



## **SCHOOL EMPLOYEES**

ARCHDIOCESE OF  
CANBERRA AND GOULBURN CATHOLIC DIOCESAN  
SCHOOLS

**COLLECTIVE AGREEMENT 2008 – 2011**



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## 1 TITLE

This agreement shall be known as the School Employees (Archdiocese of Canberra and Goulburn - Catholic Diocesan Schools) Certified Agreement 2008 - 2011.

## 2 PARTIES BOUND

The parties bound by this agreement are the Trustees of the Roman Catholic Church of the Archdiocese of Canberra and Goulburn and the Independent Education Union of Australia.

## 3 APPLICATION

This Agreement is to apply to all employees of the Trustees of the Roman Catholic Church of the Archdiocese of Canberra and Goulburn employed in schools operated by the Catholic Education Office other than Principals; teachers and Secondary School Bursars. The Agreement also covers employees engaged in clerical work within the Catholic Education Office. No employee shall have his or her salary or conditions reduced because of the introduction of this agreement.

## 4 TERM

The nominal expiry date of this Agreement is three years from 1 July 2008. No extra claims will be made prior to 1 July 2011.

## 5 SUPERSESION

To the extent of the parties bound and the scope of its application, this Agreement replaces and supersedes in entirety all the terms and conditions of the School Employees (Archdiocese of Canberra and Goulburn Catholic Diocesan Schools) Certified Agreement 2005 – 2008.

## 6 DEFINITIONS

6.1 **The Act** means the *Fair Work Act 2009*

6.2 **Employee** means:

6.2.1 any person engaged in a clerical and administrative capacity and/or any person who assists teachers and who is described in this agreement as being in the School Officer Stream;

6.2.2 any person engaged within the ACT as a Director of a School Aged Care Services Care Centre or a child care worker and who is described in this agreement as being in the School Aged Care Services Care Stream; and



- 6.2.3 any person engaged in a domestic and/or maintenance capacity whose duties are described in the Domestic and/or Maintenance Stream.
- 6.3 **Full-time Employee** means an employee who works thirty eight (38) hours per week.
- 6.4 **Part-time Employee** means an employee who works a constant number of ordinary hours less than thirty eight (38) hours per week.
- 6.5 **Temporary Employee** means an employee engaged to work full-time or part-time for a specified period which is not more than a full school year but is not less than four school weeks.
- 6.6 **Casual Employee** means an employee engaged on an irregular or occasional basis and is paid as such. Provided that in the case of an employee in the School Aged Care Services stream, such employee who works a regular pattern of employment may choose to be engaged as a casual. Such election will be determined by the employee.
- 6.7 **On-going Employee** means an employee engaged in a Targeted Program or as a Reimbursable Employee who is offered on-going employment at the school or workplace where the current employment exists.
- 6.8 **Reimbursable Employee** means an employee engaged and paid by the Catholic Education Office, whose salary is funded directly by the School or Parish. A reimbursable position is a position that is in addition to the Catholic Education Office Staffing Guidelines.
- 6.9 **Targeted Program** means a program funded directly by the Australian Federal Government. A Targeted Program position is a position that is in addition to the Catholic Education Office Staffing Guidelines.
- 6.10 **Archdiocese** means the Roman Catholic Archdiocese of Canberra and Goulburn.
- 6.11 **Employer** means the Director of the Catholic Education Office on behalf of the Trustees of the Roman Catholic Archdiocese of Canberra and Goulburn.
- 6.12 **Union** means the Independent Education Union of Australia (IEU) being an organisation of employees registered under the *Fair Work Act 2009*.
- 6.13 **Archdiocesan school** means a Catholic school or College operated by the Catholic Education Office Archdiocese of Canberra/Goulburn.
- 6.14 **School Service Date** means the usual date of commencement of employment at a school in each year.





- 6.15 **Professional Development** means a range of training relevant to work and which could include in-services, formal post secondary study and informal (on and off the job) training.

## **7 CONTRACT OF EMPLOYMENT**

### **7.1 LETTER OF APPOINTMENT**

On appointment, the employer shall provide to an employee, other than a casual employee, a letter setting out the following:

- 7.1.1 the stream of employment;
- 7.1.2 the classification and rate of pay of the employee;
- 7.1.3 the number of hours to be worked each week and the number of weeks or days to be worked throughout the year;
- 7.1.4 a statement in relation to superannuation entitlements;
- 7.1.5 a statement as to whether the rate of pay is payable during term time only or throughout the year in accordance with subclause 9.2.; and
- 7.1.6 any requirement to work during school vacations, except in accordance with clause 12.0, Work During Pupil Vacation Periods, the number of such days to be worked shall be clearly specified.

### **7.2 PROBATION PERIOD**

The first three months of employment will constitute a probationary period provided that the probationary period is agreed by the employer and employee in advance of commencement of employment. In the event that an employee's performance is not satisfactory, the employee is to be provided with a written report before the end of the probation period.

### **7.3 INDUCTION TRAINING**

On recruitment a permanent employee should be provided with appropriate induction training. Such training should include conditions of employment, introduction to supervisors and colleagues, work and documentation procedures, occupational health and safety procedures and service to client needs.

### **7.4 MODEL CONSULTATION TERM**

- 7.4.1 This term applies if:



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- 7.4.1.1 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
  - 7.4.1.2 the change is likely to have a significant effect on employees of the enterprise.
  - 7.4.2 The employer must notify the relevant employees of the decision to introduce major change.
  - 7.4.3 The relevant employees may appoint a representative for the purposes of the procedures in this term.
  - 7.4.4 If:
    - 7.4.4.1 a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
    - 7.4.4.2 the employee or employees advise the employer of the identity of the representative;the employer must recognise the representative.
  - 7.4.5 As soon as practicable after making its decision, the employer must:
    - 7.4.5.1 Discuss with the relevant employees:
      - 7.4.5.1.1 the introduction of the change: and
      - 7.4.5.1.2 the effect the change is likely to have on the employees; and
      - 7.4.5.1.3 measures that the employer is taking to avert or mitigate the adverse effect of the change on the employees; and
  - 7.4.6 for the purposes of the discussion – provide in writing, to the relevant employees
    - 7.4.6.1 all relevant information about the change including the nature of the change proposed; and
    - 7.4.6.2 information about the expected effects of the change on the employees; and
    - 7.4.6.3 any other matters likely to affect employees.



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- 7.4.7 However, the employer is not required to disclose confidential information or commercially sensitive information to the relevant employees.
- 7.4.8 The employer must give prompt and genuine consideration to matters raised about the major change by the relevant employees.
- 7.4.9 If a term in the enterprise agreement provides for a major change to production, program, organisation, structure or technology in relation of the enterprise of the employer, the requirements set out in subclauses (2), (3) and (5) are taken not to apply.
- 7.4.10 In this term, a major change is **likely to have a significant effect on employees** if it results in:
- 7.4.10.1 the termination of employment of employees; or
  - 7.4.10.2 major change to the composition, operation or size of the employer's workforce or to the skills required of employees, or
  - 7.4.10.3 the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
  - 7.4.10.4 the alteration of hours of work; or
  - 7.4.10.5 the need to retrain employees; or
  - 7.4.10.6 the need to relocate employees to another workplace, or
  - 7.4.10.7 the restructuring of jobs.
- 7.4.11 In this term, **relevant employees** means the employees who may be affected by the major change.



## 7.5 TERMINATION OF EMPLOYMENT

7.5.1 Except for the first week of employment, the employment of a full-time or part-time employee may be terminated by either party by giving notice to the other party as set out below, or by the payment or forfeiture of the equivalent wages in lieu of notice.

Years of Continuous Service	Notice Period
Less than 1 year	1 week minimum
1 year and less than 3 years	2 weeks minimum
3 years and less than 5 years	3 weeks minimum
5 years and over	4 weeks minimum

7.5.2 In addition to the notice periods in subclause 7.4.1 employees aged over 45 years and who have completed at least 2 years continuous service with the employer are entitled to one additional weeks notice from the employer.

7.5.3 Subclauses 7.4.1 and 7.4.2 shall not affect the right of the employer to dismiss any employee without notice in a case of serious misconduct and in such cases wages shall be paid up to the time of dismissal only.

7.5.4 During the first week of employment, the employment may be terminated by a day's notice given by either party.

7.5.5 The employment of a casual employee may be terminated by one hour's notice by either party.

## 7.6 STATEMENT OF SERVICE

On the termination of employment the employer shall, at the request of the employee, give to such employee a statement signed by the employer stating the period of employment, the employee's classification, and when the employment was terminated.

## 7.7 PAYMENT ON TERMINATION

Employees terminating employment shall be paid all wages and other monies due forthwith, including any payments that may be due in lieu of annual leave and/or long service leave.



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## 7.8 PERMANENCY

### 7.8.1 **Employees on recurring fixed term contracts for a continuous period**

7.8.2 This clause shall apply to employees only employed under an unbroken series of fixed term contracts for a continuous period of more than four years for specific purpose programs.

7.8.3 This clause shall not apply to employees who would otherwise qualify under subclause 7.8.2 but for a break in employment of 10 or more term weeks.

7.8.4 In analysing eligible service (i.e. paid weeks), the employer will calculate the average number of weekly hours the relevant employee has worked over the preceding four school years. The employee will be deemed to be a permanent employee for the equivalent of 65% of the average number of weekly hours of the previous four years, rounded to the nearest hour, subject to subclause 7.8.5).

7.8.5 The number of hours which shall be allocated to an employee on a permanent basis at the commencement of this clause shall not be more than the average number of hours worked by the employee in the fourth year of the calculation in subclause (7.8.4)).

7.8.6 For employees employed at the date of the making of this agreement, the calculation in subclause 7.8.4 will be for the hours worked by the employee for the period of four years concluding at the end of the 2008 school year.

7.8.7 For employees who newly qualify under subclause subclause 7.8.2 during the life of this agreement, employers will calculate the average hours worked in accordance with subclause 7.8.4).

7.8.8 Where an employee works hours in excess of the permanent hours calculated in subclause (7.8.4), the 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 employee as defined in this agreement.

7.8.9 To give effect to this clause, an employee shall undertake any duties that fall within the classification structure outlined in this agreement provided that the employee has the skill, competence and training to perform the required duties.



- 7.8.10 Such duties may be within the same school or another school within a reasonable distance consistent with diocesan practices.
- 7.8.11 This clause will take effect from the beginning of the 2009 school year. Following this transition period in 2009, clause 7.8.7 will have effect for other eligible employees on the conclusion of four continuous years service.
- 7.8.12 Redundancy will be payable in accordance with clause 34 of this agreement only when there is a reduction in the permanent hours of employment. Redundancy will not be payable for a reduction of hours worked in excess of the employee's permanent working hours.
- 7.8.13 Should any issues arise in relation to the implementation of this clause, the parties agree that such issues will be discussed between the union and the employer at the Diocesan level.
- 7.8.14 If the employer has, or puts into place arrangements that by agreement with the Union are more generous than those provided for in this clause, those arrangements will continue to apply.

## **8 CLASSIFICATION STRUCTURE**

### **8.1 APPOINTMENT**

An employee will be classified upon appointment as being in the School Officer Stream, the School Aged Care Services Stream, the Domestic and/or Maintenance Stream and appointed initially to the appropriate level, as determined by the employee's skill and the duties required to be performed in the position.

### **8.2 SCHOOL OFFICER STREAM**

- 8.2.1 Employees engaged in the School Officer Stream may initially be appointed at Level 1,2, 3, 4, 5 or 6.
- 8.2.2 Access to Level 1, Level 5 or Level 6 is by appointment only and is not subject to progression. Refer to Part D – Indicative Duties of employees in the School Officer Stream for conditions applying to the appointment of a School Officer Level 1.
- 8.2.3 A School Officer engaged in school assistant duties may apply for reclassification to Level 5 by reference to the skills utilised by the employee and the duties undertaken. Such



reclassification shall not be dependent upon an organisational vacancy, but shall depend on the employee's satisfaction of the criteria and requirement to perform the duties outlined in Part D.

- 8.2.4 The employee shall be required to satisfy only the general criteria set out at 6.0 of Part D and any additional criteria contained in Part D, if any, which may be applicable to the type of school assistant position in which he or she is employed.
- 8.2.5 Where an employee applies for reclassification to level 5 the employer shall determine the application within one month of the date of receipt of the application. The employer shall give reasons for refusing an application.
- 8.2.6 Reclassification to Level 5 shall take place from the first full pay period on or after approval for reclassification is granted by the employer.

### **8.3 SCHOOL OFFICER STREAM - SENIOR STAFF**

- 8.3.1 The employer shall appoint at least one employee to the position of Senior Officer in the following circumstance:
  - 8.3.1.1 In a school with enrolments of 400 students or more, at least one employee shall be appointed at Level 6;
  - 8.3.1.2 Each Central and Secondary school shall have at least one employee appointed at Level 6
  - 8.3.1.3 In a school with enrolments of less than 400 students, at least one employee shall be appointed at Level 5.
  - 8.3.1.4 The provisions of 8.3.1 shall not apply to schools with enrolments of less than 100 students or to schools who already employ a Senior School Officer at a level higher than required by this subclause.
  - 8.3.1.5 The appointment of existing staff to Level 5 or 6 in accordance with 8.3.1 above will only be made where the employee has the competence and skill to fulfil the requirements of the position.

### **8.4 SCHOOL OFFICER STREAM - PLAYGROUND SUPERVISION**

- 8.4.1 Employees may only be required to perform playground supervision where the employer has developed and



implemented a playground supervision policy in consultation with the Independent Education Union. Such a policy must contain provisions that:

- 8.4.1.1 Specify the levels of training to be provided to employees;
- 8.4.1.2 Ensure appropriate levels of support and assistance;
- 8.4.1.3 Recognise that the introduction of playground supervision should not increase existing workloads of employees without commensurate increases in their paid hours of work unless playground supervision tasks the place of another of the employee's tasks.

## 8.5 **EARLY CHILDHOOD AND SCHOOL AGED CARE SERVICES STREAM**

- 8.5.1 All employees engaged in School Aged Care Services centres or services shall be classified by the employer into one of the levels contained in this subclause in accordance with the employees skills, responsibilities and duties. Where the employee believes they have been wrongly classified the matter shall be dealt with in accordance with the Disputes Avoidance and Grievance Procedure set out in clause 35.0.
- 8.5.2 An employee may be appointed as DIRECTOR 1- (Level 7) where the employee holds an Associate Diploma in Child Care, management or equivalent with child care industry experience, or who in the opinion of the employer, possesses sufficient knowledge and experience to perform the duties at this level and:
  - 8.5.2.1 is the Co-ordinator in charge of a School Aged Care Services Centre;
  - 8.5.2.2 is qualified in accordance with the Children and Young People Act 1999 (as amended) and related regulations and licensing conditions;
  - 8.5.2.3 has responsibilities for the overall administration of the centre, provided that the centre has no more than 39 places; and
  - 8.5.2.4 undertakes duties similar to those indicative duties listed in subclause (i) of Part E, Indicative Duties of





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Employees in the School Aged Care Services Stream.

8.5.3 An employee may be appointed as DIRECTOR 2- (Level 8) where the employee holds an Associate Diploma in Child Care, management or equivalent with child care industry experience, or who in the opinion of the employer, possesses sufficient knowledge and experience to perform the duties at this level and:

8.5.3.1 is the Co-ordinator in charge of a School Aged Care Services Centre;

8.5.3.2 is qualified in accordance with the Children and Young People Act 1999 (as amended) and related regulations and licensing conditions;

8.5.3.3 has responsibilities for the overall administration of the centre, provided that the centre has between 40-59 places; and

8.5.3.4 undertakes duties similar to those indicative duties listed for Director 1 in Part E, Indicative Duties of Employees in a School Aged Care Services Stream.

8.5.4 An employee may be appointed as **DIRECTOR 3-** (Level 8.4) where the employee holds an Associate Diploma in Child Care, management or equivalent with child care industry experience, or who in the opinion of the employer, possesses sufficient knowledge and experience to perform the duties at this level and:

8.5.4.1 is the Co-ordinator in charge of a School Aged Care Services Centre;

8.5.4.2 is qualified in accordance with the Children and Young People Act 1999 (as amended) and related regulations and licensing conditions;

8.5.4.3 has responsibilities for the overall administration of the centre, provided that the centre has 60 or more places; and

8.5.4.4 undertakes duties similar to those indicative duties listed for Director 1 in Part E, Indicative Duties of Employees in the School Aged Care Services Stream.



- 8.5.5 An employee may be appointed as **CHILD CARE WORKER Level 1** (Level 1.1) where the employee is an unqualified child care worker. Duties include some or all of the following:
- 8.5.5.1 implement the school age care service program under supervision;
  - 8.5.5.2 implement daily routines;
  - 8.5.5.3 ensure the health and safety of the children in care;
  - 8.5.5.4 give each child individual attention and care as required;
  - 8.5.5.5 work in accordance with the licensing requirements under the Act;
  - 8.5.5.6 understand and work according to the centre or service's policy.
- 8.5.6 An employee who has completed a twelve months introductory child care course conducted by TAFE or a course which is recognised as equivalent under the Act or who possesses, in the opinion of the employer, sufficient knowledge and experience to perform the duties of level two may be appointed as **CHILD CARE WORKER Level 2** (Level 1.3) and shall undertake some or all of the following duties:
- 8.5.6.1 any of the duties listed for a Child Care Worker Level 1;
  - 8.5.6.2 assist in the preparation and implementation of programs suited to the needs of individual children and groups;
  - 8.5.6.3 be responsible for reporting observations of individual children or groups for program planning purposes;
  - 8.5.6.4 under direction, undertake work with individual children with particular needs.
  - 8.5.6.5 An employee who holds a TAFE Child Care Certificate or equivalent qualification which is recognised under the Act may be appointed as **CHILD CARE WORKER Level 3** (Level 2.2) and shall undertake some or all of the following duties:
  - 8.5.6.6 work as the person in charge of a group of children in the age range 2 to 12 years;



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- 8.5.6.7 develop, plan, implement and evaluate a developmental program under supervision of the Director or Child Care Worker Level 5;
  - 8.5.6.8 co-ordinate and direct the activities of unqualified workers engaged in the implementation of programs and activities in a group setting;
  - 8.5.6.9 liaise with parents;
  - 8.5.6.10 ensure a safe environment is provided for the children;
  - 8.5.6.11 ensure that records are maintained and are up to date concerning each child in their care;
  - 8.5.6.12 develop, implement and evaluate daily routines;
  - 8.5.6.13 be responsible to the Director for the assessment of students on placement;
  - 8.5.6.14 ensure the Centre or Service's policies are adhered to.
- 8.5.7 An employee who holds a TAFE Advanced Certificate or Associate Diploma in Child Care, or the Child Care Certificate together with that portion of the Associate Diploma referred to as the neonatal component, or an equivalent qualification which is recognised under the Act may be appointed as CHILD CARE WORKER Level 4 (Level 3.2) and shall undertake some or all of the following duties:
- 8.5.7.1 any of the duties of a Child Care Worker Level 3;
  - 8.5.7.2 work as the person in charge of a group of children in the age range from birth to 12 years;
  - 8.5.7.3 take responsibility in consultation with the Director for the presentation, implementation and evaluation of a developmental program for individual children or groups of children in care;
  - 8.5.7.4 co-ordinate and direct the activities of workers engaged in the implementation and evaluation of developmental programs and activities in a group setting;
  - 8.5.7.5 contribute, through the Director, to the development of the centre or service's policies;



- 8.5.7.6 alternatively this person may hold the same qualifications as set out for a Child Care Worker Level 3 but undertake additional responsibilities such as the co-ordination of the activities of more than one group of children, general supervision of other workers; assisting in centre or service administration functions.
- 8.5.8 An employee who holds as a minimum the TAFE Advanced Certificate or Associate Diploma in Child Care, or an equivalent qualification which is recognised under the Act, or an employee who possesses, in the opinion of the employer, sufficient knowledge and experience to perform the duties at this level may be appointed as **CHILD CARE WORKER Level 5** (Level 5.1) and shall undertake some or all of the following duties:
- 8.5.8.1 any of the duties of Child Care Worker Level 4;
- 8.5.8.2 carrying out the work of an Assistant Director. (This position may only be necessary in a centre where there is a Director Level 3.);
- 8.5.8.3 supervising qualified and unqualified workers;
- 8.5.8.4 planning and co-ordinating in-service training for the centre or service;
- 8.5.8.5 planning and implementing special programs such as integrating children with disabilities or children of a non-English speaking background.
- 8.5.8.6 A Child Care Worker Level 5 shall also include a person, employed to manage a school aged care service program with no more than 39 children, whose responsibility is limited to the planning of the program and supervising staff.
- 8.5.9 Progression
- 8.5.9.1 Access to Director 1, 2 or 3 and Child Care Worker 1,2,3,4 or 5 is by appointment only provided that progression through the increment scale will require the completion of 200 hours in-service training from a recognised body/s.
- 8.5.9.2 Progression from one step to the next within each level is possible in accordance with the following format:



- 8.5.9.2.1 From Step 1 to Step 2 after 850 hours service on Step 1 and evidence of appropriate professional development of 10 hours;
- 8.5.9.2.2 From Step 2 to Step 3 after 850 hours service on Step 2 and evidence of additional appropriate professional development of 10 hours;
- 8.5.9.2.3 From Step 3 to Step 4, after 850 hours service on Step 3 and evidence of additional appropriate professional development of 10 hours.
- 8.5.9.3 Provided that, upon production of evidence to the employer, any hours undertaken in similar areas of employment covered by this agreement with another employer/s shall be included when calculating service.
- 8.5.9.4 An employee shall progress a maximum of one step within a calendar year.
- 8.5.9.5 Progression from one Level to the next is dependent on the existence of a vacancy and appropriate relevant experience and/or qualifications.
- 8.5.9.6 Progression to a higher Level shall take place from the first full pay period on or after appointment by the employer.
- 8.5.9.7 Employees required to temporarily perform duties at a higher level for more than one day shall be paid at the higher grade for the whole period during which those duties are performed.

## 8.6 **DOMESTIC AND/OR MAINTENANCE STREAM**

An employee's classification is determined by the employer in accordance with the characteristics of the job the employee is required to perform. The indicative duties/skills are only an indication of the duties/skills that may be performed in a job with those characteristics.

### 8.6.1 **BUILDING MAINTENANCE – LEVEL 2**

An employee without trade qualifications who can demonstrate an ability to assist trade staff in the maintenance of buildings



and furniture. Usually work will be performed within established routines, methods and procedures.

Without limiting the foregoing, the employee may be required to perform the following tasks:

- perform a range of manual tasks including the movement of stores and furniture
- under supervision perform non-specialised repair work
- under supervision assist tradespersons involved in building and furniture maintenance within a workshop environment.

In addition, the employee should:

- have an understanding of lifting and moving techniques so that tasks involving movement of furniture, equipment and deliveries can be undertaken in a safe manner
- be able to identify building materials and have a basic understanding of their use
- be able to work in a team environment.

### 8.6.2 **BUILDING MAINTENANCE – LEVEL 3**

An employee with trade qualifications, or a demonstrated ability to undertake general repairs, building and furniture maintenance, minor building works and workshop tasks.

- Without limiting the foregoing, the employee may be required to perform the following tasks with minimal supervision:
- requisition materials to undertake general repair and maintenance tasks
- use workshop machines and equipment
- have a knowledge of building and furniture maintenance
- perform basic repair and maintenance tasks which may include repair of furniture and flyscreens and maintenance of door locks and taps fittings.

In addition, the employee should:



- be able to work in a team environment
- perform work in a safe manner.

#### 8.6.3 **BUILDING MAINTENANCE – LEVEL 4**

An employee with trade qualifications, or a demonstrated ability to undertake general building and furniture maintenance, minor building works and workshop tasks.

Without limiting the foregoing, the employee may be required to perform the following tasks without supervision:

- identify and purchase materials to undertake basic maintenance tasks to buildings and equipment
- use workshop machines and equipment
- have a knowledge of all facets of building and furniture maintenance including plastering, painting and minor plumbing tasks
- be able to work from complex instructions or procedures
- be able to assist in the provision of on-the-job training to a limited degree.

In addition, the employee should:

- be able to work in a team environment
- ensure that work is performed within a safe environment.

#### 8.6.4 **BUILDING MAINTENANCE – LEVEL 6**

An employee with trade qualifications and can demonstrate an ability to undertake building and furniture maintenance tasks, general joinery tasks and building renovations to a very high standard. The employee is expected to supervise all facets of building and maintenance tasks.

- Without limiting the foregoing, the employee may be required to perform the following tasks:
- supervise building maintenance staff
- identify and repair all building and furniture maintenance tasks



- undertake minor renovations and new work tasks
- understand and work within budget guidelines
- manage the materials required to run building maintenance within budget
- co-ordinate and supervise subcontractors and periodical contracts
- prioritise maintenance tasks
- understand architectural drawings.

In addition, the employee should:

- ensure that all health and safety issues are managed to a high standard
- understand and assist in emergency evacuation procedures
- manage a school carpentry workshop in a safe manner.

#### 8.6.5 **GROUND MAINTENANCE – LEVEL 1**

An employee without qualifications who can assist in general grounds maintenance.

Employees employed on a casual basis would remain on Level 1 Step 1. Permanent employees would remain at Level 1 Step 1 for the first 850 hours, thereafter, having successfully completed both the training and the duties for 850 hours would be eligible to progress to Level 2 Step 1.

Without limiting the foregoing, the employee may be required to perform the following tasks:

- basic manual/labouring duties
- provide general assistance to higher grade employees
- have a basic idea of the daily routine
- work under direct supervision.

In addition, the employee should:

- be able to identify all areas of the school





- be able to work in a team environment
- have knowledge of the safety aspects and operation of basic maintenance equipment
- work with others in a safe manner.

#### 8.6.6 **GROUNDS MAINTENANCE – LEVEL 2**

An employee who has successfully completed 850 hours at Level 1 Step 1 or can demonstrate the relevant experience to undertake grounds maintenance tasks at this level.

Without limiting the foregoing, the employee may be required to perform the following tasks:

- under supervision undertake the installation and maintenance of ground watering equipment
- remove rubbish
- basic gardening duties including digging, hoeing, raking and weeding
- other duties including sweeping, garbage disposal, movement of stores and furniture and non-specialised repair work
- work under supervision.

In addition, the employee should:

- have a basic knowledge of the use and safety aspects of grounds maintenance equipment
- understand lifting and moving techniques so that tasks involving movement of furniture, equipment and deliveries can be undertaken in a safe manner
- be able to work in a team environment
- work with others in a safe manner.

#### 8.6.7 **GROUNDS MAINTENANCE – LEVEL 3**

An employee with at least 2 years relevant experience who has the ability to undertake all basic grounds maintenance tasks.



Without limiting the foregoing the employee may be required to perform the following tasks:

- install basic ground watering systems
- gardening duties including plant and lawn maintenance and development
- preparation and maintenance of sporting facilities
- have the qualifications to drive buses to 20 seat capacity and tip truck to 2 tonne.

In addition, the employee should:

- have a sound knowledge of the use and safety aspects of grounds maintenance equipment
- understand the basic maintenance requirements of grounds maintenance equipment
- have a sound knowledge of all aspects of the school grounds and maintenance function and be able to react to emergency situations
- undertake all tasks in a safe manner.

#### 8.6.8 **GROUNDS MAINTENANCE – LEVEL 4**

An employee who is a qualified tradesperson or an employee with at least three years relevant experience who has the ability to undertake all basic grounds maintenance tasks.

Without limiting the foregoing, the employee may be required to perform the following tasks:

- be able to design and install ground watering systems
- preparation and maintenance of sporting facilities and their surrounds
- gardening duties including plant and lawn maintenance and development.

In addition, the employee should:

- have an excellent knowledge of the use and safety aspects of all forms of grounds maintenance equipment



- assist in the coordination of emergency situations such as evacuations and fire emergencies
- be able to identify and report on unsafe work practices.

#### 8.6.9 **GROUNDS MAINTENANCE – LEVEL 5**

An employee who is a qualified tradesperson and who can demonstrate an ability to undertake the supervision and assist in the training of other grounds maintenance staff.

Without limiting the foregoing, the employee may be required to perform the following tasks:

- supervise the functions of the grounds maintenance staff
- assist in the coordination and training of the grounds maintenance staff
- coordinate daily ground maintenance routines without supervision as directed by a senior manager
- be able to design and install ground watering systems
- preparation and maintenance of sporting facilities and their surrounds.

In addition, the employee should:

- have an excellent knowledge of the use and safety aspects of all forms of grounds maintenance equipment
- assist in the coordination of emergency situations such as evacuations and fire emergencies
- be able to identify and report on unsafe work practices.

#### 8.6.10 **CLEANING STAFF – LEVEL 1**

An employee without qualifications who can assist in general cleaning duties.

Without limiting the foregoing, the employee may be required to perform the following tasks:

- undertake general cleaning duties
- have a basic knowledge of the use of cleaning machinery



- work under supervision.

In addition, the employee should:

- be able to work in a safe manner
- have an understanding of cleaning methods to varying surfaces
- be able to identify cleaning chemicals
- be able to clearly identify the cleaners area of responsibility.

#### 8.6.11 **CLEANING STAFF – LEVEL 2**

An employee with at least 3 years relevant experience who has the ability to perform all general cleaning tasks with limited supervision.

Without limiting the foregoing, the employee may be required to perform the following tasks:

- break down bulk cleaning chemicals for distribution
- assist junior employees by providing advice on cleaning matters
- undertake cleaning tasks to a very high standard
- under supervision undertake more complex cleaning duties such as carpet and furniture cleaning
- able to inspect and secure buildings.

In addition, the employee should:

- have a sound knowledge of safe work practices.

#### 8.6.12 **CLEANING STAFF – LEVEL 4**

An employee at this level should have at least 6 years experience and be able to provide in depth knowledge and demonstrate a broad range of cleaning skills.

Without limiting the foregoing, the employee may be required to perform the following tasks:

- the direct supervision and responsibility of cleaning work by other employees



- be responsible for the purchasing, distribution and accounting of cleaning equipment and chemicals
- assist management in the selection of new cleaning employees
- produce rosters for cleaning employees
- assist management with the initial employment training for new employees
- able to inspect and secure buildings.

In addition, the employee should:

- ensure that all cleaning undertaken is done so according to safe work practices.

#### 8.6.13 **CLEANING STAFF – LEVEL 5**

An employee at this level should have at least 6 years of relevant experience and have the responsibility for the supervision of 10 or more cleaning staff.

Without limiting the foregoing, the employee may be required to perform the following tasks:

- the direct supervision and responsibility of cleaning work by other employees
- be responsible for the purchasing, distribution and accounting of cleaning equipment and chemicals
- assist management in the selection of new cleaning employees
- produce rosters for cleaning employees
- assist management with the initial employment training for new employees
- able to inspect and secure buildings.

In addition, the employee should:

- ensure that all cleaning undertaken is done so according to safe work practices.



#### 8.6.14 **CANTEEN AND SHOP STAFF – LEVEL 5.1**

This position is generally known as Canteen/Shop Assistant. This person would normally work under the supervision of the Canteen/Shop Manager (Category 1 or 2).

Without limiting the foregoing the employee may be required to perform the following tasks:

- service customer needs, including the preparation of food, goods, clothing or stationery for sale
- handle cash, receipting and other financial transactions
- under supervision, operate such equipment that is relevant to the position
- have knowledge of client needs, pricing policies and a good working knowledge of the products being sold.

This position is non-supervisory and is not subject to progression.

#### 8.6.15 **CANTEEN AND SHOP STAFF – LEVEL 5.2**

This position is generally known as Canteen/Shop Manager category 1 (for schools with an enrolment of up to 800 students) and may be responsible to the appropriate school authority or Manager Category 2 for the effective operation of canteen/shop services. This position is not subject to progression.

Without limiting the foregoing the employee may be required to perform the following tasks:

- assist the Canteen/Shop Manager Category 2 in the day-to-day management and operation of canteen or shop services
- purchase of goods for resale
- supervise staff including preparation of rosters
- service customer needs, including the preparation of food, goods, clothing or stationery for sale
- handling cash, receipting, undertake banking and other financial transactions including certification and/or payment of accounts



- operate such equipment that is relevant to the position

have a detailed knowledge of client needs, pricing policies and products being sold.

#### 8.6.16 **CANTEEN AND SHOP STAFF – LEVEL 5.3**

This position is generally known as Canteen/Shop Manager Category 2 which has a level of responsibility required in schools with an enrolment in excess of 800. The Manager Category 2 is responsible to the appropriate school authority for the effective operation of the canteen/shop. This position is not subject to progression.

Without limiting the foregoing the employee may be required to perform the following tasks:

- manage the canteen or shop including but not limited to:
- rostering the supervision of staff
- purchasing of goods for resale
- certification and/or payment of accounts
- undertake financial transactions and banking
- service customer needs, including the preparation of food, goods, clothing or stationery for sale
- operate such equipment that is relevant to the position
- have a detailed knowledge of client needs, pricing policies and products being sold.

#### 8.6.17 **CARETAKER – LEVEL 5**

An employee with relevant experience who has the ability to take responsibility for the security of a school and provide after hours support to staff and students.

Without limiting the foregoing, the employee may be required to perform the following tasks:

- unlock school facilities at the start of the day and secure the premises at the end of the day
- control security of premises for out of hours' functions



- assess and undertake urgent maintenance out of hours and/or arrange for such maintenance to be carried out
- assist the Principal or other staff with out of hours' functions.

In addition, the employee should:

- have a close working knowledge of the school and its staff and be able to relate well to staff, students and visitors
- be aware of safety and/or security issues in a school, particularly in a residential/boarding situation.

#### 8.6.18 **PROGRESSION**

- 8.6.18.1 Progression from one step to the next within each level is possible in accordance with the following format:
- 8.6.18.2 From Step 1 to Step 2 after 850 hours service on Step 1 and evidence of appropriate professional development of 10 hours;
- 8.6.18.3 From Step 2 to Step 3 after 850 hours service on Step 2 and evidence of additional appropriate professional development of 10 hours;
- 8.6.18.4 From Step 3 to Step 4, after 850 hours service on Step 3 and evidence of additional appropriate professional development of 10 hours.
- 8.6.18.5 Provided that the progression in this subclause does not apply to Canteen Workers or Canteen Managers.

## 9 **WAGES**

### 9.1 **WAGE RATES - EMPLOYEES REQUIRED TO WORK 48 WEEKS OF THE YEAR. (The Unaveraged Rate)**

#### 9.1.1 **Full-time Employees**

The minimum weekly rate of pay for full-time employees shall, subject to the other provisions of this agreement, be calculated by dividing the rates of pay set out in Table 1 (School Officer Stream) and Table 4 (School Aged Care Services Stream and the Domestic and/or Maintenance Stream) - Wage Rates of Part B, Monetary Rates by 52.14.





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## 9.1.2 **Part-time Employees**

9.1.2.1 Subject to the other provisions of this agreement, part-time employees, for each hour worked during ordinary time, shall be paid one thirty-eighth of the minimum weekly wage calculated in accordance with subclause 9.1.1 for the class of work performed by them.

9.1.2.2 Part time employees shall be paid a minimum of 3 hours for each start; provided that:

9.1.2.2.1 a School Officer employed for specific programs such as integration programs, ESL, DSP, new arrivals programs or like programs, whether government funded or funded by the school or Archdiocese shall be paid for a minimum of 1 hour for each start; and

9.1.2.2.2 an employee employed in School Age Care Services shall receive a minimum payment of two and one half hours. In cases where the employee works a broken shift, the employee shall be paid for the morning part of a shift at a minimum rate of one and one half hours and the minimum payment for the afternoon part of the shift shall be two and one half hours.

9.1.2.2.3 an employee employed in the Domestic and/or Maintenance Stream as a cleaner, the minimum payment shall be two hours where only two cleaners are employed and where only one cleaner is employed, the minimum payment for that cleaner shall be one hour.

9.1.2.3 No part-time employee shall have the number of core hours worked reduced accept in accordance with 7.7 without a redundancy being made in accordance with with subclause 34.2 of clause 34, Redundancy.

## 9.1.3 **Casual Employees**

9.1.3.1 Casual employees, for each hour worked during ordinary time, shall be paid one thirty-eighth of the



minimum weekly wage calculated in accordance with 9.1.1 for the class of work performed by them, plus 20 percent of such hourly equivalent, which is inclusive of compensation for Annual Leave under the ACT Annual Leave Act 1973 or NSW Annual Holidays Act, 1944, as appropriate. Provided that employees on the School Age Care Services Stream and the Domestic and Maintenance Stream receive a 25 percent loading if engaged within the ACT and 28% if engaged within NSW.

9.1.3.2 Casual employees shall be paid a minimum payment of three hours for each start; provided that:

9.1.3.2.1 School Officers engaged in the school assistant duties for specific programs such as integration programs, ESL, DSP, new arrivals programs or like programs, whether government funded or funded by the school or Archdiocese shall be paid for a minimum of 1 hour for each start; and

9.1.3.2.2 an employee employed in School Age Care Services shall receive a minimum payment of two and one half hours.

9.1.3.3 Notwithstanding the above, minimum start times for employees undertaking the following duties shall be one hour:

9.1.3.3.1 Assisting a disabled student to alight from, or board, a bus;

9.1.3.3.2 Traffic control;

9.1.3.3.3 Tube-feeding or dispensing medicine to a student.

9.1.3.3.4 However, no employee shall have their hours of employment or remuneration as at 1 July 2008 reduced by reason of the coming into operation of this clause.

#### 9.1.4 **Weekend Work (School Age Care Services Stream)**

9.1.4.1.1 Time and one half rates for the first two hours and double time thereafter shall be paid for work on a Saturday.



9.1.4.1.2 All time worked on Sundays shall be paid for at the rate double the ordinary prescribed rate.

9.1.4.2 Employees working on a Saturday, Sunday or holiday shall receive a minimum payment as for four hours worked.

## 9.2 **WAGE RATES - EMPLOYEES REQUIRED TO WORK SCHOOL TERMS ONLY (The Averaged Rate).**

### 9.2.1 **Stand down**

9.2.1.1 An employee may be stood down on leave of absence without pay during all pupil vacation periods when no work is available. Provided that the contract of employment shall be deemed not to have been broken for all agreement and statutory purposes by such leave of absence during vacation periods, and such leave shall count as service for all agreement and statutory purposes.

9.2.1.2 Where the employment of an employee is terminated by the employer in accordance with the provisions of subclause 7.4 through no fault of the employee within one week of the end of any school term or during the following vacation period, and such employee whose services are so terminated is re-employed by the employer before the expiration of two terms after the commencement of the next school term, the contract of employment shall not be deemed to have been broken for the purposes of the ACT Long Service Leave Act 1976 or the NSW Long Service Leave Act 1955, (as appropriate).

9.2.1.3 Where an employee is not required to work 48 weeks in a year (excluding annual leave) then the employee will be paid in accordance with subclause 9.2.2.1.

9.2.1.4 The employer will average a full-time employee's payment of wages under subclause 9.2.2 the employee will be paid in equal instalments throughout the year. The following formula shall be used to determine the appropriate full-time weekly rate:

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



where;

W = weekly rate for employees required to work 48 weeks per year determined in accordance with Subclause 9.1.1.

N = number of days worked per year and is not less than the number of days in the school year at each school; provided that:

- 9.2.1.5 the number of days in a school year shall be deemed to be not less than 204;
- 9.2.1.6 the value of N does not include the days paid at a casual rate in Clause 12.0, Work During Pupil Vacation Periods;
- 9.2.1.7 the number of days worked excludes public holidays; and
- 9.2.1.8 N cannot exceed 229 and if it would the employee shall be paid in accordance with subclause 9.2.
- 9.2.1.9 Part-time employees not required to work 48 weeks of the year and not stood down, for each hour worked during ordinary time, shall be paid one thirty-eighth of the minimum weekly wage calculated in accordance with subclause 9.2.1.4.
- 9.2.1.10 for the class of work performed by them.
- 9.2.1.11 The rate of pay of an employee determined by subclause 9.2.2.1 shall be the appropriate rate for all purposes except that such rate shall not be used in the calculation of casual and overtime rates of pay which may be payable to the employee.

### 9.3 **ROUNDING OF RATES**

The hourly rate of part-time and casual employees shall be calculated to the nearest whole cent, any amount less than half a cent in the result to be disregarded.

### 9.4 **HIGHER DUTIES**

Employees required to temporarily perform duties in a higher grade for more than one day shall be paid at the higher grade for the whole period during which those duties are performed.

### 9.5 **MIXED FUNCTIONS**



- 9.5.1 Subject to the employee's written agreement, an employee may be employed to perform work in two positions under Clause 9 of this agreement.
- 9.5.2 The employee must be informed in writing of the days and hours they will perform work in each separate position.
- 9.5.3 The employee will be paid the hourly rate applicable to the position under Clause 9 of the agreement for the work they perform.

## 9.6 SALARY PACKAGING

- 9.6.1 Notwithstanding sub-clauses 9.1 and 9.2, by mutual agreement with the Archdiocese, an employee may elect to receive:
  - 9.6.1.1 the benefit of services provided by the Archdiocese; and
  - 9.6.1.2 an amount in salary equal to the difference between salary calculated in accordance with the rates of pay prescribed by the Agreement and the amount specified by the Archdiocese from time to time for the benefit received by the employee from the Archdiocese.
  - 9.6.1.3 The Archdiocese will determine the range of benefits that are offered to the employee.
  - 9.6.1.4 The employee may determine, within the benefits offered by the Archdiocese, the mix and level of benefits under sub-clauses 9.5.1.1 and 9.5.1.2.
  - 9.6.1.5 An employee who takes any paid leave shall receive the benefits and salary in accordance with sub-clauses 9.5.1.1 and 9.5.1.2
  - 9.6.1.6 Any other Agreement payment calculated by reference to an employee's salary, and payable:
    - 9.6.1.6.1 during employment; or
    - 9.6.1.6.2 on termination of employment in respect of untaken paid leave; or
    - 9.6.1.6.3 on death shall be at the rate of pay that would have applied to the employee



under this Agreement in sub-clauses 9.1 and 9.2.

## **10 PAYMENT OF WAGES**

- 10.1 Wages are paid fortnightly in ordinary working time no later than Thursday of each week by direct deposit into an account nominated by the employee.
- 10.2 Where excess payments are made in circumstances which were not apparent or could not reasonably have been expected to be detected by the employee, the relevant parties shall seek agreement on the matter of the overpayment and its repayment including, when necessary and appropriate, discussion between the relevant union and relevant employer representatives.
- 10.3 Where an employee has access to the Employee Self Service Module of the Empower Human Resources Information System, the written pay advice will be available through that service.

## **11 HOURS**

### **11.1 Ordinary Hours**

The ordinary hours of work, for a full-time employee exclusive of meal breaks shall not without the payment of overtime exceed 38 per week and shall be worked between the hours of 7.30 am and 6.00 pm, Monday to Friday inclusive, and between the hours of 7.30 am and 12 noon on a Saturday. Provided that:

- 11.1.1 in the case of Domestic and Maintenance Staff the spread of ordinary hours shall be worked from Monday to Friday inclusive and shall not exceed 8 hours per day. Work may be performed at a time outside these arrangements, if agreed between the employer and the employee, at ordinary rates of pay; and
- 11.1.2 in the case of employees in the School Aged Care Services stream the commencement time of the ordinary hours of work shall not be earlier than 7.00am and the cessation time of the ordinary hours of work shall not be later than 7.00pm Monday to Friday, and the spread of hours shall not exceed 8 hours per day.

### **11.2 Casual Employees**

The spread of ordinary hours of work shall be the same as those worked by full-time weekly employees in the establishment concerned. Where



there are no such full-time weekly employees the spread of ordinary hours of work shall be those prescribed by subclause 11.1.

11.2.1 Casual employees shall be paid a minimum payment of 3 hours for each start; provided that an employee employed for specific programs such as integration programs, ESL, DSP, new arrivals programs or like programs, whether government funded or funded by the school or Diocese, shall be paid for a minimum of 1 hour for each start.

### 11.3 **Part-time Employees**

The spread of ordinary hours of work, exclusive of meal time, shall not exceed 8 hours per day within the pattern established in subclause 11.1.

11.3.1 This clause will not apply in situations where written agreement has been reached between the employer and the union to reduce the minimum number of hours required for each start. Such agreement shall include the school covered, the employees, their classification, the duties subject to the agreement, and the term of the agreement. The agreement shall be signed by the General Secretary of the union or their authorised delegate.

### 11.4 **Notice of Hours**

The employer shall fix the employee's ordinary hours of work and the ordinary time of meal breaks which shall be displayed in a conspicuous place accessible to the employees or in their contract of employment and such hours shall not be changed, without payment of overtime for work done outside the fixed hours, unless seven days' notice of any change of hours is given by the employer to the employee. Provided that such seven days' notice shall not be required if any change of hours is by mutual agreement between the employer and the employee.

### 11.5 **Make-Up Time**

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

11.5.2 An employee on shift work may elect, with the consent of the employer, to work "make-up time" (under which the employee takes time off ordinary hours and works those hours at a later



time), at the shift work rate which would have been applicable to the hours taken off.

- 11.5.3 Nothing in this clause shall increase the hours of work where employees worked less than 38 hours per week before May 1995.

## **12 WORK DURING PUPIL VACATION PERIODS**

The parties to this agreement acknowledge that the needs of a school may require work to be performed during periods of student vacation and that there is an expectation that employees will be flexible to ensure that such needs are met even though this may necessitate attendance at school during periods of student vacation. Student vacation periods do not mean 'student-free days' on which teachers attend work.

### **12.1 Conditions for Working**

The parties to this agreement agree school assistants and canteen employees can be required to work up to seven days per school year during student vacation periods. Work during student vacations is subject to the following guidelines:

- 12.1.1 the employer gives the employee 4 term weeks written notice of the requirement to work during the student vacation period;
- 12.1.2 the notice is specific as to the time the employee is to work during the student vacation period;
- 12.1.3 the employee cannot be required to work during the period of their 4 weeks' annual leave. Public holidays that fall during the nominated annual leave period extend the actual period of time off work; and
- 12.1.4 the employee cannot be required to work on days other than their normal working days per week and their normal working hours on those days.
- 12.1.5 Notwithstanding the above provisions an employee may agree to waive the conditions found in subclauses 12.1.1, 12.1.2, 12.1.3 and 12.1.4. An employee may also consent to work more than 7 days but not more than 10 days during student vacation periods in any school year.

### **12.2 Casual Rates Apply**

The employee is paid for each student vacation day at the appropriate casual rate of pay for the employee's classification. If an employee is notified by the employer in accordance with 12.1.1 and then not required





to work on any day notified they will be paid at the appropriate part-time rate of pay for the employee's classification for that period(s).

### **12.3 Employee has prior Commitments**

- 12.3.1 If an employee is unable to work during a particular week during a student vacation period because of family commitments or other activities planned during that week, the employee shall give the employer notice of his/her unavailability for that particular week. This would be given at the time the employer advises of his/her requirement to work during the student vacation.
- 12.3.2 If despite the notice of the employee's unavailability to work during one particular week in the student vacation period in accordance with 12.1.1, the employer still requires the employee to work during that particular week, discussions will be held between the employer and the employee and/or their industrial representatives.
- 12.3.3 For employees in the ACT, the four days devoted to teacher professional development at the start of the school year (former pupil free days) will be considered as normal days of duty. These days may be worked on other days by agreement between the employer and the employee.

### **12.4 Occupational Health and Safety**

For the purpose of this clause, an employee, other than a person engaged in the Maintenance and Domestic Stream, shall not be required to be the only person present at the school.

## **13 SUPPORTED WAGE SYSTEM FOR EMPLOYEES WITH DISABILITIES**

### **13.1 Workers eligible for a supported wage**

This clause defines the conditions which will apply to employees who because of the effects of a disability are eligible for a supported wage under the terms of this agreement. In the context of this clause, the following definitions will apply:

- 13.1.1 Supported wage system means the Commonwealth Government system to promote employment for people who cannot work at full wages under the agreement because of a disability, as documented in Supported Wage System: Guidelines and Assessment Process.
- 13.1.2 Accredited assessor means a person accredited by the management unit established by the Commonwealth under the



Supported Wage System to perform assessments of an individual's productive capacity within the Supported Wage System.

- 13.1.3 Disability Support Pension means the Commonwealth pension scheme to provide income security for persons with a disability as provided under the *Social Security Act 1991*, as amended from time to time, or any successor to that scheme.
- 13.1.4 Assessment Instrument means the form provided for under the Supported Wage System that records the assessment of the productive capacity of the person to be employed under the Supported Wage System.

## 13.2 Eligibility Criteria

- 13.2.1 Employees covered by this clause will be those who are unable to perform the range of duties to the competence level required within the class of work for which the employee is engaged under this agreement, because of the effects of a disability on their productive capacity and who meet the impairment criteria for receipt of a Disability Support Pension.
- 13.2.2 The clause does not apply to any existing employee who has a claim against the employer which is subject to the provisions of workers' compensation legislation or any provision of this agreement relating to the rehabilitation of employees who are injured in the course of their current employment.
- 13.2.3 The clause does not apply to employers in respect of their facility, programme, undertaking service or the like which receives funding under the Disability Services Act 1986 and fulfils the dual role of service provider and sheltered employer to people with disabilities who are in receipt of or are eligible for a disability support pension, except with respect to an organisation which has received recognition under s.10 or s.12A of the Act, or if a part only has received recognition, that part.

## 13.3 Supported wage rates

- 13.3.1 Employees to whom this clause applies shall be paid the applicable percentage of the minimum rate of pay prescribed by this agreement for the class of work which the person is performing according to the following schedule:



<b>Assessed capacity</b>	<b>Prescribed award rate</b>
<b>10 per cent</b>	<b>10 per cent</b>
<b>20 per cent</b>	<b>20 per cent</b>
<b>30 per cent</b>	<b>30 per cent</b>
<b>40 per cent</b>	<b>40 per cent</b>
<b>50 per cent</b>	<b>50 per cent</b>
<b>60 per cent</b>	<b>60 per cent</b>
<b>70 per cent</b>	<b>70 per cent</b>
<b>80 per cent</b>	<b>80 per cent</b>
<b>90 per cent</b>	<b>90 per cent</b>

13.3.2 Provided that the minimum amount payable shall be not less than \$50.00 per week.

13.3.3 Where a person's assessed capacity is ten per cent, they shall receive a high degree of assistance and support.

#### **13.4 Assessment of capacity**

For the purpose of establishing the percentage of the rate to be paid to an employee under this agreement, the productive capacity of the employee will be assessed in accordance with the Supported Wage System and documented in an assessment instrument by either:

13.4.1 the employer and a union party to the agreement, in consultation with the employee or, if desired by any of these;

13.4.2 the employer and an accredited assessor from a panel agreed by the parties to the agreement and the employee.

#### **13.5 Lodgement of assessment instrument**

13.5.1 All assessment instruments under the conditions of this clause, including the appropriate percentage of the wage to be paid to the employee, shall be lodged by the employer with the Registrar of the Industrial Relations Commission.

13.5.2 All assessment instruments shall be agreed and signed by the parties to the assessment, provided that where a union which



is party to the agreement, is not a party to the assessment, it shall be referred by the Registrar to the union by certified mail and shall take effect unless an objection is notified to the Registrar within ten working days.

### 13.6 **Review of assessment**

The assessment of the applicable percentage should be subject to annual review or earlier on the basis of a reasonable request for such a review. The process of review shall be in accordance with the procedures for assessing capacity under the Supported Wage System.

### 13.7 **Other terms and conditions of employment**

Where an assessment has been made, the applicable percentage shall apply to the wage rate only. Employees covered by the provisions of the clause will be entitled to the same terms and conditions of employment as all other workers covered by this agreement paid on a pro rata basis.

### 13.8 **Workplace adjustment**

An employer wishing to employ a person under the provisions of this clause shall take reasonable steps to make changes in the workplace to enhance the employee's capacity to do the job. Changes may involve re-design of job duties, working time arrangements and work organisation in consultation with other workers in the areas.

### 13.9 **Trial period**

13.9.1 In order for an adequate assessment of the employee's capacity to be made, an employer may employ a person under the provisions of this clause for a trial period not exceeding twelve weeks, except in some cases additional work adjustment time (not exceeding four weeks) may be needed.

13.9.2 During that trial period the assessment of capacity shall be undertaken and the proposed wage rate for a continuing employment relationship shall be determined.

13.9.3 The minimum amount payable to the employee during the trial period shall be no less than \$50.00 per week.

### 13.10 **Superannuation for supported employees**

Notwithstanding a supported employees entitlement to superannuation as set out in clause 37.0, supported employees shall receive a minimum superannuation contribution of \$5.00 per week.



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## 14 OVERTIME

- 14.1 All time required by the employer to be worked outside the ordinary hours of work prescribed by clause 11, Hours, shall be overtime and shall be paid for at the un-averaged rate of time and one-half for the first two hours and double time thereafter; provided that overtime at the rate of double time shall be paid for all overtime worked between midnight Friday and midnight Sunday. Provided further that in computing overtime each day's work shall stand alone.
- 14.2 When overtime work is necessary it shall, wherever reasonably practicable, be so arranged that employees have at least ten consecutive hours off duty between the work of successive days. An employee other than a casual 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 shall, 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. If on the instruction of the employer such an employee resumes or continues work without having had such ten consecutive hours off duty, they shall be paid at double rates until they are released from duty for such period and he/she then shall 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.
- 14.3 Where an employee has performed duty on overtime, the employee may be released from duty for a period not exceeding the period of overtime actually worked subject to the conditions herein:
- 14.3.1 An employee may only be released from duty in lieu of payment for overtime at the request of the employee and with agreement from the employer. Such agreement shall be in writing and be kept with the time and wages records.
- 14.3.2 An employee may not accumulate more than 20 hours to be taken as leave in lieu of overtime payment. Such leave shall be taken within four weeks of the accrual. Where such leave is not taken in this period it shall be paid at the appropriate overtime rate.
- 14.3.3 This provision shall only apply in respect of overtime worked between Monday to Friday inclusive. Normal penalties for overtime worked on Saturday and Sunday shall apply for those days.
- 14.4 An employee required to attend the employer's premises 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) shall be paid a minimum of two hours pay at the appropriate rate for each such attendance.

**Provided** that this subclause shall not apply where a period of duty is continuous (notwithstanding that the employer may allow the employee a reasonable meal break before, during or after such attendance) with the completion or commencement of ordinary working time.

14.5 An employee may refuse to work overtime in circumstances where the working of such overtime would result in the employee working hours which are unreasonable.

14.6 For the purposes of subclause 14.6 what is unreasonable or otherwise will be determined having regard to:

14.6.1 any risk to employee health or safety;

14.6.2 the employee's personal circumstances including any family and carer responsibilities;

14.6.3 the needs of the workplace or enterprise;

14.6.4 the notice (if any) given by the employer of the overtime and by the employee of his or her intention to refuse it; and

14.6.5 any other relevant matter.

## 15 REST PERIODS

### 15.1 Tea Break

Employees shall be allowed a tea break of 10 minutes daily between the second and third hours from starting time each day, except by mutual agreement between the employee and the employer. Such tea break shall be counted as time worked. Provided that an employee in the School Age Care Services Stream working four hours or more on any engagement shall be allowed without deduction of pay a rest period of 15 minutes.

### 15.2 Meal Break

Not more than one hour or less than half an hour shall be allowed to employees each day for a midday and/or evening meal where work continues after 6.30 pm, or 7.00pm for, an employee in the School Age Care Services Stream. This meal break shall be taken not later than the fifth hour of work each day, except by mutual agreement between the employer and the employee. Such meal break shall not be counted as time worked and is unpaid.



### 15.3 Rest pauses (School Age Care Services Stream)

- 15.3.1 An employee including a part-time or casual employee working four hours or more on any engagement shall be allowed without deduction of pay a rest period of 15 minutes.
- 15.3.2 Provided that an employee working 6-1/2 hours or more per engagement shall be allowed without deduction of pay two separate rest periods of 15 minutes.
- 15.3.3 An employee working 6-1/2 hours may, by mutual agreement, forego one rest pause.
- 15.3.4 No rest pause shall be given or taken within one hour of the employee's commencing or ceasing time or within one hour before or after a meal or rest break unless by mutual agreement between the employee and their employer.
- 15.3.5 The rest periods shall be uninterrupted.

## 16 PUBLIC HOLIDAYS

- 16.1 New Year's Day, Australia Day, Canberra Day (for ACT employees), Good Friday, Easter Saturday, Easter Monday, Anzac Day, Queen's Birthday, Eight Hour Day or Labour Day, Christmas Day, Boxing Day and an additional day's holiday to be observed pursuant to subclause 16.2, and any other day gazetted as a public holiday for the State or Territory shall be holidays for the purposes of this agreement.
- 16.2 In addition to the gazetted holidays specified in subclause 16.1, an ACT employee shall be entitled to one additional day as a holiday in each calendar year. Such additional holiday shall be observed on 27 December. The additional holiday is not cumulative and must be taken within each calendar year.
- 16.3 Full-time and part-time employees shall be entitled to the above holidays without loss of pay, provided that an employee who is regularly rostered to work ordinary hours on Monday to Friday shall only be paid for such holidays as occur on those days.
- 16.4 All time worked on a public holiday as specified in subclause 16.1 shall be paid for at the rate of double time and one-half the ordinary time rate with a minimum payment of 2 hours, provided that in the case of School Aged Care employees the minimum start shall be four hours.

## 17 ANNUAL LEAVE

- 17.1 The conditions of the ACT Annual Leave Act 1973 or the NSW Annual Holidays Act, 1944, will apply, as appropriate, provided that Annual Leave shall be given and taken during the summer pupil vacation period,



except where the employer and the employee agree in writing to the contrary.

- 17.2 An employee shall be paid a pro-rata amount for annual leave on termination pursuant to the ACT Annual Leave Act 1973 or the NSW Annual Holidays Act 1944 as appropriate, provided that for employees whose rate of pay has been averaged in accordance with subclause 9.2.2.1, may also receive an amount calculated in accordance with subclause 17.3.
- 17.3 An employee may elect with the consent of the employer, subject to the ACT Annual Leave Act 1973 or the NSW Annual Holidays Act 1944, as appropriate, to take annual leave not exceeding five days in single day periods or part thereof, in any calendar year at a time or times agreed by the parties.
- 17.4 Access to annual leave, as prescribed in subclause 17.1 of this subclause shall be exclusive of any shutdown period provided for elsewhere under this agreement.
- 17.5 An employee and employer may agree to defer payment of the annual leave loading in respect of single day absences, until at least five consecutive annual leave days are taken.
- 17.6 This clause will apply:
- 17.6.1 in lieu of the corresponding provisions of the ACT Annual Leave Act 1973 or the NSW Annual Holidays Act 1944; (as appropriate) and
  - 17.6.2 notwithstanding any other provisions in this agreement.
- 17.7 The provisions of this clause shall apply as set out in the relevant sub-clauses where:
- 17.7.1 an employee commences employment after the school service date;
  - 17.7.2 an employee takes approved leave without pay or parental leave for a period which (in total) exceeds 20 pupil days in any year; or
  - 17.7.3 the working hours of the employee have varied since the school service date.
- 17.8 **Calculation of Payments**
- 17.8.1 A payment made pursuant to paragraph sub-clauses 17.7.1 and 17.7.2 shall be calculated in accordance with the following formula:





$$\text{Step 1 } \frac{A \times B}{C} = D$$

$$\text{Step 2 } D - E = F$$

$$\text{Step 3 } \frac{F \times G}{2} = H$$

where:

A = The number of term weeks worked by the employee since the school service date

B = The number of non-term weeks in the school year

C = The number of term weeks in the school year

D = Result in weeks

E = The number of non-term weeks worked by the employee since the school service date

F = Result in weeks

G = The employee's current fortnightly salary

H = Amount Due.

17.8.2 A payment made pursuant to sub-clause 17.7.3 to an employee whose normal working hours have varied shall be calculated in accordance with the following formula:

$$\text{Step 1 } A - B = C$$

$$\text{Step 2 } \frac{C \times D}{E} = F$$

$$\text{Step 3 } F - B = G$$

where:

A = Total salary paid to the employee since the school service date

B = Salary paid to the employee in respect of non-term weeks since the school service date

C = Salary paid to the employee in respect of term weeks since the school service date

D = The total number of non-term weeks in the school year



E = The total number of term weeks in the school year

F = Result in dollars

G = Amount Due.

**17.9 Employees who Commence Employment after the School Service Date**

17.9.1 An employee who commences employment after the school service date shall be paid from the date the employee commences provided that, at the end of Term IV, the employee shall be paid an amount calculated pursuant to clause 35 and shall receive no other salary until his or her return to work in the following school year.

17.9.2 In each succeeding year of employment, the anniversary of appointment of the employee for the purposes of this clause shall be deemed to be the school service date.

**17.10 Employees who take Approved Leave Without Pay or Parental Leave**

Where an employee takes leave without pay or parental leave with the approval of the employer for a period which (in total) exceeds 20 pupil days in any year, the employee shall be paid salary calculated in accordance with this clause as follows:

17.10.1 If the leave commences and concludes in the same school year payment shall be calculated and made at the conclusion of Term IV of that school year.

17.10.2 If the leave is to conclude in a school year following the school year in which the leave commenced:

17.10.2.1 at the commencement of the leave a payment shall be calculated and made in respect of the school year in which the leave commences; and

17.10.2.2 at the end of Term IV in the school year in which the leave concludes a payment shall be calculated and made in respect of that school year.

17.10.3 Where an employee who has received a payment pursuant to sub-clause 17.10.2 returns from leave in the same year rather than the next school year as anticipated, then the employee shall be paid at the conclusion of Term IV as follows:

17.10.4 by applying for formula in sub-clause 17.8 as if no payment had been made to the employee at the commencement of leave;



17.10.5 by deducting from that amount the amount earlier paid to the employee.

#### 17.11 **Employees Whose Hours Have Varied**

Where the hours which an employee normally works at a school have varied since the school service date in any school year and the employee's employment is to continue into the next school year, the employee shall be paid throughout the summer pupil vacation as follows:

17.11.1 the amount due pursuant to the formula in sub-clause 17.8.2 shall be calculated; and

17.11.2 the employee shall continue to receive in each fortnight of the pupil vacation period the same amount as his or her ordinary pay in the last fortnight of the school term until the total amount received by the employee during the pupil vacation period is the same as the amount calculated above. (Note - this will have the consequence that the last fortnight of the pupil vacation period in which the employee is paid the amount received will differ from the pay in the preceding fortnights).

17.12 Notwithstanding the provisions of clause 35 an employee shall not pursuant to this clause, be paid an amount in respect of a year of employment which is less than the amount to which the employee would otherwise be entitled under the provisions of the ACT Annual Leave Act 1973 or the NSW Annual Holidays Act 1944,(as appropriate) in respect of a year of employment.

### 18 **ANNUAL LEAVE LOADING**

18.1 In this clause the ACT Annual Leave Act 1973 or the NSW Annual Holidays Act, 1944, as appropriate, is referred to as "the Act".

18.2 Where employees are given and take their annual holiday or, where by agreement between the employer and an employee, the annual holiday is given and taken in more than one separate period, then before each of such separate periods, the employer shall pay employees a loading determined in accordance with this clause.

18.3 The loading is payable in addition to the pay for the period of holidays given and taken and due to the employee under the Act and this agreement.

18.4 The loading is to be calculated in relation to any period of annual holiday to which the employee becomes entitled under the Act and this agreement or, where such a holiday is given and taken in separate periods, then in relation to each such separate period. [Note: See



subclauses 18.6 and 18.7 as to holidays taken wholly or partly in advance.]

- 18.5 The loading is the amount payable for the period or the separate period, as the case may be, stated in subclause 18.4, at the rate per week of 17½ per cent of the appropriate ordinary weekly time rate of pay prescribed by this agreement for the classification in which the employee was employed immediately before commencing their annual holiday, but shall not include any other allowances, penalty rates, shift allowances, overtime or any other payments prescribed by this agreement.
- 18.6 No loading is payable to an employee who takes annual holidays wholly or partly in advance; provided that, if the employee continues until the day when they would have become entitled under the Act to an annual holiday, the loading then becomes payable in respect of the period of such holiday and is to be calculated in accordance with subclause 18.5 of this clause applying the agreement rates of wages payable on that day.
- 18.7 Notwithstanding the provisions of subclause 18.6, an employee shall be paid an annual holiday loading where the annual holiday falls wholly or partly in advance during the summer pupil vacation period. The employee shall be entitled to the fraction of four weeks holiday loading as is equal to the number of weeks worked by the employee in that school year compared to the number of weeks in the year since the school service date.
- 18.8 Where the employment of an employee is terminated by the employer, for a cause other than misconduct and at the time of the termination the employee has not been given and has not taken the whole of an annual holiday to which they are entitled, they shall be paid a loading calculated in accordance with subclause 18.5 for the period not taken.

## **19 SICK LEAVE**

- 19.1 An employee, other than a casual employee, shall be entitled to fifteen days on full pay (provided that employees engaged in the School Aged Care Services' Stream shall in addition to this entitlement be entitled to the provisions outlined in Part E – 3.0 Leave Provisions), subject to the following conditions:
- 19.1.1 Employees shall not be entitled to paid sick leave for any period in respect of which the employee is entitled to payment under the NSW Workers' Compensation Act, 1987 or ACT Workers' Compensation Act 1951, as appropriate.
- 19.1.2 The employee shall, as soon as reasonably practicable, and in any case within twenty-four hours of the commencement of such absence, inform the employer of an inability to attend for



duty and, as far as possible, state the nature of the injury or illness and the estimated duration of the absence.

- 19.1.3 The employee shall furnish to the employer such evidence as the employer may desire that the employee was unable by reason of such illness or injury to attend for duty on the day or days for which sick leave is claimed.

Provided that where a single day absence occurs before and/or after a public holiday or a rostered day off a medical certificate shall be supplied.

- 19.1.4 Service before the date of coming into force of this agreement shall be taken into account for the purpose of calculating the annual entitlement to sick leave, provided however:

19.1.4.1 that for years of service completed between 1 January 2001 and 1 January 2005 the sick leave entitlement was ten (10) days during the first year and twelve (12) days (or fifteen (15) days from 1 September 2002) during the second and subsequent years; and

19.1.4.2 that for years of service completed before 1 January 2001 the sick leave entitlement was seven (7) days during the first year and ten (10) days during the second and subsequent years.

- 19.2 The sick leave entitlement of a part-time employee shall be in that proportion which the number of hours worked by the employee in a week bears to a full-time employee.
- 19.3 When the number of hours worked by an employee varies, the sick leave entitlement of the employee shall be calculated and credited to the employee in hours at the time of such variation.
- 19.4 If the full period of sick leave is not taken in any year, the whole or any untaken portion shall be cumulative from year to year. Provided that an employer shall not be bound to credit an employee for sick leave which accrued more than 154 days for current and accrued leave.
- 19.5 Service before the date of this agreement shall be counted for the purpose of assessing the annual sick leave entitlement but shall not be taken into consideration in arriving at the period of accumulated leave. Accumulated leave at the credit of the employee at the commencement of this agreement will not be increased or reduced by the operation of this clause.



19.6 If a holiday occurs during an employee's absence on sick leave then such holiday shall not be counted as sick leave.

19.7 **Portability**

19.7.1 An employee who was previously employed with another Catholic Diocesan Employer as a full-time, part-time or temporary employee, and is employed by the Archdiocese on or after 1 January 1998, shall be entitled to portability of sick leave in accordance with this subclause.

19.7.2 Untaken sick leave which has accumulated in accordance with subclause 19.3 shall be credited to the employee as their accumulated sick leave on their commencement of their employment with the Archdiocese.

19.7.3 For an employee to be eligible for portability of sick leave under this clause, the employee must satisfy the following criteria:

19.7.3.1 The employee has commenced employment with the Archdiocese within six months or two terms, whichever is the greater, of the employee's employment terminating with the other Catholic Diocesan Employer.

19.7.3.2 The former Catholic Diocesan Employer will provide to each employee on request on termination of employment, a completed version of the form set out in Annexure A of this agreement and the employee will provide the original completed form to the new Catholic Diocesan Employer within six school weeks of the commencement of employment.

19.7.4 For the purposes of this subclause "Catholic Diocesan Employer" shall mean the Archdioceses of Sydney and Canberra/Goulburn, the Dioceses of Broken Bay, Parramatta, Armidale, Bathurst, Lismore, Maitland/Newcastle, Wilcannia/Forbes, Wagga Wagga and Wollongong.

19.7.5 Notwithstanding subclauses 19.7.1 and 19.7.2 the maximum sick leave portable between Catholic Diocesan Employers shall be 150 days and the sick leave in any one year pursuant to subclause 19.1 shall not exceed 10 days in the first year of service and 15 days in the second and subsequent years (with one or more employers).



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## 20 PERSONAL/CARER'S LEAVE

### 20.1 Use of Sick Leave to Provide Care and Support for a Family Member

- 20.1.1 An employee, other than a casual employee, with responsibilities in relation to a family member set out in subclause 20.1.3.2 who needs the employee's care and support, shall be entitled to use, in any year, in accordance with this subclause, any current or accrued sick leave entitlement, provided for at Clause 19.0 of the agreement, for absences to provide care and support for such persons when they are ill. Such leave may be taken for part of a single day.
- 20.1.2 If required, the employee shall establish the illness of the person concerned either by production of a medical certificate, statutory declaration, written statement or other evidence and that the illness is such as to require care and support by the employee. An employee is not entitled to family leave under this subclause where another person has taken leave to care for the same person at the same time.
- 20.1.3 The entitlement to use sick leave in accordance with this subclause is subject to:
- 20.1.3.1 the employee being responsible for the care of the person concerned; and
  - 20.1.3.2 the family member being a parent, step-parent, spouse, grandchild, sibling, grandparent, child, step-child, foster child, adopted child and foster parent of the employee or spouse.

NOTE: In the unlikely event that more than 10 days sick leave in any year is to be used for caring purposes the employer and employees shall discuss appropriate arrangements which, as far as practicable, take account of the employers and employee's requirements.

### 20.2 Use of Sick Leave for a Pressing Domestic Necessity

- 20.2.1 Subject to 20.1.3, for the purposes of this clause, "pressing domestic necessity" means an emergency of an unforeseen nature impacting on the employee's household which requires the immediate attention of the employee.
- 20.2.2 An employee, other than a casual employee, with sick leave credits may apply to utilise such credits up to 5 of any current or accrued sick leave entitlement days in any one year of the employee's service, for any pressing domestic necessity other than to care for or support a person defined in 20.1.3.2.



- 20.2.3 Where an employee, other than a casual employee, is not entitled to utilise sick leave credits pursuant to 20.1.1 he or she may access any current or accrued sick leave for any pressing domestic necessity where the employee is responsible for the care or support of a person not referred to in sub clause 20.1.3.2.
- 20.2.4 The yearly entitlement to family leave for the purpose of pressing domestic necessity in sub clause 20.1.3.2 is non-cumulative.
- 20.2.5 If required, an employee shall provide a written statement or other evidence supporting the application for family leave for the purpose of pressing domestic necessity.

### 20.3 Notification of Intention to Take Leave

In relation to sub clauses 20.1 and 20.2 wherever practicable, the employee shall give the employer notice prior to the absence of the intention to take leave. The employee shall also provide the name of the person requiring care, that person's relationship to the employee, the nature of any pressing domestic necessity, the reasons for taking such leave and the estimated length of absence. If it is not practicable for the employee to give prior notice of absence, the employee shall notify the employer by telephone of such absence at the first opportunity on the day of absence.

### 20.4 Unpaid Leave for Family Purpose

With the consent of the employer, an employee may elect to take unpaid leave for the purpose of providing care and support to the person referred to in sub clause 20.1.3.1 or sub clause 20.1.3.2 who is ill.

## 21 EXAMINATION STUDY LEAVE

- 21.1 An employee, other than a casual employee, who for the purpose of furthering their training, enrolls in any course at a recognised higher education institution, shall be granted leave:
- 21.1.1 with pay on the day of any examination required in the course;
- 21.1.2 without pay for the purpose of attending any compulsory residential school that is a part of such course.

## 22 PARENTAL LEAVE

### 22.1 Entitlement

See the NSW Industrial Relations 1996 or Federal Fair Work Act 2009 as appropriate.





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## 22.2 Maternity Leave

- 22.2.1 An employee who applies for maternity leave under Part 4 of Chapter 2 of the NSW Industrial Relations Act 1996 or Division 5 Subdivision B of the Federal Fair Work Act 2009, as appropriate, and is granted maternity leave by the Archdiocese in accordance with these provisions shall be entitled to paid maternity leave in accordance with subclause 22.2.2.
- 22.2.2 Paid maternity leave shall be equivalent to fourteen weeks' salary at the rate of salary the employee would have received if the employee had not taken maternity leave.
- 22.2.3 Maternity leave is to commence four weeks prior to the anticipated date of birth. Further, maternity leave must conclude no more than twelve months after the date of commencement of maternity leave. If this date falls during a term, leave may be extended to the end of the school vacation which next occurs after the baby's first birthday.
- 22.2.4 The employee may elect to receive the paid maternity leave in subclause 22.2.2 either in accordance with the usual Archdiocesan payment schedule or as a lump sum payment in advance.
- 22.2.5 Where an employee applies for a lump sum payment in advance under subclause 22.2.4, the employee shall give the Archdiocese at least one month's notice of this intention.
- 22.2.6 If an employee has received payment of the maternity leave and subsequently the employee's pregnancy results in a miscarriage or a still birth the employee shall be entitled to retain the payment of the maternity leave.
- 22.2.7 The parties agree to review the effect of this clause in the event of any legislation by either the Federal or State Government which provides a maternity allowance or paid maternity leave or similar payment however named, or in the event that the operation of this clause is found to be discriminatory by an anti-discrimination tribunal.
- 22.2.8 An employee who receives paid maternity leave in accordance with this clause is not to be employed as a casual employee by the Archdiocese for the period of payment.
- 22.2.9 Except as varied by this clause, the provisions of the relevant acts referred to in Subclause 22.2.1 shall continue to apply to both the Archdiocese and the employee who has received a maternity allowance in accordance with this subclause.



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## 22.3 Paternity Leave

- 22.3.1 An employee shall be entitled to one day's leave with pay on the date of his wife's confinement or on the day on which his wife leaves hospital following her confinement.
- 22.3.2 In addition to the entitlement in 22.3.1, an employee shall be entitled, subject to this sub-clause, to take paternity leave in one continuous period not exceeding two weeks. Such leave shall be deducted from, and shall not exceed, the employee's entitlement to Personal/Carer's Leave pursuant to clause 20 of this agreement.
- 22.3.3 The employee shall be entitled to take such paternity leave in the four weeks before the date or expected date of the birth of the child and not later than four weeks after the birth of the child, provided that the employer may, in exceptional circumstances, request the employee to take leave at a time outside the period specified in this subclause. If the employee chooses to agree to the employer's request, such agreement shall be recorded in writing. Where the employee does not agree, the leave shall be taken in accordance with this subclause.
- 22.3.4 The entitlement to paternity leave in subclauses 22.3.1 and 22.3.2 is inclusive of, and not in addition to, the employee's entitlement to take unpaid paternity leave in accordance with the NSW Industrial Relations Act, 1996 or the Federal Fair Work Act 2009, as appropriate.
- 22.3.5 The employee must, at least 4 weeks before proceeding on leave pursuant to subclause 22.3.2 above, give written notice of the dates on which he proposes to start and end the period of leave. The proposed dates may be varied by further written notice, subject to the provisions of subclause 22.3.3.

## 22.4 Adoption Leave

- 22.4.1 An employee who applies for adoption leave under Part 4 of Chapter 2 of the NSW Industrial Relations Act 1996 or - Adoption Leave as outlined in Division 5 Subdivision B of the Federal Fair Work Act 2009, as applicable, and is granted such leave by the employer in accordance with these provisions, shall be entitled to payment of adoption leave under the same (or comparable) conditions as those set out in Clause 22.2 in relation to paid maternity leave. Provided further that adoption leave shall only be payable in respect of one adopting parent of a child.



22.4.2 An employee shall be entitled to one day's leave with pay for the purpose of adopting any child provided that he or she is not also entitled to payment of adoption leave pursuant to subclause 22.4.1.

## 22.5 Right to request

22.5.1 An employee entitled to parental leave may request the employer to allow the employee:

22.5.1.1 to extend the period of simultaneous unpaid parental leave up to a maximum of eight weeks;

22.5.1.2 to extend the period of unpaid parental leave for a further continuous period of leave not exceeding 12 months;

22.5.1.3 to return from a period of parental leave on a part-time basis until the child reaches school age;

22.5.1.4 to assist the employee in reconciling work and parental responsibilities.

22.5.2 The employer shall consider the request having regard to the employee's circumstances and, provided the request is genuinely based on the employee's parental responsibilities, may only refuse the request on reasonable grounds related to the effect on the workplace or the employer's business. Such grounds might include cost, lack of adequate replacement staff, loss of efficiency and the impact on customer service.

22.5.3 Employee's request and the employer's decision to be in writing

22.5.3.1 The employee's request and the employer's decision made under this subclause must be recorded in writing.

22.5.4 Request to return to work part-time

22.5.4.1 Where an employee wishes to make a request under this clause such a request must be made as soon as possible before the date upon which the employee is due to return to work from parental leave.



## 22.6 Communication during parental leave

- 22.6.1 Where an employee is on parental leave and a definite decision has been made to introduce significant change at the workplace, the employer shall take reasonable steps to:
- 22.6.1.1 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
  - 22.6.1.2 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.
- 22.6.2 The employee shall 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.
- 22.6.3 The employee shall also notify the employer of changes of address or other contact details which might affect the employer's capacity to comply with this clause

## 23 LONG SERVICE LEAVE

### 23.1 Accrual

- 23.1.1 The NSW Long Service Leave Act 1955 or the ACT Long Service Leave Act 1976 (incorporating amendments), shall apply, subject to the provisions of this clause as appropriate.
- 23.1.2 From 1 January 2001, Long Service Leave will accrue at the rate of 1.3 weeks per year, provided that, for staff engaged in the Domestic and Maintenance Stream in the ACT this entitlement shall apply from 2 February 1999.
- 23.1.3 An employee who has completed five years service but less than ten years of service and whose employment is terminated



or ceases for any reason shall be entitled to long service leave on a pro rata basis.

## 23.2 Calculation of Entitlement

- 23.2.1 It is the intention of the parties to the Agreement that, on and from 30 January 2006, a more equitable system of long service leave accrual will reflect the differing patterns of work of school employees within Catholic schools. In particular those school employees, whose full time equivalent ("FTE") changes from full-time to part-time and/or vice versa during their working career. To that end on and from 31 January 2006, all existing accruals will be converted from weeks to days.
- 23.2.2 The following formula will be used to calculate the number of days of long service leave that a school employee is entitled to as at 29 January 2006:
- 23.2.2.1 all full-time school employees, as at 30 January 2006, will have their weeks converted to days on the basis of 1 week of accrued leave equals 38 hours of accrued leave;
- 23.2.2.2 all part-time school employees, as at 29 January 2006, will have their weeks of leave converted to hours of leave by averaging their hours worked during the last 5 years of eligible service, comparing it with the current hours worked (i.e. as at 30 January 2006) and using the higher figure to determine the proportion the number of hours worked by the employee bears to 38. Each week of accrued leave is then multiplied by the determined proportion of the number of hours of work compared to 38, and further multiplied by 38 hours to determine the accrued leave balance in hours.
- 23.2.3 The amount of long service leave to which an employee shall be entitled in respect of service performed on and from 30 January 2006 shall be:
- 23.2.3.1 In respect of full-time service an employee shall accrue 49.4 hours per year of service. (Full-time Service' means an employee who works thirty eight hours per week)
- 23.2.3.2 Where an employee works part-time in a given year the employee shall accrue leave on a pro rata basis according to the number of hours worked by the



employee in a week compared to 38, were a full-time employee accrues 49.4 hours of leave for each year of service.

#### 23.2.4 Calculation of Accrued Leave as at 29 January 2006

23.2.4.1 An employee whose employment commenced prior to 30 January 2006 will have accrued long service leave as at 29 January 2006 in accordance with previous award and legislative provisions.

23.2.4.2 A summary of the accrual rates pursuant to these provisions is set out below:

#### **Calculation of Entitlement:**

Prior to 1 January 2001	.866 weeks per year.
1 January 2001 to 29 January 2006 and following	1.3 weeks per year.

### 23.3 **Conditions of Taking Long Service Leave**

23.3.1 Where an employee has become entitled to long service leave the employee shall take the leave as soon as practicable having regard to the needs of the school. The employee shall provide reasonable notice of his or her intention to take leave. The employer shall give the employee at least two school terms' notice of any requirement to take leave.

23.3.2 The appropriate union will encourage the taking of long service leave by employees in accordance with sub clause 23.3.1.

### 23.4 **Public Holidays**

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

### 23.5 **Continuous Service/Leave Without Pay**

The service of an employee with an employer shall be deemed continuous notwithstanding the service has been interrupted by reason of the employee taking maternity leave (including paid or unpaid leave in accordance with clause 23.9 Parental Leave) or other approved leave without pay but the period during which the service is so interrupted shall not be taken into account in calculating the period of service.



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### 23.6 **Payment in Lieu of Long Service Leave**

- 23.6.1 Where an employee takes long service leave for an entire school term, the employee and the Archdiocese may agree that, in addition to the long service leave, the employee is paid in lieu all or part of additional long service leave accumulated by the employee prior to the commencement of the long service leave.
- 23.6.2 Any payment in sub clause 23.6.1 will be paid by the Archdiocese upon the commencement of the employee's long service leave.
- 23.6.3 Where a payment in lieu of long service leave is paid by the Archdiocese in accordance with this clause, an employee's entitlement to long service leave will be reduced by the extent of such payment.
- 23.6.4 When an employee is paid out part or all of their long service leave, such payment will include the employer funded superannuation

### 23.7 **Long Service Leave and Leave Without Pay**

Where an employee takes long service leave for an entire school term and the employee wishes to take the following school term as leave without pay, the employer will ordinarily consent to such arrangement where the employee has had five years continuous service with the Archdiocese. However, such leave without pay will ordinarily be approved for terms in the same year.

### 23.8 **Long Service Leave in Short Blocks**

Applications will be considered for access to short blocks of long service leave and may be granted without penalty at the discretion of the Director provided that:

- 23.8.1 due regard is had for the needs of the school;
- 23.8.2 the minimum period of leave (as a matter of principle) and how it is to be taken shall be determined by agreement between the IEU and the Director.

### 23.9 **Parental Leave/Long Service Leave**

- 23.9.1 For the purposes of this subclause "parental leave" shall include maternity leave, adoption leave and extended paternity leave.



- 23.9.2 Employees who have five or more continuous years' service with the Archdiocese prior to taking parental leave shall be entitled to be paid their pro-rata long service leave entitlements, either in whole or in part, calculated in accordance with Clause 22 on the commencement of their parental leave.
- 23.9.3 Where an employee has less than five years' but at least two years' continuous service with the Archdiocese prior to taking parental leave, then the following shall apply:
- 23.9.3.1 Employees shall be entitled to be paid their pro rata long service leave entitlements, either in whole or in part, calculated in accordance with clause 23.1.2 on the commencement of their parental leave to a maximum of three weeks.
- 23.9.3.2 Where the employee's employment is subsequently terminated and the employee has no entitlement or an insufficient entitlement to long service leave under clause 23 the Archdiocese may deduct from any remuneration payable on termination to the employee the amount paid to the employee for long service leave whilst on parental leave. If there is no remuneration payable on termination or the amount of remuneration payable is less than the amount of long service leave, the employee will be required to pay any outstanding amount to the Archdiocese.
- 23.9.4 Where employees desire to be paid some or all of their long service leave entitlement whilst on parental leave, the employees will give not less than four weeks' notice in writing of this intention to the Archdiocese prior to the date on which the employees propose to commence parental leave.
- 23.9.5 Where employees desire to be paid long service leave while on parental leave the period of long service leave taken cannot exceed the period of time on parental leave.
- 23.9.6 Employees with a least twelve months service may apply for pro-rata long service leave as part of their maternity leave entitlements, provided that the total of any one period of leave shall not exceed 12 months.

## **24 BEREAVEMENT LEAVE**

- 24.1 An employee, other than a casual employee, shall, on the death of the wife, husband, father, mother, parent-in-law, brother, sister, child, step-child, grandparent or grandchild of the employee, be entitled to leave up





to and including the day of the funeral of such relative. Such leave, for a period not exceeding three days in respect of any such death, shall be without loss of any ordinary pay which the employee would have received if the employee had not been on such leave.

24.2 The rights to such paid leave shall be dependent on compliance with the following conditions:

24.2.1 satisfactory evidence of such death shall be furnished by the employee to the employer; and

24.2.2 the employee shall not be entitled to leave under this clause in respect of any period which coincides with any other period of leave entitlement under this agreement or otherwise.

24.3 Bereavement Leave shall be available to the employee in respect to the death of a person in relation to whom the employee could have utilised Personal/Carer's Leave in Clause 20, provided that for the purpose of Bereavement Leave, the employee need not have been responsible for the care of the person concerned.

24.4 Bereavement Leave may be taken in conjunction with other leave available under this Agreement. In determining such a request the employer will give consideration to the circumstances of the employee and the reasonable operational requirements of the school.

## **25 COMPASSIONATE LEAVE**

25.1 A full-time or part-time employee shall be entitled to paid compassionate leave in accordance with and subject to the terms of the Fair Work Act 2009.

25.2 For the purposes of this sub-clause, compassionate leave is paid leave taken by an employee:

25.2.1 for the purposes of spending time with a person who:

25.2.2 is a member of the employee's immediate family or a member of the employee's household; and

25.2.3 has a personal illness, or injury, that poses a serious threat to his or her life.

25.3 Paid compassionate leave is two days per occasion when a member of the employee's immediate family or a member of the employee's household:

25.3.1 contracts or develops a personal illness that poses a serious threat to his or her life;



- 25.3.2 or sustains a personal injury that poses a serious threat to his or her life;
- 25.3.3 An employee may be required to provide the employer with satisfactory evidence as the employer may reasonably require of such illness or injury.

## **26 COMPASSIONATE LEAVE FOR CASUAL EMPLOYEES**

- 26.1 Casual employees are entitled to not be available to attend work, or leave work upon the death of a person in relation to whom the employee could have utilised personal/carer's leave (i.e. a person who is a member of the employee's immediate family or the employee's household) provided that for the purpose of compassionate leave, the casual employee need not have been responsible for the care of the person concerned. A casual employee must notify the employer as soon as practicable of their intention to access this entitlement and may be required to provide the employer with satisfactory evidence of such death.
- 26.2 The employer and the employee shall agree on the period for which the employee will be entitled to not be available to attend work. In the absence of agreement, the employee is entitled to not be available to attend work for up to 48 hours (i.e. two days per occasion). The casual employee is not entitled to any payment for the period of non-attendance
- 26.3 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 engage a casual employee are otherwise not affected.

## **27 JURY SERVICE**

- 27.1 An employee, other than a casual employee, required to attend for jury service during his or her normal working hours shall be paid by the employer an amount equal to the salary the employee would have been entitled to as if the employee had been engaged as normal. The employee shall reimburse to the employer any amount paid exclusive of travelling allowance in respect of the employee's attendance for such jury service.
- 27.2 The employee shall notify the employer as soon as possible of the date upon which he or she is required to attend for jury service. Further, the employee shall give the employer proof of his or her attendance, the duration of such attendance and the amount received in respect of that jury service.



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## **28 MEAL ALLOWANCES**

- 28.1 An employee working overtime shall be paid a meal allowance in any of the following circumstances:
- 28.2 When required to work beyond 6.00 pm (or 7.00 pm in the case of School Aged Care Services employees)- the rate set by Item 1 of Table 7, Other Rates and Allowances, of Part B, Monetary Rates.
- 28.3 If overtime continues beyond 10.00 pm. - the rate set out in the said Item 1.
- 28.4 Where the employee agrees, an employer may supply his/her employees with a suitable meal in which case the allowance set out in subclauses 26.1.1 and 26.1.2 shall not be payable.
- 28.5 Meal allowances shall be paid not later than the next succeeding working day, except by mutual arrangement.

## **29 FIRST-AID AND MEDICATION ALLOWANCES**

- 29.1 An employee who has been trained to render first-aid and who is the current holder of appropriate first-aid qualifications, such as a certificate from the St. John Ambulance or similar body, shall be paid an allowance as set by Item 2 of Table 7 - Other Rates and Allowances, of Part B, Monetary Rates, if the employee is required by the employer to perform first-aid duty. Provided that where an employer requires an employee to undergo First Aid training such training shall be conducted on paid time.
- 29.2 An employee who is required to dispense medication in accordance with the School Medication Plan shall be paid an allowance as set by Item 3 of Table 27- Other Rates and Allowances, of Part B, Monetary Rates. Such allowance shall be paid in addition to the first aid allowance if such is paid to the employee. Provided that such employee shall be provided with clear instructions and any necessary training on paid time.
- 29.3 The employer shall appoint an employee to act as a first aid person and where practicable such employee shall be qualified in first aid. An employee so appointed who has undertaken a first aid course and who is the holder of a current recognised first aid qualification such as a certificate from the St. John's Ambulance or similar body shall be paid an allowance as established in the 'Child Care Industry (Australian Capital Territory) Award 1998'. Provided that employees engaged in School Age Care Stream and appointed as First Aid person shall be paid 70 cents per hour additional to his/her ordinary rate of pay.
- 29.4 Provided that a first aid person need not be appointed where a qualified nurse is on the premises at all times.



- 29.5 Provided that subclauses 29.1 and 29.2 do not apply to employees engaged in the School Age Care Services Stream and provided further that subclauses 29.3 and 29.4 only apply to employees engaged in the School Age Care Services Stream.

### **30 HEALTH CARE PROCEDURES ALLOWANCE**

- 30.1 An employee who is required by an employer from time to time to perform, or supervise, health care procedures on pupils of the school, shall be paid an allowance set out in Item 4 of Table 7 – Other Rates and Allowances, of Part B, Monetary Rates.
- 30.2 All health care procedures will be in accordance with a medical plan developed by the pupil'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 or more of the following:
- 30.2.1 Tube feeding
- This includes feeding via a gastromostomy or naso-gastic tube but does not include tube insertion.
- 30.2.2 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.
- 30.2.3 Assisted toileting
- This includes assisting with self catheterisation or catheter drainage equipment (urethral or suprapubic) and aerating/emptying a colostomy bag. This does not include the insertion of an in dwelling urinary catheter.
- 30.3 This allowance is only paid when:
- 30.3.1 such procedures and/or supervision is required by the employers; and
- 30.3.2 the employee is on duty.
- 30.3.3 An employee who receives this allowance may also be called upon to dispense medication to pupils or supervise a pupil who self administers medication.

### **31 MEDICATION ALLOWANCE**



- 31.1 An employee is required by an employer from time to time to dispense medication to pupils of the school, or is required to supervise a pupil, who self-administers medication, shall be paid an allowance set out in Item 3 of Table 7 – Other Rates and Allowances, of Part B, Monetary Rates.
- 31.2 This allowance is only paid when:
- 31.2.1 such procedures and/or supervision is required by the employer; and
  - 31.2.2 the employee is on duty.
- 31.3 An employee who has been trained to render first-aid and who is the current holder of appropriate first-aid qualifications, such as a certificate from the St. John Ambulance or similar body shall be paid an allowance as set out in Item 5 of Table 2 of Table 2 - Other Rates and Allowances, of Part B, Monetary Rates, if the employee is required by an employer to perform first-aid duty.

## **32 TRAVELLING EXPENSES**

- 32.1 When employees, in the course of their duty, are required to go to any place away from their usual place of employment, they shall be paid all reasonable expenses actually incurred.
- 32.2 When employees, in the course of their duty, are required other than in ordinary working hours to go to any place away from their usual place of employment they shall be paid all reasonable expenses actually incurred and in addition shall be paid at the ordinary rates, for half of any time occupied in travelling outside ordinary working hours which is in excess of the time normally occupied by them in travelling from their home to their usual place of employment.
- 32.3 Employees required to provide a motor car shall be paid extra per week at the rate set by Item 6 of Table 7, Other Rates and Allowances of Part B, Monetary Rates.
- 32.4 Where employees are required by their employer to use their own motor car on a casual or incidental basis, they shall be paid the rate set out in Item 7 of Table 7 during such use.
- 32.5 If the employer provides a vehicle, the employer shall pay the whole of the cost of the upkeep, registration, insurance, maintenance and running expenses.

## **33 MISCELLANEOUS CONDITIONS**

### **33.1 Meal Facilities**



Employees shall be supplied with facilities for tea making and heating food.

### 33.2 **Accommodation for Meals**

Employers shall allow employees to partake of their meals or tea breaks in a suitable place protected from the weather and every such employee shall leave such place in thoroughly clean condition.

### 33.3 **Uniforms and Protective Clothing**

33.3.1 In the event of an employee being required to wear a uniform, including laboratory coats such uniform shall be provided by and laundered at the employer's expense or, by mutual agreement, such employee shall be paid an amount as set out in Item 8 of Table 7 - Other Rates and Allowances, of Part B - Monetary Rates, as a laundry allowance.

33.3.2 Where employees are required to work in laboratories and required to use chemicals or other injurious substances, they shall be supplied with overalls or lab coats, serviceable rubber gloves, and masks at the employer's expense.

33.3.3 Protective clothing, uniforms, or rubber gloves supplied pursuant to this agreement shall remain the property of the employer and shall be returned upon termination of employment.

### 33.4 **Dressing Accommodation**

Where it is necessary or customary for employees to change their dress or uniform, suitable dressing rooms and dressing accommodation and individual lockable lockers shall be provided.

33.5 A first-aid kit shall be supplied and readily available to all employees.

33.6 All materials, equipment, etc., required for cleaning purposes shall be supplied by the employer.

33.7 School Officers, who work regularly in laboratory using chemicals on a regular basis and/or continuous basis, may request an annual medical check-up at the employer's expense.

## **34 REDUNDANCY**

### 34.1 **INTRODUCTION**

34.1.1 This Clause shall apply in respect of full-time and part-time persons employed in the classifications specified by the Agreement.



34.1.2 Notwithstanding anything contained elsewhere in this agreement, the provisions of this Clause shall not apply to employees with less than one year's continuous service and the general obligation on the employer shall be no more than to give such employees an indication of the impending redundancy at the first reasonable opportunity, and to take such steps as may be reasonable to facilitate the obtaining by the employees of suitable alternative employment.

34.1.3 This Clause shall not apply where employment is terminated as a consequence of conduct that justifies instant dismissal, including malingering, inefficiency or neglect of duty, or in the case of casual employees, juniors or employees engaged for a specific period of time or for a specified task or tasks or where employment is terminated due to the ordinary and customary turnover of labour.

#### 34.2 **EMPLOYERS DUTY TO NOTIFY AND DISCUSS**

34.2.1 Where the employer has made a definite decision to introduce major changes in production, program, organisation, structure or technology that are likely to have significant effects on employees, the employer shall notify the employees who may be affected by the proposed changes and the union to which they belong.

34.2.2 The employer shall discuss with the effected employees and the union to which they belong, the introduction of such changes and the likely effect on the employees and the measures taken to avert or mitigate the adverse effects of such changes.

34.2.3 `Significant effects' include termination of employment, major changes in the composition, operation or size of the employers workforce or in the skills required, the elimination or diminution of job opportunities, promotion opportunities or job tenure, the alteration of hours of work, the need for retraining or transfer of employees to other work or locations and the restructuring of jobs.

#### 34.3 **DISCUSSIONS BEFORE TERMINATIONS**

34.3.1 Where the employer has made a definite decision that the employer no longer wishes the job the employee has been doing done by anyone and that decision may lead to the termination of employment, the employer shall hold discussions with the employees directly affected and with the union to which they belong.



34.3.2 The discussions shall take place as soon as is practicable after the employer has made a definite decision which will invoke the provision of subclause 34.3.1 and shall cover, inter alia, any reasons for the proposed terminations, measures to avoid or minimise the terminations and measures to mitigate any adverse effects of any termination of the employees concerned.

34.3.3 For the purposes of the discussion the employer shall, as soon as practicable, provide to the employees concerned and the union to which they belong, 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 workers normally employed and the period over which the terminations are likely to be carried out. Provided that any employer shall not be required to disclose confidential information the disclosure of which would adversely affect the employer.

**34.4 NOTICE FOR CHANGE IN PRODUCTION, PROGRAM, ORGANISATION OR STRUCTURE**

34.4.1 In order to terminate the employment of an employee for reasons as set out in subclause 34.3.1 the employer shall give to the employee the following notice:

<u>Period of continuous service</u>	<u>Period of Notice</u>
Less than 1 year	1 week
1 year and less than 3 years	2 weeks
3 years and less than 5 years	3 weeks
5 years and over	4 weeks

34.4.2 In addition to the notice above, employees over 45 years of age at the time of the giving of the notice with not less than two years continuous service, shall be entitled to an additional week's notice.

34.4.3 Payment in lieu of the notice above shall be made if the appropriate notice period is not given. Provided that employment may be terminated by part of the period of notice specified and part payment in lieu thereof.

**34.5 NOTICE FOR TECHNOLOGICAL CHANGE**

34.5.1 In order to terminate the employment of an employee for reasons arising from 'technology' in accordance with subclause 34.2 the employer shall give to the employee three months notice of termination.





34.5.2 Payment in lieu of the notice above shall be made if the appropriate notice period is not given. Provided that employment may be terminated by part of the period of notice specified and part payment in lieu thereof.

34.5.3 The period of notice required by this subclause to be given shall be deemed to be service with the employer for the purposes of the ACT Long Service Leave Act 1976 or the NSW Long Service Leave Act 1955 (as appropriate), the ACT Annual Leave Act 1973 or the NSW Annual Holidays Act 1944 (as appropriate), or any Act amending or replacing these Acts.

#### **34.6 TIME OFF DURING THE NOTICE PERIOD**

34.6.1 During the period of notice of termination given by the employer an employee shall be allowed up to one day's time off without loss of pay during each week of notice, to a maximum of five weeks, for the purposes of seeking other employment.

34.6.2 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 shall, at the request of the employer, be required to produce proof of attendance at an interview or the employee shall not receive payment for the time absent.

#### **34.7 EMPLOYEE LEAVING DURING THE NOTICE PERIOD**

34.7.1 If the employment of an employee is terminated (other than for misconduct) before the notice period expires, the employee shall be entitled to the same benefits and payments under this clause as had the employee remained with the employer until the expiry of such notice. Provided that in such circumstances the employee shall not be entitled to payment in lieu of notice.

#### **34.8 STATEMENT OF EMPLOYMENT**

34.8.1 The employer shall, upon receipt of a request from an employee whose employment has been terminated, provide to the employee a written statement specifying the period of the employee's employment and the classification of or the type of work performed

#### **34.9 NOTICE TO CENTRELINK.**

34.9.1 Where a decision has been made to terminate employees, the employer shall notify the Centrelink thereof as soon as possible giving relevant information including the number and



categories of the employees likely to be affected and the period over which the terminations are intended to be carried out.

**34.10 EMPLOYMENT SEPARATION CERTIFICATE**

34.10.1 The employer shall, 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.

**34.11 TRANSFER TO LOWER PAID DUTIES**

34.11.1 Where an employee is transferred to lower paid duties for reasons set out in subclause 34.5.1 the employee shall 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, and the employer may at the employer's option make payment in lieu thereof of an amount equal to the difference between the former ordinary time rate of pay and the new ordinary time rates for the number of weeks of notice still owing.

**34.12 SEVERANCE PAY**

34.12.1 Where an employee is to be terminated pursuant to subclause 34.2 subject to further order of Fair Work Australia, the employer shall pay the following severance pay in respect of a continuous period of service:

34.12.1.1 If an employee is under 45 years of age, the employer shall pay in accordance with the following scale:

<u>Years of Service Entitlement</u>	<u>Under 45 Years of Age</u>
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

34.12.1.2 Where an employee is 45 years old or over, the entitlement shall be in accordance with the following scale:



Years of Service  
Entitlement

Over 45 Years  
of Age

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

34.12.2 'Weeks Pay' means the all purpose rate of pay for the employee concerned at the date of termination, and shall include, in addition to the ordinary rate of pay, over agreement payments, shift penalties and allowances provided for in this agreement.

34.12.3 Where an employee is subject to a reduction of working hours of 6 or more hours per fortnight, the reduction will be treated as a partial redundancy. A pro rata payment will be made in accordance with the severance payments set out in subclauses 34.12.1.1 or 34.12.1.2.

**34.13 INCAPACITY TO PAY**

34.13.1 Subject to an application by the employer and further order of Fair Work Australia, the employer may pay a lesser amount (or no amount) of severance pay than that contained in subclause 34.12.1.

34.13.2 Fair Work Australia shall have regard to such financial and other resources of the employer concerned as the Industrial Relations Commission thinks relevant, and the probable effect paying the amount of severance pay in subclause 34.12.1 will have on the employer.

**34.14 ALTERNATIVE EMPLOYMENT**

34.14.1 Subject to an application by the employer and further order of the Fair Work Australia, the employer may pay a lesser amount (or no amount) of severance pay than that contained in subclause 34.12.1 if the employer obtains acceptable alternative employment for an employee.

**35 PAYMENT ON TERMINATION**

35.1.1 Where an employee whose employment ceases is paid in accordance with subclause 9.2.2.1 and the total amount received by the employee during that school year since the



school service date or the date of commencement of employment of the employee (if after the school service date that year) is less than such amount the employee would have earned if their salary had not been averaged in accordance with subclause 9.2.2.1 then the employee shall be paid on termination the difference between the averaged amount paid and such higher amount.

### **36 DISPUTES AVOIDANCE AND GRIEVANCE PROCEDURE**

The objective of these procedures is the avoidance or resolution of industrial disputation, arising under this agreement, by measures based on consultation, cooperation and negotiation.

- 36.1 Without prejudice to either party, the parties shall ensure the continuation of work in accordance with this agreement and custom and practice in the schools of the employer.
- 36.2 In the event of any matter arising which is of concern or interest, the employee shall in the first instance discuss this matter with the principal or his or her nominee.
- 36.3 All employees have a right to be advised in advance of the purpose of any interview relevant to a complaint or alleged performance problem and the names and positions of persons who will be attending the interview; the right to be advised of an entitlement to be accompanied by a colleague of the employee's choice and sufficient notice of the proposed meeting time to allow such witness to attend.
- 36.4 All employees have a right to be advised of any adverse disciplinary action proposed to be taken by the employer in advance of implementation, and shall have the right to put submissions in relation to the proposed action prior to its implementation.
- 36.5 If the matter is not resolved at this level, the employee may refer this matter to the workplace representative in the workplace, who will discuss the matter with the Principal or his or her nominee.
- 36.6 If the matter remains unresolved, it shall be referred to the appropriate union and to the Director of the Catholic Education Office or his or her nominee for discussion and appropriate action (the Director of the Catholic Education Office may choose to involve the Executive Director of the Catholic Commission for Employment Relations, or his/her representative, if appropriate).
- 36.7 If this matter cannot be resolved at this level it may be referred to Fair Work Australia for determination.



- 36.8 Nothing contained in this procedure shall prevent the appropriate union or the nominee of the employer from entering into negotiations at any level either at the request of a member or on his or her own initiative in respect of matters in dispute should such action be considered conducive to achieving resolution of the dispute.
- 36.9 The outcome of any dispute will be included on the relevant personnel file held in the Catholic Education Office.

### **37 MODEL TERM FOR DEALING WITH DISPUTES**

- 37.1 If a dispute relates to;
- 37.1.1 a matter arising under the agreement; or
  - 37.1.2 the National Employment Standards;
- this term sets out procedures to settle the dispute.
- 37.2 An employee who is party to the dispute may appoint a representative for the purposes of the procedures in this term.
- 37.3 In the first instance, the parties to the dispute must try to resolve the dispute at the workplace level, by discussions between the employee or employees and relevant supervisors/and/or management.
- 37.4 If discussions at the workplace level do not resolve the dispute, a party to the dispute may refer the matter to Fair Work Australia.
- 37.5 Fair Work Australia may deal with the dispute in 2 stages:
- 37.5.1 Fair Work Australia will first attempt to resolve the dispute as it considers appropriate, including by mediation, conciliation, expressing an opinion or making a recommendation; and
  - 37.5.2 if Fair Work Australia is unable to resolve the dispute at the first stage, Fair Work Australia may then:
    - 37.5.2.1 arbitrate the dispute; and
    - 37.5.2.2 make a determination that is binding on the parties.
- 37.6 While the parties are trying to resolve the dispute using the procedures in this term:
- 37.6.1 an employee must continue to perform his or her work as he or she would normally unless he or she has a reasonable concern about an imminent risk to his or her health or safety; and



- 37.6.2 an employee must comply with a direction given by the employer to perform other available work at the same workplace, or at another workplace, unless:
- 37.6.2.1 the work is not safe; or
  - 37.6.2.2 application of occupational health and safety legislation would not permit the work to be performed; or
  - 37.6.2.3 the work is not appropriate for the employee to perform; or
  - 37.6.2.4 there are other reasonable grounds for the employee to refuse to comply with the direction.

The parties to the dispute agree to be bound by a decision made by Fair Work Australia in accordance with this term.

## **38 SUPERANNUATION**

### **38.1 Fund**

- 38.1.1 The Catholic Super & Retirement Fund shall be made available by the employer to each employee and shall be the default fund.
- 38.1.2 The National Catholic Superannuation Fund shall be made available by the employer to each employee.
- 38.1.3 The Non-Government Schools Superannuation Fund shall be made available by the employer to each employee.

### **38.2 Definitions**

For the purpose of this clause the following definitions shall apply:

- 38.2.1 **"Basic Earnings"** for the purposes of this clause shall mean the minimum weekly or hourly rate of pay prescribed for the employee by this agreement and the amount of any payment made to the employee pursuant to Clause 17.0 Annual Leave and Clause 35 Payment on Termination.
- 38.2.2 **"Fund"** means a fund as defined in subclause 38.1

### **38.3 Benefits**

- 38.3.1 Except as provided in subclauses 38.3.3, 38.3.4 and 38.3.6, the employer shall, in respect of each employee employed by the employer, pay contributions into a fund to which the



employee is eligible to belong and, if the employee is eligible to belong to more than one fund, the fund nominated by the employee, at the rate of nine per cent of the employee's basic earnings.

38.3.2 Subject to subclause 38.3.4, contributions shall be paid at intervals in accordance with procedures and subject to the requirements prescribed by the relevant fund or as the trustees of a fund may reasonably determine.

38.3.3 The employer shall not be required to make contributions pursuant to this clause in respect of an employee in regard to a period when that employee is absent from his or her employment without pay.

38.3.4 Contributions shall commence to be paid from the beginning of the first pay period commencing on or after the employee's date of engagement.

38.3.5 The employee shall advise the employer in writing of the employee's application to join a fund pursuant to this agreement.

38.3.6 The employer shall make contributions pursuant to this agreement in respect of:

38.3.6.1 casual employees who earn in excess of \$2,820.00 during their employment with the employer in the course of any year, running from 1 July to the following 30 June (all such casual employees are hereinafter called "qualified employees"); and

38.3.6.2 qualified employees in each ensuing year of employment with that employer.

Such contributions shall be made in respect of all days worked by the qualified employee for the employer during that year and shall be paid by the employer to the relevant fund at the time of issue of the employee of his or her annual group certificate, provided that prior to the immediately preceding 30 June the employee has applied to join a fund.

38.3.7 Where the employer approves a fund, other than the Non-Government Schools Superannuation Fund or the National Catholic Superannuation Fund, as one to which the employer will pay contributions in respect of its employees or a class or classes of such employees within two weeks of such approval, the employer shall notify its employees of such approval and shall, if an employee so requests, provide the employee with a



copy of the trust deed of such fund and of a letter from the Australian Prudential Regulation Authority granting interim or final listing to the fund at a cost of eighty cents per page of such copies.

38.3.8 An employer shall not be required to make contributions pursuant to this clause in respect of employees aged 75 or older; or in respect of employees aged 70 to 74 for periods where those employees have been employed for less than 40 hours in a 30 day period within the financial year during which the contributions would otherwise be made.

#### 38.4 **Transfer between Funds**

38.4.1 If an employee is eligible to belong to more than one fund, the employee shall be entitled to notify the employer that the employee wishes the employer to pay contributions in respect of the employee to a new fund but shall not be entitled to do so within three years after the notification made by the employee pursuant to sub-clause 37.3.5, or within three years after the last notification made by the employee pursuant to this clause. The employer shall only be obliged to make such contributions to the new fund where the employer has been advised in writing:

38.4.1.1 of the employee's application to join the other fund; and

38.4.1.2 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.

#### 38.5 **Explanatory Clause**

The figure which appears in subclause 38.3.6.1 is calculated by the following formula:

Level 1 employee casual hourly rate of pay or \$ 2,090.00, whichever is the greater. x 19 eight-hour days (1 month)

### 39 **FAIR PROCEDURES FOR INVESTIGATING ALLEGATIONS OF REPORTABLE CONDUCT**

#### 39.1 **Definitions**

For the purposes of this clause:





“**Child**” under the NSW *Children and Young Person (Care and Protection) Act* means a person under the age of 18 years and in the case of the ACT *Children and Young People Act 1999* a person who is under 12 years old.

“**Young Person**” under the NSW *Children and Young Person (Care and Protection) Act* means a person under the aged 16 or 17 years of age and in the case of the ACT *Children and Young People Act 1999* a person who is 12 years or older but not yet an adult.

“**Reportable Allegation**” under the NSW *Ombudsman Act 1974* means an allegation of reportable conduct against a person or an allegation of misconduct that may involve reportable conduct.

“**Reportable Conduct**” under the NSW *Ombudsman Act 1974* means:

- any sexual offence, or sexual misconduct, committed against, with or in the presence of a child (including a child pornography offence), or
- any assault, ill-treatment or neglect of a child, or
- any behaviour that causes psychological harm to a child,

whether or not, in any case, with the consent of the child. Reportable conduct does not extend to:

- conduct that is reasonable for the purposes of the discipline, management or care of children, having regard to the age, maturity, health or other characteristics of the children and to any other relevant codes of conduct or professional standards, or
- the use of physical force that, in all circumstances, is trivial or negligible, but only if the matter is to be investigated and the result of the investigation recorded under workplace procedures, or
- conduct of a class or kind exempted from being reportable conduct by the Ombudsman under section 25CA.

Note.

Examples of conduct that would not constitute ‘reportable conduct’ include (without limitation) touching a child in order to attract the child’s attention, to guide a child or comfort a distressed child, a school teacher raising his or her voice in order to attract attention or to restore order in the classroom; and conduct that is established to be accidental.



“**Abuse**” under the ACT *Children and Young People Act 1999* in relation to a child or young person mean:

- physical abuse; or
- sexual abuse; or
- emotional abuse (including psychological abuse) if the child or young person –
  - has suffered, is suffering or is likely to suffer in a way that has caused, is causing or is likely to cause significant harm to his or her wellbeing or development;
  - has been, is being or is likely to be exposed to behaviour that is a domestic violence offence within the meaning of the *Protection Orders Act 2001*, dictionary, and that has caused, is causing or is likely to cause significant harm to the child or young person’s wellbeing or development.

### 39.2 **Natural Justice to employees in dealing with allegations**

An employee, against whom an 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 allegation made against them and be given:

- 39.2.1 an opportunity to respond to the allegation; and
- 39.2.2 sufficient information to enable them to respond to the matters alleged against them. 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 teacher, have otherwise directed the employer not to do so.

Where an interview is required, the employee shall be advised in advance of the general purpose of any interview relevant to the allegation and the names and positions of persons who will be attending the interview; the right to be advised of an entitlement to be accompanied by a person of the employee’s choice (a witness), and sufficient notice of the proposed meeting time to allow such witness to attend. Such witness may be a union representative.

### 39.3 **Access to files**

- 39.3.1 Such employee is to be informed by his or her employer of the location of any files which the employer holds relating to the employee, concerning the allegation of reportable conduct made against the employee.



- 39.3.2 The employee may, subject to giving reasonable notice, have the right to inspect such files held by the employer.
- 39.3.3 The employer may 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 either:
  - 39.3.3.1 compromise or put at risk the welfare or safety of the child who is the alleged victim or subject of the reportable conduct allegation; or
  - 39.3.3.2 contravene any statutory provision, or guideline or policy directive of a government authority or agency, in relation to the reporting or investigation, including Police criminal investigation, of any child abuse allegations; or
  - 39.3.3.3 prevent the employer from conducting or completing the investigation or reporting of the details of a child abuse allegation against an employee, in compliance with any statutory deadline; or
  - 39.3.3.4 compromise or put at risk the welfare or safety of the person who made the allegation against the employee.

#### 39.4 **Additional documentation from employee**

- 39.4.1 An employee against whom a reportable conduct allegation has been made may submit to his or her employer documentation, in response to the matters alleged against him or her.
- 39.4.2 The employer must place such documentation on the file held by the employer concerning the reportable conduct allegation made against an employee.

#### 39.5 **Confidentiality of documents and files**

- 39.5.1 The employer must implement procedures to safeguard the confidentiality of any file held by the employer concerning any allegation of child abuse made against an employee.

### 40 **MODEL FLEXIBILITY TERM**

- 40.1 An employer and employee covered by this enterprise agreement may agree to make an individual flexibility arrangement to vary the terms of the agreements if:
  - 40.1.1 the agreement deals with 1 or more of the following matters:



- 
- 40.1.1.1 arrangements about when and work is performed;
  - 40.1.1.2 overtime rates;
  - 40.1.1.3 penalty rates;
  - 40.1.1.4 allowances
  - 40.1.1.5 leave loading and
  - 40.1.2 the arrangement meets the genuine needs of the employer and employee in relation to 1 or more of the matters mentioned in clause 40.1 ; and
  - 40.1.3 the arrangement is genuinely agreed to by the employer and the employee.
  - 40.2 The employer must ensure that the terms of the individual flexibility agreement :
    - 40.2.1 are about permitted matters under section 172 of the *Fair Work Act 2009*
    - 40.2.2 are not unlawful terms under section 194 of the Fair Work Act 2009; and
    - 40.2.3 result in the employee being better off overall than the employee would be if no arrangement was made.
  - 40.3 The employer must ensure that the individual flexibility arrangement:
    - 40.3.1 is in writing; and
    - 40.3.2 includes the name of the employer and employee; and
    - 40.3.3 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
    - 40.3.4 includes details of:
      - 40.3.4.1 the terms of the enterprise agreement that will be varied by the arrangement; and
      - 40.3.4.2 how the arrangement will vary the effect of the terms; and
      - 40.3.4.3 how the employee will be better off overall in relation to the terms and conditions of his or her employment as a result of the arrangement; and



40.3.5 states the day on which the arrangement commences.

40.4 The employer must give the employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.

40.5 The employer or employee may terminate the individual flexibility arrangement:

40.5.1 by giving no more than 28 days written notice to other party to the arrangement; or

40.5.2 if the employer and employee agree in writing – at any time.

#### **41 DISPLAY OF AGREEMENT**

A copy of this Agreement is available in schools, on the internet ([www.ceo.cq.catholic.edu.au](http://www.ceo.cq.catholic.edu.au)) and from the Independent Education Union.

#### **42 NOTICE BOARD**

42.1 The employer shall permit a Union to display notices dealing with legitimate union business on notice boards provided that such notices are authorised by an accredited union representative. Any such notice not so authorised may be removed by the accredited union representative or the employer.

#### **43 DURESS**

This Agreement was not entered into by any of the parties under duress from the other parties or any other person or persons.

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**The Director  
Roman Catholic Archdiocese  
Canberra and Goulburn**

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**General Secretary  
Signed for and on behalf of the  
NSW/ACT Branch of the  
Independent Education Union of Australia**

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Date

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Date



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**PART B  
MONETARY RATES**

**TABLE 1 – ANNUAL SALARY – SCHOOL OFFICER STREAM**

The following minimum rates shall apply to the School Officer Stream and shall take effect from the first full pay period on or after the dates shown:

	<b>From the first full pay period on or after 1 July 2008</b>	<b>From the first full pay period on or after 1 July 2009</b>	<b>From the first full pay period on or after 1 July 2010</b>
<b>Level 1</b>	\$44,279	\$46,050	\$47,892
<b>Level 2</b>	\$45,226	\$47,035	\$48,916
<b>Level 3</b>	\$48,292	\$50,224	\$52,233
<b>Level 4</b>	\$51,353	\$53,407	\$55,543
<b>Level 5</b>	\$54,001	\$56,161	\$58,407
<b>Level 6</b>	\$61,369	\$63,824	\$66,377



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**TABLE 2 – AVERAGED HOURLY RATES  
SCHOOL OFFICER STREAM (School Terms Only)**

The following minimum hourly rates shall apply to the School Officer Stream for employees engaged for school terms only and shall take effect from the first full pay period on or after the dates shown:

Table 3 - Hourly Rates - School Officer Stream (40 Weeks of the Year)

	<b>From the first full pay period on or after 1 July 2008</b>	<b>From the first full pay period on or after 1 July 2009</b>	<b>From the first full pay period on or after 1 July 2010</b>
<b>Level 1</b>	\$20.11	\$20.92	\$21.75
<b>Level 2</b>	\$20.54	\$21.36	\$22.22
<b>Level 3</b>	\$21.94	\$22.81	\$23.73
<b>Level 4</b>	\$23.33	\$24.26	\$25.23
<b>Level 5</b>	\$24.53	\$25.51	\$26.53
<b>Level 6</b>	\$27.87	\$28.99	\$30.15



**TABLE 3 – HOURLY RATES  
SCHOOL OFFICER STREAM (48 Weeks of the Year)**

The following minimum hourly rates shall apply to the School Officer Stream for employees engaged for 48 weeks of the year and shall take effect from the first full pay period on or after the dates shown:

	<b>From the first full pay period on or after 1 July 2008</b>	<b>From the first full pay period on or after 1 July 2009</b>	<b>From the first full pay period on or after 1 July 2010</b>
<b>Level 1</b>	\$22.35	\$23.24	\$24.17
<b>Level 2</b>	\$22.82	\$23.74	\$24.68
<b>Level 3</b>	\$24.37	\$25.34	\$26.35
<b>Level 4</b>	\$25.92	\$26.95	\$28.02
<b>Level 5</b>	\$27.25	\$28.34	\$29.48
<b>Level 6</b>	\$30.97	\$32.21	\$33.48





**TABLE 4 – ANNUAL SALARY  
SCHOOL AGED CARE SERVICES STREAM  
DOMESTIC AND/OR MAINTENANCE STREAM**

The following minimum rates shall apply to the School Aged Care Services Stream and the Domestic and /or Maintenance Stream and shall take effect from the first full pay period on or after the dates shown:

<b>Level</b>	<b>From the first full pay period on or after 1 July 2008</b>	<b>From the first full pay period on or after 1 July 2009</b>	<b>From the first full pay period on or after 1 July 2010</b>	
<b>1 Step</b>	1	29,544	30,726	31,955
	2	30,347	31,561	32,823
	3	31,150	32,396	33,692
	4	31,954	33,232	34,561
<b>2 Step</b>	1	32,757	34,067	35,430
	2	33,564	34,907	36,303
	3	34,364	35,739	37,168
	4	35,167	36,574	38,037
<b>3 Step</b>	1	35,970	37,409	38,905
	2	36,772	38,243	39,773
	3	37,576	39,079	40,642
	4	38,379	39,914	41,511
<b>4 Step</b>	1	39,182	40,749	42,379
	2	39,985	41,584	43,248
	3	40,788	42,420	44,116
	4	41,591	43,255	44,985
<b>5 Step</b>	1	42,760	44,470	46,249
	2	43,928	45,685	47,513
	3	45,094	46,898	48,774
	4	46,262	48,113	50,037
<b>6 Step</b>	1	47,431	49,328	51,301
	2	48,598	50,542	52,564
	3	49,765	51,756	53,826
	4	50,935	52,972	55,091
<b>7 Step</b>	1	51,154	53,200	55,328
	2	51,459	53,517	55,658
	3	51,764	53,835	55,988
	4	52,071	54,154	56,320
<b>8 Step</b>	1	56,315	58,568	60,910
	2	56,643	58,909	61,265
	3	56,971	59,250	61,620
	4	57,322	59,615	62,000



**TABLE 5 – HOURLY RATE – 48 WEEK EMPLOYEES  
SCHOOL AGED CARE SERVICES STREAM  
DOMESTIC AND/OR MAINTENANCE STREAM**

The following minimum rates shall apply to the School Aged Care Services Stream and the Domestic and/or Maintenance Stream and shall take effect from the first full pay period on or after the dates shown:

<b>Level</b>	<b>From the first full pay period on or after 1 July 2008</b>	<b>From the first full pay period on or after 1 July 2009</b>	<b>From the first full pay period on or after 1 July 2010</b>	
<b>1 Step</b>	1	14.91	15.51	16.13
	2	15.32	15.93	16.57
	3	15.72	16.35	17.00
	4	16.13	16.77	17.44
<b>2 Step</b>	1	16.53	17.19	17.88
	2	16.94	17.62	18.32
	3	17.34	18.04	18.76
	4	17.75	18.46	19.20
<b>3 Step</b>	1	18.15	18.88	19.63
	2	18.56	19.30	20.07
	3	18.96	19.72	20.51
	4	19.37	20.14	20.95
<b>4 Step</b>	1	19.77	20.57	21.39
	2	20.18	20.99	21.83
	3	20.59	21.41	22.26
	4	20.99	21.83	22.70
<b>5 Step</b>	1	21.58	22.44	23.34
	2	22.17	23.06	23.98
	3	22.76	23.67	24.62
	4	23.35	24.28	25.25
<b>6 Step</b>	1	23.94	24.90	25.89
	2	24.53	25.51	26.53
	3	25.12	26.12	27.17
	4	25.71	26.73	27.80
<b>7 Step</b>	1	25.82	26.85	27.92
	2	25.97	27.01	28.09
	3	26.12	27.17	28.26
	4	26.28	27.33	28.42
<b>8 Step</b>	1	28.42	29.56	30.74
	2	28.59	29.73	30.92
	3	28.75	29.90	31.10
	4	28.93	30.09	31.29



**TABLE 6 – AVERAGED HOURLY RATE –  
40 WEEK EMPLOYEES SCHOOL AGED CARE  
DOMESTIC AND/OR MAINTENANCE STREAM**

The following minimum rates shall apply to the School Aged Care Services Stream and the Domestic and/or Maintenance Stream and shall take effect from the first full pay period on or after the dates shown:

<b>Level</b>	<b>From the first full pay period on or after 1 July 2008</b>	<b>From the first full pay period on or after 1 July 2009</b>	<b>From the first full pay period on or after 1 July 2010</b>	
<b>1 Step</b>	1	13.36	13.89	14.45
	2	13.72	14.27	14.84
	3	14.08	14.65	15.23
	4	14.45	15.02	15.62
<b>2 Step</b>	1	14.81	15.40	16.02
	2	15.17	15.78	16.41
	3	15.54	16.16	16.81
	4	15.90	16.54	17.20
<b>3 Step</b>	1	16.26	16.91	17.59
	2	16.63	17.29	17.98
	3	16.99	17.67	18.37
	4	17.35	18.05	18.77
<b>4 Step</b>	1	17.71	18.42	19.16
	2	18.08	18.80	19.55
	3	18.44	19.18	19.95
	4	18.80	19.56	20.34
<b>5 Step</b>	1	19.33	20.10	20.91
	2	19.86	20.65	21.48
	3	20.39	21.20	22.05
	4	20.92	21.75	22.62
<b>6 Step</b>	1	21.44	22.30	23.19
	2	21.97	22.85	23.76
	3	22.50	23.40	24.34
	4	23.03	23.95	24.91
<b>7 Step</b>	1	23.13	24.05	25.02
	2	23.27	24.20	25.16
	3	23.40	24.34	25.31
	4	23.54	24.48	25.46
<b>8 Step</b>	1	25.46	26.48	27.54
	2	25.61	26.63	27.70
	3	25.76	26.79	27.86
	4	25.92	26.95	28.05



**TABLE 7 - OTHER RATES AND ALLOWANCES**

Items 1, 4, 5 and 6 to be adjusted for CPI increases. Current rates have been adjusted to include the June Quarter 2005.

ITEM NO	CLAUSE NUMBER	BRIEF DESCRIPTION	From the first full pay period on or after 1 July 2008 (4% increase)	From the first full pay period on or after 1 July 2009 (4% increase)	From the first full pay period on or after 1 July 2010 (4% increase)
1*	28	Overtime/Meal Allowance	\$12.41	\$12.91	\$13.43
2	29.1(i)	First-Aid Allowance	\$15.17 per wk \$3.04 per day	\$15.78 per wk \$3.16 per day	\$16.14 per wk \$3.29 per day
3	29.2(ii)	Medication Allowance	\$7.60 per wk \$1.52 per day	\$7.90 per wk \$1.58 per day	\$8.22 per wk \$1.64 per day
4	29	Mixed Health Allowance	\$30.98 per wk 6.20 per day	\$32.22 per wk 6.44 per day	\$33.51 per wk 6.70 per day
5	30.1	Health Care Procedures Allowance	\$15.81 per wk 3.16 per day	\$16.44 per wk 3.39 per day	\$17.10 per wk 3.28 per day
6*	26(iii)	Own Car Allowance For a vehicle 1500cc under  For a vehicle over 1500cc	\$104.83 per wk  \$129.58 per wk	\$109.02 per wk  \$134.76 per wk	\$113.38 per wk  \$140.15 per wk
7*	26(iv)	Own Car Allowance For use on a casual or incidental basis	\$0.68 per km	\$0.71 per km	\$0.73 per km
8*	27(i)(a)	Laundry Allowance	\$7.16 per wk	\$7.44 per wk	\$7.74 per wk

Note: \* Items 1, 4, 5 and 6 to be adjusted for CPI increases from the first full pay period on or after 28 January 2005. Current rates have been adjusted to December Quarter 2004.

Items 1, 4, 5 and 6 to be adjusted in line with CPI increases and shall not exceed the rates applicable in Catholic Systemic Schools in NSW.

**Broken Shift**

Employees in the School Age Care Services Stream required to work two separate shifts per day shall be entitled to a “Broken Shift” allowance as established in the ‘Child Care Industry (Australian Capital Territory) Award 1998’.



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### TABLE 8 – JUNIOR RATES

Junior employees employed as Child Care Workers Level 1 or Child Care Support Workers Level 1 shall be paid not less than in accordance with the following percentages for each age level:

Under 17 years of age	50%
Under 18 years of age	60%
Under 19 years of age	70%
Under 20 years of age	80%
Under 21 years of Age	90%



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## PART C

### INDICATIVE DUTIES OF EMPLOYEES IN THE SCHOOL OFFICER STREAM

#### 1 Introduction

- 1.1 School Officers may be employed in a clerical and administrative capacity and/or in a school assistant capacity. The duties outlined are indicative only and subject to staffing requirements and duty descriptions available at the school level.
- 1.2 School Officers, engaged in a school assistant capacity, without limiting the generality of this expression, include employees in such positions as food technology assistants, art assistants, TAS assistants, music assistants, agriculture assistants, print room assistants, laboratory assistants, library/audio-visual assistants, book room assistants, bi-lingual aides, teachers' aides and IT/Network Assistants.
- 1.3 School Officers shall not be deployed instead of a teacher to conduct classroom lessons.

#### 2 Clerical and Administrative Duties

- 2.1 School Officers engaged in clerical and administrative work may be required to perform the full range of clerical duties that exist in schools other than those required of a Level 6 School Officer.
- 2.2 Level 2 may be required to supervise up to three employees. Level 3 and Level 4 employees may be required to supervise up to six employees.

#### 3 School Assistant Duties

- 3.1 School Officers engaged in school assistant work may be called upon to assist in teaching duties under the direction and general supervision of a qualified teacher or a Level 5 School Officer, and assist in the training of School Officers at a lower level.
- 3.2 School Officers may be called upon to supervise "quiet work" of small groups of students in other than a classroom situation. School Officers may perform a range of duties to their level of skill and training, other than those duties that are required of a Level 5 School Officer.

#### 4 School Officers - Level 1 (Aides)

- 4.1 Level 1 positions may be established at schools subject to the following conditions.
- 4.2 Employees appointed to Level 1 positions shall not automatically progress to higher levels, provided that employees may, at any time, apply for reclassification to a higher level.



- 4.3 Level 1 positions shall be supervised in the performance of duties either by a teacher or another School Officer.
- 4.4 Level 1 positions will ordinarily be established to provide either occasional relief for reception duties or to provide supervised administrative support such as filing, checking books in and out, non-education related excursion preparation and the setting up of rooms for exams or displays.
- 4.5 Level 1 employees appointed for the provision of classroom support may perform the following supervised duties:
- Filing;
  - Collating;
  - Operation of photocopying, duplicating, binding and facsimile machines;
  - Messenger Work;
  - Handling mail;
  - Checking figures;
  - Basic assistance to other school officers in food preparation for food technology;
  - Basic care of flora and fauna;
  - Shopping;
  - Toileting;
  - Unpacking, checking and sorting of gear;
  - Occasional relief for reception duties;
  - Checking books in and out;
  - Non-education related excursion preparation;
  - Setting up of rooms for exams or displays;
  - Supervised canteen and uniform shop duties.

Provided that the aggregated duties of any Level 1 position do not constitute the work of a position that would ordinarily attract classification at Level 2 or higher.

## **5 Level 2-4 School Officers**

- 5.1 Other than appointments made in accordance with subclauses 4.0, 6.0 and 7.0 of Part D, employees in the School Officer Stream shall be initially appointed at either Level 2, 3 or 4, dependent upon the employee's skill, training and experience. Such employees shall progress to the next level upon completion of 12 months service up to and including Level 4. Access to Levels 5 and 6 shall be by appointment only.

## **6 School Officer Level 5**

- 6.1 An employee may be appointed as a School Officer Level 5. A Level 5 School Officer can be called upon to perform the entire range of duties



and possess the skills required of a level 4 School Officer in addition to the criteria outlined at subclause 6.5 of this subclause.

- 6.2 A School Officer may apply for reclassification to Level 5 by reference to the skills utilised by the employee and the duties undertaken by him or her. Such reclassification shall not be dependent upon an organisational vacancy, but shall depend on the employee's satisfaction of the criteria and requirement to perform the duties outlined in the Classification Structure in Part 8.
- 6.3 Where an employee applies for reclassification to level 5 the employer shall determine the application within one month of the date of receipt of the application. The employer shall give reasons for refusing an application.
- 6.4 Reclassification to Level 5 shall take effect from the first full pay period on or after approval for reclassification is granted by the employer.
- 6.5 A School Officer Level 5 may perform the following indicative duties:
- In conjunction with teachers, planning teaching programs;
  - In conjunction with teachers, preparing reports for parents'
  - Providing in-service to teachers in specific technical or other areas;
  - Supervision, training and coordination of staff, and responsibility for their efficient allocation and control;
  - Assisting with assessment and appraisal of students;
  - Researching reference material for teachers;
  - Maintaining budgetary information for one or more areas, such as kitchens, laboratories, libraries or workrooms;
  - Repair of equipment requiring technical knowledge and expertise;
  - Purchase of resources in conjunction with a teacher or other qualified member; of staff;
  - Supervise travel training for a student with a mild intellectual disability.
- 6.6 A School Officer Level 5 working in an administrative role may perform the following indicative duties:
- Provide executive support to senior staff and associated school committees.
  - Under broad guidance, supervise the operations of the school office and other administrative activities, in the area of enrolment, equipment and statistical staffing returns.
  - Prepare accounts of the school to operating statement stage.
  - Provide advice requiring knowledge of policies and/or the interpretation of rules or regulations within area of operation.
  - Prepare financial reports relating to the employee's area of responsibility.
  - Assist in the preparation of a school budget.





- Supervise up to three employees.

## **7 School Officer Level 6**

7.1 A School Officer Level 6 working can be required by the employer to:

- 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 post-secondary training;
- In conjunction with teachers, planning teaching programs
- In conjunction with teachers, preparing reports for parents
- Providing in-service to teachers in specific or technical areas
- Supervision, training and co-ordination of students
- Assisting with assessment and appraisal of students
- Researching reference material for teachers
- Maintaining budgetary information for one or more areas
- Repair of equipment requiring technical knowledge and expertise
- Purchase of resources in conjunction with a teacher or qualified member of staff
- Supervise travel training for a student with a mild intellectual disability.

7.2 A School Officer Level 6 working in an administrative role can be required by the employer to:

- perform the entire range of duties and possess the skills required of a Level 4 employee; and
- exercise substantial responsibility, independent judgment and initiative with a detailed knowledge of complex office procedures; and
- have and utilise advanced skills and knowledge in the operation of complex equipment and procedures; and
- 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 post-secondary training; and
- resolve operational problems for staff and coordinate work within a section of the office; monitor work quality of those supervised; be responsible for those supervised; assist in planning future sectional/office-organisational or resources and equipment needs.

## **8 Higher Duties**

8.1 A School Officer required to temporarily perform duties of a Level 6 School Officer for more than one day shall be paid at the higher level for the whole period during which those duties are performed.



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## PART D

### SCHOOL AGED CARE SERVICES STREAM

#### 1 NON-CONTACT TIME

Employees responsible for programming and planning for a group of children shall be allowed up to two hours per week away from face to face work with the children in their care. This time is to be spent on planning, preparing, researching and programming activities.

#### 2 INDICATIVE DUTIES OF DIRECTOR 1 – LEVEL 7

The Director is responsible, under the direction of the school principal, for the overall administration of the centre or service. Duties at this level include some or all of the following:

- Recruit staff in consultation with the management of the centre or service;
- Provide general supervision and support for School Aged Care Services staff;
- Be responsible for the induction and ongoing training of School Aged Care Services staff;
- Be responsible for financial and administration matters including the keeping of day to day accounts and handling clerical matters;
- Formulate and evaluate annual budgets in liaison with relevant authorities where necessary;
- Ensure that the centre or services adheres to all relevant regulations;
- Develop, plan and supervise the implementation of educational and/or developmental programs for the children in their centre/service;
- Undertake planning including resource use and allocation;
- Ensure that submissions for funding to the relevant authorities are made and monies received;
- Ensure that Government guidelines on access to centres or services are adhered to;
- Liaise with management committees or proprietors and other agencies as appropriate; and
- Develop and implement procedures in line with existing policy.



The Director of the School Aged Care Services Centre will have extensive supervisory and management responsibility to perform work assignments guided by policy, precedent, professional standards and managerial expertise. School Aged Care Services Directors will have the opportunity to participate in and contribute to the development and interpretation of policy.

### 3 LEAVE PROVISIONS

#### Infectious Diseases

An employee who contracts an infectious disease through a contact in the area of employment shall be entitled to infectious diseases leave in accordance with the following scale:

<b>Disease</b>	<b>Leave With Pay</b>
Chicken Pox (Varicella)	5 working days
German Measles (Rubella)	5 working days
Head Lice	1 working day
Hepatitis	as decided by medical practitioner
Impetigo	2 working days
Measles (Morbilli)	10 working days
Mumps	10 working days
Rheumatic Fever	as decided by medical practitioner
Ringworm	2 working days
Scarlet Fever	10 working days
Conjunctivitis	2 working days
Whooping Cough	10 working days
Cold Sores	2 working days
Hepatitis A.	5 working days
Scabies	1 working day
Streptococcal Infection	1 working day



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Active Tuberculosis	20 working days or as decided by a medical practitioner
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Provided that a duly signed certificate by a qualified medical practitioner stating the nature of the illness accompanies any application for leave with pay under the provisions of this subclause.

Provided further that leave taken in accordance with this subclause shall not be debited against normal sick leave credits.

Absences up to 3 months due to accidents of which workers' compensation is paid or payable shall be counted as continuous employment for the purposes of this clause. Absences due to sick leave under this clause, absences due to sick leave without pay for three months in any one year, approved leave without pay, recreation leave and public holidays shall be counted as continuous employment for the purposes of this clause.



**ANNEXURE A  
PORTABILITY OF SICK LEAVE**

**Part to be completed by former Catholic Employer:**

\_\_\_\_\_ was employed by the Diocese of \_\_\_\_\_  
 \_\_\_\_\_ (Name of Employee)

And ceased work on \_\_\_\_\_ (Date)

At that time untaken sick leave with our employer over the proceeding \_\_\_\_\_ years of continuous service is as follows:

(SET OUT RECORD)

E.g. Last year of employment	_____	Sick Days
Year 2 accumulation	_____	Sick Days
Year 3 accumulation	_____	Sick Days
Year 4 accumulation	_____	Sick Days
Year 5 accumulation	_____	Sick Days
Year 6 accumulation	_____	Sick Days

\_\_\_\_\_  
 (Employer)

\_\_\_\_\_  
 (Date)

**PART TO BE COMPLETED BY EMPLOYEE:**

Name of Employee: \_\_\_\_\_

Name of former Catholic Employer: \_\_\_\_\_

I, \_\_\_\_\_ was formerly employed by \_\_\_\_\_ (name of Employee / name of former Catholic employer) as a school Support Staff Employee from \_\_\_\_\_ to \_\_\_\_\_ (date to date)

I commenced with the former Catholic employer on \_\_\_\_\_  
 \_\_\_\_\_ (Date)

\_\_\_\_\_  
 Signature

\_\_\_\_\_  
 Date