 years of age, by the employee's parent or guardian.
- (f) The payment must not be less than the amount that would have been payable had the employee taken the leave at the time the payment is made.
- (g) An agreement must not result in the employee's remaining accrued entitlement to paid annual leave being less than 4 weeks.
- (h) The maximum amount of accrued paid annual leave that may be cashed out in any period of 12 months is 2 weeks.
- (i) The employer must keep a copy of any agreement under clause A.6.2 as an employee record.

NOTE 1: Under section 344 of the [Act](#), an employer must not exert undue influence or undue pressure on an employee to make, or not make, an agreement under clause A.6.2.

NOTE 2: Under section 345(1) of the [Act](#), a person must not knowingly or recklessly make a false or misleading representation about the workplace rights of another person under clause A.6.2.

NOTE 3: An example of the type of agreement required by clause A.6.2 is set out at Schedule F—Agreement to Cash Out Annual Leave. There is no requirement to use the form of agreement set out at Schedule F—Agreement to Cash Out Annual Leave.

### **A.6.3 Excessive leave accruals: general provision**

NOTE: Clauses A.6.3 to A.6.5 contain provisions, additional to the [NES](#), about the taking of paid annual leave as a way of dealing with the accrual of excessive paid annual leave. See Part 2.2, Division 6 of the [Act](#).

- (a) An employee has an **excessive leave accrual** if the employee has accrued more than 8 weeks' paid annual leave.
- (b) If an employee has an excessive leave accrual, the employer or the employee may seek to confer with the other and genuinely try to reach agreement on how to reduce or eliminate the excessive leave accrual.
- (c) Clause A.6.4 sets out how an employer may direct an employee who has an excessive leave accrual to take paid annual leave.
- (d) Clause A.6.5 sets out how an employee who has an excessive leave accrual may require an employer to grant paid annual leave requested by the employee.

**A.6.4 Excessive leave accruals: direction by employer that leave be taken**

- (a) If an employer has genuinely tried to reach agreement with an employee under clause A.6.3(b) but agreement is not reached (including because the employee refuses to confer), the employer may direct the employee in writing to take one or more periods of paid annual leave.
- (b) However, a direction by the employer under clause A.6.4(a):
  - (i) is of no effect if it would result at any time in the employee's remaining accrued entitlement to paid annual leave being less than 6 weeks when any other paid annual leave arrangements (whether made under clause A.6.3, A.6.4 or A.6.5 or otherwise agreed by the employer and employee) are taken into account; and
  - (ii) must not require the employee to take any period of paid annual leave of less than one week; and
  - (iii) must not require the employee to take a period of paid annual leave beginning less than 8 weeks, or more than 12 months, after the direction is given; and
  - (iv) must not be inconsistent with any leave arrangement agreed by the employer and employee.
- (c) The employee must take paid annual leave in accordance with a direction under clause A.6.4(a) that is in effect.
- (d) An employee to whom a direction has been given under clause A.6.4(a) may request to take a period of paid annual leave as if the direction had not been given.



NOTE 1: Paid annual leave arising from a request mentioned in clause A.6.4(d) may result in the direction ceasing to have effect. See clause A.6.4(b)(i).

NOTE 2: Under section 88(2) of the [Act](#), the employer must not unreasonably refuse to agree to a request by the employee to take paid annual leave.

**A.6.5 Excessive leave accruals: request by employee for leave**

- (a)** Clause A.6.5 comes into operation from 24 May 2018.
- (b)** If an employee has genuinely tried to reach agreement with an employer under clause A.6.3(b) but agreement is not reached (including because the employer refuses to confer), the employee may give a written notice to the employer requesting to take one or more periods of paid annual leave.
- (c)** However, an employee may only give a notice to the employer under clause A.6.5(b) if:
  - (i)** the employee has had an excessive leave accrual for more than 6 months at the time of giving the notice; and
  - (ii)** the employee has not been given a direction under clause A.6.4(a) that, when any other paid annual leave arrangements (whether made under clause A.6.3, A.6.4 or A.6.5 or otherwise agreed by the employer and employee) are taken into account, would eliminate the employee's excessive leave accrual.
- (d)** A notice given by an employee under clause A.6.5(b) must not:
  - (i)** if granted, result in the employee's remaining accrued entitlement to paid annual leave being at any time less than 6 weeks when any other paid annual leave arrangements (whether made under clause A.6.3, A.6.4 or A.6.5 or otherwise agreed by the employer and employee) are taken into account; or
  - (ii)** provide for the employee to take any period of paid annual leave of less than one week; or
  - (iii)** provide for the employee to take a period of paid annual leave beginning less than 8 weeks, or more than 12 months, after the notice is given; or
  - (iv)** be inconsistent with any leave arrangement agreed by the employer and employee.
- (e)** An employee is not entitled to request by a notice under clause A.6.5(b) more than 4 weeks' paid annual leave in any period of 12 months.

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- (f)** The employer must grant paid annual leave requested by a notice under clause A.6.5(b).

## Schedule B—Summary of Rates of Pay

[Varied by [PR723627](#); corrected by [PR723865](#); varied by [PR729336](#), [PR735270](#), [PR740761](#), [PR762186](#), [PR773964](#)]

NOTE: A transitional pay equity order taken to have been made pursuant to item 30A of Schedule 3A to the *Fair Work (Transitional Provisions and Consequential Amendments) Act 2009* (Cth) has effect in accordance with that item. A relevant transitional pay equity order operates in Queensland as provided for in item 30A (6) and (7).

### B.1 Casual employees

#### B.1.1 Casual employees—full day rates

[B.1.1 varied by [PR729336](#); substituted by [PR735270](#) ppc 01Jan22; varied by [PR740761](#), [PR762186](#), [PR773964](#) ppc 01Jul24]

	All employees (excluding Schedule A)	Teachers employed in early childhood services operating for at least 48 weeks per year (Schedule A)					
		Full day rate	Early morning shift <sup>2</sup>	Afternoon shift <sup>3</sup>	Night shift (rotating) <sup>4</sup>	Night (non-rotating) <sup>5</sup>	Saturday
		% of casual full day rate <sup>6</sup>					
	100%	100%	110%	115%	117.5%	130%	125%
	\$	\$	\$	\$	\$	\$	\$
Level 1	335.60	349.03	383.93	401.38	410.11	453.74	436.29
Level 2	366.80	381.48	419.63	438.70	448.24	495.92	476.85
Level 3 <sup>1</sup>	399.33	415.30	456.83	477.60	487.98	539.89	519.13
Level 4	431.85	449.13	494.04	516.50	527.73	583.87	561.41
Level 5	464.35	482.93	531.22	555.37	567.44	627.81	603.66

<sup>1</sup> Where an employee is engaged for less than 5 consecutive days, the minimum rate payable to a casual employee will be no higher than the wage at Level 3.

<sup>2</sup> **Early morning shift** means a shift commencing at or after 5.00 am and before 6.00 am.

<sup>3</sup> **Afternoon shift means** a shift finishing after 6.30 pm and at or before midnight.

<sup>4</sup> **Night shift (rotating)** means a shift finishing after midnight and at or before 8.00 am, or a shift commencing at or after midnight and before 5.00 am, which rotates with day or afternoon shifts.

<sup>5</sup> **Night shift (non-rotating)** means a shift finishing after midnight and at or before 8.00 am, or a shift commencing at or after midnight and before 5.00 am, which does not rotate or alternative with other shifts so as to give the employee at least one third of their shift off night shift in each roster cycle.

<sup>6</sup> The casual full day rate for teachers employed in early childhood services operating for at least 48 weeks per year (Schedule A) incorporates an additional **4%** as per clause 17.2.

### B.1.2 Casual employees—half day rates

[B.1.2 renamed and substituted by [PR723627](#); corrected by [PR723865](#); varied by [PR729336](#); substituted by [PR735270](#) ppc 01Jan22; varied by [PR740761](#), [PR762186](#), [PR773964](#) ppc 01Jul24]

	<b>All employees (excluding Schedule A)</b>
<b>All employees</b>	<b>Half day rate</b>
	<b>\$</b>
Level 1	167.80
Level 2	183.40
Level 3 <sup>1</sup>	199.66
Level 4	215.93
Level 5	232.18

<sup>1</sup> Where an employee is engaged for less than 5 consecutive days, the minimum rate payable to a casual employee will be no higher than the wage at Level 3.

**B.1.3 Casual employees—minimum rates of pay for teachers employed in early childhood services NOT operating for at least 48 weeks per year**

[B.1.3 inserted by [PR723627](#) ppc 01Nov20; varied by [PR729336](#); substituted by [PR735270](#) ppc 01Jan22; varied by [PR740761](#), [PR762186](#), [PR773964](#) ppc 01Jul24]

Level	2-hour rate	4-hour rate
	\$	\$
Level 1	88.32	176.64
Level 2	96.52	193.04
Level 3 <sup>1</sup>	105.08	210.16
Level 4	113.64	227.28
Level 5	122.20	244.40

<sup>1</sup>Where an employee is engaged for less than 5 consecutive days, the minimum rate payable to a casual employee will be no higher than the wage at Level 3.

**B.1.4 Casual employees—minimum rates of pay for teachers employed in early childhood services operating for at least 48 weeks per year**

[B.1.4 inserted by [PR723627](#) ppc 01Nov20; varied by [PR729336](#); substituted by [PR735270](#); varied by [PR740761](#), [PR762186](#), [PR773964](#) ppc 01Jul24]

Level	2-hour rate	4-hour rate	Overtime - first 3 hours	Overtime - after 3 hours
	% of minimum hourly rate			
	100%	100%	150%	200%
	\$	\$	\$	\$
Level 1	91.86	183.72	68.90	91.86
Level 2	100.38	200.76	75.29	100.38
Level 3 <sup>1</sup>	109.28	218.56	81.96	109.28

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<b>Level</b>	<b>2-hour rate</b>	<b>4-hour rate</b>	<b>Overtime - first 3 hours</b>	<b>Overtime - after 3 hours</b>
	<b>% of minimum hourly rate</b>			
	<b>100%</b>	<b>100%</b>	<b>150%</b>	<b>200%</b>
	<b>\$</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>
Level 4	118.20	236.40	88.65	118.20
Level 5	127.08	254.16	95.31	127.08

<sup>1</sup> Where an employee is engaged for less than 5 consecutive days, the minimum rate payable to a casual employee will be no higher than the wage at Level 3.

## Schedule C—Summary of Monetary Allowances

[Varied by [PR729336](#), [PR735270](#), [PR740927](#), [PR740761](#), [PR750831](#), [PR762186](#), [PR762353](#), [PR773964](#), [PR774134](#)]

See clause 19—Allowances for full details of allowances payable under this award.

### C.1 Wage-related allowances

[C.1.1 varied by [PR729336](#); substituted by [PR735270](#) ppc 01Jan22; varied by [PR740761](#), [PR762186](#), [PR773964](#) ppc 01Jul24]

**C.1.1** The following wage-related allowances are based on the [standard rate](#) as defined in clause 2—Definitions as the minimum annual rate applicable to Level 1 in clause 17.1 = **\$70,045**.

Allowance	Clause	% of standard rate	\$	Payable
<b>Director's allowance:</b>	19.2(b)			
Level 1		11.5	8055.18	per annum
Level 2		14.25	9981.41	per annum
Level 3		17.3	12,117.79	per annum
<b>Leadership allowance:</b>	19.3(g)(i)			
Level 1A		8.0	5603.60	per annum
Level 1B		7.0	4903.15	per annum
Level 1C		6.3	4412.84	per annum
Level 2A		5.5	3852.48	per annum
Level 2B		4.75	3327.14	per annum
Level 2C		4.0	2801.80	per annum
Level 3A		2.75	1926.24	per annum
Level 3B		2.35	1646.06	per annum

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Level 3C		1.6	1120.72	per annum
Educational leader allowance	19.4(c)	6.3	4412.84	per annum

### C.1.2 Automatic adjustment of wage-related allowances

[C.1.2 renamed and substituted by [PR750831](#) ppc 15Mar23]

The amount of each wage-related allowance is the percentage of the [standard rate](#) specified for the allowance and will automatically adjust to reflect the specified percentage when the [standard rate](#) is varied.

## C.2 Expense-related allowances

[C.2.1 varied by [PR740927](#), [PR762353](#), [PR774134](#) ppc 01Jul24]

**C.2.1** The following expense-related allowances will be payable to employees in accordance with clause 19.5:

Allowance	Clause	\$	Payable
Vehicle allowance—use of own vehicle—motor car	19.5	0.99	per km <sup>1</sup>
Vehicle allowance—use of own vehicle—motorcycle	19.5	0.33	per km <sup>1</sup>

<sup>1</sup> With a maximum payment up to 400 km per week.

### C.2.2 Adjustment of expense-related allowances

- (a) At the time of any adjustment to the [standard rate](#), each expense-related allowance will be increased by the relevant adjustment factor. The relevant adjustment factor for this purpose is the percentage movement in the applicable index figure most recently published by the Australian Bureau of Statistics since the allowance was last adjusted.
- (b) The applicable index figure published by the Australian Bureau of Statistics for the Eight Capitals Consumer Price Index (Cat No. 6401.0), as follows:

Allowance	Applicable Consumer Price Index figure
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Vehicle allowance	Private motoring sub-group
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**Schedule D—Agreement for Time Off Instead of Payment for Overtime**

Link to PDF copy of [Agreement for Time Off Instead of Payment for Overtime](#).

Name of employee: \_\_\_\_\_

Name of employer: \_\_\_\_\_

**The employer and employee agree that the employee may take time off instead of being paid for the following amount of overtime that has been worked by the employee:**

Date and time overtime started: \_\_\_/\_\_\_/20\_\_\_ \_\_\_ am/pm

Date and time overtime ended: \_\_\_/\_\_\_/20\_\_\_ \_\_\_ am/pm

Amount of overtime worked: \_\_\_\_\_ hours and \_\_\_\_\_ minutes

**The employer and employee further agree that, if requested by the employee at any time, the employer must pay the employee for overtime covered by this agreement but not taken as time off. Payment must be made at the overtime rate applying to the overtime when worked and must be made in the next pay period following the request.**

Signature of employee: \_\_\_\_\_

Date signed: \_\_\_/\_\_\_/20\_\_\_

Name of employer representative: \_\_\_\_\_

Signature of employer representative: \_\_\_\_\_

Date signed: \_\_\_/\_\_\_/20\_\_\_

## Schedule E—Agreement to Take Annual Leave in Advance

Link to PDF copy of [Agreement to Take Annual Leave in Advance](#).

Name of employee: \_\_\_\_\_

Name of employer: \_\_\_\_\_

**The employer and employee agree that the employee will take a period of paid annual leave before the employee has accrued an entitlement to the leave:**

The amount of leave to be taken in advance is: \_\_\_\_ hours/days

The leave in advance will commence on: \_\_\_\_/\_\_\_\_/20\_\_\_\_

Signature of employee: \_\_\_\_\_

Date signed: \_\_\_\_/\_\_\_\_/20\_\_\_\_

Name of employer representative: \_\_\_\_\_

Signature of employer representative: \_\_\_\_\_

Date signed: \_\_\_\_/\_\_\_\_/20\_\_\_\_

*[If the employee is under 18 years of age - include:]*

**I agree that:**

**if, on termination of the employee's employment, the employee has not accrued an entitlement to all of a period of paid annual leave already taken under this agreement, then the employer may deduct from any money due to the employee on termination an amount equal to the amount that was paid to the employee in respect of any part of the period of annual leave taken in advance to which an entitlement has not been accrued.**

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Name of parent/guardian: \_\_\_\_\_

Signature of parent/guardian: \_\_\_\_\_

Date signed: \_\_\_/\_\_\_/20\_\_\_

### Schedule F—Agreement to Cash Out Annual Leave

Link to PDF copy of [Agreement to Cash Out Annual Leave](#).

Name of employee: \_\_\_\_\_

Name of employer: \_\_\_\_\_

**The employer and employee agree to the employee cashing out a particular amount of the employee's accrued paid annual leave:**

The amount of leave to be cashed out is: \_\_\_\_ hours/days

The payment to be made to the employee for the leave is: \$\_\_\_\_\_ subject to deduction of income tax/after deduction of income tax (strike out where not applicable)

The payment will be made to the employee on: \_\_\_\_/\_\_\_\_/20\_\_

Signature of employee: \_\_\_\_\_

Date signed: \_\_\_\_/\_\_\_\_/20\_\_

Name of employer representative: \_\_\_\_\_

Signature of employer representative: \_\_\_\_\_

Date signed: \_\_\_\_/\_\_\_\_/20\_\_

*Include if the employee is under 18 years of age:*

Name of parent/guardian: \_\_\_\_\_

Signature of parent/guardian: \_\_\_\_\_

Date signed: \_\_\_\_/\_\_\_\_/20\_\_

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[Schedule G—Part-day Public Holidays deleted by [PR747393](#) ppc 14Nov22]

## Schedule G—Transitional Arrangements

[Sched H inserted by [PR735270](#) ppc 01Jan22; renumbered as Sched G by [PR747393](#) ppc 14Nov22]

**G.1** This Schedule applies to employees who are employed in a position covered by this award immediately prior to 1 January 2022 and who:

- (a) do not as at 1 January 2022 hold proficient teacher accreditation/registration and are not as at 1 January 2022 subject to a requirement to hold proficient teacher accreditation/registration; or
- (b) hold proficient teacher accreditation/registration.

**G.2** Employees to whom this clause applies shall be classified on and from 1 January 2022 in accordance with the following table, despite clause 14.1, except where classification pursuant to clause 14.1 would result in the employee being classified at a higher level:

<b>Classification prior to 1 January 2022</b>	<b>Classification on and from 1 January 2022</b>
Level 5	Level 2
Level 6	Level 2
Level 7	Level 2
Level 8	Level 3
Level 9	Level 3
Level 10	Level 3
Level 11	Level 4
Level 12	Level 4

**G.3** For the purpose of progression under the new classification structure:

- (a) an employee classified at Level 2 pursuant to the table in clause G.2 shall be deemed to have reached 3 years' teaching service at Level 2 when the employee has:
  - (i) 5 years of teaching service in total; or

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**(ii)** 3 years' teaching service at a proficient level;

whichever comes earlier.

**(b)** an employee classified at Level 3 pursuant to the table in clause G.2 shall be deemed to have reached 3 years' teaching service at Level 3 if the employee has:

**(i)** 8 years of teaching service in total; or

**(ii)** 6 years' teaching service at a proficient level;

whichever comes earlier.

This Schedule remains subject to the requirements in clause 14.3 concerning satisfactory teaching service.