

# Catholic Schools Broken Bay Enterprise Agreement 2023

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## PART 1 - APPLICATION AND OPERATION

### 1. TITLE OF THE AGREEMENT

The title of this Agreement is the Catholic Schools Broken Bay Enterprise Agreement 2023.

## 2. COVERAGE

2.1 Subject to **subclause 2.2**, this Agreement covers and applies to:

- (a) the Employer, that is:  
Trustees of the Roman Catholic Church for the Diocese of Broken Bay  
(hereafter referred to as “Catholic Schools Broken Bay” or “CSBB”)
- (b) Teachers and General Employees (as defined in **clause 4**, Definitions)  
employed by the Employer who work in any registered school operated by  
the Employer; and
- (c) the Union.

2.2 This Agreement does not cover or apply to:

- (a) a person appointed as a Principal;
- (b) a Priest or member of a recognised religious order, not including a person  
who is an Employee and otherwise covered by this Agreement;
- (c) a person whose usual location of work is not a registered school or trades  
skills centre;
- (d) a person who is employed to work in early learning centres, pre-schools, or  
before and after school care and vacation care centres;
- (e) a person who is employed to work in a boarding house (unless appointed  
as a Teacher),
- (f) a person who is a volunteer or contractor;
- (g) a person who is employed as a consultant, education officer or advisor  
(however named) who is based in and reports through the CSBB Central  
Office notwithstanding the fact that they may work in schools as part of  
their normal duties;
- (h) a person who works in a non-educational and commercially focused  
enterprise, regardless of whether it is linked to a trade skills centre or  
operated by a third party (the ‘enterprise’). If a person has two roles within  
both a school and the enterprise this exclusion will only apply to that part  
of their role which is exclusively within the enterprise;
- (i) psychologists or counsellors (unless appointed as a Teacher);
- (j) ICT employees engaged to perform work that has general application  
across the system of schools operated by the Employer as a whole or who  
undertake special projects initiated by the CSBB Central Office.

### 3. OPERATIVE TERMS

#### 3.1 TERM

This Agreement will come into effect seven (7) days after approval by the Fair Work Commission (commencement date) and remains in force until 31 December 2024

#### 3.2 TOWARDS 2025 STRATEGY

- (a) Catholic Schools Broken Bay ('CSBB') Vision is to provide Authentic, professional Catholic education, delivered with care and compassion.
- (b) CSBB's governing authority led by, Bishop Randazzo, our Bishop sets the strategy to realise the Vision. In July 2020 our Bishop launched CSBB's current strategy, Towards 2025, which commits all staff to place our students at the centre of everything we do, and to ensure they know Christ, love learning and are supported to be the very best they can be.
- (c) CSBB's Towards 2025 Strategy was informed by feedback and consultation from staff in schools as well as the CSBB Central Office. It commits CSBB's entire system of schools to placing the impact on the student and the teacher at the centre and supporting learning improvement through 5 specific strategic goals:
  - (i) to develop a collaborative culture of continuous improvement;
  - (ii) to accompany students, families and staff to know Christ and to grow in faith;
  - (iii) to maximise the learning growth of every student;
  - (iv) to build the capability of our staff; and
  - (v) to embed future focused systems, policies and processes.
- (d) The leadership of CSBB is primarily responsible for the detailed development and execution of the strategy, including managing strategic and continuous improvement initiatives. This critical work is informed by collaboration with staff and subject matter specialists and working together to identify opportunities for improvement.
- (e) The way CSBB works also includes seeking opportunities for frontline staff to not only be consulted on new system initiatives, but to actively participate on specific project teams from time-to-time. Of course, the ability of frontline staff to participate in any particular project is informed by the usual practical constraints of busy schools and workplaces across our system, as well as CSBB's obligation to be responsible stewards of the funding we receive.



- (f) CSBB recognises that ultimately it is our staff and leaders at the frontline that determine the success of our strategy in their interactions with students and members of our Catholic school communities on a day-to-day basis. For this reason, CSBB is deeply committed to having systems in place that give our frontline staff a genuine voice in their work.
- (g) To support reasonable workloads for all staff, CSBB recognises the importance of coherence in the development of different strategic initiatives, and wherever practicable to reduce unnecessary duplication of work activities which do not advance the strategic goals set out above, as well as their successors.

### 3.3 IEU / CSBB WORKING RELATIONSHIP

- (a) CSBB acknowledges the importance of the role of the IEU (as the representative union for teaching and general staff) in representing and advocating for staff to CSBB and in the education sector at large.
- (b) CSBB is committed to a meeting attended by the Director of Schools for CSBB (or any equivalent successor position) and/or his/her delegate(s) and senior leaders of the IEU, to provide the IEU with a briefing, and to exchange feedback in relation to, major strategic issues and initiatives related to Employees ('Leadership consultation meeting')
- (c) Leadership Consultation Meeting will take place at least twice per year.
- (d) Nothing within clause requires the Employer or the IEU to disclose confidential information.

### 3.4 PAY PROTECTION

- (a) The Employer must ensure that the Rates of Pay under **Table 1A & Table 1B of Schedule A** of this Agreement (other than for employees classified as Conditionally Accredited Teacher Level 1) at all times exceed equivalent rates of pay payable to NSW Government employees under the Crown Employees (Teachers in Schools and Related Employees) Salaries and Conditions Award 2022 or any successor instrument by a margin of at least 1.5%.
- (b) The Employer will also, during the term of this Agreement, match any one-off payments paid to NSW Government employees in Sydney or the Central Coast, performing equivalent work to that performed under this Agreement.
- (c) For the purpose of this subclause, 'Rates of Pay' means salary and related payments which are set out in the Pay Schedules to this Agreement and derived from **Part 6** of this Agreement, other than Allowance payments found in **Table 1E and Table 2G (Travel and Meal Allowances only)**.

- (d) The same percentage increase to Rates of Pay occurring under **subclause 3.4(a) to Table 1A and Table 1B** will also be applied to Rates of Pay in **Table 1C and to Table 2A,2B,2C,2D,2E,2F,2G (Other Allowances only)** and in relation to employees classified as conditionally accredited Teacher Level 1. For the avoidance of doubt this means a 1% increase in Rates of Pay under **subclause 3.4(a) to Table 1A and Table 1B** will result in a 1% increase to the Rates of Pay in **Table 1C and to Table 2A,2B,2C,2D,2E,2F,2G (Other Allowances)** and to conditionally accredited Teacher Level 1 rate of pay.

3.5 RELATIONSHIP BETWEEN THE NATIONAL EMPLOYMENT STANDARDS AND THIS AGREEMENT

The National Employment Standards continue to apply to Employees covered by this Agreement, except where this Agreement provides a more favourable outcome for the Employee in a particular respect.

3.6 RELATIONSHIP OF WORK PRACTICES AGREEMENTS AND THIS AGREEMENT

The National Employment Standards continue to apply to Employees covered by this Agreement, except where this Agreement provides a more favourable outcome for the Employee in a particular respect.

3.7 EMPLOYER POLICIES

Workplace documents, policies and procedures referred to in this Agreement are not incorporated and do not form part of this Agreement.

3.8 SAVINGS

No Employee employed prior to the Commencement Date will, as a result of this Agreement:

- (a) receive a rate of pay that is less than what they would have otherwise received immediately prior to the Commencement Date;
- (b) be reclassified under a lower General Employee job classification without their written consent. This does not apply to temporary Employees who are offered a new contract of employment;
- (c) in the case of a General Employee, be required to work during pupil vacation periods if, under the terms of the previous agreement, the Employee was not required to work during pupil vacation periods, unless agreed to in writing by the General Employee and Employer;
- (d) in the case of a General Employee performing the work of a cleaner, be paid an averaged weekly rate of pay in accordance with **subclause 20.2** unless agreed to in writing by the General Employee and the Employer; and

- (e) in the case of a full-time maintenance and outdoor Employee engaged to work a 19 day month (or other agreed arrangement) under **clause 12** ('Implementation of 38 hour week') of the Maintenance and Outdoor Staff (Catholic Schools) Enterprise Agreement 2011, cease to be engaged according to these arrangements, unless agreed to in writing by the General Employee and Employer.

## 4. DEFINITIONS

In this Agreement:

**‘Act’** means the Fair Work Act 2009 (Cth) as amended or replaced from time to time.

**‘this Agreement’** means the Catholic Schools Broken Bay Enterprise Agreement 2023.

**‘AITSL’** means the Australian Institute for Teaching and School Leadership.

**‘Australian Professional Standards for Teachers’** (APST) means the seven standards developed by AITSL that outline what Teachers should know and be able to do at four career stages, as set out in Annexure D. The APST are intended to make explicit the elements of high quality, effective teaching in 21<sup>st</sup> century schools, which result in improved learning outcomes for students.

**‘casual Employee’** means a casual Teacher or a casual General Employee.

**‘casual General Employee’** means a General Employee who satisfies the definition of “casual employee” set out in the Act.

**‘casual Teacher’** means a Teacher who satisfies the definition of “casual employee” set out in the Act. A casual Teacher will not normally be employed for a period greater than four school term weeks for each engagement.

**‘CSBB Central Office’** means the Catholic Schools Broken Bay office where the provision of education services for the Diocese of Broken Bay is directed, managed and/or controlled.

**‘Coordinator’** means a Teacher appointed as such in a school. Coordinator will include a Coordinator 1, 2 or 3 in schools.

**‘Commencement Date’** means seven days after this Agreement is approved by the Fair Work Commission.

**‘Diocese’** means the Roman Catholic Diocese of Broken Bay.

**‘Employee’** means a person employed by an Employer as either a Teacher or General Employee as defined within this Agreement.

**‘Employer’** means Trustees of the Roman Catholic Church for the Diocese of Broken Bay. Note that the Employer is not the individual school.

**‘full-time Employee’** means a full-time Teacher or a full-time General Employee.

**‘FTE’** (Full-Time Equivalent) means the proportion that the number of teaching hours per week worked by a Teacher bears to the number of teaching hours that a full-time Teacher at the school is required to teach. A Teacher’s FTE is the basis upon which pro rata pay and conditions for part-time Teachers will be determined.

**‘full-time General Employee’** means a General Employee, other than a casual or part-time General Employee, who is employed to work 38 hours per week (or 76 hours rostered over a fortnight).

**‘full-time Teacher’** means any Teacher other than a casual or part-time Teacher.

**‘FWC’** means the Fair Work Commission.

**‘General Employee’** means an Employee who is performing work within one of the following occupational streams:

**Classroom and Learning Support Services** — being an Employee whose principal duties are to provide support and assistance to Teachers and students in a classroom setting to individual students or groups of students, or to support the operation of curriculum-related services in a school, such as those provided by a library, laboratory or a technology centre.

**School Administrative Services** — being an Employee whose principal duties are in clerical or administration or information communication and technology (ICT) services within a school (but not including those employees excluded pursuant to subclause 2.2 of this Agreement).

**School Operational Services** — being an Employee whose principal duties are to support the other services of a school, including but not limited to cleaning, building and grounds maintenance, retailing — canteens, uniform shops; and bus driving and vehicle maintenance.

**‘immediate family’** is as defined in the Act.

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

**‘NES’** means the National Employment Standards as contained in Part 2-2 of the Act.

**‘NESA’** means the NSW Education Standards Authority, or any body that preceded or replaces such body.

**‘Diocesan Schools’** means the registered schools run by the Employer and includes trades skills centres connected to such schools.

**‘part-time Employee’** means a part-time Teacher or part-time General Employee.

**‘part-time General Employee’** means a General Employee who has a regular pattern of work which is less than 38 hours per week (or less than 76 hours rostered over a fortnight).

**‘part-time Teacher’** means a Teacher who is engaged to work regularly, but for less than a full school week and not more than 0.8 of the normal hours which a full-time teacher at the school is required to teach. A part-time Teacher may work more than 0.8 of the normal full-time load where an agreement has been reached by the parties. Such agreement will be recorded in writing and signed by the Teacher and representative of

the Employer. Any additional terms of the agreement (such as the length of the term of the agreement and the scheduling of the time that the Teacher is not required to teach) will be included.

**‘previous agreement’** means the NSW and ACT Catholic Systemic Schools Enterprise Agreement 2020.

**‘Principal’** means a person appointed as such by the Employer and who is responsible for all aspects of educational leadership within a school.

**‘promotion positions’** means the positions of Assistant Principal, Religious Education Coordinator or a Coordinator.

**‘pupil vacation period’** or **‘PVP’** means periods designated as school holidays for students, but excludes scheduled ‘student free days’ falling on a term day where Employees attend work to participate in scheduled professional development activities.

**‘registered school’** means a school registered under the provisions of the Education Act 1990 (NSW) or Education Act 2004 (ACT), or under the appropriate legislation in other states or territories of the Commonwealth of Australia. For the purposes of this definition, it will also include an Australian registered special school or school for students with disabilities.

**‘school’** means a ‘registered school’ and a ‘trades skills centre’.

**‘school service date’** means the usual commencement date of employment at a school for Teachers who are to commence teaching on the first day of the first term.

**‘school year’** means the period of 12 months commencing from the school service date and includes term weeks and non-term weeks.

**‘statement of service’** means a statement from an Employer on official letterhead that contains an Employee’s start date, termination date, classification, whether service was full-time, part-time or casual, whether any leave without pay was taken, and in the case of a Teacher, whether any paid promotion positions were held.

**‘superannuation guarantee legislation’** includes the Superannuation Guarantee Charge Act 1992 (Cth) and the Superannuation Guarantee Administration Act 1992 (Cth) as amended or replaced.

**‘Teacher’** means a person who is employed as such in a registered school or trades skills centre.

**‘teacher accreditation authority’** means a person or body recognised as such at the relevant time.

**‘teacher librarian’** means a Teacher who is employed as such.

**‘temporary Employee’** means a temporary Teacher or a temporary General Employee.

**‘temporary General Employee’** means a General Employee engaged to work full-time or part-time for a fixed term or specific project.

**‘temporary Teacher’** means a teacher employed to work full-time or part-time for a specified period, which is greater than four school weeks.

**‘term day’** means a weekday falling within the designated term time of a given school year, as set out in the school calendar published by an Employer.

**‘term week’** means a week falling within the designated term time of a given school year as set out in the school calendar published by an Employer.

**‘trades skills centre’** formerly known as a trades training centre, means a centre funded by the federal Trades Skills Centres program that provides secondary students from years 9-12 with access to vocational education and training in schools.

**‘Union’** means the Independent Education Union of Australia.

**‘Work Practices Agreement’** means the following agreements in place as at the time of this Agreement, or as amended or replaced by agreement between the Union and the Employer:

WORK PRACTICES AGREEMENT FOR PRIMARY TEACHERS 2023

WORK PRACTICES AGREEMENT FOR SECONDARY TEACHERS 2023

## 5. INDIVIDUAL FLEXIBILITY ARRANGEMENT

- 5.1 The Employer and an Employee covered by this Agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the Agreement if:
- (a) the arrangement deals with one or more of the following matters:
    - (i) arrangements about when work is performed;
    - (ii) overtime rates;
    - (iii) allowances;
    - (iv) leave loading; and
  - (b) the arrangement meets the genuine needs of the Employer and Employee in relation to one or more of the matters mentioned in **paragraph 5.1(a)**; and
  - (c) the arrangement is genuinely agreed to by the Employer and Employee.
- 5.2 The Employer must ensure that the terms of the individual flexibility arrangement:
- (a) are about permitted matters under section 172 of the Act; and
  - (b) are not unlawful terms under section 194 of the Act; and
  - (c) result in the Employee being better off overall than the Employee would be if no arrangement was made.
- 5.3 The Employer must ensure that the individual flexibility arrangement:
- (a) is in writing; and
  - (b) includes the name of the Employer and Employee; and
  - (c) is signed by the Employer and Employee and if the Employee is under 18 years of age, signed by a parent or guardian of the Employee; and
  - (d) includes details of:
    - (i) the terms of this Agreement that will be varied by the arrangement; and
    - (ii) how the arrangement will vary the effect of the terms; and
    - (iii) how the Employee will be better off overall in relation to the terms and conditions of their employment as a result of the arrangement; and
    - (iv) states the day on which the arrangement commences.



- 5.4 The Employer must give the Employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.
- 5.5 The Employer or Employee may terminate the individual flexibility arrangement:
- (a) by giving no more than 28 days written notice to the other party to the arrangement; or
  - (b) if the Employer and Employee agree in writing – at any time.

## 6. NO EXTRA CLAIMS

Except as provided by the Act, prior to the nominal expiry date of the Agreement, there will be no further claims by the parties to this Agreement for changes to salaries, rates of pay, allowances, or conditions of employment in relation to matters expressly contained in this Agreement.

## 7. ACCESS TO THE AGREEMENT

The Employer will ensure that a copy of this Agreement and the NES are readily accessible to all Employees.

## PART 2 – ROLE, SELECTION AND APPOINTMENT

### 8. MISSION OF CATHOLIC SCHOOLS

#### 8.1 Catholic Schools Broken Bay strive to be:

- (a) truly Catholic in their identity and life;
- (b) centres of the new evangelisation;
- (c) places where the dignity and potential of every student is recognised and developed;
- (d) places where students are formed in the faith and can achieve high levels of ‘Catholic religious literacy’ and practice;
- (e) places where the learning outcomes of every student are improved.

#### 8.2 ROLE OF EMPLOYEES

- (a) Employees are required to support the mission, teachings and ethos of the Catholic Church’s work in schools. It is expected that they:
  - (i) acknowledge and accept that their work in schools is part of the mission of the Catholic Church;
  - (ii) agree in the performance of their role to uphold the mission, teachings and ethos of the Catholic Church in Catholic Education;
  - (iii) will avoid any influence on students that is not consistent with such mission, teachings or ethos.

It is acknowledged that the Employer may specify and may continue to specify other expectations and requirements in respect of the above in contracts of employment, policies or guidelines.

## 9. SELECTION AND APPOINTMENT PROCEDURES

- 9.1 Normally, full-time and part-time positions of more than one term in duration will be appropriately advertised and appointments made following a selection process. Appointments will be made on the basis of merit and suitability for the position in accordance with the documented selection process and appointment procedures of the Employer.
- 9.2 The Employer will provide an Employee (other than a casual Employee), on appointment, with a letter of appointment which must include:
- (a) the type of employment, that is full-time or part-time, and whether the appointment is on an ongoing or temporary basis. If the appointment is on a temporary basis, the letter will inform the Employee of the reason the employment is temporary, the term of the appointment and the date of commencement;
  - (b) in the case of a Teacher, the normal teaching load that will be required and, if the position is part-time, the FTE;
  - (c) the location(s) of work;
  - (d) the classification and rate of pay of the Employee applicable on commencement; and
  - (e) information in relation to superannuation benefits.
- 9.3 In addition to **subclause 9.2**, the letter of appointment provided by the Employer to a General Employee will also state:
- (a) the number of hours to be worked each week (or in the case of a General Employee whose hours are rostered over a fortnight, the number of hours per fortnight);
  - (b) the number of weeks or days to be worked in the year, that is, whether the engagement is for 48 weeks per year, or less than 48 weeks per year; and
  - (c) in the case of a General Employee who works less than 48 weeks per year:
    - (i) that they will receive a weekly rate of pay averaged in accordance with **subclause 20.2** of this Agreement; and
    - (ii) that the General Employee may be occasionally required to work during pupil vacation periods in accordance with **Clause 28 – Work During Pupil Vacation Periods for General Employees**.

## 10. RIGHT TO REQUEST FLEXIBLE WORKING ARRANGEMENTS

- 10.1 The provisions dealing with requests for flexible working arrangements will apply in accordance with the NES.
- 10.2 Disputes about the application of the provisions of the NES will be dealt with in accordance with **Clause 41 Dispute Resolution Procedure**.

## PART 3 – TERMS OF ENGAGEMENT

### 11. EMPLOYMENT OF A TEACHER

11.1 A Teacher will be employed as a full-time or part-time Teacher (including as a temporary full-time or part-time Teacher) or as a casual Teacher.

11.2 A Teacher's normal professional duties include, but are not limited to, administering and delivering an education program, examining and assessing student participation, regular meetings and collaboration with colleagues, playground duties, sport duties, the usual co-curricular and extra-curricular activities and parent-teacher nights and interviews.

#### 11.3 PROFESSIONAL LEARNING AND DEVELOPMENT

- (a) Teachers are encouraged and will be supported by the Employer in their professional learning, including by way of self-reflection in their day to day work, collaboration with colleagues, discussion with leaders, peer observation of classes and pursuing research or studies in their own time.
- (b) The Employer shares a responsibility for professional learning and will provide a range of professional learning opportunities for Teachers. Professional development that is a requirement of the Employer, excluding external study, must be offered within designated school time.
- (c) Where the Employer has concerns that a Proficient Teacher may not be meeting the standard for maintenance of accreditation, including in relation to the completion of required professional development, the Employer will advise the Teacher of this and the specific standard descriptors considered inadequate, in a timely manner. The representative of the Employer will meet with the Teacher to develop a plan to support the Teacher to maintain Proficient Teacher standard.

#### 11.4 SUPPORT FOR GRADUATE TEACHERS

- (a) It is the responsibility of the individual Graduate Teacher to achieve accreditation or registration at the level of Proficient Teacher within the required timeframes. The Employer will support the Graduate Teacher to obtain accreditation or registration at the Proficient Teacher standard, which will include participation in an orientation and/or induction program, mentoring, and appropriate classroom release for both the Graduate Teacher and their mentor(s) and other measures that the Employer may deem as appropriate. Additional provisions may be contained in the Work Practices Agreements.

- (b) A Graduate Teacher is required to engage in ongoing discussions with their mentor(s) regarding their progress in meeting the Proficient Teacher standard. In the event that either a Graduate Teacher or their mentor(s) have concerns in regard to the support being provided by the Employer, they should discuss the matter with the relevant supervisor or Coordinator. If concerns remain, the matter should be referred to the school Principal. In the event that the matter remains unresolved, the matter may be dealt with in accordance with **Clause 41 – Dispute Resolution Procedures**.
- (c) Where the Employer considers that a Graduate Teacher may not complete their accreditation or registration at Proficient Teacher standard within the legislated timeframes, the Employer will advise the Teacher of this and the reasons why, no later than three-quarters of the way through the applicable accreditation or registration timeframe for the Teacher. The representative of the Employer will meet with the Teacher to develop a plan to support the Teacher to reach Proficient Teacher standard.

#### 11.5 ARRANGEMENTS FOR PART-TIME TEACHERS

- (a) Part-time Teachers will be required to attend school on the number of days per week which is generally consistent with their FTE load, provided that the Principal has sufficient flexibility to ensure that the needs of students are met.
- (b) No part-time Teacher will be required to attend school on any day on which they are not required to teach, except to attend occasional school activities as reasonably required. A part-time Teacher will be allocated other duties on a pro rata basis.

#### 11.6 ARRANGEMENTS FOR TEMPORARY TEACHERS

- (a) A Teacher may be employed as a temporary Teacher in the following circumstances:
  - (i) where a Teacher is employed to replace a Teacher on leave or secondment;
  - (ii) where a school's staffing is to be reduced in the following year overall or in a department (in a secondary school). This may include but is not limited to circumstances such as declining enrolments or school amalgamations;
  - (iii) where a Teacher is employed on a specific programme not funded by the Employer, or a new programme or initiative funded by the Employer which is not of an on-going nature;
  - (iv) where a Teacher resigns during a school year and the usual Employer practice is that such positions are filled on a temporary basis; or



- (v) where an ongoing position has not been able to be filled using normal selection criteria and the Teacher has been informed of this in writing prior to the appointment.
- (b) Applicants must be advised in writing prior to accepting a position that it is temporary, the expected length of the appointment and the reason why it is temporary, with such reason being one of the reasons specified above.
- (c) In the case of **subparagraph 11.6(a)(i)**, the appointment may be for the whole of the period of leave or secondment of the Teacher.
- (d) In the case of **subparagraphs 11.6(a)(ii) and (iii)**, the appointment may be for a period of up to two full school years. The Employer, the Union and the Teacher may agree to extend the temporary period of appointment beyond two years. The Union will not withhold its consent unreasonably.
- (e) In the case of **subparagraph 11.6(a)(iv)** the appointment may be for not longer than the end of the school year in which the appointment occurs.
- (f) In the case of **subparagraph 11.6(a)(v)** the appointment may be for a period of up to one full school year.
- (g) The parties recognise that a temporary Teacher may be appointed to a series of different temporary positions either within the school or at another school of the Employer immediately following the cessation of a prior temporary appointment.

## 12. EMPLOYMENT OF A GENERAL EMPLOYEE

12.1 A General Employee will be employed as a full-time or part-time General Employee (including as a temporary full-time or part-time General Employee) or as a casual General Employee

### 12.2 CASUAL CONVERSION

The provisions dealing with offers and requests for casual conversion will apply in accordance with the Act

### 12.3 ARRANGEMENTS FOR TEMPORARY GENERAL EMPLOYEES ON RECURRING FIXED TERM CONTRACTS FOR A CONTINUOUS PERIOD:

- (a) This subclause applies to General Employees, other than those employed in the School Operational Services stream.
- (b) Where a General Employee has been employed under an unbroken series of fixed term contracts for a continuous period of three years or more for specific purpose programs (including for part of their employment), the Employer is required to offer to convert a proportion of the General Employee's temporary hours to permanent hours. The offer must be made in writing to the General Employee upon the conclusion of three years of continuous eligible service (Offer Date). Provided that, where an offer has previously been made to a General Employee in accordance with this subclause, or the corresponding provisions of a previously applicable agreement, any further offers will only be made in response to a request by an eligible Employee under **paragraph 12.3(i)**.
- (c) For the purposes of this subclause, four school terms of employment will be regarded as equivalent to a year of service, and service will be regarded as continuous except where there is a break in service of ten or more term weeks.
- (d) In determining the offer of permanent hours to be made, the Employer will calculate the average number of weekly hours the relevant General Employee has worked over the preceding three school years. The General Employee will be offered permanent hours for the equivalent of 65% of the average number of weekly hours for the previous three years, rounded to the nearest hour. The number of hours offered is not required to be more than the average number of hours worked by the General Employee in the third year of the calculation.
- (e) The General Employee, to whom an offer is made in accordance with this subclause, may elect to accept or decline the offer. If, after a period of 28 days, no response is received in relation to an offer made in accordance with this subclause, the General Employee will be regarded as having accepted the offer.

- (f) To give effect to this subclause, the General Employee will undertake any duties that fall within the Classroom and Learning Support Services stream or School Administrative Services stream in **Clause 15 – Classification Structure for General Employees**, provided that the General Employee has the skill, competence and training to perform the required duties. Such duties may be within the same school or another school within a reasonable distance and consistent with Employer practices.
- (g) Where a General Employee works in excess of the permanent hours offered (and accepted) in **paragraphs 12.3(d) and (e)**, the General Employee will be employed for those additional hours on a temporary basis. The additional hours will not be guaranteed and will not attract overtime payments unless they exceed the ordinary hours for a full-time General Employee as defined in this Agreement.
- (h) Where an Employer has, or puts into place, arrangements which are more generous than those provided in this subclause, those arrangements will prevail.
- (i) A General Employee, to whom this subclause applies, may subsequently request that the Employer convert their temporary hours to permanent hours in accordance with this subclause (Employee Subsequent Request) within a 28 day period from each three year anniversary of the offer date (Request Period) providing:
  - (i) the General Employee has continued to be employed continuously for a further three years or more for specific purpose programs (including for part of their employment) from the Offer Date; and
  - (ii) the request is in writing and given to the Employer within the Request Period.
- (j) The Employer will:
  - (i) consider an Employee Subsequent Request in accordance with relevant subclauses in **subclause 12.3**;
  - (ii) respond to an Employee Subsequent Request within four weeks;
  - (iii) not unreasonably refuse to grant an Employee Subsequent Request, including where the request is made outside the Request period; and
  - (iv) provide written reasons for any refusal.
- (k) Any disputes about the terms of the proposed full-time or part-time appointment or about the refusal of an Employee Subsequent Request, will be dealt with in accordance with **Clause 41 – Dispute Resolution Procedures**.

## 13. OTHER CONDITIONS FOR GENERAL EMPLOYEES

### 13.1 PLAYGROUND SUPERVISION – CLASSROOM AND LEARNING SUPPORT SERVICES AND SCHOOL ADMINISTRATIVE SERVICES

Only General Employees in the Classroom and Learning Support Services or School Administrative Services streams may be required to perform playground supervision, provided the Employer has developed and implemented a playground supervision policy in consultation with the Union. Such a policy must contain provisions that:

- (a) specify the levels of training to be provided to General Employees;
- (b) ensure appropriate levels of support and assistance; and
- (c) recognise that the introduction of playground supervision should not increase existing workloads of General Employees without commensurate increases in their paid hours of work, unless playground supervision takes the place of another of the General Employee's tasks.

This requirement will not apply where General Employees were already undertaking playground supervision as at 1 July 2008.

### 13.2 MISCELLANEOUS CONDITIONS

The following subclause provides for miscellaneous conditions applying to General Employees:

- (a) General Employees will be supplied with a suitable room (that is, a staff room) for meals and tea breaks with facilities for tea making and heating food.
- (b) Where it is necessary or customary for General Employees to change their dress or uniform, suitable dressing rooms and dressing accommodation and individual lockable lockers will be provided.
- (c) All materials, equipment, etc., required for cleaning purposes will be supplied by the Employer.
- (d) General Employees who use chemicals on a regular basis may request an annual medical check up at the Employer's expense.
- (e) A first aid kit will be supplied and readily available to all General Employees.

## PART 4 – CLASSIFICATION STRUCTURE AND RELATED PROVISIONS FOR TEACHERS

### 14. TEACHERS – STANDARDS CLASSIFICATION

#### 14.1 OPERATION

- (a) The standards based classification scale is as follows:
  - (i) Conditionally Accredited Teacher Level 1 and Conditionally Accredited Teacher Level 2
  - (ii) Band 1 (Graduate) Teacher
  - (iii) Band 2 (Proficient) Teacher Levels 1-5
  - (iv) Band 3 (Highly Accomplished) Teacher

On this scale, a Teacher is classified in accordance with his or her level of accreditation or registration and teaching service in registered schools and other service as set out in **subclauses 14.4 and 14.5**.

- (b) A Teacher covered by this clause and who was an existing teacher as at 1 October 2004 in NSW, and was therefore deemed to be a Proficient Teacher, and who has more than two years of full-time teaching service, will be deemed to be a Band 2 (Proficient) Teacher.

#### 14.2 DEFINITIONS

- (a) 'Band 1 (Graduate) Teacher' means a Teacher who has completed all course requirements of an initial teacher education program and is working towards accreditation or registration as a Proficient Teacher.
- (b) 'Band 2 (Proficient)Teacher' means a Teacher who:
  - (i) has completed a minimum of two years' full-time teaching service in accordance with **subclause 14.4 and paragraphs 14.5 (a) and (d)**; and
  - (ii) has been accredited or registered by the relevant teacher accreditation authority as a Proficient Teacher or has been deemed to be a Proficient Teacher pursuant to **paragraph 14.1(b)**.
- (c) 'Band 3 (Highly Accomplished) Teacher' means a Teacher who has been accredited by or certified as a Highly Accomplished Teacher by the relevant teacher accreditation authority and is maintaining that accreditation or certification.

- (d) 'Conditionally Accredited Teacher - Level 1' means a Teacher who has commenced but not yet completed all the course requirements of an approved initial teacher education program, but not including a Teacher classified as a Conditionally Accredited Teacher – Level 2.
- (e) 'Conditionally Accredited Teacher - Level 2' means a Teacher who has completed all course requirements of a degree that is not an approved initial teacher education program and has commenced but not completed all course requirements of an initial teacher education program. Provided however that a Conditionally Accredited Teacher – Level 2 will be deemed to include a Teacher who is not otherwise classified who is employed pursuant to an exemption or otherwise.
- (f) 'Initial teacher education program' means a course or qualification accredited as such by AITSL.
- (g) 'Proficient Pending' Teacher means a Teacher who has a minimum period of full- time equivalent teaching service as set out in **subclause 14.7**, and has Provisional Teacher accreditation but does not have NESA Proficient Teacher accreditation (as relevant) for one of the following reasons:
  - (h) the Teacher previously had Proficient Teacher status but no longer has that status with NESA or was a pre-2004 Teacher in NSW (and was therefore not required to have Proficient status) but was not recognised or deemed as Proficient;
    - (i) the Teacher was previously employed in another state or Territory in Australia, has obtained Proficient Teacher status in that jurisdiction and is seeking mutual recognition of that status with NESA (as the case may be); or
    - (ii) the Teacher has overseas teaching service in accordance with **subclause 14.7**.

### 14.3 PROGRESSION

- (a) PROGRESSION FOR A CONDITIONALLY ACCREDITED TEACHER
  - (i) On completion of all course requirements of an approved initial teacher education program, the Conditionally Accredited Teacher may apply to the Employer to progress to the classification of Band 1 (Graduate) Teacher. The Employer will accept the following evidence of completion of all course requirements:
    - (A) an official transcript stating that the Teacher has satisfactorily completed all the requirements of the initial teacher education program and the date on which this occurred; or
    - (B) a certified copy of the testamur for the initial teacher education program.

- (ii) Where the application and evidence for progression is received by the Employer no later than ten weeks after the date of completion of the course requirements, the Teacher will be eligible to progress to the Band 1 (Graduate) Teacher classification from the first full pay period on or after the date of completion of the course requirements. Where the application and evidence is received by the Employer after ten weeks, the Teacher will progress from the commencement of the first full pay period after the Employer receives the application and evidence of completion.
  - (iii) The Employer will advise a Conditionally Accredited Teacher in writing on appointment of the entitlement to progress to the Band 1 (Graduate) Teacher classification and the evidence required in accordance with this subclause.
- (b) PROGRESSION FOR A BAND 1 (GRADUATE) TEACHER
  - (i) A Band 1 (Graduate) Teacher will progress to the classification of Band 2 (Proficient Teacher) when the Teacher has:
    - (A) been accredited or registered as a Proficient Teacher by the relevant teacher accreditation authority; and
    - (B) completed two years of full-time teaching service, in accordance with the provisions of **subclause 14.4 and paragraphs 14.5 (a) and (d)**.
  - (ii) The progression will take effect from the commencement of the first full pay period after the Teacher has satisfied both of the requirements set out in **subparagraph 14.3(b)(i)**.
- (c) PROGRESSION FOR A BAND 2 (PROFICIENT TEACHER)
  - (i) A Band 2 (Proficient Teacher) will commence at Proficient Teacher Level 1 and progress to the next level on the completion of each year of service.
  - (ii) Where an 'existing teacher' (**see paragraph 14.1(b)**) has completed two years of full-time teaching service, any additional service will be recognised for progression within Band 2 (Proficient Teacher).
- (d) BAND 3 (HIGHLY ACCOMPLISHED) TEACHER
  - (i) A Teacher will be classified as Band 3 (Highly Accomplished) Teacher from the commencement of the first full pay period after a Teacher has been accredited or certified as a Highly Accomplished Teacher.
  - (ii) Accreditation or certification as a Highly Accomplished Teacher is voluntary. The cost of applying for accreditation or certification as a Highly Accomplished Teacher must be met by the Teacher.

- (iii) The Employers recognise that Highly Accomplished Teachers make an important contribution to their schools and communities by modelling high quality teaching for their colleagues and leading other Teachers in the development and refinement of their teaching practice to improve student learning outcomes. Following consultation with the Teacher, and where the Teacher consents, the Employer may allocate a Highly Accomplished Teacher to provide mentoring, coaching or training to Teachers at different locations.
- (iv) Employers will not impose a quota on the number of Teachers who may be classified as Band 3 (Highly Accomplished) Teacher.
- (v) Where a Teacher's accreditation or certification as a Highly Accomplished Teacher is not maintained, the Teacher will revert to the applicable Proficient Teacher rate from the commencement of the first full pay period after the date that it is not maintained.

#### 14.4 CREDIT FOR PREVIOUS TEACHING SERVICE - STANDARDS BASED CLASSIFICATION

For the purpose of calculating credit for service for appointment to, and progression, in Band 1 (Graduate) Teacher and Band 2 (Proficient Teacher) on the standards classification structure pursuant to this clause, **Clause 14 - Teachers - Standards Classification**, teaching service in registered schools (before or after the Commencement Date) will be recognised as follows:

- (a) any employment as a full-time teacher will be counted as service;
- (b) the amount of service of a part-time teacher will be calculated in proportion to the full-time teaching load of a teacher at the school;
- (c) service as a casual teacher will be credited on the basis that 203 days of casual service is equal to a year of full-time service;
- (d) from 1 January 2016 a year of full-time service will be deemed to mean 203 days of teaching service, including full-time, part-time and casual teaching service; and
- (e) prior to 1 January 2016 a year of full-time service will be deemed to mean 204 days of teaching service, including full-time, part-time and casual teaching service.

Note that a Teacher who is employed on a full-time or part-time basis for the whole of the school year shall be deemed to have a year of full-time or part-time teaching service calculated in accordance with this subclause in respect of that year notwithstanding that the actual school year may have more or less than 203 or 204 teaching days.



#### 14.5 OVERSEAS EXPERIENCE, CHILD-REARING, PARENTAL LEAVE AND SERVICE AS AN EARLY CHILDHOOD TEACHER

##### (a) CREDIT FOR OVERSEAS SERVICE

All qualified teaching employment overseas (including casual, temporary and permanent) in a recognised primary or high school (students aged 5-18 years) shall be counted as teaching service, provided that teaching service occurred in a country where the teacher education qualifications are recognised by NESA as equivalent to qualifications from an Australian university. Overseas service shall be recognised in accordance with **subclause 14.4**, provided that incomplete years of service shall be disregarded from the cumulative total under this paragraph.

##### (b) CHILD REARING

A Teacher who has been primarily engaged in child rearing will have such periods recognised as service on the basis of one year of service for each continuous three years of child rearing to a maximum of four years. Provided that recognition for child rearing will only be granted on the basis that:

- (i) the period of child rearing immediately precedes their employment as a teacher in a registered school, being the period between completing a teacher qualification and commencing employment as a teacher in a registered school, or occurs between periods of employment as a teacher in a registered school;
- (ii) only one parent will receive the benefit of any particular period of child rearing;
- (iii) full-time child rearing will be regarded as the time before the child attains six years of age or is enrolled in full-time schooling, whichever is the earlier;
- (iv) paid employment, except as a casual teacher in an ACT or NSW non-government school or in limited casual employment elsewhere, will be taken to break the continuity of full-time child rearing;
- (v) recognition of child rearing will not be granted before, and until, the Teacher has attained Proficient Teacher accreditation (or registration in the ACT) with the relevant teacher accreditation authority, notwithstanding that the period of child rearing was before such date; and
- (vi) a Teacher may not have a given period of child-rearing counted more than once for the purpose of recognition of service with any Employer(s).

(c) PARENTAL LEAVE

For full-time and part-time Teachers, up to 12 months of a period of parental leave taken in accordance with **Clause 35 – Parental Leave and Related Entitlements** that commenced on or after 1 January 2020 will be recognised as service for classification progression purposes, provided that:

- (i) the period of parental leave recognised for classification progression is inclusive of the maximum period of 14 weeks in **paragraph 35.1(b)**;
- (ii) the Teacher remains employed by the Employer during and immediately after the period of parental leave;
- (iii) the service to be recognised by the Employer will be credited to the Teacher on the Teacher's return to work from parental leave;
- (iv) service will be recognised at the FTE the Teacher would have worked had the Teacher not taken the parental leave. For example, a Teacher working 0.5 FTE immediately prior to taking a period of unpaid parental leave, including on a flexible working arrangement, who takes 12 months' unpaid parental leave will have 101.5 days (203 days x 0.5 FTE) recognised as service for the purposes of classification progression;
- (v) periods of paid employment or paid leave (other than the 14 weeks in **paragraph 35.1(b)**) during the initial 12-month parental leave period will not be recognised for classification progression to avoid double counting;
- (vi) recognition of such service will not be granted before, and until, the Teacher has attained Proficient Teacher accreditation, or full registration in the ACT, with the relevant teacher accreditation authority, notwithstanding that the period of parental leave was before such date;
- (vii) parental leave will not be credited as service for any other purpose, save for the maximum period of 14 weeks in **paragraph 35.1(b)**.

(d) CREDIT FOR SERVICE AS EARLY CHILDHOOD TEACHER

- (i) Any service on or after 1 January 2020 as an Early Childhood Teacher in an Early Childhood Education Centre will be counted as service in accordance with **subclause 14.4**, provided that **paragraphs (d) and (e)** and the note at the end of **subclause 14.4** do not apply.
- (ii) An Early Childhood Teacher means a person who has completed an approved or recognised early childhood teaching qualification and is registered or accredited by the relevant teacher accreditation authority.

- (iii) An Early Childhood Education Centre means an approved centre-based early childhood education and care service as defined in Section 5 of the Children (Education and Care Services) National Law (NSW) but does not include an out of school hours care service or family day care service.

#### 14.6 PROCESS FOR APPLYING FOR CREDIT FOR SERVICE

- (a) Upon application for employment a Teacher will be advised in writing of all types of previous service (including child-rearing, full-time and part-time teaching, casual teaching, teaching in an Early Childhood Education Centre and parental leave) in Australia or overseas recognised under this Agreement and of the documentation required to substantiate such previous service.
- (b) An application by a Teacher for recognition of previous teaching service pursuant to **subclause 14.4 or paragraphs 14.5(a), (c) and (d)** will be supported by a statement of service on official letterhead which confirms the period of service to be recognised.
- (c) An application by a Teacher for recognition of a period of child-rearing will be supported by a statutory declaration establishing the period of child-rearing to be recognised and a copy of the child's birth certificate.
- (d) Where an Employer considers that the documentation provided by a Teacher who is appointed by the Employer, does not meet the requirements of this **subclause 14.6** with the consequence that the Employer will not recognise the relevant period of service, such view shall be advised to the Teacher in writing as soon as reasonably practicable.
- (e) Subject to **subparagraph 14.6(f)**, recognition of previous service pursuant to **subclause 14.4 or 14.5** will apply from the date the application was received by the Employer. However, in the case where the application was received within one school term of the date the Teacher commenced employment with the Employer, the recognition will be granted from the date of commencement.
- (f) Notwithstanding **subparagraph 14.6 (e)**, a Teacher may only apply for credit for service to be recognised pursuant to **paragraphs 14.5(a) or (b)** by submitting an application to the Employer no later than twelve months following the date they commenced employment with the Employer.

#### 14.7 PROFICIENT PENDING

- (a) A Teacher who is a Proficient Pending Teacher as defined in **paragraph 14.2(g)** will be classified as Proficient Pending pursuant to this **subclause 14.7** if the Teacher has at least two years' full-time equivalent teaching service in Australia, or at least three years' full-time equivalent teaching service in the case of overseas service. For the purposes of this **subclause 14.7**, full-time equivalent teaching service shall be calculated in accordance with **subclause 14.4**.
- (b) The Teacher will be placed on the relevant level within Band 2 according to his or her teaching service (that is, not including a period of two years of full-time equivalent teaching service, which is deemed to be service on Band 1). The Teacher will remain on Band 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 teacher accreditation authority.
- (c) On attaining Proficient Teacher accreditation or registration the Teacher will be classified as Proficient. If the Teacher does not attain Proficient Teacher accreditation or registration within the time frame specified in **paragraph 14.7(b)** above, the Teacher will be paid at Band 1 until the Teacher achieves Proficient Teacher accreditation; on such date the Teacher will progress to Band 2 based on his or her service (that is, not including a period of two years full-time equivalent teaching service that is deemed to be service on Band 1).

#### Example:

An overseas teacher who has completed five years' full-time equivalent service who holds provisional accreditation with NESAs is initially classified as Proficient Pending and placed at Band 2 (Proficient Teacher) Level 4. If after 12 months' full-time equivalent service they do not attain proficient teacher accreditation from NESAs, they will be paid as a Band 1 (Graduate) until they attain proficient teacher accreditation.

If such a Teacher then takes a further 13 months' full-time equivalent service to attain proficient teacher accreditation, they will progress to Band 2 (Proficient Teacher) Level 5. (Noting that service completed since the commencement of employment with the Employer counts as service for determining their pay point within Band 2 (Proficient Teacher) Levels 1-5).

- (d) If a Teacher fails to attain Proficient Teacher accreditation following approval for Proficient Pending status they will not be eligible for any future approval for Proficient Pending status by an Employer under this Agreement other than in cases of exceptional and compelling circumstances, including carer's responsibilities which will be assessed on a case-by-case basis.

## PART 5 - CLASSIFICATION OF GENERAL EMPLOYEES

### 15. CLASSIFICATION STRUCTURE FOR GENERAL EMPLOYEES

15.1 General Employees must be classified according to the structure set out in this clause, under the occupational streams set out in **subclauses 15.3 to 15.5**.

#### 15.2 TRANSITIONAL PROVISIONS

On the date of the first full pay period on or after the Commencement Date:

- (a) A new classification step 4.4 applicable to the Classroom and Learning Support Services Stream will come into effect. At that time, General Employees in the Classroom and Learning Support Services Stream with at least 12 months continuous service at step 4.3 will automatically progress to step 4.4.
- (b) A new classification Level 5A within the Classroom and Learning Support Services Stream will come into effect. At that time, existing General Employees whose position satisfies the criteria set out in **paragraph 15.5(d)** will be reclassified to classification step 5A.1.
- (c) New arrangements for the requirements to appoint School Administrative Services Employees at Level 6 will come into effect (see **subparagraph 15.4(d)(i)**)
  - (i) Existing General Employees employed at Level 6 whose position satisfies the new requirements will be reclassified to Level 6B as appropriate.
  - (ii) Existing ICT officers at Level 6 will be reclassified to Level 6B.

#### 15.3 SCHOOL OPERATIONAL SERVICES STREAM

A General Employee engaged in the School Operational Services Stream will be classified at one of the following levels:

- (a) SCHOOL OPERATIONAL SERVICES - LEVEL 1
  - (i) A School Operational Services - Level 1 position is one where the General Employee:
    - (A) applies knowledge and skills to a limited range of tasks and roles;
    - (B) works within established and predictable routines;
    - (C) follows standard procedures in a predefined order and requiring the use of limited discretion;

- (D) works under close supervision, or in the case of a more experienced General Employee working alone, routine supervision; and
- (E) is not required to have formal qualifications or work experience upon engagement.

(ii) Indicative duties

A Level 1 General Employee within this occupational stream may perform the following indicative duties:

a range of general cleaning tasks in a school such as:

- sweeping/ vacuuming floors;
- washing desks/cupboards and windows;
- emptying bins/ disposing of rubbish;
- cleaning and sanitising bathrooms;
- dusting and polishing student and office furniture;
- occasionally undertaking more complex cleaning tasks including carpet and furniture cleaning; and
- taking general care of school vehicles, including driving buses for less than 25 passengers.

- (iii) Examples of positions which typically fall under this level include: cleaner, bus driver (25 passengers or less).

(b) SCHOOL OPERATIONAL SERVICES - LEVEL 2

- (i) A School Operational Services - Level 2 position is one where the General Employee ordinarily performs work above and beyond the skills of a Level 1 position, and:

- (A) applies knowledge and skills to a range of tasks and roles;
- (B) usually works within routines, methods and procedures, but some discretion is involved in selection of equipment, work organisation, services and actions;
- (C) is provided with routine supervision of straightforward tasks, moving to general direction. Cleaners at this level are responsible for the supervision of other School Operational Services Employees; and

- (D) does not have a trade qualification (certificate III), but has a skill level which assumes and requires knowledge, training or experience relevant to the duties to be performed.

(ii) Indicative duties

A Level 2 General Employee within this occupational stream may perform the following indicative duties:

a range of maintenance and outdoor duties such as:

- non-specialised repair work;
- undertaking general gardening tasks including preparation and planting procedures;
- operating, maintaining and adjusting turf machinery under general supervision;
- applying fertilisers, fungicides, herbicides and insecticides under general supervision;
- responding to alarms, following emergency procedures and preparing incident reports, inspecting and securing buildings;
- providing assistance to qualified tradespersons in building and furniture maintenance;

a range of cleaning duties such as:

- responsibility for the purchasing, storage and distribution of cleaning equipment and chemicals;
- the direct supervision and responsibility of cleaning work by School Operational Services Level 1 General Employees;
- producing rosters for cleaning General Employees;
- assisting management in the selection of new cleaning General Employees;
- assisting management with the initial employment training and induction of new Employees;
- inspecting and securing buildings; and
- Taking general care of school vehicles including driving buses for 25 or more passengers.

- (iii) Examples of positions which typically fall under this level include: non-trade qualified building maintenance employee, non-trade qualified grounds maintenance employee, cleaning supervisor, school bus driver (25 or more passengers).

(c) SCHOOL OPERATIONAL SERVICES - LEVEL 3

- (i) A School Operational Services - Level 3 position is one where the General Employee ordinarily performs work above and beyond the skills of a Level 2 position, and:

- (A) applies in-depth knowledge and a broad range of skills in a variety of roles and tasks;
- (B) uses discretion and judgement in planning and organising and achieving outcomes in time constraints;
- (C) works under general direction. A General Employee at this level may work semi-autonomously (if working alone). A General Employee at this level may be required to supervise other School Operational Services Employees; and
- (D) requires a skill level which assumes and requires knowledge and training equivalent to completion of a trades qualification (or certificate III).

- (ii) Indicative duties

A Level 3 General Employee within this occupational stream may perform the following indicative duties:

- general maintenance work which includes the use of trade accredited skills in areas such as carpentry, plumbing or electrical services;
- control and responsibility for the maintenance of gardens, sports grounds and/or facilities which includes the use of accredited trade skills in areas such as horticulture, gardening or in the maintenance of sports grounds;
- responsibility for operating, maintaining and adjusting turf machinery, as appropriate;
- cleaning and inspecting machinery after each use, reporting any problems to the appropriate manager;



- applying the skills taught in a trades certificate, including performance of a range of construction, maintenance and repair tasks, using precision hand and power tools and equipment. In some cases this will involve familiarity with the work of other trades or require further training;
- responsibility for the security and basic maintenance of school property;
- responsibility for planning, scheduling and supervising of all aspects of gardening maintenance;
- responsibility for the purchasing, distribution and accounting of relevant tools and materials; and
- assisting in the day to day running of a retail facility, for example a uniform shop or canteen, in a non-supervisory capacity.

(iii) Examples of positions which typically fall under this level include: qualified tradesperson, non-supervisory retail employee.

(iv) Level 3A Indicative duties

A Level 3A General Employee within this occupational stream may perform the following indicative duties:

- responsibility for managing a retail facility, for example a uniform shop or canteen;
- rostering and supervising other staff and volunteers;
- managing a budget and overseeing banking functions and the payment of accounts;
- Responsibility for ordering and purchasing goods for resale; and
- overseeing the preparation of goods for sale, and maintaining a detailed knowledge of client needs, pricing policies and products.

(v) Examples of positions which typically fall under Level 3A include: Canteen Manager, Uniform Shop Manager.

(d) SCHOOL OPERATIONAL SERVICES - LEVEL 4

- (i) A School Operational Services - Level 4 position is one where the General Employee ordinarily performs work above and beyond the skills of a Level 3 position, and:
- (A) is self-directed in applying their substantial in-depth technical knowledge;
  - (B) uses discretion and judgment to plan and organise their work and the work of others;
  - (C) applies their technical training and experience to solve problems and expertise to the making of decisions;
  - (D) has overall responsibility for managing/coordinating a particular school operational function; and
  - (E) requires a skill level equivalent to trades qualification (or certificate III).
- (ii) Indicative duties

A Level 4 General Employee within this occupational stream may perform the following indicative duties:

- overseeing/ managing an operational function of the school such as building/grounds maintenance, school security;
- responsibility for planning, scheduling and supervising of all aspects of building and/or gardening maintenance;
- actively contributing to, and supporting, planning processes with regard to assets and maintenance of school premise;
- identifying all building and furniture maintenance and repairs, as well as minor renovations;
- unlocking school facilities at start of day and securing them at night;
- assessing and undertaking urgent maintenance out of hours and/or arrange for such maintenance to be carried out;
- assisting the Principal or other staff with out of hours functions;
- understanding and working within budget guidelines;
- Assisting in the selection and training of new staff and may prepare rosters;
- co-ordinating and supervising subcontractors and periodical contracts;

- prioritising maintenance tasks and managing work within budget;
- understanding architectural drawings;
- ensuring that all health and safety issues are managed to a high standard;
- understanding and assisting in emergency evacuation procedures;
- managing a school carpentry workshop in a safe manner; and
- working on complex engineering or interconnected electrical circuits and/or exercises high precision trades skills using various materials and/or specialised techniques.

(iii) Examples of positions which typically fall under this level include: building maintenance/facilities manager, head grounds person, security manager.

#### 15.4 SCHOOL ADMINISTRATIVE SERVICES STREAM

A General Employee engaged in the School Administrative Services Stream will be classified at one of the following levels:

##### (a) SCHOOL ADMINISTRATIVE SERVICES - LEVEL 3

(i) A School Administrative Services- Level 3 position is intended to be a role with a limited scope of duties that does not constitute the work of a School Administrative Services – Level 4 position. A School Administrative Services- Level 3 General Employee:

- (A) performs a limited range of clerical and administrative tasks and roles;
- (B) works within routines, methods and procedures;
- (C) is provided with close supervision, or in the case of a more experienced General Employee routine supervision, of straightforward tasks; and
- (D) is not required to have formal qualifications or work experience upon engagement.

(ii) Indicative duties

A Level 3 General Employee within this occupational stream may perform the following indicative duties:

- basic clerical duties including filing, collating, handling mail, checking figures;

- operating routine office equipment, such as a computer, photocopier, scanner, facsimile, binding machine, guillotine, franking machine, calculator etc;
- conveying messages across school grounds;
- assisting or providing occasional relief for a reception function; and
- shopping.

(iii) Examples of positions which typically fall under this level include: clerical aide.

(b) SCHOOL ADMINISTRATIVE SERVICES - LEVEL 4

(i) A School Administrative Services - Level 4 position is one where the General Employee ordinarily performs work above and beyond the skills of a Level 3 position, and:

- (A) applies knowledge with depth in some areas and a broad range of skills in a variety of roles and tasks;
- (B) uses discretion and judgement in planning and organising and achieving outcomes in time constraints;
- (C) typically works under the general supervision and direction of a School Administrative Services Level 5 or Level 6 General Employee. This may not apply to General Employees working in primary schools in Regional Dioceses that have an enrolment of less than 100 students where a Level 5 or 6 employee is not employed. Provided also that this will not apply to an ICT support officer; and
- (D) performs duties that typically require a skill level which assumes and requires knowledge and training equivalent to completion of certificate III, or completion of year 12 or completion of certificate II, with relevant work experience.

(ii) Indicative duties

A Level 4 General Employee within this occupational stream may perform the following indicative duties:

- a wide range of professional support, administration, secretarial and clerical duties, including typing, word processing, data entry, maintaining email and computerised records, database information, payroll information (including PHRIS manager functions), staff recruitment administration, casual administration including booking and payment of casuals, Google

applications, electronic rolls, attendance records, student enrolments, student information and petty cash;

- assisting with basic follow up of WHS issues and implementation of WHS management system, including checking licenses of onsite contractors;
- undertaking reception and general office duties;
- responding to enquiries from students, parents, employees, and the general public;
- assisting with management of the school office;
- providing administrative support to school executive, including arranging appointments, diaries and preparing both confidential and general correspondence;
- word processing of routine correspondence, including internal and external publications, teacher programmes and teaching aids;
- assisting with the preparation of internal and external publications including school websites, newsletters and other media;
- providing assistance in various financial management tasks, including preparation of school budget, school fees, monthly reconciliation of finance accounts and GST reports, annual finance and administration rollover;
- assisting with the coordination of school functions and events;
- providing technical and user support including help desk, software upgrades, virus protection, printing systems desktop/notebooks and server maintenance;
- maintaining communication systems and equipment;
- managing and developing school website and intranet;
- assisting with ICT projects as required; and
- assisting with the maintenance of hardware and software components of computer network.

(iii) Examples of positions which typically fall under this level include: administration officer, school secretary, accounts clerk and ICT assistant or Helpdesk support.

(c) SCHOOL ADMINISTRATIVE SERVICES - LEVEL 5

(i) A School Administrative Services – Level 5 position is one where the General Employee ordinarily performs work above and beyond the skills of a Level 4 position, and:

- (A) exercises substantial responsibility, independent judgement and initiative with a detailed knowledge of complex office procedures;
- (B) has and uses advanced skills and knowledge in the operation of complex equipment and procedures;
- (C) resolves operational problems for staff and coordinates work within the office of a small school, monitors work quality of those supervised and is responsible for those supervised;
- (D) assists in planning future sectional/office-organisational or resources and equipment needs; and
- (E) will have completed relevant post-secondary training or have significant and substantial technical and procedural knowledge and skill which may be deemed by the Employer as being comparable with a diploma or certificate IV with relevant work experience, a certificate III with relevant and extensive work experience, or an equivalent combination of relevant experience and/or training. For the avoidance of doubt, a General Employee who, at the time of appointment to this level, was not required to have a Certificate IV or Diploma, will not later be required to obtain either qualification.

(ii) Indicative duties

A Level 5 Employee within this occupational stream may perform the following indicative duties:

- making recommendations for the development of ICT infrastructure considering the needs of new applications and equipment redundancy; and
- providing technical direction for software upgrades, licensing, back up recovery, virus protection, printing systems, server maintenance procedures and network security.
- supervising and maintaining hardware and software components of a school computer network.

- Examples of positions which typically fall under this level include ICT officer.

(d) SCHOOL ADMINISTRATIVE SERVICES - LEVEL 6

- (i) Schools must employ at least one School Administrative Services Level 6B position

A school may appoint a Level 6 ICT senior officer at Level 6B. However, such position must be in addition to any requirement to appoint at least one School Administrative Level 6 position under **subparagraph 15.5(d)(i)**.

- (ii) A School Administrative Services - Level 6 position is one where the General Employee ordinarily performs work above and beyond the skills of a Level 4 and 5 position, and:
  - (A) exercises substantial responsibility, independent judgement and initiative with a detailed knowledge of complex office procedures;
  - (B) has and uses advanced skills and knowledge in the operation of complex equipment and procedures;
  - (C) resolves operational problems for staff and coordinates work within the school office, monitors work quality of those supervised and is responsible for those supervised;
  - (D) assists in planning future sectional/office-organisational or resources and equipment needs; and
  - (E) will have completed relevant post-secondary training or have significant and substantial technical and procedural knowledge and skill which may be deemed by the Employer as being comparable with a diploma or certificate IV with relevant work experience, a certificate III with relevant and extensive work experience, or an equivalent combination of relevant experience and/or training. For the avoidance of doubt, a General Employee who, at the time of appointment to this level, was not required to have a Certificate IV or Diploma, will not later be required to obtain either qualification.

(iii) Indicative duties

A Level 6 General Employee within this occupational stream may perform the following indicative duties:

- supervision and management of General Employees at a lower level including overseeing their recruitment, work allocation, professional development, performance appraisal and training;
- responsibility for the secretarial and/or financial administration of the school office;
- preparation of the school budget;
- overseeing the preparation of monthly finance accounts/ GST reports, school fee billing --and payment and recovery of school fees, and managing cash management accounts;
- supervising the operations of the school office and other administrative activities, in the area of enrolment, equipment and statistical returns;
- providing executive support to senior staff and associated school committees;
- providing advice requiring knowledge of policies and/or the interpretation of rules or regulations within area of operation;
- applying inventory and purchasing control procedures;
- initiating and handling correspondence, which may include confidential correspondence;
- overseeing enrolment processes and maintenance of student database;
- coordinating school functions and events;
- assisting with the induction of new staff including casual Teachers;
- coordinating the planning of the school's ICT infrastructure, equipment and applications in order to meet emerging and long term needs;
- overseeing the maintenance of the school's ICT infrastructure;



- making recommendations regarding school ICT issues, practices and opportunities; and
  - developing and review of school ICT policies and procedures
- (iv) Examples of positions which typically fall under this level include: senior school secretary, executive assistant, financial secretary (however named), Principal's secretary and ICT senior officer.

## 15.5 CLASSROOM AND LEARNING SUPPORT SERVICES STREAM

An Employee engaged in the Classroom and Learning Support Services Stream will be classified at one of the following levels:

### (a) CLASSROOM AND LEARNING SUPPORT SERVICES – LEVEL 3

- (i) A Classroom and Learning Support Services - Level 3 position is intended to be a role with a limited scope of duties which does not constitute the work of a Classroom and Learning Support Services Level 4 position. A Classroom and Learning Support Services - Level 3 employee:
- (A) performs a limited range of tasks and roles;
  - (B) works within routines, methods and procedures;
  - (C) is provided with routine supervision of straightforward tasks; and
  - (D) is not required to have formal qualifications or work experience upon engagement.
- (ii) Indicative duties

A Level 3 General Employee within this occupational stream may perform the following indicative duties:

- basic care of flora and fauna;
- shopping;
- toileting, other than assisted toileting of high needs students;
- non-education related excursion preparation;
- setting up of rooms for exams or displays;
- basic assistance to other classroom support services employees in food preparation for food technology classes;

- checking books in and out; and
- unpacking, checking and sorting of gear.

(iii) Examples of positions which typically fall under this level include: School Aide.

(b) CLASSROOM AND LEARNING SUPPORT SERVICES - LEVEL 4

(i) A Classroom and Learning Support Services - Level 4 position is one where the General Employee ordinarily performs work above and beyond the skills of a Level 3 position, and:

- (A) applies knowledge with depth in some areas and a broad range of skills in a variety of roles and tasks;
- (B) uses discretion and judgement in planning and organising and achieving outcomes in time constraints;
- (C) works under general direction. General Employees at this level may work semi-autonomously and may be required to supervise other Classroom and Learning Support Services employees; and
- (D) performs duties that typically require a skill level which assumes and requires knowledge and training equivalent to completion of certificate III, or completion of year 12 or completion of certificate II, with relevant work experience.

(ii) Indicative duties

A Level 4 General Employee within this occupational stream may perform the following indicative duties:

- toileting, washing and dressing disabled or other students;
- travelling with students with a disability;
- assisting therapists in their work with students;
- carrying out individual programs of a self help nature that develop independent living skills in students;
- supervising students in non-teaching periods (including on excursions);
- supervising groups of students other than in a classroom situation, including taking responsibility for the library if no teacher librarian is present;

- undertaking playground supervision, where such a policy has been developed and approved by an Employer in accordance with **subclause 13.1**.
- assisting in teaching duties under the direction and general supervision of a Teacher, including assisting a Teacher with a small group of students in an area adjacent to that concurrently used by the responsible Teacher;
- under direction, taking students for their individualised teaching plans in specific areas, and reporting to Teachers on, and charting, student progress;
- taking part in case management meetings with Teachers;
- working in collaboration with a Teacher or group of Teachers in the implementation of learning and teaching strategies for an individual student, groups of students or class, including students with special needs and recognised disabilities, and gifted and talented students;
- researching reference material under the direction of a Teacher;
- assisting with the selection and preparation of teaching resources that meet student needs and interests;
- preparation of displays, charts, diagrams and models;
- receiving, issuing, distributing, stock-taking and safeguarding of teaching resources, goods, supplies, stores, materials and equipment, other than dangerous goods;
- monitoring expenditure on resources;
- providing technical assistance in the operation of a library, laboratory or technology centre;
- preparing descriptive cataloguing for library materials, supervising library circulation systems, answering reference and information enquiries, and providing guidance in the use of information systems;
- assembling and dismantling of, and carrying out minor maintenance on, equipment or teaching aids for demonstration or practical work;
- preparation of practical work for use in the classroom, including general and complex laboratory experiments;

- preparing simple chemical solutions and, under instruction, more complicated solutions;
- developing and using appropriate storage systems, including for dangerous and toxic substances consistent with material safety data sheets;
- specialised care of flora and fauna;
- assisting in the training of other Classroom and Learning Support Services Level 3 and 4 General Employees;
- interpreting for non-English-speaking students and Teachers, and interpreting within the school community (bi-lingual aides only); and
- assisting a Teacher to take a group of students for duties of a non-teaching nature involving skills in a language other than English (bi-lingual aides only).

(iii) Examples of positions which typically fall under this level include: school assistant, school support officer, learning support officer, Aboriginal education officer, home school liaison officer, integration aide, food technology assistant, art assistant, TAS assistant, music assistant, agriculture assistant, laboratory assistant, library/audio-visual assistant, book room assistant, bi-lingual aides and Teachers' aides.

(c) CLASSROOM AND LEARNING SUPPORT SERVICES - LEVEL 5

- (i) A Classroom and Learning Support Services - Level 5 position is one where the General Employee ordinarily performs work above and beyond the skills of a Level 4 position, and:
- (A) possesses knowledge of workplace procedures/ practices required by the Employer including a detailed knowledge of complex procedures relevant to the position;
  - (B) has responsibility for their own work, and where appropriate, the work of those who are supervised;
  - (C) resolves complex operational problems and coordinates work within a department of the school;
  - (D) assists in planning future department or school organisational needs; and
  - (E) performs duties that typically require a skill level which assumes and requires knowledge or training equivalent to either a diploma or certificate IV with relevant work experience, a certificate III with extensive work

experience, or an equivalent combination of relevant experience and/or training. For the avoidance of doubt, a General Employee who, at the time of appointment to this level, was not required to have a Certificate IV or Diploma, will not later be required to obtain either qualification.

(ii) Indicative duties

A Level 5 General Employee within this occupational stream may perform the following indicative duties:

- supervision and management of General Employees at a lower level including overseeing their recruitment, work allocation, professional development, performance appraisal and training;
- planning teaching programs in conjunction with Teachers;
- preparing reports for parents in conjunction with Teachers;
- providing in-service to Teachers in specific technical or other areas;
- planning and preparing, in conjunction with Teachers, student assessment and reporting and the preparation of student portfolios, including discussing student progress with Teachers;
- researching reference material for Teachers, and to support programmes for quality teaching and learning;
- maintaining budgetary information for one or more areas, such as kitchens, laboratories, libraries or workrooms;
- repairing equipment requiring technical knowledge and expertise;
- purchasing of resources in conjunction with a Teacher or other qualified member of staff;
- supervise travel training for a student with a mild intellectual disability; and
- providing specialist technical advice, direction and assistance in the employee's area of expertise using the application of knowledge gained through formal study/qualifications applicable to this level.

- (iii) Examples of positions which typically fall under this level include: senior school assistant, senior classroom support specialist, Teacher aide coordinator, professional assistant, Aboriginal education officer.

(d) CLASSROOM AND LEARNING SUPPORT SERVICES - LEVEL 5A

- (i) A Classroom and Learning Support Services - Level 5A position is one where a General Employee engaged as an Aboriginal education officer is appointed to a role that, in addition to the duties set out for Levels 4 or 5, involves community liaison, family support or integration of Aboriginal perspectives into the operation of the school.

- (ii) Indicative duties

A level 5A General Employee within this occupational stream may perform the following indicative duties: Support Aboriginal cultural awareness for all students with particular reference to Aboriginal students;

- Help maintain effective relationships between Aboriginal students, Aboriginal parents, the Aboriginal community and school staff; and
- Liaise with Principal and school staff on protocols for interacting with the Aboriginal community in relation to staff and Aboriginal students in the school and in Aboriginal education activities.

## 15.6 PROGRESSION

- (a) General Employees will typically commence on the first step of the classification level to which they are appointed.

Provided that the Employer will recognise comparable and relevant service performed by a General Employee with another Employer named in this Agreement when determining the commencement step for the General Employee.

- (b) General Employees will progress to the next step within that classification level upon the completion of 12 months of service with the Employer, provided that:
  - (i) step 4 within the Level 4 classification can only be accessed by General Employees in the Classroom and Learning Support Services stream. All other General Employees at Level 4 may only progress to step 3.

- (c) For the purpose of **paragraph 16.5(b)**, 12 months of service is defined as 12 months service, excluding unpaid leave, provided that where a full-time or part-time General Employee works four school terms in a given year such employee will be regarded as having worked 12 months.

#### 15.7 RECLASSIFICATION

- (a) A General Employee may apply for reclassification to a higher level.
- (b) Such application must be made in writing and should identify the grounds and reasons for reclassification, having reference to skills utilised, duties actually performed and the classification structure set out in **subclauses 15.3 to 15.5**.
- (c) Where an application is made by the General Employee in writing to the Employer for reclassification to a higher level, the Employer will determine the application within a reasonable period.
- (d) Reclassification to a higher level will take place from the first full pay period on or after the date the application was made.
- (e) The General Employee will be placed on the first step of the new level following reclassification.

## PART 6 - PAY AND ALLOWANCES

### 16. PAYMENT OF SALARY

#### 16.1 FORTNIGHTLY PAYMENTS

The salary or wage payable to an Employee will be payable fortnightly by electronic funds transfer into an account nominated by the Employee.

#### 16.2 OVERPAYMENTS/ UNDERPAYMENTS

Where the Employer becomes aware that payments have been made over or under the entitlements provided for in this Agreement, the Employer will investigate to establish the overpayment or underpayment and notify the Employee in writing of the basis of the overpayment or underpayment. If the parties are unable to reach agreement on the amount due or to be recovered or agreed repayment arrangements, either party may have recourse as provided in **Clause 41 - Dispute Resolution Procedures**.

#### 16.3 SALARY PACKAGING

- (a) The Employer may offer and an Employee may elect to receive the value of their annual remuneration as a combination of salary or wages (payable fortnightly) and benefits payable by the Employer. The total value of such salary, benefits, fringe benefits tax and employer administrative charge will equal the appropriate rate of pay prescribed for the Employee in this Agreement. Employees should seek their own independent financial advice before entering into such arrangements.
- (b) The Employer will determine the range of benefits available to the Employee and the Employee may determine the mix and level of benefits.
- (c) Any payment calculated by reference to the Employee's rate of pay and payable either:
  - (i) during employment; or
  - (ii) on termination of employment; or
  - (iii) on deathwill be at the rate prescribed by this Agreement.
- (d) where the Employer offers and an Employee elects to receive their annual remuneration as a combination of salary and wages (payable fortnightly) and additional superannuation the additional superannuation is payable to any eligible superannuation fund nominated by the Employee.



## 17. SALARIES FOR TEACHERS

### 17.1 SALARY PAYABLE

The minimum annual and equivalent fortnightly salaries payable to Teachers will be as set out in **Schedule A - Teachers' Salaries and Allowances – Table 1A Teachers' Salaries**.

The classification of the Teacher will be determined in accordance with **Clause 14 – Teachers - Standards Classification** of this Agreement.

The fortnightly rates in the tables have been calculated by multiplying the annual salary by 14 and dividing by 365, with the answer rounded to two decimal places.

### 17.2 ADDITIONAL SALARY INCREASES DURING THE LIFE OF THIS AGREEMENT

The annual salaries set out at Schedule A - **Teachers' Salaries and Allowances – Table 1A Teachers' Salaries** will be increased by 3% on the first full pay period on or after 1 January 2024 or such higher amount as required due to the operation of **Clause 3.4** of this Agreement.

### 17.3 PAYMENT OF PART-TIME, PART-TIME TEMPORARY AND CASUAL TEACHERS

- (a) A part-time Teacher, including a temporary part-time Teacher, will be paid at the same rate as a full-time teacher with the corresponding classification, in accordance with the FTE load of the Teacher.
- (b) Where a part-time Teacher who teaches in a school located in the ACT agrees to a request to teach occasional periods beyond usual classes and in excess of normal duties, the Teacher will be paid for each period taught at the applicable part-time rate for their classification.
- (c) CASUAL TEACHERS
  - (i) The amount payable to a casual Teacher is set out in **Schedule A – Teachers' Salaries and Allowances - Table 1B Casual Rates**.
  - (ii) The rates in **Table 1B** will be further adjusted in accordance with the formula at **subparagraph 17.3(c)(iii)** if additional increases are applied to annual rates as provided for in **subclause 17.2**.
  - (iii) CASUAL RATES FOR TEACHERS

The rates for a casual Teacher have been calculated by taking the appropriate annual rate in **subclause 17.1**, dividing by 203 in the case of a daily payment or 406 in the case of a half-daily payment, and adding a 5% loading, rounded to two decimal places. The appropriate rates will be Conditionally Accredited Level 1, Conditionally Accredited Level 2, Band 1 (Graduate) or Band 2 (Proficient Teacher) Level 1, depending on the classification of the Teacher.

## 18. PROMOTION POSITIONS FOR TEACHERS

This clause provides for minimum conditions in respect of promotion positions for Teachers.

### 18.1 STRUCTURE OF PROMOTION POSITIONS

- (a) The Principal after consultation and agreement with the CSBB Central Office will determine the structure of promotion positions having regard to the allocated promotion points, the needs of the School and employer practice.
- (b) A School's entitlement to promotion points in any year is determined by that school's official enrolment as determined by the previous year's census figure.
- (c) Changes to the structure of promotion positions will only be introduced after vacancies occur by way of movement of Teachers or expiration of existing appointments. As part of restructuring no Teacher will be forced to relinquish a promotion position to create such a vacancy.
- (d) Where a Principal after consultation and agreement with the CSBB Central Office varies the promotions structure in the school and this variation affects a current incumbent of a promotion position then notice of at least one term must be given to those affected by the alteration of promotions structure and **Clause 41 – Dispute Resolution Procedures** may apply.

### 18.2 ALLOCATION OF POINTS

Not including Assistant Principals or Religious Education Coordinators, the Employer will allocate a minimum number of points according to the following tables below:

#### PRIMARY SCHOOL PROMOTION POSITIONS

Primary Enrolments	Points
0-200	-
201-250	2
251-400	3
401-600	5
601-700	8
701-800	9
801+	11

## SECONDARY SCHOOLS PROMOTION POSITIONS

Secondary Enrolments	7 – 12	7 - 10	11 – 12	Multi Campus Schools
201 – 300		12		Determined on a case-by-case basis and negotiated with the Union - not less than the standard for the equivalent single campus school.
301 – 400	16	16		
401 – 500	20	16	18	
501 – 600	22	20	20	
601 – 700	26	22		
701 – 800	30			
801 – 900	32			
901 – 1000	34			
1001 – 1100	37			
1101 – 1200	40			
1201 – 1300	42			

### 18.3 COORDINATOR 1

- (a) A Coordinator 1 means a Teacher appointed to be responsible for or assist another Coordinator in one or more of the following areas:
- (i) the program of work in an area of curriculum;
  - (ii) pastoral care of a year group less than 120;
  - (iii) supervising a program of staff development;
  - (iv) induction and supervision of new Teachers;
  - (v) the application of learning and teaching research to classroom practice;
  - (vi) supervision and management of a particular extracurricular area within the school e.g. sport, outdoor education;
  - (vii) other appropriate duties as determined by the Principal, consistent with the above.

### 18.4 COORDINATOR 2

- (a) A Coordinator 2 means a Teacher appointed to be responsible for:
- (i) coordination of the program of work in area(s) of curriculum over 2000 hours and less than 4000 hours per annum;
  - (ii) coordination of pastoral care in a year group of more than 120;
  - (iii) other appropriate duties as determined by the Principal, consistent with the above.

### 18.5 COORDINATOR 3

- (a) A Coordinator 3 means a Teacher appointed to be responsible for:
  - (i) coordination of all curriculum areas within the school;
  - (ii) providing support and supervision for those responsible for the coordination of KLAs within the school;
  - (iii) coordination of the whole school pastoral care program;
  - (iv) other appropriate duties as determined by the Principal, consistent with the above.

### 18.6 SALARIES AND ALLOWANCES FOR PROMOTION POSITIONS

- (a) The minimum annual rate of salary or allowances (and equivalent fortnightly amounts) payable to Teachers appointed to promotion positions are set out in **Schedule A - Teachers' Salaries and Allowances – Table 1C**:

The fortnightly rates in the Tables have been calculated by multiplying the annual salary or allowance by 14 and dividing by 365, with the answer rounded to two decimal places.

The rates in **Table 1C** may be increased in accordance with **subclause 3.4** of this Agreement.

- (b) Where an allowance is payable, the allowance will be in addition to the salary payable to the Teacher.

### 18.7 ACTING APPOINTMENTS

If an Employer appoints a Teacher to act in a promotion position for ten or more consecutive school days, the Employer must pay the Teacher the rate of allowance or salary prescribed for that position.

### 18.8 APPOINTMENT ON MERIT

All appointments will be made on the basis of merit and suitability and in accordance with documented Employer selection and appointment procedures and will normally and appropriately be advertised. Upon appointment, a Teacher will be informed of professional expectations and duties.

### 18.9 MINIMUM NUMBER OF PROMOTION POSITIONS

- (a) The position of Assistant Principal will be appointed where the enrolment at the previous year's census date in a Secondary Department exceeds 200 students or in a Primary Department where the enrolment at the previous year's census date exceeds 100 students. Provided that an Assistant Principal need only be appointed in a Primary Department where the school only consists of a Primary Department or the Primary Department of the school is at a different location from the Secondary Department.

- (b) The minimum number of promotion positions required to be appointed will be as set out in **subclause 18.2** above.

Provided however;

- (i) Where there is a programme of work in an area of instruction (including curriculum sporting instruction) in a Secondary Department the hours of which do not exceed 2000 hours per annum, a Coordinator 2 will be appointed to coordinate such area of instruction.
- (ii) In determining an area of instruction, an Employer may aggregate two or more subjects to comprise an area of instruction, provided that the total hours aggregated do not exceed 4000 hours per annum.
- (iii) Where hours per week exceed 4000 hours per annum, the area of instruction will attract the equivalent of a Coordinator 3. There is no requirement to appoint a Coordinator 3 as such; the position may be filled by appointing a Coordinator 2 assisted by a Coordinator 1.

#### 18.10 PERIOD OF APPOINTMENT

- (a) Teachers who are being offered their first 2 or 3 point Coordinator appointment by the Employer will be offered an initial two year contract. Subsequent appointments, whether in the same school as the initial appointment or in a new school, are for three years.
- (b) Teachers who are being offered their first 1 point Coordinator appointment by the Employer for on-going roles will be offered an initial two year contract. Subsequent appointments, whether in the same school as the initial appointment or in a new school, are for three years.
- (c) Teachers who are being offered a 1 point Coordinator appointment by the Employer for a short-term role or a role that may not continue longer than one year (for example, due to specific programs) will be offered an initial one year contract. Subsequent appointments will also be for one year.

#### 18.11 APPOINTMENT

All Teachers appointed to promotion positions will receive a letter of appointment confirming the duration of the appointment and will be inducted into the position in accordance with Employer practice.

#### 18.12 RELIGIOUS EDUCATION CO-ORDINATORS (REC)

Allowances for Religious Education Co-ordinators are set out in **Table 1C3** of this Agreement.

## 19. ALLOWANCES AND EXPENSE RELATED ENTITLEMENTS FOR TEACHERS

### 19.1 TRAVEL EXPENSES

When a Teacher, in the course of their duty, is required to travel to any place away from their usual place of employment, they must be paid reasonable expenses actually incurred.

### 19.2 TRAVEL ALLOWANCE

- (a) A Teacher required by the Employer to use their own motor vehicle in the performance of duties will be paid an allowance as set out in **Schedule A – Teachers’ Salaries and Allowances – Table 1E**.
- (b) The allowance will be calculated on a daily basis.
- (c) Where a Teacher is required to travel from their home to a location other than their usual place of employment, the Teacher is entitled to be paid the allowance for all kilometres travelled to and from such other work location, subject to:
  - (d) in the case of a Teacher who normally travels to work in their own motor vehicle, a deduction of the kilometres normally travelled to and from their usual place of employment on that day; or
  - (e) otherwise, a deduction of the usual costs of the Teacher’s journey to and from the usual place of employment (e.g. public transport fares), but only to the extent that such usual costs have not also been incurred in respect of that day.

### 19.3 PAYMENT FOR SUPERVISION OF STUDENT TEACHERS

Where supervision of the teaching of a student teacher is required as a part of a Teacher’s duty, the Teacher will receive all payments made by the student teacher’s training institution for such supervision.

### 19.4 SPECIAL EDUCATION TEACHER ALLOWANCE

Teachers appointed to teach classes of students with a disability will be paid in addition to the applicable salary, an allowance as set out in **Schedule A – Teachers’ Salaries and Allowances – Table 1D**.

## 20. RATES OF PAY FOR GENERAL EMPLOYEES

### 20.1 UNAVERAGED RATE- GENERAL EMPLOYEES WHO WORK 48 WEEKS PER YEAR

- (a) General Employees who are required to work 48 weeks per year will be paid the applicable annual rate for their classification as set out in **Schedule B – General Employees’ Rates of Pay and Allowances – Table 2A - General Employees - Unaveraged Annual Rate of Pay (48 weeks per year)**.
- (b) Corresponding weekly rates, calculated by dividing the applicable annual rate by 52.14 and rounding to two decimal places, are set out in **Schedule B – General Employees’ Rates of Pay and Allowances – Table 2B - General Employees - Unaveraged Weekly Rate of Pay (48 weeks per year)**.
- (c) Hourly rates, calculated by dividing the weekly rate by 38, then rounding to two decimal places, are set out in **Schedule B – General Employees’ Rates of Pay and Allowances – Table 2C - General Employees - Unaveraged Part-time Hourly Rate of Pay (48 weeks per year)**.
- (d) Casual rates, calculated by adding a loading of 25% to the hourly rate, and rounding to two decimal places are set out in **Schedule B – General Employees’ Rates of Pay and Allowances – Table 2F - General Employees - Casual Rates of Pay**.
- (e) This casual rate includes compensation for annual leave under the Act.

### 20.2 AVERAGED RATE OF PAY - GENERAL EMPLOYEES WHO WORK LESS THAN 48 WEEKS PER YEAR

- (a) General Employees who work less than 48 weeks per year will be paid an ‘averaged’ rate of pay in accordance with this subclause and receive their applicable annual rate in equal weekly instalments throughout the year.
- (b) Where the General Employee works school terms only, the minimum averaged weekly rate of pay for a full-time General Employee will be rounded to:

$$0.9 \times W$$

Where:

W = the weekly rate of pay for full-time General Employees required to work 48 weeks per year as set out in **Schedule B – General Employees’ Rates of Pay and Allowances – Table 2B - General Employees - Unaveraged Weekly Rate of Pay (48 weeks per year)**.

- (c) Minimum averaged weekly rates calculated on this basis are set out in **Schedule B – General Employees’ Rates of Pay and Allowances – Table 2D General Employees - Averaged Weekly Rate of Pay (School Terms Only)**.

- (d) Corresponding hourly rates, calculated by dividing the averaged weekly rate by 38, then rounding to two decimal places, are set out in **Schedule B – General Employees’ Rates of Pay and Allowances – Table 2E - General Employees - Averaged Hourly Rate of Pay (School Terms Only)**.
- (e) Notwithstanding **paragraph 20.2(b)** above, if a General Employee works more than school terms, but less than 48 weeks per year, the following provisions will apply:

the minimum weekly rate of pay for a full-time General Employee will be determined using the following formula:

$$\frac{(N + 11)}{240} \times W$$

Where:

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W = the weekly rate of pay for full-time General Employees required to work 48 weeks per year as set out in **Schedule B – General Employees’ Rates of Pay and Allowances – Table 2B - General Employees - Unaveraged Weekly Rate of Pay (48 weeks per year)**

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N = the number of days worked per year, provided that:

N cannot be less than the number of school days in that school, and will, for the purposes of applying this formula only, be deemed to be not less than 205 days

The value of N does not include the days paid at a casual rate in **Clause 28 - Work During Pupil Vacation Periods for General Employees**;

N excludes public holidays; and

N cannot exceed 229 and if it does the General Employee will not be paid an averaged rate and instead receive the unaveraged rate in accordance with **subclause 20.1**.

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- (i) Corresponding hourly rates can be determined by dividing the applicable averaged weekly rate determined in accordance with this formula by 38, rounded to two decimal places.
- (f) Where a General Employee is receiving an averaged rate of pay in accordance with this subclause, this rate will be the appropriate rate for all purposes, except the calculation of casual and overtime rates of pay, in which case the unaveraged rates in **Schedule B – General Employees’ Rates of Pay and Allowances – Table 2C - General Employees - Unaveraged Part-time Hourly Rate of Pay (48 weeks per year)** will be used.



### 20.3 PAYMENT FOR PART TIME AND CASUAL GENERAL EMPLOYEES

- (a) Part-time General Employees will be paid, for each hour worked during ordinary time, the applicable hourly rate as set out in:
  - (i) **Schedule B – General Employees’ Rates of Pay and Allowances – Table 2C - General Employees - Unaveraged Part-time Hourly Rate of Pay (48 weeks per year);**
  - (ii) **Schedule B – General Employees’ Rates of Pay and Allowances – Table 2E - General Employees - Averaged Hourly Rate of Pay (School Terms Only);**
  - (iii) in the case of General Employees who work school terms or only; or
  - (iv) Such other rate as determined in accordance with **subparagraph 20.2(e)(i)**.
- (b) Casual General Employees will be paid, for each hour worked, the applicable hourly rate set out in **Schedule B – General Employees’ Rates of Pay and Allowances – Table 2F – General Employees - Casual Rates of Pay**.
- (c) Part-time and casual General Employees must be paid for a minimum of three hours for each start.
- (d) Notwithstanding **paragraph 20.3(c)**, a minimum two hour start may apply to General Employees (other than those in the School Operational Services stream) where such a General Employee:
  - (i) is performing work in a specific funded program, such as integration programs, ESL, new arrivals programs or like programs;
  - (ii) is performing work in relation to tube feeding or dispensing medicine and work for a minimum three hours is not required and/or funded; or
  - (iii) is performing work in relation to traffic control or assisting a disabled student to alight from, or board, a bus.
- (e) Notwithstanding **paragraph 20.3(c)**, a minimum two hour start will apply to cleaners and bus drivers, including for broken shifts.
- (f) Notwithstanding **paragraphs 20.3(c), (d) and (e)**, the Employer and General Employee may implement a shorter minimum period of engagement, by way of an Individual Flexibility Arrangement, as set out in **Clause 5 – Individual Flexibility Arrangement**, to suit the particular needs of the Employer and the General Employee.

#### 20.4 MIXED FUNCTIONS AND HIGHER DUTIES

- (a) A General Employee may be employed to perform work at different classification levels (including work performed within different occupational streams) on either a temporary or ongoing basis.
- (b) Where the requirement to work at different levels is temporary and is for more than one day and has been expressly authorised by the Employer, the General Employee must be paid at the higher level for the whole period during which work at the higher level is performed.
- (c) Where the requirement to work at different levels is ongoing, the General Employee must be informed in writing of the days and hours they will perform work at different levels and be paid the appropriate hourly rate applicable to the each of the positions.
- (d) An Employer may direct a General Employee to carry out such duties as are within the limits of the Employee's skill, competence and training consistent with the classification of the Employee's position, provided that.
  - (i) such duties are not designed to promote de-skilling;
  - (ii) the General Employee has been properly trained in the use of any required tools or equipment;
  - (iii) the direction is consistent with the Employer's responsibility to provide a safe and healthy working environment; and
  - (iv) if the duties are those attaching to a lower level, the General Employee has the competence to perform those duties.
- (e) General Employees covered by this Agreement will also perform work that is incidental or peripheral to their main tasks or functions.

## 21. ALLOWANCES AND RELATED EXPENSES FOR GENERAL EMPLOYEES

### 21.1 MEAL ALLOWANCE

Where a General Employee is required to work more than two hours of overtime after the completion of five hours work, the Employer will provide the General Employee with a suitable meal or a meal allowance as set out in **Schedule B – General Employees’ Rates of Pay and Allowances – Table 2G - Allowances for General Employees.**

### 21.2 FIRST AID ALLOWANCE

- (a) A General Employee will be paid a first aid allowance as set out in **Schedule B – General Employees’ Rates of Pay and Allowances – Table 2G - Allowances for General Employees** when they:

- (i) are required by their Employer to perform first aid duty;
- (ii) have been trained to render first aid; and
- (iii) hold current and appropriate first aid qualifications, such as a certificate from the St John Ambulance or similar body,

Provided that if the General Employee is employed as such on a part-time basis, they will instead receive the applicable daily rate set out in that Table.

- (b) A General Employee who is paid a first aid allowance may also be called on to dispense medication to students, or to supervise students who self-administer medication.
- (c) The first aid allowance is payable to General Employees during both term and non- term time, provided that it is not payable for the duration of any period of leave greater than 4 weeks that has been applied for and taken by an Employee.

### 21.3 HEALTH CARE PROCEDURES ALLOWANCE

- (a) A General Employee who is required by an Employer from time to time to perform, or supervise, health care procedures on students of the school will be paid an allowance in accordance with **Schedule B – General Employees’ Rates of Pay and Allowances – Table 2G - Allowances for General Employees.** If the General Employee is employed on a part-time basis, they will instead receive the applicable daily rate set out in that Table.

- (b) All health care procedures will be in accordance with a medical plan developed by the student's treating practitioner and provided to the Employer from the pupil's parent(s)/guardian(s)/caregiver(s). For the purposes of this allowance a health care procedure means any one of the following:
  - (i) Tube feeding - This includes feeding via a gastrostomy or nasogastric tube but does not include tube insertion.
  - (ii) Suctioning - This includes shallow suctioning including removal of secretions from the mouth, nose or around the tracheotomy tube. This does not include tracheotomy tube changes.
  - (iii) Assisted toileting - This includes assisting with self-catheterisation or catheter drainage equipment (urethral or suprapubic) and aerating/emptying a colostomy bag. Provided that General Employees will not be required to conduct the insertion of an indwelling urinary catheter.
- (c) This allowance is only paid when:
  - (i) Such procedures and/or supervision is required by the Employer; and
  - (ii) The General Employee is on duty.
- (d) A General Employee who receives this allowance may also be called upon to dispense medication to students or supervise a student who self-administers medication.

#### 21.4 TRAVEL EXPENSES

When a General Employee, in the course of their duty, is required to travel to any place away from their usual place of employment, they will be paid reasonable expenses actually incurred.

#### 21.5 TRAVEL ALLOWANCE

- (a) A General Employee required by the Employer to use their own motor vehicle in the performance of duties will be paid an allowance as set out in **Schedule B – General Employees' Rates of Pay and Allowances – Table 2G – Allowances for General Employees.**
- (b) The allowance will be calculated on a daily basis.
- (c) Where a General Employee is required to travel from their home to a location other than their usual place of employment, the General Employee is entitled to be paid the allowance for all kilometres travelled to and from such other work location, subject to:

- (i) in the case of a General Employee who normally travels to work in their own motor vehicle, a deduction of the kilometres normally travelled to and from their usual place of employment on that day; or
- (ii) otherwise, a deduction of the usual costs of the General Employee's journey to and from the usual place of employment (e.g. public transport fares), but only to the extent that such usual costs have not also been incurred in respect of that day.

#### 21.6 TRAVELLING TIME

If a General Employee, in the course of their duty, is required to go to any place other than their usual place of employment and the travel is outside of their ordinary hours of work, the General Employee will be paid their ordinary rate for half the time spent travelling which is in excess of the time it takes to travel from their home to their usual place of employment.

#### 21.7 UNIFORM, PROTECTIVE CLOTHING AND LAUNDRY ALLOWANCE

- (a) A General Employee will be provided with any uniform, protective clothing or equipment required for their work. All uniforms, protective clothing and equipment supplied by the Employer to the General Employee must be returned upon termination of employment.
- (b) In the event of a General Employee being required to wear a uniform the General Employee will be paid an amount as set out in **Schedule B – General Employees' Rates of Pay and Allowances – Table 2G - Allowances for General Employees.**

#### 21.8 BROKEN SHIFT ALLOWANCE

A General Employee performing the work of a Bus Driver or Cleaner who is required to work a broken shift as provided for in **subclause 27.4 - Broken Shifts** will be paid a broken shift allowance as set out in **Schedule B – General Employees' Rates of Pay and Allowances – Table 2G - Allowances for General Employees** for each period of duty, with a maximum of two payments per day.

#### 21.9 OVERNIGHT SCHOOL CAMPS – CLASSROOM & LEARNING SUPPORT STAFF ONLY

- (a) The provisions of this subclause apply to Classroom & Learning Support Staff only and where an Employer requires a General Employee to supervise and assist students on an overnight school camp, or where a General Employee agrees to attend an overnight school camp.
- (b) Where an Employer requires a General Employee to work on a school camp, the Employer must provide the General Employee with at least 4 weeks' notice, unless the General Employee volunteers for this task or there is otherwise mutual agreement between the Employer and the General Employee.

- (c) A General Employee may refuse to attend an overnight school camp where the requirement is unreasonable having regard to the General Employee's personal circumstances, including any family and carer responsibilities.
- (d) A General Employee will be paid a camp attendance allowance of \$54 per night for each night the Employee is required to sleepover at the overnight school camp.

## 22. APPRENTICES

22.1 This Agreement incorporates the provisions of Schedule D to the Educational Services (Schools) General Staff Award 2020 as in force from time to time, provided that:

- (a) the wage rates will be calculated in accordance with **subclauses 22.2 and 22.3** using the rates of pay contained in this Agreement; and
- (b) apprentices will be entitled to all other terms and conditions of employment under this Agreement.

22.2 An apprentice, other than an adult apprentice, will be paid a percentage of the annual rate of pay applicable to a Level 3.1 General Employee as provided below:

YEAR OF APPRENTICESHIP	% OF LEVEL 3.1 GENERAL EMPLOYEE ANNUAL RATE OF PAY
First Year	55
Second Year	65
Third Year	75
Fourth Year	90

22.3 An adult apprentice will be paid either the Level 1 rate of pay or the rate prescribed by **subclause 22.2**, whichever is the higher. An adult apprentice will progress through the steps within the applicable level in accordance with **subclause 15.6**.

## 23. SUPPORTED WAGE

This Agreement incorporates the provisions of Schedule E to the Educational Services (Schools) General Staff Award 2020 as in force from time to time, provided that:

- (a) the supported wage rates will be calculated using the rates of pay contained in this Agreement instead of the minimum wage rates provided under the Award; and
- (b) the Employee will be entitled to all other terms and conditions of employment under this Agreement.



## 24. NATIONAL TRAINING WAGE

A General Employee employed on a national training wage will have their employment conditions regulated by **Annexure C - National Training Wage**.

## 25. SUPERANNUATION

### 25.1 DEFINITIONS

For the purposes of this clause:

(a) “Basic Earnings” means:

the minimum annual rate of salary/wage prescribed from time to time for the Employee by **Clause 17 - Salaries for Teachers, and Clause 20 - Rates of Pay for General Employees;**

in the case of Teachers, allowances pursuant to **Clause 18 - Promotion Positions for Teachers, subclause 19.4,** and an allowance payable in respect of a promotion position pursuant to an Annexure; and

in the case of General Employees, allowances pursuant to **subclauses 21.2, 21.3, and 21.8;**

the amount of any payment made to the Employee pursuant to **Clause 32 - Salary Adjustment Formula and Student Vacation Periods,** and **Clause 39 Termination of Employment;** and

any other payment that is ‘ordinary time earnings’ (OTE) as defined in **subsection 6(1) of the Superannuation Guarantee (Administration) Act 1992 (SGAA).**

(b) “Fund” means:

(i) NGS Super or successor

(ii) Catholic Super or successor

(iii) any other superannuation fund approved in accordance with the Commonwealth’s operational standards for occupational superannuation funds which the Employee is eligible to join and which is approved by the Employer as a fund into which an Employee of that Employer may elect to have the Employer pay contributions made pursuant to this Agreement in respect of that Employee; and

(iv) an Employee’s existing superannuation fund (stapled super fund),

(v) provided that, if offered as a default Fund, the Fund offers a MySuper product.

## 25.2 BENEFITS

- (a) The Employer will, in respect of each Employee employed by the Employer, and subject to the provisions of **subclause 25.4**, pay superannuation contributions into the Fund nominated by the Employee, a stapled fund or such other Fund as set out in **paragraph 25.1(b)** by applying the relevant “Charge Percentage” as set out in **Section 19 of the SGAA, to the Employee’s Basic Earnings**.
- (b) Any future increases to the charge percentage rate prescribed by the SGAA will take effect at the date of commencement of any such increase.
- (c) Where a new Employee commences employment with the Employer, the Employer will advise the Employee in writing of the Employee’s superannuation entitlements under this Agreement and of the available Funds, including NGS Super within two weeks of the date of commencement of employment. The Employee will advise the Employer in writing of their choice of Fund. If the Employee does not nominate a Fund, and does not have a stapled super fund, the Employer may nominate a default Fund.

## 25.3 TRANSFERS BETWEEN FUNDS

If an Employee is eligible to belong to more than one Fund, the Employee will be entitled to notify the Employer that the Employee wishes the Employer to pay contributions in respect of the Employee to a new Fund. The Employer will only be obliged to make such contributions to the new Fund where the Employer has been advised in writing:

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

## 25.4 EXCEPTIONS

The Employer will not be required to make contributions under this Agreement in respect of an Employee who:

- (a) For any period the employee is absent from their employment without pay,  
or
- (b) is otherwise referred to in **section 27 of the SGAA**.

## PART 7 - HOURS OF WORK

### 26. HOURS OF WORK FOR TEACHERS

26.1 This Agreement supplements the NES that deals with maximum weekly hours. The ordinary hours of a Teacher may be averaged over a twelve month period.

#### 26.2 CO-CURRICULAR ACTIVITIES

The parties recognise that all Teachers are expected to participate in co-curricular activities integral to the school's program.

## 27. HOURS OF WORK FOR GENERAL EMPLOYEES

### 27.1 ORDINARY HOURS OF WORK

- (a) The ordinary hours of work, of a full-time General Employee exclusive of meal breaks will not, without the payment of overtime, exceed 38 per week (or 76 hours rostered over a fortnight).
- (b) The ordinary hours of work will be worked on no more than five days out of seven between the hours of 7.00am and 6.00pm Monday to Friday inclusive and between the hours of 7.30am and 12 noon on a Saturday.
- (c) Notwithstanding **paragraph 27.1(b)**, the ordinary hours for a General Employee performing the work of a Cleaner will be worked between the hours of 6.00am and 8.00pm Monday to Friday inclusive.
- (d) The parties to this Agreement acknowledge that there may be circumstances where an individual General Employee would prefer to work outside the prescribed ordinary span of hours. In these circumstances, the Employee's span of ordinary hours may be changed by way of an individual Flexibility Arrangement, as set out in **Clause 5 - Individual Flexibility Arrangement**. Work performed within the revised span of hours will not attract overtime rates.
- (e) The Employer will fix the General Employee's ordinary hours of work and the ordinary time of meal breaks. This will be displayed in a conspicuous place accessible to the Employee or in their contract of employment. A General Employee's hours of work will not be changed without payment of overtime for work done outside the fixed hours, unless seven days notice has been given, or a lesser period where there is mutual agreement by the Employer and General Employee.

### 27.2 PART-TIME GENERAL EMPLOYEES

- (a) The span of ordinary hours of work will be the same as those worked by full-time General Employees as provided in **subclause 27.1** provided that the ordinary hours of work will not exceed 8 hours per day, exclusive of meal breaks.
- (b) Part-time General Employees who work additional hours will be paid at the casual rate of pay applicable to the General Employee's position, provided that overtime rates will instead be payable in respect of any:
  - (i) hours worked outside the span of ordinary hours;
  - (ii) hours that are worked in excess of eight hours per day; and
  - (iii) hours that are worked in excess of 38 hours per week.

### 27.3 CASUAL GENERAL EMPLOYEES

The span of ordinary hours of work for casual General Employees will be the same as those worked by full-time General Employees and set out in **subclause 27.1**.

### 27.4 BROKEN SHIFTS

- (a) A General Employee employed as a Bus Driver or Cleaner may be rostered to work ordinary hours in a broken shift, comprising of two periods of duty per day (exclusive of meal breaks), with a minimum of two hours for each period of duty.
- (b) The maximum spread between the start of the first period of duty and the cessation of the second period of duty is 12 hours. Any hours in excess of these 12 hours will be paid as overtime.
- (c) General Employees working a broken shift will receive payment of the broken shift allowance as set out in **subclause 21.8**.

## 28 WORK DURING PUPIL VACATION PERIODS FOR GENERAL EMPLOYEES

28.1 General Employees who are not engaged to work for 48 weeks per year and who receive an averaged rate of pay in accordance with **subclause 20.2** may be required by the Employer to undertake additional occasional work during pupil vacation periods. Unless otherwise agreed by the Employer and General Employee, the additional occasional work during pupil vacation periods will not exceed seven days per school year.

28.2 Where an Employer requires that work be performed during pupil vacation periods pursuant to **subclause 28.1** the following will apply:

- (a) the Employer will give the General Employee four term weeks written notice of the requirement to work during the pupil vacation period;
- (b) the notice will specify the time the General Employee is to work during the pupil vacation period;
- (c) the General Employee will not be required to work on days other than their normal working days per week and their normal working hours on those days;
- (d) the General Employee will not be required to work during the period of their four weeks of annual leave which, unless otherwise agreed, will typically be taken in a consecutive period during the school summer vacation. Public holidays extend the actual period of time off work during the December/January closedown;
- (e) Notwithstanding the above, a General Employee may agree to waive the conditions found in **paragraphs 28.2(a), (b), (c) or (d)**.

28.3 PAYMENT FOR WORK DURING PUPIL VACATION PERIODS

- (a) Subject to **subclauses 28.1 and 28.2**, the General Employee will be paid for each day worked during a pupil vacation period at the appropriate casual rate for the General Employee's classification.
- (b) The casual rate will be in addition to the usual averaged rate of pay received by the General Employee per **subclause 20.2**.
- (c) If a General Employee is notified by the Employer in accordance with **subclause 28.2** and then not required to work on any day notified they will be paid at the appropriate part-time rate of pay for the General Employee's classification for that period(s), in addition to his or her ordinary pay.

#### 28.4 GENERAL EMPLOYEE HAS PRIOR COMMITMENTS

- (a) If a General Employee is unable to work during a particular week during a pupil vacation period because of family commitments or other activities planned during that week, the General Employee will give the Employer notice of their unavailability for that particular week. This should be given at the time the Employer advises of the requirement to work during the pupil vacation period.
- (b) If despite the notice of the General Employee's unavailability to work during one particular week in the pupil vacation period in accordance with **paragraph 28.4(a)**, an Employer still requires the General Employee to work during that particular week, discussions will be held between the Employer and the General Employee and/or their Union.

#### 28.5 WORK HEALTH AND SAFETY

A General Employee employed in the School Administrative Services or Classroom and Learning Support Services streams will not be required to be the only person present at the school. In the case of all other Employees, appropriate measures will be adopted by the Employer to ensure the health and safety of an Employee working alone on school premises during pupil vacation periods.



## 29. OVERTIME FOR GENERAL EMPLOYEES

### 29.1 REQUIREMENT TO PERFORM REASONABLE OVERTIME

- (a) This clause only applies to General Employees.
- (b) A General Employee may be required to perform reasonable overtime and must be paid at overtime rates for work performed either outside, or in excess of, the ordinary hours.
- (c) A General Employee may refuse to work overtime in circumstances where the working of such overtime would be unreasonable. What is unreasonable or otherwise will be determined having regard to:
  - (i) any risk to the General Employee's health or safety;
  - (ii) the General Employee's personal circumstances including any family and carer responsibilities;
  - (iii) the needs of the school;
  - (iv) the notice (if any) given by the Employer of the overtime, and by the General Employee of his or her intention to refuse it; and
  - (v) any other relevant matter.

### 29.2 OVERTIME RATES

- (a) A General Employee will be paid overtime for all authorised work performed outside of the ordinary hours of work, as provided in the relevant subclauses of **Clause 27 - Hours of Work of General Employees** as follows:

TIME WORKED	OVERTIME RATE
Monday-Friday	150% of the unaveraged ordinary hourly rate of pay for the first 2 hours and 200% of the unaveraged ordinary hourly rate of pay after that.
Midnight Friday to Midnight Sunday	200% of the unaveraged ordinary hourly rate of pay

- (b) In calculating overtime, each day's work will stand alone.
- (c) For work performed on Sunday a General Employee will be paid at the overtime rate calculated in accordance with **paragraph 29.2(a)** for a minimum payment of four hours' work.

### 29.3 MINIMUM BREAK BEFORE RESUMPTION OF DUTY

- (a) Wherever reasonably practicable, overtime will be arranged so that General Employees have at least ten consecutive hours off duty between the work of successive days.
- (b) A General Employee other than a casual General Employee who works so much overtime between the termination of their ordinary work on one day and the commencement of their ordinary work on the next day that they have not had at least ten consecutive hours off duty between those times will, subject to this subclause, be released after completion of such overtime until they have had ten consecutive hours off duty, without loss of pay, for ordinary working time occurring during such absence.
- (c) If, on the instruction of the Employer, a General Employee resumes or continues work without having had such ten consecutive hours off duty, they will be paid at double time rates until they are released from duty for such period and they then will be entitled to be absent until they have had ten consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.

### 29.4 TIME OFF INSTEAD OF OVERTIME PAYMENT

- (a) Where a General Employee has performed work on overtime, the General Employee may elect, with the consent of the Employer, to take time off in lieu of payment for overtime at a time or times agreed with the Employer within 12 months of the overtime being worked. Such election will be evidenced in writing and kept with time and wages records. Overtime worked in each pay period must be the subject of a separate agreement. The agreement must state the number of hours worked, that the Employee has agreed to take time off rather than be paid for the overtime and that the Employee may request at any time to be paid instead of taking time off, and that if the Employee so requests, the overtime will be paid in the next pay period following the request.
- (b) If the General Employee requests at any time to be paid for overtime covered by an agreement under **paragraph 29.4(a)** but not taken as time off, or if time off for overtime that has been worked is not taken within the period of 12 months mentioned in **paragraph 29.4(a)**, the Employer must pay the General Employee for the overtime in the following pay period, at the overtime rate applicable to the overtime when worked.
- (c) Overtime taken as time off during ordinary time hours will be taken at the ordinary time rate, that is, an hour for each hour worked, in respect of overtime worked between Monday and Friday inclusive.

- (d) Normal overtime rates for Saturday and Sunday as set out in **paragraph 29.2(a)** will typically apply for those days, provided that a General Employee may request that the Employer provide time off instead of payment of overtime equivalent to the number of hours of payment the Employee would have received had they been paid overtime for such work.
- (e) A General Employee may not accumulate more than 20 hours to be taken as leave in lieu of overtime payment.
- (f) A General Employee will be paid any outstanding time in lieu of overtime at the overtime rate applicable to the overtime when worked if the General Employee's employment terminates.

#### 29.5 RECALL TO WORK

- (a) A General Employee required to attend the Employer's premises or other location as required (except for the General Employee's residence) for a reason other than carrying out rostered duties after leaving the place of employment (whether notified before or after leaving the place of employment) will be paid a minimum of two hours' pay at the appropriate rate for each such attendance.
- (b) This subclause will not apply where a period of duty is continuous with the completion or commencement of ordinary working time (notwithstanding that the Employer may allow the General Employee a reasonable meal break before, during or after such attendance).

#### 29.6 MAKE UP TIME

A General Employee may elect, with consent of the Employer, to work make-up time under which the General Employee takes time off during ordinary hours, and works those hours at a later time, during the spread of ordinary hours provided in this Agreement, at the ordinary rate of pay.

## 30. MEALS AND REST BREAKS

### 30.1 MEAL BREAK FOR TEACHERS

A Teacher who works more than half a school day is entitled to at least one uninterrupted 30-minute meal break during the school day. However, an Employer may propose, and an affected Teacher may agree to, an alternative arrangement (specified in writing). Such alternative arrangement cannot be implemented if the affected Teacher does not agree, and any such agreement will only be effective for that school year.

### 30.2 MEAL BREAK FOR GENERAL EMPLOYEES

- (a) Subject to **paragraph 30.2 (b)**, a General Employee who works four hours or more is entitled to a meal break, of not less than 30 minutes and not more than one hour, free of duties, which will be taken no later than five hours after commencing work. Such meal break will not be counted as time worked and is unpaid.
- (b) Provided that a General Employee who works between four hours and not more than five hours may elect, but not be required, to take a meal break in accordance with **paragraph 30.2 (a)**.

### 30.3 REST BREAK FOR GENERAL EMPLOYEES

A General Employee who works three hours or more in a day will be entitled to a paid rest break of ten minutes, which will be counted as time worked and taken at a time suitable to the Employer.

## PART 8 - LEAVE

### 31. ANNUAL LEAVE

#### 31.1 ENTITLEMENT

All Employees (other than Casual Employees) are entitled to four weeks of paid annual leave for each year of service. An Employee's entitlement to paid annual leave accrues progressively during the school year according to the Employee's ordinary hours of work, and accumulates from year to year.

#### 31.2 TAKING OF LEAVE

- (a) Teachers are required to take annual leave in a consecutive period at the commencement of the school summer vacation each year.
- (b) General Employees are ordinarily required to take annual leave in a consecutive period at the commencement of the school summer vacation, except where the Employer and the General Employee agree in writing to the contrary.
- (c) Annual leave is exclusive of public holidays (in accordance with **Clause 33 – Public Holidays**).
- (d) Annual leave must be re-credited in accordance with the Act. The Employer may direct that, in the case of a Teacher, any re-credited leave be taken during non-term weeks.

#### 31.3 ANNUAL LEAVE LOADING

- (a) An Employee is entitled to annual leave loading of 17.5%, which is in addition to the annual leave payment owed to the Employee.
- (b) Annual leave loading is automatically paid to an Employee as soon as practicable after the first full pay period on or after 1 December each year, and is based on the Employee's ordinary hourly rate of pay as at 1 December (including promotion positions and Special Education Teacher allowances paid to a Teacher), but excluding overtime and other non-salary payments. Where an Employee has been employed continuously since the school service date, the payment of annual leave loading on 1 December is on the basis that the Employee has completed a full year of service with the Employer.
- (c) Where the employment of an Employee is terminated for any reason and at the time of termination the Employee has not been given and has not taken the whole of the annual leave to which they are entitled, they will be paid a loading calculated in accordance with this subclause for the period not taken.

## 32. SALARY ADJUSTMENT FORMULA AND STUDENT VACATION PERIODS

32.1 This clause applies only to Teachers, and General Employees who receive an averaged salary in accordance with **subclause 20.2**.

32.2 This clause provides for the payment of Employees during student vacation periods, in the circumstances where an Employee has:

- (a) commenced employment after the commencement of the School Year or terminated employment;
- (b) taken leave without pay of greater than 20 pupil days during the School Year; or
- (c) experienced a variation in FTE load or hours of work during the School Year.

The payment provided in this clause includes entitlements to Annual Leave under the relevant provisions of the Act. In all other circumstances an Employee will be paid their ordinary pay throughout each week of the student vacation periods.

### 32.3 SCHOOL YEAR

For the purposes of this clause a School Year commences on the first day of Term 1 and concludes on the day immediately before the first day of Term 1 in the next school year.

### 32.4 HOURS BASED CALCULATIONS FOR TEACHERS

For the purposes of this clause only:

- (a) Full-time Teachers will be deemed to work 38 hours per week, and part-time Teachers will be deemed to work a proportionate amount. For example a 0.2 FTE Teacher will be deemed to work 7.6 hours per week. For the purposes of accumulating and receiving payment during student vacation periods, each half day worked by, or paid to, a Teacher will be deemed to be equivalent to 3.8 hours;
- (b) The applicable hourly rate of pay for a Teacher will be calculated by dividing the applicable fortnightly rate of pay, as set out in **subclause 17.1**, by 76.

### 32.5 CALCULATION OF ENTITLEMENT

Each Employee will accumulate payment for Student Vacation Periods (their “SVP Balance”) in hours, progressively throughout the term time worked by the Employee in each School Year subject to the following provisions:

- (a) The rate of accumulation is determined by the SVP Ratio. The SVP Ratio for a School Year is determined by dividing the total number of weekdays falling within student vacation periods by the total number of weekdays falling during term time. For the purposes of this calculation, public holidays falling on a weekday are counted as weekdays;
- (b) For the 2023 school year the SVP Ratio is 0.297 (being 60 weekdays falling within student vacation periods divided by 202 weekdays falling during term time);
- (c) For the 2024 school year the SVP Ratio is 0.289 (being 59 weekdays falling within student vacation periods divided by 204 weekdays falling during term time);
- (d) For every hour worked by an Employee during term time, that Employee’s SVP Balance will be increased by the amount of the SVP Ratio for that school year. For example, an Employee who works 10 hours will accumulate 2.97 hours to their SVP Balance in 2023.
- (e) For each hour an Employee is paid during a student vacation period, an hour will be deducted from the Employee’s SVP Balance.

### 32.6 PAYMENT FOR STUDENT VACATION PERIODS

Employees must be paid during student vacation periods for the same hours they would normally be scheduled to work during term time, subject to the proviso that, if an Employee’s SVP Balance has been exhausted that Employee will have no further entitlement to payment during that particular student vacation period.

### 32.7 PAYMENT OF OUTSTANDING SVP BALANCES

- (a) Employees must be paid any outstanding SVP Balances immediately upon:
  - (i) termination of employment; or
  - (ii) the conclusion of the school year; or
- (b) An Employee proceeding upon a period of leave without pay, including unpaid parental leave, that is to conclude in the following School Year, may request that the payment of their outstanding SVP balance be made at a time prior to the conclusion of the school year. The Employer will make such payment in accordance with the Employee’s request, as soon as practicable.

## 32.8 NOTIFICATION BY THE EMPLOYER

Where an employee:

- (a) commences employment after the start of a School Year;
- (b) has a change in teaching load or working hours during the course of a School Year; or
- (c) takes approved leave without pay or unpaid parental leave of more than 20 pupil days during the School Year;

the Employer must advise the Employee in writing that that Employee may be subject to a reduction in salary or wages in the immediately following student vacation period and/or the student vacation period following Term 4.

- 32.9 An Employee must not be paid less, in a given School Year, than the amount they would have received following the application of the formulas set out in **subclause 34.5** of the previous agreement.



## 33. PUBLIC HOLIDAYS

- 33.1 For the purposes of this Agreement, public holidays are as defined in the Act and include New Year's Day, Australia Day, Good Friday, Easter Saturday, Easter Sunday, Easter Monday, Anzac Day, King's Birthday, , Labour Day, Christmas Day, Boxing Day, and any other day, or part day, recognised under the NES as a public holiday.
- 33.2 In addition to the public holidays set out in **subclause 33.1**, a General Employee who is required to work 48 weeks per year, in accordance with **subclause 20.1**, will be entitled to one additional holiday in each calendar year, which must be taken within that calendar year. This additional holiday will be observed on Holy Thursday. Such additional holiday may be observed on an alternative day to that set out above if agreed to by the majority of affected Employees in a school and their Employer.
- 33.3 An Employee is entitled to be absent from their employment on a day or part day that is a public holiday in the place where the Employee is based for work purposes.
- 33.4 Full-time and part-time Employees will be entitled to the above holidays without loss of pay, provided that an Employee will only be paid for such holidays that occur on days the Employee is normally or regularly rostered to work their ordinary hours.
- 33.5 An Employer may request an Employee to work on a public holiday if the request is reasonable. An Employee may refuse the request if the request is not reasonable or the refusal is reasonable. In determining whether a request or refusal of a request to work on a public holiday is reasonable, consideration will be given to criteria set out in **section 114(4) of the Act**.
- 33.6 Where a General Employee has agreed to a request to work on a public holiday specified in **subclause 33.1**, they will be paid at the rate of double time and one-half the ordinary time rate with a minimum payment of 2 hours.

## 34. PERSONAL/CARER'S LEAVE

### 34.1 ENTITLEMENT TO PAID PERSONAL/CARER'S LEAVE - TEACHERS

- (a) A new Teacher will receive a one-off entitlement to 15 days' paid Personal/Carer's Leave upfront (pro rata for a part-time Teacher) on commencement of their first temporary block or permanent appointment in addition to Personal/Carer's Leave provided in **paragraphs 34.1(b) and 34.1 (c)**. This one-off entitlement will not apply where the Teacher has transferred their accrued Personal/Carer's Leave from a participating employer as provided in **Annexure A- Personal/Carer's Leave Portability**.

### ALL EMPLOYEES

- (b) A full-time Employee will be entitled to 15 days' Personal/Carer's Leave for each year of service. Personal/Carer's Leave will accrue progressively during a year of service according to an Employee's ordinary hours of work.
- (c) A part-time Employee will be entitled to paid Personal/Carer's Leave in proportion to that number of hours they work in proportion to a full-time Employee.
- (d) An Employee may take paid Personal/Carer's Leave if the leave is taken:
  - (i) because the Employee is not fit or able to work due to;
    - (A) a personal illness, or personal injury, or an unexpected personal emergency,
    - (B) family and domestic violence, and the Employee has exhausted their paid family and domestic violence leave entitlement; or
  - (ii) to provide care or support to a member of the Employee's immediate family, or household member, and who requires care or support because of:
    - (A) a personal illness or personal injury; or
    - (B) an unexpected emergency; or
    - (C) family and domestic violence.
- (e) For the purposes of this clause an 'unexpected personal emergency' is a circumstance that is unplanned, due to circumstances beyond the Employee's control and is of a serious nature that requires the urgent attendance of the Employee. An 'unexpected emergency' is a circumstance that is unplanned, due to circumstances beyond the Employee's immediate family or household member's control and is of an urgent and serious nature that requires the urgent attention of the Employee to attend and provide care or support. The urgent circumstance must be of such a nature that it cannot be arranged outside of work time.

- (f) When an Employee takes a period of paid Personal/Carer's Leave, the Employer must pay the Employee at the Employee's base rate of pay for the Employee's ordinary hours of work in the period. For the purposes of this clause 'base rate of pay' means the rate of pay payable to the Employee for his or her ordinary hours of work, but not including any loadings, monetary allowances (excepting promotion position and Special Education Teachers allowances paid to Teachers and the first aid allowance paid to General Employees pursuant to **paragraph 21.2 (c)**) or overtime.
- (g) Where applicable, if a public holiday occurs during an Employee's absence on Personal/Carer's Leave then such public holiday will not be counted as Personal/Carer's Leave.

#### 34.2 NOTICE REQUIREMENTS

As soon as practicable, and where possible prior to the Employee commencing such leave, an Employee will notify the Employer of:

- (a) their intention to take Personal/Carer's Leave;
- (b) the reason for their absence, being a reason specified in **paragraph 34.1 (d)**; and
- (c) the period or expected period of their leave.

#### 34.3 EVIDENCE REQUIREMENTS

- (a) Evidence will not be required for the first three days of Personal/Carer's Leave taken by an Employee in a school year. For subsequent absences, the provisions set out in **paragraphs 34.3(b) to (d)** will apply.
- (b) **FOR PERSONAL ILLNESS OR INJURY:**
  - (i) An Employee will, upon request, provide evidence to the Employer for each absence of two consecutive days or more due to personal illness or injury.
  - (ii) The evidence may be a certificate from a medical practitioner or evidence from a registered health practitioner or other evidence that would satisfy a reasonable person that the leave was taken for such a purpose.

(c) **FOR UNEXPECTED PERSONAL EMERGENCY OR FAMILY AND DOMESTIC VIOLENCE**

An Employee will, upon request, provide evidence that would satisfy a reasonable person of this unexpected personal emergency or family and domestic violence. This could be a statutory declaration, outlining the nature of the unexpected personal emergency, or the fact of family and domestic violence, and the circumstances preventing the Employee from attending work.

(d) **TO PROVIDE CARE OR SUPPORT TO A MEMBER OF THE EMPLOYEE'S IMMEDIATE FAMILY OR HOUSEHOLD MEMBER**

An Employee will, upon request:

- (i) provide evidence that would satisfy a reasonable person that the Employee needed to provide care or support to a family or household member. Such evidence may include a certificate from a registered medical practitioner or certificate or other evidence from a registered health practitioner, or statutory declaration, establishing the illness or injury of the person concerned and that the illness or injury required care or support by another person; or
- (ii) produce documentation that would satisfy a reasonable person that the leave was taken for a permissible occasion. Such evidence may include a statutory declaration, establishing the nature of the unexpected emergency or family and domestic violence, and that the circumstances resulted in the person concerned requiring care or support by the Employee.

**34.4 EMPLOYER CONCERNS ABOUT THE TAKING OF PERSONAL/CARER'S LEAVE**

(a) Notwithstanding **subclause 34.3**, where an Employee has either:

- (i) taken frequent single days of Personal/Carer's Leave; or
- (ii) taken extended Personal/Carer's Leave; or
- (iii) taken frequent days of Personal/Carer's Leave immediately before and/or after a public holiday, or immediately before and/or after a pupil vacation period,

the Employer may take the following action:

- (i) arrange a meeting in order to clarify their concerns with the Employee;
- (ii) invite the Employee to respond verbally to the issues raised by the Employer; and
- (iii) allow the Employee, if they wish, to seek the assistance of a support person during meetings (this may include a Union representative).

- (b) After consideration of the Employee's response, the Employer may:
  - (i) require further evidence of illness/injury or care/support responsibility;
  - (ii) request the Employee to obtain a second opinion from another doctor at the Employer's cost;
  - (iii) request a more detailed estimation of the likely length of the absence;
  - (iv) require the Employee to obtain a medical report (at the Employer's cost) in relation to the likely period of absence;
  - (v) discuss with the Employee any other action. This may include but is not limited to the Employee applying for flexible working arrangements.
- (c) Action will only be taken pursuant to this subclause following consultation between the Principal of the school and the relevant CEO or CSO.

#### 34.5 ACCUMULATION OF PERSONAL/CARER'S LEAVE

If the full entitlement of Personal/Carer's Leave is not taken in any year, any untaken portion will be cumulative from year to year.

#### 34.6 PORTABILITY

An Employee who was previously employed with another Employer named in this Agreement, or with a participating Catholic Independent School listed in Annexure A – Personal/Carer's Leave Portability may be eligible for portability of Personal/Carer's Leave. Arrangements for portability of Personal/Carer's Leave are set out in that Annexure.

#### 34.7 UNPAID LEAVE FOR CARING PURPOSES

- (a) An Employee, including a casual Employee, is entitled to take up to two days unpaid carer's leave for each occasion that a member of the Employee's immediate family, or household requires care or support due to:
  - (i) a personal illness or injury affecting the member; or
  - (ii) an unexpected emergency affecting the member; or
  - (iii) the birth of a child.
- (b) An Employee cannot take unpaid carer's leave under this subclause if the Employee could instead take paid Personal/Carer's Leave.
- (c) An Employee's entitlement to take unpaid carer's leave under this subclause is subject to the Employee meeting the notice requirements set out in **subclause 34.2**, and the evidence requirements set out in **subclause 34.3**.

- (d) An Employer must not fail to re-engage a casual Employee because the Employee accessed the entitlements provided for in this clause. The rights of an Employer to engage or not to engage a casual Employee are otherwise not affected.

#### 34.8 SPECIAL LEAVE

- (a) An Employee (other than a casual Employee) is entitled to be absent from work on one working day each calendar year for the purpose of taking paid Special Leave. The leave is non-cumulative and will not be deducted from Personal/Carer's Leave accruals.
- (b) Special Leave is available to be used to meet a scheduled family commitment, where the timing of the commitment is beyond the control of the Employee and where the commitment cannot be scheduled outside work time (for example, the graduation of a family member).
- (c) The Employee will provide the Employer with reasonable notice of their intention to take Special Leave to enable the Employer to plan for such an absence.
- (d) The Employer may seek further details regarding the nature of the commitment and the reasons why the commitment cannot be scheduled outside of work hours.

## 35. PARENTAL LEAVE AND RELATED ENTITLEMENTS

Except as varied by this clause, all other entitlements and requirements relating to parental leave under the Act will apply. All periods of paid parental leave will count as service for the purposes of this Agreement, the Act and any other statutory entitlement. Periods of unpaid parental leave will not count as service, except as provided in **paragraph 14.5(c)** of this Agreement.

### 35.1 PAID PARENTAL LEAVE (INITIAL PRIMARY CARE-GIVER)

- (a) An Employee will be entitled to take paid parental leave in accordance with this subclause if:
  - (i) they have an entitlement to and take parental leave under the Act; and
  - (ii) they will be the primary person responsible for the care of the child from the child's date of birth (being birth-related leave under the Act) or, in the case of adoption (being adoption-related leave under the Act) from the child's date of placement with the Employee.
- (b) Paid Parental Leave of up to 14 weeks will be paid at the rate of pay the Employee would have received if the Employee had not taken parental leave. For example, where an Employee is on flexible working arrangements at the time of taking parental leave, the rate of pay will be at the rate at the time of taking the leave, i.e. the FTE or hours of the temporary arrangement rather than the permanent FTE or hours of the Employee. If the period of parental leave granted to the Employee is for less than 14 weeks then the period of paid parental leave will be for the lesser period.
- (c) For Teachers and General Employees not required to work 48 weeks per year (i.e. paid an averaged rate of pay in accordance with **subclause 20.2**), this period will be exclusive of non-term weeks falling within the 14 week paid parental leave period.
- (d) The Employee may elect to be paid during the period of paid leave in **paragraph 35.1(b)** either in accordance with the usual Employer payment schedule or as a lump sum payment in advance.
- (e) Where an Employee applies for a lump sum payment in advance under **paragraph 35.1(d)**, the Employee will give the Employer at least one month's notice of intention.
- (f) If an Employee has commenced paid parental leave and subsequently the Employee's pregnancy results in a stillbirth or death of a child, the Employee will be entitled to retain payment in accordance with this subclause equivalent to the salary/wages for the period of parental leave taken by the Employee.

- (g) Other than by agreement with the Employer, Paid parental leave will commence no earlier than 12 weeks (inclusive of non-term weeks) prior to the expected date of birth or, in the case of adoption, from the date of the child's placement with the employee for adoption.
- (h) Non-term weeks within the period of paid parental leave will be deemed to be non-term days worked by the Teacher or General Employee for the purpose of **Clause 32 – Salary Adjustment Formula and Student Vacation Periods**.
- (i) An Employee on paid parental leave in accordance with this clause will not be employed as a casual employee by their Employer during such paid leave.
- (j) Where an Employee gives birth to a child while on unpaid leave (other than parental leave in relation to the birth of the same child) the Employee will be entitled to parental leave in accordance with the Act. However, the Employee will not be entitled to an additional 14 weeks' payment in accordance with **paragraph 35.1(b)**.

Notation:

The Employers are of the view that, In the case of Teachers and General Employees not required to work 48 weeks per year (i.e. paid an averaged rate of pay subject to **subclause 20.2**), parental leave should preferably commence on the day following the last teaching day of a term and conclude on the day preceding the first teaching day of a term. In order to facilitate this practice, the Employers are prepared to extend the period of parental leave beyond the maximum entitlement of the Act, should the Employee agree to return from parental leave at the commencement of the term immediately following the maximum period to be afforded by the Act.

#### 35.2 PAID PARENTAL LEAVE (NOT INITIAL PRIMARY CAREGIVER)

- (a) Where an Employee has an entitlement to, and takes, parental leave under the Act but is not the initial primary care giver as defined at **paragraph 35.1(a)**, the Employee will be entitled to paid parental leave in accordance with this subclause.
- (b) The Employee will be entitled to two weeks' paid parental leave on and from the date of their child's birth, or on the day on which their child or the primary care giver leaves hospital following the child's birth, or in the case of adoption, the date of the child's placement.
- (c) The Employee and Employer may agree that the parental leave entitlement provided in **subclause 35.2(b)** is taken at another time in the four weeks before the date, or expected date, of birth of the child or date of placement, and not later than 12 months after the date of birth or placement. The agreement must be recorded in writing.



- (d) An Employee who was not the initial primary care giver, but who subsequently becomes the primary person responsible for the care of the child because the initial primary care giver has returned to work or studies, will be entitled to a maximum period of 12 weeks paid parental leave. This period of paid parental leave must be taken within the 12 month period commencing from the date of the child's birth or in the case of adoption, from the date of the child's placement. This period of up to 12 weeks paid parental leave is in addition to the two week entitlement to paid parental leave under **paragraph 35.2(b)**.
- (e) For Teachers and General Employees not required to work 48 weeks per year (ie paid an averaged rate of pay in accordance with **subclause 20.2**), this period will be inclusive of non-term weeks falling within the 12 week paid parental leave period under **paragraph 35.2(d)**. Provided that "non-term weeks" will not include a period of four weeks of annual leave to which the Employee is entitled and which is generally taken in the first four weeks of the summer pupil vacation period.
- (f) Parental leave under this subclause will be paid at the rate of pay the Employee would have received if the Employee had not taken parental leave.
- (g) The Employee may elect to be paid during the period of leave in **paragraph 35.2(d)** either in accordance with the usual Employer payment schedule or as a lump sum payment in advance.
- (h) If requested by the Employer, the Employee must provide evidence and details that would satisfy a reasonable person that the initial primary care giver has resumed work or studies and the Employee has assumed the role of primary care giver.
- (i) The entitlement to paid parental leave in **paragraphs 35.2(b) and (d)** is inclusive of, and not in addition to, the Employee's entitlement to take unpaid parental leave (including concurrent leave) in accordance with the Act.

### 35.3 PRIOR SERVICE WITH ANOTHER EMPLOYER OR CATHOLIC INDEPENDENT SCHOOL IN NSW OR THE ACT

For the purposes of eligibility for paid parental leave under this clause, an Employee who is not eligible for such leave because they have less than 12 months continuous service as required under the Act, will nevertheless be deemed to have completed 12 months of continuous service with the current Employer if, immediately prior to commencement of service with the current Employer, they had 12 months of continuous service with another Employer named in this Agreement, or a Catholic Independent School operating in NSW or the ACT.

#### 35.4 NOTICE PERIODS

Notice periods for parental leave applications are provided under the Act.

#### 35.5 TEMPORARY EMPLOYEES

- (a) A temporary Employee will be entitled to paid parental leave in accordance with **subclause 35.1 and subclause 35.5** if they have an entitlement to and take parental leave under the Act and all other relevant criteria required under this **subclause 35** are satisfied.
- (b) If the employment of a temporary Employee ceases after the commencement, and before the completion, of a period of paid parental leave granted under **subclause 35.1**, the temporary Employee will be paid the remaining balance of the 14 weeks paid parental leave entitlement, provided the temporary Employee has completed at least three years continuous service with the Employer at the time of cessation of employment. The payment will be made as a lump sum payment within 14 days of the cessation of their employment.

#### 35.6 CASUAL EMPLOYEES

An Employer will not fail to re-engage an eligible casual Employee because:

- (a) the Employee is expecting the birth of their child; or
- (b) the Employee is or has been immediately absent on parental leave.

The Employer's rights in relation to engagement and re-engagement of casual Employees are not affected, other than in accordance with this clause.

#### 35.7 COMMUNICATION DURING PARENTAL LEAVE

- (a) Where an Employee is on parental leave and a definite decision has been made to introduce significant change at the workplace, the Employer will take reasonable steps to:
  - (i) make information available in relation to any significant effect the change will have on the status or responsibility level of the position the Employee held before commencing parental leave; and
  - (ii) provide an opportunity for the Employee to discuss any significant effect the change will have on the status or responsibility level of the position the Employee held before commencing parental leave.
- (b) The Employee will take reasonable steps to inform the Employer about any significant matter that will affect the Employee's decision regarding the duration of parental leave to be taken, whether the Employee intends to return to work, and whether the Employee intends to request to return to work on a part-time basis.

- (c) The Employee will also notify the Employer of changes of address or other contact details that might affect the Employer's capacity to comply with **paragraph 35.7(a)**.

#### 35.8 RIGHT TO REQUEST EXTENSION OF PARENTAL LEAVE

Employees may request extensions to parental leave in accordance with the Act.

## 36. LONG SERVICE LEAVE

### 36.1 APPLICABILITY OF LONG SERVICE LEAVE ACT 1955 (NSW) AND LONG SERVICE LEAVE ACT 1976 (ACT).

The provisions of the **Long Service Leave Act 1955 (NSW)** will apply except to the extent that this Agreement provides for a more favourable outcome in a particular respect.

### 36.2 LONG SERVICE LEAVE ENTITLEMENT FOR TEACHERS

The long service leave entitlement of a Teacher will be:

- (a) in respect of full-time service of less than ten years' service, 6.5 days per year of service;
- (b) in respect of full-time service completed by the Teacher of 10 or more years, 10 days per year of service; and
- (c) in respect of part-time service, or continuous casual service completed by the Teacher, a pro rata amount of the entitlement in **paragraphs 36.2(a) and (b)**, calculated according to the FTE of the Teacher during the period of part-time or casual service.

In respect of continuous casual service completed by the Teacher, a pro rata amount of the entitlement in **paragraphs 36.2(a) and (b)**, calculated according to the number of days the casual Teacher works during a year as it bears to 203 days. For example, over a year a casual Teacher works 101.5 days. The casual Teacher's FTE is 0.5 ( $101.5 \div 203$ ). Therefore, during that year the casual Teacher has accrued either 3.25 days ( $0.5 \times 6.5$  days) or 5 days ( $0.5 \times 10$  days) of long service leave (depending on the length of continuous service of the casual Teacher).

### 36.3 LONG SERVICE LEAVE ENTITLEMENT FOR GENERAL EMPLOYEES

Subject to **subclause 36.4**, the long service leave entitlement of a General Employee will be:

- (a) in respect of full-time service completed by the General Employee, 49.4 hours per year of service;
- (b) where a General Employee works part-time or has continuous service as a casual, the General Employee will accrue leave on a pro rata basis according to the number of hours worked by the employee in a week compared to 38, where a full-time employee accrues 49.4 hours of leave for each year of service.

### 36.4 ACCRUAL OF LONG SERVICE LEAVE UNDER PREVIOUS INDUSTRIAL INSTRUMENTS

- (a) Any Long Service Leave accrued by an Employee under a previous agreement or award or contract of employment prior to the Commencement Date will be preserved to the credit of the Employee. The rates of accruals under the previously applicable industrial instruments are summarised below:

<b>FOR TEACHERS * (see notes)</b>	
<b>In respect of the period</b>	<b>Calculation of long service leave per year of service</b>
Before 31 July 1985	0.866 weeks per year
1 August 1985 – 30 January 1995	1.05 weeks per year up to 10 years. 1.5 weeks per year, or portion of a year after 10 years' service
31 January 1995 – 31 January 2001*	1.3 weeks per year up to 10 years. 1.9 weeks per year, or portion of a year after 10 years' service
1 February 2001 – 29 January 2006	1.3 weeks per year up to 10 years. 2 weeks per year, or portion of a year after 10 years' of service
30 January 2006 – Commencement Date of this Agreement	6.5 days per year up to 10 years' of service; and 10 days per year after 10 or more years' service. (c) Pro rata of (a) and (b) for part-time periods of service

Note:

As at 30 January 2006, the existing long service leave accrual of a full-time and part-time Teacher was converted from weeks to days.

<b>FOR GENERAL EMPLOYEES (other than ICT)</b>	
<b>In respect of the period</b>	<b>Calculation of long service leave per year of service</b>
Prior to 1 January 2001	0.866 weeks per year
1 January 2001 to 29 January 2006	1.3 weeks per year
30 January 2006 to the Commencement Date of this Agreement	(a) 49.4 hours per year (b) For part-time periods of employment pro rata of (a).

ICT EMPLOYEES	
In respect of the period	Calculation of long service leave per year of service
Prior to 1 July 2018	0.866 weeks per year
1 July 2018 to the Commencement Date of this Agreement	(a) 49.4 hours per year (b) For part-time periods of employment pro rata of (a).

Note: As at 30 January 2006, the existing long service leave accrual of a full-time and part-time General Employee (non-ICT Employee) was converted from days to hours. As at 1 July 2018, the existing long service leave accrual of an ICT Employee was converted from weeks to hours.

- (b) Not all General Employees were covered by the arrangements set out above, and for any such period would have received long service leave entitlements no less than that provided in legislation, that is, at the rate of 0.866 weeks per year of service, or at such higher rate as agreed in contracts of employment

### 36.5 CONDITIONS OF TAKING LONG SERVICE LEAVE

- (a) Conditions in respect of the taking of long service leave are provided in this subclause.

#### (b) LONG SERVICE LEAVE IN SHORT PERIODS

Notwithstanding and subject to **paragraph 36.5(j)**, long service leave in short periods is granted subject to the following conditions:

- (i) provided that it is not in the first four weeks of a school year; and
- (ii) one school term of notice may be required for leave in excess of four weeks duration; five weeks notice will be required for leave of four weeks or less.

#### (c) LONG SERVICE LEAVE ON HALF PAY

Provided that the minimum period of leave is two weeks, a Teacher may elect to receive long service leave payments at half pay for the period of leave. The parties understand that the anniversary date for the accrual of entitlements will not be affected by the taking of long service leave at half pay. Entitlements will be accrued at the 0.5 rate during the period of any long service leave taken at half pay.

#### (d) PART-TIME TEACHERS - COMPRESSION

A part-time Teacher may compress the days of accrued long service leave into full-time equivalents, thereby taking a shorter period of leave than would otherwise apply, albeit at a higher weekly (i.e. full-time equivalent) salary rate.

- (e) An Employee will, at a minimum, be entitled to take any accrued long service leave upon completion of ten years' service and on completion of each additional five years' service thereafter

- (f) **NOTICE TO TAKE LEAVE**

When an Employee becomes entitled to Long Service Leave in respect of the Employee's service with the Employer, the Employer must give the Employee, and the Employee must take, the leave as soon as practicable, having regard to the needs of the Employer.

- (i) The Employer must give the Employee not less than two school terms notice of any requirement to take leave.
  - (ii) A General Employee must provide the Employer with reasonable notice of his or her intention to take leave
  - (iii) Unless the Employer otherwise agrees, a Teacher must give not less than two school terms notice of their intention to take leave.
- (g) Long service leave accrued by the Employee will normally be taken at the Employee's current FTE / weekly hours at the time of taking the long service leave, unless otherwise agreed. For the purposes of this **paragraph 36.5(g)** current FTE for casual Teachers means the number of casual days worked in the 12 month period immediately before the long service leave is taken as it bears to 203 days; and current weekly hours for casual General Employees means the average number of weekly hours worked in the 12 month period immediately before the long service leave is taken as it bears to 38 hours per week.

- (h) **PAYMENT OF CASUAL EMPLOYEE ON LONG SERVICE LEAVE**

A casual Employee will be paid as per the FTE calculated in accordance with **paragraph 36.5(g)** at his or her current daily or hourly rate at the time he or she takes the leave.

- (i) **LONG SERVICE LEAVE AND PUPIL VACATION PERIODS**

- (a) Long Service Leave will be exclusive of pupil vacation periods adjacent to or within the period of leave, except in the case of General Employees employed to work 48 weeks per year pursuant to **subclause 20.1**.
  - (b) Subject to the provisions of the relevant Diocesan Annexure, where a Teacher wishes to take a short block of long service leave of less than one term immediately before or immediately after a pupil vacation period but neither in accordance with **paragraph 36.5(j)** nor in accordance with other Employer policy on long service leave, then the Employer may impose that the leave is inclusive of the pupil vacation period adjacent to or within the period of leave.

**(j) LONG SERVICE LEAVE IN SHORT BLOCKS**

- (i) A Teacher who has five years of continuous service may apply to access short blocks of long service leave (of less than a term). The application may be approved at the discretion of the Employer having regard to:
  - (A) the educational needs of the students;
  - (B) the critical times of the school year;
  - (C) the personal circumstances of the Teacher;
  - (D) the notice given and the period of leave requested by the Teacher; and
  - (E) if applicable to that Employer, whether the total number of absences of the Teacher on long service leave in a year is in accordance with Employer policy.
- (ii) Where an application for a short block of long service leave is approved pursuant to this paragraph, the leave will be exclusive of pupil vacation periods adjacent to or within the period of leave. Note – refer to the relevant Diocesan Annexure for additional provisions for Teachers facilitating the taking of short blocks of leave.

**(k) LONG SERVICE LEAVE AND LEAVE WITHOUT PAY**

- (i) A Teacher may request and be granted leave without pay, to be taken in addition to long service leave, such that the total period of leave comprises one or more complete school terms. The Employer will ordinarily consent to such an arrangement as long as the full period of paid leave and leave without pay is in the same year.
- (ii) Where a Teacher is entitled to an amount of long service leave which is in excess of a school term the Teacher may elect not to take that part of the long service leave which is in excess of a term (the deferred leave), until such time as the Teacher accumulates further entitlements which, when taken together with the deferred leave, enables long service leave to be taken for a whole term.



**(l) LONG SERVICE LEAVE AND PARENTAL LEAVE**

A Teacher who has five years of continuous service with an Employer at the commencement of parental leave may apply to take and will be granted some or all of their pro rata long service leave during a period of unpaid parental leave, provided that the total period of leave does not exceed the period of parental leave that the Teacher would be otherwise entitled to take under the Act. The Teacher will give notice in writing of such application not less than four weeks prior to the intended date of commencement of parental leave.

**(m) LONG SERVICE LEAVE AND CASUAL EMPLOYMENT**

A part-time Employee may work casually whilst on long service leave, provided they do work on the days that are the normal rostered days of employment.

**(n) LONG SERVICE LEAVE AND PUBLIC HOLIDAYS**

A period of long service leave is exclusive of a public holiday falling within it.

**36.6 CASHING OUT LONG SERVICE LEAVE**

After ten years' service with the Employer, an Employee may elect to 'cash out' a portion of their long service leave as follows:

- (a) the minimum leave entitlements under applicable State or Territory Long Service Leave legislation must remain after a portion of Long Service Leave is cashed out. This is because it is prohibited to cash out long service leave under State and Territory Long Service Leave legislation;
- (b) the Employee must elect in writing to cash out this extra portion of Long Service Leave; and
- (c) the Employee's entitlement to long service leave will be reduced by the extent of such payment.

**36.7 PAYMENT OF LONG SERVICE LEAVE ON TERMINATION**

In the case of an Employee who has completed at least five years' service with an Employer and the service of the Employee is terminated or ceases for any reason, the Employee must be paid their accrued long service leave balance calculated in accordance with this clause.

### 36.8 SERVICE

- (a) An Employee who takes approved leave without pay (including unpaid parental leave) will be deemed to have had continuous service, notwithstanding the fact that the service was interrupted by such leave. However, the period of the unpaid leave must not be taken into account in calculating the period of service for the purpose of long service leave accrual. This provision does not apply to an Employee who takes unpaid community service leave under the Act, as an Employee who takes a period of unpaid community service leave under the Act will accrue long service leave during such period.
- (b) An Employee whose employment terminates with an Employer within one week of the end of any school term and is reappointed by the same Employer within the first two weeks after the commencement of the next school term, will be deemed to have had continuous service for the purposes of long service leave.

### 36.9 LONG SERVICE LEAVE PORTABILITY

Eligible Employees are entitled to Portability of Long Service Leave as outlined in **Annexure B – Catholic Schools Intrastate Long Service Leave Portability Arrangement.**

## 37. OTHER LEAVE

### 37.1 COMPASSIONATE LEAVE FOR EMPLOYEES OTHER THAN CASUAL EMPLOYEES

- (a) An Employee (other than a casual Employee) will be entitled to paid compassionate leave as set out in the table below:

CIRCUMSTANCE IN WHICH LEAVE IS GRANTED	MAXIMUM NUMBER OF PAID COMPASSIONATE LEAVE DAYS PER OCCASION
On the death of an immediate family member or household member (including attendance at their funeral)	3 days
When an immediate family member or household member contracts or develops a personal illness or sustains a personal injury that poses a serious threat to his or her life	2 days
A baby in their immediate family or household is stillborn	2 days
The Employee or their spouse /de facto partner has a miscarriage	2 days

- (b) An Employee must notify the Employer as soon as practicable of their intention to take leave under **paragraph 37.1(a)** and must advise the Employer of the period or expected period of the leave.
- (c) An Employee may be required to provide the Employer with satisfactory evidence of the death, personal illness or injury, stillbirth or miscarriage.
- (d) Where an Employee takes compassionate leave in accordance with **paragraph 37.1(a)** the Employer, in its discretion, may grant the Employee additional leave as leave without pay or leave with pay.
- (e) Where an Employee requests leave to attend a funeral for a person not specified in **paragraph 37.1(a)**, the Employer in its discretion may grant the Employee leave, which will be deducted from the Employee's entitlement to Personal/Carer's Leave in **clause 34 – Personal/Carer's Leave**.
- (f) An Employee may take compassionate leave in conjunction with Personal/Carer's leave. In determining such a request, the Employer will give consideration to the circumstances of the Employee and the reasonable operational requirements of the school.

### 37.2 COMPASSIONATE LEAVE ENTITLEMENT FOR CASUAL EMPLOYEES

- (a) A casual Employee is entitled to up to three days of unpaid compassionate leave on each occasion when a member of the Employee's immediate family, or a member of the Employee's household:
  - (i) contracts or develops a personal illness that poses a serious threat to his or her life; or
  - (ii) sustains a personal injury that poses a serious threat to his or her life; or
  - (iii) dies; or
  - (iv) gives birth to a baby that is stillborn
  - (v) the casual Employee or their spouse/de facto partner has a miscarriage.
- (b) A casual Employee must notify the Employer as soon as practicable of their intention to take unpaid leave in accordance with **paragraph 37.2(a)** and must advise the Employer of the period or expected period of the leave.
- (c) A casual Employee may be required to provide the Employer with satisfactory evidence of such death, personal illness or injury, stillbirth or miscarriage.
- (d) An Employer must not fail to re-engage a casual Employee because the Employee has accessed the entitlements provided in this subclause. The rights of an Employer to engage or not engage a casual Employee are otherwise not affected.

### 37.3 COMMUNITY SERVICE LEAVE

- (a) An Employer will provide an Employee with community service leave in accordance with the Act and this subclause.
- (b) Where the involvement of an Employee (other than a casual Employee) in a community service activity has been approved by the Employer after consideration of the needs of the School, an Employee will be entitled to paid leave of not more than five days in any school year (unless otherwise agreed with the Employer) for emergency leave for service to the community. Examples of purposes for which such leave may be granted include to work in the State or Territory Emergency Service or Volunteer Fire Brigade. An Employee will otherwise be entitled to unpaid leave for an eligible community service in accordance with the Act.

- (c) An Employee (other than a casual Employee) who is required to attend for jury service during ordinary working hours will be provided with paid leave for this purpose. The Employee will be required to reimburse to the Employer any monies payable to the Employee for such attendance (excluding reimbursement of expenses) which required the Employee's absence from School.
- (d) The Employee must notify the Employer as soon as possible of the date upon which he or she is required to attend for jury service. The Employee must provide to the Employer a copy of the summons to attend jury duty and a record of payments received as proof of attendance.

#### 37.4 MILITARY RESERVE LEAVE

An Employee who is a member of the Australian Military Reserve or other Australian military forces will be granted unpaid leave for the purpose of attending any compulsory camp or posting.

#### 37.5 EXAMINATION AND STUDY LEAVE

An Employee (other than a casual Employee) who, for the purposes of undertaking training relevant to their employment, enrolls in any course approved by the Employer at a recognised higher education institution, will be granted leave:

- (a) With pay on the day of any examination required in the course;
- (b) With pay on the day of their graduation; and
- (c) Without pay for the purpose of attending any compulsory residential school which is part of such course

#### 37.6 OVERSEAS VOLUNTEER PROGRAMS

An Employee (other than a casual Employee), who has completed at least five years continuous service with their Employer, will be entitled to leave without pay to work in an overseas volunteer program approved by the Employer. The leave will normally be granted for one year but may be granted for up to two years if required by the relevant volunteer program and agreed by the Employer. Such leave without pay will not break continuity of service but does not count as service with the Employer for the purpose of long service leave or any other accrued entitlements.

### 37.7 PAID FAMILY AND DOMESTIC VIOLENCE LEAVE

- (a) An Employee is entitled to 10 days' paid family and domestic violence leave in a 12 month period if:
  - (i) the Employee is experiencing family and domestic violence; and
  - (ii) the Employee needs to do something to deal with the impact of the family and domestic violence; and
  - (iii) it is impractical for the Employee to do that thing outside the Employee's hours of work.
- (b) The leave is available in full at the start of each 12 month period of the Employee's employment and is non-cumulative.
- (c) For the purposes of this **subclause 37.7**, family and domestic violence is as defined in the Act.
- (d) An Employee wishing to access paid family and domestic violence leave provided under this **subclause 37.7** must comply with the evidence and notice requirements relating to family and domestic violence leave set out in the Act.

### 37.8 PAID EMERGENCY DISASTER LEAVE

- (a) The parties to this Agreement recognise the importance of keeping schools open wherever possible during times of natural disasters and, should schools need to be closed for a time, to reopen them as soon as possible.
- (b) Employees will assist with keeping schools open to support students, families, and the community and to provide continuity of teaching and learning as far as is feasible and safe to do so. Employees will attend work unless prevented by circumstances described in **paragraph 37.8(c)** or are otherwise on approved leave. Subject to **paragraph 37.8(c)** Employees may be asked to assist with preparing for a reopening of a school damaged by a declared natural disaster.
- (c) A full-time or part-time Employee who is unable or prevented from attending work because of a declared natural disaster and cannot work remotely will be granted a maximum of five days' paid leave per calendar year (non-cumulative) in the following circumstances:
  - (i) they must remain at home because transport services and facilities are disrupted or discontinued and they are not able to reach a place of work in a timely or safe manner; or
  - (ii) they are away from their usual residence and are unavoidably delayed in returning to work due to identified and specific disruptions to transport services and facilities; or

- (iii) they are required to leave work early and return home to ensure their personal safety, the safety of their family or the protection of their property or because the availability of transport services and facilities may be disrupted or discontinued; or
  - (iv) they must remain at home to have essential temporary repairs effected, restore or replace essential belongings, complete necessary clean-up for safety or to enable occupation of residence.
- (d) In respect of the entitlement set out in **paragraph 37.8(c)**, an employee may be required to provide satisfactory evidence.
  - (e) The Employee will advise the Employer as soon as possible of their intention to apply for leave pursuant to this **subclause 37.8**, the expected duration and the reason for the absence.
  - (f) If a natural disaster is declared retrospectively and a full-time or part-time Employee has already taken other leave because of that declared natural disaster in the circumstances set out in **paragraph 37.8(c)**, the Employee may apply for that other leave (including unpaid leave) to be converted to paid emergency disaster leave up to a maximum of five days per calendar year.
  - (g) For the purpose of this clause, the Employee's "home", means the Employee's principal place of residence only.

Note: A full-time or part-time Employee who is impacted by a natural disaster (whether declared or not) may be entitled to apply for paid personal/carer's leave under **Clause 34 – Personal/Carer's Leave** of this Agreement. An Employee who is unable to or prevented from attending work because of floods, severe snowfall or storms, bushfires or other natural emergencies in the circumstances in **subparagraphs 37.8 (c)(i) to (iv)** and cannot work remotely will be considered to be affected by the unexpected personal emergency for the purposes of **Clause 34 – Personal/Carer's Leave**. For clarity, personal/carer's leave cannot be taken concurrently with paid emergency disaster leave.

## PART 9 - SUSPENSION AND TERMINATION OF EMPLOYMENT

### 38. SUSPENSION

- 38.1 Notwithstanding any of the provisions in this Agreement, an Employer may suspend an Employee with or without pay while considering any matter which in the view of the Employer could lead to the Employee's summary dismissal.
- 38.2 Suspension without pay will not be implemented by the Employer without prior discussion with the Employee and will not, except with the Employee's consent, exceed a period of four weeks. A General Employee must not be suspended without pay for any period without their consent.



## 39. TERMINATION OF EMPLOYMENT

### 39.1 NOTICE OF TERMINATION

- (a) An Employer must not terminate an Employee's employment unless the Employer has given the Employee written notice of the day of the termination. The day of termination cannot be before the day the notice is given.
- (b) An Employer must not terminate an Employee's employment unless:
  - (i) the time between the giving of notice and the day of the termination is at least the minimum period of notice set out in **paragraph 39.1(c)**, or
  - (ii) the Employer has paid the Employee payment in lieu of notice of at least the amount the Employer would have been liable to pay the Employee had the Employee continued to work until the end of the notice period.
- (c) The employment of an Employee (other than a casual Employee) will not be terminated without the provision of notice in accordance with the following table:

EMPLOYEE	MINIMUM PERIOD OF NOTICE	
Teacher	Four school term weeks' notice which must expire in the term it is given either: At the end of the said school term; or At least two weeks before the end of the said school term.	
General Employee	According to years of continuous service as set out below:	
	<i>Period of Service</i>	<i>Minimum Period of Notice</i>
	Not more than 1 year	1 week
	More than 1 year but not more than 3 years	2 weeks
	More than 3 years but not more than 5 years	3 weeks
	More than 5 years	4 weeks

- (d) In addition to the notice periods specified in **paragraph 39.1(c)**, an Employee aged over 45 years and who has completed at least 2 years continuous service with the Employer is entitled to one additional week's notice from the Employer.
- (e) An Employee is required to give the same notice of termination to their Employer as set out in **paragraph 39.1(c)** except that there is no requirement on the Employee to give the additional notice set out in **paragraph 39.1(d)**.
- (f) The notice periods above will not affect the right of the Employer to dismiss any Employee without notice for serious misconduct and in such case salary will be paid up to the time of dismissal only.
- (g) The employment of a casual General Employee may be terminated by one hour's notice by either party or in the case of a casual Teacher a half day's notice by either party.

#### 39.2 PAYMENT ON TERMINATION`

- (a) Employees will, upon termination of employment be paid all salary or wages and other monies due, including any payments which may be due in lieu of annual leave (under the applicable provisions of **clause 31 - Annual Leave, clause 32 - Salary Adjustment Formula and Student Vacation Periods** and/or long service leave.
- (b) If an Employee fails to give the notice specified in **paragraph 39.1(e)**, the Employer may withhold from any amounts payable under this Agreement, an amount for the period of notice not given by the Employee. Any such deduction made by an Employer must be authorised by the Employee in accordance with **section 324 of the Act**.
- (c) If the Employer has agreed to a shorter period of notice than that required under **paragraph 39.1(e)** then no amount can be withheld under **paragraph 39.2 (b)**.

#### 39.3 STATEMENT OF SERVICE

- (a) On termination of employment the Employer will, on request, provide an Employee with a Statement of Service.
- (b) Upon request, a casual Employee will be supplied with a Statement of Service which sets out the number of days of duty undertaken by the Employee during the period of engagement.

## 40. REDUNDANCY PAY

40.1 Where an Employee's employment is to be terminated due to redundancy, the Employer (subject to any order of the FWC as set out in **subclauses 40.2 and 40.3**), will pay the following redundancy pay in respect of a continuous period of service:

- (a) Where an Employee is under 45 years of age, the Employer will pay in accordance with the following scale:

YEARS OF SERVICE	ENTITLEMENT
Less than 1 year	Nil
1 year and less than 2 years	4 weeks
2 years and less than 3 years	7 weeks
3 years and less than 4 years	10 weeks
4 years and less than 5 years	12 weeks
5 years and less than 6 years	14 weeks
6 years and over	16 weeks

- (b) Where an Employee is 45 years of age and over, the entitlement will be in accordance with the following scale:

YEARS OF SERVICE	ENTITLEMENT
Less than 1 year	Nil
1 year and less than 2 years	5 weeks
2 years and less than 3 years	8.75 weeks
3 years and less than 4 years	12.5 weeks
4 years and less than 5 years	15 weeks
5 years and less than 6 years	17.5 weeks
6 years and over	20 weeks

- (c) 'Weeks' means the all purpose weekly rate of pay for the Employee concerned at the date of termination, and will include, in addition to the ordinary rate of pay, over Agreement payments and allowances provided for in this Agreement.

#### 40.2 INCAPACITY TO PAY

- (i) Subject to an application by the Employer and further order of the FWC, an Employer may pay a lesser amount (or no amount) of redundancy pay than that set out in **subclause 40.1**.
- (ii) The FWC will have regard to such financial and other resources of the Employer concerned as the FWC thinks relevant, and the probable effect paying the amount of redundancy pay in **subclause 40.1** will have on the Employer.

#### 40.3 ALTERNATIVE EMPLOYMENT

Subject to an application by the Employer and further order of the FWC, an Employer may pay a lesser amount (or no amount) of redundancy pay than that contained in **subclause 40.1** if the Employer obtains acceptable alternative employment for an Employee.

#### 40.4 TRANSFER TO LOWER PAID DUTIES

Where an Employee is transferred to lower paid duties following the process set out in **Clause 42 – Consultation Regarding Major Workplace Change**, the Employee will be entitled to the same period of notice of transfer as the Employee would have been entitled to if the Employee's employment had been terminated. The Employer may elect to make payment in lieu thereof an amount equal to the difference between the former ordinary time rate of pay and the new ordinary time rate for the number of weeks of notice still owing.

#### 40.5 COMPENSATION FOR LOSS OF HOURS

Where a General Employee accepts a reduction of working hours of 6 or more hours per fortnight, the General Employee will receive compensation for loss of hours. A pro rata payment will be made in accordance with the redundancy payments set out in **subclause 40.1**. This payment is compensation for loss of hours rather than a redundancy payment for taxation purposes.

#### 40.6 TIME OFF DURING THE NOTICE PERIOD

- (a) An Employee given notice of termination by the Employer in circumstances of redundancy must be allowed up to one day off without loss of pay during each week of notice, to a maximum of five weeks, for the purpose of seeking other employment.

- (b) If the Employee has been allowed paid leave for more than one day during the notice period for the purpose of seeking other employment, the Employee will, at the request of the Employer, be required to produce proof of attendance at an interview or the Employee will not receive payment for the time absent.

#### 40.7 EMPLOYEE LEAVING DURING THE NOTICE PERIOD

An Employee who is given notice of termination in circumstances of redundancy may terminate their employment during the period of notice. The Employee is entitled to receive the benefits and payments they would have received under this clause had they remained in employment until the expiry of the notice but is not entitled to payment in lieu of notice.

#### 40.8 NOTICE TO CENTRELINK

An Employer must provide written notice to Centrelink as required by section 530 of the Act.

#### 40.9 CENTRELINK EMPLOYMENT SEPARATION CERTIFICATE

The Employer will, upon receipt of a request from an Employee whose employment has been terminated, provide to the Employee an 'Employment Separation Certificate' in the form required by Centrelink.

#### 40.10 REDEPLOYMENT AND RESTRUCTURING

The provisions of this clause set out the agreed procedures to be followed by the Employer in instances of school restructures, school closures or reductions in staffing due to declining enrolments, in addition to the provisions in **Clause 42 - Consultation Regarding Major Workplace Change and Clause 43 - Consultation About Change to Regular Roster or Ordinary Hours of Work**. The parties recognise that due to changing curriculum needs, declining enrolments or restructuring, teaching opportunities may alter within the Diocese.

Where job reductions are required as a consequence, the objective will be to minimise the impact on Teachers by exploring all options of redeployment. Where a need to reduce Teachers in a school or within a department is recognised, voluntary redeployment will be explored as a first step and only where that is unsuccessful will an involuntary redeployment occur.

As soon as practicable after it is known that a reduction in positions will occur, a consultation process with Teachers will be commenced. The Employer will advise the Union of the need for redeployment(s).

Volunteers will be sought and will be asked to indicate up to five schools where they would have a preference to move. The Employer will monitor vacancies at those schools and will contact the Teacher as soon as a vacancy arises in one of the preferred schools. If more than one Teacher has indicated a preference for the same vacancy, the vacancy will be offered to one Teacher after all Teachers indicating that preference have been interviewed.

The process continues until all Teachers have been placed in accordance with one of their preferences.

If preferences cannot be met, any other vacancies will be discussed with the Teacher. If uninterested, the applicant will no longer be treated as a volunteer.

If surplus staff remain, the Employer may request a Teacher to transfer to another school. The surplus staff in the school or the department will be determined in accordance with the needs of the school as determined by the Consultant and the Principal taking into account the strategic plan of the school as well as relevant personal circumstances of the Teacher. Any Teacher who has previously been the subject of redeployment whilst employed by the Employer will be offered the choice to be quarantined from selection for redeployment. The Employer retains the right to quarantine from selection any person the Principal believes is critical to the operations of the school.

Where the Employer proposes to transfer a Teacher involuntarily, there will be full consultation between the Employer and the Teacher and/or the Union on behalf of the Teacher as to the reasons for the transfer.

The Employer will not normally require a Teacher to transfer to a school more than 25 kilometres by road from the Teacher's place of residence unless the only positions available are beyond this distance.

Should a Teacher consider that a requirement by the Employer to transfer to be unfair, harsh or unreasonable, the Teacher and/or the Union on behalf of the Teacher may lodge a written request for a review of the decision with the Employer within one week of receiving notice of such transfer.

If the Teacher is not satisfied as a result of the discussions, the Teacher may request a joint meeting with a nominee of the Employer and a person nominated by the Union.

If no vacancy is available for a surplus Teacher or a suitable transfer cannot be negotiated then discussion will occur between the Employer and the Teacher or the Union on behalf of the Teacher on an appropriate redundancy payment.

In the event of significant change in the nature and/or composition of a school, the Union will be advised of such changes and appropriate negotiations will ensue between the CSBB and the Union. A Teacher who prior to this event held a promotion position and was unsuccessful in obtaining a new position will continue to be paid the allowance for a one year period and may be assigned specific duties for this period.

## PART 10 - CONSULTATION, DISPUTE RESOLUTION AND OTHER MATTERS

### 41. DISPUTE RESOLUTION PROCEDURES

41.1 In the event of a dispute about:

- (a) a matter arising under this Agreement; and/or
- (b) a matter pertaining to the relationship between an Employee and/or the Union and an Employer arising under a Work Practices Agreement as defined in **clause 4 - Definitions of this Agreement** ("WPA Dispute"); and/or
- (c) a matter arising under the NES;

the following procedure shall be followed.

#### STEP 1

41.2 In the first instance the parties should attempt to resolve the matter at the workplace by discussions between the Employee or Employees concerned and the relevant supervisor, where appropriate. If such discussions do not resolve the dispute, the parties will endeavour to resolve the dispute in a timely manner through discussions between the Employee or Employees concerned and senior management (which may include senior CEO/CSO staff) as appropriate.

41.3 In addition to **subclause 41.2**, if the dispute is or includes a WPA Dispute, the parties should attempt to resolve the dispute through a collaborative discussion during which both parties should consider the following factors in attempting to resolve the dispute:

- (a) maximising learning outcomes for students, including students with additional needs;
  - (b) the pastoral, safety and wellbeing needs of students and staff; and
- the impact of any resolution on other Employees.

#### STEP 2

41.4 If a dispute is unable to be resolved at the workplace, and all appropriate steps under **subclause 41.2** and, if applicable, **subclause 41.3**, have been taken, a party to the dispute may refer the dispute to the FWC.

41.5 The FWC may deal with the dispute in two stages:

- (a) The FWC will first attempt to resolve the dispute as it considers appropriate, including by mediation, conciliation, expressing an opinion or making a recommendation; and

(b) If the FWC is unable to resolve the dispute at the first stage, the FWC may then, on application of either party:

(i) arbitrate the dispute; and

(ii) make a determination that is binding on the parties.

(Note: if the FWC arbitrates the dispute, it may also use the powers that are available to it under the Act. A decision that the FWC makes when arbitrating a dispute is a decision for the purpose of **Div 3 of part 5-1 of the Act**.

Therefore an appeal may be made against the decision.)

41.6 An Employer or Employee may appoint another person, organisation or association to accompany and/or represent them for the purpose of this clause. Where the Employee appoints the Union, the Union shall be a party to the dispute.

41.7 While the dispute resolution procedure is being conducted, work must continue in accordance with this Agreement and the Act. Subject to applicable work health and safety legislation, an Employee must not unreasonably fail to comply with a direction by the Employer to perform work, whether at the same or another workplace that is safe and appropriate for the Employee to perform.



## 42. CONSULTATION REGARDING MAJOR WORKPLACE CHANGE

42.1 This clause applies if:

- (a) the Employer has made a definite decision to introduce a major change to production, program, organisation, structure, or technology in relation to its enterprise; and
- (b) the change is likely to have a significant effect on Employees of the enterprise.

42.2 The Employer must notify the relevant Employees and the Union, of the decision to introduce the major change. The Employer will notify the Employees of their right to appoint a representative for the purposes of consultation, and if an Employee advises the Employer of the identity of the representative, the Employer must recognise the representative.

42.3 As soon as practicable after making its decision, the Employer must:

- (a) discuss with the relevant Employees:
  - (i) the introduction of the change;
  - (ii) the effect the change is likely to have on the Employees;
  - (iii) measures the Employer is taking to avert or mitigate the adverse effects of the change on the Employees; and
- (b) for the purposes of the discussion — provide, in writing, to the relevant Employees, and where appointed as a representative, the Union:
  - (i) all relevant information about the change including the nature of the change proposed;
  - (ii) information about the expected effects of the change on the Employees;
  - (iii) where a change involves the termination of an Employee's employment, all relevant information about the proposed terminations including the reasons for the proposed terminations, the number and categories of Employees likely to be affected, and the number of Employees normally employed, and the period over which the terminations are likely to be carried out; and
  - (iv) any other matters likely to affect the Employees.

42.4 The Employer is not required to disclose confidential or commercially sensitive information to the relevant Employees or their representative.

- 42.5 The Employer must give prompt and genuine consideration to matters raised about the major change by the relevant Employees or their representative.
- 42.6 In this clause, a major change is likely to have a significant effect on Employees if it results in:
- (a) the termination of the employment of Employees; or
  - (b) major change to the composition, operation or size of the Employer's workforce or to the skills required of Employees; or
  - (c) the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
  - (d) the alteration of hours of work; or
  - (e) the need to retrain Employees; or
  - (f) the need to relocate Employees to another workplace; or
  - (g) the restructuring of jobs.
- 42.7 In this clause, 'relevant Employees' means the Employees who may be affected by the major change.

## 43. CONSULTATION ABOUT CHANGE TO REGULAR ROSTER OR ORDINARY HOURS OF WORK

43.1 Where the Employer proposes to introduce a change to the regular roster or ordinary hours of work of Employees, the Employer must consult with the Employee or Employees affected and their representatives, if any, about the proposed change. If the Employee is a member of the Union, the Employee may appoint the Union to be their representative.

43.2 The Employer must:

- (a) provide to the Employee or Employees affected and their representatives, if any, all relevant information about the proposed change (for example, information about the nature of the change to the Employee's regular roster or ordinary hours of work and when that change is proposed to commence), and information about what the Employer reasonably believes will be the effects of the change on the Employees;
- (b) invite the Employee or Employees affected and their representatives, if any, to give their views about the impact of the proposed change (including any impact in relation to their family or caring responsibilities); and
- (c) give prompt and genuine consideration to any views about the impact of the proposed change that are given by the Employee or Employees concerned and/or their representatives.

43.3 The requirement to consult under this clause does not apply where an Employee has irregular, sporadic or unpredictable working hours.

43.4 These provisions are to be read in conjunction with other provisions within this Agreement concerning the scheduling of work and notice requirements.

## 44. FAIR PROCEDURES

### 44.1 Definitions

For the purpose of this clause:

- (a) **'Child'** means a person under the age of 18 years.
- (b) **'Exempt Allegation'** means an allegation which is not reportable conduct pursuant to the *Children's Guardian Act 2019 (NSW)*. An exempt allegation includes:
  - (i) conduct that is reasonable for the purposes of discipline, management or care of a child, having regard to the age, maturity, health or other characteristics of the child and to any relevant code of conduct or professional standard; or
  - (ii) the use of physical force if, in all the circumstances, the physical force is trivial or negligible, and the circumstances in which it was used have been investigated and the result of the investigation recorded in accordance with appropriate procedures; or
  - (iii) conduct of a class or kind exempted from being reportable conduct by the Children's Guardian under section 30 of the *Children's Guardian Act 2019 (NSW)*.
- (c) **'Reportable Allegation'** means an allegation of reportable conduct against an Employee or an allegation of misconduct that may involve reportable conduct, whether or not the conduct is alleged to have occurred in the course of the Employee's employment with the Employer.
- (d) **'Reportable Conduct'** as defined in the *Children's Guardian Act 2019 (NSW)* means:
  - (i) a sexual offence;
  - (ii) sexual misconduct;
  - (iii) ill-treatment of a child;
  - (iv) neglect of a child;
  - (v) an assault against a child;
  - (vi) an offence under section 43B or 316A of the *Crimes Act 1900 (NSW)*; or
  - (vii) behaviour that causes significant emotional or psychological harm to a child.

#### 44.2 PROCEDURAL FAIRNESS FOR EMPLOYEES IN DEALING WITH REPORTABLE ALLEGATIONS AND EXEMPT ALLEGATIONS

- (a) Subject to **paragraph 44.2(c)** an Employee, against whom a reportable allegation or an exempt allegation has been made in the course of employment, is to be informed by his or her Employer (or the person delegated by his or her Employer to do so) of the reportable allegation or exempt allegation made against them. The Employee will be given:
  - (i) an opportunity to respond to the reportable allegation or exempt allegation; and
  - (ii) sufficient information to enable them to respond to the matters alleged against him/her. He or she must be given full details unless the Police or other government agency involved in the investigation of the matters alleged against the Employee, have otherwise directed the Employer not to do so.
- (b) Where an interview is required, the Employee shall be advised in advance of the general purpose of any interview relevant to the reportable allegation or exempt allegation, the names and positions of persons who will be attending the interview; the right to be accompanied by a person of the Employee's choice (a witness). The Employee will be given sufficient notice of the proposed meeting time to allow such witness to attend. Such witness may be a Union representative.
- (c) Nothing in this **subclause 44.2** will require an Employer to act contrary to any written advice or notice given by the Police or government agency in accordance with **sections 31 – 33 of the Children's Guardian Act 2019 (NSW)** provided that:
  - (i) the Employer is acting in accordance with such written advice or notice; and
  - (ii) such written advice or notice has not expired or been revoked or withdrawn.

#### 44.3 ACCESS TO FILES

The Employee may, subject to giving reasonable notice, inspect a file regarding a reportable allegation or exempt allegation pursuant to the *Children's Guardian Act 2019 (NSW)*:

- (a) The Employee is to be informed by the Employer of the location of any files that the Employer holds relating to the Employee, concerning a reportable allegation or an exempt allegation made against the Employee;
- (b) Access is limited to the documents relevant to the adverse finding that was made and not the entire file;

- (c) The Employer may redact, restrict or withhold access to any such file, or part of a file, where the Employer has reason to believe that the provision of access would:
  - (i) compromise or put at risk the welfare or safety of a child who is the alleged victim or subject of the reportable allegation or exempt allegation; or
  - (ii) compromise or put at risk the wellbeing or safety of another Employee, another child, a parent or a member of the community who is the alleged victim, the reporter of the allegation, or a witness in the investigation; or
  - (iii) contravene a statutory provision, guideline or policy directive of a government authority or agency, in relation to the reporting or investigation, including police criminal investigation, of any reportable allegation or exempt allegation; or
  - (iv) prevent the Employer from conducting or completing the investigation or reporting the details of a reportable allegation or an exempt allegation against an Employee, in compliance with any statutory requirement.

#### **44.4 RESPONSE TIME**

- (a) The Employee must raise any concerns with the Employer, including submitting any further documentation, within 10 working days of inspecting the relevant file or part of the file.
- (b) The Employer must provide a response to the concerns raised to the Employee, place such documentation on the file and consider any material so raised with respect to the impact, if any, on the finding so made.

#### **44.5 ADDITIONAL DOCUMENTATION FROM EMPLOYEE**

- (a) An Employee against whom a reportable allegation or an exempt allegation has been made may submit to his or her Employer documentation, in response to the matters alleged against him or her.
- (b) The Employer must place such documentation on the file held by the Employer concerning the reportable allegation or exempt allegation made against the Employee.

#### **44.6 CONFIDENTIALITY OF DOCUMENTS AND FILES**

The Employer must implement procedures to safeguard the confidentiality of any file held by the Employer concerning any reportable allegation or exempt allegation made against an Employee.

## 45. UNION MEMBERS AND REPRESENTATIVES

- 45.1 Meetings of Union members who are employed at a school may be held on the Employer's premises at times and places reasonably convenient to both Union members and the Employer.
- 45.2 Union meetings must not take place during timetabled teaching time.
- 45.3 The Employer will permit the Union representative in the School to post Union notices relating to the holding of meetings on a common room noticeboard.
- 45.4 The Union representative will be permitted in working hours (other than timetabled teaching time) to meet the Employer or the Principal on Union business. Such meetings will take place at a time and place convenient to both parties.

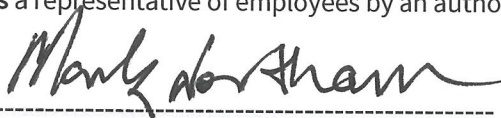
## SIGNATURES TO THE AGREEMENT

**EXECUTED** as an agreement

**SIGNED** for and on behalf of the

**INDEPENDENT EDUCATION UNION OF AUSTRALIA**

as a representative of employees by an authorised person in the presence of



Signature of authorised officer



Signature of witness



Name of authorised officer



Name of witness



Title of authorised officer

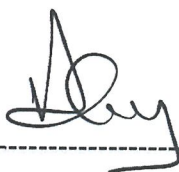


Address of authorised officer

**SIGNED** for and on behalf of the

**Trustees of the Roman Catholic Church for the Diocese of Broken Bay**

by an authorised person in the presence of



Signature of authorised officer

**Danny Casey**

Name of authorised officer

**Director of Schools**

Title of authorised officer



Address of authorised officer



Signature of witness

**Scott Cooper**

Name of witness



# SCHEDULE A - TEACHERS' SALARIES AND ALLOWANCES

## Catholic Schools Broken Bay - Pay Rates

**Table 1A - Teachers' Salaries**

CLASSIFICATION	Annual Salary from ffpp on or after approval (\$)	Annual Salary from ffpp on or after 1 January 2024 (\$)
		3.00% Increase
Conditionally Accredited Teacher (Level 1)	69,381	71,463
Conditionally Accredited Teacher (Level 2)	76,937	79,246
Band 1 (Graduate)	76,937	79,246
Band 2 (Proficient Teacher Level 1)	92,795	95,579
Band 2 (Proficient Teacher Level 2)	92,795	95,579
Band 2 (Proficient Teacher Level 3)	100,721	103,743
Band 2 (Proficient Teacher Level 4)	104,690	107,831
Band 2 (Proficient Teacher Level 5)	114,750	118,193
Band 3 (Highly Accomplished)	122,140	125,805
CLASSIFICATION	Fortnightly rate of pay from ffpp on or after approval (\$)	Fortnightly rate of pay from ffpp on or after 1 January 2024 (\$)
		3.00% Increase
Conditionally Accredited Teacher (Level 1)	2,661.19	2,741.05
Conditionally Accredited Teacher (Level 2)	2,951.00	3,039.57
Band 1 (Graduate)	2,951.00	3,039.57
Band 2 (Proficient Teacher Level 1)	3,559.26	3,666.04
Band 2 (Proficient Teacher Level 2)	3,559.26	3,666.04
Band 2 (Proficient Teacher Level 3)	3,863.27	3,979.18
Band 2 (Proficient Teacher Level 4)	4,015.50	4,135.98
Band 2 (Proficient Teacher Level 5)	4,401.36	4,533.43
Band 3 (Highly Accomplished)	4,684.82	4,825.39

**Table 1B - Teachers - Casual Rates**

CLASSIFICATION	Casual daily rate of pay from ffpp on or after approval (\$)	Casual daily rate of pay from ffpp on or after 1 January 2024(\$)
	3.00% Increase	3.00% Increase
Conditionally Accredited Teacher (Level 1)	358.87	369.64
Conditionally Accredited Teacher (Level 2)	397.94	409.89
Band 1 (Graduate)	397.94	409.89
Band 2 (Proficient Teacher Level 1)	479.97	494.37
CLASSIFICATION	Casual half-day rate of pay from ffpp on or after 1 January 2023(\$)	Casual half-day rate of pay from ffpp on or after 1 January 2024(\$)
	3.00% Increase	3.00% Increase
Conditionally Accredited Teacher (Level 1)	179.44	184.82
Conditionally Accredited Teacher (Level 2)	198.98	204.95
Band 1 (Graduate)	198.98	204.95
Band 2 (Proficient Teacher Level 1)	239.98	247.18

## Table 1C - Allowances for Promotion Positions

### Table 1C.1 Allowances for Assistant Principal Positions

<b>ASSISTANT PRINCIPAL PRIMARY</b> Primary Enrolment in a Primary Department at previous year's census date	Annual Allowance from ffpp on or after approval	Annual Allowance from ffpp on or after 1 January 2024 (\$)
		3.00% Increase
101-250 STUDENTS	28,317	29,167
251-400 STUDENTS	31,640	32,590
401-600 STUDENTS	35,142	36,197
601-800 STUDENTS	38,814	39,979
801+ STUDENTS	42,486	43,761
<b>ASSISTANT PRINCIPAL PRIMARY</b> Primary Enrolment in a Primary Department at previous year's census date	Fortnightly Allowance from ffpp on or after approval (\$)	Fortnightly Allowance from ffpp on or after 1 January 2024 (\$)
		3.00% Increase
101-250 STUDENTS	1,086.12	1,118.74
251-400 STUDENTS	1,213.59	1,250.03
401-600 STUDENTS	1,347.92	1,388.38
601-800 STUDENTS	1,488.74	1,533.45
801+ STUDENTS	1,629.58	1,678.51
<b>ASSISTANT PRINCIPAL SECONDARY</b> Secondary Enrolment in a Secondary Department at previous year's census date	Annual Allowance from ffpp on or after approval (\$)	Annual Allowance from ffpp on or after 1 January 2024 (\$)
		3.00% Increase
201-300 STUDENTS	35,142	36,197
301-600 STUDENTS	38,814	39,979
601-900 STUDENTS	42,486	43,761
901-1200 STUDENTS	46,155	47,540
1201+ STUDENTS	49,830	51,325
<b>ASSISTANT PRINCIPAL SECONDARY</b> Secondary Enrolment in a Secondary Department at previous year's census date	Fortnightly Allowance from ffpp on or after approval (\$)	Fortnightly Allowance from ffpp on or after 1 January 2024 (\$)
		3.00% Increase
201-300 STUDENTS	1,347.92	1,388.38
301-600 STUDENTS	1,488.74	1,533.45
601-900 STUDENTS	1,629.58	1,678.51
901-1200 STUDENTS	1,770.34	1,823.46
1201+ STUDENTS	1,911.29	1,968.64

### Table 1C.2 Allowances for Coordinators

	Annual Allowance from ffpp on or after approval (\$)	Annual Allowance from ffpp on or after 1 January 2024 (\$)
		3.00% Increase
COORDINATOR 1	8,923	9,191
COORDINATOR 2	17,841	18,377
COORDINATOR 3	26,763	27,565

	Fortnightly Allowance from ffpp on or after approval (\$)	Fortnightly Allowance from ffpp on or after 1 January 2024 (\$)
		3.00% Increase
COORDINATOR 1	342.24	352.54
COORDINATOR 2	684.32	704.88
COORDINATOR 3	1,026.51	1,057.31

**Table 1C.3 Allowances for Religious Education Coordinators**

<b>RELIGIOUS EDUCATION COORDINATOR PRIMARY LEVEL 1</b>	Annual Allowance from ffpp on or after approval (\$)	Annual Allowance from ffpp on or after 1 January 2024 (\$)
		3.00% Increase
LEVEL 1 1-250 STUDENTS	20,072	20,675
LEVEL 1 251-400 STUDENTS	22,300	22,969
LEVEL 1 400+ STUDENTS	26,758	27,561
<b>RELIGIOUS EDUCATION COORDINATOR PRIMARY LEVEL 1</b>	Fortnightly Allowance from ffpp on or after approval (\$)	Fortnightly Allowance from ffpp on or after 1 January 2024 (\$)
		3.00% Increase
LEVEL 1 1-250 STUDENTS	769.89	793.02
LEVEL 1 251-400 STUDENTS	855.35	881.01
LEVEL 1 400+ STUDENTS	1,026.34	1,057.14
<b>RELIGIOUS EDUCATION COORDINATOR SECONDARY LEVEL 1</b>	Annual Allowance from ffpp on or after approval (\$)	Annual Allowance from ffpp on or after 1 January 2024 (\$)
		3.00% Increase
LEVEL 1 1-300 STUDENTS	20,072	20,675
LEVEL 1 300+ STUDENTS	26,758	27,561
<b>RELIGIOUS EDUCATION COORDINATOR SECONDARY LEVEL 1</b>	Fortnightly Allowance from ffpp on or after approval (\$)	Fortnightly Allowance from ffpp on or after 1 January 2024(\$)
		3.00% Increase
LEVEL 1 1-300 STUDENTS	769.89	793.02
LEVEL 1 300+ STUDENTS	1,026.34	1,057.14
<b>RELIGIOUS EDUCATION COORDINATOR LEVEL 2</b>	Annual Allowance from ffpp on or after approval (\$)	Annual Allowance from ffpp on or after 1 January 2024 (\$)
		3.00% Increase
LEVEL 2 PRIMARY AND SECONDARY	17,841	18,377

<b>RELIGIOUS EDUCATION COORDINATOR LEVEL 2</b>	Fortnightly Allowance from ffpp on or after approval (\$)	Fortnightly Allowance from ffpp on or after 1 January 2024 (\$)
		3.00% Increase
LEVEL 2 PRIMARY AND SECONDARY	684.32	704.88

**Table 1D – Special Education Teacher Allowance**

<b>SPECIAL EDUCATION TEACHER ALLOWANCE</b>	Annual Allowance from ffpp on or after approval (\$)	Annual Allowance from ffpp on or after 1 January 2024 (\$)
		3.00% Increase
Full-time Teacher (per annum)	3,439	3,543
Full-time Teacher (Fortnightly)	131.90	135.89
Part-time or Casual teacher (per day)	16.94	17.45

**Table 1E - Allowances for Teachers**

<b>TRAVEL ALLOWANCE</b>	
The rates below will be calculated on a daily basis as follows:	Rate on and from the Commencement Date
<b>TRAVEL ALLOWANCE</b>	
Less than 100km	\$0.84 per km
100km and over	\$0.64 per km

- Fortnightly salary calculated in accordance with **subclause 17.1** - annual salary multiplied by 14 and divided by 365.

## SCHEDULE B – GENERAL EMPLOYEES’ RATES OF PAY AND ALLOWANCES

**Table 2A - General Employees - Unaveraged Annual Rate of Pay (48 Weeks per year)**

General Employees	Annual Salary from ffpp on or after approval	Annual Salary from ffpp on or after 1 January 2024
		3.00% increase
Level 1.1	51,826	53,381
Level 1.2	55,956	57,635
Level 2.1	56,438	58,132
Level 2.2	58,816	60,581
Level 2.3	59,887	61,684
Level 3.1	66,312	68,302
Level 3.2	66,563	68,560
Level 3.3	66,820	68,825
Level 3A	67,732	69,764
Level 4.1	74,760	77,003
Level 4.2	76,106	78,390
Level 4.3	81,676	84,127
Level 4.4	86,892	89,499
Level 5	86,892	89,499
Level 5A.1	94,487	97,322
Level 5A.2	97,170	100,086
Level 6B	99,792	102,786

**Table 2B - General Employees - Unaveraged Weekly Rate of Pay (48 Weeks per year)**

General Employees	Weekly rate of pay from ffpp on or after approval	Weekly Rate of pay from ffpp on or after 1 January 2024
		3.00% Increase
Level 1.1	993.98	1,023.80
Level 1.2	1,073.19	1,105.39
Level 2.1	1,082.43	1,114.92
Level 2.2	1,128.04	1,161.89
Level 2.3	1,148.58	1,183.05
Level 3.1	1,271.81	1,309.97
Level 3.2	1,276.62	1,314.92
Level 3.3	1,281.55	1,320.00
Level 3A	1,299.04	1,338.01
Level 4.1	1,433.83	1,476.85

Level 4.2	1,459.65	1,503.45
Level 4.3	1,566.47	1,613.48
Level 4.4	1,666.51	1,716.51
Level 5	1,666.51	1,716.51
Level 5A.1	1,812.18	1,866.55
Level 5A.2	1,863.64	1,919.56
Level 6B	1,913.92	1,971.35

**Table 2C - General Employees - Unaveraged Part-time Hourly Rate of Pay (48 Weeks per year)**

General Employees	Part-time rate of pay from ffpp on or after approval	Part-time rate of pay from ffpp on or after 1 January 2024
		3.00% Increase
Level 1.1	26.16	26.94
Level 1.2	28.24	29.09
Level 2.1	28.49	29.34
Level 2.2	29.69	30.58
Level 2.3	30.23	31.13
Level 3.1	33.47	34.47
Level 3.2	33.60	34.60
Level 3.3	33.73	34.74
Level 3A	34.19	35.21
Level 4.1	37.73	38.86
Level 4.2	38.41	39.56
Level 4.3	41.22	42.46
Level 4.4	43.86	45.17
Level 5	43.86	45.17
Level 5A.1	47.69	49.12
Level 5A.2	49.04	50.51
Level 6B	50.37	51.88

**Table 2D - General Employees - Averaged Weekly Rate of Pay - (School Terms Only)**

General Employees	Weekly rate of pay from ffpp on or after approval	Weekly Rate of pay from ffpp on or after 1 January 2024
		3.00% Increase
Level 1.1	894.58	921.42
Level 1.2	965.87	994.85
Level 2.1	974.19	1,003.43
Level 2.2	1,015.24	1,045.70
Level 2.3	1,033.72	1,064.75
Level 3.1	1,144.63	1,178.97
Level 3.2	1,148.96	1,183.43

Level 3.3	1,153.40	1,188.00
Level 3A	1,169.14	1,204.21
Level 4.1	1,290.45	1,329.17
Level 4.2	1,313.69	1,353.11
Level 4.3	1,409.82	1,452.13
Level 4.4	1,499.86	1,544.86
Level 5	1,499.86	1,544.86
Level 5A.1	1,630.96	1,679.90
Level 5A.2	1,677.28	1,727.60
Level 6B	1,722.53	1,774.22

**Table 2E - General Employees - Averaged Hourly Rate of Pay (School Terms Only)**

General Employees	Part-time rate of pay from ffpp on or after approval	Part-time rate of pay from ffpp on or after 1 January 2024
		3.00% Increase
Level 1.1	23.54	24.25
Level 1.2	25.42	26.18
Level 2.1	25.64	26.41
Level 2.2	26.72	27.52
Level 2.3	27.21	28.02
Level 3.1	30.12	31.02
Level 3.2	30.24	31.14
Level 3.3	30.36	31.27
Level 3A	30.77	31.69
Level 4.1	33.96	34.97
Level 4.2	34.57	35.60
Level 4.3	37.10	38.21
Level 4.4	39.47	40.65
Level 5	39.47	40.65
Level 5A.1	42.92	44.21
Level 5A.2	44.14	45.46
Level 6B	45.33	46.69

**Table 2F - General Employees - Casual Rates of Pay**

General Employees	Casual rate of pay from ffpp on or after approval	Casual Rate of pay from ffpp on or after 1 January 2024
		3.00% Increase
Level 1.1	32.70	33.68
Level 1.2	35.30	36.36
Level 2.1	35.61	36.68
Level 2.2	37.11	38.23
Level 2.3	37.79	38.91
Level 3.1	41.84	43.09

Level 3.2	42.00	43.25
Level 3.3	42.16	43.43
Level 3A	42.74	44.01
Level 4.1	47.16	48.58
Level 4.2	48.01	49.45
Level 4.3	51.53	53.08
Level 4.4	54.83	56.46
Level 5	54.83	56.46
Level 5A.1	59.61	61.40
Level 5A.2	61.30	63.14
Level 6B	62.96	64.85

**Table 2G - Allowances for General Employees**

TRAVEL ALLOWANCE		
The rates below will be calculated on a daily basis as follows:	Rate on and from the Commencement Date	
TRAVEL ALLOWANCE		
Less than 100km	\$0.84 per km	
100km and over	\$0.64 per km	
MEAL ALLOWANCE		
On and from the Commencement Date the meal allowance will be \$16.91 per occasion		
OTHER ALLOWANCES		
ALLOWANCE	Rate from ffpp on or after Commencement Date (\$)	Rate from ffpp on or after 1 January 2024
		3.00% Increase
First Aid per week	21.67	22.32
First Aid per day	4.33	4.46
Health Care Procedures per week	22.59	23.27
Health Care Procedures per day	4.52	4.65
Uniform & Laundry	8.25	8.25
Broken Shift per period of duty *	9.02	9.29
Overnight Camp Allowance	54.00	55.62

**\* Broken Shift Allowance** – Note: the maximum amount payable under this allowance is a maximum of two payments per day.



# ANNEXURE A - PERSONAL/CARER'S LEAVE PORTABILITY

## 1. APPLICATION:

- (a) This Annexure sets out Personal/Carer's Leave portability for Employees who were previously employed by a Catholic Employer listed below.
- (b) This Annexure establishes obligations on CSBB to recognise Personal/Carer's Leave portability for Employees.
- (c) Employees who intend on terminating their employment and obtaining employment with a new Employer should always refer to their proposed new Employer's industrial instruments for information about whether leave entitlements can be transferred.
- (d) A 'Catholic Employer' includes:
  - (i) An Employer being a Roman Catholic Diocese in the State of New South Wales and the Australian Capital Territory and
  - (ii) The NSW Catholic Independent Schools Employers listed below for Teachers only:

Brigidine College, St Ives	Chevalier College, Bowral
Christian Brothers High School, Lewisham	Edmund Rice College, Wollongong
Holy Saviour School, Greenacre	Mater Dei, Camden
Mount St Benedict College, Pennant Hills	Oakhill College, Castle Hill
Our Lady of Mercy College, Parramatta	Red Bend Catholic College, Forbes
Rosebank College, Five Dock	Santa Sabina College, Strathfield
St Dominic's College, Penrith	St Edmund's School, Wahroonga
St Edward's College, East Gosford	St Gabriel's School, Castle Hill
St Gregory's College, Campbelltown	St Joseph's College, Hunters Hill
St Lucy's School, Wahroonga	St Mary Star of the Sea College, Wollongong
St Patrick's College, Campbelltown	St Patrick's College, Strathfield
St Paul's International College, Moss Vale	St Pius X College, Chatswood
St Scholastica's College, Glebe	St Vincent's College, Potts Point
The John Berne School, Lewisham	Trinity Catholic College, Lismore
Waverley College, Waverley	St Charbel's College, Punchbowl
St Augustine's College, Brookvale	Wollongong Flexible Learning Centre, Towradji
St Mary's Flexible Learning Centre, St Marys	St Laurence Flexible Learning Centre, Broadmeadow

- (iii) The ACT Catholic Independent Schools Employers listed below for Teachers only:

Daramalan College, Dickson
The Trustees of the Marist Brothers trading as Marist Schools Australia on behalf of Marist College Canberra
The Trustees of Edmund Rice Education Australia trading as St Edmund's College, Canberra.

## 2. OPERATION

- (a) An Employee, who was previously employed with another Catholic Employer on a full-time, part-time or temporary basis, will be entitled to portability of Personal/Carer's Leave as follows.
- (b) Untaken paid personal/carers that has accumulated with the previous Catholic Employer will be credited to the Employee as accumulated personal/carers leave on the commencement of their employment with CSBB. The maximum personal/carers leave portable from a Catholic Employer will be 150 days.
- (c) For an Employee to be eligible for portability of personal/carers leave under this clause, the Employee must satisfy the following criteria:
- (i) The Employee has commenced employment with CSBB within six months or two terms, whichever is the greater, of the termination of the Employee's employment with the other Catholic Employer.
- (ii) The former Catholic Employer will provide to each Employee, on the termination of the Employee's employment, a completed version of the form set below, and the Employee will provide the original completed form to CSBB within four school weeks of the commencement of employment with the new Employer.

## 3. RECIPROCAL OPERATION

The parties note this Annexure A reflects reciprocal arrangements which extend portability of personal carer's leave entitlement for employees leaving employment with CSBB to take up employment with another Catholic Employer.

In these circumstances CSBB will take all reasonable steps to facilitate recognition of personal leave entitlement by another Catholic Employer.

## PERSONAL/CARER'S LEAVE PORTABILITY – EMPLOYER CERTIFICATE

### Part to be completed by former Catholic Employer

[NAME OF EMPLOYEE] was employed by the [NAME OF THE EMPLOYER] as [INSERT POSITION TITLE] on [INSERT COMMENCEMENT DATE] and ceased work on [INSERT DATE].

At that time untaken personal/carer's leave over the preceding [INSERT NUMBER] years of continuous service was as follows:

#### Set Out Record

For example for Catholic Independent School Employers

	NUMBER OF UNTAKEN PERSONAL/CARER'S LEAVE DAYS
Last year of employment	
Year 2 accumulation	
Year 3 accumulation	
Year 4 accumulation	
Year 5 accumulation	
Year 6 accumulation	
(etc up to 15 years if necessary)	

For example for Catholic Diocesan Employers

Total untaken paid personal/carer's leave as at last day of service: \_\_\_\_\_

Signature of Employer \_\_\_\_\_

Date\_\_\_\_\_

Note: Under this Arrangement, the maximum personal/carer's leave portable from a Catholic Employer will be 150 days.

### Part to be completed by employee

I, [INSERT NAME OF EMPLOYEE] was formerly employed by [INSERT NAME OF PARTICIPATING EMPLOYER] from [INSERT COMMENCEMENT DATE] to [INSERT LAST DAY OF EMPLOYMENT]

Signature of Employee \_\_\_\_\_

Date\_\_\_\_\_

# ANNEXURE B - INTRASTATE LONG SERVICE LEAVE PORTABILITY ARRANGEMENT

## 1. APPLICATION

This Annexure will apply to:

- (a) CSBB; and
- (b) Any person employed in a Catholic school listed in clause 6 or in a Catholic school, Catholic Education Office or Catholic Schools Office operated by an Catholic Employer listed in **clause 6**:
  - (i) whose employment is terminated with an Catholic Employer; and
  - (ii) who is subsequently employed by CSBB after after 28 January 2005; and
  - (iii) who qualifies to transfer his/her long service leave entitlement from one Employer to another Employer under this Arrangement or the former industrial instrument the Catholic Schools Long Service Leave Portability (State) Agreement as made by NSW Industrial Relations Commission on 17 December 2004 and gazette in NSW Industrial Gazette Vol 350. Pg.1140.

## 2. OBJECTIVE

The principal object of this Annexure is to provide for the portability of Long Service Leave to employees engaged in Catholic Education, together with employees employed in schools of the organisations listed in **clause 6** under defined employment circumstances ("continuous" service). Service will be deemed to be continuous when an employee terminates employment with a former Employer and shortly thereafter commences employment with the Employer.

## 3. DEFINITIONS

For the purpose of this Annexure:

- (a) **'Employer'** means Catholic Schools Broken Bay and any employer listed in **clause 6** of this Annexure.
- (b) **'Former Employer'** means any Employer listed in **clause 6** of this Annexure on the day of an Employee's last termination of employment.
- (c) **'New Employer'** means any Employer listed in **clause 6** of this Annexure.
- (d) **'Service'** means service as an adult within the terms of the *Long Service Leave Act 1955* (NSW), as applicable as at the date of this Agreement.

- (e) **‘Employee’** means any person employed in a Catholic school listed in **clause 6** or in a Catholic school, Catholic Education Office or Catholic Schools Office operated by a Catholic Employer listed in **clause 6** of this Annexure and who is eligible to be enrolled as a member of the Union.
- (f) **‘Union’** means the Independent Education Union of Australia.

## 4. LONG SERVICE LEAVE PORTABILITY

- 4.1 Entitlement to Long Service Leave will be in accordance with the provisions of the Act, the Long Service Leave Act 1955 (NSW), the Long Service Leave Act 1976 (ACT), and any applicable enterprise agreement and any enterprise agreement (including any amendments or replacements of the legislation or industrial instruments) that applies to the Employer.
- 4.2 Continuous service with a former Employer as at the operative date of this Agreement, will be recognised by CSBB for the purpose of this Annexure provided that:
  - (a) The Employee has completed an initial qualifying period (the “Initial Qualifying Period”) of:
    - (i) at least one year of continuous service with a former Employer listed in **clause 7** of this Annexure; or
    - (ii) at least five years of continuous service with a former Employer listed in **clause 8** of this Annexure.
  - (b) An Employee will only be entitled to the portability of his or her long service leave where he or she commences employment with the Employer and no more than the equivalent of two full school terms have elapsed between ceasing employment with the Former Employer and commencing employment with the Employer.
  - (c) Service prior to the Initial Qualifying Period will not be counted for the purpose of calculating long service leave entitlements in accordance with **paragraph 4.2(a)**.
- 4.3 Notwithstanding an Employee may have taken all or part of their accrued long service leave with their Former Employer or may have been paid out on termination all or part of their long service leave by their Former Employer, the Employee’s period of continuous service with the Former Employer will be recognised by CSBB for the purposes of calculating any entitlement to long service leave.
- 4.4 Prior service will be recognised by CSBB on the understanding that the Employee is not entitled to take or be paid long service leave which they have already taken or been paid by their Former Employer.

- 4.5 Notwithstanding the provisions of **subclause 4.2**, where the Former Employer has a different rate of accumulation of long service leave to the Employer, the following will occur:
- (a) Service with the Former Employer will be recognised as service with CSBB; and
  - (b) The accrued entitlement to long service leave recognised by CSBB will be that which the Employee had accrued at the date of ceasing employment with the Former Employer.

## 5. ADMINISTRATIVE ARRANGEMENTS

- 5.1 Upon notification of termination CSBB will provide eligible Employees with the following documentation:
- (a) Prescribed form as set out in **Attachment A** to this Annexure;
  - (b) Information sheet as set out in **Attachment B** of this Annexure;
  - (c) Details of the Employee's long service leave entitlements (refer **paragraphs 5.5(a) to 5.5(f)** below).
  - (d) An Employee who is eligible to an entitlement to long service leave and/or has completed an initial qualifying period and terminates his/her services with an Employer and accepts a position as an Employee with the Employer, may elect to make an application in accordance with this clause.
- 5.2 The Employee will make an application in accordance with this Annexure in the prescribed form as specified in **Attachment A** of this Annexure and submit it to the Employer within 14 days of commencing duties as an Employee with the Employer.
- 5.3 CSBB will forward the completed application to the new Employer.
- 5.4 On receipt of an application, CSBB will advise the new Employer of the following details in relation to the applicant:
- (a) The period of service with CSBB;
  - (b) Details of other periods of service with any other Employer (the details of which will be supplied by the Employee to CSBB);
  - (c) Details of the calculation of the monetary entitlement which is to be made in recognition of continuous service (including the ordinary rate of pay with CSBB);
  - (d) The date of termination of employment;
  - (e) Details of past long service leave taken by the Employee; and

- (f) The number of days or hours long service leave accumulated by the Employee on termination and the Employee's full-time equivalent load on termination.
- 5.5 CSBB will remit within three months of the termination of employment of the Employee as specified in **paragraph 5.5(d)**, the value of the monetary entitlement as specified in **paragraph 5.5(c)** to the New Employer.
- 5.6 CSBB will advise the Employer and the Employee when the transfer has been affected.
- 5.7 The parties note this **Annexure B** reflects reciprocal arrangements which extend portability of long service leave entitlements for employees leaving employment with CSBB to take up employment with another Catholic Employer.
- In these circumstances CSBB will take all reasonable steps to facilitate recognition of personal leave entitlement by another Catholic Employer.

## 6. PARTICAPTING CATHOLIC EMPLOYERS

### THE CATHOLIC DIOCESAN SYSTEM AUTHORITY OF:

The Diocese of Armidale	The Diocese of Parramatta
The Diocese of Bathurst	The Archdiocese of Sydney
The Diocese of Maitland-Newcastle	The Diocese of Wagga Wagga
The Archdiocese of Canberra and Goulburn	The Diocese of Wilcannia-Forbes
The Diocese of Lismore	The Diocese of Wollongong

### CATHOLIC INDEPENDENT SCHOOLS

The John Berne School, Lewisham	St Charbel's College, Punchbowl
Boys' Town, Engadine	St Clare's College, Waverley
Brigidine College, St Ives	St Dominic's College, Penrith
Chevalier College, Bowral	St. Edward's College, Gosford
Christian Brothers High School, Lewisham	St. Edmund's College Canberra
Daramalan College, Dickson, ACT	St. Edmund's School, Wahroonga
Edmund Rice College, Wollongong	St. Gabriel's School, Castle Hill
Holy Saviour School, Greenacre	St. Gregory's College, Campbelltown

Kincoppal-Rose Bay School of the Sacred Heart, Rose Bay	St. Joseph's College, Hunters Hill
Marist College, Canberra	St. Lucy's School, Wahroonga
Mater Dei School, Camden	St. Maroun's School, Dulwich Hill
Monte Sant' Angelo Mercy College, North Sydney	St Mary Star of the Sea College, Wollongong
Mount St. Benedict College, Pennant Hills	St Paul's International College, Moss Vale
Mount St Joseph High School, Milperra	St. Patrick's College, Strathfield
Oakhill College, Castle Hill	St. Patrick's College, Campbelltown
Maronite College of the Holy Family, Paramatta	St. Pius X College, Chatswood
Our Lady of Mercy College, Parramatta	St. Scholastica's College, Glebe Point
Red Bend Catholic College, Forbes	St. Stanislaus' College, Bathurst
Rosebank College, Five Dock	St Vincent's College, Potts Point
Santa Sabina College, Strathfield	Trinity Catholic College, Lismore
Stella Maris College, Manly	Waverley College, Waverley
St Augustine's College, Brookvale	Wollongong Flexible Learning Centre, Towradji
St Mary's Flexible Learning Centre, St Marys	St. Laurence Flexible Learning Centre, Broadmeadow

## 7. ONE YEAR QUALIFYING PERIOD

THE CATHOLIC DIOCESAN SYSTEM AUTHORITY OF:

The Diocese of Armidale	The Diocese of Parramatta
The Diocese of Bathurst	The Archdiocese of Sydney
The Diocese of Maitland-Newcastle	The Diocese of Wagga Wagga
The Archdiocese of Canberra and Goulburn	The Diocese of Wilcannia-Forbes
The Diocese of Lismore	The Diocese of Wollongong

CATHOLIC INDEPENDENT SCHOOLS

The John Berne School, Lewisham	St. Clare's College, Waverley
Boys' Town, Engadine*	St. Dominic's College, Penrith



Brigidine College, St Ives	St. Edward's College, Gosford
Chevalier College, Bowral*	St. Edmund's College, Canberra
Christian Brothers High School, Lewisham	St. Edmund's School, Wahroonga
Daramalan College, Dickson, ACT	St. Gabriel's School, Castle Hill
Edmund Rice College, Wollongong	St. Gregory's College, Campbelltown
Holy Saviour School, Greenacre	St. Joseph's College, Hunters Hill
Kincoppal-Rose Bay School of the Sacred Heart, Rose Bay	St. Lucy's School, Wahroonga
Marist College, Canberra	St. Mary Star of the Sea College, Wollongong*
Mater Dei School, Camden	St. Maroun's School, Dulwich Hill
Mount St. Benedict College, Pennant Hills	St Paul's International College, Moss Vale
Mount St Joseph, Milperra	St. Patrick's College, Strathfield
Oakhill College, Castle Hill	St. Patrick's College, Campbelltown
Maronite College of the Holy Family, Parramatta	St. Pius X College, Chatswood
Our Lady of Mercy College, Parramatta	St. Scholastica's College, Glebe Point
Rosebank College, Five Dock	St. Stanislaus' College, Bathurst
Santa Sabina College, Strathfield	St Vincent's College, Potts Point
Stella Maris College, Manly	Trinity Catholic College, Lismore
St. Augustine's College, Brookvale	Waverley College, Waverley
St. Charbel's College, Punchbowl	St. Laurence Flexible Learning Centre, Broadmeadow

Note: In respect of service prior to 30 January 2006, Boys' Town, Engadine, and St Mary Star of the Sea College, Wollongong, were Five Year Qualifying Period Employers. In respect of service prior to 1 January 2010, Chevalier College, Bowral was a Five Year Qualifying Period Employer.

## 8. FIVE YEAR QUALIFYING PERIOD

### CATHOLIC INDEPENDENT SCHOOLS

Monte Sant' Angelo Mercy College, North Sydney	Red Bend Catholic College, Forbes
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## AGREEMENT AND APPLICATION TO TRANSFER LONG SERVICE LEAVE

Agreement and Application to transfer Long Service Leave Entitlements and Eligible Service in Accordance with the Catholic Schools Intrastate Long Service Leave Portability (State) Arrangement

### LONG SERVICE LEAVE PORTABILITY FORM

Within 14 days of commencing duties as an Employee with the Employer, the Employee must complete Part One of this form and provide this form to the Employer.

The Employer will complete Part Two, retain a copy, and forward the form to the Former Employer

### PART ONE (TO BE COMPLETED BY THE EMPLOYEE)

I, [INSERT NAME OF EMPLOYEE] was until [INSERT LAST DAY OF EMPLOYMENT WITH FORMER EMPLOYER] employed at [INSERT NAME OF FORMER SCHOOL/COLLEGE/EMPLOYER].

As from [INSERT START DATE OF EMPLOYMENT WITH CSBB] I have been/will be employed by [CSBB].

I apply for portability of Long Service Leave entitlements and recognition of eligible service in accordance with **Clause 5 of the Catholic Schools Intrastate Long Service Leave Portability Arrangement**.

I agree that all amounts of leave which may be due to me pursuant to the *Long Service Leave Act 1955 (NSW)* or the *Long Service Leave Act 1976 (ACT)*, the Annexure or any enterprise agreement may be remitted to my Employer, and I AUTHORISE AND DIRECT my Former Employer to remit such amounts to my Employer.

In consideration of the payment of the said amount to the Employer:

- (a) I RELEASE AND DISCHARGE my Former Employer from all actions, claims, proceedings and demands of whatsoever nature arising from any amounts which my Former Employer would have been required to pay me under the Act, the Annexure/Enterprise Agreement or any enterprise agreement but for this agreement and I indemnify and agree to keep indemnified my Former Employer from all such actions, claims, proceedings or demands.
- (b) I AGREE that no long service leave will be given to me or payment made in lieu thereof until such time as I become entitled to the said leave or payment by virtue of the provisions of the Act, the Annexure/Enterprise Agreement or any enterprise agreement or the Catholic Schools Intrastate Long Service Leave Portability Arrangement or as agreed between the New Employer and myself.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_

SIGNED \_\_\_\_\_

ADDRESS \_\_\_\_\_

**PART TWO (TO BE COMPLETED BY THE NEW EMPLOYER)**

I, *[INSERT NAME OF AUTHORISED EMPLOYER REPRESENTATIVE]* for and on behalf of [CSBB] (New Employer) with full authority to act on behalf of CSBB in this regard, in consideration of the Employee agreeing to employment by CSBB and in consideration of the payment to CSBB of the Long Service Leave payments in respect of the New Employee do AGREE and UNDERTAKE to give to the New Employee any Long Service Leave (or payments in lieu of Long Service Leave), which he/she may be entitled under the Act, this Agreement or any enterprise agreement and the agreement, notwithstanding that CSBB may no longer be a party to the agreement at the time such leave or payment becomes due.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_

SIGNED \_\_\_\_\_,  
for and on behalf of CSBB.

TITLE \_\_\_\_\_

## EMPLOYEE INFORMATION SHEET

The *Long Service Leave Portability Annexure* (the “Annexure”) has been developed as a benefit to be provided to Employees of participating Catholic Employer in recognition of the significant contribution made by these Employees in advancing the mission of the Catholic Church in the area of Catholic education.

A participating NSW/ACT Catholic Diocesan Authority or participating Catholic Independent School Authority means any participating Employer listed in **clause 6 of the Annexure**.

Employees of participating Catholic Schools are entitled under the Annexure to transfer their long service leave entitlements when they terminate their employment with one participating Employer and become employed by another participating Employer in the capacity of principal, teacher, adviser, or non-teacher within a period not exceeding the equivalent of two school terms.

At the time of an Employee’s termination, the Employee’s Employer will provide them with the following documents if they have met the required qualifying period of continuous service:

- (i) Application to transfer long service leave entitlements; and
- (ii) Details of long service leave entitlements.

An Employee is required to apply for the transfer of long service leave entitlement and for the recognition of eligible service by completing the form which is attached (**Attachment A of the Annexure**) and providing it to their New Employer within 14 days of the commencement of their duties.

An Employee who has made an application for the transfer of their long service leave entitlements and for the recognition of eligible service will receive correspondence from their New Employer to inform them that those entitlements have been transferred to them on their behalf and that such entitlements will continue to accrue in accordance with the enterprise agreement under which the Employee is engaged.

# ANNEXURE C – NATIONAL TRAINING WAGE

## 1. TITLE

This is the National Training Wage Annexure for General Employees. It is derived from Schedule E of the Miscellaneous Award 2020, and the rates contained in this Annexure may be adjusted consistent with changes to the rates contained in that award, as set out in **subclause 5.5**.

## 2. DEFINITIONS

In this Annexure:

- (a) adult trainee is a trainee who would qualify for the highest minimum wage in Wage Level A, B or C if covered by that wage level.
- (b) approved training means the training specified in the training contract.
- (c) Australian Qualifications Framework (AQF) is a national framework for qualifications in post-compulsory education and training.
- (d) out of school refers only to periods out of school beyond Year 10 as at the first of January in each year and is deemed to:
  - (i) include any period of schooling beyond Year 10 which was not part of or did not contribute to a completed year of schooling;
  - (ii) include any period during which a trainee repeats in whole or part a year of schooling beyond Year 10; and
  - (iii) not include any period during a calendar year in which a year of schooling is completed.
- (e) relevant State or Territory training authority means the bodies in the relevant State or Territory which exercise approval powers in relation to traineeships and register training contracts under the relevant State or Territory vocational education and training legislation.
- (f) relevant State or Territory vocational education and training legislation means the following or any successor legislation:
  - (i) Australian Capital Territory: Training and Tertiary Education Act 2003;
  - (ii) New South Wales: Apprenticeship and Traineeship Act 2001;
  - (iii) Northern Territory: Northern Territory Employment and Training Act 1991;
  - (iv) Queensland: Vocational Education, Training and Employment Act 2000;
  - (v) South Australia: Training and Skills Development Act 2008;

- (vi) Tasmania: Vocational Education and Training Act 1994,
- (vii) Victoria: Education and Training Reform Act 2006; or
- (viii) Western Australia: Vocational Education and Training Act 1996
- (ix) trainee is an employee undertaking a traineeship under a training contract.
- (g) traineeship means a system of training which has been approved by the relevant State or Territory training authority, which meets the requirements of a training package developed by the relevant Industry Skills Council and endorsed by the National Quality Council, and which leads to an AQF certificate level qualification.
- (h) training contract means an agreement for a traineeship made between an employer and an employee which is registered with the relevant State or Territory training authority.
- (i) training package means the competency standards and associated assessment guidelines for an AQF certificate level qualification which have been endorsed for an industry or enterprise by the National Quality Council and placed on the National Training Information Service with the approval of the Commonwealth, State and Territory Ministers responsible for vocational education and training, and includes any relevant replacement training package year 10 includes any year before Year 10.

### 3. COVERAGE

Subject to **subclauses 3.2 to 3.6**, this Annexure applies in respect of an employee covered by this Agreement who is undertaking a traineeship whose training package and AQF certificate level is allocated to a wage level by **Appendix 1** to this Annexure or by **subclause 5.4**.

- (a) This Annexure only applies to AQF Certificate Level IV traineeships for which a relevant AQF Certificate Level III traineeship is listed in **Appendix 1**.
- (b) This Annexure does not apply to the apprenticeship system or to any training program which applies to the same occupation and achieves essentially the same training outcome as an existing apprenticeship in an award as at 25 June 1997.
- (c) This Annexure does not apply to qualifications not identified in training packages or to qualifications in training packages which are not identified as appropriate for a traineeship.
- (d) Where the terms and conditions of this Annexure conflict with other terms and conditions of this Agreement dealing with traineeships, the other terms and conditions of this Agreement prevail.
- (e) At the conclusion of the traineeship, this Annexure ceases to apply to the employee.

## 4. TYPES OF TRAINEESHIP

The following types of traineeship are available under this Annexure:

- (a) a full-time traineeship based on 38 ordinary hours per week, with 20% of ordinary hours being approved training; and
- (b) a part-time traineeship based on less than 38 ordinary hours per week, with 20% of ordinary hours being approved training solely on-the-job or partly on-the-job and partly off-the-job, or where training is fully off-the-job.

## 5. MINIMUM WAGES

Minimum Wages for trainees shall be in accordance with Clause E.4 of Schedule E of the Miscellaneous Award 2020, as varied from time to time.

## 6. EMPLOYMENT CONDITIONS

- 6.1 A trainee undertaking a school-based traineeship may, with the agreement of the trainee, be paid an additional loading of 25% on all ordinary hours worked instead of paid annual leave, paid personal/carer's leave and paid absence on public holidays, provided that where the trainee works on a public holiday then the public holiday provisions of this Agreement apply.
- 6.2 A trainee is entitled to be released from work without loss of continuity of employment and to payment of the appropriate wages to attend any training and assessment specified in, or associated with, the training contract.
- 6.3 Time spent by a trainee, other than a trainee undertaking a school-based traineeship, in attending any training and assessment specified in, or associated with, the training contract is to be regarded as time worked for the employer for the purposes of calculating the trainee's wages and determining the trainee's employment conditions.
- 6.4 Subject to **subclause 3.5** of this Annexure, all other terms and conditions of this Agreement apply to a trainee unless specifically varied by this Annexure.

# APPENDIX 1 OF ANNEXURE C

## ALLOCATION OF TRAINEESHIPS TO WAGE LEVELS

1. The wage levels applying to training packages and their AQF certificate levels are:

### 1.1 WAGE LEVEL A

TRAINING PACKAGE	AQF CERTIFICATE LEVEL
Aero Skills	II
Aviation	I II III
Beauty	III
Business Services	I II III
Chemical, Hydrocarbons and Refining	I II III
Civil Construction	III
Coal Training Package	II III
Community Services	II III
Construction, Plumbing and Services Integrated Framework	I II III
Correctional Services	II III
Drilling	II III
Electricity Supply Industry – Generation Sector	II III (in Western Australia only)
Electricity Supply Industry – Transmission, Distribution and Rail Sector	II
Electrotechnology	I II III (in Western Australia only)
Financial Services	I II III
Floristry	III
Food Processing Industry	III
Gas Industry	III
Information and Communications Technology	I II III



Laboratory Operations	I II
Local Government (other than Operational Works Cert I and II)	I II III
Manufactured Mineral Products	III
Manufacturing	I II III
Maritime	I II III
Metal and Engineering (Technical)	II III
Metalliferous Mining	II III
Museum, Library and Library/Information Services	II III
Plastics, Rubber and Cable Making	III
Public Safety	III
Public Sector	II III
Pulp and Paper Manufacturing Industries	III
Retail Services (including wholesale and Community pharmacy)	III
Telecommunications	II III
Textiles, Clothing and Footwear	III
Tourism, Hospitality and Events	I II III
Training and Assessment	III
Transport and Distribution	III
Water Industry (Utilities)	III

## 1.2 WAGE LEVEL B

<b>TRAINING PACKAGE</b>	<b>AQF CERTIFICATE LEVEL</b>
Animal Care and Management	I II III
Asset Maintenance	I II III
Australian Meat Industry	I II III
Automotive Industry Manufacturing	II III
Automotive Industry Manufacturing	II III
Automotive Industry Retail, Service and Repair	I II III
Beauty	II
Caravan Industry	II III
Civil Construction	I
Community Recreation Industry	III
Entertainment	I II III
Extractive Industries	II III
Fitness Industry	III
Floristry	II
Food Processing Industry	I II
Forest and Forest Products Industry	I II III
Furnishing	I II III
Gas Industry	I II
Health	II III
Local Government (Operational Works)	I II
Manufactured Mineral Products	I II
Metal and Engineering (Production)	II III

Outdoor Recreation Industry	I II III
Plastics, Rubber and Cable Making	II
Printing and Graphic Arts	II III
Property Services	I II III
Public Safety	I II
Pulp and Paper Manufacturing Industries	I II
Retail Services	I II
Screen and Media	I II III
Sport Industry	II III
Sugar Milling	I II III
Textiles, Clothing and Footwear	I II
Transport and Logistics	I II
Visual Arts, Craft and Design	I II III
Water Industry	I II

### 1.3 WAGE LEVEL c

<b>TRAINING PACKAGE</b>	<b>AQF CERTIFICATE LEVEL</b>
Agri-Food	I
Amenity Horticulture	I II III
Conservation and Land Management	I II III
Funeral Services	I II III
Music	I II III
Racing Industry	I II III
Rural Production	I II III
Seaford Industry	I II III