



DECISION

Fair Work Act 2009
s.185—Enterprise agreement

Catholic Commission for Employment Relations
(AG2018/7303)

ACT CATHOLIC EDUCATION EARLY LEARNING CENTRE AND SCHOOL AGE CARE CENTRE ENTERPRISE AGREEMENT 2018

Educational services

DEPUTY PRESIDENT MILLHOUSE

MELBOURNE, 30 APRIL 2019

Application for approval of the ACT Catholic Education Early Learning Centre and School Age Care Centre Enterprise Agreement 2018.

[1] An application has been made for approval of an enterprise agreement known as the *ACT Catholic Education Early Learning Centre and School Age Care Centre Enterprise Agreement 2018* (Agreement). The application was made pursuant to s.185 of the *Fair Work Act 2009* (Act). It has been made by Catholic Commission for Employment Relations. The Agreement is a single enterprise agreement.

[2] The Agreement lodged contained cross referencing errors in its contents page. On 3 January 2019, the Applicant filed an amended version of the Agreement correcting this error. I am satisfied that the correction should be made and that it is appropriate to do so pursuant to s.586 of the Act.

[3] The Independent Education Union of Australia has given notice under s.183 of the Act that it wants the Agreement to cover it. In accordance with s.201(2), I note that the Agreement covers the organisation.

[4] The Agreement is approved and, in accordance with s.54 of the Act, will operate from 7 May 2019. The nominal expiry date of the Agreement is 31 December 2020.



DEPUTY PRESIDENT

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**ENTERPRISE
AGREEMENT**

2018

**ACT CATHOLIC EDUCATION EARLY LEARNING CENTRE AND
SCHOOL AGE CARE CENTRE ENTERPRISE AGREEMENT 2018**

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PART 1

APPLICATION AND OPERATION

1. TITLE OF THE AGREEMENT

The title of this Agreement is the *ACT Catholic Education Early Learning Centre and School Age Care Centre Enterprise Agreement 2018*.

2. COVERAGE

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

- (a) The Employer being the Trustees of the Roman Catholic Church for the Archdiocese of Canberra and Goulburn.
- (b) Early Learning Centre Teacher Directors, Teachers and General Employees employed by the Employer who work in any Early Learning Centre or School Age Care Centre operated by the Employer.
- (c) the Union.

2.2 This Agreement does not cover or apply to:

- (a) a person whose usual location of work is not an Early Learning Centre or School Age Care Centre;
- (b) a person who is employed to work in a Primary or Secondary department of a School conducted by the Employer;
- (c) a person who is a volunteer or contractor; and
- (d) a person who is employed as a consultant, education officer or advisor (however named) who is based in and reports through the Employer's head office (CEO) notwithstanding the fact that they work in Early Learning Centres or School Age Care Centres as part of their normal duties.

3. TERM AND OPERATION

3.1 TERM

- (a) This Agreement will come into effect seven days after the date of approval by the FWC (the 'commencement date') and remains in force until 31 December 2020.
- (b) As soon as practicable after the making of this Agreement the Employer will pay each Employee, the difference (if any) between the rates of pay provided in this Agreement, and the amount actually received by the Employee for the relevant period. Note: This Agreement provides rates of pay for Teachers from the first full pay period on or after 1 April 2017 and for General Employees from the first full pay period on or after 1 January 2017.

Note: Increases in rates of pay were paid in 2017 pursuant to the previous enterprise agreement in line with increases under the *NSW and ACT Catholic Systemic Schools Enterprise Agreement 2015* as amended or replaced. Such increases for Teachers were 1.5% per annum from the first full pay period on or after 1 April 2017 and 1.5% per annum from the first full pay period on or after 1 October 2017. The increase for General Employees was 2.5% from the first full pay period on or after 1 January 2017.

Note: Increases in rates of pay were paid in 2018 by way of administrative action. Such increases for Teachers were 1.5% per annum from the first full pay period on or after 1 April 2018 and 1.5% per annum from the first full pay period on or after 1 October 2018. The increase for General Employees was 2.5% from the first full pay period on or after 1 January 2018.

- (c) Any increase in salaries, allowances or other rates of pay provided to Teachers employed in the ACT under the *NSW and ACT Catholic Systemic Schools Enterprise Agreement 2017*, as amended or replaced, for the period 30 September 2018 until 31 December 2020 will also apply to Teachers covered by this Agreement.
- (d) Any increase in wages, allowances or other rates of pay provided to General Employees employed in the ACT under the *NSW and ACT Catholic Systemic Schools Enterprise Agreement 2017*, as amended or replaced, for the period 1 January 2020 until 31 December 2020 will also apply to General Employees covered by this Agreement.

3.2 RELATIONSHIP BETWEEN THE NATIONAL EMPLOYMENT STANDARDS AND THIS AGREEMENT

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

3.3 ADDITIONAL CONDITIONS OF EMPLOYMENT SPECIFIC TO TEACHERS

Additional conditions of employment applicable only to Teachers are included in **Annexure A - Other Conditions of Employment Applicable to Teachers** to this Agreement.

3.4 EMPLOYER POLICIES

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

3.5 SAVINGS

No Employee employed prior to the commencement date will, as a result of this Agreement:

- (a) receive a rate of pay that is less than what they would have otherwise received immediately prior to the commencement date;

- (b) be reclassified under a different job classification without their written consent. This does not apply to temporary employees who are offered a new contract of employment
- (c) in the case of a General Employee, be required to work during pupil vacation periods if, under the terms of their previous agreement or award, the Employee was not required to work during pupil vacation periods, unless agreed to in writing by the General Employee and Employer.

4. DEFINITIONS

In this Agreement:

- **'ACECQA'** means the Australian Children's Education and Care Quality Authority.
- **'Act'** means the *Fair Work Act 2009 (Cth)*, as amended or replaced from time to time.
- **'this Agreement'** means the *ACT Catholic Education Early Learning Centre and School Age Care Centre Enterprise Agreement 2018*.
- **'AITSL'** means the Australian Institute for Teaching and School Leadership.
- **'Archdiocese'** means the Archdiocese of Canberra and Goulburn.
- **'Australian Professional Standards for Teachers (APST)'** means the seven standards developed by AITSL that outline what Teachers should know and be able to do at four career stages, as set out in **Annexure D – Australian Professional Standards for Teachers**. The APST are intended to make explicit the elements of high quality, effective teaching in 21st century schools, which result in improved learning outcomes for children.
- **'casual Employee'** means a casual Teacher or a casual General Employee.
- **'casual General Employee'** means a General Employee engaged and paid as such.
- **'casual Teacher'** means a Teacher engaged and paid as such. A casual Teacher will not normally be employed for a period greater than four school terms weeks for each engagement.
- **'Catholic Education Office' (CEO)** means the central office (however named) where the provision of ACT Catholic Systemic schooling is directed, managed and/or controlled.
- **'Centre(s)'** means an Early Learning Centre or School Age Care Centre operated by the Employer.
- **'commencement date'** means seven days after this Agreement is approved by the Fair Work Commission.
- **'Early Learning Centre' or '(ELC)'** means an establishment for children under school age and in the two years before formal schooling which has the following components:

- (a) a preschool program which operates during school hours and terms, which approximates those of a recognised school and is delivered by a tertiary qualified early childhood teacher; and
 - (b) a child care program which operates on the basis of morning (e.g. 7:30 am – 9:00 am) and/or afternoon sessions (e.g. 3:00 pm – 6:00 pm) and a child care (and possibly out of school hours care) program between the hours of 7.30 am - 6:00 pm during school vacations.
- **‘Early Learning Centre Teacher Director’** means a Teacher employed in the Early Learning Centre who is responsible for the day to day operation of the Centre and who is appointed as a Director of the Early Learning Centre.
 - **‘Employee’** means a person employed by the Employer as either a Teacher or General Employee as defined within this Agreement.
 - **‘Employer’** means the Trustees of the Roman Catholic Church for the Archdiocese of Canberra and Goulburn. Note that the Employer is not the individual Centre.
 - **‘full-time Employee’** means a full-time Teacher or a full-time General Employee.
 - **‘FTE’ (Full-Time Equivalent)** means the proportion that the number of teaching hours per week worked by a Teacher in an ELC bears to the number of teaching hours that a full-time Teacher at the co-located primary school is required to teach. A Teacher’s FTE is the basis upon which pro rata pay and conditions for part-time Teachers will be determined.
 - **‘full-time General Employee’** means a General Employee, other than a casual or part-time General Employee, who is employed to work 38 hours per week (or 76 hours rostered over a fortnight).
 - **‘full-time Teacher’** means any Teacher other than a casual or part-time Teacher.
 - **‘FWC’** means the Fair Work Commission.
 - **‘General Employee’** means an Employee who is performing work within one of the following occupational streams:
 - Centre Administrative Services** – being an Employee whose principal duties are in clerical and administration services within a Centre.
 - Early Learning Centre Educator** – being an Employee (not including a Teacher) whose principal duties are to work with children in an ELC during the period of operation of the Preschool Program.
 - Educator** – being an Employee (not including a Teacher) whose principal duties are to work with children in a SACC or an ELC (outside of the period of operation of the Preschool Program).
 - School Age Care Centre Director** – being an Employee (not including a Teacher) whose principal duties are to administer a SACC.
 - **‘immediate family’** is as defined in the Act.

- **‘MySuper product’** has the meaning given by the *Superannuation Industry (Supervision) Act 1993* (Cth).
- **‘NES’** means the National Employment Standards as contained in Part 2-2 of the Act.
- **‘part-time Employee’** means a part-time Teacher or part-time General Employee.
- **‘part-time General Employee’** means a General Employee who has a regular pattern of work which is less than 38 hours per week (or less than 76 hours rostered over a fortnight).
- **‘part-time Teacher’** means a Teacher who is engaged to work regularly, but for less than a full school week and not more than 0.8 of the normal hours which a full-time teacher at the school is required to teach. A part-time Teacher may work more than 0.8 of the normal full-time load where an agreement has been reached by the parties. Such agreement will be recorded in writing and signed by the Teacher and representative of the Employer. Any additional terms of the agreement (such as the length of the term of the agreement and the scheduling of the time that the Teacher is not required to teach) will be included.
- **‘previous agreement’** means the *ACT Catholic Education Early Learning Centre and School Age Care Centre Enterprise Agreement 2016*.
- **‘promotion positions’** means the position of Early Learning Centre Teacher Director.
- **‘pupil vacation period’** or **‘PVP’** means periods designated as school holidays for students in a primary or secondary school, but excludes scheduled ‘student free days’ falling on a term day where Employees attend work to participate in scheduled professional development activities.
- **‘registered school’** means a school registered under the provisions of the *Education Act 2004* (ACT), or under the appropriate legislation in other states or territories of the Commonwealth of Australia. For the purposes of this definition, it will also include an Australian registered special school or school for students with disabilities.
- **‘school’** means a ‘registered school’ or an Early Learning Centre operated by the Employer.
- **‘School Age Care Centre’** or **‘SACC’** means a centre providing education and care for primary school age children before and/or after school hours and/or during school vacation periods.
- **‘School Age Care Centre Director’** means an Educator who is appointed as the School Age Care Centre Director.
- **‘school service date’** means the usual commencement date of employment at a Primary or Secondary school for Teachers who are to commence teaching on the first day of the first term.
- **‘school year’** means the period of 12 months commencing from the school service date and includes school term weeks and non-term weeks.
- **‘statement of service’** means a statement from an Employer on official letterhead

that contains an Employee's start date, termination date, classification, whether service was full-time, part-time or casual, whether any leave without pay was taken, and in the case of a Teacher, whether any paid promotion positions were held.

- **'superannuation guarantee legislation'** includes the *Superannuation Guarantee Charge Act 1992 (Cth)* and the *Superannuation Guarantee Administration Act 1992 (Cth)* as amended or replaced.
- **'Teacher'** means a registered teacher or a person with a permit to teach pursuant to the *ACT Teacher Quality Institute Act 2010*, who has completed at least a four year teaching qualification in Early Childhood from a higher education institution in Australia (or equivalent qualifications), such qualifications also being recognised as early childhood teacher qualifications pursuant to the *Educational Care Services National Law and Regulations*; and who is employed to work in an ELC. Teacher includes a person appointed as an Early Learning Centre Teacher Director. Provided however that Teacher includes a person employed at the commencement date who has other qualifications approved by the Employer or who is employed as a Conditionally Accredited Teacher.
- **'teacher accreditation authority'** means a person or body recognised as such at the relevant time.
- **'Teacher Quality Institute'** or **'TQI'** means the ACT Teacher Quality Institute. The TQI is the body which oversees accreditation and recognition of teachers' professional capacity against the APST for teachers working in the ACT.
- **'temporary Employee'** means a temporary Teacher or a temporary General Employee.
- **'temporary General Employee'** means a General Employee engaged to work full-time or part-time for a fixed term or specific project.
- **'temporary Teacher'** means a teacher employed to work full-time or part-time for a specified period, which is greater than four school weeks.
- **'term day'** means a weekday falling within the designated term time of a given school year, as set out in the school calendar published by the Employer.
- **'term week'** means a week falling within the designated term time of a given school year as set out in the school calendar published by the Employer.
- **'Union'** means the Independent Education Union of Australia.

5. INDIVIDUAL FLEXIBILITY ARRANGEMENT

5.1 An Employer and Employee covered by this Agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the Agreement if:

- (a) the arrangement deals with one or more of the following matters:
 - (i) arrangements about when work is performed;
 - (ii) overtime rates;
 - (iii) allowances;

- (iv) leave loading; and
- (b) the arrangement meets the genuine needs of the Employer and Employee in relation to one or more of the matters mentioned in **paragraph 5.1(a)**; and
- (c) the arrangement is genuinely agreed to by the Employer and Employee.

5.2 The Employer must ensure that the terms of the individual flexibility arrangement:

- (a) are about permitted matters under section 172 of the Act; and
- (b) are not unlawful terms under section 194 of the Act; and
- (c) result in the Employee being better off overall than the Employee would be if no arrangement was made.

5.3 The Employer must ensure that the individual flexibility arrangement:

- (a) is in writing; and
- (b) includes the name of the Employer and Employee; and
- (c) is signed by the Employer and Employee and if the Employee is under 18 years of age, signed by a parent or guardian of the Employee; and
- (d) includes details of:
 - (i) the terms of this Agreement that will be varied by the arrangement; and
 - (ii) how the arrangement will vary the effect of the terms; and
 - (iii) how the employee will be better off overall in relation to the terms and conditions of their employment as a result of the arrangement; and
 - (iv) states the day on which the arrangement commences.

5.4 The Employer must give the Employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.

5.5 The Employer or Employee may terminate the individual flexibility arrangement:

- (a) by giving no more than 28 days written notice to the other party to the arrangement; or
- (b) if the Employer and Employee agree in writing - at any time.

6. NO EXTRA CLAIMS

Except as provided by the Act, prior to 31 December 2020, there will be no further claims by the parties to this Agreement for changes to salaries, rates of pay, allowances, or conditions of employment in relation to matters expressly contained in this Agreement.

7. ACCESS TO THE AGREEMENT

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

PART 2

ROLE, SELECTION AND APPOINTMENT

8. MISSION OF CATHOLIC EARLY LEARNING AND SCHOOL AGE CARE CENTRES

8.1 The Employer and its Catholic Early Learning Centres and School Age Care Centres strive to be:

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

8.2 ROLE OF EMPLOYEES

Employees are required to support the mission, teachings and ethos of the Catholic Church's work in Early Learning Centres and School Age Care Centres. It is expected that they:

- (a) acknowledge and accept that their work in Centres is part of the mission of the Catholic Church;
- (b) agree in the performance of their role to uphold the mission, teachings and ethos of the Catholic Church in Catholic Education;
- (c) will avoid any influence on children that is not consistent with such mission, teachings or ethos.

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

9. SELECTION AND APPOINTMENT PROCEDURES

9.1 Normally, full-time and part-time positions of more than one term in duration will be appropriately advertised and appointments made following a selection process. Appointments will be made on the basis of merit and suitability for the position in accordance with the documented Employer selection process and appointment procedures of the Employer.

9.2 The Employer will provide an Employee (other than a casual Employee), on

appointment, with a letter of appointment which must include:

- (a) the type of employment, that is full-time or part-time, and whether the appointment is on an ongoing or temporary basis. If the appointment is on a temporary basis, the letter will inform the Employee of the reason the employment is temporary, the term of the appointment and the date of commencement;
- (b) in the case of a Teacher, the normal teaching load that will be required and, if the position is part-time, the FTE;
- (c) the location(s) of work;
- (d) the classification and rate of pay of the Employee applicable on commencement; and
- (e) a statement in relation to superannuation benefits.

9.3 In addition to subclause 9.2, the letter of appointment provided by the Employer to a General Employee will also state:

- (a) the number of hours to be worked each week (or in the case of a General Employee whose hours are rostered over a fortnight, the number of hours per fortnight);
- (b) the number of weeks or days to be worked in the year, that is, whether the engagement is for 48 weeks per year, or less than 48 weeks per year; and
- (c) in the case of a General Employee who works less than 48 weeks per year:
 - (i) that they will receive a weekly rate of pay averaged in accordance with **subclause 22.2** of this Agreement; and
 - (ii) that the General Employee may be occasionally required to work during pupil vacation periods in accordance with **Clause 30 - Work During Pupil Vacation Periods for General Employees**.

10. RIGHT TO REQUEST FLEXIBLE WORKING ARRANGEMENTS

10.1 If any of the circumstances referred to in **subclause 10.2** below apply to an Employee, and the Employee would like to change his or her working arrangements because of those circumstances, then the Employee may request the Employer for a change in working arrangements relating to those circumstances

(N.B. examples of changes in working arrangements include change in hours of work, changes in patterns of work and changes in location of work).

10.2 The following are the circumstances:

- (a) the Employee is the parent, or has responsibility for the care, of a child who is of school age or younger;
- (b) the Employee is a carer (within the meaning of the *Carer Recognition Act 2010*);

- (c) the Employee has a disability;
- (d) the Employee is 55 or older;
- (e) the Employee is experiencing violence from a member of the Employee's family;
- (f) the Employee provides care or support to a member of the Employee's immediate family, or a member of the Employee's household, who requires care or support because the member is experiencing violence from the member's family.

To avoid doubt, and without limiting the above provisions, an Employee who is a parent, or has responsibility for the care of a child, and is returning to work after taking leave in relation to the birth or adoption of the child, may request to work part-time to assist the Employee to care for the child.

10.3 The Employee is not entitled to make the request unless:

- (a) for an Employee other than a casual Employee – the Employee has completed at least 12 months of continuous service with the Employer immediately before making the request; or
- (b) for a casual Employee – the Employee:
 - (i) is a long term casual Employee of the Employer immediately before making a request; and
 - (ii) has a reasonable expectation of continuing employment with the Employer on a regular and systematic basis.
- (c) the request must:
 - (i) be in writing; and
 - (ii) set out details of the change sought and of the reasons for the change.

10.4 The Employer must give the Employee a written response to the request within 21 days, stating whether the Employer grants or refuses the request. If the Employer refuses the request, the written response must include details of the reasons for the refusal. The Employer may refuse the request only on reasonable business grounds. Reasonable business grounds include, but are not limited to, the following:

- (a) that the new working arrangements requested by the Employee would be too costly for the Employer;
- (b) that there is no capacity to change the working arrangements of other Employees to accommodate the new working arrangements requested by the Employee;
- (c) that it would be impractical to change the working arrangements of other Employees, or recruit new Employees, to accommodate the new working arrangements requested by the Employee;
- (d) that the new working arrangements requested by the Employee would be likely to result in a significant loss in efficiency or productivity;
- (e) that the new working arrangements requested by the Employee would be likely to have a significant negative impact on the care and education of children or the operation of the Centre.

PART 3

TERMS OF ENGAGEMENT

11. EMPLOYMENT OF A TEACHER

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

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

11.3 PROFESSIONAL LEARNING AND DEVELOPMENT

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

11.4 SUPPORT FOR GRADUATE TEACHERS

- (a) It is the responsibility of the individual Graduate Teacher to achieve registration at the level of Proficient Teacher within the required timeframes. The Employer will support the Graduate Teacher to obtain registration at the Proficient Teacher standard, which will include participation in an orientation and/ or induction program, mentoring, and appropriate classroom release for both the Graduate Teacher and their mentor(s) and other measures that the Employer may deem as appropriate. Additional provisions are contained in **Annexure A - Other Conditions of Employment Applicable to Teachers** to this Agreement.

- (b) A Graduate Teacher is required to engage in ongoing discussions with their mentor(s) regarding their progress in meeting the Proficient Teacher standard. In the event that either a Graduate Teacher or their mentor(s) have concerns in regard to the support being provided by the Employer, they should discuss the matter with the relevant Director. If concerns remain, the matter should be referred to the relevant Catholic Education Office representative. In the event that the matter remains unresolved, the matter may be dealt with in accordance with **Clause 44 - Dispute Resolution Procedures**.
- (c) Where the Employer considers that a Graduate Teacher may not complete their registration at Proficient Teacher standard within the legislated timeframes, the Employer will advise the Teacher of this and the reasons why, no later than three-quarters of the way through the applicable registration timeframe for the Teacher. The representative of the Employer will meet with the Teacher to develop a plan to support the Teacher to reach Proficient Teacher standard.

11.5 ARRANGEMENTS FOR PART-TIME TEACHERS

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

11.6 ARRANGEMENTS FOR TEMPORARY TEACHERS

A Teacher may be employed as a temporary Teacher in the following circumstances:

- (a) where a Teacher is employed to replace a Teacher on leave or secondment;
- (b) where an ELC's staffing is to be reduced in the following year. This may include but is not limited to circumstances such as declining enrolments or ELC amalgamations;
- (c) where a Teacher is employed on a specific programme not funded by the Employer, or a new programme or initiative funded by the Employer which is not of an on-going nature;
- (d) where a Teacher resigns during a calendar year and the usual Employer practice is that such positions are filled on a temporary basis; or
- (e) where an ongoing position has not been able to be filled using normal selection criteria and the Teacher has been informed of this in writing prior to the appointment.

Applicants must be advised in writing prior to accepting a position that it is temporary, the expected length of the appointment and the reason why it is temporary, with such reason being one of the reasons specified above.

In the case of **paragraph 11.6(a)**, the appointment may be for the whole of the period of leave or secondment of the Teacher.

In the case of **paragraphs 11.6(b) and (c)**, the appointment may be for a period of up to two full school years. The Employer, the Union and the Teacher may agree to extend the temporary period of appointment beyond two years. The Union will not withhold its consent unreasonably.

In the case of **paragraph 11.6(d)** the appointment may be for not longer than the end of the school year in which the appointment occurs.

In the case of **paragraph 11.6(e)** the appointment may be for a period of up to one full school year.

The parties recognise that a temporary Teacher may be appointed to a series of different temporary positions either within the ELC or at another ELC of the Employer immediately following the cessation of a prior temporary appointment.

12. EMPLOYMENT OF A GENERAL EMPLOYEE

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

12.2 ARRANGEMENTS FOR CASUAL GENERAL EMPLOYEES

- (a) Where a General Employee has performed casual work on a regular and systematic basis for a period of over six months, the Employer will discuss with the General Employee whether the General Employee could be employed on an ongoing full-time or part-time basis. The General Employee may also request, after having performed casual work on a regular and systematic basis for a period of over six months, that he or she be appointed on a full-time or part-time basis. The Employer will:
 - (i) respond to such a written request within four weeks;
 - (ii) not unreasonably refuse the request; and
 - (iii) provide written reasons for any refusal.
- (b) Any disputes about the terms of a proposed full-time or part-time appointment or about the refusal of a request, will be dealt with in accordance with **Clause 44 - Dispute Resolution Procedures**.

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

- (a) This subclause applies to General Employees.
- (b) Where a General Employee has been employed under an unbroken series of fixed term contracts, for a continuous period of three years or more for specific purpose programs (including for part of their employment), the Employer is required to offer to convert a proportion of the General Employee's temporary hours to permanent hours. The offer must be made to the General Employee upon the conclusion of three years of continuous eligible service. Provided that, where an offer has previously been made to a

General Employee in accordance with this subclause, or the corresponding provisions of a previously applicable agreement, the Employer will not be required to make any further offer.

- (c) For the purposes of this subclause, four school terms of employment will be regarded as equivalent to a year of service, and service will be regarded as continuous except where there is a break in service of ten or more term weeks.
- (d) In determining the offer of permanent hours to be made, the Employer will calculate the average number of weekly hours the relevant General Employee has worked over the preceding three school years. The General Employee will be offered permanent hours for the equivalent of 65% of the average number of weekly hours for the previous three years, rounded to the nearest hour. The number of hours offered is not required to be more than the average number of hours worked by the General Employee in the third year of the calculation.
- (e) The General Employee, to whom an offer is made in accordance with this subclause, may elect to accept or decline the offer. If, after a period of 14 days, no response is received in relation to an offer made in accordance with this subclause, the General Employee will be regarded as having accepted the offer.
- (f) To give effect to this subclause, the General Employee will undertake any duties that fall within the Centre Administrative Services Stream in **Clause 17 - Classification Structure for General Employees**, provided that the General Employee has the skill, competence and training to perform the required duties. Such duties may be within the same school or another school within a reasonable distance and consistent with Employer practices.
- (g) Where a General Employee works in excess of the permanent hours offered (and accepted) in **paragraphs 12.3(d) and (e)**, the General Employee will be employed for those additional hours on a temporary basis. The additional hours will not be guaranteed and will not attract overtime payments unless they exceed the ordinary hours for a full-time General Employee as defined in this Agreement.
- (h) Where a General Employee accepts a reduction of permanent hours of 6 or more hours per fortnight, the General Employee will be eligible for compensation for loss of hours in accordance with **subclause 43.5**. This will not be payable for a reduction of hours worked in excess of the General Employee's permanent working hours.
- (i) Where an Employer has, or puts into place, arrangements which, by agreement with the Union, are more generous than those provided in this subclause, those arrangements will prevail.
- (j) The parties have agreed to discuss the application and operation of this subclause during the life of this Agreement.

13. OTHER MISCELLANEOUS CONDITIONS FOR EMPLOYEES

- (a) Employees will be supplied with a suitable room (that is, a staff room) for meals and tea breaks with facilities for tea making and heating food.
- (b) Where it is necessary or customary for Employees to change their dress or uniform, suitable dressing rooms and dressing accommodation and individual lockable lockers will be provided.
- (c) All materials, equipment, etc., required for cleaning purposes will be supplied by the Employer.
- (d) A first aid kit will be supplied and readily available to all Employees.

PART 4

CLASSIFICATION STRUCTURE AND RELATED PROVISIONS FOR TEACHERS

14. TEACHERS – INCREMENTAL SCALE

14.1 DEFINITIONS

- 14.1 The incremental pay scale as set out in Clause 14 of the previous agreement applied to Teachers employed by an Employer prior to 1 January 2014 and continues to apply to teachers who are in the process of transitioning to **Clause 15 – Teachers – Standards Classification** in accordance with **Clause 16 - Teachers - Transitional Arrangements**.
- 14.2 A Teacher classified in accordance with this clause (**Clause 14 – Teachers – Incremental Scale**) can apply to have overseas service as set out in **paragraph 15.5 (a)** recognised in accordance with **subclause 15.6**.

15. TEACHERS - STANDARDS CLASSIFICATION

15.1 OPERATION

- (a) The standards based classification applies to a Teacher employed by an Employer on or after 1 January 2014, as set out in this subclause, from the first full pay period commencing on or after 1 January 2017.
- (b) For the purpose of this clause, a Teacher employed by the Employer on or after 1 January 2014 means a Teacher who:
 - (i) commenced employment on or after 1 January 2014 with the current Employer; and
 - (ii) does not have service prior to 1 January 2014 with the Employer or a Different Employer (as defined) that is recognised by the Employer for the purpose of long service leave or sick leave or personal/carer's leave accrual.

Note: "Different Employer" means one of the following Employers who are covered by the *NSW and ACT Catholic Systemic Schools Enterprise Agreement 2017*:

- (i) Trustees of the Roman Catholic Church Diocese of Armidale;
 - (ii) the Trustees of the Roman Catholic Church for the Diocese of Bathurst;
 - (iii) the Trustees of the Roman Catholic Church for the Diocese of Broken Bay;
 - (iv) the Trustees of the Roman Catholic Church for the Diocese of Lismore;
 - (v) the Trustees of the Roman Catholic Church for the Diocese of Maitland-Newcastle on behalf of the Catholic Schools Office;
 - (vi) *Sydney Catholic Schools Ltd ACN 619137343 as trustee for Sydney Catholic Schools Trust ABN 26 158 447 082* ;
 - (vii) the Catholic Education Office, Diocese of Parramatta;
 - (viii) the Trustees of the Roman Catholic Church for the Diocese of Wagga Wagga;
 - (ix) the Diocese of Wilcannia-Forbes (the Trustees of the Roman Catholic Church for the Diocese of Wilcannia-Forbes); and
 - (x) the Trustees of the Roman Catholic Church as Trustees for the Wollongong Diocese Catholic School System.
- (c) A Teacher will be paid the annual salary set out in **Table 1B – Teachers – Salaries (Standards) of Schedule A –Teachers’ Salaries and Allowances**.
 - (d) The standards based classification scale is as follows:
 - (i) Conditionally Accredited Teacher Level 1 and Conditionally Accredited Teacher Level 2
 - (ii) Band 1(Graduate)
 - (iii) Band 2 (Proficient Teacher) Levels 1- 5

(iv) Band 3 (Highly Accomplished)

On this scale, a Teacher is classified in accordance with his or her level of registration and teaching service in registered schools.

- (e) A Teacher covered by this clause and who was an existing teacher as at 1 October 2004 in NSW, or was an existing teacher as at 1 January 2011 in the ACT, and was therefore not required to obtain registration as a Proficient Teacher, and who has more than two years of full-time teaching service, will be deemed to be a Proficient Teacher for the purpose of this clause.

15.2 DEFINITIONS

- **'Band 1 (Graduate) Teacher'** means a Teacher who has completed all course requirements of an initial teacher education program and is working towards registration as a Proficient Teacher.
- **'Band 2 (Proficient Teacher)'** means a Teacher who
 - has completed a minimum of two years' full-time teaching service in accordance with **subclause 15.4** and **paragraph 15.5 (a)**; and
 - has been accredited or registered by the relevant teacher accreditation authority as a Proficient Teacher or has been deemed to be a Proficient Teacher pursuant to **paragraph 15.1(e)**.
- **'Band 3 (Highly Accomplished) Teacher'** means a Teacher who has been registered as a Highly Accomplished Teacher by the relevant teacher accreditation authority and is maintaining that certification.
- **'Conditionally Accredited Teacher - Level 1'** means a Teacher who has commenced but not yet completed all the course requirements of an approved initial teacher education program, but not including a Teacher classified as a Conditionally Accredited Teacher – Level 2.
- **'Conditionally Accredited Teacher - Level 2'** means a Teacher who has completed all course requirements of a degree that is not an approved initial teacher education program and has commenced but not completed all course requirements of an initial teacher education program. Provided however that a Conditionally Accredited Teacher – Level 2 will be deemed to include a Teacher who is not otherwise classified who is employed pursuant to an exemption or otherwise.
- **'Initial teacher education program'** means a course or qualification accredited as such by AITSL.
- **'Proficient Pending' Teacher** means a Teacher who has a minimum period of full-time equivalent teaching service as set out in **subclause 15.7**, and has Provisional Teacher registration but does not have TQI Proficient Teacher registration (as relevant) for one of the following reasons:
 - (i) the Teacher previously had Proficient Teacher status (or was a pre-2004 teacher in NSW or pre-2011 teacher in ACT) but no longer has that status with TQI;

- (ii) the Teacher was previously employed in another state or territory in Australia, has obtained Proficient Teacher status in that jurisdiction and is seeking mutual recognition of that status with TQI (as the case may be); or
- (iii) the Teacher has overseas teaching service in accordance with **subclause 15.7**.

15.3 PROGRESSION

(a) PROGRESSION FOR A CONDITIONALLY ACCREDITED TEACHER

- (i) On completion of all course requirements of an approved initial teacher education program, the Conditionally Accredited Teacher may apply to the Employer to progress to the classification of Band 1 (Graduate Teacher). The Employer will accept the following evidence of completion of all course requirements:
 - (A) an official transcript stating that the Teacher has satisfactorily completed all the requirements of the initial teacher education program and the date on which this occurred; or
 - (B) a certified copy of the testamur for the initial teacher education program.
- (ii) Where the application and evidence for progression is received by the Employer no later than ten weeks after the date of completion of the course requirements, the Teacher will be eligible to progress to the Band 1 (Graduate) classification from the first full pay period on or after the date of completion of the course requirements. Where the application and evidence is received by the Employer after ten weeks, the Teacher will progress from the commencement of the first full pay period after the Employer receives the application and evidence of completion.
- (iii) The Employer will advise a Conditionally Accredited Teacher in writing on appointment of the entitlement to progress to the Band 1 (Graduate) classification and the evidence required in accordance with this subclause.

(b) PROGRESSION FOR A BAND 1 (GRADUATE) TEACHER

- (i) A Band 1 (Graduate) Teacher will progress to the classification of Band 2 (Proficient Teacher) when the Teacher has:
 - (A) been accredited or registered as a Proficient Teacher by the relevant Teacher Accreditation Authority; and
 - (B) completed two years of full-time teaching service, in accordance with the provisions of **subclause 15.4** and **paragraph 15.5 (a)**.
- (ii) The progression will take effect from the commencement of the first full pay period after the Teacher has satisfied both of the requirements set out in **subparagraph 15.3(b)(i)**.

(c) PROGRESSION FOR A BAND 2 (PROFICIENT TEACHER)

- (i) A Band 2 (Proficient Teacher) will commence at Proficient Teacher Level 1 and progress to the next level on the completion of each year of service.
 - (ii) Where an 'existing teacher' (as defined in **paragraph 15.1(e)**) has completed two years of full-time teaching service, any additional service will be recognised for progression within Band 2 (Proficient Teacher).
- (d) **BAND 3 (HIGHLY ACCOMPLISHED)**
- (i) A Teacher will be classified as Band 3 (Highly Accomplished) from the commencement of the first full pay period after a Teacher has been certified as a Highly Accomplished Teacher.
 - (ii) Certification as a Highly Accomplished Teacher is voluntary. The cost of applying for certification as a Highly Accomplished Teacher must be met by the Teacher.
 - (iii) The Employer recognises that Highly Accomplished Teachers make an important contribution to schools and communities by modelling high quality teaching for their colleagues and leading other Teachers in the development and refinement of their teaching practice to improve children's learning outcomes. Following consultation with the Teacher, and where the Teacher consents, the Employer may allocate a Highly Accomplished Teacher to provide mentoring, coaching or training to Teachers at different locations.
 - (iv) The Employer will not impose a quota on the number of Teachers who may be classified as Band 3 (Highly Accomplished).
 - (v) A Teacher classified at Band 3 (Highly Accomplished) will not be eligible to be paid both a salary for an Early Learning Centre Teacher Director and the Band 3 (Highly Accomplished) salary, if and to the extent that this would result in the Teacher receiving a rate of pay in excess of that applicable to Band 3 (Highly Accomplished). A Teacher holding an Early Learning Centre Teacher Director position who is classified at Band 3 (Highly Accomplished) may elect to be either paid at the applicable rate for the Early Learning Centre Teacher Director position (and not at Band 3 (Highly Accomplished)) or at Band 3 (Highly Accomplished), whichever is the higher.
 - (vi) Where a Teacher's certification as a Highly Accomplished Teacher is not maintained, the Teacher will revert to the applicable Proficient Teacher rate from commencement of the first full pay period after the date that it is not maintained.

15.4 CREDIT FOR TEACHING SERVICE - Standards based classification

For the purpose of calculating credit for service for appointment to, and progression, in Band 1 (Graduate) and Band 2 (Proficient Teacher) on the standards classification structure pursuant to this clause, **Clause 15 - Teachers - Standards Classification**, teaching service in registered schools (before or after the commencement date) will be recognised as follows:

- (a) any employment as a full-time teacher will be counted as service;

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

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

15.5 OVERSEAS EXPERIENCE AND CHILD-REARING

(a) CREDIT FOR OVERSEAS SERVICE

All qualified teaching employment overseas (including casual, temporary and permanent) in a recognised primary or high school (students aged 5 – 18 years) shall be counted as teaching service, provided that teaching service occurred in a country where the teacher education qualifications are recognised by TQI as equivalent to qualifications from an Australian university. Overseas service shall be recognised in accordance with **subclause 15.4**, provided that incomplete years of service shall be disregarded from the cumulative total under this paragraph.

(b) CHILD REARING

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

- (i) the period of child rearing immediately precedes their employment as a teacher in a registered school, being the period between completing a teacher qualification and commencing employment as a teacher in a registered school, or occurs between periods of employment as a teacher in a registered school;
- (ii) only one parent will receive the benefit of any particular period of child rearing;
- (iii) full-time child rearing will be regarded as the time before the child attains six years of age or is enrolled in full-time schooling, whichever is the earlier;
- (iv) paid employment, except as a casual teacher in an ACT or NSW non-government school or in limited casual employment elsewhere, will be taken to break the continuity of full-time child rearing;
- (v) recognition of child rearing will not be granted before, and until, the Teacher

has attained Proficient Teacher registration with the teacher accreditation authority, notwithstanding that the period of child rearing was before such date; and

- (vi) a Teacher may not have a given period of child-rearing counted more than once for the purpose of recognition of service while classified in accordance with either the incremental scale (**Clause 14 – Teachers – Incremental Scale**) or the standards classification (**Clause 15 – Teachers – Standards Classification**), with any Employer(s).

15.6 PROCESS FOR APPLYING FOR CREDIT FOR SERVICE

- (a) Upon application for employment a Teacher will be advised in writing of all types of previous service (including child-rearing, full-time and part-time teaching, casual teaching) in Australia or overseas recognised under this Agreement and of the documentation required to substantiate such previous service.
- (b) An application by a Teacher for recognition of previous teaching service pursuant to **subclause 15.4** or **paragraph 15.5 (a)** will be supported by a statement of service on official letterhead which confirms the period of service to be recognised.
- (c) An application by a Teacher for recognition of a period of child-rearing will be supported by a statutory declaration establishing the period of child-rearing to be recognised and a copy of the child's birth certificate.
- (d) Where an Employer considers that the documentation provided by a Teacher who is appointed by the Employer, does not meet the requirements of this **subclause 15.6** with the consequence that the Employer will not recognise the relevant period of service, such view shall be advised to the Teacher in writing as soon as reasonably practicable.
- (e)
 - (i) Subject to **subparagraph 15.6 (e) (ii)**, an application for recognition of previous service pursuant to **subclause 15.4** or **15.5** will apply from the date the application was received by the Employer. However, in the case where the application was received within one school term of the date the Teacher commenced employment with the Employer, the application will be granted from the date of commencement.
 - (ii) Notwithstanding **subparagraph 15.6 (e) (i)**, a Teacher may only apply for credit for other service to be recognised pursuant to **subclause 15.5 Overseas Service and Child Rearing** by submitting an application to the Employer no later than twelve months following:
 - A. the date they commenced employment with the Employer; or
 - B. the commencement date of this Agreement;

whichever is the later. For Teachers employed at the commencement date of this Agreement, who make a successful application in accordance with **subclause 15.5**, any salary adjustments to be made as a result of a successful application will apply from the first full pay period commencing on or after 1 January 2018

15.7 PROFICIENT PENDING

- (a) A Teacher who is a Proficient Pending Teacher as defined in **paragraph 15.2** will be classified as Proficient Pending pursuant to this **subclause 15.7** if the Teacher has at least two years full-time equivalent teaching service in Australia, or at least three years full-time equivalent teaching service in the case of overseas service. For the purposes of this **subclause 15.7**, full-time equivalent teaching service shall be calculated in accordance with **subclause 15.4**.
- (b) The Teacher will be placed on the relevant level within Band 2 according to his or her teaching service (that is, not including a period of two years of full-time equivalent teaching service, which is deemed to be service on Band 1). The Teacher will remain on Band 2 for one year full-time equivalent teaching service, during which period the Teacher may apply for Proficient Teacher registration or apply for mutual recognition (in the case of an interstate Teacher) with the teacher accreditation authority.
- (c) On attaining Proficient Teacher registration the Teacher will be classified as Proficient. If the Teacher does not attain Proficient Teacher registration within the time frame specified in **paragraph 15.7(b)** above, the Teacher will be paid at Band 1 until the Teacher achieves Proficient Teacher registration; on such date the Teacher will progress to Band 2 based on his or her service.
- (d) If a Teacher fails to attain Proficient registration following approval for Proficient Pending status they will not be eligible for any future approval for Proficient Pending status by an Employer under this Agreement other than in cases of exceptional and compelling circumstances, including carer's responsibilities which will be assessed on a case-by-case basis.

15.8 SAVINGS CLAUSE

Notwithstanding the provisions of this clause, where a Teacher employed immediately prior to the commencement date, was receiving a rate of pay that is higher than the rate that would apply under this clause, the Teacher will continue to receive the higher rate until such time as the rate in this Agreement matches or exceeds the rate they were receiving under the previous agreement. Provided further that any such Teacher employed as a casual teacher shall receive not less than \$373 per day, or \$329.00 per day in the case of a Teacher with less than 204 days of experience.

16. TEACHERS –TRANSITIONAL ARRANGEMENTS

16.1 OPERATION

- (a) This clause applies from the commencement of the first full pay period on or after 1 January 2017 to a Teacher who was employed before 1 January 2014 (see **paragraph 15.1(b)** for the meaning of employment on or after 1 January 2014), that is, a Teacher who is not covered by the provisions of **Clause 15 Teachers - Standards Classification**.
- (b) A reference in this clause, **Clause 16 – Teachers - Transitional Arrangements**, to a step on the incremental scale or to a specific step (for example, Step 7) means a classification and rate of pay as determined by

Clause 14 - Teachers – Incremental Scale and **subclause 14.2** of this Agreement. Provided however that a Teacher is entitled to apply for, and be classified as Band 3 (Highly Accomplished) in accordance with **paragraph 15.3 (d)**. A reference to a classification of Band 1 (Graduate), Band 2 (Proficient Teacher) or Band 3 (Highly Accomplished) is a reference to a classification and rate of pay as determined by **Clause 15 - Teachers – Standards Classification**.

- (c) The incremental scale will apply as follows. Teachers employed in the ACT will receive the rates of pay as set out in **Table 1A - Teachers - Salaries (Incremental) of Schedule A - Teachers' Salaries and Allowances**.

16.2 TRANSITIONAL ARRANGEMENTS - TEACHERS EMPLOYED PRIOR TO 1 JANUARY 2014

A Teacher will transition into the standards based classification structure from the first full pay period on or after 1 January 2017 as set out below:

- (a) A Teacher on Step 2 of the incremental scale as at 1 January 2017 will be paid on Step 2 until their normal incremental salary date, then progress to Step 3 for one year of service, then progress to Step 4 for one year of service, and then progress to Step 5 for one year of service, then progress to Step 6 for one year of service, then progress to Step 7 for one year of service and then be classified and paid at Band 2 (Proficient Teacher) Level 3.

Further pay increases will be in accordance with **paragraph 15.3(c)**.

- (b) A Teacher on Step 3 of the incremental scale as at 1 January 2017 will be paid on Step 3 until their normal incremental salary date, then progress to Step 4 for one year of service, then progress to Step 5 for one year of service, and then progress to Step 6 for one year of service, then progress to Step 7 for one year of service and then be classified and paid at Band 2 (Proficient Teacher) Level 3.

Further pay increases will be in accordance with **paragraph 15.3(c)**.

- (c) A Teacher on Step 4 of the incremental salary scale as at 1 January 2017 will be paid on Step 4 of the incremental scale until their normal incremental salary date, then progress to Step 5 for one year of service, and then progress to Step 6 for one year of service, then progress to Step 7 for one year of service and then be classified and paid at Band 2 (Proficient Teacher) Level 3.

Further pay increases will be in accordance with **paragraph 15.3(c)**.

- (d) A Teacher on Step 5 of the incremental salary scale as at 1 January 2017 will be paid on Step 5 of the incremental scale until their normal incremental salary date, then progress to Step 6 for one year of service, then progress to Step 7 for one year of service, and then be classified and paid at Band 2 (Proficient Teacher) Level 3.

Further pay increases will be in accordance with **paragraph 15.3(c)**.

- (e) A Teacher on Step 6 of the incremental salary scale as at 1 January 2017 will be paid on Step 6 of the incremental scale until their normal incremental salary

date, then progress to Step 7 for one year of service and then be classified and paid at Band 2 (Proficient Teacher) Level 3.

Further pay increases will be in accordance with **paragraph 15.3(c)**.

- (f) A Teacher on Step 7 of the incremental salary scale as at 1 January 2017 will be paid on Step 7 of the incremental scale until their normal incremental salary date, and then be classified and paid at Band 2 (Proficient Teacher) Level 3.

Further pay increases will be in accordance with **paragraph 15.3(c)**.

- (g) A Teacher on Step 8 of the incremental salary scale as at 1 January 2017 will be paid at Band 2 (Proficient Teacher) Level 3.

Further pay increases will be in accordance with **paragraph 15.3(c)**.

- (h) A Teacher on Step 9 of the incremental salary scale as at 1 January 2017 will be paid at Band 2 (Proficient Teacher) Level 4.

Further pay increases will be in accordance with **paragraph 15.3(c)**.

- (i) A Teacher on Step 10 of the incremental salary scale as at 1 January 2017 will be classified and paid at Band 2 (Proficient Teacher) Level 5.

- (j) A Teacher who has met the criteria to be classified at Band 3 (Highly Accomplished) as set out in **paragraph 15.3(d)** will, subject to **subparagraph 15.3(d)(v)**, be classified and paid as such from the commencement of the first full pay period on or after 1 January 2017.

- (k) A Teacher who has been classified as a Three Year Trained, a Conditionally Classified Four Years Trained Teacher, or a Conditionally Classified Three Years Trained Teacher in accordance with **Clause 14 – Teachers Incremental Scale** of the previous agreement, will transition based on their salary step, provided that such Teacher will not progress beyond the Step to which the Teacher could have progressed under the terms of **paragraphs 14.3(a), (d), (e) and (f)** of the previous agreement, unless such Teacher:

- (i) becomes registered as a Proficient Teacher; or
 - (ii) makes an application to the Employer confirming that they have completed 60 hours of professional development in the two years immediately prior, provided that any professional development undertaken during normal teaching hours on pupil free days or maintaining individual professional plans is excluded from the above calculation.
- (l) With effect from the first full pay period on or after 1 July 2017, notwithstanding the provisions of **paragraph 16.2 (a)** above, a Teacher who is a Proficient Teacher, as defined in **subclause 15.2**, shall immediately progress from Step 7 to Band 2 (Proficient Teacher) Level 3 without serving a year of service on Step 7. For those teachers who are on Step 7 at any time between the first full pay period on or after 1 July 2017 and the commencement date, any part year of service on Step 7 will be considered to be service at Band 2, Level 3.

- (m) A Teacher who gains additional qualifications such that he or she would have been entitled to progress to a higher step under the provisions of **Clause 14 - Teachers Incremental Scale** of the previous agreement, shall have his or her classification adjusted in accordance with those provisions. For the purpose of determining the progression of the Teacher under this **subclause 16.2**, from the date the Teacher progresses to the higher step the Teacher shall be deemed to be covered by the provision that would have applied had the Teacher had the additional qualification as at 1 January 2017.

PART 5

CLASSIFICATION OF GENERAL EMPLOYEES

17. CLASSIFICATION STRUCTURE FOR GENERAL EMPLOYEES

17.1 All General Employees must be classified according to the structure set out in this clause, under the occupational streams set out in **subclauses 17.2 to 17.5**.

17.2 CENTRE ADMINISTRATIVE SERVICES STREAM

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

(a) CENTRE ADMINISTRATIVE SERVICES - LEVEL 3

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

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

(ii) **Indicative duties**

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

- basic clerical duties including filing, collating, handling mail, checking figures;
- operating routine office equipment, such as a computer, photocopier, scanner, facsimile, binding machine, guillotine, franking machine, calculator etc;
- conveying messages across school grounds;
- assisting or providing occasional relief for a reception function; and
- shopping.

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

(b) **CENTRE ADMINISTRATIVE SERVICES - LEVEL 4**

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

- applies knowledge with depth in some areas and a broad range of skills in a variety of roles and tasks;
- uses discretion and judgement in planning and organising and achieving outcomes in time constraints;
- typically works under the general supervision and direction of a Centre Administrative Services Level 5 General Employee.; and
- performs duties that typically require a skill level which assumes and requires knowledge and training equivalent to completion of certificate III, or completion of year 12 or completion of certificate II, with relevant work experience.

(ii) **Indicative duties**

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

- a wide range of professional support, administration, secretarial and clerical duties, including typing, word processing, data entry, maintaining email and computerised records, database information, payroll information, staff recruitment administration, casual administration including booking and payment of casuals, Google applications, electronic rolls, attendance records, student enrolments, student information and petty cash;
- assisting with basic follow up of WHS issues and implementation of WHS management system, including checking licences of onsite contractors;
- undertaking reception and general office duties;
- responding to enquiries from children, parents, employees, and the general public;
- assisting with management of the Centre office;
- providing administrative support to school executive, including arranging appointments, diaries and preparing both confidential and general correspondence;
- word processing of routine correspondence, including internal and external publications, teacher programmes and teaching aids;
- assisting with the preparation of internal and external publications including websites, newsletters and other media;
- providing assistance in various financial management tasks, including preparation of school budget, school fees, monthly reconciliation of finance accounts and GST reports, annual finance and administration rollover; and
- assisting with the coordination of functions and events.

- (iii) **Examples of positions which typically fall under this level include:**
administration officer, secretary, accounts clerk.

(c) **CENTRE ADMINISTRATIVE SERVICES - LEVEL 5**

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

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

(ii) **Indicative duties**

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

- supervision and management of General Employees at a lower level including overseeing their recruitment, work allocation, professional development, performance appraisal and training;
- responsibility for the secretarial and/or financial administration of the office ;
- preparation of the Centre budget overseeing the preparation of monthly finance accounts/ GST reports, Centre fee billing and payment and recovery of fees, and managing cash management accounts;
- supervising the operations of the office and other administrative activities, in the area of enrolment, equipment and statistical returns;
- providing executive support to senior staff and associated Centre committees;
- providing advice requiring knowledge of policies and/or the interpretation of rules or regulations within area of operation;

- applying inventory and purchasing control procedures;
 - initiating and handling correspondence, which may include confidential correspondence;
 - overseeing enrolment processes and maintenance of the Centre's database;
 - coordinating functions and events;
 - assisting with the induction of new staff including casual Teachers.
- (iv) **Examples of positions which typically fall under this level include:**
Office manager.

17.3 EDUCATOR STREAM

A General Employee engaged in the Educator stream will be classified at one of the following levels:

(a) EDUCATOR - LEVEL 1

- (i) An **Educator - Level 1** position is one where an employee works within a School Age Care Centre or an Early Learning Centre (outside of the period of operation of the Preschool Program).

An Employee at this level is not required to have formal qualifications or work experience upon engagement. Notwithstanding this, it is a requirement under the *Education and Care Services National Law (ACT) Act 2011* that an employee at this level working in an Early Learning Centre with preschool age children must be actively working towards the completion of at least an approved Certificate III qualification within three months of commencing employment.

- (ii) An Educator - Level 1 Employee may perform the following indicative duties:

- learn and assist in the implementation of the School Age Care Service Program under supervision;
- learn and assist in the implementation of daily routines for Before School Care, After School Care and School Holiday Care;
- learn how to establish relationships and interact with children;
- learn the basic skills required to work in this environment with children;
- developing awareness of, and assisting in ensuring, the health and safety of the children in care;
- give each child individual attention and care as required;
- work in accordance with the licensing requirements under the *Education and Care Services National Law (ACT) Act 2011*, as amended or replaced;
- understand and work according to the centre or service's policies and

procedures.

(b) **EDUCATOR - LEVEL 2**

An **Educator - Level 2** position is one where the employee ordinarily performs work above and beyond the skills of an Educator - Level 1 position, and works in either a School Age Care Centre or an Early Learning Centre (outside of the period of operation of the Preschool Program).

- (i) This position typically requires a skill level that assumes and requires knowledge, training or experience relevant to the duties to be performed. Notwithstanding this, it is a requirement under the *Education and Care Services National Law (ACT) Act 2011* that an employee at this level working in an Early Learning Centre with preschool age children must be actively working towards the completion of at least an approved Certificate III qualification within three months of commencing employment.
- (ii) An Educator - Level 2 Employee may perform the following indicative duties:
 - the full range of duties of an Educator - Level 1, as well as;
 - assist in the preparation, implementation and evaluation of programs suited to the needs of individual children and groups for Before School Care, After School Care and School Holiday Care;
 - be responsible for recording observations of individual children or groups for program planning purposes;
 - under direction, undertake work with individual children with particular needs.

(c) **EDUCATOR - LEVEL 3**

An **Educator - Level 3** position is one where the employee ordinarily performs work above and beyond the skills of an Educator - Level 2 position and works within a School Age Care Centre or an Early Learning Centre (outside of the period of operation of the Preschool Program).

- (i) This position typically requires a skill level that assumes and requires knowledge, training or experience equivalent to completion of a Certificate III. Notwithstanding this, it is a requirement under the *Education and Care Services National Law (ACT) Act 2011* that an employee at this level working in an Early Learning Centre with preschool age children must be actively working towards the completion of at least an approved Certificate III qualification within three months of commencing employment.
- (ii) An **Educator - Level 3** may perform the following indicative duties:
 - the full range of duties of an Educator - Level 2, as well as;
 - ensure that records are maintained and are up to date concerning each child;
 - undertake responsibility for recording observations of individual children or groups for program planning purposes.

An Educator with a Diploma in Children's Services must be employed at not less than Educator - Level 3.

(d) **EDUCATOR - LEVEL 4**

An **Educator - Level 4** position is one where the employee ordinarily performs work above and beyond the skills of an Educator - Level 3 position and may work in a School Age Care Centre or an Early Learning Centre (outside of the period of operation of the Preschool Program):

- (i) This position typically requires a skill level that assumes and requires knowledge or training equivalent to either a diploma or certificate IV, a certificate III with relevant work experience, or an equivalent combination of relevant experience and/or training.
- (ii) An **Educator - Level 4** Employee may perform the following indicative duties:
 - the full range of duties of an Educator - Level 3 position, as well as;
 - develop, implement and evaluate daily routines;
 - develop, plan, implement and evaluate a developmental programs for Before School Care, After School Care and School Holiday Care service under supervision;
 - take responsibility in consultation with more senior educators for the preparation, implementation and evaluation of a developmental program for individual children or groups of children in care;
 - contribute, through the Director, to the development of the centre's policies for Before School Care, After School Care and School Holiday Care;
 - be responsible to the Assistant Director/Director for the supervision of work placement child care students.

(e) **EDUCATOR - LEVEL 5**

An **Educator - Level 5** position is one where the employee ordinarily performs work above and beyond the skills of a Level 4 position, and may work in a School Age Care Centre or an Early Learning Centre (outside of the period of operation of the Preschool Program). A General Employee appointed as an Assistant Director in a centre with 100 licensed places or less will be appointed as an **Educator - Level 5**.

- (i) This position typically requires a skill level that assumes and requires knowledge or training equivalent to either a diploma or certificate IV with relevant experience, a certificate III with extensive work experience, or an equivalent combination of relevant experience and/or training.
- (ii) An **Educator - Level 5** Employee may perform the following indicative duties:
 - the full range of duties of an Educator - Level 4 position, as well as;

- co-ordinate centre operations including Work Health and Safety, program planning, staff training;
- be responsible for the day-to-day management of the centre in the temporary absence of the Director and ensure compliance with licensing and all statutory and quality assurance requirements;
- planning and implementing special programs such as integrating children with disabilities or children of a non-English speaking background;
- undertake the planning and operation of School Holiday Programs.

(f) **EDUCATOR - LEVEL 6**

An **Educator - Level 6** position is one where the Employee works in a School Age Care Centre or an Early Learning Centre (outside of the period of operation of the Preschool Program) and is appointed as an Assistant Director in a centre with over 100 licensed places.

- (i) An **Educator - Level 6** Employee may perform the full range of indicative duties of an **Educator - Level 5** position.

17.4 EARLY LEARNING CENTRE EDUCATOR STREAM

A General Employee engaged in the **Early Learning Centre Educator stream** will be classified at one of the following levels:

(a) **EARLY LEARNING CENTRE EDUCATOR - LEVEL 1**

An **Early Learning Centre Educator - Level 1** position is one where the Employee works within an Early Learning Centre.

- (i) This position typically requires a skill level, which assumes and requires knowledge, training or experience equivalent to completion of a Certificate III with relevant work related experience or the completion of a Diploma level qualification.
- (ii) An **Early Learning Centre Educator - Level 1** Employee may perform the following indicative duties:
- working in collaboration with a Teacher or group of Teachers in the implementation of learning and teaching strategies for an individual student, group of students or class, including students with special needs and recognised disabilities, and gifted and talented students within an Early Learning Centre;
 - in consultation with a supervising Teacher, liaising with student's family and external professionals and agencies as part of management of individual students;
 - implement individualised education plans;
 - assisting with selection and preparation of resources that meet students' needs and interests;

- mentoring other General Employees and/or volunteers;
- assisting with student assessment and reporting and the preparation of student portfolios, including discussing student progress with the Teacher;
- in consultation with the supervising Teacher, liaising with student's family and external professionals and agencies as part of management of individual students.

(b) **EARLY LEARNING CENTRE EDUCATOR - LEVEL 2**

An **Early Learning Centre Educator - Level 2** position is one where the Employee works within an Early Learning Centre.

- (i) It is a requirement under the *Education and Care Services National Law (ACT) Act 2011* that an Employee working in an Early Learning Centre with preschool age children and performing the role of a Certified Supervisor must hold a Diploma level qualification.
- (ii) An **Early Learning Centre Educator - Level 2** Employee may be appointed to perform the duties of an Early Learning Centre Educator - Level 1 and in addition:
 - may undertake the role of the nominated supervisor for care programs conducted by the Early Learning Centre outside of the period of operation of the preschool program;
 - may provide relief for Early Learning Centre Employees during required breaks.

(c) **EARLY LEARNING CENTRE EDUCATOR - LEVEL 3**

An **Early Learning Centre Educator - Level 3** position is one where the Employee ordinarily performs work above and beyond the skills of an Early Learning Centre Educator - Level 2 position and works in an Early Learning Centre.

- (i) It is a requirement under the *Education and Care Services National Law (ACT) Act 2011* that an employee working in an Early Learning Centre with preschool age children and performing the role of a Certified Supervisor must hold a Diploma level qualification.
- (ii) An Early Learning Centre Educator - Level 3 Employee may perform the following indicative duties:
 - the full range of duties of an Early Learning Centre Educator – Level 2 position, as well as;
 - act as the Certified Supervisor in the absence of the Early Learning Centre Teacher Director;
 - working in collaboration with a Teacher or group of Teachers in the planning of teaching programs;
 - managing student assessment and reporting and the preparation of student

portfolios, including discussing student progress with the Teacher and preparing reports for parents;

- responsibility for the supervision, training and coordination of other Early Learning Centre Educators;
- ensuring adherence to the policies and procedures of the Centre.

17.5 SCHOOL AGE CARE CENTRE DIRECTOR STREAM

A General Employee engaged in the **School Age Care Centre Director** stream and appointed as a **School Age Care Centre Director** is one where the Employee:

- is the Educator in charge of a School Age Care Service;
- has completed a Diploma level qualification or equivalent and any other qualifications as may be required from time to time by ACECQA; and
- is qualified in accordance with the *Educational Care Services National Law and Regulations*.

A **School Age Care Centre Director** will be appointed to one of the following levels as determined in accordance with the table below based on the number of licensed places in that Centre:

| LEVEL | NUMBER OF LICENSED PLACES |
|---|---------------------------|
| School Age Care Centre Director Level 1 | 0-39 |
| School Age Care Centre Director Level 2 | 40-59 |
| School Age Care Centre Director Level 3 | 60-100 |
| School Age Care Centre Director Level 4 | 100+ |

- (i) A **School Age Care Centre Director – (Level 1 to 4)** Employee may perform the following indicative duties:
- Managing the day to day staffing of the Centre, including recruitment, shifts and relief;
 - Addressing staff performance and employment relations matters including staff reviews, appraisals and developmental needs;
 - Maintaining all necessary records, licenses and policies as required by the relevant regulations and laws;
 - Ensuring all documentation is up to date and available to staff, families and regulatory authorities;
 - Efficiently resourcing the Centre on a day-to-day basis within the confines of budget and policy;

- Planning and implementing high quality, responsive programs for Before School Care, After School Care and School Holiday Care which are based on a sound knowledge of the National Quality Framework and *My Time, Our Place* (MTOF);
- Regularly reviewing and evaluating the programs and service provided to ensure they are accessible and responsive to the needs of the community;
- Ensuring that each child's wellbeing, development and learning is being evaluated and documented as required under the National Quality Standards;
- Managing the enrolment process for the Centre;
- Providing opportunities for parents to have input into the programming and general operation of the Centre.

17.6 PROGRESSION

- General Employees will typically commence on the first step of the classification level to which they are appointed.
- General Employees will progress to the next step within that classification level upon the completion of 12 months of service with the Employer, unless specifically excluded by **subclause 17.8**.
- For the purpose of **paragraph 17.6(b)**, 12 months of service is defined as 12 months service, excluding unpaid leave, provided that where a full-time or part-time General Employee works four school terms in a given year such employee will be regarded as having worked 12 months.
- Progression for an Employee classified as an **Early Learning Centre Educator – Level 1** position will progress to the classification of **Early Learning Centre – Level 2** position when the General Employee:
 - provides evidence, that reasonably satisfies the Employer, that the Employee has completed a Diploma of Children's Services or equivalent as required under the *Education and Care Services National Law (ACT) Act 2011*; and
 - has completed 12 months of service with the Employer in accordance with **paragraph 17.6(c)**.

17.7 The progression will take effect from the commencement of the first full pay period after the General Employee has satisfied both of the requirements set out in **subparagraph 17.6(d)(i)** to **(ii)**.

17.8 RECLASSIFICATION

- A General Employee may apply for reclassification to a higher level.
- Such application must be made in writing and should identify the grounds and reasons for reclassification, having reference to skills utilised, duties actually performed and the classification structure set out in **subclauses 17.2 to 17.5**.
- Where an application is made by the General Employee in writing to the Employer for reclassification to a higher level, the Employer will determine the application within a reasonable period.

- (d) Reclassification to a higher level will take place from the first full pay period on or after the date the application was made.
- (e) The General Employee will be placed on the first step of the new level following reclassification.

17.9 SAVINGS CLAUSE

The provisions of Clause 17.9 Savings Clause of the previous agreement will continue to apply to a General Employee employed as at the commencement of the previous agreement and to whom Clause 17.9 applied. Further increases in rates of pay under this Agreement will be applied to the rates of pay received by such Employee.

PART 6

PAY AND ALLOWANCES

18. PAYMENT OF SALARY

18.1 FORTNIGHTLY PAYMENTS

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

18.2 OVERPAYMENTS/ UNDERPAYMENTS

Where the Employer becomes aware that payments have been made over or under the entitlements provided for in this Agreement, the Employer will investigate to establish the overpayment or underpayment and notify the Employee in writing of the basis of the overpayment or underpayment. If the parties are unable to reach agreement on the amount due or to be recovered or agreed repayment arrangements, either party may have recourse as provided in **Clause 44 - Dispute Resolution Procedures**.

18.3 SALARY PACKAGING

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

19. SALARIES FOR TEACHERS

19.1 SALARY PAYABLE

The minimum annual salaries and equivalent fortnightly amounts payable to Teachers will be as set out in the following table of **Schedule A - Teachers' Salaries and Allowances**:

Table 1A – Teachers - Salaries (Incremental)

Table 1B – Teachers - Salaries (Standards)

The classification of the Teacher will be determined in accordance with **Clause 14 - Teachers - Incremental Scale**, **Clause 15 - Teachers - Standards Classification** and **Clause 16 – Teachers - Transitional Arrangements** of this Agreement.

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

Note: see clause 3.1(d) for further increases for teachers.

19.2 PAYMENT OF PART-TIME, PART-TIME TEMPORARY AND CASUAL TEACHERS

- (a) A part-time Teacher, including a temporary part-time Teacher, will be paid at the same rate as a full-time teacher with the corresponding classification, in accordance with the FTE load of the Teacher.
- (b) The amount payable to a casual Teacher is set out in **Table 2A – ACT Teachers –Casual Rates** of **Schedule A - Teachers' Salaries and Allowances**.

Note: the rates for a casual Teacher have been calculated by taking the appropriate annual rate in **subclause 19.1**, dividing by 203 in the case of a daily payment or 406 in the case of a half-daily payment, and adding a 5% loading, rounded to two decimal places. The appropriate rates will be Conditionally Accredited Level 1, Conditionally Accredited Level 2, Band 1 (Graduate) or Band 2 (Proficient Teacher) Level 1, depending on the classification of the Teacher. Provided however the Band 2 (Proficient Teacher) Level 1 rate will apply to a Teacher not required to attain registration as a Proficient Teacher because the Teacher was an existing Teacher pursuant to the relevant legislation.

20. EARLY LEARNING CENTRE TEACHER DIRECTORS

20.1 INTRODUCTION

- (a) This clause should be read in conjunction with **Annexure A - Other Conditions of Employment Applicable to Teachers**, which sets out additional information about conditions applying to Teachers appointed to promotion positions. All appointments to the position of Early Learning Centre Teacher Director after the commencement date will be regarded as appointments to promotion positions.

- (b) There will be one Teacher appointed as an Early Learning Centre Teacher Director for each Early Learning Centre.

20.2 SALARY AND RATES OF PAY

- (a) The minimum annual and equivalent fortnightly salaries payable to an Early Learning Centre Teacher Director will be as set out in **Table 3A – Early Learning Centre Teacher Directors – Salaries of Schedule A – Teachers’ Salaries and Allowances** and as determined in accordance with the table below based on the number of licensed places in that Centre:

| LEVEL | NUMBER OF LICENSED PLACES |
|--|---------------------------|
| Early Learning Centre Teacher Director Level 1 | 0 – 25 |
| Early Learning Centre Teacher Director Level 2 | 26 – 50 |
| Early Learning Centre Teacher Director Level 3 | 51 – 75 |
| Early Learning Centre Teacher Director Level 4 | 76 – 100 |
| Early Learning Centre Teacher Director Level 5 | More than 100 |

- (b) An Early Learning Centre Teacher Director required to perform work during non-term time will be paid for such work at the day rate, the half day rate or the quarter day rate as appropriate, as set out in **Table 3B – Early Learning Centre Teacher Directors – Casual Rates of Schedule A – Teachers’ Salaries & Allowances** in addition to their fortnightly salary. Provided however, an Early Learning Centre Teacher Director may only be required to perform such work during non-term time if:
- (i) the duties to be undertaken could not be performed by another staff member at the time the work is to be performed;
 - (ii) the duties must be performed immediately and relate to the operation of the Centre during non-term time;
 - (iii) the duties require the attendance of the Early Learning Centre Teacher Director at the Centre; and
 - (iv) prior approval has been given by the nominated representative of the Employer.

The rates as set out in **Table 3B – Early Learning Centre Teacher Directors – Casual Rates of Schedule A – Teachers’ Salaries & Allowances** have been calculated by taking the appropriate annual rate in **paragraph 20.2(a)**, dividing by 812 in the case of the minimum quarter day rate, dividing by 406 in the case of the half day rate and dividing by 203 in the case of the day rate and adding a 5%

loading, rounded to two decimal places.

21. ALLOWANCES AND EXPENSE RELATED ENTITLEMENTS FOR TEACHERS

21.1 TRAVEL EXPENSES

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

21.2 TRAVEL ALLOWANCE

- (a) A Teacher required by the Employer to use their own motor vehicle in the performance of duties will be paid an allowance as set out in **Table 4 - Allowances for Teachers of Schedule A – Teachers’ Salaries & Allowances**.
- (b) The allowance will be calculated on a daily basis.
- (c) Where a Teacher is required to travel from their home to a location other than their usual place of employment, the Teacher is entitled to be paid the allowance for all kilometres travelled to and from such other work location, subject to:
 - (v) in the case of a Teacher who normally travels to work in their own motor vehicle, a deduction of the kilometres normally travelled to and from their usual place of employment on that day; or
 - (vi) otherwise, a deduction of the usual costs of the Teacher’s journey to and from the usual place of employment (e.g. public transport fares), but only to the extent that such usual costs have not also been incurred in respect of that day.

21.3 PAYMENT FOR SUPERVISION OF STUDENT TEACHERS

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

22. RATES OF PAY FOR GENERAL EMPLOYEES

22.1 UNAVERAGED RATE- GENERAL EMPLOYEES WHO WORK 48 WEEKS PER YEAR

- (a) General Employees who are required to work 48 weeks per year will be paid the applicable annual rate for their classification as set out in **Table 1A - General Employees (48 weeks per year) - Unaveraged Annual Rate of Pay of Schedule B - General Employees’ Rates of Pay and Allowances**.
- (b) Corresponding weekly rates, calculated by dividing the applicable annual rate by 52.14 and rounding to two decimal places, are set out in **Table 1B - General Employees (48 weeks per year) - Unaveraged Weekly Rate of Pay of Schedule B - General Employees’ Rates of Pay and Allowances**.

- (c) Hourly rates, calculated by dividing the weekly rate by 38, then rounding to two decimal places, are set out in **Table 1C - General Employees (48 weeks per year) - Unaveraged Part-time Hourly Rate of Pay of Schedule B - General Employees' Rates of Pay and Allowances**.
- (d) Casual rates, calculated by adding a loading of 25% to the hourly rate, and rounding to two decimal places are set out in **Table 2 - General Employees - Casual Rates of Schedule B - General Employees' Rates of Pay and Allowances**. This casual rate includes compensation for annual leave under the Act.

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

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

$$0.9 \times W$$

Where:

W = the weekly rate of pay for full-time General Employees required to work 48 weeks per year as set out in **Table 1B- General Employees (48 weeks per year) - Unaveraged Weekly Rate of Pay of Schedule B- General Employees' Rates of Pay and Allowances**.

- (c) Minimum averaged weekly rates calculated on this basis are set out in **Table 1D - General Employees (School Terms only) - Averaged Weekly Rate of Pay of Schedule B - General Employees Rates of Pay and Allowances**.
- (d) Corresponding hourly rates, calculated by dividing the averaged weekly rate by 38, then rounding to two decimal places, are set out in **Table 1E - General Employees (School Terms only) - Averaged Part-time Hourly Rate of Pay of Schedule B - General Employees' Rates of Pay and Allowances**.
- (e) Notwithstanding **paragraph 22.2(b)** above, if a General Employee works more than school terms, but less than 48 weeks per year, the following provisions will apply:
 - (i) the minimum weekly rate of pay for a full-time General Employee will be determined using the following formula:

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

Where:

W = the weekly rate of pay for full-time General Employees required to work

48 weeks per year as set out in **Table 1B - Weekly Rates of Pay for General Employees (48 weeks per year)** of **Schedule B - General Employees Rates of Pay and Allowances**.

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

- N cannot be less than the number of school days in that school, and will, for the purposes of applying this formula only, be deemed to be not less than 205 days
- The value of N does not include the days paid at a casual rate in **Clause 30 - Work During Pupil Vacation Periods for General Employees**;
- N excludes public holidays; and
- N cannot exceed 229 and if it does the General Employee will not be paid an averaged rate and instead receive the unaveraged rate in accordance with **subclause 22.1**.

(ii) Corresponding hourly rates can be determined by dividing the applicable averaged weekly rate determined in accordance with this formula by 38, rounded to two decimal places.

- (f) Where a General Employee is receiving an averaged rate of pay in accordance with this subclause, this rate will be the appropriate rate for all purposes, except the calculation of casual and overtime rates of pay, in which case the unaveraged rates in **Table 2 - General Employees - Casual Rates** and **Table 1C - General Employees (48 weeks per year) - Unaveraged Part-time Hourly rate of Pay of Schedule B - General Employees' Rates of Pay and Allowances** will be used respectively.

22.3 PAYMENT FOR PART-TIME AND CASUAL GENERAL EMPLOYEES

- (a) Part-time General Employees will be paid, for each hour worked during ordinary time, the applicable hourly rate as set out in:
- (i) **Table 1C - General Employees (48 weeks per year) - Unaveraged Part-time Hourly Rate of Pay of Schedule B - General Employees' Rates of Pay and Allowances** in the case of General Employees who work 48 weeks of the year;
 - (ii) **Table 1E - General Employees (School Terms only) - Averaged Part-time Hourly Rate of Pay of Schedule B - General Employees' Rates of Pay and Allowances** in the case of General Employees who work school terms or only; or
 - (iii) Such other rate as determined in accordance with **subparagraph 22.2(e)(ii)**.
- (b) Casual General Employees will be paid, for each hour worked, the applicable hourly rate set out in **Table 2 - General Employees - Casual Rates of Schedule B - General Employees' Rates of Pay and Allowances**.
- (c) Part-time and casual General Employees must be paid for a minimum of three hours for each start.
- (d) Notwithstanding **paragraph 22.3(c)**, a minimum one and one half hour start may apply to a part-time General Employee where such a General Employee is performing work in a SACC.

- (e) Notwithstanding **paragraph 22.3(c)**, a minimum two hour start may apply to a casual General Employee where such a General Employee is performing work in a SACC.
- (f) Notwithstanding paragraph 22.3 (d) a part-time General Employee who was performing work in a SACC as a part-time employee and who was employed prior to the commencement date will continue to be paid for the same number of hours for each start they would have otherwise been paid for immediately prior to the commencement date - that is a minimum two and one half hours per start provided that in the case of a part-time General Employee employed to work a broken shift, the minimum payment will be four hours for the day.
- (g) Notwithstanding paragraph 22.3 (e) a casual General Employee who was performing work in a SACC as a casual employee and who was employed prior to the commencement date will continue to be paid for the same number of hours for each start they would have otherwise been paid for immediately prior to the commencement date - that is a minimum two and one half hours per start.

22.4 MIXED FUNCTIONS AND HIGHER DUTIES

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

23. ALLOWANCES AND RELATED EXPENSES FOR GENERAL EMPLOYEES

23.1 MEAL ALLOWANCE

Where a General Employee is required to work more than two hours of

overtime after the completion of five hours work, the Employer will provide the General Employee with a suitable meal or a meal allowance as set out in **Table 3 - Allowances for General Employees of Schedule B - General Employees' Rates of Pay and Allowances**.

23.2 FIRST AID ALLOWANCE

- (a) A General Employee will be paid a first aid allowance as set out in **Table 3 - Allowances for General Employees of Schedule B - General Employees' Rates of Pay and Allowances** when they:
- (i) are required by their Employer to perform first aid duty;
 - (ii) have been trained to render first aid; and
 - (iii) hold current and appropriate first aid qualifications, such as a certificate from the St John Ambulance or similar body.

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

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

23.3 HEALTH CARE PROCEDURES ALLOWANCE

- (a) A General Employee who is required by an Employer from time to time to perform, or supervise, health care procedures on children of the Centre will be paid an allowance in accordance with **Table 3 - Allowances for General Employees of Schedule B - General Employees' Rates of Pay and Allowances**. Provided that if the General Employee is employed on a part-time basis, they will instead receive the applicable daily rate set out in that Table.
- (b) All health care procedures will be in accordance with a medical plan developed by the child's treating practitioner and provided to the Employer from the child's parent(s)/guardian(s)/caregiver(s). For the purposes of this allowance a health care procedure means any one of the following:
- (i) Tube feeding - This includes feeding via a gastrostomy or nasogastric tube but does not include tube insertion.
 - (ii) Suctioning - This includes shallow suctioning including removal of secretions from the mouth, nose or around the tracheotomy tube. This does not include tracheotomy tube changes.
 - (iii) Assisted toileting - This includes assisting with self-catheterisation or catheter drainage equipment (urethral or suprapubic) and aerating/emptying a colostomy bag. Provided that General Employees will not be required to conduct the insertion of an indwelling urinary catheter.
- (c) This allowance is only paid when:
- (i) Such procedures and/or supervision is required by the Employer; and

- (ii) The General Employee is on duty.
- (d) A General Employee who receives this allowance may also be called upon to dispense medication to children or supervise a child who self-administers medication.

23.4 TRAVEL EXPENSES

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

23.5 TRAVEL ALLOWANCE

- (a) A General Employee required by the Employer to use their own motor vehicle in the performance of duties will be paid an allowance as set out in **Table 3 - Allowances for General Employees of Schedule B - General Employees' Rates of Pay and Allowances.**
- (b) The allowance will be calculated on a daily basis.
- (c) Where a General Employee is required to travel from their home to a location other than their usual place of employment, the General Employee is entitled to be paid the allowance for all kilometres travelled to and from such other work location, subject to:
 - (i) in the case of a General Employee who normally travels to work in their own motor vehicle, a deduction of the kilometres normally travelled to and from their usual place of employment on that day; or
 - (ii) otherwise, a deduction of the usual costs of the General Employee's journey to and from the usual place of employment (e.g. public transport fares), but only to the extent that such usual costs have not also been incurred in respect of that day.

23.6 TRAVELLING TIME

When a General Employee, in the course of their duty, is required other than in ordinary working hours to go to any place away from their usual place of employment they will 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.

23.7 UNIFORM AND LAUNDRY ALLOWANCE

In the event of a General Employee being required to wear a uniform, such uniform will be provided by the Employer and laundered at the Employer's expense. If, by mutual agreement, the General Employee is required to launder their own uniform, such General Employee will be paid an amount as set out in **Table 3 – Allowances for General Employees of Schedule B - General Employees' Rates of Pay and Allowances.**

23.8 BROKEN SHIFT ALLOWANCE

A General Employee performing work in a School Age Care Centre who is required to work a broken shift as provided for in **subclause 29.4 - Broken Shifts** will be paid a broken shift allowance as set out in **Table 3 - Allowances for General Employees of Schedule B - General Employees' Rates of Pay and Allowances** for each period of duty, with a maximum of two payments per day.

24. JUNIOR RATES

Employees under 21 years of age and employed in the position of **Educator - Level 1** will be paid at the following percentage of the adult Educator - Level 1 rate and in accordance with the table below:

| AGE IN YEARS | PERCENTAGE OF EDUCATOR LEVEL 1 RATE |
|-----------------------|-------------------------------------|
| 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% |

25. SUPPORTED WAGE

This Agreement incorporates the provisions of Schedule C to the *Educational Services (Schools) General Staff Award 2010* as in force from time to time, provided that:

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

26. NATIONAL TRAINING WAGE

A General Employee employed on a national training wage will have their employment conditions regulated by sub-clause 21.2 National training wage of the Educational Services (Schools) General Staff Award 2010.

27. SUPERANNUATION

27.1 DEFINITIONS

For the purposes of this clause:

- (a) “Basic Earnings” means:
- (i) the minimum annual rate of salary/ wage prescribed from time to time for the Employee by **Clause 19 - Salaries for Teachers, Clause 20 - Early Learning Centre Teacher Directors** and **Clause 22 - Rates of Pay for General Employees**;
 - (ii) in the case of General Employees, allowances pursuant to **subclauses 23.2, 23.3, and 23.8**;
 - (iii) the amount of any payment made to the Employee pursuant to **Clause 35 - Annual Adjustment of Salary Formula, and Clause 42 Termination of Employment**; and
 - (iv) any other payment that is ‘ordinary time earnings’ (OTE) as defined in subsection 6(1) of the *Superannuation Guarantee (Administration) Act 1992* (SGAA).
- (b) “Fund” means:
- (i) NGS Super;
 - (ii) The Australian Catholic Superannuation and Retirement Fund (ACSRF); and
 - (iii) any other superannuation fund approved in accordance with the Commonwealth’s operational standards for occupational superannuation funds which the Employee is eligible to join and which is approved by the Employer as a fund into which an Employee of that Employer may elect to have the Employer pay contributions made pursuant to this Agreement in respect of that Employee;

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

27.2 BENEFITS

- (c) Each Employer will, in respect of each Employee employed by the Employer, and subject to the provisions of **subclause 27.4**, pay superannuation contributions into the Fund nominated by the Employee at the rate of 9.5 per cent of the Employee’s Basic Earnings.
- (d) The percentage rate in **paragraph 27.2(a)** reflects, and will increase to reflect any future increases to, the “Charge Percentage” as set out in section 19 of the SGAA. Any such future increases to the percentage rate in **paragraph 27.2(a)** will take effect at the date of commencement of any such increase to the Charge Percentage.
- (e) Where a new Employee commences employment with the Employer, the Employer will advise the Employee in writing of the Employee’s superannuation entitlements under this Agreement and of the available Funds within two weeks of the date of commencement of employment. The Employee will advise the Employer in writing of their choice of Fund (as defined in **paragraph 27.1(b)**). If the Employee does not nominate a Fund, the Employer may nominate a default Fund. NGS Super will be made available by the Employer to each Employee.

- (f) Where a casual Employee has, at any time prior to the commencement date, met the requirements to be a “Qualified Employee” with the Employer under the superannuation provisions of any agreement, transitional industrial instrument or other industrial instrument that applied to the Employee at the relevant time, then the Employer will continue to make superannuation contributions to that casual Employee under this subclause in respect of all days worked.

27.3 TRANSFERS BETWEEN FUNDS

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

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

27.4 EXCEPTIONS

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

- (a) is absent from his or her employment without pay, for such period of absence without pay; or
- (b) subject to the provisions of **paragraph 27.2(d)** (Qualified Employee), earns less than \$450 salary per month; or
- (c) is under the age of 18 years old and works less than 30 hours per week; or
- (d) is otherwise referred to in section 27 of the SGAA.

PART 7

HOURS OF WORK

28. HOURS OF WORK FOR TEACHERS

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

29. HOURS OF WORK FOR GENERAL EMPLOYEES

29.1 ORDINARY HOURS OF WORK

- (a) The ordinary hours of work, of a full-time General Employee exclusive of meal breaks will not, without the payment of overtime, exceed 38 per week (or 76 hours rostered over a fortnight).
- (b) The ordinary hours of work will be worked between the hours of 6.30am and 6.30pm Monday to Friday inclusive.
- (c) The parties to this Agreement acknowledge that there may be circumstances where an individual General Employee would prefer to work outside the prescribed ordinary span of hours. In these circumstances, the Employee's span of ordinary hours may be changed by way of an individual Flexibility Arrangement, as set out in **Clause 5 - Individual Flexibility Arrangement**. Work performed within the revised span of hours will not attract overtime rates.
- (d) The Employer will fix the General Employee's ordinary hours of work and the ordinary time of meal breaks. This will be displayed in a conspicuous place accessible to the Employee or in their contract of employment. A General Employee's hours of work will not be changed without payment of overtime for work done outside the fixed hours, unless seven days notice has been given, or a lesser period where there is mutual agreement by the Employer and General Employee.

29.2 PART-TIME GENERAL EMPLOYEES

- (a) The span of ordinary hours of work will be the same as those worked by full-time General Employees as provided in **subclause 29.1** provided that the ordinary hours of work will not exceed eight hours per day, exclusive of meal breaks.
- (b) Part-time General Employees who work additional hours will be paid at the casual rate of pay applicable to the General Employee's position, provided that overtime rates will instead be payable in respect of any:
 - (i) hours worked outside the span of ordinary hours;
 - (ii) hours that are worked in excess of eight hours per day; and
 - (iii) hours that are worked in excess of 38 hours per week.

29.3 CASUAL GENERAL EMPLOYEES

The span of ordinary hours of work for casual General Employees will be the same as those worked by full-time General Employees and set out in **subclause 29.1**.

29.4 BROKEN SHIFTS

- (a) A part-time General Employee employed in a School Age Care Centre may be rostered to work ordinary hours in a broken shift, comprising of two periods of duty per day (exclusive of meal breaks), with one of the periods of duty being a minimum of one and one half hours, and with a minimum payment of four hours for both periods of duty.
- (b) The maximum spread between the start of the first period of duty and the cessation of the second period of duty is 12 hours. Any hours in excess of these 12 hours will be paid as overtime.
- (c) General Employees working a broken shift will receive payment of the broken shift allowance as set out in **subclause 23.8**.

30. WORK DURING PUPIL VACATION PERIODS FOR GENERAL EMPLOYEES

30.1 General Employees who are not engaged to work for 48 weeks per year and who receive an averaged rate of pay in accordance with **subclause 22.2** may be required by the Employer to undertake additional occasional work during school pupil vacation periods. Unless otherwise agreed by the Employer and General Employee, the additional occasional work during pupil vacation periods will not exceed seven days per school year.

30.2 Where an Employer requires that work be performed during pupil vacation periods pursuant to **subclause 30.1** the following will apply:

- (a) the Employer will give the General Employee four term weeks written notice of the requirement to work during the pupil vacation period;
- (b) the notice will specify the time the General Employee is to work during the pupil vacation period;
- (c) the General Employee will not be required to work on days other than their normal working days per week and their normal working hours on those days;
- (d) the General Employee will not be required to work during the period of their four weeks of annual leave which, unless otherwise agreed, will typically be taken in a consecutive period during the school summer vacation. Public holidays extend the actual period of time off work during the December/January closedown;
- (e) Notwithstanding the above, a General Employee may agree to waive the conditions found in **paragraphs 30.2(a), (b), (c) or (d)**.

30.3 PAYMENT FOR WORK DURING PUPIL VACATION PERIODS

- (a) Subject to **subclauses 30.1** and **30.2**, the General Employee will be paid for each day worked during a pupil vacation period at the appropriate casual rate for the General Employee's classification.
- (b) The casual rate will be in addition to the usual averaged rate of pay received by the General Employee per **subclause 22.2**.
- (c) If a General Employee is notified by the Employer in accordance with **subclause 30.2** and then not required to work on any day notified they will be paid at the appropriate part-time rate of pay for the General Employee's classification for that period(s), in addition to his or her ordinary pay.

30.4 GENERAL EMPLOYEE HAS PRIOR COMMITMENTS

- (a) If a General Employee is unable to work during a particular week during a pupil vacation period because of family commitments or other activities planned during that week, the General Employee will give the Employer notice of their unavailability for that particular week. This should be given at the time the Employer advises of the requirement to work during the pupil vacation period.
- (b) If despite the notice of the General Employee's unavailability to work during one particular week in the pupil vacation period in accordance with **paragraph 30.4(a)**, an Employer still requires the General Employee to work during that particular week, discussions will be held between the Employer and the General Employee and/or their Union.

30.5 WORK HEALTH AND SAFETY

A General Employee will not be required to be the only person present at the Centre.

31. TEMPORARY TRANSFER DURING PUPIL VACATION PERIODS

An Educator or an Early Learning Centre Educator may be required during a school pupil vacation period to temporarily transfer to a Centre that is not their usual location of work. This requirement may arise due to the operational requirements of the Employer such as but not limited to a decrease in school holiday program enrolments where appropriate work is not available at the Employee's usual Centre. Provided that:

- (a) the Educator or Early Learning Centre Educator will be notified in writing that they may be required to temporarily transfer not less than three weeks before the commencement of the relevant pupil vacation period;
- (b) the Employer will consult with the Educator or Early Learning Centre Educator about the temporary transfer;
- (c) when consulting with the Educator or Early Learning Centre Educator, the Employer will have regard to the Employee's family responsibilities and adequate transport arrangements to the temporary location;
- (d) appropriate work will mean such work as is available and that the Educator or Early Learning Centre Educator is capable of performing;

- (e) the Educator or Early Learning Centre Educator will be paid for such work at the rate of pay applicable to the work being performed or at their usual rate of pay, whichever is higher; and
- (f) the Educator or Early Learning Centre Educator will be paid a travel allowance in accordance with **subclause 23.5 - Travel Allowance** and for additional travel time in accordance with **subclause 23.6 - Travelling Time**, if applicable.

32. OVERTIME FOR GENERAL EMPLOYEES

32.1 REQUIREMENT TO PERFORM REASONABLE OVERTIME

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

32.2 OVERTIME RATES

- (a) A General Employee will be paid overtime for all authorised work performed outside of the ordinary hours of work, as provided in the relevant subclauses of **Clause 29 - Hours of Work for General Employees** as follows:

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

- (b) In calculating overtime, each day's work will stand alone.
- (c) For work performed on Sunday a General Employee will be paid at the overtime rate calculated in accordance with **paragraph 32.2(a)** for a minimum payment of four hours' work.

32.3 MINIMUM BREAK BEFORE RESUMPTION OF DUTY

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

32.4 TIME OFF INSTEAD OF OVERTIME PAYMENT

- (a) Where a General Employee has performed work on overtime, the General Employee may elect, with the consent of the Employer, to take time off in lieu of payment for overtime at a time or times agreed with the Employer within 12 months of the election. Such election will be evidenced in writing and kept with time and wages records.
- (b) Overtime taken as time off during ordinary time hours will be taken at the ordinary time rate, that is, an hour for each hour worked, in respect of overtime worked between Monday and Friday inclusive.
- (c) Normal overtime rates for Saturday and Sunday as set out in **paragraph 32.2(a)** will typically apply for those days, provided that a General Employee may request that the Employer provide time off instead of payment of overtime equivalent to the number of hours of payment the Employee would have received had they been paid overtime for such work.
- (d) A General Employee may not accumulate more than 20 hours to be taken as leave in lieu of overtime payment.
- (e) A General Employee will be paid any outstanding time in lieu of overtime at the appropriate overtime rate provided for in **subclause 32.2** if:
 - (i) such leave has not been taken within 12 months of accrual; or
 - (ii) the General Employee's employment terminates.

32.5 RECALL TO WORK

- (a) A General 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) will be paid a minimum of two hours pay at the appropriate rate for each such attendance.
- (b) This subclause will not apply where a period of duty is continuous with the completion or commencement of ordinary working time (notwithstanding that

the Employer may allow the General Employee a reasonable meal break before, during or after such attendance).

32.6 MAKE UP TIME

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

33. MEAL AND REST BREAKS AND NON-CONTACT TIME

33.1 MEAL BREAK FOR TEACHERS

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

33.2 MEAL BREAK FOR GENERAL EMPLOYEES

A General Employee is entitled to a meal break, of not less than 30 minutes and not more than one hour, free of duties, which will be taken no later than five hours after commencing work. Such meal break will not be counted as time worked and is unpaid.

33.3 REST BREAK FOR GENERAL EMPLOYEES (EXCEPT EDUCATORS)

Subject to **subclause 33.4 - Rest Breaks for Educators Working In A School Age Care Centre**, a General Employee who works three hours or more in a day will be entitled to a paid rest break of ten minutes, which will be counted as time worked and taken at a time suitable to the Employer.

33.4 REST BREAKS FOR EDUCATORS WORKING IN A SCHOOL AGE CARE CENTRE

- (a) An Educator working in a SACC working four hours or more on any engagement shall be allowed without deduction of pay a rest period of 15 minutes. Provided that an Educator working in a SACC working six and one half hours or more per engagement will be allowed without deduction of pay two separate rest periods of 15 minutes. An Educator working in a SACC working six and one half hours may, by mutual agreement, forego one rest pause.
- (b) No rest pause shall be given or taken within one hour of the Educator's commencing or ceasing time or within one hour before or after a meal or rest break unless by mutual agreement between the Educator and the Employer.
- (c) The rest periods will be uninterrupted.

33.5 NON-CONTACT TIME

General 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. The time is to be spent on planning, preparing, researching and programming activities.

34. ANNUAL LEAVE

34.1 ENTITLEMENT

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

34.2 TAKING OF LEAVE

- (a) Teachers are required to take annual leave in a consecutive period at the commencement of the school summer vacation each year.
- (b) General Employees are ordinarily required to take annual leave in a consecutive period at the commencement of the school summer vacation, except where the Employer and the General Employee agree in writing to the contrary.
- (c) Annual leave is exclusive of public holidays (in accordance with **Clause 36 – Public Holidays**).
- (d) Annual leave must be re-credited in accordance with the Act. The Employer may direct that, in the case of a Teacher, any re-credited leave be taken during non-term weeks.

34.3 ANNUAL LEAVE LOADING

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

35. ANNUAL ADJUSTMENT OF SALARY FORMULA

35.1 APPLICATION

This clause will apply in lieu of the corresponding annual leave provisions of the Act and notwithstanding any other clauses of this Agreement.

35.2 This clause only applies to full-time and part-time Teachers, and General Employees who receive an averaged rate of pay in accordance with **subclause 22.2**, in circumstances where:

- (a) The Employee has commenced employment after the school service date; and/or
- (b) The Employee takes approved leave without pay or unpaid parental leave for a period which (in total) exceeds 20 pupil days in any year; and/or
- (c) The Employee's normal working hours have varied since the school service date; and/or
- (d) The Employee's employment ceases prior to the end of the school year.

35.3 This clause includes formulas for determining payment during non-term periods, including payment for annual leave. As a result of the operation of this clause, an Employee will not be paid an amount less than they would otherwise be entitled to as payment for annual leave under the Act, in respect of a year of employment.

35.4 CALCULATION OF PAYMENTS

- (a) A payment made pursuant to **paragraphs 35.2(a), (b) or (d)** will be calculated in accordance with the following formula:

| STEP | FORMULA |
|------|------------------------------|
| 1 | $\frac{(A \times B)}{C} = D$ |
| 2 | $D - E = F$ |
| 3 | $\frac{(F \times G)}{2} = H$ |

Where:

| | |
|---|--|
| A | is the number of term weeks worked by the Employee since the school service date |
| B | is the number of non-term weeks in the school year |
| C | is the number of term weeks in the school year |

| | |
|---|--|
| D | is the result in weeks |
| E | is the number of non-term weeks worked by the Employee since the school service date |
| F | is the result in weeks |
| G | is the Employee's current fortnightly rate of pay/ salary |
| H | is the amount due |

(b) A payment made pursuant to **paragraph 35.2(c)** to an Employee whose normal hours have varied will be calculated in accordance with the following formula:

| STEP | FORMULA |
|------|------------------------------|
| 1 | $A - B = C$ |
| 2 | $\frac{(C \times D)}{E} = F$ |
| 3 | $F - B = G$ |

Where:

| | |
|---|---|
| A | is the total salary/wages paid to the Employee since the school service date |
| B | is the salary/ wages paid to the Employee in respect of non- term weeks since the school service date |
| C | is the salary/ wages paid to the Employee in respect of term weeks since the school service date |
| D | is the total number of non-term weeks in the school year |
| E | is the total number of term weeks in the school year |
| F | is the result in dollars |
| G | is the amount due |

35.5 EMPLOYEES WHO COMMENCE EMPLOYMENT AFTER THE SCHOOL SERVICE DATE

An Employee who commences employment after the school service date will be paid from the date the Employee commences, provided that, at the end of Term 4, the Employee will be paid an amount calculated pursuant to **subclause 35.4** and will receive no other salary/wages until their return to work in the following school year.

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

35.6 EMPLOYEES WHO TAKE APPROVED LEAVE WITHOUT PAY OR UNPAID PARENTAL LEAVE

- (a) Where an Employee takes leave without pay or unpaid parental leave with the approval of the Employer for a period which (in total) exceeds 20 pupil days in any year, the Employee will receive payment calculated in accordance with this clause as follows:
 - (i) if the leave commences and concludes in the same school year payment will be calculated and made at the conclusion of Term 4 of that school year.
 - (ii) if the leave is to conclude in a school year following the school year in which the leave commenced:
 - (A) at the commencement of the leave a payment will be calculated and made in respect of the school year in which the leave commences; and
 - (B) at the end of Term 4 in the school year in which the leave concludes a payment will be calculated and made in respect of that school year.
- (b) Where an Employee who has received a payment pursuant to **subparagraph 35.6(a)(ii)** returns from leave in the same year rather than the next school year as anticipated, then the Employee will be paid at the conclusion of Term 4 as follows:
 - (i) by applying the formula in **paragraph 35.4(a)** as if no payment had been made to the Employee at the commencement of leave; and
 - (ii) by deducting from that amount the amount earlier paid to the Employee.

35.7 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 will be paid throughout the summer pupil vacation as follows:

- (a) the amount due pursuant to the formula in **paragraph 35.4(b)** will be calculated; and
- (b) the Employee will 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 likely 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).

36. PUBLIC HOLIDAYS

- 36.1** For the purposes of this Agreement, public holidays are as defined in the Act and include New Year's Day, Australia Day, Good Friday, Easter Saturday, Easter Monday, Canberra Day, Anzac Day, Queen's Birthday, Reconciliation Day (ACT based Employees only), , Labour Day, Christmas Day, Boxing Day, and any other day, or part day, recognised under the NES as a public holiday.
- 36.2** In addition to the public holidays set out in **subclause 36.1**, a General Employee who is required to work 48 weeks per year, in accordance with **subclause 22.1**, will be entitled to one additional holiday in each calendar year, which must be taken within that calendar year. This additional holiday will be observed on 27 December. Such additional holiday may be observed on an alternative day to that set out above if agreed to by the majority of affected Employees in a Centre and their Employer.
- 36.3** An Employee is entitled to be absent from their employment on a day or part day that is a public holiday in the place where the Employee is based for work purposes.
- 36.4** Full-time and part-time Employees will be entitled to the above holidays without loss of pay, provided that an Employee will only be paid for such holidays that occur on days the Employee is normally or regularly rostered to work their ordinary hours.
- 36.5** An Employer may request an Employee to work on a public holiday if the request is reasonable. An Employee may refuse the request if the request is not reasonable or the refusal is reasonable. In determining whether a request or refusal of a request to work on a public holiday is reasonable, consideration will be given to criteria set out in section 114(4) of the Act.
- 36.6** Where a General Employee has agreed to a request to work on a public holiday specified in **subclause 36.1**, they will be paid at the rate of double time and one-half the ordinary time rate with a minimum payment of two hours.

37. PERSONAL/CARER'S LEAVE

37.1 ENTITLEMENT TO PAID PERSONAL/CARER'S LEAVE

- (a) A Teacher employed from 1 January 2017 will receive a one-off entitlement to 15 days Personal/Carer's Leave upfront (pro rata for a part-time Teacher) on commencement of their first temporary block or permanent appointment in addition to that provided in **paragraph 37.1(b)**. This one-off entitlement will not apply where the Teacher has transferred their accrued Personal/Carer's Leave from a participating employer as provided in **Annexure B – Personal/Carer's Leave Portability (NSW/ACT Catholic Systemic Schools and Participating NSW/ACT Catholic Independent Schools)**.

FROM 1 JANUARY 2017 – ALL EMPLOYEES

- (b) From 1 January 2017, a full-time Employee will be entitled to 15 days Personal/Carer's Leave for each year of service. Personal/Carer's Leave will accrue progressively during a year of service according to an Employee's ordinary hours of work.
- (c) A part-time Employee will be entitled to paid Personal/ Carer's Leave in proportion to that number of hours they work in proportion to a full-time Employee.
- (d) An Employee may take paid Personal/Carer's Leave if the leave is taken:
 - (i) because the Employee is not fit or able to work due to a personal illness, or personal injury, or unexpected personal emergency, or domestic violence affecting the Employee; or
 - (ii) to provide care or support to a member of the Employee's immediate family, or household member, and who requires care or support because of:
 - (A) a personal illness, or personal injury; or
 - (B) an unexpected emergency; or
 - (C) domestic violence.
- (e) For the purposes of this clause an 'unexpected personal emergency' is a circumstance that is unplanned, due to circumstances beyond the Employee's control and is of an urgent and serious nature that requires the urgent attendance of the Employee. An 'unexpected emergency' is a circumstance that is unplanned, due to circumstances beyond the Employee's immediate family or household member's control and is of an urgent and serious nature that requires the urgent attention of the Employee to attend and provide care or support. The urgent circumstance must be of such a nature that it cannot be arranged outside of work time.
- (f) When an Employee takes a period of paid Personal/Carer's Leave, the Employer must pay the Employee at the Employee's base rate of pay for the Employee's ordinary hours of work in the period. For the purposes of this clause 'base rate of pay' means the rate of pay payable to the Employee for his or her ordinary hours of work, but not including any loadings, monetary allowances (excepting promotion position allowances paid to Teachers and the first aid allowance paid to General Employees pursuant to **paragraph 23.2 (c)** or overtime.
- (g) An Employee is not to take paid Personal/Carer's Leave for any period in respect of which the Employee is entitled to workers compensation.
- (h) Where applicable, if a public holiday occurs during an Employee's absence on Personal/ Carer's Leave then such public holiday will not be counted as Personal/Carer's Leave.

37.2 NOTICE REQUIREMENTS

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

- (a) their intention to take Personal/Carer's Leave;
- (b) the reason for their absence, being a reason specified in **paragraph 37.1(d)**; and
- (c) the period, or expected period of their leave.

37.3 EVIDENCE REQUIREMENTS

- (a) Evidence will not be required for the first three days of Personal/Carer's Leave taken by an Employee in a calendar year. For subsequent absences, the provisions set out in **paragraphs 37.3(b) to (e)** will apply.
- (b) **FOR PERSONAL ILLNESS OR INJURY:**
 - (i) An Employee will, upon request, provide evidence to the Employer for each absence of two consecutive days or more due to personal illness or injury.
 - (ii) Evidence may be obtained from either a medical practitioner or from a registered health practitioner. In accordance with the *Health Practitioner Regulation National Law (ACT)* a registered health practitioner means an individual who practises one of the following professions including its specialities:
 - Chiropractic
 - Dental (including the profession of a dentist, dental therapist, dental hygienist, dental prosthetist and oral health specialist)
 - Medical
 - Nursing and midwifery
 - Optometry
 - Osteopathy
 - Pharmacy
 - Physiotherapy
 - Podiatry
 - Psychology
 - Aboriginal and Torres Strait Islander health practice
 - Chinese medicine
 - Medical radiation practice; or
 - Occupational therapy.
- (c) **FOR UNEXPECTED PERSONAL EMERGENCY OR DOMESTIC VIOLENCE,** an Employee will, upon request, provide documentation acceptable to the Employer or a statutory declaration, outlining the nature of the unexpected personal emergency, or the fact of domestic violence, and that such circumstance prevented the Employee from attending work.
- (d) **TO PROVIDE CARE OR SUPPORT TO A MEMBER OF THE EMPLOYEE'S IMMEDIATE FAMILY OR HOUSEHOLD MEMBER,** an Employee will, upon request:
 - (i) produce a certificate from a registered medical practitioner or certificate or other evidence from a registered health practitioner, or statutory declaration, establishing the illness or injury of the person concerned and that the illness or injury is such as to require care by another person; or
 - (ii) produce documentation acceptable to the Employer or a statutory declaration, establishing the nature of the unexpected emergency, and that

such unexpected emergency resulted in the person concerned requiring care by the Employee.

- (e) In normal circumstances, an Employee must not take Personal/Carer's Leave pursuant to **subparagraph 37.1(d) (ii)** where another person had taken leave to care for the same person.

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

- (a) Notwithstanding **subclause 37.3**, where an Employee has either:
 - (i) taken frequent single days of Personal/Carer's Leave; or
 - (ii) taken extended Personal/Carer's Leave; or
 - (iii) taken frequent days of Personal/Carer's Leave immediately before and/or after a public holiday, or immediately before and/or after a pupil vacation period;

the Employer may take the following action:

- (iv) arrange a meeting in order to clarify their concerns with the Employee;
 - (v) invite the Employee to respond verbally to the issues raised by the Employer; and
 - (vi) allow the Employee, if they wish, to seek the assistance of a support person during meetings (this may include a Union representative).
- (b) After consideration of the Employee's response, the Employer may:
 - (i) require further evidence of illness/ injury or care/support responsibility;
 - (ii) request the Employee to obtain a second opinion from another doctor at the Employer's cost;
 - (iii) request a more detailed estimation of the likely length of the absence;
 - (iv) require the Employee to obtain a medical report (at the Employer's cost) in relation to the likely period of absence;
 - (v) discuss with the Employee any other action. This may include but is not limited to the Employee applying for flexible working arrangements.
 - (c) Action will only be taken pursuant to this subclause following consultation between the Director of the Centre and the relevant CEO representative.

37.5 ACCUMULATION OF PERSONAL/CARER'S LEAVE

From the first full pay period on or after 1 January 2017, if the full period of Personal/Carer's Leave is not taken in any year, the whole or any untaken portion will be cumulative from year to year. No Employee will be subject to a cap on the maximum number of Personal/Carer's leave days that can accumulate from year to year.

37.6 PORTABILITY

An Employee who was previously employed with a participating employer listed

in **Annexure B – Personal/Carer’s Leave Portability (NSW/ACT Catholic Systemic Schools and Participating NSW/ACT Catholic Independent Schools)**, may be eligible for portability of Personal/Carer’s Leave. Arrangements for portability of Personal/Carer’s Leave are set out in that Annexure.

37.7 UNPAID LEAVE FOR CARING PURPOSES

- (a) An Employee, including a casual Employee, is entitled to take up to two days unpaid carer’s leave for each occasion that a member of the Employee’s immediate family, or household requires care or support due to:
 - (i) a personal illness or personal injury affecting the member; or
 - (ii) an unexpected emergency affecting the member; or
 - (iii) the birth of a child.
- (b) An Employee cannot take unpaid carer’s leave under this subclause if the Employee could instead take paid Personal/Carer’s Leave.
- (c) An Employee’s entitlement to take unpaid carer’s leave under this subclause is subject to the Employee meeting the notice requirements set out in **subclause 37.2**, and the evidence requirements set out in **subclause 37.3**.
- (d) The Employer must not fail to re-engage a casual Employee because the Employee accessed the entitlements provided for in this clause. The rights of the Employer to engage or not to engage a casual Employee are otherwise not affected.

37.8 INFECTIOUS DISEASES LEAVE

A General 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:

| DISEASE | LEAVE WITH PAY |
|--------------------------|--------------------------------------|
| 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 a 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 |
| Active Tuberculosis | 20 working days or as decided by a medical practitioner |

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 will not be deducted from the Personal/Carer's Leave entitlement of the Employee.

37.9 SPECIAL LEAVE

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

38. PARENTAL LEAVE AND RELATED ENTITLEMENTS

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

38.1 PAID PARENTAL LEAVE (PRIMARY CARE-GIVER)

- (a) An Employee will be entitled to take paid parental leave in accordance with this subclause if:
 - (i) they have an entitlement to and take parental leave under the Act; and
 - (ii) they will be the primary person responsible for the care of the child from the child's date of birth (being birth-related leave under the Act) or, in the case of adoption (being adoption-related leave under the Act) from the child's date of placement with the Employee.
- (b) Paid parental leave will be paid for 14 weeks at the rate of pay the Employee would have received, if the Employee had not taken parental leave. For example, where an Employee is on flexible working arrangements at the time of taking parental leave, the rate of pay will be at the rate at the time of taking the leave, i.e. the FTE or hours of the temporary arrangement rather than the permanent FTE or hours of the Employee. If the period of parental leave granted to the Employee is for less than 14 weeks then the period of paid parental leave will be for such lesser period.
- (c) For Teachers and General Employees not required to work 48 weeks per year (i.e. paid an averaged rate of pay in accordance with **subclause 22.2**), this period will be inclusive of non-term weeks falling within the 14 weeks, other than where an Employee works up until the last day of a term in which case the parental leave will be deemed to commence from the first day of the following school term. For the purpose of this subclause, 'Non-Term Weeks' will not include a period of four weeks of annual leave to which the employee is entitled, and which is generally taken in first four weeks of the summer vacation period.
- (d) The Employee may elect to be paid during the period of paid leave in **paragraph 38.1(b)** either in accordance with the usual Employer payment schedule or as a lump sum payment in advance.
- (e) A maximum period of 14 weeks will be counted as service where payment is made in accordance with **paragraph 38.1(b)**.
- (f) Where an Employee applies for a lump sum payment in advance under **paragraph 38.1(d)**, the Employee will give the Employer at least one months notice of intention.
- (g) If a female Employee has commenced paid parental leave and subsequently the female Employee's pregnancy results in a still birth or death of a child, the Employee will be entitled to retain payment in accordance with this subclause equivalent to the salary/wages for the period of parental leave taken by the Employee.

- (h) Paid parental leave will commence no earlier than one term prior to the expected date of birth or, in the case of adoption, from the date of the child's placement with the employee for adoption.
- (i) The Employer may deduct payment for any absence of the Employee (to which the Employee, but for this clause, would have been entitled under **Clause 37 - Personal/Carer's Leave**) in the period four calendar weeks prior to the expected date of birth, from the payment of paid parental leave to which the Employee is entitled pursuant to this clause.
- (j) Non-term weeks within the period of paid parental leave will be deemed to be non-term days worked by the Teacher or General Employee for the purpose of **Clause 35 - Annual Adjustment of Salary Formula**.
- (k) An Employee on paid parental leave in accordance with this clause will not be employed as a casual employee by their Employer during such paid leave.
- (l) Where an Employee gives birth to a child whilst on unpaid leave (other than parental leave in relation to the birth of the same child) the Employee will be entitled to parental leave in accordance with the Act. However, the Employee will not be entitled to an additional 14 weeks payment in accordance with **paragraph 38.1(b)**.

Notation:

The Employer is of the view that, in the case of Teachers and General Employees not required to work 48 weeks per year (i.e. paid an averaged rate of pay subject to **subclause 22.2**), parental leave should preferably commence on the day following the last teaching day of a term and conclude on the day preceding the first teaching day of a term. In order to facilitate this practice, the Employers are prepared to extend the period of parental leave beyond the maximum entitlement of the Act, should the Employee agree to return from parental leave at the commencement of the term immediately following the maximum period to be afforded by the Act.

38.2 PAID PARENTAL LEAVE (NOT PRIMARY CAREGIVER)

- (a) Where an Employee has an entitlement to, and takes, parental leave under the Act but is not the primary person responsible for the care of the child, the Employee will be entitled to paid parental leave in accordance with this subclause.
- (b) A Employee will be entitled to one day of leave with pay on the date of their child's birth, or on the day on which their child or the primary person responsible for the care of the child leaves hospital following the child's birth, or in the case of adoption, the date of the child's placement.
- (c) In addition to the entitlement in **paragraph 38.2(b)**, an Employee will be entitled, subject to this subclause, to take paid parental leave in one continuous period not exceeding two weeks. The first week of such leave will be paid by the Employer and the second week of such leave will be deducted from, and will not exceed, the Employee's entitlement to paid personal/carer's leave in **Clause 37 - Personal/Carer's Leave**.

- (d) The Employee will be entitled to take such parental leave in the four weeks before the date, or expected date, of 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 take leave at a time outside the period specified in this paragraph. If the Employee chooses to agree to the Employer's request, such agreement will be recorded in writing. In the case of adoption, unless otherwise agreed by the Employer, an Employee's entitlement to take paid parental leave cannot start earlier than, the date of the child's placement.
- (e) The entitlement to paid parental leave in **paragraphs 38.2(b) and 38.2(c)** is inclusive of, and not in addition to, the Employee's entitlement to take unpaid concurrent leave in accordance with the Act.
- (f) The Employee must give a minimum of four weeks written notice of the dates on which the Employee proposes to start and end the period of paid parental leave. The proposed dates may be varied by further written notice, subject to the provisions of **paragraph 38.2(d)** above.

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

For the purposes of eligibility for paid parental leave under this clause, an Employee who is not eligible for such leave because he or she has less than 12 months continuous service as required under the Act, will nevertheless be deemed to have completed 12 months of continuous service with the Employer if, immediately prior to commencement of service with the Employer, they had 12 months of continuous service with a Catholic Independent School operating in NSW or the ACT or a school operated by one of the employers listed below:

- (i) Trustees of the Roman Catholic Church Diocese of Armidale;
- (ii) the Trustees of the Roman Catholic Church for the Diocese of Bathurst;
- (iii) the Trustees of the Roman Catholic Church for the Diocese of Broken Bay;
- (iv) the Trustees of the Roman Catholic Church for the Diocese of Lismore;
- (v) the Trustees of the Roman Catholic Church for the Diocese of Maitland-Newcastle on behalf of the Catholic Schools Office;
- (vi) Dr Dan White, Executive Director of Catholic Schools and legal representative of the Catholic Education Office Sydney;
- (vii) the Catholic Education Office, Diocese of Parramatta;
- (viii) the Trustees of the Roman Catholic Church for the Diocese of Wagga Wagga;
- (ix) the Diocese of Wilcannia-Forbes (the Trustees of the Roman Catholic Church for the Diocese of Wilcannia-Forbes); and
- (x) the Trustees of the Roman Catholic Church as Trustees for the Wollongong Diocese Catholic School System.

38.4 CASUAL EMPLOYEES

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

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

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

38.5 COMMUNICATION DURING PARENTAL LEAVE

- (a) Where an Employee is on parental leave and a definite decision has been made to introduce significant change at the workplace, the Employer will take reasonable steps to:
 - (i) make information available in relation to any significant effect the change will have on the status or responsibility level of the position the Employee held before commencing parental leave; and
 - (ii) provide an opportunity for the Employee to discuss any significant effect the change will have on the status or responsibility level of the position the Employee held before commencing parental leave.
- (b) The Employee will take reasonable steps to inform the Employer about any significant matter that will affect the Employee's decision regarding the duration of parental leave to be taken, whether the Employee intends to return to work, and whether the Employee intends to request to return to work on a part-time basis.
- (c) The Employee will also notify the Employer of changes of address or other contact details that might affect the Employer's capacity to comply with **paragraph 38.5(a)**.

38.6 RIGHT TO REQUEST EXTENSION OF PARENTAL LEAVE

- (a) An Employee entitled to parental leave may request the Employer to allow the Employee to extend the period of simultaneous unpaid parental leave up to a maximum of eight weeks, or to extend the period of unpaid parental leave for a further continuous period of leave not exceeding 12 months.
- (b) The request and the response must comply with the provisions of **Clause 10 - Right to Request Flexible Working Arrangements**.

39. LONG SERVICE LEAVE

39.1 APPLICABILITY OF LONG SERVICE LEAVE ACT 1976 (ACT).

The provisions of the *Long Service Leave Act 1976 (ACT)*, as applicable, will apply except to the extent that this Agreement provides for a more favourable outcome in a particular respect.

39.2 LONG SERVICE LEAVE ENTITLEMENT FOR TEACHERS

The long service leave entitlement of a Teacher will be:

- (a) in respect of full-time service of less than ten years service, 6.5 days per year of service;
- (b) in respect of full-time service completed by the Teacher of 10 or more years, 10 days per year of service; and
- (c) in respect of part-time service completed by the Teacher, a pro rata amount of the entitlement in **paragraphs 39.2(a) and (b)**, calculated according to the FTE load of the Teacher during the period of part-time service.

39.3 LONG SERVICE LEAVE ENTITLEMENT FOR GENERAL EMPLOYEES

The long service leave entitlement of a General Employee will be:

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

39.4 ACCRUAL OF LONG SERVICE LEAVE UNDER PREVIOUS INDUSTRIAL INSTRUMENTS

Any Long Service Leave accrued by an Employee under a previous agreement or contract of employment prior to the commencement date will be preserved to the credit of the Employee. The rates of accruals under the previously applicable industrial instruments are summarised below as follows:

FOR TEACHERS:

| PREVIOUS AGREEMENT OR AWARD | CLAUSE | IN RESPECT OF THE PERIOD | CALCULATION OF LONG SERVICE LEAVE PER YEAR OF SERVICE |
|--|--------|-----------------------------------|--|
| <i>ACT Catholic Education Early Learning Centre and School Age Care Centre Enterprise Agreement 2016</i> | 39 | Before 31 July 1985 | .866 weeks per year |
| | | 1 August 1985 - 30 January 1995 | 1.05 weeks per year up to 10 years 1.5 weeks per year, or portion of a year after 10 years of service |
| | | 31 January 1995 – 31 January 2001 | 1.3 weeks per year up to 10 years 1.9 weeks per year, or portion of a year after 10 years of service |

| | |
|--------------------------------------|--|
| 1 February 2001 – 29 January 2006 | 1.3 weeks per year up to 10 years of service. 2 weeks per year, or portion of a year after 10 years of service |
|--------------------------------------|--|

| | |
|--|---|
| 30 January 2006 – Commencement Date of this Agreement | (a) 6.5 days per year up to 10 years of service; and (b) 10 days per year after 10 or more years service (c) pro rata of (a) and (b) for part-time periods of service |
|--|---|

Note:

1. As at 30 January 2006, the existing long service leave accrual of a Teacher was converted from weeks to days.

FOR GENERAL EMPLOYEES:

| PREVIOUS AGREEMENT OR AWARD | CLAUSE | IN RESPECT OF THE PERIOD | CALCULATION OF LONG SERVICE LEAVE PER YEAR OF SERVICE |
|--|--------|--|--|
| <i>ACT Catholic Education Early Learning Centre and School Age Care Centre Enterprise Agreement 2016</i> | 39 | Prior to 1 January 2001 | 0.866 weeks per year |
| | | 1 January 2001 to 29 January 2006 | 1.3 weeks per year |
| | | 30 January 2006 to the Commencement Date of this Agreement | (a) 49.4 hours per year (b) for part-time periods of services pro rata of (a) |

Note: as at 30 January 2006, the existing long service leave accrual of a General Employee was converted from days to hours.

39.5 CONDITIONS OF TAKING LONG SERVICE LEAVE

- (a) Conditions in respect of the taking of long service leave are provided in this subclause. Additional entitlements for Teachers are provided in the **Annexure A - Other Conditions of Employment Applicable to Teachers** to this Agreement.

- (b) An Employee will, at a minimum, be entitled to take any accrued long service leave upon completion of seven years service, and on completion of each additional five years service thereafter.
- (c) **NOTICE TO TAKE LEAVE**
When an Employee becomes entitled to Long Service Leave in respect of the Employee's service with the Employer, the Employer must give the Employee, and the Employee must take, the leave as soon as practicable, having regard to the needs of the Employer.
 - (i) The Employer must give the Employee not less than two school terms notice of any requirement to take leave.
 - (ii) A General Employee must provide the Employer with reasonable notice of his or her intention to take leave.
 - (iii) Unless the Employer otherwise agrees, a Teacher must give not less than two school terms notice of their intention to take leave.
- (d) Long service leave accrued by the Employee will normally be taken at the Employee's current FTE load/ weekly hours at the time of taking the long service leave, unless otherwise agreed.
- (e) **LONG SERVICE LEAVE AND PUPIL VACATION PERIODS**
 - (i) Long Service Leave will be exclusive of pupil vacation periods adjacent to or within the period of leave, except in the case of General Employees employed to work 48 weeks per year pursuant to **subclause 22.1**.
 - (ii) Where a Teacher wishes to take a short block of long service leave of less than one term immediately before or immediately after a pupil vacation period but neither in accordance with **paragraph 39.5(f)** nor in accordance with other Employer policy on long service leave, then the Employer may impose that the leave is inclusive of the pupil vacation period adjacent to or within the period of leave.
- (f) **LONG SERVICE LEAVE IN SHORT BLOCKS**
 - (i) A Teacher who has five years of continuous service may apply to access short blocks of long service leave (of less than a term). The application may be approved at the discretion of the Employer having regard to:
 - (A) the educational needs of the children;
 - (B) the critical times of the school year;
 - (C) the personal circumstances of the Teacher;
 - (D) the notice given and the period of leave requested by the Teacher; and
 - (E) if applicable, whether the total number of absences of the Teacher on long service leave in a year is in accordance with Employer policy.

- (ii) Where an application for a short block of long service leave is approved pursuant to this paragraph, the leave will be exclusive of pupil vacation periods adjacent to or within the period of leave.

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

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

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

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

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

A part-time Employee may work casually whilst on long service leave, provided he or she does not work on the days that are the normal rostered days of employment.

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

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

39.6 CASHING OUT LONG SERVICE LEAVE

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

- (a) the portion of Long Service Leave that may be cashed out must not include the minimum leave entitlement under applicable State or Territory Long Service Leave legislation. This is because it is prohibited under State and Territory Long Service Leave legislation to 'cash out' long service leave;
- (b) the Employee must elect in writing to cash out this extra portion of Long Service Leave; and
- (c) the Employee's entitlement to long service leave will be reduced by the extent of such payment.

39.7 PAYMENT OF LONG SERVICE LEAVE ON TERMINATION

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

39.8 SERVICE

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

39.9 LONG SERVICE LEAVE PORTABILITY

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

40. OTHER LEAVE

40.1 COMPASSIONATE LEAVE FOR EMPLOYEES OTHER THAN CASUAL EMPLOYEES

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

| CIRCUMSTANCE IN WHICH LEAVE IS GRANTED | MAXIMUM NUMBER OF PAID COMPASSIONATE LEAVE DAYS PER OCCASION |
|---|--|
| On the death of an immediate family member or household member (including attendance at their funeral) | 3 days |
| When an immediate family member or household member contracts or develops a personal illness or sustains a personal injury that poses a serious threat to his or her life | 2 days |

- (b) An Employee must notify the Employer as soon as practicable of their intention to take leave under **paragraph 40.1(a)** and must advise the Employer of the period, or expected period of the leave.

- (c) An Employee may be required to provide the Employer with satisfactory evidence of such death and/ or personal illness or injury.
- (d) Where an Employee takes compassionate leave in accordance with **paragraph 40.1(a)** an Employer, in its absolute discretion, may grant the Employee additional leave as leave without pay or leave with pay.
- (e) Where an Employee requests leave to attend a funeral for a person not specified in **paragraph 40.1(a)**, the Employer in its absolute discretion may grant the Employee leave, which will be deducted from the Employee's entitlement to Personal/Carer's Leave in **clause 37**.
- (f) An Employee may take compassionate leave in conjunction with Personal/Carer's leave. In determining such a request, the Employer will give consideration to the circumstances of the Employee and the reasonable operational requirements of the Centre.

40.2 COMPASSIONATE ENTITLEMENT FOR CASUAL EMPLOYEES

- (a) A casual Employee is entitled to up to three days of unpaid compassionate leave on each occasion when a member of the Employee's immediate family, or a member of the Employee's household:
 - (i) contracts or develops a personal illness that poses a serious threat to his or her life; or
 - (ii) sustains a personal injury that poses a serious threat to his or her life; or
 - (iii) dies.
- (b) A casual Employee must notify the Employer as soon as practicable of their intention to take unpaid leave in accordance with **paragraph 40.2(a)** and must advise the Employer of the period, or expected period of the leave.
- (c) A casual Employee may be required to provide the Employer with satisfactory evidence of such death and/ or personal illness or injury.
- (d) An Employer must not fail to re-engage a casual Employee because the Employee has accessed the entitlements provided in this subclause. The rights of an Employer to engage or not engage a casual Employee are otherwise not affected.

40.3 COMMUNITY SERVICE LEAVE

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

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

40.4 MILITARY RESERVE LEAVE

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

40.5 EXAMINATION AND STUDY LEAVE

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

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

40.6 OVERSEAS VOLUNTEER PROGRAMS

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

PART 9

SUSPENSION AND TERMINATION OF EMPLOYMENT

41. SUSPENSION

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

42. TERMINATION OF EMPLOYMENT

42.1 NOTICE OF TERMINATION

- (a) The Employer must not terminate an Employee's employment unless the Employer has given the Employee written notice of the day of the termination. The day of termination cannot be before the day the notice is given.
- (b) The Employer must not terminate an Employee's employment unless:
- (i) the time between the giving of notice and the day of the termination is at least the minimum period of notice set out in **paragraph 42.1(c)**, or
 - (ii) the Employer has paid the Employee payment in lieu of notice of at least the amount the Employer would have been liable to pay the Employee had the Employee continued to work until the end of the notice period.
- (c) The employment of an Employee (other than a casual Employee) will not be terminated without the provision of notice in accordance with the following table:

| EMPLOYEE | MINIMUM PERIOD OF NOTICE |
|----------|--|
| Teacher | Four school term weeks notice which must expire in the term it is given either: <ul style="list-style-type: none">(i) At the end of the said school term; or(ii) At least two weeks before the end of the said school term. |

General Employee

According to years of continuous service as set out below:

| PERIOD OF SERVICE | MINIMUM PERIOD OF NOTICE |
|---|--------------------------|
| Not more than 1 year | 1 week |
| More than 1 year but not more than 3 years | 2 weeks |
| More than 3 years but not more than 5 years | 3 weeks |
| More than 5 years | 4 weeks |

- (d) In addition to the notice periods specified in **paragraph 42.1(c)**, an Employee aged over 45 years and who has completed at least 2 years continuous service with the Employer is entitled to one additional week's notice from the Employer.
- (e) An Employee is required to give the same notice of termination to their Employer as set out in **paragraph 42.1(c)** except that there is no requirement on the Employee to give the additional notice set out in **paragraph 42.1(d)**.
- (f) The notice periods above will not affect the right of the Employer to dismiss any Employee without notice for serious misconduct and in such case salary will be paid up to the time of dismissal only.
- (g) The employment of a casual General Employee may be terminated by one hour's notice by either party or in the case of a casual Teacher a half day's notice by either party.

42.2 PAYMENT ON TERMINATION

- (a) Employees will, upon termination of employment be paid all salary or wages and other monies due, including any payments which may be due in lieu of annual leave (under the applicable provisions of **Clause 34 – Annual Leave** or **Clause 35 – Annual Adjustment of Salary Formula**) and/or long service leave.
- (b) If an Employee fails to give the notice specified in **paragraph 42.1(e)**, the Employer may withhold from any amounts payable under this Agreement, an amount for the period of notice not given by the Employee. Any such deduction made by an Employer must be in accordance with section 324 of the Act.

42.3 STATEMENT OF SERVICE

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

43. REDUNDANCY PAY

43.1 Where an Employee's employment is to be terminated due to redundancy, the Employer (subject to an application and further order of the FWC as set out in **subclauses 43.2 and 43.3**), will pay the following redundancy pay in respect of a continuous period of service:

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

| YEARS OF SERVICE | ENTITLEMENT |
|-------------------------------|----------------|
| | under 45 years |
| less than 1 year | Nil |
| 1 year and less than 2 years | 4 weeks |
| 2 years and less than 3 years | 7 weeks |
| 3 years and less than 4 years | 10 weeks |
| 4 years and less than 5 years | 12 weeks |
| 5 years and less than 6 years | 14 weeks |
| 6 years and over | 16 weeks |

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

| YEARS OF SERVICE | ENTITLEMENT |
|-------------------------------|--------------------------|
| | 45 years of age and over |
| less than 1 year | Nil |
| 1 year and less than 2 years | 5 weeks |
| 2 years and less than 3 years | 8.75 weeks |
| 3 years and less than 4 years | 12.5 weeks |
| 4 years and less than 5 years | 15 weeks |
| 5 years and less than 6 years | 17.5 weeks |
| 6 years and over | 20 weeks |

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

43.2 INCAPACITY TO PAY

- (a) Subject to an application by the Employer and further order of the FWC, an Employer may pay a lesser amount (or no amount) of redundancy pay than that contained in **subclause 43.1**.
- (b) The FWC will have regard to such financial and other resources of the Employer concerned as the FWC thinks relevant, and the probable effect paying the amount of redundancy pay in **subclause 43.1** will have on the Employer.

43.3 ALTERNATIVE EMPLOYMENT

Subject to an application by the Employer and further order of the FWC, the Employer may pay a lesser amount (or no amount) of redundancy pay than that contained in **subclause 43.1** if the Employer obtains acceptable alternative employment for an Employee.

43.4 TRANSFER TO LOWER PAID DUTIES

Where an Employee is transferred to lower paid duties following the process set out in **Clause 45 – Consultation Regarding Major Workplace Change**, the Employee will be entitled to the same period of notice of transfer as the Employee would have been entitled to if the Employee's employment had been terminated, 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 rate for the number of weeks of notice still owing.

43.5 COMPENSATION FOR LOSS OF HOURS

Where a General Employee accepts a reduction of working hours of 6 or more hours per fortnight, the General Employee will receive compensation for loss of hours. A pro rata payment will be made in accordance with the redundancy payments set out in **subclause 43.1**. This payment is a compensation for loss of hours rather than a redundancy payment for taxation purposes.

43.6 TIME OFF DURING THE NOTICE PERIOD

- (a) An Employee given notice of termination by the Employer in circumstances of redundancy must be allowed up to one day off without loss of pay during each week of notice, to a maximum of five weeks, for the purpose of seeking other employment.
- (b) If the Employee has been allowed paid leave for more than one day during the notice period for the purpose of seeking other employment, the Employee will, at the request of the Employer, be required to produce proof of attendance at an interview or the Employee will not receive payment for the time absent.

43.7 EMPLOYEE LEAVING DURING THE NOTICE PERIOD

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

43.8 NOTICE TO CENTRELINK

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

43.9 CENTRELINK EMPLOYMENT SEPARATION CERTIFICATE

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

PART 10

CONSULTATION, DISPUTE RESOLUTION AND OTHER MATTERS

44. DISPUTE RESOLUTION PROCEDURES

44.1 In the event of a dispute about:

- (a) a matter arising under this Agreement; and/or
- (b) a matter arising under the NES;

the following procedure shall be followed.

STEP 1

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

44.3 In addition to **subclause 44.2**, if the dispute relates to matters covered in **Annexure A**, the parties should attempt to resolve the dispute through a collaborative discussion during which both parties should consider the following factors in attempting to resolve the dispute:

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

STEP 2

44.4 If a dispute is unable to be resolved at the workplace, and all appropriate steps under **subclause 44.2** and, if applicable, **subclause 44.3**, have been taken, a party to the dispute may refer the dispute to the FWC.

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

- (a) The FWC will first attempt to resolve the dispute as it considers appropriate, including by mediation, conciliation, expressing an opinion or making a recommendation; and
- (b) If the FWC is unable to resolve the dispute at the first stage, the FWC may then, on application of either party:
 - (i) arbitrate the dispute; and
 - (ii) make a determination that is binding on the parties.

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

- 44.6 An Employer or Employee may appoint another person, organisation or association to accompany and/or represent them for the purpose of this clause. Where the Employee appoints the Union, the Union shall be a party to the dispute.
- 44.7 While the dispute resolution procedure is being conducted, work must continue in accordance with this Agreement and the Act. Subject to applicable work health and safety legislation, an Employee must not unreasonably fail to comply with a direction by the Employer to perform work, whether at the same or another workplace that is safe and appropriate for the Employee to perform.

45. CONSULTATION REGARDING MAJOR WORKPLACE CHANGE

45.1 This clause applies if:

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

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

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

- (a) discuss with the relevant Employees:
 - (i) the introduction of the change;
 - (ii) the effect the change is likely to have on the Employees;
 - (iii) measures the Employer is taking to avert or mitigate the adverse effects of the change on the Employees; and
- (b) for the purposes of the discussion — provide, in writing, to the relevant Employees, and where appointed as a representative, the Union:
 - (i) all relevant information about the change including the nature of the change proposed;
 - (ii) information about the expected effects of the change on the Employees;

- (iii) where a change involves the termination of an Employee's employment, all relevant information about the proposed terminations including the reasons for the proposed terminations, the number and categories of Employees likely to be affected, and the number of Employees normally employed, and the period over which the terminations are likely to be carried out; and
- (iv) any other matters likely to affect the Employees.

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

45.5 The Employer must give prompt and genuine consideration to matters raised about the major change by the relevant Employees or their representative.

45.6 In this clause, a major change is likely to have a significant effect on Employees if it results in:

- (a) the termination of the employment of Employees; or
- (b) major change to the composition, operation or size of the Employer's workforce or to the skills required of Employees; or
- (c) the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
- (d) the alteration of hours of work; or
- (e) the need to retrain Employees; or
- (f) the need to relocate Employees to another workplace; or
- (g) the restructuring of jobs.

45.7 In this clause, 'relevant Employees' means the Employees who may be affected by the major change.

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

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

46.2 The Employer must:

- (a) provide to the Employee or Employees affected and their representatives, if any, all relevant information about the proposed change (for example, information about the nature of the change to the Employee's regular roster or ordinary hours of work and when that change is proposed to commence), and information about what the Employer reasonably believes will be the effects of the change on the Employees;

- (b) invite the Employee or Employees affected and their representatives, if any, to give their views about the impact of the proposed change (including any impact in relation to their family or caring responsibilities); and
- (c) give prompt and genuine consideration to any views about the impact of the proposed change that are given by the Employee or Employees concerned and/or their representatives.

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

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

47. FAIR PROCEDURES

47.1 DEFINITIONS

For the purpose of this clause:

- (a) **'Child'** means a person under the age of 18 years.
- (b) **'Exempt Allegation'** means an allegation to which one or more of the exemptions to reportable conduct pursuant to the *Ombudsman Act 1974* (NSW) applies. These exemptions are:
 - (i) conduct that is reasonable for the purpose of the discipline, management or care of children, having regard to the age, maturity, health or other characteristics of the children and to any relevant codes of conduct or professional standards; or
 - (ii) the use of physical force that, in all the circumstances, is trivial or negligible, but only if the matter is to be investigated and the result of the investigation recorded under workplace employment procedures; or
 - (iii) conduct of a class or kind exempted from being reportable conduct by the Ombudsman under section 25CA of the *Ombudsman Act 1974* (NSW).
- (c) **'Reportable Allegation'** means an allegation of reportable conduct against an Employee or an allegation of misconduct that may involve reportable conduct.
- (d) **'Reportable Conduct'** as defined in the *Ombudsman Act 1974* (NSW) means:
 - (i) any sexual offence, or sexual misconduct, committed against, with or in the presence of a child (including a child pornography offence); or
 - (ii) any assault, ill treatment or neglect of a child; or
 - (iii) any behaviour that causes psychological harm to a child;

whether or not, in any case, with the consent of the child.

47.2 NATURAL JUSTICE TO EMPLOYEES IN DEALING WITH REPORTABLE ALLEGATIONS AND EXEMPT ALLEGATIONS

- (a) An Employee, against whom a reportable allegation or an exempt allegation has been made in the course of employment, is to be informed by his or her Employer (or the person delegated by his or her Employer to do so) of the reportable allegation or exempt allegation made against them and be given:
 - (i) an opportunity to respond to the reportable allegation or exempt allegation; and
 - (ii) sufficient information to enable them to respond to the matters alleged against him/her. He or she must be given full details unless the Police or other government agency involved in the investigation of the matters alleged against the Employee, have otherwise directed the Employer not to do so.
- (b) Where an interview is required, the Employee shall be advised in advance of the general purpose of any interview relevant to the reportable allegation or exempt allegation, the names and positions of persons who will be attending the interview; the right to be accompanied by a person of the Employee's choice (a witness). The Employee will be given sufficient notice of the proposed meeting time to allow such witness to attend. Such witness may be a Union representative.

47.3 ACCESS TO FILES

The Employee may, subject to giving reasonable notice, inspect a file in regard to a reportable allegation or exempt allegation pursuant to the *Ombudsman Act 1974* (NSW):

- (a) Such Employee is to be informed by his or her Employer of the location of any files that the Employer holds relating to the Employee, concerning a reportable allegation or an exempt allegation made against the Employee;
- (b) Access is limited to the documents relevant to the adverse finding that was made and not the entire file;
- (c) The Employer may redact, restrict or withhold access to any such file, or part of a file, where the Employer has reason to believe that the provision of access would either:
 - (i) compromise or put at risk the welfare or safety of a child who is the alleged victim or subject of the reportable allegation or exempt allegation; or
 - (ii) compromise or put at risk the wellbeing or safety of another Employee, another child, a parent or a member of the community who is the alleged victim, the reporter of the allegation, or a witness in the investigation; or
 - (iii) contravene 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 reportable allegation or exempt allegation; or

- (iv) prevent the Employer from conducting or completing the investigation or reporting of the details of a reportable allegation or an exempt allegation against an Employee, in compliance with any statutory requirement.

47.4 RESPONSE TIME

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

47.5 ADDITIONAL DOCUMENTATION FROM EMPLOYEE

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

47.6 CONFIDENTIALITY OF DOCUMENTS AND FILES

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

47.7 ARCHDIOCESE OF CANBERRA AND GOULBURN

- (a) In respect of Employees who work in the ACT, a reference in this clause to 'reportable conduct' will be as defined in the *Ombudsman Act 1989 (ACT)* and means conduct:
 - (i) engaged in by an Employee of a designated entity, whether or not in the course of employment with the Employer; and
 - (ii) that results in any of the following, regardless of a child's consent:
 - (A) ill treatment or neglect of the child;
 - (B) exposing or subjecting the child to behaviour, or a circumstance, that psychologically harms the child;
 - (C) exposing or subjecting the child to misconduct of a sexual nature that does not form part of an offence mentioned in **subparagraph 47.7(a)(ii)(D)**;
 - (D) an offence against the provisions of Parts 2, 3, 4 or 5 of the *Crimes Act 1900 (ACT)* for which the child is either present or a victim at the time of the conduct; or

(E) an offence against section 166 or 167 of the *Education and Care Service National Law* (ACT).

- ii. In respect of Employees who work in the ACT, a reference in this clause to 'exempt allegation' will be read as conduct excluded from the definition of 'reportable conduct' under the *Ombudsman Act 1989* (ACT) which does not include conduct:
 - (i) that is reasonable discipline, management or care of a child taking into account the characteristics of the child, and any relevant code of conduct or professional standard that at the time applied to the discipline, management or care of the child; or
 - (ii) if the conduct is investigated and recorded as part of workplace procedure - that is trivial or negligible; or
 - (iii) prescribed by regulation.

48. UNION MEMBERS AND REPRESENTATIVES

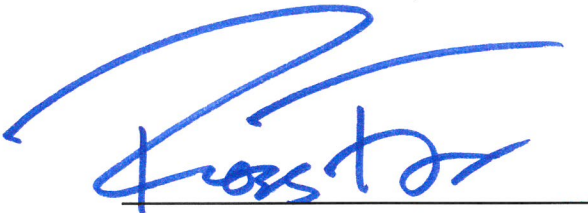
- 48.1 Meetings of Union members who are employed at a Centre may be held on the Employer's premises at times and places reasonably convenient to both Union members and the Employer.
- 48.2 Union meetings must not take place during timetabled teaching or scheduled contact time and Employees may not attend a meeting while on duty.
- 48.3 The Employer will permit the Union representative in the workplace to post Union notices relating to the holding of meetings on a common room noticeboard.
- 48.4 The Union representative will be permitted in working hours (other than timetabled teaching or scheduled contact time) to meet the Employer or the Director on Union business. Such meetings will take place at a time and place convenient to both parties.

SIGNATURES TO THE AGREEMENT EXECUTED AS AN AGREEMENT

Signatories to the Agreement

EXECUTED as an agreement.

SIGNED for and on behalf of Trustees of the Roman Catholic Church for the Archdiocese of Canberra and Goulburn by an authorised officer in the presence of



Signature of authorised officer

Ross Fox
Director Catholic Education Officer, Archdiocese of Canberra and Goulburn,
55 Franklin St, Forrest, ACT 2603

(Name/Title/Address of authorised officer)



Signature of witness

IAN CHALKER

Name of witness

SIGNED for and on behalf of the **Independent Education Union of Australia**, as a representative of employees, by an authorised officer in the presence of



Signature of authorised officer

John Quessy
485-501 Wattle Street
Ultimo NSW 2007

(Name/Title/Address of authorised officer)

NSW/ACT Branch Secretary, IEUA



Signature of witness

DEBORAH WESTON

Name of witness

SCHEDULE A

TEACHERS' SALARIES & ALLOWANCES

Table 1A – Teachers – Salaries (Incremental)

| | Annual Salary from first full pay period on or after 1 April 2017(\$) | Fortnightly rate of pay from first full pay period on or after 1 April 2017* (\$) | Annual Salary from first full pay period on or after 1 October 2017(\$) | Fortnightly rate of pay from first full pay period on or after 1 October 2017* (\$) | Annual Salary from first full pay period on or after 1 April 2018(\$) | Fortnightly rate of pay from first full pay period on or after 1 April 2018* (\$) |
|---------|---|---|---|---|---|---|
| | 1.5% Increase | 1.5% Increase | 1.5% Increase | 1.5% Increase | 1.5% Increase | 1.5% Increase |
| STEP 1 | 62,511 | 2397.68 | 63,449 | 2433.66 | 64,401 | 2470.18 |
| STEP 2 | 66,026 | 2532.50 | 67,016 | 2570.48 | 68,021 | 2609.02 |
| STEP 3 | 69,543 | 2667.40 | 70,586 | 2707.41 | 71,645 | 2748.03 |
| STEP 4 | 73,056 | 2802.15 | 74,152 | 2844.19 | 75,264 | 2886.84 |
| STEP 5 | 76,571 | 2936.97 | 77,720 | 2981.04 | 78,886 | 3025.76 |
| STEP 6 | 80,088 | 3071.87 | 81,289 | 3117.93 | 82,508 | 3164.69 |
| STEP 7 | 83,603 | 3206.69 | 84,857 | 3254.79 | 86,130 | 3303.62 |
| STEP 8 | 87,116 | 3341.44 | 88,423 | 3391.57 | 89,749 | 3442.43 |
| STEP 9 | 92,976 | 3566.20 | 94,371 | 3619.71 | 95,787 | 3674.02 |
| STEP 10 | 98,835 | 3790.93 | 100,318 | 3847.81 | 101,823 | 3905.54 |

**Fortnightly salary calculated in accordance with subclause 19.1- annual salary multiplied by 14 and divided by 365.*

Table 1B –Teachers – Salaries (Standards)

| | ANNUAL SALARY FROM FIRST FULL PAY PERIOD ON OR AFTER 1 APRIL 2017 (\$) | FORTNIGHTLY RATE OF PAY FROM FIRST FULL PAY PERIOD ON OR AFTER 1 APRIL 2017* (\$) | ANNUAL SALARY FROM FIRST FULL PAY PERIOD ON OR AFTER 1 OCTOBER 2017 (\$) | FORTNIGHTLY RATE OF PAY FROM FIRST FULL PAY PERIOD ON OR AFTER 1 OCTOBER 2017* (\$) |
|--|--|---|--|---|
| CONDITIONALLY ACCREDITED TEACHER (LEVEL 1) | 62,511 | 2,397.68 | 63,449 | 2,433.66 |
| CONDITIONALLY ACCREDITED TEACHER (LEVEL 2) | 66,026 | 2,532.50 | 67,016 | 2,570.48 |
| BAND 1 (GRADUATE) | 66,026 | 2,532.50 | 67,016 | 2,570.48 |
| BAND 2 (PROFICIENT TEACHER) LEVEL 1 | 80,088 | 3,071.87 | 81,289 | 3,117.93 |
| BAND 2 (PROFICIENT TEACHER) LEVEL 2 | 80,088 | 3,071.87 | 81,289 | 3,117.93 |
| BAND 2 (PROFICIENT TEACHER) LEVEL 3 | 87,116 | 3,341.44 | 88,423 | 3,391.57 |
| BAND 2 (PROFICIENT TEACHER) LEVEL 4 | 92,976 | 3,566.20 | 94,371 | 3,619.71 |
| BAND 2 (PROFICIENT TEACHER) LEVEL 5 | 98,835 | 3,790.93 | 100,318 | 3,847.81, |
| BAND 3 (HIGHLY ACCOMPLISHED) | 104,764 | 4,018.35 | 106,335 | 4,078.60 |

Table 1B –Teachers – Salaries (Standards) (continued)

| | ANNUAL SALARY FROM FIRST FULL PAY PERIOD ON OR AFTER 1 APRIL 2018 (\$) | FORTNIGHTLY SALARY FROM FIRST FULL PAY PERIOD ON OR AFTER 1 OCTOBER 2018 (\$) |
|--|--|---|
| CONDITIONALLY ACCREDITED TEACHER (LEVEL 1) | 64,401 | 2,470.18 |
| CONDITIONALLY ACCREDITED TEACHER (LEVEL 2) | 68,021 | 2,609.02 |
| BAND 1 (GRADUATE) | 68,021 | 2,609.02 |
| BAND 2 (PROFICIENT TEACHER) LEVEL 1 | 82,508 | 3,164.69 |
| BAND 2 (PROFICIENT TEACHER) LEVEL 2 | 82,508 | 3,164.69 |
| BAND 2 (PROFICIENT TEACHER) LEVEL 3 | 89,749 | 3,442.43 |
| BAND 2 (PROFICIENT TEACHER) LEVEL 4 | 95,787 | 3,674.02 |
| BAND 2 (PROFICIENT TEACHER) LEVEL 5 | 101,823 | 3,905.54 |
| BAND 3 (HIGHLY ACCOMPLISHED) | 107,930 | 4,139.78 |

**Fortnightly salary calculated in accordance with subclause 19.1- annual salary multiplied by 14 and divided by 365*

Table 2A –Teachers –Casual Rates

| TEACHERS CANBERRA- GOULBURN ACT SECTOR | CASUAL DAILY RATE OF PAY FROM FIRST FULL PAY PERIOD ON OR AFTER 1 APRIL 2017 [^] (\$) | CASUAL HALF-DAY RATE OF PAY FROM FIRST FULL PAY PERIOD ON OR AFTER 1 APRIL 2017 ^{^^} (\$) | CASUAL DAILY RATE OF PAY FROM FIRST FULL PAY PERIOD ON OR AFTER 1 OCTOBER 2017 [^] (\$) | CASUAL HALF-DAY RATE OF PAY FROM FIRST FULL PAY PERIOD ON OR AFTER 1 OCTOBER 2017 ^{^^} (\$) | CASUAL DAILY RATE OF PAY FROM FIRST FULL PAY PERIOD ON OR AFTER 1 APRIL 2018 [^] (\$) | CASUAL HALF-DAY RATE OF PAY FROM FIRST FULL PAY PERIOD ON OR AFTER 1 APRIL 2018 ^{^^} (\$) |
|---|--|--|--|--|--|--|
| CONDITIONALLY ACCREDITED TEACHER (LEVEL 1) | 323.33 | 161.67 | 328.18 | 164.09 | 333.11 | 166.55 |
| CONDITIONALLY ACCREDITED TEACHER (LEVEL 2) | 341.51 | 170.76 | 346.63 | 173.32 | 351.83 | 175.92 |
| BAND 1 (GRADUATE) | 341.51 | 170.76 | 346.63 | 173.32 | 351.83 | 175.92 |
| BAND 2 (PROFICIENT TEACHER) LEVEL 1 | 414.25 | 207.12 | 420.46 | 210.23 | 426.77 | 213.38 |

[^]Casual daily rate is calculated in accordance with subparagraph 19.2(c)(ii)- the appropriate annual rate in **subclause 19.1** divided by 203 + an additional 5% loading

^{^^}Casual half-day rate is calculated in accordance with subparagraph 19.2(c)(ii)- the appropriate annual rate in **subclause 19.1** divided by 406 + an additional 5% loading

Table 3A – Early Learning Centre Teacher Directors – Salaries

| | Annual Salary from first full pay period on or after 1 April 2017(\$) | Fortnightly rate of pay from first full pay period on or after 1 April 2017* (\$) | Annual Salary from first full pay period on or after 1 October 2017(\$) | Fortnightly rate of pay from first full pay period on or after 1 October 2017* (\$) | Annual Salary from first full pay period on or after 1 April 2018(\$) | Fortnightly rate of pay from first full pay period on or after 1 April 2018* (\$) |
|--|---|---|---|---|---|---|
| | 1.5% Increase | 1.5% Increase | 1.5% Increase | 1.5% Increase | 1.5% Increase | 1.5% Increase |
| Early Learning Centre Teacher Director Level 1 (0-25 places) | 106,558 | 4087.16 | 108,156 | 4148.45 | 109,778 | 4210.66 |
| Early Learning Centre Teacher Director Level 2 (26-50 places) | 107,970 | 4141.32 | 109,590 | 4203.45 | 111,234 | 4266.51 |
| Early Learning Centre Teacher Director Level 3 (51-75 places) | 109,908 | 4215.65 | 111,557 | 4278.90 | 113,230 | 4343.07 |
| Early Learning Centre Teacher Director Level 4 (76-100 places) | 112,333 | 4308.66 | 114,018 | 4373.29 | 115,728 | 4438.88 |
| Early Learning Centre Teacher Director 5 (101+ places) | 114,067 | 4310.50 | 115,778 | 4440.80 | 117,515 | 4507.42 |

* *Fortnightly salary calculated in accordance with paragraph 20.2(a)- annual salary multiplied by 14 and divided by 365.*

***New classification from commencement date.*

Table 3B – Early Learning Centre Teacher Directors – Casual Rates

| | From first full pay period on or after 1 April 2017 (\$) | | | From first full pay period on or after 1 October 2017 (\$) | | |
|--|---|--------------------------------|---------------------------------------|---|--------------------------------|---------------------------------------|
| | Day Rate [^] | Half Day Rate ^{^^} | Quarter Day Rate ^{^^^} | Day Rate [^] | Half Day Rate ^{^^} | Quarter Day Rate ^{^^^} |
| ELC Director | | | | | | |
| Early Learning Centre Director Level 1 (0-25 places) | 551.16 | 275.58 | 137.79 | 559.43 | 279.71 | 139.86 |
| Early Learning Centre Director Level 2 (26-50 places) | 558.47 | 279.23 | 139.62 | 566.84 | 283.42 | 141.71 |
| Early Learning Centre Director Level 3 (51-75 places) | 568.49 | 284.24 | 142.12 | 577.02 | 288.51 | 144.25 |
| Early Learning Centre Director Level 4 (76-100 places) | 581.03 | 290.52 | 145.26 | 589.75 | 294.87 | 147.44 |
| Early Learning Centre Teacher Director 5 (101+ places) | 590.00 | 295.00 | 147.50 | 598.85 | 299.43 | 149.71 |

| | From first full pay period on or after 1 April 2018 (\$) | | |
|--|---|--------------------------------|---------------------------------------|
| | Day Rate [^] | Half Day Rate ^{^^} | Quarter Day Rate ^{^^^} |
| ELC Director | | | |
| Early Learning Centre Director Level 1 (0-25 places) | 567.82 | 283.91 | 141.95 |
| Early Learning Centre Director Level 2 (26-50 places) | 575.35 | 287.67 | 143.84 |
| Early Learning Centre Director Level 3 (51-75 places) | 585.67 | 292.84 | 146.42 |
| Early Learning Centre Director Level 4 (76-100 places) | 598.59 | 299.30 | 149.65 |
| Early Learning Centre Teacher Director 5 (101+ places) | 607.84 | 303.92 | 151.96 |

[^]Casual daily rate is calculated in accordance with subparagraph 19.2(b)(ii)- the appropriate annual rate in subclause 19.1 divided by 203 + an additional 5% loading

^{^^}Casual half-day rate is calculated in accordance with subparagraph 19.2(b)(ii)- the appropriate annual rate in subclause 19.1 divided by 406 + an additional 5% loading

^{^^^}Casual quarter-day rate is calculated in accordance with subclause 20.1 – the appropriate annual rate in subclause 20.2(a) divided by 812 + an additional 5 % loading

****New classification from commencement date.**

Table 4 – Allowances for Teachers

TRAVEL ALLOWANCE

The rates below will be calculated on a daily basis as follows:

| TRAVEL ALLOWANCE | RATE \$ |
|------------------|---------------|
| Less than 100km | \$0.66 per km |
| 100km and over | \$0.50 per km |

SCHEDULE B

GENERAL EMPLOYEES' RATES OF PAY AND ALLOWANCES

**Table 1A – General Employees (48 weeks per year) – Unaveraged Annual Rate of Pay
Centre Administrative Services Stream**

| CLASSIFICATION LEVEL AND STEP | FROM FIRST FULL PAY PERIOD ON OR AFTER 1 JANUARY 2017 (\$) | FROM FIRST FULL PAY PERIOD ON OR AFTER 1 JANUARY 2018 (\$) | FROM FIRST FULL PAY PERIOD ON OR AFTER 1 JANUARY 2019 (\$) |
|----------------------------------|---|---|---|
| | 2.5% | 2.5% | 2.5% |
| 3.1 | 56,546 | 57,960 | 59,409 |
| 3.2 | 56,760 | 58,179 | 59,633 |
| 3.3 | 56,976 | 58,400 | 59,860 |
| 4.1 | 57,755 | 59,199 | 60,679 |
| 4.2 | 61,672 | 63,214 | 64,794 |
| 4.3 | 65,578 | 67,217 | 68,897 |
| 5 | 68,962 | 70,686 | 72,453 |

Table 1A – General Employees (48 weeks per year) – Unaveraged Annual Rate of Pay (continued)

Educator Stream

| CLASSIFICATION LEVEL AND STEP | FROM 1 JANUARY 2017 \$ (2.5%) | FROM 1 JANUARY 2018 \$ (2.5%) | FROM 1 JANUARY 2019 \$ (2.5%) |
|-------------------------------|-------------------------------|-------------------------------|-------------------------------|
| 1.1 | 40,806 | 41,826 | 42,872 |
| 1.2 | 41,445 | 42,481 | 43,543 |
| 2.1 | 42,862 | 43,934 | 45,032 |
| 2.2 | 44,910 | 46,033 | 47,184 |
| 3.1 | 47,984 | 49,184 | 50,414 |
| 3.2 | 49,012 | 50,237 | 51,493 |
| 4.1 | 52,086 | 53,388 | 54,723 |
| 4.2 | 53,114 | 54,442 | 55,803 |
| 5.1 | 56,098 | 57,500 | 58,938 |
| 5.2 | 59,078 | 60,555 | 62,069 |
| 6.1 | 62,062 | 63,614 | 65,204 |
| 6.2 | 65,045 | 66,671 | 68,338 |

Early Learning Centre Educator Stream

| CLASSIFICATION LEVEL | FROM 1 JANUARY 2017 \$ (2.5%) | FROM 1 JANUARY 2018 \$ (2.5%) | FROM 1 JANUARY 2019 \$ (2.5%) |
|----------------------|-------------------------------|-------------------------------|-------------------------------|
| 1 | 61,672 | 63,214 | 64,794 |
| 2 | 65,578 | 67,217 | 68,897 |
| 3 | 68,962 | 70,686 | 72,453 |

Table 1A – General Employees (48 weeks per year) – Unaveraged Annual Rate of Pay (continued)

School Age Care Centre Director Stream

| CLASSIFICATION LEVEL | FROM 1 JANUARY 2017 \$ (2.5%) | FROM 1 JANUARY 2018 \$ (2.5%) | FROM 1 JANUARY 2019 \$ (2.5%) |
|----------------------------------|-------------------------------|-------------------------------|-------------------------------|
| Level 1 (0-39 licensed places) | 71,917 | 73,715 | 75,558 |
| Level 2 (40-59 licensed places) | 73,203 | 75,033 | 76,909 |
| Level 3 (60-100 licensed places) | 75,786 | 77,681 | 79,623 |
| Level 4 (101+ licensed places) | 78,370 | 80,329 | 82,337 |

Table 1B – General Employees (48 Weeks per year) – Unaveraged Weekly Rate of Pay

Centre Administrative Services Stream

| | FROM FIRST FULL PAY PERIOD ON OR AFTER 1 JANUARY 2017 (\$) | FROM FIRST FULL PAY PERIOD ON OR AFTER 1 JANUARY 2018 (\$) | FROM FIRST FULL PAY PERIOD ON OR AFTER 1 JANUARY 2019 (\$) |
|--|---|---|---|
| CLASSIFICATION LEVEL AND STEP | 2.5% | 2.5% | 2.5% |
| 3.1 | 1084.50 | 1111.62 | 1139.41 |
| 3.2 | 1088.61 | 1115.82 | 1143.71 |
| 3.3 | 1092.75 | 1120.06 | 1148.06 |
| 4.1 | 1107.69 | 1135.39 | 1163.77 |
| 4.2 | 1182.82 | 1212.39 | 1242.69 |
| 4.3 | 1257.73 | 1289.16 | 1321.38 |
| 5 | 1322.63 | 1355.70 | 1389.59 |

Table 1B – General Employees (48 Weeks per year) – Unaveraged Weekly Rate of Pay (continued)

Educator Stream

| CLASSIFICATION LEVEL AND STEP | FROM 1 JANUARY 2017 (2.5%) \$ | FROM 1 JANUARY 2018 (2.5%) \$ | FROM 1 JANUARY 2019 (2.5%) \$ |
|----------------------------------|-------------------------------------|-------------------------------------|-------------------------------------|
| 1.1 | 782.62 | 802.19 | 822.25 |
| 1.2 | 794.88 | 814.75 | 835.12 |
| 2.1 | 822.06 | 842.62 | 863.67 |
| 2.2 | 861.33 | 882.87 | 904.95 |
| 3.1 | 920.29 | 943.31 | 966.90 |
| 3.2 | 940.01 | 963.50 | 987.59 |
| 4.1 | 998.96 | 1023.94 | 1049.54 |
| 4.2 | 1018.68 | 1044.15 | 1070.25 |
| 5.1 | 1075.91 | 1102.80 | 1130.38 |
| 5.2 | 1133.06 | 1161.39 | 1190.43 |
| 6.1 | 1190.30 | 1220.06 | 1250.56 |
| 6.2 | 1247.51 | 1278.69 | 1310.66 |

Table 1B – General Employees (48 Weeks per year) – Unaveraged Weekly Rate of Pay (continued)

Early Learning Centre Educator Stream

| CLASSIFICATION LEVEL | FROM 1 JANUARY 2017 (2.5%) \$ | FROM 1 JANUARY 2018 (2.5%) \$ | FROM 1 JANUARY 2019 (2.5%) |
|----------------------|----------------------------------|----------------------------------|----------------------------|
| 1 | 1182.82 | 1212.39 | 1242.69 |
| 2 | 1257.73 | 1289.16 | 1321.38 |
| 3 | 1322.63 | 1355.70 | 1389.59 |

School Age Care Centre Director Stream

| CLASSIFICATION LEVEL | FROM 1 JANUARY 2017 (2.5%) \$ | FROM 1 JANUARY 2018 (2.5%) \$ | FROM 1 JANUARY 2019 (2.5%) \$ |
|----------------------------------|----------------------------------|----------------------------------|----------------------------------|
| Level 1 (0-39 licensed places) | 1379.31 | 1413.79 | 1449.14 |
| Level 2 (40-59 licensed places) | 1403.97 | 1439.07 | 1475.05 |
| Level 3 (60-100 licensed places) | 1453.51 | 1489.85 | 1527.10 |
| Level 4 (101+ licensed places) | 1503.07 | 1540.64 | 1579.15 |

Table 1C – General Employees (48 weeks per year) – Unaveraged Part-time Hourly Rate of Pay

Centre Administrative Services Stream

| CLASSIFICATION LEVEL AND STEP | FROM 1 JANUARY 2017 \$ | FROM 1 JANUARY 2018 \$ | FROM 1 JANUARY 2019 \$ |
|----------------------------------|------------------------------|------------------------------|------------------------------|
| 3.1 | 28.54 | 29.25 | 29.98 |
| 3.2 | 28.65 | 29.36 | 30.10 |
| 3.3 | 28.76 | 29.48 | 30.21 |
| 4.1 | 29.15 | 29.88 | 30.63 |
| 4.2 | 31.13 | 31.91 | 32.70 |
| 4.3 | 33.10 | 33.93 | 34.77 |
| 5 | 34.81 | 35.68 | 36.57 |

Table 1C – General Employees (48 weeks per year) – Unaveraged Part-time Hourly Rate of Pay (continued)

Educator Stream

| CLASSIFICATION LEVEL AND STEP | FROM 1 JANUARY 2017 \$ | FROM 1 JANUARY 2018 \$ | FROM 1 JANUARY 2019 \$ |
|----------------------------------|------------------------------|------------------------------|------------------------------|
| 1.1 | 20.60 | 21.11 | 21.64 |
| 1.2 | 20.92 | 21.44 | 21.98 |
| 2.1 | 21.63 | 22.17 | 22.73 |
| 2.2 | 22.67 | 23.23 | 23.81 |
| 3.1 | 24.22 | 24.82 | 25.44 |
| 3.2 | 24.74 | 25.36 | 25.99 |
| 4.1 | 26.29 | 26.95 | 27.62 |
| 4.2 | 26.81 | 27.48 | 28.16 |
| 5.1 | 28.31 | 29.02 | 29.75 |
| 5.2 | 29.82 | 30.56 | 31.33 |
| 6.1 | 31.32 | 32.11 | 32.91 |
| 6.2 | 32.83 | 33.65 | 34.49 |

Table 1C – General Employees (48 weeks per year) – Unaveraged Part-time Hourly Rate of Pay (continued)

Early Learning Centre Educator Stream

| CLASSIFICATION LEVEL | FROM 1 JANUARY 2017 \$ | FROM 1 JANUARY 2018 \$ | FROM 1 JANUARY 2019 \$ |
|----------------------|---------------------------|---------------------------|---------------------------|
| 1 | 31.13 | 31.91 | 32.70 |
| 2 | 33.10 | 33.93 | 34.77 |
| 3 | 34.81 | 35.68 | 36.57 |

School Age Care Centre Director Stream

| CLASSIFICATION LEVEL | FROM 1 JANUARY 2017 \$ | FROM 1 JANUARY 2018 \$ | FROM 1 JANUARY 2019 \$ |
|----------------------------------|---------------------------|---------------------------|---------------------------|
| Level 1 (0-39 licensed places) | 36.30 | 37.21 | 38.14 |
| Level 2 (40-59 licensed places) | 36.95 | 37.87 | 38.82 |
| Level 3 (60-100 licensed places) | 38.25 | 39.21 | 40.19 |
| Level 4 (101+ licensed places) | 39.55 | 40.54 | 41.56 |

**Table 1D – General Employees (School Terms only) – Averaged Weekly Rate of Pay
Centre Administrative Services Stream**

| CLASSIFICATION LEVEL AND STEP | FROM 1 JANUARY 2017 \$ | FROM 1 JANUARY 2018 \$ | FROM 1 JANUARY 2019 \$ |
|----------------------------------|------------------------------|------------------------------|------------------------------|
| 3.1 | 976.05 | 1000.46 | 1025.47 |
| 3.2 | 979.75 | 1004.24 | 1029.34 |
| 3.3 | 983.48 | 1008.05 | 1033.25 |
| 4.1 | 996.92 | 1021.85 | 1047.39 |
| 4.2 | 1064.54 | 1091.15 | 1118.42 |
| 4.3 | 1131.96 | 1160.24 | 1189.24 |
| 5 | 1190.37 | 1220.13 | 1250.63 |

**Table 1D – General Employees (School Terms only) – Averaged Weekly Rate of Pay
(continued)**

Educator Stream

| CLASSIFICATION LEVEL AND STEP | FROM 1 JANUARY 2017 \$ | FROM 1 JANUARY 2018 \$ | FROM 1 JANUARY 2019 \$ |
|----------------------------------|------------------------------|------------------------------|------------------------------|
| 1.1 | 704.36 | 721.97 | 740.03 |
| 1.2 | 715.39 | 733.28 | 751.61 |
| 2.1 | 739.85 | 758.36 | 777.30 |
| 2.2 | 775.20 | 794.58 | 814.46 |
| 3.1 | 828.26 | 848.98 | 870.21 |
| 3.2 | 846.01 | 867.15 | 888.83 |
| 4.1 | 899.06 | 921.55 | 944.59 |
| 4.2 | 916.81 | 939.74 | 963.23 |
| 5.1 | 968.32 | 992.52 | 1017.34 |
| 5.2 | 1019.75 | 1045.25 | 1071.39 |
| 6.1 | 1071.27 | 1098.05 | 1125.50 |
| 6.2 | 1122.76 | 1150.82 | 1179.59 |

Table 1D – General Employees (School Terms only) – Averaged Weekly Rate of Pay (continued)

Early Learning Centre Educator Stream

| CLASSIFICATION LEVEL | FROM 1 JANUARY 2017 \$ | FROM 1 JANUARY 2018 \$ | FROM 1 JANUARY 2019 \$ |
|----------------------|------------------------|------------------------|------------------------|
| 1 | 1064.54 | 1091.15 | 1118.42 |
| 2 | 1131.96 | 1160.24 | 1189.24 |
| 3 | 1190.37 | 1220.13 | 1250.63 |

School Age Care Centre Director Stream

| CLASSIFICATION LEVEL | FROM 1 JANUARY 2017 \$ | FROM 1 JANUARY 2018 \$ | FROM 1 JANUARY 2019 \$ |
|----------------------------------|------------------------|------------------------|------------------------|
| Level 1 (0-39 licensed places) | 1241.38 | 1272.41 | 1304.23 |
| Level 2 (40-59 licensed places) | 1263.57 | 1295.16 | 1327.55 |
| Level 3 (60-100 licensed places) | 1308.16 | 1340.87 | 1374.39 |
| Level 4 (101+ licensed places) | 1352.76 | 1386.58 | 1421.24 |

Table 1E – General Employees (School Terms only) – Averaged Part-time Hourly Rate of Pay

Centre Administrative Services Stream

| CLASSIFICATION LEVEL AND STEP | Part-time hourly rate of pay from ffpp on or after 1 January 2017* (\$) | Part-time hourly rate of pay from ffpp on or after 1 January 2018* (\$) | Part-time hourly rate of pay from ffpp on or after 1 January 2019* (\$) |
|-------------------------------|---|---|---|
| 3.1 | 25.69 | 26.33 | 26.99 |
| 3.2 | 25.78 | 26.43 | 27.09 |
| 3.3 | 25.88 | 26.53 | 27.19 |
| 4.1 | 26.23 | 26.89 | 27.56 |
| 4.2 | 28.01 | 28.71 | 29.43 |
| 4.3 | 29.79 | 30.53 | 31.30 |
| 5 | 31.33 | 32.11 | 32.91 |

Table 1E – General Employees (School Terms only) – Averaged Part-time Hourly Rate of Pay (continued)

Educator Stream

| CLASSIFICATION LEVEL AND STEP | FROM 1 JANUARY 2017 \$ | FROM 1 JANUARY 2018 \$ | FROM 1 JANUARY 2019 \$ |
|-------------------------------|------------------------|------------------------|------------------------|
| 1.1 | 18.54 | 19.00 | 19.47 |
| 1.2 | 18.83 | 19.30 | 19.78 |
| 2.1 | 19.47 | 19.96 | 20.46 |
| 2.2 | 20.40 | 20.91 | 21.43 |
| 3.1 | 21.80 | 22.34 | 22.90 |
| 3.2 | 22.26 | 22.82 | 23.39 |
| 4.1 | 23.66 | 24.25 | 24.86 |
| 4.2 | 24.13 | 24.73 | 25.35 |
| 5.1 | 25.48 | 26.12 | 26.77 |
| 5.2 | 26.84 | 27.51 | 28.19 |
| 6.1 | 28.19 | 28.90 | 29.62 |
| 6.2 | 29.55 | 30.28 | 31.04 |

Table 1E – General Employees (School Terms only) – Averaged Part-time Hourly Rate of Pay (continued)

Early Learning Centre Educator Stream

| CLASSIFICATION LEVEL | FROM 1 JANUARY 2017 \$ | FROM 1 JANUARY 2018 \$ | FROM 1 JANUARY 2019 \$ |
|----------------------|---------------------------|---------------------------|---------------------------|
| 1 | 28.01 | 28.71 | 29.43 |
| 2 | 29.79 | 30.53 | 31.30 |
| 3 | 31.33 | 32.11 | 32.91 |

School Age Care Centre Director Stream

| CLASSIFICATION LEVEL | FROM 1 JANUARY 2017 \$ | FROM 1 JANUARY 2018 \$ | FROM 1 JANUARY 2019 \$ |
|----------------------------------|---------------------------|---------------------------|---------------------------|
| Level 1 (0-39 licensed places) | 32.67 | 33.48 | 34.32 |
| Level 2 (40-59 licensed places) | 33.25 | 34.08 | 34.94 |
| Level 3 (60-100 licensed places) | 34.43 | 35.29 | 36.17 |
| Level 4 (101+ licensed places) | 35.60 | 36.49 | 37.40 |

Table 2 – General Employees– Casual Hourly Rates

Centre Administrative Service Stream

| CLASSIFICATION LEVEL AND STEP | FROM FIRST FULL PAY PERIOD ON OR AFTER 1 JANUARY 2017 (\$) | FROM FIRST FULL PAY PERIOD ON OR AFTER 1 JANUARY 2018 (\$) | FROM FIRST FULL PAY PERIOD ON OR AFTER 1 JANUARY 2019 (\$) |
|----------------------------------|---|---|---|
| 3.1 | 35.68 | 36.56 | 37.48 |
| 3.2 | 35.81 | 36.70 | 37.63 |
| 3.3 | 35.95 | 36.85 | 37.76 |
| 4.1 | 36.44 | 37.35 | 38.29 |
| 4.2 | 38.91 | 39.89 | 40.88 |
| 4.3 | 41.38 | 42.41 | 43.46 |
| 5 | 43.51 | 44.60 | 45.71 |

Table 2 – General Employees– Casual Hourly Rates (continued)

Educator Stream

| CLASSIFICATION LEVEL AND STEP | FROM 1 JANUARY 2017 \$ | FROM 1 JANUARY 2018 \$ | FROM 1 JANUARY 2019 \$ |
|----------------------------------|------------------------------|------------------------------|------------------------------|
| 1.1 | 25.75 | 26.39 | 27.05 |
| 1.2 | 26.15 | 26.80 | 27.48 |
| 2.1 | 27.04 | 27.71 | 28.41 |
| 2.2 | 28.34 | 29.04 | 29.76 |
| 3.1 | 30.28 | 31.03 | 31.80 |
| 3.2 | 30.93 | 31.70 | 32.49 |
| 4.1 | 32.86 | 33.69 | 34.53 |
| 4.2 | 33.51 | 34.35 | 35.20 |
| 5.1 | 35.39 | 36.28 | 37.19 |
| 5.2 | 37.28 | 38.20 | 39.16 |
| 6.1 | 39.15 | 40.14 | 41.14 |
| 6.2 | 41.04 | 42.06 | 43.11 |

Table 2 – General Employees– Casual Hourly Rates (continued)

Early Learning Centre Educator Stream

| CLASSIFICATION LEVEL | FROM 1 JANUARY 2017 \$ | FROM 1 JANUARY 2018 \$ | FROM 1 JANUARY 2019 \$ |
|----------------------|---------------------------|---------------------------|---------------------------|
| 1 | 38.91 | 39.89 | 40.88 |
| 2 | 41.38 | 42.41 | 43.46 |
| 3 | 43.51 | 44.60 | 45.71 |

School Age Care Centre Director Stream

| CLASSIFICATION LEVEL | FROM 1 JANUARY 2017 \$ | FROM 1 JANUARY 2018 \$ | FROM 1 JANUARY 2019 \$ |
|----------------------------------|---------------------------|---------------------------|---------------------------|
| Level 1 (0-39 licensed places) | 45.38 | 46.51 | 47.68 |
| Level 2 (40-59 licensed places) | 46.19 | 47.34 | 48.53 |
| Level 3 (60-100 licensed places) | 47.81 | 49.01 | 50.24 |
| Level 4 (101+ licensed places) | 49.44 | 50.68 | 51.95 |

Table 3 – Allowances for General Employees

TRAVEL ALLOWANCE

The rates below will be calculated on a daily basis as follows:

| TRAVEL ALLOWANCE | RATE \$ |
|------------------|---------------|
| Less than 100km | \$0.66 per km |
| 100km and over | \$0.50 per km |

OTHER ALLOWANCES

| ALLOWANCES | Allowance from first full pay period on or after 1 January 2017(\$) | Allowance from first full pay period on or after 1 January 2018(\$) | Allowance from first full pay period on or after 1 January 2019(\$) |
|--|---|---|---|
| Meal Allowance - per occasion | 15.24 | 15.24 | 15.24 |
| First Aid per week | 18.48 | 18.94 | 19.41 |
| First Aid per day | 3.70 | 3.79 | 3.88 |
| Health Care Procedures per week | 19.27 | 19.75 | 20.24 |
| Health Care Procedures per day | 3.85 | 3.95 | 4.05 |
| Uniform and Laundry Allowance per week | 8.25 | 8.25 | 8.25 |
| Broken Shift per period of duty* | 7.69* | 7.88* | 8.08* |

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

ANNEXURE A

OTHER CONDITIONS OF EMPLOYMENT

These provisions will apply in addition to the provisions of this Agreement except where those provisions are expressly varied by this Annexure.

1. TEACHING PRACTICES

1.1 ORDINARY WEEKLY HOURS OF WORK

The provisions of **Clause 28 – Hours of Work for Teachers** of this Agreement will apply. In addition, apart from rostered duties, Teachers are required to be in attendance each day 30 minutes before classes commence.

1.2 PRINCIPAL DIRECTED STAFF MEETINGS

- (a) Over a ten week term, a Teacher will not be required to attend more than ten hours per term at staff meetings directed by the Principal of the co-located primary school or the Early Learning Centre Teacher Director. This excludes planning meetings organised by groups of Teachers, short morning briefings, parent/Teacher nights, retreats/camps and other items classified as co-curricular activities. Short morning briefings means a meeting not exceeding 20 min duration held 30 minutes prior to the commencement of teaching. There will be no more than two morning briefings in a week.
- (b) The Early Learning Centre Teacher Director may determine the number of meetings required for particular groups at the start of the school year and will advise Teachers of meetings and other school commitments such as parent teacher nights on an annual or term basis. Dates can be varied if circumstances change but appropriate notice should be given.
- (c) The Early Learning Centre Teacher Director may call extraordinary meetings if circumstances require.
- (d) Teachers who are in promotion positions will spend additional time each term at meetings.
- (e) The school will seek to utilise efficiently the time spent in meetings with a view to improving overall productivity and efficiency.
- (f) This clause does not include professional development scheduled on professional development days.

1.3 WORKLOADS

1.3.1 EQUITABLE WORKLOADS

In determining the allocation of duties for each staff member, it is important that the Early Learning Centre Teacher Director seek as much as possible to allocate equitable workloads to all employees. Relevant considerations which might assist this include:

- (a) the preference of the individual Teacher in the light of skills, experience and career direction;
- (b) the scheduled teaching load of the Teacher; and

- (c) timetabling demands which require a Teacher's attendance beyond the usual Early Learning Centre day.

1.3.1 RELEASE FROM FACE TO FACE TEACHING

- (a) Teachers in Early Learning Centres are entitled to the same release from face to face teaching allocation as that which applies to primary school Teachers from time to time.

Note: full-time primary Teachers are entitled to two hours release from face to face teaching ("RFF") each week to assist with preparation, correction, and other professional duties. Release is also made available to part-time Teachers on a pro-rata basis.

- (b) The timing of a Teacher's face-to-face release will be determined according to the needs of the school and in consultation with the Early Learning Centre Teacher Director. In the case of a full-time Teacher, release shall be provided on a weekly basis unless otherwise agreed between the Teacher and the Early Learning Centre Teacher Director. The arrangements will be determined prior to the start of the term in which the release is to be provided.
- (c) Where a Teacher is absent due to illness, and an accrued amount of RFF in excess of the weekly entitlement would otherwise be foregone on that day, the excess RFF will be rescheduled to a mutually agreed time.

1.3.2 CASUAL TEACHERS

- (a) A casual Teacher will not be rostered to undertake playground supervision in excess of the daily allocation required of regular Teachers within the Early Learning Centre.
- (b) A casual Teacher engaged for a period of five or more consecutive days will be entitled to the release from face to face duties that is available to other Teachers within the Early Learning Centre to assist with preparation, correction and other professional duties.
- (c) Each Early Learning Centre should establish protocols for the engagement and induction of casual Teachers and for assigning duties to casual Teachers.

1.4 COUNSELLING SERVICES

- (a) It is recognised that teaching may be a stressful occupation and, to this end, Teachers may require periods of leave in order to access counselling services to provide appropriate advice and assistance.
- (b) The Employer will allow access to such leave with pay within the parameters of the Personal/Carer's leave provisions in this Agreement to accommodate these Teacher needs.

1.5 MENTORING PROGRAM

1.5.1 EARLY CAREER TEACHERS

- (a) Teachers in their first two years of experience will participate in a mentoring program.
- (b) A 0.1 FTE allocation per year is available for the Mentoring Program for Early Career Teachers. The program will be provided to Early Career Teachers who have

been appointed at 0.5 FTE or greater for a minimum of two terms. The Employer will ensure that the Teacher and their mentor are informed on commencement of the support that is available.

- (c) The mentoring program will be determined by the Employer or the Early Learning Centre Teacher Director in consultation with the Teacher to assist the Teacher's professional development which will be reviewed regularly throughout the program. The allocation of time should reflect the role, responsibility and expectations of both the mentor and the Early Career Teacher. Examples of deployment of the 0.1 FTE include, but are not limited to, release from face to face teaching for the supervising Teacher; release from face to face teaching for the Early Career Teacher; release for a mentor, etc.
- (d) The support offered to the Early Career Teacher, referred to in paragraph (b), should be either on a weekly or fortnightly basis and a specific Teacher must be nominated to oversee the Mentoring Program.
- (e) The Employer will provide a written statement to the Teacher not later than four weeks before the end of the school year outlining the Teacher's progress and development.

1.5.2 RETURNING TEACHERS

A Teacher returning to teaching after an absence of five or more years will be offered support through a mentoring process as provided for in this clause, with appropriate modification, and will be expected to participate as appropriate.

1.6 REPLACEMENT OF ABSENT TEACHERS

The Employer will genuinely endeavour to employ relief staff to replace absent Teachers especially when prior notice of such absences has been given.

2. PROMOTION POSITIONS

2.1 APPOINTMENTS

- (a) All new appointments to the position of Early Learning Centre Teacher Director will be treated as a promotion position appointment.
- (b) Existing Early Learning Centre Teacher Directors employed at the commencement date of this Agreement may elect to enter into a promotion position contract in accordance with this clause.
- (c) All appointments to Early Learning Centre Teacher Director positions will be made on the basis of merit and suitability and will normally be advertised. In general the position will be advertised externally as well as within the system. Upon appointment, an employee will be informed of professional expectations and duties.
- (d) On appointing a Early Learning Centre Teacher Director to a promotion position, the Employer will provide the Teacher with a written statement outlining the professional expectations and duties.
- (e) Appointments to the position of Early Learning Centre Teacher Director will be for periods of two + four + four years. At the conclusion of a two-year and first four year appointment, subject to availability of the position and a satisfactory performance review, the contract will be renewed for a further four year period.
- (f) Prior to the conclusion of an appointment, if the performance review has not been satisfactory, the Employer will identify to the Early Learning Centre Teacher Director in writing the areas where improvement is required. Where deemed appropriate by the Employer, the Employer may appoint the Early

Learning Centre Teacher Director for a single further provisional period which would normally be of no more than 12 months duration to address the perceived deficiencies. If at the end of the provisional period, the Employer is not satisfied with the progress, the appointment will terminate and will not be extended beyond the provisional period. Where the Employer decides not to renew an appointment following a provisional period, the Employer will provide reasonable notice of such decision. Where the Employer decides not to renew a promotion position without granting a further provisional appointment, the Early Learning Centre Teacher Director will receive one term's notice of the termination of the promotion position or shall be paid at the higher salary for a period of one term from the date of the notice.

- (g) At the conclusion of the second four-year appointment and subsequent four-year appointments, the Employer may readvertise the position. The incumbent may reapply on each occasion. The Employer will advise the incumbent in writing no later than the end of Term 1 of a decision to readvertise the position later in that year. If the incumbent applies for the position, the decision in relation to reappointment should be advised to the incumbent, wherever possible, by the end of Term 3. A Teacher who is successful in regaining appointment to a promotion position will be entitled to two further four-year appointments before the position may be readvertised pursuant to this **paragraph 2.1 (e)**.
- (h) Staff not successful in regaining an appointment to a promotion position will be guaranteed continuing employment as a Teacher in an Archdiocesan ELC or primary school.
- (i) In special circumstances appointment periods may be varied at the time of appointment by the Catholic Education Director, following discussion with the Employee and/or their representatives to accommodate the needs of the Centre. The Catholic Education Director may also vary the appointment period to accommodate the needs of the Employee following discussions between the Catholic Education Director and Employee. Where this occurs, the reason for the variation will be provided in writing to the Teacher.

2.2 ACTING IN A PROMOTION POSITION

- (a) Any Employee required by the Employer to act in a promotion position for at least ten consecutive school days will be paid for so doing at the rate prescribed for that position.
- (b) The Employee will be remunerated for a school break other than the summer vacation at the rate applying for the promotion position provided he or she has acted in the position for at least the last two weeks of term or for the first two weeks of the following term. An employee who has acted in a promotion position for the last two weeks of Term 4 will be paid at the rate applying to the promotion position for the first two weeks of the summer vacation.

3. SUPERANNUATION CO-CONTRIBUTION

- (a) Superannuation co-contribution is available, on application, to Teachers who were employed to work in the ACT and who were employed immediately prior to the commencement date of the previous agreement.
- (b) The Employer will make a superannuation contribution of 1%, additional to the Employer contributions set out in **Clause 27 – Superannuation**, in respect of a

Teacher contributing a co-payment of not less than the 1% being paid by the Employer.

4. PROFESSIONAL DUTIES AND RESPONSIBILITIES

The following professional duties and responsibilities are to be adhered to by all Employees. In carrying out their duties and responsibilities all Employees will:

- (a) be conscious of their responsibilities to the children of the Catholic Archdiocesan school system in all educational activities in and out of Centres;
- (b) demonstrate the highest standards of professional behaviour, exercise professional judgement and act in a courteous and sensitive manner when interacting with children, parents or caregivers, staff and members of the community;
- (c) treat children equitably, including those with disabilities or other special needs;
- (d) engage in appropriate ongoing professional development;
- (e) comply with legislative and industrial requirements and Catholic Education policies and administration procedures;
- (f) be familiar with the provisions of legislation relevant to their official responsibilities;
- (g) comply with reasonable directions given by a supervisor/Early Learning Centre Teacher Director/Principal of the co-located primary school and adhere to official guidelines concerning the performance of their duties;
- (h) perform their duties efficiently and effectively and with honesty, integrity and fairness to all;
- (i) use information gained in the course of employment only for proper and appropriate purposes;
- (j) use system resources economically; and conduct themselves in such a manner as to protect and enhance the esteem and standing of Catholic Education.
- (k) In addition to the responsibilities above, Teachers are also required to:
 - (i) collaborate in the development of Early Learning Centre plans, policies and programs;
 - (ii) devise and document teaching and learning programs and develop and implement appropriate evaluation mechanisms;
 - (iii) meet the individual learning needs of students and assist each student to maximise his or her learning outcomes;
 - (iv) manage and implement programs for child protection and student welfare.

5. STAFF DEVELOPMENT PROGRAM

- (a) Full-time ACT Teachers are required to teach up to 196 days per year.
- (b) Day one of the school year will be a planning day for staff.
- (c) All Teachers and General Employees will participate in at least two days of approved planning, preparation, faith formation and staff development in addition to the days worked under paragraphs 5(a) and 5(b) and in addition to days worked after Secondary students have finished in term four. Catholic Education may choose to determine one of the two days as a whole of system professional development activity. If the two days of attendance are scheduled at times other than the two weekdays

immediately before the start of the school year, staff will be advised of the scheduled dates by the commencement of Term 4 in the preceding year. Provided further that Employees and the Principal may agree to re - schedule the days to an alternate time as agreed.

- (d) New Teachers may also be expected to attend one additional day prior to the beginning of the school year. Teachers not required to attend the induction day may elect to undertake personal learning and development on this day.
- (e) Subject to **paragraphs 5 (f) and (g)**, Employees are required to attend on days allocated for planning, preparation, faith formation and staff development in accordance with **paragraphs 5 (b), (c) and (d)**.
- (f) To facilitate attendance of part - time Teachers whose FTE in accordance with **paragraph 11.5 (a)** of this Agreement is exceeded as a result of attending planning and development activities:
 - (i) the Principal will negotiate with the Teacher time off at another time agreed with the Teacher, equivalent to the additional time (such agreement will be recorded in writing); or
 - (ii) if there is no agreement about the taking of time off, the Employer will pay the Teacher for the time worked in addition to the FTE of the Teacher as a result of attending the professional learning activity.

Where a part-time Teacher is concerned that they may be unable to attend professional development on a day that they do not normally work, the Teacher is required to raise these concerns with the Principal who may agree to alternative arrangements.

For clarity, this **paragraph 5 (f)** will operate in accordance with the following example:

A Teacher is employed at 0.4 FTE and therefore is required to work 0.4 of the usual teaching load of a full-time Teacher in accordance with this Agreement. In the two week period where the commencement of the school year falls, the Teacher is required to attend two days of professional development, a planning day and two teaching days, the Teacher is entitled in accordance with this **paragraph 5 (f)**, the Teacher is entitled to one day off at a time agreed with the Principal or payment for one day in addition to their ordinary salary.

- (g) To facilitate attendance of part - time General Employees in planning and development activities:
 - (i) an Employee will not be required to attend on hours or days that exceed the normal hours or days worked by the Employee; and
 - (ii) the Employee will be paid at casual rates for hours worked outside the normal hours or days of work of the Employee, or at overtime rates if the Employee is requested to work outside the normal span of ordinary hours specified in **Clause 29 - Hours of Work for General Employees** or for more than eight hours on any day; and
 - (iii) notwithstanding **subparagraph 5 (f) (ii)** above, an Employee may request time in lieu instead of payment for additional hours worked; in this case where the Principal agrees, the time in lieu must be taken within two weeks of the additional time worked at a time agreed by both the General Employee and the Principal.

- (h) Staff development and training involve responsibilities on the part of both the employer and employee. There is agreement that:
- (i) staff development should incorporate Teachers' individual professional requirements, including career aspiration matters, Early Learning Centre development planning requirements and system requirements; and
 - (ii) Teachers should carry out staff development outside of instructional hours and child contact days.

6. LONG SERVICE LEAVE AND LEAVE WITHOUT PAY

In addition to the provisions of **Clause 39 - Long Service Leave** of this Agreement, the following provision will apply to Teachers in the Archdiocese of Canberra and Goulburn.

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

7. DATA COLLECTION

The collection of student data is both a compliance requirement and a recognised strategy for delivering professional and tailored learning experiences in schools. The Employer recognises the importance of collecting student data as well as the impact data collection has on the workload of teachers. The Employer will endeavour to review student data collection processes for their alignment, timing and efficiency to avoid duplication and to ensure there is a clear benefit to teaching and learning.

8. EMAILS

It is acknowledged that as professionals, Teachers exercise discretion over the way in which they manage their workloads and work related communications. With the exception of extenuating circumstances or in an emergency, school employees should not generally be expected to respond to emails from other staff, parents and students outside normal working hours. Members of the Early Learning Centre community will be advised of this.

9. SUPPORTING CHILDREN WITH ADDITIONAL NEEDS

The Employer has an obligation to provide a safe working environment for Employees. The Employer has a framework in place to address its commitment to wellbeing and the development of safe and supportive school communities.

Where a child represents a serious risk to the safety of Employees, other children or themselves, or where harm has already occurred or been narrowly avoided, Employees must ensure the Early Learning Centre Director is notified as soon as possible. Employees may refer to the established procedures and framework to report incidents and seek further guidance to manage serious risks. Where an employee believes further action is required they may contact the Employer to seek resolution.

ANNEXURE B

PERSONAL/CARER'S LEAVE PORTABILITY (NSW/ACT CATHOLIC SYSTEMIC SCHOOLS AND PARTICIPATING NSW/ ACT CATHOLIC INDEPENDENT SCHOOLS)

1. APPLICATION:

This Annexure sets out Personal/Carer's Leave portability for Employees who were previously employed by a Participating Employer.

Note: This Annexure establishes obligations on the Employers covered by this Agreement to recognise Personal/Carer's Leave portability for Employees.

Employees who intend on terminating their employment and obtaining employment with a new Employer should always refer to their proposed new Employer's industrial instruments for information about whether leave entitlements can be transferred.

A 'Participating Employer' includes:

(a) An Employer listed below for both Teachers and General Employees:

- (i) Trustees of the Roman Catholic Church Diocese of Armidale;
- (ii) the Trustees of the Roman Catholic Church for the Diocese of Bathurst;
- (iii) the Trustees of the Roman Catholic Church for the Diocese of Broken Bay;
- (iv) the Trustees of the Roman Catholic Church for the Diocese of Lismore;
- (v) the Trustees of the Roman Catholic Church for the Diocese of Maitland-Newcastle on behalf of the Catholic Schools Office;
- (vi) Dr Dan White, Executive Director of Catholic Schools and legal representative of the Catholic Education Office Sydney;
- (vii) the Catholic Education Office, Diocese of Parramatta;
- (viii) the Trustees of the Roman Catholic Church for the Diocese of Wagga Wagga;
- (ix) the Diocese of Wilcannia-Forbes (the Trustees of the Roman Catholic Church for the Diocese of Wilcannia-Forbes); and
- (x) the Trustees of the Roman Catholic Church as Trustees for the Wollongong Diocese Catholic School System;

(b) the NSW Catholic Independent Schools Employers listed below for Teachers only:

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

(c) the ACT Catholic Independent Schools Employers listed below for Teachers only:

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

2. OPERATION

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

form set below and the Employee will provide the original completed form to the new Employer within four school weeks of the commencement of employment with the new Employer.

PART TO BE COMPLETED BY FORMER PARTICIPATING CATHOLIC EMPLOYER

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

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

Set Out Record
(For example)

LAST YEAR OF EMPLOYMENT

**NUMBER OF
PERSONAL/CARER'S DAYS**

| | |
|-----------------------------------|-----------------------|
| Year 2 accumulation | Personal/Carer's Days |
| Year 3 accumulation | Personal/Carer's Days |
| Year 4 accumulation | Personal/Carer's Days |
| Year 5 accumulation | Personal/Carer's Days |
| Year 6 accumulation | Personal/Carer's Days |
| (etc up to 15 years if necessary) | Personal/Carer's Days |
| Signature of Employer | Date |

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

PART TO BE COMPLETED BY EMPLOYEE

[INSERT NAME OF EMPLOYEE]

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

Signature

Date

ANNEXURE C

CATHOLIC SCHOOLS INTRASTATE LONG SERVICE LEAVE PORTABILITY ARRANGEMENT

1. APPLICATION

1.1 THIS ANNEXURE WILL APPLY TO:

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

2. OBJECTIVE

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

3. DEFINITIONS

FOR THE PURPOSE OF THIS ANNEXURE:

- **‘Employer’** means any Catholic Systemic School or Catholic Independent School listed in **clause 6** to this Annexure.
- **‘Former Employer’** means any Employer listed in **clause 6** to this Annexure on the day of an employee’s last termination of employment.
- **‘New Employer’** means any Employer listed in **clause 6** to this Annexure immediately following an employee’s last termination of employment.
- **‘Service’** means service as an adult within the terms of the *Long Service Leave Act 1955* (NSW), as applicable as at the date of this Agreement

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

4. LONG SERVICE LEAVE PORTABILITY

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

5. ADMINISTRATIVE ARRANGEMENTS

- 5.1 Upon notification of termination the Employer will provide eligible employees with the following documentation:

- Prescribed form as set out in Part One of this Annexure;
- Information sheet as set out in **Part Two** of this Annexure;
- Details of the employee's long service leave entitlements (refer **paragraphs 5.4(a) to 5.4(f)** below); and
- An employee who is eligible to an entitlement to long service leave and/or has completed an initial qualifying period and terminates his/her services with an employer, and accepts a position as an employee with a new employer, may elect to make an application in accordance with this clause.

- 5.2** The employee will make an application in accordance with this Annexure in the prescribed form as specified in **Part One** of this Annexure, and submit it to the new employer within 14 days of commencing duties as an employee with the new employer.
- 5.3** The new employer will forward the completed application to the former employer.
- 5.4** On receipt of an application, the former employer will advise the new employer of the following details in relation to the applicant:
- (a) The period of service with the former employer;
 - (b) Details of other periods of service with any other employer (the details of which will be supplied by the employee to the former employer);
 - (c) Details of the calculation of the monetary entitlement which is to be made in recognition of continuous service (including the ordinary rate of pay with the former employer);
 - (d) The date of termination of employment;
 - (e) Details of past long service leave taken by the employee; and
 - (f) The number of weeks long service leave accumulated by the employee on termination and the employee's full-time equivalent load on termination.
- 5.5** The former employer will remit within three months of the termination of employment of the employee as specified in **paragraph 5.4(d)**, the value of the monetary entitlement as specified in **paragraph 5.4(c)** to the new employer.
- 5.6** The former employer will advise the new employer and the employee when the transfer has been affected.

6. PARTIES TO THE ANNEXURE

THE CATHOLIC DIOCESAN SYSTEM AUTHORITY OF

| | |
|--------------------------------------|---------------------------------|
| The Diocese of Armidale | The Diocese of Parramatta |
| The Diocese of Bathurst | The Archdiocese of Sydney |
| The Diocese of Broken Bay | The Diocese of Wagga Wagga |
| The Archdiocese of Canberra/Goulburn | The Diocese of Wilcannia/Forbes |
| The Diocese of Lismore | The Diocese of Wollongong |
| The Diocese of Maitland/Newcastle | |

CATHOLIC INDEPENDENT SCHOOLS

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

7. ONE YEAR QUALIFYING PERIOD

THE CATHOLIC DIOCESAN SYSTEM AUTHORITY OF:

| | |
|--------------------------------------|---------------------------------|
| The Diocese of Armidale | The Diocese of Parramatta |
| The Diocese of Bathurst | The Archdiocese of Sydney |
| The Diocese of Broken Bay | The Diocese of Wagga Wagga |
| The Archdiocese of Canberra/Goulburn | The Diocese of Wilcannia/Forbes |
| The Diocese of Lismore | The Diocese of Wollongong |
| The Diocese of Maitland | |

CATHOLIC INDEPENDENT SCHOOLS

| | |
|---|--|
| The John Berne School, Lewisham | St. Clare's College, Waverley |
| Boys' Town, Engadine* | St. Dominic's College, Penrith |
| Brigidine College, St Ives | St. Edward's College, Gosford |
| Chevalier College, Bowral | St. Edmund's College, Canberra |
| Christian Brothers High School, Lewisham | St. Edmund's School, Wairoonga |
| Daramalan College, Dickson, ACT | St. Gabriel's School, Castle Hill |
| Edmund Rice College, Wollongong | St. Gregory's College, Campbelltown |
| Holy Saviour School, Greenacre | St. Joseph's College, Hunters Hill |
| Kincoppal-Rose Bay School of the Sacred Heart | St. Lucy's School, Wairoonga |
| Marist College, Canberra | St. Mary Star of the Sea College, Wollongong |
| Mater Dei School, Camden | St. Maroun's School, Dulwich Hill |
| Mount St. Benedict College, Pennant Hills | St Paul's International College, Moss Vale |
| Mount St Joseph, Milperra | St. Patrick's College, Strathfield |
| Oakhill College, Castle Hill | St. Patrick's College, Campbelltown |
| Maronite College of the Holy Family, Parramatta | St. Pius X College, Chatswood |
| Our Lady of Mercy College, Parramatta | St. Scholastica's College, Glebe Point |
| Rosebank College, Five Dock | St. Stanislaus' College, Bathurst |
| Santa Sabina College, Strathfield | St Vincent's College, Potts Point |

Stella Maris College, Manly

Trinity Catholic College, Lismore

St. Augustine's College, Brookvale

Waverley College, Waverley

St. Charbel's College, Punchbowl

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

8. FIVE YEAR QUALIFYING PERIOD

CATHOLIC INDEPENDENT SCHOOLS

Monte Sant' Angelo Mercy College,
North Sydney

Red Bend Catholic College, Forbes

9. AGREEMENT AND APPLICATION TO TRANSFER LONG SERVICE LEAVE

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

Within fourteen days of commencing duties as an employee with the New Employer, the employee will complete Part One of this form and forward/give this form to the New Employer. The New Employer will complete Part Two, retain a copy, and forward the form to the Former Employer.

PART ONE (TO BE COMPLETED BY THE EMPLOYEE)

1) I, _____ was until ____ / ____ / 20 ____
employed at _____
School/College by _____
(Former Employer).

2) As from ____ / ____ / 20 ____ I have been/will be employed by

(New Employer)
at _____ School/College.

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

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

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

Dated this _____ day of _____ 20 ____

SIGNED _____

ADDRESS _____

PART TWO (TO BE COMPLETED BY THE NEW EMPLOYER)

I, _____

for and on behalf of

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

Dated this _____ day of _____ 20 _____

For and on Behalf of the New Employer

PART THREE EMPLOYEE INFORMATION SHEET

EMPLOYEE INFORMATION SHEET

The Catholic Schools Intrastate Long Service Leave Portability Annexure (the “Annexure”) has been developed as a benefit to be provided to employees of participating NSW/ ACT Catholic Diocesan Authorities and participating Catholic Independent School Authorities in recognition of the significant contribution made by these employees in advancing the mission of the Catholic Church in the area of Catholic education.

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

Employees of participating Catholic Schools are entitled under the Annexure to transfer their long service leave entitlements when they terminate their employment with one participating employer and become employed by another participating employer in the capacity of Principal, Teacher, Adviser or General Employee within a period not exceeding the equivalent of two school terms.

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

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

An employee is required to apply for the transfer of long service leave entitlement and for the recognition of eligible service by completing the form which is attached (Part One of the Annexure) and providing it to their new employer within 14 days of the commencement of their duties.

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

ANNEXURE D
AUSTRALIAN PROFESSIONAL
STANDARDS FOR TEACHERS

Australian Professional Standards for Teachers

February 2011

Work on the Australian Professional Standards for Teachers (the Standards) commenced under the auspices of the Ministerial Council for Education, Early Childhood Development and Youth Affairs (MCEECDYA – now the Education Council) in 2009. Significant work was undertaken by the Australian Standards Sub-group of the Australian Education, Early Childhood Development and Youth Affairs Senior Officials Committee (AEEYSOC) during 2009-10. The Australian Institute for Teaching and School Leadership (AITSL) assumed responsibility for validating and finalising the Standards in July 2010.

The Australian Professional Standards for Teachers were endorsed by MCEECDYA in December 2010. AITSL appreciates Ministers' commitment to quality teaching and to the National Partnership on Improving Teacher Quality, and looks forward to continuing work with them on these important national reforms.

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Education Council, PO Box 202, Carlton South, VIC 3053, Australia.

The Australian Institute for Teaching and School Leadership was formed to provide national leadership for the Commonwealth, state and territory governments in promoting excellence in the profession of teaching and school leadership with funding provided by the Australian Government.

Preamble

The crucial role of the teacher

Teachers share a significant responsibility in preparing young people to lead successful and productive lives. The Australian Professional Standards for Teachers (the Standards) reflect and build on national and international evidence that a teacher's effectiveness has a powerful impact on students,¹ with broad consensus that teacher quality is the single most important in-school factor influencing student achievement.² Effective teachers can be a source of inspiration and, equally importantly, provide a dependable and consistent influence on young people as they make choices about further education, work and life.

As stated in the National Partnership on Improving Teacher Quality³ and the Melbourne Declaration on Educational Goals for Young Australians,⁴ improving teacher quality is considered an essential reform as part of Australia's efforts to improve student attainment and ensure it has a world class system of education. 'The greatest resource in Australian schools is our teachers. They account for the vast majority of expenditure in school education and have the greatest impact on student learning, far outweighing the impact of any other education program or policy'.⁵

Internationally⁶ and locally, education systems are developing professional standards for teachers to attract, develop, recognise and retain quality teachers. 'High performing school systems,

though strikingly different in construct and context, [maintain] a strong focus on improving instruction because of its direct impact upon student achievement'.⁷

Professional standards for teachers

Developing professional standards for teachers that can guide professional learning, practice and engagement facilitates the improvement of teacher quality and contributes positively to the public standing of the profession. The key elements of quality teaching are described in the Standards. They articulate what teachers are expected to know and be able to do at four career stages: Graduate, Proficient, Highly Accomplished and Lead.

The Standards and their descriptors represent an analysis of effective, contemporary practice by teachers throughout Australia. Their development included a synthesis of the descriptions of teachers' knowledge, practice and professional engagement used by teacher accreditation and registration authorities, employers and professional associations. Each descriptor has been informed by teachers' understanding of what is required at different stages of their careers. An extensive validation process involving almost 6,000 teachers ensured that each descriptor was shaped by the profession.

"The greatest resource in Australian schools is our teachers. They account for the vast majority of expenditure in school education and have the greatest impact on student learning, far outweighing the impact of any other education program or policy."

The Standards support the Melbourne Declaration,⁸ which describes aspirations for all young Australians for the next decade. This commits Australian Education Ministers to the specific educational goals that Australian schooling promotes equity and excellence and that all young Australians will become successful learners, confident and creative individuals, and active and informed citizens.⁹ 'All Australian governments, universities, school sectors and individual schools have a responsibility to work together to support high-quality teaching and school leadership, including by enhancing pre-service¹⁰ teacher education'.¹¹

Purpose of the Standards

The Australian Professional Standards for Teachers are a public statement of what constitutes teacher quality. They define the work of teachers and make explicit the elements of high-quality, effective teaching in 21st century schools that will improve educational outcomes for students. The Standards do this by providing a framework which makes clear the knowledge, practice and professional engagement required across teachers' careers. They present a common understanding and language for discourse between teachers, teacher educators, teacher organisations, professional associations and the public.

Teacher standards also inform the development of professional learning goals, provide a framework by which teachers can judge the success of their learning and assist self-reflection and self-assessment.¹² Teachers can use the Standards to recognise their current and developing capabilities, professional aspirations and achievements.

Standards contribute to the professionalisation of teaching and raise the status of the profession. They could also be used as the basis for a professional accountability model,¹³ helping to ensure that teachers can demonstrate appropriate levels of professional knowledge, professional practice and professional engagement.

The Australian Professional Standards for Teachers are organised into four career stages and guide the preparation, support and development of teachers. The stages reflect the continuum of a teacher's developing professional expertise from undergraduate preparation through to being an exemplary classroom practitioner and a leader in the profession.

The Graduate Standards will underpin the accreditation of initial teacher education programs. Graduates from accredited programs qualify for registration¹⁴ in each state and territory.

The Proficient Standards will be used to underpin processes for full registration as a teacher and to support the requirements of nationally consistent teacher registration.

The Standards at the career stages of Highly Accomplished and Lead will inform voluntary certification.¹⁵

Organisation of the Australian Professional Standards for Teachers

The Australian Professional Standards for Teachers comprise seven Standards which outline what teachers should know and be able to do. The Standards are interconnected, interdependent and overlapping.

The Standards are grouped into three domains of teaching; Professional Knowledge, Professional Practice and Professional Engagement. In practice, teaching draws on aspects of all three domains.

Within each Standard focus areas provide further illustration of teaching knowledge, practice and professional engagement. These are then separated into Descriptors at four professional career stages: Graduate, Proficient, Highly Accomplished and Lead.

Domains of teaching

Standards

Focus areas and descriptors

Professional Knowledge

1. Know students and how they learn

2. Know the content and how to teach it

Refer to the Standard at each career stage

Professional Practice

3. Plan for and implement effective teaching and learning

4. Create and maintain supportive and safe learning environments

5. Assess, provide feedback and report on student learning

Professional Engagement

6. Engage in professional learning

7. Engage professionally with colleagues, parents/carers and the community

Organisation of the Standards

Domains of teaching

Professional Knowledge

Teachers draw on a body of professional knowledge and research to respond to the needs of their students within their educational contexts.

Teachers know their students well, including their diverse linguistic, cultural and religious backgrounds. They know how the experiences that students bring to their classroom affect their continued learning. They know how to structure their lessons to meet the physical, social and intellectual development and characteristics of their students.

Teachers know the content of their subjects and curriculum. They know and understand the fundamental concepts, structure and enquiry processes relevant to programs they teach. Teachers understand what constitutes effective, developmentally appropriate strategies in their learning and teaching programs and use this knowledge to make the content meaningful to students.

Through their teaching practice, teachers develop students' literacy and numeracy within their subject areas. They are also able to use Information and Communication Technology to contextualise and expand their students' modes and breadth of learning.

Professional Practice

Teachers are able to make learning engaging and valued. They are able to create and maintain safe, inclusive and challenging learning environments and implement fair and equitable behaviour management plans. They use sophisticated communication techniques.

Teachers have a repertoire of effective teaching strategies and use them to implement well-designed teaching programs and lessons. They regularly evaluate all aspects of their teaching practice to ensure they are meeting the learning needs of their students. They interpret and use student assessment data to diagnose barriers to learning and to challenge students to improve their performance.

They operate effectively at all stages of the teaching and learning cycle, including planning for learning and assessment, developing learning programs, teaching, assessing, providing feedback on student learning and reporting to parents/carers.

Professional Engagement

Teachers model effective learning. They identify their own learning needs and analyse, evaluate and expand their professional learning both collegially and individually.

Teachers demonstrate respect and professionalism in all their interactions with students, colleagues, parents/carers and the community. They are sensitive to the needs of parents/carers and can communicate effectively with them about their children's learning.

Teachers value opportunities to engage with their school communities within and beyond the classroom to enrich the educational context for students. They understand the links between school, home and community in the social and intellectual development of their students.

The Australian Professional Standards For Teachers

The seven Standards identify what is expected of teachers within three domains of teaching. Teachers' demonstration of the Standards will occur within their specific teaching context at their stage of expertise and reflect the learning requirements of the students they teach.

Domains of teaching Standards

- Standard 1:** 1. Know students and how they learn
- Standard 2:** 2. Know the content and how to teach it
- Standard 3:** 3. Plan for and implement effective teaching and learning
- Standard 4:** 4. Create and maintain supportive and safe learning environments
- Standard 5:** 5. Assess, provide feedback and report on student learning
- Standard 6:** 6. Engage in professional learning
- Standard 7:** 7. Engage professionally with colleagues, parents/carers and the community

Focus areas and descriptors

The focus areas and descriptors identify the components of quality teaching at each career stage. They constitute agreed characteristics of the complex process of teaching. An effective teacher is able to integrate and apply knowledge, practice and professional engagement as outlined in the descriptors to create teaching environments in which learning is valued.

Professional capability at four career stages

The four career stages in the Standards provide benchmarks to recognise the professional growth of teachers throughout their careers. The descriptors across the four career stages represent increasing levels of knowledge, practice and professional engagement for teachers. Progression through the stages describes a growing understanding, applied with increasing sophistication across a broader and more complex range of situations.

Graduate teachers

Graduate teachers have completed a qualification that meets the requirements of a nationally accredited program of initial teacher education. The award of this qualification means that they have met the Graduate Standards.

On successful completion of their initial teacher education, graduate teachers possess the requisite knowledge and skills to plan for and manage learning programs for students. They demonstrate knowledge and understanding of the implications for learning of students' physical, cultural, social, linguistic and intellectual characteristics. They understand principles of inclusion and strategies for differentiating teaching to meet the specific learning needs of students across the full range of abilities.

Graduate teachers have an understanding of their subject/s, curriculum content and teaching strategies. They are able to design lessons that meet the requirements of curriculum, assessment and reporting. They demonstrate the capacity to interpret student assessment data to evaluate student learning and modify teaching practice. They know how to select and apply timely and appropriate types of feedback to improve students' learning.

Graduate teachers demonstrate knowledge of practical strategies to create rapport with students and manage student behaviour. They know how to support students' wellbeing and safety, working within school and system curriculum and legislative requirements.

They understand the importance of working ethically, collaborating with colleagues, external professional and community representatives, and contributing to the life of the school. Teachers understand strategies for working effectively, sensitively and confidentially with parents/carers and recognise their role in their children's education.

Proficient teachers

Proficient teachers meet the requirements for full registration through demonstrating achievement of the seven Standards at this level.

These teachers create effective teaching and learning experiences for their students. They know the unique backgrounds of their students and adjust their teaching to meet their individual needs and diverse cultural, social and linguistic characteristics. They develop safe, positive and productive learning environments where all students are encouraged to participate.

They design and implement engaging teaching programs that meet curriculum, assessment and reporting requirements. They use feedback and assessment to analyse and support their students' knowledge and understanding. Proficient teachers use a range of sources, including student results, to evaluate their teaching and to adjust their programs to better meet student needs.

Proficient teachers are active participants in their profession and with advice from colleagues identify, plan and evaluate their own professional learning needs.

Proficient teachers are team members. They work collaboratively with colleagues; they seek out and are responsive to advice about educational issues affecting their teaching practice. They communicate effectively with their students, colleagues, parents/carers and community members. They behave professionally and ethically in all forums.

Highly Accomplished teachers

Highly Accomplished teachers are recognised as highly effective, skilled classroom practitioners and routinely work independently and collaboratively to improve their own practice and the practice of colleagues. They are knowledgeable and active members of the school.

Highly Accomplished teachers contribute to their colleagues' learning. They may also take on roles that guide, advise or lead others. They regularly initiate and engage in discussions about effective teaching to improve the educational outcomes for their students.

They maximise learning opportunities for their students by understanding their backgrounds and individual characteristics and the impact of those factors on their learning. They provide colleagues, including pre-service teachers, with support and strategies to create positive and productive learning environments.

Highly Accomplished teachers have in-depth knowledge of subjects and curriculum content within their sphere of responsibility. They model sound teaching practices in their teaching areas. They work with colleagues to plan, evaluate and modify teaching programs to improve student learning. They keep abreast of the latest developments in their specialist content area or across a range of content areas for generalist teachers.

Highly Accomplished teachers are skilled in analysing student assessment data and use it to improve teaching and learning.

They are active in establishing an environment which maximises professional learning and practice opportunities for colleagues. They monitor their own professional learning needs and align them to the learning needs of students.

They behave ethically at all times. Their interpersonal and presentation skills are highly developed. They communicate effectively and respectfully with students, colleagues, parents/carers and community members.

Lead teachers

Lead teachers are recognised and respected by colleagues, parents/carers and the community as exemplary teachers. They have demonstrated consistent and innovative teaching practice over time. Inside and outside the school they initiate and lead activities that focus on improving educational opportunities for all students. They establish inclusive learning environments that meet the needs of students from different linguistic, cultural, religious and socio-economic backgrounds. They seek to improve their own practice and to share their experience with colleagues.

They are skilled in mentoring teachers and pre-service teachers, using activities that develop knowledge, practice and professional engagement in others. They promote creative, innovative thinking among colleagues. They apply skills and in-depth knowledge and understanding to deliver effective lessons and learning opportunities and share this information with colleagues and pre-service teachers. They describe the relationship between highly effective teaching and learning in ways that inspire colleagues to improve their own professional practice.

They lead processes to improve student performance by evaluating and revising programs, analysing student assessment data and taking account of feedback from parents/carers. This is combined with a synthesis of current research on effective teaching and learning.

They represent the school and the teaching profession in the community. They are professional, ethical and respected individuals inside and outside the school.

Conclusion

The development of the Australian Professional Standards for the teaching profession is an integral part of ensuring quality learning and teaching in Australian schools. With their development and implementation, Australian education systems are well placed to be among the best in the world.

These Standards build upon the significant work undertaken previously in Australia. They are a fundamental component of the reforms agreed to in the National Partnership on Improving Teacher Quality and will help to realise the goals and commitments set out in the Melbourne Declaration.

Professional Knowledge

Standard 1 – Know students and how they learn

| Focus area | Graduate | Proficient | Highly Accomplished | Lead |
|--|--|--|---|---|
| 1.1 Physical, social and intellectual development and characteristics of students | Demonstrate knowledge and understanding of physical, social and intellectual development and characteristics of students and how these may affect learning. | Use teaching strategies based on knowledge of students' physical, social and intellectual development and characteristics to improve student learning. | Select from a flexible and effective repertoire of teaching strategies to suit the physical, social and intellectual development and characteristics of students. | Lead colleagues to select and develop teaching strategies to improve student learning using knowledge of the physical, social and intellectual development and characteristics of students. |
| 1.2 Understand how students learn | Demonstrate knowledge and understanding of research into how students learn and the implications for teaching. | Structure teaching programs using research and collegial advice about how students learn. | Expand understanding of how students learn using research and workplace knowledge. | Lead processes to evaluate the effectiveness of teaching programs using research and workplace knowledge about how students learn. |
| 1.3 Students with diverse linguistic, cultural, religious and socioeconomic backgrounds | Demonstrate knowledge of teaching strategies that are responsive to the learning strengths and needs of students from diverse linguistic, cultural, religious and socioeconomic backgrounds. | Design and implement teaching strategies that are responsive to the learning strengths and needs of students from diverse linguistic, cultural, religious and socioeconomic backgrounds. | Support colleagues to develop effective teaching strategies that address the learning strengths and needs of students from diverse linguistic, cultural, religious and socioeconomic backgrounds. | Evaluate and revise school learning and teaching programs, using expert and community knowledge and experience, to meet the needs of students with diverse linguistic, cultural, religious and socioeconomic backgrounds. |

Standard 1 – Know students and how they learn

| Focus area | Graduate | Proficient | Highly Accomplished | Lead |
|--|--|--|--|--|
| 1.4 Strategies for teaching Aboriginal and Torres Strait Islander students | Demonstrate broad knowledge and understanding of the impact of culture, cultural identity and linguistic background on the education of students from Aboriginal and Torres Strait Islander backgrounds. | Design and implement effective teaching strategies that are responsive to the local community and cultural setting, linguistic background and histories of Aboriginal and Torres Strait Islander students. | Provide advice and support colleagues in the implementation of effective teaching strategies for Aboriginal and Torres Strait Islander students using knowledge of and support from community representatives. | Develop teaching programs that support equitable and ongoing participation of Aboriginal and Torres Strait Islander students by engaging in collaborative relationships with community representatives and parents/carers. |
| 1.5 Differentiate teaching to meet the specific learning needs of students across the full range of abilities | Demonstrate knowledge and understanding of strategies for differentiating teaching to meet the specific learning needs of students across the full range of abilities. | Develop teaching activities that incorporate differentiated strategies to meet the specific learning needs of students across the full range of abilities. | Evaluate learning and teaching programs, using student assessment data, that are differentiated for the specific learning needs of students across the full range of abilities. | Lead colleagues to evaluate the effectiveness of learning and teaching programs differentiated for the specific learning needs of students across the full range of abilities. |
| 1.6 Strategies to support full participation of students with disability | Demonstrate broad knowledge and understanding of legislative requirements and teaching strategies that support participation and learning of students with disability. | Design and implement teaching activities that support the participation and learning of students with disability and address relevant policy and legislative requirements. | Work with colleagues to access specialist knowledge, and relevant policy and legislation, to develop teaching programs that support the participation and learning of students with disability. | Initiate and lead the review of school policies to support the engagement and full participation of students with disability and ensure compliance with legislative and/or system policies. |

Professional Knowledge

Standard 2 – Know the content and how to teach it

| Focus area | Graduate | Proficient | Highly Accomplished | Lead |
|---|---|---|--|--|
| 2.1 Content and teaching strategies of the teaching area | Demonstrate knowledge and understanding of the concepts, substance and structure of the content and teaching strategies of the teaching area. | Apply knowledge of the content and teaching strategies of the teaching area to develop engaging teaching activities. | Support colleagues using current and comprehensive knowledge of content and teaching strategies to develop and implement engaging learning and teaching programs. | Lead initiatives within the school to evaluate and improve knowledge of content and teaching strategies and demonstrate exemplary teaching of subjects using effective, research-based learning and teaching programs. |
| 2.2 Content selection and organisation | Organise content into an effective learning and teaching sequence. | Organise content into coherent, well-sequenced learning and teaching programs. | Exhibit innovative practice in the selection and organisation of content and delivery of learning and teaching programs. | Lead initiatives that utilise comprehensive content knowledge to improve the selection and sequencing of content into coherently organised learning and teaching programs. |
| 2.3 Curriculum, assessment and reporting | Use curriculum, assessment and reporting knowledge to design learning sequences and lesson plans. | Design and implement learning and teaching programs using knowledge of curriculum, assessment and reporting requirements. | Support colleagues to plan and implement learning and teaching programs using contemporary knowledge and understanding of curriculum, assessment and reporting requirements. | Lead colleagues to develop learning and teaching programs using comprehensive knowledge of curriculum, assessment and reporting requirements. |

Professional Knowledge

Standard 2 – Know the content and how to teach it

| Focus area | Graduate | Proficient | Highly Accomplished | Lead |
|--|---|---|---|---|
| 2.4 Understand and respect Aboriginal and Torres Strait Islander people to promote reconciliation between Indigenous and non-Indigenous Australians | Demonstrate broad knowledge of, understanding of and respect for Aboriginal and Torres Strait Islander histories, cultures and languages. | Provide opportunities for students to develop understanding of and respect for Aboriginal and Torres Strait Islander histories, cultures and languages. | Support colleagues with providing opportunities for students to develop understanding of and respect for Aboriginal and Torres Strait Islander histories, cultures and languages. | Lead initiatives to assist colleagues with opportunities for students to develop understanding of and respect for Aboriginal and Torres Strait Islander histories, cultures and languages. |
| 2.5 Literacy and numeracy strategies | Know and understand literacy and numeracy teaching strategies and their application in teaching areas. | Apply knowledge and understanding of effective teaching strategies to support students' literacy and numeracy achievement. | Support colleagues to implement effective teaching strategies to improve students' literacy and numeracy achievement. | Monitor and evaluate the implementation of teaching strategies within the school to improve students' achievement in literacy and numeracy using research-based knowledge and student data. |
| 2.6 Information and Communication Technology (ICT) | Implement teaching strategies for using ICT to expand curriculum learning opportunities for students. | Use effective teaching strategies to integrate ICT into learning and teaching programs to make selected content relevant and meaningful. | Model high-level teaching knowledge and skills and work with colleagues to use current ICT to improve their teaching practice and make content relevant and meaningful. | Lead and support colleagues within the school to select and use ICT with effective teaching strategies to expand learning opportunities and content knowledge for all students. |

Standard 3 – Plan for and implement effective teaching and learning

| Focus area | Graduate | Proficient | Highly Accomplished | Lead |
|---|--|--|--|--|
| 3.1 Establish challenging learning goals | Set learning goals that provide achievable challenges for students of varying abilities and characteristics. | Set explicit, challenging and achievable learning goals for all students. | Develop a culture of high expectations for all students by modelling and setting challenging learning goals. | Demonstrate exemplary practice and high expectations and lead colleagues to encourage students to pursue challenging goals in all aspects of their education. |
| 3.2 Plan, structure and sequence learning programs | Plan lesson sequences using knowledge of student learning, content and effective teaching strategies. | Plan and implement well-structured learning and teaching programs or lesson sequences that engage students and promote learning. | Work with colleagues to plan, evaluate and modify learning and teaching programs to create productive learning environments that engage all students. | Exhibit exemplary practice and lead colleagues to plan, implement and review the effectiveness of their learning and teaching programs to develop students' knowledge, understanding and skills. |
| 3.3 Use teaching strategies | Include a range of teaching strategies. | Select and use relevant teaching strategies to develop knowledge, skills, problem solving and critical and creative thinking. | Support colleagues to select and apply effective teaching strategies to develop knowledge, skills, problem solving and critical and creative thinking. | Work with colleagues to review, modify and expand their repertoire of teaching strategies to enable students to use knowledge, skills, problem solving and critical and creative thinking. |
| 3.4 Select and use resources | Demonstrate knowledge of a range of resources, including ICT, that engage students in their learning. | Select and/or create and use a range of resources, including ICT, to engage students in their learning. | Assist colleagues to create, select and use a wide range of resources, including ICT, to engage students in their learning. | Model exemplary skills and lead colleagues in selecting, creating and evaluating resources, including ICT, for application by teachers within or beyond the school. |

Standard 3 – Plan for and implement effective teaching and learning

| Focus area | Graduate | Proficient | Highly Accomplished | Lead |
|---|---|--|---|--|
| 3.5 Use effective classroom communication | Demonstrate a range of verbal and non-verbal communication strategies to support student engagement. | Use effective verbal and non-verbal communication strategies to support student understanding, participation, engagement and achievement. | Assist colleagues to select a wide range of verbal and non-verbal communication strategies to support students' understanding, engagement and achievement. | Demonstrate and lead by example inclusive verbal and non-verbal communication using collaborative strategies and contextual knowledge to support students' understanding, engagement and achievement. |
| 3.6 Evaluate and improve teaching programs | Demonstrate broad knowledge of strategies that can be used to evaluate teaching programs to improve student learning. | Evaluate personal teaching and learning programs using evidence, including feedback from students and student assessment data, to inform planning. | Work with colleagues to review current teaching and learning programs using student feedback, student assessment data, knowledge of curriculum and workplace practices. | Conduct regular reviews of teaching and learning programs using multiple sources of evidence including: student assessment data, curriculum documents, teaching practices and feedback from parents/carers, students and colleagues. |
| 3.7 Engage parents/carers in the educative process | Describe a broad range of strategies for involving parents/carers in the educative process. | Plan for appropriate and contextually relevant opportunities for parents/carers to be involved in their children's learning. | Work with colleagues to provide appropriate and contextually relevant opportunities for parents/carers to be involved in their children's learning. | Initiate contextually relevant processes to establish programs that involve parents/carers in the education of their children and broader school priorities and activities. |

Standard 4 – Create and maintain supportive and safe learning environments

| Focus area | Graduate | Proficient | Highly Accomplished | Lead |
|--|--|--|---|--|
| 4.1 Support student participation | Identify strategies to support inclusive student participation and engagement in classroom activities. | Establish and implement inclusive and positive interactions to engage and support all students in classroom activities. | Model effective practice and support colleagues to implement inclusive strategies that engage and support all students. | Demonstrate and lead by example the development of productive and inclusive learning environments across the school by reviewing inclusive strategies and exploring new approaches to engage and support all students. |
| 4.2 Manage classroom activities | Demonstrate the capacity to organise classroom activities and provide clear directions. | Establish and maintain orderly and workable routines to create an environment where student time is spent on learning tasks. | Model and share with colleagues a flexible repertoire of strategies for classroom management to ensure all students are engaged in purposeful activities. | Initiate strategies and lead colleagues to implement effective classroom management and promote student responsibility for learning. |
| 4.3 Manage challenging behaviour | Demonstrate knowledge of practical approaches to manage challenging behaviour. | Manage challenging behaviour by establishing and negotiating clear expectations with students and address discipline issues promptly, fairly and respectfully. | Develop and share with colleagues a flexible repertoire of behaviour management strategies using expert knowledge and workplace experience. | Lead and implement behaviour management initiatives to assist colleagues to broaden their range of strategies. |

Standard 4 – Create and maintain supportive and safe learning environments

| Focus area | Graduate | Proficient | Highly Accomplished | Lead |
|--|--|---|--|---|
| 4.4 Maintain student safety | Describe strategies that support students' well-being and safety working within school and/or system, curriculum and legislative requirements. | Ensure students' well-being and safety within school by implementing school and/or system, curriculum and legislative requirements. | Initiate and take responsibility for implementing current school and/or system, curriculum and legislative requirements to ensure student well-being and safety. | Evaluate the effectiveness of student well-being policies and safe working practices using current school and/or system, curriculum and legislative requirements and assist colleagues to update their practices. |
| 4.5 Use ICT safely, responsibly and ethically | Demonstrate an understanding of the relevant issues and the strategies available to support the safe, responsible and ethical use of ICT in learning and teaching. | Incorporate strategies to promote the safe, responsible and ethical use of ICT in learning and teaching. | Model, and support colleagues to develop, strategies to promote the safe, responsible and ethical use of ICT in learning and teaching. | Review or implement new policies and strategies to ensure the safe, responsible and ethical use of ICT in learning and teaching. |

Standard 5 – Assess, provide feedback and report on student learning

| Focus area | Graduate | Proficient | Highly Accomplished | Lead |
|---|---|---|--|--|
| 5.1 Assess student learning | Demonstrate understanding of assessment strategies, including informal and formal, diagnostic, formative and summative approaches to assess student learning. | Develop, select and use informal and formal, diagnostic, formative and summative assessment strategies to assess student learning. | Develop and apply a comprehensive range of assessment strategies to diagnose learning needs, comply with curriculum requirements and support colleagues to evaluate the effectiveness of their approaches to assessment. | Evaluate school assessment policies and strategies to support colleagues with: using assessment data to diagnose learning needs, complying with curriculum, system and/or school assessment requirements and using a range of assessment strategies. |
| 5.2 Provide feedback to students on their learning | Demonstrate an understanding of the purpose of providing timely and appropriate feedback to students about their learning. | Provide timely, effective and appropriate feedback to students about their achievement relative to their learning goals. | Select from an effective range of strategies to provide targeted feedback based on informed and timely judgements of each student's current needs in order to progress learning. | Model exemplary practice and initiate programs to support colleagues in applying a range of timely, effective and appropriate feedback strategies. |
| 5.3 Make consistent and comparable judgements | Demonstrate understanding of assessment moderation and its application to support consistent and comparable judgements of student learning. | Understand and participate in assessment moderation activities to support consistent and comparable judgements of student learning. | Organise assessment moderation activities that support consistent and comparable judgements of student learning. | Lead and evaluate moderation activities that ensure consistent and comparable judgements of student learning to meet curriculum and school or system requirements. |

Standard 5 – Assess, provide feedback and report on student learning

| Focus area | Graduate | Proficient | Highly Accomplished | Lead |
|--|--|--|--|--|
| 5.4 Interpret student data | Demonstrate the capacity to interpret student assessment data to evaluate student learning and modify teaching practice. | Use student assessment data to analyse and evaluate student understanding of subject/content, identifying interventions and modifying teaching practice. | Work with colleagues to use data from internal and external student assessments for evaluating learning and teaching, identifying interventions and modifying teaching practice. | Co-ordinate student performance and program evaluation using internal and external student assessment data to improve teaching practice. |
| 5.5 Report on student achievement | Demonstrate understanding of a range of strategies for reporting to students and parents/carers and the purpose of keeping accurate and reliable records of student achievement. | Report clearly, accurately and respectfully to students and parents/carers about student achievement, making use of accurate and reliable records. | Work with colleagues to construct accurate, informative and timely reports to students and parents/carers about student learning and achievement. | Evaluate and revise reporting and accountability mechanisms in the school to meet the needs of students, parents/carers and colleagues. |

Professional Engagement

| Standard 6 – Engage in professional learning | | Proficient | Highly Accomplished | Lead |
|---|--|---|---|--|
| Focus area | Graduate | | | |
| 6.1 Identify and plan professional learning needs | Demonstrate an understanding of the role of the Australian Professional Standards for Teachers in identifying professional learning needs. | Use the Australian Professional Standards for Teachers and advice from colleagues to identify and plan professional learning needs. | Analyse the Australian Professional Standards for Teachers to plan personal professional development goals, support colleagues to identify and achieve personal development goals and pre-service teachers to improve classroom practice. | Use comprehensive knowledge of the Australian Professional Standards for Teachers to plan and lead the development of professional learning policies and programs that address the professional learning needs of colleagues and pre-service teachers. |
| 6.2 Engage in professional learning and improve practice | Understand the relevant and appropriate sources of professional learning for teachers. | Participate in learning to update knowledge and practice, targeted to professional needs and school and/or system priorities. | Plan for professional learning by accessing and critiquing relevant research, engage in high quality targeted opportunities to improve practice and offer quality placements for pre-service teachers where applicable. | Initiate collaborative relationships to expand professional learning opportunities, engage in research, and provide quality opportunities and placements for pre-service teachers. |
| 6.3 Engage with colleagues and improve practice | Seek and apply constructive feedback from supervisors and teachers to improve teaching practices. | Contribute to collegial discussions and apply constructive feedback from colleagues to improve professional knowledge and practice. | Initiate and engage in professional discussions with colleagues in a range of forums to evaluate practice directed at improving professional knowledge and practice, and the educational outcomes of students. | Implement professional dialogue within the school or professional learning network(s) that is informed by feedback, analysis of current research and practice to improve the educational outcomes of students. |
| 6.4 Apply professional learning and improve student learning | Demonstrate an understanding of the rationale for continued professional learning and the implications for improved student learning. | Undertake professional learning programs designed to address identified student learning needs. | Engage with colleagues to evaluate the effectiveness of teacher professional learning activities to address student learning needs. | Advocate, participate in and lead strategies to support high-quality professional learning opportunities for colleagues that focus on improved student learning. |

Professional Engagement

Standard 7 – Engage professionally with colleagues, parents/carers and the community

| Focus area | Graduate | Proficient | Highly Accomplished | Lead |
|--|--|--|--|---|
| 7.1 Meet professional ethics and responsibilities | Understand and apply the key principles described in codes of ethics and conduct for the teaching profession. | Meet codes of ethics and conduct established by regulatory authorities, systems and schools. | Maintain high ethical standards and support colleagues to interpret codes of ethics and exercise sound judgement in all school and community contexts. | Model exemplary ethical behaviour and exercise informed judgements in all professional dealings with students, colleagues and the community. |
| 7.2 Comply with legislative, administrative and organisational requirements | Understand the relevant legislative, administrative and organisational policies and processes required for teachers according to school stage. | Understand the implications of and comply with relevant legislative, administrative, organisational and professional requirements, policies and processes. | Support colleagues to review and interpret legislative, administrative, and organisational requirements, policies and processes. | Initiate, develop and implement relevant policies and processes to support colleagues' compliance with and understanding of existing and new legislative, administrative, organisational and professional responsibilities. |
| 7.3 Engage with the parents/carers | Understand strategies for working effectively, sensitively and confidentially with parents/carers. | Establish and maintain respectful collaborative relationships with parents/carers regarding their children's learning and well-being. | Demonstrate responsiveness in all communications with parents/carers about their children's learning and well-being. | Identify, initiate and build on opportunities that engage parents/carers in both the progress of their children's learning and in the educational priorities of the school. |
| 7.4 Engage with professional teaching networks and broader communities | Understand the role of external professionals and community representatives in broadening teachers' professional knowledge and practice. | Participate in professional and community networks and forums to broaden knowledge and improve practice. | Contribute to professional networks and associations and build productive links with the wider community to improve teaching and learning. | Take a leadership role in professional and community networks and support the involvement of colleagues in external learning opportunities. |

Glossary

A

Accreditation

Endorsement that a program meets approved standards.

Advocate

Promote a view or position or provide support to others.

Assessment – formal

Evaluating student performance through a structured (often written) assessment.

Assessment – formative

Evaluating student learning to provide feedback to students and devise/change teaching and learning programs.

Assessment – informal

Evaluating student performance through techniques such as observation and anecdotal records.

Assessment – summative

Evaluating student achievement of learning goals at a point in time.

B

Broad

Ensuring variety, not narrow or limited; i.e. comprehensive in content, knowledge, experience, ability, or application.

C

Career stage

Benchmarks which recognise the professional growth of teachers throughout their careers, represented by increasing levels of knowledge, practice and professional engagement.

Certification

Credential attained by teachers who have met specified requirements.

Collaboration

Working with one or more colleagues to achieve a common goal.

Colleague

Other professionals and paraprofessionals (inside and outside the school) including but not limited to, teachers, principals, specialist teachers, pre-service teachers, industry partners, education assistants, teachers' aides.

Context

The set of circumstances or facts that surround a particular event, situation or environment.

Curriculum content

What teachers are expected to teach and students are expected to learn. Curriculum content includes knowledge, skills and understanding that students are expected to learn and is usually described for a particular learning area at a particular year level.

D

Demonstrate

To show or make evident knowledge and/or understanding.

E

Effective teaching strategies

Strategies which research and workplace knowledge suggests contribute to successful learning outcomes for students.

Evidence

Data that is considered reliable and valid which can be used to support a particular idea, conclusion or decision.

Exemplary

A high standard of practice, serving as a model or example for students, colleagues and the community.

I

ICT

Information and Communication Technology; the generation and application of knowledge and processes to develop devices, methods and systems.

L

Learning and teaching program

An organised and sequenced program of teaching activities and strategies; assessment strategies and resources.

Learning goals

The specific, measurable, attainable, realistic and time-targeted (SMART) objectives set with, by and for students.

M

Mentor

A more experienced person who supports and assists another person to grow and learn in their role.

N

Non-verbal communication

The use of unspoken cues generated by both the teacher and their environment that have potential message value to students. This could include but is not limited to eye contact, gestures, proximity and visual aids.

P

Pre-service teachers

Students in initial teacher education programs provided by higher education institutions.

R

Range

The set of available strategies or tools that can be used in different situations.

Registration

Regulatory processes for entry and continued employment in the teaching profession.

S

Stages of learning

Levels of learning aligned to the age or development of students.

Subject

Specific, recognised body of learning that is described in a curriculum document or is the focus of undergraduate studies.

T

Teaching area

The curriculum and learning area/s in which the teacher provides instruction.

W

Workplace knowledge

Knowledge of learning and teaching developed by practitioners within the context of their work environment.

Notes

1. J Hattie, 'Teachers make a difference: what is the research evidence?' paper presented to Australian Council for Educational Research Annual Conference, Melbourne, 19 – 21 October 2003.
2. Organisation for Economic Co-operation and Development (OECD), *Teachers matter: Attracting, developing and retaining effective teachers*, 6th edn, Paris, OECD Publishing, 2005.
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4. Ministerial Council for Education, Employment, Training and Youth Affairs, Melbourne declaration on educational goals for young Australians, Melbourne, 2008, viewed 31 January 2011, http://www.curriculum.edu.au/verve/_resources/National_Declaration_on_the_Educational_Goals_for_Young_Australians.pdf
5. B Jensen, *What teachers want: Better teacher management*, Melbourne, Grattan Institute, 2010, p. 5.
6. OECD, 'Teacher evaluation: a conceptual framework and examples of country practice', paper presented at the OECD-Mexico workshop, Towards a teacher evaluation framework in Mexico: international practices, criteria and mechanisms, Mexico City, 1-2 December 2009.
7. M Barber & M Mourshed, *How the world's best-performing school systems come out on top*, London, McKinsey & Company, 2007, p. 13.
8. Ministerial Council for Education, Employment, Training and Youth Affairs, Melbourne declaration on educational goals for young Australians, Melbourne, 2008, viewed 24 November 2010, http://www.curriculum.edu.au/verve/_resources/National_Declaration_on_the_Educational_Goals_for_Young_Australians.pdf
9. Although Australian education systems perform strongly against other OECD countries, low equity is still a significant issue. In response to this, the Melbourne Declaration commits to specific actions such as improving educational outcomes for Indigenous youth and students with disability.
10. The terminology 'initial teacher education' has replaced the term pre-service teacher education.
11. Ministerial Council for Education, Employment, Training and Youth Affairs, Melbourne declaration on educational goals for young Australians, Melbourne, 2008, viewed 31 January 2011, p. 11. http://www.curriculum.edu.au/verve/_resources/National_Declaration_on_the_Educational_Goals_for_Young_Australians.pdf
12. RJ Yinger & MS Hendricks-Lee, *The language of standards and teacher education reform*, *Educational Policy*, 14(1), 2000, 94–106, viewed 18 January 2011, <http://epx.sagepub.com/content/14/1/94>
13. *ibid.*
14. In New South Wales (NSW) "accreditation" is the equivalent of "registration".
15. "Accreditation" in NSW.

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