



DECISION

Fair Work Act 2009
s.185—Enterprise agreement

Catholic Commission for Employment Relations (AG2020/3701)

NSW AND ACT CATHOLIC SYSTEMIC SCHOOLS ENTERPRISE AGREEMENT 2020

Educational services

COMMISSIONER JOHNS

SYDNEY, 14 JANUARY 2021

Application for approval of the NSW and ACT Catholic Systemic Schools Enterprise Agreement 2020.

[1] An application has been made for approval of an enterprise agreement known as the *NSW and ACT Catholic Systemic Schools Enterprise Agreement 2020 (the Agreement)*. The application was made pursuant to s.185 of the *Fair Work Act 2009 (the Act)*. It has been made by the Catholic Commission for Employment Relations. The Agreement is a single enterprise agreement.

[2] I am satisfied that each of the requirements of ss.186, 187 and 188 as are relevant to this application for approval have been met.

[3] The Independent Education Union of Australia being a bargaining representative for the Agreement, 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 21 January 2021. The nominal expiry date of the Agreement is 31 December 2021.



COMMISSIONER

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NSW & ACT CATHOLIC
SYSTEMIC SCHOOLS
ENTERPRISE AGREEMENT

2020

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PART 1

APPLICATION AND OPERATION

1. TITLE OF THE AGREEMENT

The title of this Agreement is the *NSW and ACT Catholic Systemic Schools Enterprise Agreement 2020*.

2. COVERAGE

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

- (a) the Employers, that is:
 - (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 Archdiocese of Canberra and Goulburn;
 - (v) the Diocese of Lismore Catholic Schools Limited;
 - (vi) the Trustees of the Roman Catholic Church for the Diocese of Maitland-Newcastle on behalf of the Catholic Schools Office;
 - (vii) Sydney Catholic Schools Ltd ACN 619137343 as Trustee for the Sydney Catholic Schools Trust ABN 26 158 447 082;
 - (viii) the Catholic Education Office, Diocese of Parramatta;
 - (ix) the Trustees of the Roman Catholic Church for the Diocese of Wagga Wagga;
 - (x) the Diocese of Wilcannia-Forbes (the Trustees of the Roman Catholic Church for the Diocese of Wilcannia-Forbes); and
 - (xi) the Trustees of the Roman Catholic Church for the Diocese of Wollongong as Trustees for the Wollongong Diocese Catholic School System
- (b) Teachers and General Employees (as defined in **clause 4, Definitions**) employed by an Employer who work in any registered school operated by an Employer or trades skills centre operated by an Employer; and
- (c) the Union.

2.2 This Agreement does not cover or apply to:

- (a) a person appointed as a Principal;
- (b) a Priest or member of a recognised religious order, not including a person who is an Employee and otherwise covered by this Agreement;
- (c) a person whose usual location of work is not a registered school or trades skills centre;
- (d) a person who is employed to work in early learning centres, pre-schools, or before

and after school care and vacation care centres;

- (e) a person who is employed to work in a boarding house (unless appointed as a Teacher);
- (f) a person who is a volunteer or contractor;
- (g) a person who is employed as a consultant, education officer or advisor (however named) who is based in and reports through a CEO or CSO notwithstanding the fact that they may work in schools as part of their normal duties;
- (h) a person who works in a non-educational and commercially focussed enterprise that is conducted on the Employer's premises, regardless of whether it is linked to a trade skills centre or operated by a third party (the 'enterprise'). If a person has two roles within both a school and the enterprise this exclusion will only apply to that part of their role which is exclusively within the enterprise;
- (i) psychologists or counsellors (unless appointed as a Teacher);
- (j) ICT employees employed in schools in the Archdiocese of Canberra and Goulburn whose principal role is the provision of ICT services, including Network Administrators; and
- (k) ICT employees engaged to perform work that has general application across the system of schools operated by the CEO or CSO as a whole or who undertake special projects initiated by the CEO or CSO.

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 2021.
- (b) As soon as practicable after the commencement date, 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 Employees from the first full pay period on or after 1 January 2020.

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 A PARTICULAR EMPLOYER

Additional conditions of employment applicable to Teachers or to Employees (as indicated in the Annexure titles below) employed in:

- (a) the Diocese of Armidale are included in **Annexure A - Other Conditions of Employment Applicable to Teachers employed in the Diocese of Armidale** to this Agreement;
- (b) the Diocese of Bathurst are included in **Annexure B - Other Conditions of Employment Applicable to Teachers employed in the Diocese of Bathurst** to this Agreement;
- (c) the Diocese of Broken Bay are included in **Annexure C - Other Conditions of Employment Applicable to Teachers employed in the Diocese of Broken Bay** to this Agreement;
- (d) the Archdiocese of Canberra and Goulburn are included in **Annexure D - Other Conditions of Employment Applicable to Employees employed in the Archdiocese of Canberra and Goulburn** to this Agreement;
- (e) the Diocese of Lismore are included in **Annexure E - Other Conditions of Employment Applicable to Teachers employed in the Diocese of Lismore** to this Agreement;
- (f) the Diocese of Maitland-Newcastle are included in **Annexure F - Other Conditions of Employment Applicable to Teachers employed in the Diocese of Maitland-Newcastle** to this Agreement;
- (g) the Diocese of Parramatta are included in **Annexure G - Other Conditions of Employment Applicable to Teachers employed in the Diocese of Parramatta** to this Agreement;
- (h) the Archdiocese of Sydney are included in **Annexure H - Other Conditions of Employment Applicable to Teachers employed in the Archdiocese of Sydney** to this Agreement;
- (i) the Diocese of Wagga Wagga are included in **Annexure I - Other Conditions of Employment Applicable to Teachers employed in the Diocese of Wagga Wagga** to this Agreement;
- (j) the Diocese of Wilcannia-Forbes are included in **Annexure J - Other Conditions of Employment Applicable to Employees employed in the Diocese of Wilcannia-Forbes** to this Agreement; and
- (k) the Diocese of Wollongong are included in **Annexure K - Other Conditions of Employment Applicable to Teachers and General Employees employed in the Diocese of Wollongong** to this Agreement.

3.4 RELATIONSHIP OF WORK PRACTICES AGREEMENTS AND THIS AGREEMENT

All Work Practices Agreements, whether referred to in this Agreement or not, are not incorporated and do not form part of this Agreement.

3.5 EMPLOYER POLICIES

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

3.6 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 General Employee job classification without their written consent. This does not apply to temporary Employees who are offered a new contract of employment;
- (c) in the case of a General Employee, be required to work during pupil vacation periods if, under the terms of the previous agreement, the Employee was not required to work during pupil vacation periods, unless agreed to in writing by the General Employee and Employer;
- (d) in the case of a General Employee performing the work of a cleaner, be paid an averaged weekly rate of pay in accordance with **subclause 21.2** unless agreed to in writing by the General Employee and the Employer; and
- (e) in the case of a full-time maintenance and outdoor Employee engaged to work a 19 day month (or other agreed arrangement) under clause 12 ('Implementation of 38 hour week') of the *Maintenance and Outdoor Staff (Catholic Schools) Enterprise Agreement 2011*, cease to be engaged according to these arrangements, unless agreed to in writing by the General Employee and Employer.

4. DEFINITIONS

In this Agreement:

- **'Act'** means the *Fair Work Act 2009* (Cth), as amended or replaced from time to time.
- **'this Agreement'** means the *NSW and ACT Catholic Systemic Schools Enterprise Agreement 2020*.
- **'AITSL'** means the Australian Institute for Teaching and School Leadership.
- **'Assistant Principal'** means a Teacher appointed as such, who assists the Principal in their responsibility for educational leadership of a school.
- **'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 N**. 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 students.
- **'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 term weeks for each engagement.

- **‘Catholic Education Office’ (CEO) or ‘Catholic Schools Office’ (CSO)** means the central office(s) (and where applicable regional office(s)) (however named) within each Employer where the provision of NSW and/or ACT Catholic Systemic schooling is directed, managed and/or controlled.
- **‘Coordinator’** means a Teacher appointed as such in a school. Coordinator will include a Coordinator 1, 2 or 3 in NSW schools (except those NSW schools operated by the Archdiocese of Canberra and Goulburn which will include a Coordinator 1 and 2) and include a Teacher appointed as Coordinator 1.0 or 0.5 in ACT Schools.
- **‘commencement date’** means seven days after this Agreement is approved by the Fair Work Commission.
- **‘Diocese(s)’** means the Archdiocese of Sydney, Archdiocese of Canberra and Goulburn, or one of the Dioceses of Armidale, Bathurst, Broken Bay, Lismore, Maitland-Newcastle, Parramatta, Wagga Wagga, Wilcannia-Forbes or Wollongong as appropriate.
- **‘Employee’** means a person employed by an Employer as either a Teacher or General Employee as defined within this Agreement.
- **‘Employer’** means an Employer covered by this Agreement as provided in **subclause 2.1**. Note that the Employer is not the individual school.
- **‘full-time Employee’** means a full-time Teacher or a full-time General Employee.
- **‘FTE’ (Full-Time Equivalent)** means the proportion that the number of teaching hours per week worked by a Teacher bears to the number of teaching hours that a full-time Teacher at the school is required to teach. A Teacher’s FTE is the basis upon which pro rata pay and conditions for part-time Teachers will be determined.
- **‘full-time General Employee’** means a General Employee, other than a casual or part-time General Employee, who is employed to work 38 hours per week (or 76 hours rostered over a fortnight).
- **‘full-time Teacher’** means any Teacher other than a casual or part-time Teacher.
- **‘FWC’** means the Fair Work Commission.
- **‘General Employee’** means an Employee who is performing work within one of the following occupational streams:
 - (i) **Classroom and Learning Support Services** — being an Employee whose principal duties are to provide support and assistance to Teachers and students in a classroom setting to individual students or groups of students, or to support the operation of curriculum-related services in a school, such as those provided by a library, laboratory or a technology centre.
 - (ii) **School Administrative Services** — being an Employee whose principal duties are in clerical or administration or information communication and technology (ICT) services within a school (but not including those employees excluded pursuant to **clause 2.2** of this Agreement).
 - (iii) **School Operational Services** — being an Employee whose principal duties are to support the other services of a school, including but not limited to cleaning, building and

grounds maintenance, retailing — canteens, uniform shops; and bus driving and vehicle maintenance.

- **‘immediate family’** is as defined in the Act.
- **‘MySuper product’** has the meaning given by the *Superannuation Industry (Supervision) Act 1993* (Cth).
- **‘NES’** means the National Employment Standards as contained in Part 2-2 of the Act.
- **‘NSW and ACT Catholic Systemic Schools’** means the registered schools run by the Employer and includes trades skills centres connected to such schools.
- **‘NSW Education Standards Authority (NESA)’** is the body which oversees accreditation and recognition of teachers’ professional capacity against the APST for teachers working in NSW.
- **‘part-time Employee’** means a part-time Teacher or part-time General Employee.
- **‘part-time General Employee’** means a General Employee who has a regular pattern of work which is less than 38 hours per week (or less than 76 hours rostered over a fortnight).
- **‘part-time Teacher’** means a Teacher who is engaged to work regularly, but for less than a full school week and not more than 0.8 of the normal hours which a full-time teacher at the school is required to teach. A part-time Teacher may work more than 0.8 of the normal full-time load where an agreement has been reached by the parties. Such agreement will be recorded in writing and signed by the Teacher and representative of the Employer. Any additional terms of the agreement (such as the length of the term of the agreement and the scheduling of the time that the Teacher is not required to teach) will be included.
- **‘previous agreement’** means the *NSW and ACT Catholic Systemic Schools Enterprise Agreement 2017*.
- **‘Principal’** means a person appointed as such by the Employer and who is responsible for all aspects of educational leadership within a school.
- **‘promotion positions’** means the positions of Campus Head (in the ACT and the Diocese of Maitland-Newcastle only), Assistant Principal, Religious Education Coordinator or a Coordinator.
- **‘pupil vacation period’ or ‘PVP’** means periods designated as school holidays for students, but excludes scheduled ‘student free days’ falling on a term day where Employees attend work to participate in scheduled professional development activities.
- **‘registered school’** means a school registered under the provisions of the *Education Act 1990* (NSW) or *Education Act 2004* (ACT), or under the appropriate legislation in other states or territories of the Commonwealth of Australia. For the purposes of this definition, it will also include an Australian registered special school or school for students with disabilities and Jarara, Mt Druitt.
- **‘school’** means a ‘registered school’ and a ‘trades skills centre’.
- **‘school service date’** means the usual commencement date of employment at a school for Teachers who are to commence teaching on the first day of the first term.

- **‘school year’** means the period of 12 months commencing from the school service date and includes term weeks and non-term weeks.
- **‘statement of service’** means a statement from an Employer on official letterhead that contains an Employee’s start date, termination date, classification, whether service was full-time, part-time or casual, whether any leave without pay was taken, and in the case of a Teacher, whether any paid promotion positions were held.
- **‘superannuation guarantee legislation’** includes the *Superannuation Guarantee Charge Act 1992 (Cth)* and the *Superannuation Guarantee Administration Act 1992 (Cth)* as amended or replaced.
- **‘Teacher’** means a person who is employed as such in a registered school or trades skills centre.
- **‘teacher accreditation authority’** means a person or body recognised as such at the relevant time.
- **‘teacher librarian’** means a Teacher who is employed as such.
- **‘Teacher Quality Institute’ (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 an Employer.
- **‘term week’** means a week falling within the designated term time of a given school year as set out in the school calendar published by an Employer.
- **‘trades skills centre’** formerly known as a trades training centre, means a centre funded by the federal Trades Skills Centres program that provides secondary students from years 9-12 with access to vocational education and training in schools.
- **‘Union’** means the Independent Education Union of Australia.
- **‘Work Practices Agreement’** means the following agreements in place as at the time of this Agreement, or as amended or replaced by agreement between the Union and the Employer:
 - (i) Catholic Schools Office Diocese of Armidale Work Practices Agreement
 - (ii) Diocese of Bathurst Work Practice Agreement – Agreement between Catholic Education Diocese of Bathurst and the NSW/ACT Independent Education Union August 2020
 - (iii) A Framework for the Work of Primary Teachers in the Diocese of Broken Bay
 - (iv) A Framework for the Work of Secondary Teachers in the Diocese of Broken Bay

- (v) Diocese of Lismore Work Practice Agreement
- (vi) Catholic Schools Office, Diocese of Maitland - Newcastle Primary Work Practices Agreement 2020
- (vii) Catholic Schools Office, Diocese of Maitland - Newcastle Secondary Work Practices Agreement 2020
- (viii) Catholic Education Diocese of Parramatta – A Framework for the Work of Teachers
- (ix) Framework for Workplace Practices in Primary Schools conducted by Sydney Catholic Schools 2018-2019
- (x) Framework for Workplace Practices in Secondary Schools conducted by Sydney Catholic Schools 2018 to 2019
- (xi) Catholic Education Diocese of Wagga Wagga (CEWW) Work Practices Agreement

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 2021, there will be no further claims by the parties to this Agreement for changes to salaries, rates of pay, allowances, or conditions of employment in relation to matters expressly contained in this Agreement.

7. ACCESS TO THE AGREEMENT

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

PART 2

ROLE, SELECTION AND APPOINTMENT

8. MISSION OF CATHOLIC SCHOOLS

8.1 NSW and ACT Catholic Systemic Schools strive to be:

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

8.2 ROLE OF EMPLOYEES

Employees are required to support the mission, teachings and ethos of the Catholic Church's work in schools. It is expected that they:

- (a) acknowledge and accept that their work in schools 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 students that is not consistent with such mission, teachings or ethos.

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

9. SELECTION AND APPOINTMENT PROCEDURES

9.1 Normally, full-time and part-time positions of more than one term in duration will be appropriately advertised and appointments made following a selection process. Appointments will be made on the basis of merit and suitability for the position in accordance with the documented 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 21.2** of this Agreement; and
 - (ii) that the General Employee may be occasionally required to work during pupil vacation periods in accordance with **Clause 29 - 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 Before responding to a request made under this clause, the Employer must discuss the request with the Employee and genuinely try to reach agreement on a change in working arrangements, or the working arrangements upon the Employee's return from parental leave, that will reasonably accommodate the Employee's circumstances having regard to:

- (a) the needs of the Employee arising from their circumstances
- (b) the consequences for the Employee if changes in working arrangements are not made; and
- (c) any reasonable business grounds for refusing the request.

10.5 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 student learning or the operation of the

school.

10.6 If the Employer and Employee could not agree on a change in working arrangements under **subclause 10.4**, the written response must:

- (a) state whether or not there are any changes in working arrangements that the Employer can offer the Employee so as to better accommodate the Employee's circumstances; and
- (b) if the Employer can offer the Employee such changes in working arrangements, set out those changes in working arrangements.

10.7 If the Employer and the Employee reached an agreement under **subclause 10.4** on a change in working arrangements that differs from that initially requested by the Employee, then the Employer must provide the Employee with a written response to their request setting out the agreed change(s) in working arrangements.

PART 3

TERMS OF ENGAGEMENT

11. EMPLOYMENT OF A TEACHER

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

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

11.3 PROFESSIONAL LEARNING AND DEVELOPMENT

- (a) Teachers are encouraged and will be supported by the Employer in their professional learning, including by way of self-reflection in their day to day work, collaboration with colleagues, discussion with leaders, peer observation of classes and pursuing research or studies in their own time.
- (b) The Employer shares a responsibility for professional learning and will provide a range of professional learning opportunities for Teachers. Professional development that is a requirement of the Employer, excluding external study, must be offered within designated school time.
- (c) Where 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 NESA requirements for maintenance of accreditation.

11.4 SUPPORT FOR GRADUATE TEACHERS

- (a) It is the responsibility of the individual Graduate Teacher to achieve accreditation or registration at the level of Proficient Teacher within the required timeframes. The Employer will support the Graduate Teacher to obtain accreditation or registration at the Proficient Teacher standard, which will include participation in an orientation and/or induction program, mentoring, and appropriate classroom release for both the Graduate Teacher and their mentor(s) and other measures that the Employer may deem as appropriate. Additional provisions may be contained in the Diocesan Annexures to this Agreement or Work Practices Agreements.
- (b) A Graduate Teacher is required to engage in ongoing discussions with their mentor(s) regarding their progress in meeting the Proficient Teacher standard. In the event that either a Graduate Teacher or their mentor(s) have concerns in regard to the support being provided by the Employer, they should discuss the matter with the relevant supervisor or Coordinator. If concerns remain, the matter should be referred

to the school Principal. In the event that the matter remains unresolved, the matter may be dealt with in accordance with **Clause 43 - Dispute Resolution Procedures**.

- (c) Where an Employer considers that a Graduate Teacher may not complete their accreditation or registration at Proficient Teacher standard within the legislated timeframes, the Employer will advise the Teacher of this and the reasons why, no later than three-quarters of the way through the applicable accreditation or registration timeframe for the Teacher. The representative of the Employer will meet with the Teacher to develop a plan to support the Teacher to reach Proficient Teacher standard.

11.5 ARRANGEMENTS FOR PART-TIME TEACHERS

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

11.6 ARRANGEMENTS FOR TEMPORARY TEACHERS

A 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 a school's staffing is to be reduced in the following year overall or in a department (in a secondary school). This may include but is not limited to circumstances such as declining enrolments or school amalgamations;
- (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 school 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 school or at another school of the Employer immediately following the cessation of a prior temporary appointment.

12. EMPLOYMENT OF A GENERAL EMPLOYEE

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

12.2 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 43 - 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, other than those employed in the School Operational Services stream.
- (b) Where a General Employee has been employed under an unbroken series of fixed term contracts, for a continuous period of three years or more for specific purpose programs (including for part of their employment), the Employer is required to offer to convert a proportion of the General Employee's temporary hours to permanent hours. The offer must be made 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 Classroom and Learning Support Services stream or School Administrative Services stream in **Clause 16 - 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 42.5**. 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.

13. OTHER CONDITIONS FOR GENERAL EMPLOYEES

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

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

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

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

13.2 MISCELLANEOUS CONDITIONS

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

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

PART 4

CLASSIFICATION STRUCTURE AND RELATED PROVISIONS FOR TEACHERS

14. TEACHERS – TRANSITION ARRANGEMENTS

- 14.1 A Teacher who was in the process of transitioning to the standards based classification in **Clause 15 – Teachers – Standards Classification** in accordance with **Clause 16 – Teachers – Transitional Arrangements** of the previous agreement will, as of the first full pay period on or after 1 January 2021, be classified, subject to **subclause 14.3**, in accordance with the tables below:

NSW TEACHERS (EXCEPT ARCHDIOCESE OF CANBERRA AND GOULBURN)

Incremental classification as at 31 December 2020	Standards classification effective from the first full pay period on or after 1 January 2021
Step 5	Band 1 (Graduate)
Step 6	Band 1 (Graduate)
Step 7	Band 2 (Proficient Teacher) Level 1
Step 8	Band 2 (Proficient Teacher) Level 1
Step 9	Band 2 (Proficient Teacher) Level 2

NSW TEACHERS (ARCHDIOCESE OF CANBERRA AND GOULBURN ONLY)

Incremental classification as at 31 December 2020	Standards classification effective from the first full pay period on or after 1 January 2021
Step 3	Band 1 (Graduate)
Step 4	Band 1 (Graduate)
Step 5	Band 2 (Proficient Teacher) Level 1
Step 6	Band 2 (Proficient Teacher) Level 1
Step 7	Band 2 (Proficient Teacher) Level 2

ACT TEACHERS

Incremental Classification as at	Standards classification effective
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31 December 2020	from the first full pay period on or after 1 January 2021
Step 2	Band 1 (Graduate)
Step 3	Band 1 (Graduate)
Step 4	Band 2 (Proficient Teacher) Level 1
Step 5	Band 2 (Proficient Teacher) Level 1
Step 6	Band 2 (Proficient Teacher) Level 2

Note: the transition provisions outlined in the three tables above are also subject to **subclause 3.6 Savings** of this Agreement.

- 14.2 For the purpose of this **Clause 14 – Teachers – Transition Arrangements**, a Teacher's service date (being the date on which a Teacher will have completed a further 12 months' full-time equivalent service) will be recognised for the purpose of **subclause 15.3 – Progression**.

For example: a Step 9 full-time Proficient Teacher employed in NSW (except by the Archdiocese of Canberra and Goulburn) immediately prior to the first full pay period on or after 1 January 2021 and whose service date is 10 March will be classified as Band 2 (Proficient Teacher) Level 2 on the first full pay period on or after 1 January 2021. On 10 March 2021, the Teacher will progress to Band 2 (Proficient Teacher) Level 3.

- 14.3 A Teacher must meet the definition of a Band 2 (Proficient Teacher) as set out in **paragraph 15.2 (b)** to be classified as such. A Teacher at Step 7 (NSW, except Archdiocese of Canberra and Goulburn), Step 5 (NSW, Archdiocese of Canberra and Goulburn) or Step 4 (ACT) or above immediately prior to the first full pay period on or after 1 January 2021 who does not meet this definition will be classified as Band 1 (Graduate) and will maintain their current salary until such time as they meet the requirements of this definition.

On attaining Proficient Teacher accreditation or registration the Teacher will be classified within Band 2 (Proficient Teacher) based on his or her service.

Example:

A NSW (except Archdiocese of Canberra and Goulburn) part-time Teacher commenced at Step 5 on 31 March 2013 as a new teacher. As at 31 December 2020 the Teacher was classified at Step 7 (due to periods of leave without pay) and does not yet have proficient teacher accreditation from NESAs. From the first full pay period on or after 1 January 2021 the Teacher would continue to be paid the higher of either their Step 7 rate of pay as at 31 December 2020 (\$85,214) or the Band 1 (Graduate) salary payable at any point in time until such time as the Teacher achieved proficient teacher accreditation with NESAs.

Assume on 30 June 2023, the Teacher is accredited by NESAs as proficient and that on this date, the Teacher has completed at least 5 years' FTE service but less than 6 years' FTE service. On that basis they would be classified as Band 2 (Proficient Teacher) Level 4 effective 30 June 2023. (Note: all teaching service recognised in accordance with this Agreement counts as service for determining their pay point within Band 2 (Proficient Teacher) Levels 1-5, except for the first two years of full-time equivalent service).

15. TEACHERS - STANDARDS CLASSIFICATION

15.1 OPERATION

- (a) The standards based classification scale is as follows:
 - (i) Conditionally Accredited Teacher Level 1 and Conditionally Accredited Teacher Level 2
 - (ii) Band 1 (Graduate)
 - (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 accreditation or registration and teaching service in registered schools and other service as set out in **subclauses 15.4 and 15.5**.

- (b) 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 deemed to be a Proficient Teacher, and who has more than two years of full-time teaching service, will be deemed to be a **Band 2 (Proficient Teacher)**.

15.2 DEFINITIONS

- (a) '**Band 1 (Graduate) Teacher**' means a Teacher who has completed all course requirements of an initial teacher education program and is working towards accreditation or registration as a Proficient Teacher.
- (b) '**Band 2 (Proficient Teacher)**' means a Teacher who:
 - (i) has completed a minimum of two years' full-time teaching service in accordance with **subclause 15.4** and **paragraphs 15.5 (a) and (d)**; and
 - (ii) has been accredited or registered by the relevant teacher accreditation authority as a Proficient Teacher or has been deemed to be a Proficient Teacher pursuant to **paragraph 15.1(b)**.
- (c) '**Band 3 (Highly Accomplished) Teacher**' means a Teacher who has been accredited by or certified as a Highly Accomplished Teacher by the relevant teacher accreditation authority and is maintaining that accreditation or certification.
- (d) '**Conditionally Accredited Teacher - Level 1**' means a Teacher who has commenced but not yet completed all the course requirements of an approved initial teacher education program, but not including a Teacher classified as a Conditionally Accredited Teacher – Level 2.
- (e) '**Conditionally Accredited Teacher - Level 2**' means a Teacher who has completed all course requirements of a degree that is not an approved initial teacher education program and has commenced but not completed all course requirements of an initial teacher education program. Provided however that a Conditionally Accredited Teacher – Level 2 will be deemed to include a Teacher who is not otherwise classified who is employed pursuant to an exemption or otherwise.

- (f) **'Initial teacher education program'** means a course or qualification accredited as such by AITSL.
- (g) **'Proficient Pending'** Teacher means a Teacher who has a minimum period of full-time equivalent teaching service as set out in **subclause 15.7**, and has Provisional Teacher accreditation but does not have NESA or TQI Proficient Teacher accreditation (as relevant) for one of the following reasons:
 - (i) the Teacher previously had Proficient Teacher status but no longer has that status with NESA or TQI or was a pre-2004 Teacher in NSW or pre-2011 Teacher in the ACT (and was therefore not required to have Proficient status) but was not recognised or deemed as Proficient;
 - (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 NESA or 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 **paragraphs 15.5 (a) and (d)**.

- (ii) The progression will take effect from the commencement of the first full pay period after the Teacher has satisfied both of the requirements set out in **subparagraph 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' (see **paragraph 15.1(b)**) has completed two years of full-time teaching service, any additional service will be recognised for progression within Band 2 (Proficient Teacher).

(d) **BAND 3 (HIGHLY ACCOMPLISHED)**

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

15.4 CREDIT FOR PREVIOUS TEACHING SERVICE - STANDARDS BASED CLASSIFICATION

For the purpose of calculating credit for service for appointment to, and progression, in Band 1 (Graduate) 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 school;
- (c) service as a casual teacher will be credited on the basis that 203 days of casual service is equal to a year of full-time service;
- (d) from 1 January 2016 a year of full-time service will be deemed to mean 203 days of teaching service, including full-time, part-time and casual teaching service; and
- (e) prior to 1 January 2016 a year of full-time service will be deemed to mean 204 days of teaching service, including full-time, part-time and casual teaching service.

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

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

(a) CREDIT FOR OVERSEAS SERVICE

All qualified teaching employment overseas (including casual, temporary and permanent) in a recognised primary or high school (students aged 5 – 18 years) shall be counted as teaching service, provided that teaching service occurred in a country where the teacher education qualifications are recognised by NESQA 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 accreditation (or registration in the ACT) with the relevant teacher accreditation authority, notwithstanding that the period of child rearing was before such date; and
- (vi) a Teacher may not have a given period of child-rearing counted more than once for the purpose of recognition of service with any Employer(s).

(c) **PARENTAL LEAVE**

For full-time and part-time Teachers, up to 12 months of a period of parental leave taken in accordance with **Clause 37 – Parental Leave and Related Entitlements** that commenced on or after 1 January 2020 will be recognised as service for classification progression purposes, provided that:

- (i) the period of parental leave that is recognised for classification progression is inclusive of the maximum period of 14 weeks in **paragraph 37.1(e)**;
- (ii) the Teacher remains employed by the Employer during and immediately after the period of parental leave;
- (iii) the service to be recognised by the Employer will be credited to the Teacher on the Teacher's return to work from parental leave;
- (iv) service will be recognised at the FTE the Teacher would have worked had the Teacher not taken the parental leave. For example, a Teacher working 0.5 FTE immediately prior to taking a period of unpaid parental leave, including on a flexible working arrangement, who takes 12 months' unpaid parental leave will have 101.5 days (203 days x 0.5 FTE) recognised as service for the purposes of classification progression;
- (v) periods of paid employment or paid leave (other than the 14 weeks in **subclause 37.1**) during the initial 12-month parental leave period will not be recognised for classification progression to avoid double counting;
- (vi) recognition of such service will not be granted before, and until, the Teacher has attained Proficient Teacher accreditation, or full registration in the ACT, with the relevant teacher accreditation authority, notwithstanding that the period of parental leave was before such date;
- (vii) parental leave will not be credited as service for any other purpose, save for the maximum period of 14 weeks in **paragraph 37.1(e)**.

(d) **CREDIT FOR SERVICE AS EARLY CHILDHOOD TEACHER**

- (i) Any service on or after 1 January 2020 as an Early Childhood Teacher in an Early Childhood Education Centre will be counted as service in accordance with **subclause 15.4** save that **paragraphs (d) and (e)**, and the note at the end, of **subclause 15.4** do not apply.
- (ii) An Early Childhood Teacher means a person who has completed an approved or recognised early childhood teaching qualification and is registered or accredited by the relevant teacher regulatory authority.
- (iii) An Early Childhood Education Centre means an approved centre-based

early childhood education and care service as defined in Section 5 of the *Children (Education and Care Services) National Law* (NSW) and *Education and Care Services National Law* (ACT), but does not include an out of school hours care service or family day care service.

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, teaching in an Early Childhood Education Centre and parental leave) in Australia or overseas recognised under this Agreement and of the documentation required to substantiate such previous service.
- (b) An application by a Teacher for recognition of previous teaching service-pursuant to **subclause 15.4** or **paragraphs 15.5 (a), (c) and (d)** will be supported by a statement of service on official letterhead which confirms the period of service to be recognised.
- (c) An application by a Teacher for recognition of a period of child-rearing will be supported by a statutory declaration establishing the period of child-rearing to be recognised and a copy of the child's birth certificate.
- (d) Where an Employer considers that the documentation provided by a Teacher who is appointed by the Employer, does not meet the requirements of this **subclause 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 service to be recognised pursuant to **paragraphs 15.5 (a) or (b)** by submitting an application to the Employer no later than twelve months following the date they commenced employment with the Employer.

15.7 PROFICIENT PENDING

- (a) A Teacher who is a Proficient Pending Teacher as defined in **paragraph 15.2 (g)** 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 accreditation or registration or apply for

mutual recognition (in the case of an interstate Teacher) with the teacher accreditation authority.

- (c) On attaining Proficient Teacher accreditation or registration the Teacher will be classified as Proficient. If the Teacher does not attain Proficient Teacher accreditation or registration within the time frame specified in **paragraph 15.7(b)** above, the Teacher will be paid at Band 1 until the Teacher achieves Proficient Teacher accreditation; on such date the Teacher will progress to Band 2 based on his or her service (that is, not including a period of two years full-time equivalent teaching service that is deemed to be service on Band 1).

Example:

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

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

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

PART 5

CLASSIFICATION OF GENERAL EMPLOYEES

16. CLASSIFICATION STRUCTURE FOR GENERAL EMPLOYEES

16.1 General Employees must be classified according to the structure set out in this clause, under the occupational streams set out in **subclauses 16.3 to 16.5**.

16.2 For the purposes of this clause a 'Regional Diocese' means the following Employers:

- (a) Trustees of the Roman Catholic Church Diocese of Armidale;
- (b) the Trustees of the Roman Catholic Church for the Diocese of Bathurst;
- (c) The Trustees of the Roman Catholic Church for the Archdiocese of Canberra and Goulburn;
- (d) the Diocese of Lismore Catholic Schools Limited;
- (e) the Trustees of the Roman Catholic Church for the Diocese of Maitland-Newcastle on behalf of the Catholic Schools Office
- (f) the Trustees of the Roman Catholic Church for the Diocese of Wagga Wagga;
- (g) the Diocese of Wilcannia-Forbes (the Trustees of the Roman Catholic Church for the Diocese of Wilcannia-Forbes);
- (h) Trustees of the Roman Catholic Church as trustees for the Wollongong Diocese Catholic School System.

16.3 SCHOOL OPERATIONAL SERVICES STREAM

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

(a) SCHOOL OPERATIONAL SERVICES - LEVEL 1

(i) A **School Operational Services - Level 1** position is one where the General Employee:

- (A) applies knowledge and skills to a limited range of tasks and roles;
- (B) works within established and predictable routines;
- (C) follows standard procedures in a predefined order and requiring the use of limited discretion;
- (D) works under close supervision, or in the case of a more experienced General Employee working alone, routine supervision; and
- (E) is not required to have formal qualifications or work experience upon engagement.

(ii) **Indicative duties**

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

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

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

(b) **SCHOOL OPERATIONAL SERVICES - LEVEL 2**

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

- (A) applies knowledge and skills to a range of tasks and roles;
- (B) usually works within routines, methods and procedures, but some discretion is involved in selection of equipment, work organisation, services and actions;
- (C) is provided with routine supervision of straightforward tasks, moving to general direction. Cleaners at this level are responsible for the supervision of other School Operational Services Employees; and
- (D) does not have a trade qualification (certificate III), but has a skill level which assumes and requires knowledge, training or experience relevant to the duties to be performed.

(ii) **Indicative duties**

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

- a range of maintenance and outdoor duties such as:
 - non-specialised repair work;
 - undertaking general gardening tasks including preparation and planting procedures;

- operating, maintaining and adjusting turf machinery under general supervision;
- applying fertilisers, fungicides, herbicides and insecticides under general supervision;
- responding to alarms, following emergency procedures and preparing incident reports, inspecting and securing buildings;
- providing assistance to qualified tradespersons in building and furniture maintenance;
- a range of cleaning duties such as:
 - responsibility for the purchasing, storage and distribution of cleaning equipment and chemicals;
 - the direct supervision and responsibility of cleaning work by School Operational Services Level 1 General Employees;
 - producing rosters for cleaning General Employees;
 - assisting management in the selection of new cleaning General Employees;
 - assisting management with the initial employment training and induction of new Employees;
 - inspecting and securing buildings; and
- Taking general care of school vehicles including driving buses for 25 or more passengers.

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

(c) SCHOOL OPERATIONAL SERVICES - LEVEL 3

- (i) A **School Operational Services - Level 3** position is one where the General Employee ordinarily performs work above and beyond the skills of a Level 2 position, and:
- (A) applies in-depth knowledge and a broad range of skills in a variety of roles and tasks;
 - (B) uses discretion and judgement in planning and organising and achieving outcomes in time constraints;
 - (C) works under general direction. A General Employee at this level may work semi-autonomously (if working alone). A General Employee at this level may be required to supervise other School Operational Services Employees; and
 - (D) requires a skill level which assumes and requires knowledge and training equivalent to completion of a trades qualification (or certificate III).

(ii) **Indicative duties**

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

- general maintenance work which includes the use of trade accredited skills in areas such as carpentry, plumbing or electrical services;
- control and responsibility for the maintenance of gardens, sports grounds and/or facilities which includes the use of accredited trade skills in areas such as horticulture, gardening or in the maintenance of sports grounds;
- responsibility for operating, maintaining and adjusting turf machinery, as appropriate;
- cleaning and inspecting machinery after each use, reporting any problems to the appropriate manager;
- applying the skills taught in a trades certificate, including performance of a range of construction, maintenance and repair tasks, using precision hand and power tools and equipment. In some cases this will involve familiarity with the work of other trades or require further training;
- responsibility for the security and basic maintenance of school property;
- responsibility for planning, scheduling and supervising of all aspects of gardening maintenance;
- responsibility for the purchasing, distribution and accounting of relevant tools and materials; and
- assisting in the day to day running of a retail facility, for example a uniform shop or canteen, in a non-supervisory capacity.

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

(iv) **Level 3A Indicative duties**

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

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

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

(d) **SCHOOL OPERATIONAL SERVICES - LEVEL 4**

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

(ii) **Indicative duties**

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

- overseeing/ managing an operational function of the school such as building/grounds maintenance, school security;
- responsibility for planning, scheduling and supervising of all aspects of building and/or gardening maintenance;
- actively contributing to, and supporting, planning processes with regard to assets and maintenance of school premise;
- identifying all building and furniture maintenance and repairs, as well as minor renovations;
- unlocking school facilities at start of day and securing them at night;
- assessing and undertaking urgent maintenance out of hours and/or arrange for such maintenance to be carried out;
- assisting the Principal or other staff with out of hours functions;
- understanding and working within budget guidelines;
- Assisting in the selection and training of new staff and may prepare rosters;
- co-ordinating and supervising subcontractors and periodical contracts;
- prioritising maintenance tasks and managing work within budget;
- understanding architectural drawings;
- ensuring that all health and safety issues are managed to a high standard;
- understanding and assisting in emergency evacuation procedures;
- managing a school carpentry workshop in a safe manner; and
- working on complex engineering or interconnected electrical circuits and/or exercises high precision trades skills using various materials and/or specialised techniques.

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

16.4 SCHOOL ADMINISTRATIVE SERVICES STREAM

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

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

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

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

(ii) **Indicative duties**

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

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

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

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

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

- (A) applies knowledge with depth in some areas and a broad range of skills in a variety of roles and tasks;
- (B) uses discretion and judgement in planning and organising and achieving outcomes in time constraints;
- (C) typically works under the general supervision and direction of a School Administrative Services Level 5 or Level 6 General Employee. This may not

apply to General Employees working in primary schools in Regional Dioceses that have an enrolment of less than 100 students where a Level 5 or 6 employee is not employed. Provided also that this will not apply to an ICT support officer; and

- (D) performs duties that typically require a skill level which assumes and requires knowledge and training equivalent to completion of certificate III, or completion of year 12 or completion of certificate II, with relevant work experience.

(ii) Indicative duties

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

- a wide range of professional support, administration, secretarial and clerical duties, including typing, word processing, data entry, maintaining email and computerised records, database information, payroll information (including PHRIS manager functions), staff recruitment administration, casual administration including booking and payment of casuals, Google applications, electronic rolls, attendance records, student enrolments, student information and petty cash;
- assisting with basic follow up of WHS issues and implementation of WHS management system, including checking licenses of onsite contractors;
- undertaking reception and general office duties;
- responding to enquiries from students, parents, employees, and the general public;
- assisting with management of the school office;
- providing administrative support to school executive, including arranging appointments, diaries and preparing both confidential and general correspondence;
- word processing of routine correspondence, including internal and external publications, teacher programmes and teaching aids;
- assisting with the preparation of internal and external publications including school websites, newsletters and other media;
- providing assistance in various financial management tasks, including preparation of school budget, school fees, monthly reconciliation of finance accounts and GST reports, annual finance and administration rollover;
- assisting with the coordination of school functions and events;
- providing technical and user support including help desk, software upgrades, virus protection, printing systems desktop/notebooks and server maintenance;
- maintaining communication systems and equipment;
- managing and developing school website and intranet;

- assisting with ICT projects as required; and
- assisting with the maintenance of hardware and software components of computer network.

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

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

- (i)
- (A) School Administrative Services - Level 5 General Employees may only be employed in Primary schools of less than 400 students in a Regional Diocese.
 - (B) Primary schools in Regional Dioceses of less than 400 students must employ at least one School Administrative Services Level 5 position. Provided that this requirement does not apply to schools of less than 100 students, except in the case of the Diocese of Wollongong and the Diocese of Maitland- Newcastle.
 - (C) Notwithstanding the provisions of (A) above, any school may appoint a Level 5 ICT support officer. Any such position will be established in addition to the requirement to appoint a School Administrative Services - Level 5 General Employee under (B) above.
- (ii) A **School Administrative Services – Level 5** position is one where the General Employee ordinarily performs work above and beyond the skills of a Level 4 position, and:
- (A) exercises substantial responsibility, independent judgement and initiative with a detailed knowledge of complex office procedures;
 - (B) has and uses advanced skills and knowledge in the operation of complex equipment and procedures;
 - (C) resolves operational problems for staff and coordinates work within the office of a small school, monitors work quality of those supervised and is responsible for those supervised;
 - (D) assists in planning future sectional/office-organisational or resources and equipment needs; and
 - (E) will have completed relevant post-secondary training or have significant and substantial technical and procedural knowledge and skill which may be deemed by the Employer as being comparable with a diploma or certificate IV with relevant work experience, a certificate III with relevant and extensive work experience, or an equivalent combination of relevant experience and/or training. For the avoidance of doubt, a General Employee who, at the time of appointment to this level, was not required to have a Certificate IV or Diploma, will not later be required to obtain either qualification.

(iii) **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 of a small school;
- preparation of the school budget overseeing the preparation of monthly finance accounts/ GST reports, school fee billing and payment and recovery of school fees, and managing cash management accounts;
- supervising the operations of the school office and other administrative activities, in the area of enrolment, equipment and statistical returns;
- providing executive support to senior staff and associated school committees;
- providing advice requiring knowledge of policies and/or the interpretation of rules or regulations within area of operation;
- applying inventory and purchasing control procedures;
- initiating and handling correspondence, which may include confidential correspondence;
- overseeing enrolment processes and maintenance of student database;
- coordinating school functions and events;
- assisting with the induction of new staff including casual Teachers;
- making recommendations for the development of ICT infrastructure considering the needs of new applications and equipment redundancy; and
- providing technical direction for software upgrades, licensing, back up recovery, virus protection, printing systems, server maintenance procedures and network security.
- supervising and maintaining hardware and software components of a school computer network.

- (iv) **Examples of positions which typically fall under this level include:** Office manager and ICT officer.

(d) **SCHOOL ADMINISTRATIVE SERVICES - LEVEL 6**

- (i) All schools, other than primary schools of less than 400 students in Regional Dioceses, must employ at least one School Administrative Services Level 6 position. A school may appoint a Level 6 ICT senior officer, however any such position must be in addition to the requirement to appoint at least one School Administrative Services Level 6 position under this provision.

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

(iii) **Indicative duties**

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

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

- overseeing enrolment processes and maintenance of student database;
 - coordinating school functions and events;
 - assisting with the induction of new staff including casual Teachers;
 - coordinating the planning of the school's ICT infrastructure, equipment and applications in order to meet emerging and long term needs;
 - overseeing the maintenance of the school's ICT infrastructure;
 - making recommendations regarding school ICT issues, practices and opportunities; and
 - developing and review of school ICT policies and procedures
- (iv) **Examples of positions which typically fall under this level include:** senior school secretary, executive assistant, financial secretary (however named), Principal's secretary and ICT senior officer.

16.5 CLASSROOM AND LEARNING SUPPORT SERVICES STREAM

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

(a) CLASSROOM AND LEARNING SUPPORT SERVICES – LEVEL 3

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

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

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

- unpacking, checking and sorting of gear.

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

(b) **CLASSROOM AND LEARNING SUPPORT SERVICES - LEVEL 4**

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

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

(ii) **Indicative duties**

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

- toileting, washing and dressing disabled or other students;
- travelling with students with a disability;
- assisting therapists in their work with students;
- carrying out individual programs of a self help nature that develop independent living skills in students;
- supervising students in non-teaching periods (including on excursions);
- supervising groups of students other than in a classroom situation, including taking responsibility for the library if no teacher librarian is present;
- undertaking playground supervision, where such a policy has been developed and approved by an Employer in accordance with **subclause 13.1**.
- assisting in teaching duties under the direction and general supervision of a Teacher, including assisting a Teacher with a small group of students in an area adjacent to that concurrently used by the responsible Teacher;
- under direction, taking students for their individualised teaching plans in specific areas, and reporting to Teachers on, and charting, student progress;
- taking part in case management meetings with Teachers;
- working in collaboration with a Teacher or group of Teachers in the implementation of learning and teaching strategies for an individual student,

groups of students or class, including students with special needs and recognised disabilities, and gifted and talented students;

- researching reference material under the direction of a Teacher;
- assisting with the selection and preparation of teaching resources that meet student needs and interests;
- preparation of displays, charts, diagrams and models;
- receiving, issuing, distributing, stock-taking and safeguarding of teaching resources, goods, supplies, stores, materials and equipment, other than dangerous goods;
- monitoring expenditure on resources;
- providing technical assistance in the operation of a library, laboratory or technology centre;
- preparing descriptive cataloguing for library materials, supervising library circulation systems, answering reference and information enquiries, and providing guidance in the use of information systems;
- assembling and dismantling of, and carrying out minor maintenance on, equipment or teaching aids for demonstration or practical work;
- preparation of practical work for use in the classroom, including general and complex laboratory experiments;
- preparing simple chemical solutions and, under instruction, more complicated solutions;
- developing and using appropriate storage systems, including for dangerous and toxic substances consistent with material safety data sheets;
- specialised care of flora and fauna;
- assisting in the training of other Classroom and Learning Support Services Level 3 and 4 General Employees;
- interpreting for non-English-speaking students and Teachers, and interpreting within the school community (bi-lingual aides only); and
- assisting a Teacher to take a group of students for duties of a non-teaching nature involving skills in a language other than English (bi-lingual aides only).

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

(c) **CLASSROOM AND LEARNING SUPPORT SERVICES - LEVEL 5**

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

- (A) possesses knowledge of workplace procedures/ practices required by the Employer including a detailed knowledge of complex procedures relevant to the position;
- (B) has responsibility for their own work, and where appropriate, the work of those who are supervised;
- (C) resolves complex operational problems and coordinates work within a department of the school;
- (D) assists in planning future department or school organisational needs; and
- (E) performs duties that typically require a skill level which assumes and requires knowledge or training equivalent to either a diploma or certificate IV with relevant work experience, a certificate III with extensive work experience, or an equivalent combination of relevant experience and/or training. For the avoidance of doubt, a General Employee who, at the time of appointment to this level, was not required to have a Certificate IV or Diploma, will not later be required to obtain either qualification.

(ii) **Indicative duties**

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

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

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

16.6 PROGRESSION

- (a) General Employees will typically commence on the first step of the classification level to which they are appointed.
- (b) General Employees will progress to the next step within that classification level upon the completion of 12 months of service with the Employer.
- (c) For the purpose of **paragraph 16.6 (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.
- (d) For the purposes of **paragraph 16.6(b)** of this Agreement, and subject to **paragraph 16.6 (e)**, the Employer will count all service performed by an General Employee, since the General Employee's last incremental service step or level progression, in respect of General Employees who, immediately prior to 15 September 2015, were classified at the following levels within previous agreements:
 - (i) Level 2 or 3 of the *School Support Staff (Archdiocese of Sydney, Dioceses of Broken Bay and Parramatta) Enterprise Agreement 2011*, or the *School Support Staff (Country and Regional Dioceses) Enterprise Agreement 2011*;
 - (ii) Level 2 or 3 of the School Officer Stream of the *School Employees (Archdiocese of Canberra and Goulburn- Catholic Diocesan Schools) Collective Agreement 2008- 2011*. (Recognition of prior hours within this Agreement will be on the basis that 850 hours of service is equivalent to 12 months of service as set out in **16.6(c)**);
 - (iii) Level 1 of the *Maintenance and Outdoor Staff (Catholic Schools) Enterprise Agreement 2011*
- (e) In the case of all other General Employees who were translocated in accordance with the *NSW and ACT Catholic Systemic Schools Enterprise Agreement 2015*, only service from 15 September 2015 will be recognised for the purposes of future incremental progression.

16.7 RECLASSIFICATION

- (a) A General Employee may apply for reclassification to a higher level.
- (b) Such application must be made in writing and should identify the grounds and reasons for reclassification, having reference to skills utilised, duties actually performed and the classification structure set out in **subclauses 16.3 to 16.5**.
- (c) Where an application is made by the General Employee in writing to the Employer for reclassification to a higher level, the Employer will determine the application within a reasonable period.
- (d) Reclassification to a higher level will take place from the first full pay period on or after the date the application was made.
- (e) The General Employee will be placed on the first step of the new level following reclassification.

PART 6

PAY AND ALLOWANCES

17. PAYMENT OF SALARY

17.1 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.

17.2 OVERPAYMENTS/ UNDERPAYMENTS

Where an 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 43 - Dispute Resolution Procedures**.

17.3 SALARY PACKAGING

- (a) An 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.

18. SALARIES FOR TEACHERS

18.1 SALARY PAYABLE

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

Table 1A- NSW Teachers- Salaries (Standards)

Table 1B- ACT Teachers- Salaries (Standards)

Table 1C- NSW Teachers (Except Archdiocese of Canberra and Goulburn - Salaries (Incremental)

Table 1D- NSW Teachers (Archdiocese of Canberra and Goulburn only) - Salaries (Incremental)

Table 1E- ACT Teachers- Salaries (Incremental)

The classification of the Teacher will be determined in accordance with **Clause 15 - Teachers- Standards Classification** of this Agreement.

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

Note - Pursuant to **Subclause 19.1 of the previous agreement**, Teachers employed in the ACT were entitled to additional pay rises during the nominal term of that agreement in line with increases paid to teachers in the ACT Education Directorate. Increases not contained in the previous agreement occurred from the first full pay period on or after 4 October 2018 (1.5%) and after 11 July 2019 (3%). These rates of pay are set out in **Annexure D- Other Conditions of Employment applicable to Employees employed in the Archdiocese of Canberra and Goulburn** to this Agreement.

18.2 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) Where a part-time Teacher who teaches in a school located in the ACT agrees to a request to teach occasional periods beyond usual classes and in excess of normal duties, the Teacher will be paid for each period taught at the applicable part-time rate for their classification.
- (c) **CASUAL TEACHERS**
 - (i) The amount payable to a casual Teacher is set out in the following Tables in **Schedule A - Teachers' Salaries and Allowances**:

Table 2A – NSW Teachers – Casual Rates

Table 2B – ACT Teachers –Casual Rates

(ii) **CASUAL RATES FOR TEACHERS**

The rates for a casual Teacher in NSW and the ACT have been calculated by taking the appropriate annual rate in **subclause 18.1**, 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 accreditation or registration as a Proficient Teacher because the Teacher was an existing Teacher pursuant to the relevant legislation.

19. **PROMOTION POSITIONS FOR TEACHERS**

This clause provides for minimum conditions in respect of promotion positions for Teachers. This clause should be read in conjunction with the Diocesan specific Annexures to this Agreement provided at **Annexures A to C** and **Annexures E to K**.

Specific conditions for Teachers who are employed by the Archdiocese of Canberra and Goulburn are provided in **Annexure D** of this Agreement and **subclauses 19.1** and **19.5 to 19.7** do not apply to Teachers in that Archdiocese.

19.1 **DEFINITIONS**

For the purposes of this clause, the following definitions will apply:

- (a) **‘Coordinator 1’** means a Teacher appointed to be responsible for assisting the Principal in the conduct and organisation of the school in:
- (i) an area of curriculum; and/or
 - (ii) an identified program in the school such as pastoral care; and/or
 - (iii) other duties as determined by the Principal.

Note: A Coordinator 1 position is a one-point promotion position.

- (b) **‘Coordinator 2’** means a Teacher appointed to be responsible for assisting the Principal in the conduct and organisation of the school in:
- (i) the coordination of identified curriculum area(s); and/ or
 - (ii) the coordination of identified program(s) such as pastoral care; and/or
 - (iii) the support and supervision for those responsible for the teaching and implementation of programs; and/or
 - (iv) other duties as determined by the Principal.

Note: A Coordinator 2 position is a two-point promotion position.

- (c) **‘Coordinator 3’** means a Teacher with the responsibility for major school programs or initiatives. Such programs may involve the whole school community including staff, students, parents, clergy and the wider school community. A Teacher with the status of Coordinator 3 may be responsible for:

- (i) the overall staff development program; and/or
- (ii) coordination of an area of curriculum; and/or
- (iii) the support and supervision of those responsible for the coordination of subject areas; and/or
- (iv) the overall coordination of pastoral care, curriculum development and/or implementation and evaluation in the school; and/or
- (v) other duties as determined by the Principal.

Note: A Coordinator 3 position is a three-point promotion position.

- (d) **‘Primary Department’** means that section or division of a school that provides a primary education (including infants) and includes a school that provides primary education only.
- (e) **‘Secondary Department’** means that section of a school that is not a primary department and includes a school that provides a secondary education only.

19.2 SALARIES AND ALLOWANCES FOR PROMOTION POSITIONS

- (a) The minimum annual rate of salary or allowances (and equivalent fortnightly amounts) payable to Teachers appointed to promotion positions are set out in relevant Table of **Schedule A - Teachers’ Salaries and Allowances**, as follows:

Table 3A – Allowances for NSW Promotion Positions

Table 3B – Salaries for Assistant Principals in the Archdiocese of Sydney and Diocese of Parramatta

Table 3C – Salaries for ACT Promotion Positions.

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

Note: For Religious Education Coordinator and Youth Ministry Coordinator Rates in the Archdiocese of Sydney refer to **Annexure H**. For Religious Education Coordinator Rates in the Diocese of Broken Bay, refer to **Annexure C**. For Campus Heads in the Diocese of Maitland-Newcastle refer to **Annexure F**. The fortnightly rates in these Annexures have been calculated in the same way as in this Agreement.

- (b) Where an allowance is payable, the allowance will be in addition to the salary payable to the Teacher.
- (c) In the case of an Assistant Principal appointed in the Diocese of Parramatta in multi-campus colleges, the Assistant Principal’s salary is based on the total enrolment of the multi-campus college.

19.3 ACTING APPOINTMENTS

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

19.4 APPOINTMENT ON MERIT

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

19.5 MINIMUM NUMBER OF PROMOTION POSITIONS

- (a) The position of Assistant Principal will be appointed where the enrolment at the previous year's census date in a Secondary Department exceeds 200 students or in a Primary Department where the enrolment at the previous year's census date exceeds 100 students. Provided that an Assistant Principal need only be appointed in a Primary Department where the school only consists of a Primary Department or the Primary Department of the school is at a different location from the Secondary Department.
- (b) The minimum number of promotion positions required to be appointed will be as set out in **subclause 19.6** and **19.7** below.

Provided however, that where there is a programme of work in an area of instruction (including curriculum sporting instruction) in a Secondary Department the hours of which aggregate more than 54 hours per week averaged over the school year (or in the case of the Diocese of Broken Bay more than 2000 hours per annum), a Coordinator 2 will be appointed to coordinate such area of instruction unless otherwise provided in the relevant Diocesan Annexure to this Agreement.

In determining an area of instruction, an Employer may aggregate two or more subjects to comprise an area of instruction, provided that the total hours aggregated do not exceed 108 hours per week averaged over the school year, (or 4000 hours per annum in the Diocese of Broken Bay). Where hours per week exceed 108 hours per week (or exceed 4000 hours per annum in the Diocese of Broken Bay), the area of instruction will attract the equivalent of a Coordinator 3. There is no requirement to appoint a Coordinator 3 as such; the position may be filled by appointing a Coordinator 2 assisted by a Coordinator 1.

19.6 PROMOTION POSITIONS – PRIMARY AND SECONDARY DEPARTMENTS IN A METROPOLITAN DIOCESE

The minimum number of promotion positions required to be appointed in the Archdiocese of Sydney, and the Dioceses of Broken Bay and Parramatta are set out in **Annexures H, C and G** respectively.

19.7 PROMOTION POSITIONS – PRIMARY AND SECONDARY DEPARTMENTS IN A REGIONAL DIOCESE

- (a) This subclause applies to the following Employers only (see relevant Annexures for the Archdiocese of Canberra and Goulburn and the Dioceses of Armidale, Maitland-Newcastle, Lismore, Wilcannia - Forbes and Wollongong):
 - (i) the Trustees of the Roman Catholic Church for the Diocese of Bathurst;

(ii) the Trustees of the Roman Catholic Church for the Diocese of Wagga Wagga.

- (b) The minimum number of promotions points required to be appointed in a Secondary Department will be determined in accordance with the points as set out in the following table:

SECONDARY ENROLMENTS AT PREVIOUS YEAR'S CENSUS DATE	COORDINATOR POINTS		TOTAL
	TOTAL	LEARNING TECHNOLOGIES	
1-200	2	-	2
201-300	4	-	4
301-350	9	-	9
351-400	9	-	9
401-450	11	-	11
451-500	13	-	13
501-550	15	-	15
551-600	16	-	16
601-700	17	-	17
701-800	23	2	25
801-900	26	2	28
901-1000	28	2	30
1001-1200	30	2	32
1201-1400	32	2	34
1401-1600	34	2	36

Note: This table does not include the positions of Assistant Principal. The position of Information Technology Coordinator (where appointed) is included.

The number of promotion positions required to be appointed will be calculated by allowing one point for each Coordinator 1, two points for each Coordinator 2 and three points for each Coordinator 3.

- (c) The minimum number of promotions points required to be appointed in a Primary Department will be determined in accordance with the points as set out in the following table:

PRIMARY ENROLMENTS AT PREVIOUS YEAR'S CENSUS DATE	COORDINATOR POINTS		TOTAL
	GENERAL	LEARNING TECHNOLOGIES	
1-100	-	-	-
101-200	-	-	-
201-250	1	-	1
251-300	2	-	2
301-400	2	-	2
401-500	4	-	4
501-600	4	-	4
601-700	6	1	7
700+	6	2	8

Note: This table does not include the positions of Assistant Principal. The position of Information Technology Coordinator (where appointed) is included.

The number of promotion positions required to be appointed will be calculated by allowing one point for each Coordinator 1, two points for each Coordinator 2 and three points for each Coordinator 3.

19.8 PERIOD OF APPOINTMENT

The period of appointment will be as specified in the relevant Diocesan Annexure to this Agreement.

20. ALLOWANCES AND EXPENSE RELATED ENTITLEMENTS FOR TEACHERS

20.1 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.

20.2 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:
- (d) in the case of a Teacher who normally travels to work in their own motor vehicle, a deduction of the kilometres normally travelled to and from their usual place of employment on that day; or

- (e) otherwise, a deduction of the usual costs of the Teacher's journey to and from the usual place of employment (e.g. public transport fares), but only to the extent that such usual costs have not also been incurred in respect of that day.

20.3 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.

20.4 SPECIAL EDUCATION TEACHER ALLOWANCE

Teachers appointed to teach classes of students with a disability will be paid in addition to the applicable salary, an allowance as set out in **Table 4 - Allowances for Teachers of Schedule A - Teachers' Salaries & Allowances**.

20.5 SPECIAL GEOGRAPHIC ALLOWANCE

- (a) This paragraph applies to the Diocese of Armidale only. A special geographic allowance as set out in **Table 4 - Allowances for Teachers of Schedule A - Teachers' Salaries & Allowances** will be paid to a full-time Teacher employed at the schools in Mungindi and Walgett. This allowance is paid on a pro rata basis to part-time Teachers employed in those schools. The rate of this allowance will be reviewed every two years.
- (b) This paragraph applies to the Diocese of Wilcannia-Forbes only. A special geographic allowance as set out in **Table 4 - Allowances for Teachers of Schedule A - Teachers' Salaries & Allowances** will be paid to a full-time permanent Teacher employed at St Therese's Community School, Wilcannia; St Ignatius School, Bourke; St John's School, Cobar and St Patrick's School, Brewarrina. This allowance is paid on a pro rata basis to part-time Teachers employed in those schools.
- (c) This paragraph applies to the Archdiocese of Canberra Goulburn only. A special geographic allowance as set out in **Table 4 - Allowances for Teachers of Schedule A - Teachers' Salaries & Allowances** will be paid to a full-time permanent Teacher employed at St Francis Xavier Primary School, Lake Cargelligo. This allowance is paid on a pro rata basis to part-time Teachers employed in this school.

21. RATES OF PAY FOR GENERAL EMPLOYEES

21.1 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.

21.2 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 21.2(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 29 - 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 21.1.**
-

- (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.

21.3 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 21.2(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 21.3(c)**, a minimum two hour start may apply to General Employees (other than those in the School Operational Services stream) where such a General Employee:
 - (i) is performing work in a specific funded program, such as integration programs, ESL, new arrivals programs or like programs;
 - (ii) is performing work in relation to tube feeding or dispensing medicine and work for a minimum three hours is not required and/or funded; or

- (iii) is performing work in relation to traffic control or assisting a disabled student to alight from, or board, a bus.
- (e) Notwithstanding **paragraph 21.3(c)**, a minimum two hour start will apply to cleaners and bus drivers, including for broken shifts.
- (f) Notwithstanding **paragraphs 21.3(c), (d) and (e)**, the Employer and General Employee may implement a shorter minimum period of engagement, by way of an Individual Flexibility Arrangement, as set out in **Clause 5 – Individual Flexibility Arrangement**, to suit the particular needs of the Employer and the General Employee.

21.4 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.

22. ALLOWANCES AND RELATED EXPENSES FOR GENERAL EMPLOYEES

22.1 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.

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

22.3 HEALTH CARE PROCEDURES ALLOWANCE

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

22.4 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.

22.5 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.

22.6 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.

22.7 UNIFORM AND LAUNDRY ALLOWANCE

- (a) 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**.
- (b) A General Employee will also be provided with any protective clothing or equipment required for their work. All protective clothing and equipment supplied by the Employer to the General Employee must be returned upon termination of employment.

22.8 BROKEN SHIFT ALLOWANCE

A General Employee performing the work of a Bus Driver or Cleaner who is required to work a broken shift as provided for in **Subclause 28.4 - 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.

22.9 OVERNIGHT SCHOOL CAMPS – CLASSROOM & LEARNING SUPPORT STAFF ONLY

- (a) The provisions of this subclause apply to Classroom & Learning Support Staff only and where an Employer requires a General Employee to supervise and assist students on an overnight school camp, or where a General Employee agrees to attend an overnight school camp.
- (b) Where an Employer requires a General Employee to work on a school camp, the Employer must provide the General Employee with at least 4 weeks' notice, unless the General Employee volunteers for this task or there is otherwise mutual agreement between the Employer and the General Employee.
- (c) A General Employee may refuse to attend an overnight school camp where the requirement is unreasonable having regard to the General Employee's personal circumstances, including any family and carer responsibilities.
- (d) A General Employee will be paid a camp attendance allowance of \$45 per night for each night the Employee is required to sleepover at the overnight school camp.

23. APPRENTICES

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

- (a) the wage rates will be calculated in accordance with **subclauses 23.2 and 23.3** using the rates of pay contained in this Agreement; and
- (b) apprentices will be entitled to all other terms and conditions of employment under this Agreement.

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

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

23.3 An adult apprentice will be paid either the Level 1 rate of pay or the rate prescribed by **subclause 23.2**, whichever is the higher. An adult apprentice will progress through the steps within the applicable level in accordance with **subclause 16.6**.

24. SUPPORTED WAGE

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

- 24.1 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
- 24.2 the Employee will be entitled to all other terms and conditions of employment under this Agreement.

25. NATIONAL TRAINING WAGE

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

26. SUPERANNUATION

26.1 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 18 - Salaries for Teachers**, and **Clause 21 - Rates of Pay for General Employees**;
 - (ii) in the case of Teachers, allowances pursuant to **Clause 19 - Promotion Positions for Teachers**, **subclauses 20.4** and **20.5**, and an allowance payable in respect of a promotion position pursuant to an Annexure; and
 - (iii) in the case of General Employees, allowances pursuant to **subclauses 22.2, 22.3, and 22.8**;
 - (iv) the amount of any payment made to the Employee pursuant to **Clause 33 - Salary Adjustment Formula and Student Vacation Periods**, or **Clause 34 - Annual Adjustment of Salary Formula**, and **Clause 41 Termination of Employment**; and
 - (v) 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.

26.2 BENEFITS

- (a) Each Employer will, in respect of each Employee employed by the Employer, and subject to the provisions of **subclause 26.4**, pay superannuation contributions into the Fund nominated by the Employee at the rate of 9.5 per cent of the Employee’s Basic Earnings.

- (b) The percentage rate in **paragraph 26.2(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 26.2(a)** will take effect at the date of commencement of any such increase to the Charge Percentage.
- (c) Where a new Employee commences employment with the Employer, the Employer will advise the Employee in writing of the Employee’s superannuation entitlements under this Agreement and of the available Funds 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 26.1(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.
- (d) Where a casual Employee has, at any time prior to the commencement date, met the requirements to be a “Qualified Employee” with an Employer who is a party to this Agreement under the superannuation provisions of any agreement, transitional industrial instrument or NSW State award 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.

26.3 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.

26.4 EXCEPTIONS

An 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 26.2(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

27. 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.

28. HOURS OF WORK FOR GENERAL EMPLOYEES

28.1 ORDINARY HOURS OF WORK

- (a) The ordinary hours of work, of a full-time General Employee exclusive of meal breaks will not, without the payment of overtime, exceed 38 per week (or 76 hours rostered over a fortnight).
- (b) The ordinary hours of work will be worked on no more than five days out of seven between the hours of 7.00am and 6.00pm Monday to Friday inclusive and between the hours of 7.30am and 12 noon on a Saturday.
- (c) Notwithstanding **paragraph 28.1(b)**, the ordinary hours for a General Employee performing the work of a Cleaner will be worked between the hours of 6.00am and 8.00pm Monday to Friday inclusive.
- (d) The parties to this Agreement acknowledge that there may be circumstances where an individual General Employee would prefer to work outside the prescribed ordinary span of hours. In these circumstances, the Employee's span of ordinary hours may be changed by way of an individual Flexibility Arrangement, as set out in **Clause 5 - Individual Flexibility Arrangement**. Work performed within the revised span of hours will not attract overtime rates.
- (e) The Employer will fix the General Employee's ordinary hours of work and the ordinary time of meal breaks. This will be displayed in a conspicuous place accessible to the Employee or in their contract of employment. A General Employee's hours of work will not be changed without payment of overtime for work done outside the fixed hours, unless seven days notice has been given, or a lesser period where there is mutual agreement by the Employer and General Employee.

28.2 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 28.1** provided that the ordinary hours of work will not exceed 8 hours per day, exclusive of meal breaks.
- (b) Part-time General Employees who work additional hours will be paid at the casual rate of pay applicable to the General Employee's position, provided that overtime rates will instead be payable in respect of any:
 - (i) hours worked outside the span of ordinary hours;
 - (ii) hours that are worked in excess of eight hours per day; and
 - (iii) hours that are worked in excess of 38 hours per week.

28.3 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 28.1**.

28.4 BROKEN SHIFTS

- (a) A General Employee employed as a Bus Driver or Cleaner may be rostered to work ordinary hours in a broken shift, comprising of two periods of duty per day (exclusive of meal breaks), with a minimum of two hours for each period of duty.
- (b) The maximum spread between the start of the first period of duty and the cessation of the second period of duty is 12 hours. Any hours in excess of these 12 hours will be paid as overtime.
- (c) General Employees working a broken shift will receive payment of the broken shift allowance as set out in **subclause 22.8**.

29. WORK DURING PUPIL VACATION PERIODS FOR GENERAL EMPLOYEES

29.1 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 21.2** may be required by the Employer to undertake additional occasional work during pupil vacation periods. Unless otherwise agreed by the Employer and General Employee, the additional occasional work during pupil vacation periods will not exceed seven days per school year.

29.2 Where an Employer requires that work be performed during pupil vacation periods pursuant to **subclause 29.1** 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 29.2(a), (b), (c) or (d)**.

29.3 PAYMENT FOR WORK DURING PUPIL VACATION PERIODS

- (a) Subject to **subclauses 29.1 and 29.2**, 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 21.2**.
- (c) If a General Employee is notified by the Employer in accordance with **subclause 29.2** 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.

29.4 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 29.4(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.

29.5 WORK HEALTH AND SAFETY

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

30. OVERTIME FOR GENERAL EMPLOYEES

30.1 REQUIREMENT TO PERFORM REASONABLE OVERTIME

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

30.2 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 28 - Hours of Work of General Employees** as follows:

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

- (b) In calculating overtime, each day's work will stand alone.
- (c) For work performed on Sunday a General Employee will be paid at the overtime rate calculated in accordance with **paragraph 30.2(a)** for a minimum payment of four hours' work.

30.3 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.

30.4 TIME OFF INSTEAD OF OVERTIME PAYMENT

- (a) Where a General Employee has performed work on overtime, the General Employee may elect, with the consent of the Employer, to take time off in lieu of payment for overtime at a time or times agreed with the Employer within 12 months of the overtime being worked. Such election will be evidenced in writing and kept with time and wages records. Overtime worked in each pay period must be the subject of a separate agreement. The agreement must state the number of hours worked, that the Employee has agreed to take time off rather than be paid for the overtime and that the Employee may request at any time to be paid instead of taking time off, and that if the Employee so requests, the overtime will be paid in the next pay period following the request.
- (b) If the General Employee requests at any time to be paid for overtime covered by an agreement under **paragraph 30.4(a)** but not taken as time off, or if time off for overtime that has been worked is not taken within the period of 12 months

mentioned in **paragraph 30.4(a)**, the Employer must pay the General Employee for the overtime in the following pay period, at the overtime rate applicable to the overtime when worked.

- (c) Overtime taken as time off during ordinary time hours will be taken at the ordinary time rate, that is, an hour for each hour worked, in respect of overtime worked between Monday and Friday inclusive.
- (d) Normal overtime rates for Saturday and Sunday as set out in **paragraph 30.2(a)** will typically apply for those days, provided that a General Employee may request that the Employer provide time off instead of payment of overtime equivalent to the number of hours of payment the Employee would have received had they been paid overtime for such work.
- (e) A General Employee may not accumulate more than 20 hours to be taken as leave in lieu of overtime payment.
- (f) A General Employee will be paid any outstanding time in lieu of overtime at the overtime rate applicable to the overtime when worked if the General Employee's employment terminates.

30.5 RECALL TO WORK

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

30.6 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.

31. MEALS AND REST BREAKS

31.1 MEAL BREAK FOR TEACHERS

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

31.2 MEAL BREAK FOR GENERAL EMPLOYEES

- (a) Subject to **paragraph 31.2 (b)**, a General Employee who works four hours or more is entitled to a meal break, of not less than 30 minutes and not more than

one hour, free of duties, which will be taken no later than five hours after commencing work. Such meal break will not be counted as time worked and is unpaid.

- (b) Provided that a General Employee who works between four hours and not more than five hours may elect, but not be required, to take a meal break in accordance with **paragraph 31.2 (a)**.

31.3 REST BREAK FOR GENERAL EMPLOYEES

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

32. ANNUAL LEAVE

32.1 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.

32.2 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 35 – 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.

32.3 ANNUAL LEAVE LOADING

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

33. SALARY ADJUSTMENT FORMULA AND STUDENT VACATION PERIODS

33.1 This clause applies only to Teachers, and General Employees who receive an averaged salary in accordance with **subclause 21.2**, employed to work in:

- (a) the Archdiocese of Sydney;
- (b) the Diocese of Broken Bay; and
- (c) the Diocese of Wagga Wagga.

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

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

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

33.3 SCHOOL YEAR

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

33.4 HOURS BASED CALCULATIONS FOR TEACHERS

For the purposes of this clause only:

- (a) Full-time Teachers will be deemed to work 38 hours per week, and part-time Teachers will be deemed to work a proportionate amount. For example a 0.2 FTE Teacher will be deemed to work 7.6 hours per week. For the purposes of accumulating and receiving payment during student vacation periods, each half day worked by, or paid to, a Teacher will be deemed to be equivalent to 3.8 hours;
- (b) The applicable hourly rate of pay for a Teacher will be calculated by dividing the applicable fortnightly rate of pay, as set out in **subclause 18.1**, by 76.

33.5 CALCULATION OF ENTITLEMENT

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

- (a) The rate of accumulation is determined by the SVP Ratio. The SVP Ratio for a School Year is determined by dividing the total number of weekdays falling within student vacation periods by the total number of weekdays falling during term time. For the purposes of this calculation, public holidays falling on a weekday are counted as weekdays;

- (b) For the 2020 school year the SVP Ratio is 0.286 (being 58 weekdays falling within student vacation periods divided by 203 weekdays falling during term time);
- (c) For the 2021 school year the SVP Ratio is 0.303 (being 61 weekdays falling within student vacation periods divided by 201 weekdays falling during term time);
- (d) For every hour worked by an Employee during term time, that Employee's SVP Balance will be increased by the amount of the SVP Ratio for that school year. For example, an Employee who works 10 hours will accumulate 2.86 hours to their SVP Balance in 2020.
- (e) For each hour an Employee is paid during a student vacation period, an hour will be deducted from the Employee's SVP Balance.

33.6 PAYMENT FOR STUDENT VACATION PERIODS

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

33.7 PAYMENT OF OUTSTANDING SVP BALANCES

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

33.8 NOTIFICATION BY THE EMPLOYER

Where an Employee:

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

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

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

34. ANNUAL ADJUSTMENT OF SALARY FORMULA

34.1 This clause applies only to Employees employed in the following Dioceses:

- (a) Diocese of Armidale*
- (b) Diocese of Bathurst
- (c) Archdiocese of Canberra and Goulburn
- (d) Diocese of Lismore*
- (e) Diocese of Maitland-Newcastle*
- (f) Diocese of Parramatta*
- (g) Diocese of Wilcannia-Forbes
- (h) Diocese of Wollongong

* Note: the Diocese of Lismore, the Diocese of Maitland-Newcastle, the Diocese of Armidale and the Diocese of Parramatta may, during the life of this Agreement, move to a new payroll system and as a result may adopt the provisions of **clause 33 – Salary Adjustment Formula and Student Vacation Periods** in lieu of this **clause 34 – Annual Adjustment of Salary Formula**. An Employee employed by the Diocese of Lismore, the Diocese of Maitland-Newcastle, the Diocese of Armidale or the Diocese of Parramatta will be no worse off as a result. The Union and Employees will be advised in writing at least 3 months prior to any such change.

34.2 APPLICATION

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

34.3 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 21.2**, 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.

34.4 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.

34.5 CALCULATION OF PAYMENTS

- (a) A payment made pursuant to **paragraphs 34.3(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 34.3(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

34.6 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 34.5** 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.

34.7 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 34.7(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 34.5(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.

34.8 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 34.5(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).

35. PUBLIC HOLIDAYS

- 35.1 For the purposes of this Agreement, public holidays are as defined in the Act and include New Year's Day, Australia Day, Canberra Day (ACT based Employees only) Good Friday, Easter Saturday, Easter Sunday (NSW based Employees only), Easter Monday, , 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.
- 35.2 In addition to the public holidays set out in **subclause 35.1**, a General Employee who is required to work 48 weeks per year, in accordance with **subclause 21.1**, will be entitled to one additional holiday in each calendar year, which must be taken within that calendar year. In NSW, this additional holiday will be observed on Holy Thursday, and in the ACT, it 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 school and their Employer.
- 35.3 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.
- 35.4 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.
- 35.5 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.
- 35.6 Where a General Employee has agreed to a request to work on a public holiday specified in **subclause 35.1**, they will be paid at the rate of double time and one-half the ordinary time rate with a minimum payment of 2 hours.

36. PERSONAL/CARER'S LEAVE

36.1 ENTITLEMENT TO PAID PERSONAL/CARER'S LEAVE - TEACHERS

- (a) A Teacher will receive a one-off entitlement to 15 days' paid Personal/Carer's Leave upfront (pro rata for a part-time Teacher) on commencement of their first temporary block or permanent appointment in addition to Personal / Carer's Leave provided in **paragraphs 36.1(b) and 36.1 (c)**. This one-off entitlement will not apply where the Teacher has transferred their accrued Personal/Carer's Leave from a participating employer as provided in **Annexure L – Personal/Carer's Leave Portability (NSW/ACT Catholic Systemic Schools and Participating NSW/ACT Catholic Independent Schools)**.

ALL EMPLOYEES

- (b) A full-time Employee will be entitled to 15 days' Personal/Carer's Leave for each year of service. Personal/Carer's Leave will accrue progressively during a year of service according to an Employee's ordinary hours of work.
- (c) A part-time Employee will be entitled to paid Personal/ Carer's Leave in proportion to that number of hours they work in proportion to a full-time Employee.
- (d) An Employee may take paid Personal/Carer's Leave if the leave is taken:
 - (i) because the Employee is not fit or able to work due to a 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 and Special Education Teachers allowances paid to Teachers and the first aid allowance paid to General Employees pursuant to **paragraph 22.2 (c)**) or overtime.

- (g) Where applicable, if a public holiday occurs during an Employee's absence on Personal/ Carer's Leave then such public holiday will not be counted as Personal/Carer's Leave.

36.2 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 36.1 (d)**; and
- (c) the period, or expected period of their leave.

36.3 EVIDENCE REQUIREMENTS

- (a) Evidence will not be required for the first three days of Personal/Carer's Leave taken by an Employee in a school year. For subsequent absences, the provisions set out in **paragraphs 36.3(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 (NSW) or 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.

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

- (a) Notwithstanding **subclause 36.3**, where an Employee has either:
 - (i) taken frequent single days of Personal/Carer's Leave; or
 - (ii) taken extended Personal/Carer's Leave; or
 - (iii) taken frequent days of Personal/Carer's Leave immediately before and/or after a public holiday, or immediately before and/or after a pupil vacation period;

the Employer may take the following action:

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

36.5 ACCUMULATION OF PERSONAL/CARER'S LEAVE

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.

36.6 PORTABILITY

An Employee who was previously employed with another Employer named in this

Agreement, or with a participating Catholic Independent School listed in **Annexure L – 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.

36.7 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 36.2**, and the evidence requirements set out in **subclause 36.3**.
- (d) An Employer must not fail to re-engage a casual Employee because the Employee accessed the entitlements provided for in this clause. The rights of an Employer to engage or not to engage a casual Employee are otherwise not affected.

36.8 SPECIAL LEAVE

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

37. 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.

37.1 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 21.2**), 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 37.1(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 37.1(b)**.
- (f) Where an Employee applies for a lump sum payment in advance under **paragraph 37.1(d)**, the Employee will give the Employer at least one month's notice of intention.
- (g) If a female Employee has commenced paid parental leave and subsequently the female Employee's pregnancy results in a stillbirth or death of a child, the Employee will be entitled to retain payment in accordance with this subclause equivalent to the salary/wages for the period of parental leave taken by the Employee.
- (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 36 - 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 33 – Salary Adjustment Formula and Student Vacation Periods** or **Clause 34 – 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 37.1(b)**.

Notation:

The Employers are of the view that, in the case of Teachers and General Employees not required to work 48 weeks per year (i.e. paid an averaged rate of pay subject to **subclause 21.2**), 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.

37.2 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 37.2(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 36 - 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 37.2(b)** and **37.2(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 37.2(d)** above.

37.3 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 current Employer if, immediately prior to commencement of service with the current Employer, they had 12 months of continuous service with another Employer named in this Agreement, or a Catholic Independent School operating in NSW or the ACT.

37.4 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.

37.5 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 37.5(a)**.

37.6 RIGHT TO REQUEST EXTENSION OF PARENTAL LEAVE

- (a) An Employee entitled to parental leave in accordance with **subclause 37.1** may request the Employer to allow the Employee to extend the period of unpaid parental leave for a further continuous period of leave not exceeding 12 months.
- (b) An Employee entitled to parental leave in accordance with **subclause 37.2** may request the Employer to allow the Employee to extend the period of unpaid parental leave up to a maximum of eight weeks.

- (c) The request and the response must comply with the provisions of **Clause 10 - Right to Request Flexible Working Arrangements**.

38. LONG SERVICE LEAVE

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

The provisions of the *Long Service Leave Act 1955* (NSW) and 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.

38.2 LONG SERVICE LEAVE ENTITLEMENT FOR TEACHERS

The long service leave entitlement of a Teacher will be:

- (a) in respect of full-time service of less than ten years' service, 6.5 days per year of service;
- (b) in respect of full-time service completed by the Teacher of 10 or more years, 10 days per year of service; and
- (c) in respect of part-time service, or continuous casual service completed by the Teacher, a pro rata amount of the entitlement in **paragraphs 38.2(a) and (b)**, calculated according to the FTE of the Teacher during the period of part-time or casual service.

In respect of continuous casual service completed by the Teacher, a pro rata amount of the entitlement in **paragraphs 38.2(a) and (b)**, calculated according to the number of days the casual Teacher works during a year as it bears to 203 days. For example, over a year a casual Teacher works 101.5 days. The casual Teacher's FTE is 0.5 ($101.5 \div 203$). Therefore, during that year the casual Teacher has accrued either 3.25 days (0.5×6.5 days) or 5 days (0.5×10 days) of long service leave (depending on the length of continuous service of the casual Teacher).

38.3 LONG SERVICE LEAVE ENTITLEMENT FOR GENERAL EMPLOYEES

Subject to **subclause 38.5**, the long service leave entitlement of a General Employee will be:

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

38.4 ACCRUAL OF LONG SERVICE LEAVE UNDER PREVIOUS INDUSTRIAL INSTRUMENTS

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

FOR TEACHERS *(see notes):

PREVIOUS AGREEMENT OR AWARD	CLAUSE	IN RESPECT OF THE PERIOD	CALCULATION OF LONG SERVICE LEAVE PER YEAR OF SERVICE
<i>NSW and ACT Catholic Systemic Schools Enterprise Agreement 2015 and the previous agreement</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. In the Diocese of Wagga Wagga, in the period from 1 January 1995 to 27 January 1998, the entitlement was 13 weeks of long service leave in the first ten years of service and then 2 weeks for each year of service after ten years' qualifying service.

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

FOR GENERAL EMPLOYEES:

PREVIOUS AGREEMENT OR AWARD	CLAUSE	IN RESPECT OF THE PERIOD	CALCULATION OF LONG SERVICE LEAVE PER YEAR OF SERVICE
<i>NSW and ACT Catholic Systemic Schools Enterprise Agreement 2015 and the previous agreement.</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 service pro rata of (a)

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

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

38.5 CONVERSION TO HOURS BASED ACCRUALS FOR GENERAL EMPLOYEES PREVIOUSLY EMPLOYED UNDER THE MODERN AWARD

This subclause applies to those School Administrative Services employees who are employed in ICT services ("ICT Employees") and in respect of whom, prior to the commencement date of the previous agreement, the *Educational Services (Schools) General Staff Award 2020* [MA000076] applied, rather than an enterprise agreement. On 1 July 2018, pursuant to **subclause 39.5** of the previous agreement, the long service leave entitlement of these employees was converted from an entitlement expressed in weeks to an entitlement expressed in hours.

(i)

38.6 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 Diocesan Annexures to this Agreement at **Annexures A to K**.

- (b) An Employee will, at a minimum, be entitled to take any accrued long service leave upon completion of ten years' service if engaged to work in NSW or seven years' service if engaged to work in the ACT, 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 / weekly hours at the time of taking the long service leave, unless otherwise agreed. For the purposes of this **paragraph 38.6(d)** current FTE for casual Teachers means the number of casual days worked in the 12 month period immediately before the long service leave is taken as it bears to 203 days; and current weekly hours for casual General Employees means the average number of weekly hours worked in the 12 month period immediately before the long service leave is taken as it bears to 38 hours per week.

(e) **PAYMENT OF CASUAL EMPLOYEE ON LONG SERVICE LEAVE**

A casual Employee will be paid as per the FTE calculated in accordance with **paragraph 38.6(d)** at his or her current daily or hourly rate at the time he or she takes the leave.

(f) **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 21.1**.
- (ii) Subject to the provisions of the relevant Diocesan Annexure, where a Teacher wishes to take a short block of long service leave of less than one term immediately before or immediately after a pupil vacation period but neither in accordance with **paragraph 38.6(g)** 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.

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

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

(h) **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.

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

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

(j) **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.

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

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

38.7 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.

38.8 PAYMENT OF LONG SERVICE LEAVE ON TERMINATION

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

38.9 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 terminates with an 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.

38.10 LONG SERVICE LEAVE PORTABILITY

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

39. OTHER LEAVE

39.1 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 39.1(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 39.1(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 39.1(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 36 – Personal/Carer's Leave**.
- (f) An Employee may take compassionate leave in conjunction with Personal/Carer's leave. In determining such a request, the Employer will give consideration to the circumstances of the Employee and the reasonable operational requirements of the School.

39.2 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 39.2(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.

39.3 COMMUNITY SERVICE LEAVE

- (a) An Employer will provide an Employee with community service leave in accordance with the Act and this subclause.
- (b) Where the involvement of an Employee (other than a casual Employee) in a community service activity has been approved by the Employer after consideration of the needs of the School, an Employee will be entitled to paid leave of not more than five days in any school year (unless otherwise agreed with the Employer) for emergency leave for service to the community. Examples of purposes for which such leave may be granted include to work in the State or Territory Emergency Service or Volunteer Fire Brigade. An Employee will otherwise be entitled to unpaid leave for an eligible community service in accordance with the Act.
- (c) An Employee (other than a casual Employee) who is required to attend for jury service during ordinary working hours will be provided with paid leave for this purpose. The Employee will be required to reimburse to the Employer any monies payable to the Employee for such attendance (excluding reimbursement of expenses) which required the Employee's absence from School.
- (d) The Employee must notify the Employer as soon as possible of the date upon which he or she is required to attend for jury service. The Employee must provide to the Employer a copy of the summons to attend jury duty and a record of payments received as proof of attendance.

39.4 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.

39.5 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.

39.6 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.

39.7 PAID FAMILY AND DOMESTIC VIOLENCE LEAVE

- (a) An Employee (except a casual Employee) is entitled to 10 days' paid family and domestic violence leave each year if:
 - (i) the Employee is experiencing family and domestic violence; and
 - (ii) the Employee needs to do something to deal with the impact of the family and domestic violence; and
 - (iii) it is impractical for the Employee to do that thing outside the Employee's ordinary hours of work.
- (b) The leave is available in full at the start of each year and is non-cumulative.
- (c) For the purposes of this **subclause 39.7**, family and domestic violence is as defined in the Act.
- (d) An Employee wishing to access paid family and domestic violence leave provided under this **subclause 39.7** must comply with the evidence and notice requirements relating to unpaid family and domestic violence leave set out in the Act.

39.8 PAID EMERGENCY DISASTER LEAVE

- (a) The parties to this Agreement recognise the importance of keeping schools open wherever possible during times of natural disasters and, should schools need to be closed for a time, to reopen them as soon as possible.
- (b) Employees will assist with keeping schools open to support students, families, and the community and to provide continuity of teaching and learning as far as is feasible and safe to do so. They will attend work unless prevented by circumstances described in **paragraph 39.8 (c)** or are otherwise on approved leave. Subject to **paragraph 39.8 (c)** Employees may be asked to assist with preparing for a reopening of a school damaged by a declared natural disaster.
- (c) A full-time or part-time Employee who is unable or prevented from attending work because of a declared natural disaster and cannot work remotely will be granted a maximum of five days' paid leave per calendar year (non-cumulative) in the following circumstances:
 - (i) they must remain at home because transport services and facilities are disrupted or discontinued and they are not able to reach a place of work in a timely or safe manner; or
 - (ii) they are away from their usual residence and are unavoidably delayed in returning to work due to identified and specific disruptions to transport services and facilities; or

- (iii) they are required to leave work early and return home to ensure their personal safety, the safety of their family or the protection of their property or because the availability of transport services and facilities may be disrupted or discontinued; or
 - (iv) they must remain at home to have essential temporary repairs effected, restore or replace essential belongings, complete necessary clean-up for safety or to enable occupation of residence.
- (d) In respect of the entitlement set out in **paragraph 39.8 (c)**, an employee may be required to provide satisfactory evidence.
- (e) The Employee will advise the Employer as soon as possible of their intention to apply for leave pursuant to this **subclause 39.8**, the expected duration and the reason for the absence.
- (f) If a natural disaster is declared retrospectively and a full-time or part-time Employee has already taken other leave because of that declared natural disaster in the circumstances set out in **paragraph 39.8 (c)**, the Employee may apply for that other leave (including unpaid leave) to be converted to paid emergency disaster leave up to a maximum of five days per calendar year.
- (g) For the purpose of this clause, the Employee's "home", means the Employee's principal place of residence only.

Note: A full-time or part-time Employee who is impacted by a natural disaster (whether declared or not) may be entitled to apply for paid personal/carer's leave under **Clause 36 – Personal/Carer's Leave** of this Agreement. An Employee who is unable to or prevented from attending work because of floods, severe snowfall or storms, bushfires or other natural emergencies in the circumstances in **subparagraphs 39.8 (c)(i) to (iv)** and cannot work remotely will be considered to be affected by the unexpected personal emergency for the purposes of **Clause 36 – Personal/Carer's Leave**. For clarity, personal/carer's leave cannot be taken concurrently with paid emergency disaster leave.

PART 9

SUSPENSION AND TERMINATION OF EMPLOYMENT

40. SUSPENSION

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

41. TERMINATION OF EMPLOYMENT

41.1 NOTICE OF TERMINATION

- (a) An Employer must not terminate an Employee's employment unless the Employer has given the Employee written notice of the day of the termination. The day of termination cannot be before the day the notice is given.
- (b) An Employer must not terminate an Employee's employment unless:
- (i) the time between the giving of notice and the day of the termination is at least the minimum period of notice set out in **paragraph 41.1(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 41.1(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 41.1(c)** except that there is no requirement on the Employee to give the additional notice set out in **paragraph 41.1(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.

41.2 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 32 - Annual Leave, clause 33 - Salary Adjustment Formula and Student Vacation Periods** or **clause 34 – Annual Adjustment of Salary Formula**) and/or long service leave.
- (b) If an Employee fails to give the notice specified in **paragraph 41.1(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.

41.3 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.

42. REDUNDANCY PAY

42.1 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 42.2** and **42.3**), 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.

42.2 INCAPACITY TO PAY

- (i) Subject to an application by the Employer and further order of the FWC, an Employer may pay a lesser amount (or no amount) of redundancy pay than that contained in **subclause 42.1**.
- (ii) The FWC will have regard to such financial and other resources of the Employer concerned as the FWC thinks relevant, and the probable effect paying the amount of redundancy pay in **subclause 42.1** will have on the Employer.

42.3 ALTERNATIVE EMPLOYMENT

Subject to an application by the Employer and further order of the FWC, an Employer may pay a lesser amount (or no amount) of redundancy pay than that contained in **subclause 42.1** if the Employer obtains acceptable alternative employment for an Employee.

42.4 TRANSFER TO LOWER PAID DUTIES

Where an Employee is transferred to lower paid duties following the process set out in **Clause 44 – 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 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.

42.5 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 42.1**. This payment is a compensation for loss of hours rather than a redundancy payment for taxation purposes.

42.6 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.

42.7 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.

42.8 NOTICE TO CENTRELINK

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

42.9 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

43. DISPUTE RESOLUTION PROCEDURES

43.1 In the event of a dispute about:

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

the following procedure shall be followed.

STEP 1

43.2 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.

43.3 In addition to **subclause 43.2**, if the dispute is or includes a WPA Dispute, the parties should attempt to resolve the dispute through a collaborative discussion during which both parties should consider the following factors in attempting to resolve the dispute:

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

STEP 2

43.4 If a dispute is unable to be resolved at the workplace, and all appropriate steps under **subclause 43.2** and, if applicable, **subclause 43.3**, have been taken, a party to the dispute may refer the dispute to the FWC.

43.5 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.)

- 43.6 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.
- 43.7 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.

44. CONSULTATION REGARDING MAJOR WORKPLACE CHANGE

44.1 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.

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

44.3 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.

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

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

44.6 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.

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

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

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

45.2 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.

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

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

46. FAIR PROCEDURES

46.1 DEFINITIONS

For the purpose of this clause:

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

46.2 PROCEDURAL FAIRNESS FOR EMPLOYEES IN DEALING WITH REPORTABLE ALLEGATIONS AND EXEMPT ALLEGATIONS

- (a) Subject to **paragraph 46.2(c)** an Employee, against whom a reportable allegation or an exempt allegation has been made in the course of employment, is to be informed by his or her Employer (or the person delegated by his or her Employer to do so) of the reportable allegation or exempt allegation made against them. The Employee will be given:
 - (i) an opportunity to respond to the reportable allegation or exempt allegation; and
 - (ii) sufficient information to enable them to respond to the matters alleged against him/her. He or she must be given full details unless the Police or other government agency involved in the investigation of the matters alleged against the Employee, have otherwise directed the Employer not to do so.
- (b) Where an interview is required, the Employee shall be advised in advance of the general purpose of any interview relevant to the reportable allegation or exempt allegation, the names and positions of persons who will be attending the interview; the right to be accompanied by a person of the Employee's choice (a witness). The Employee will be given sufficient notice of the proposed meeting time to allow such witness to attend. Such witness may be a Union representative.
- (c) Nothing in this **subclause 46.2** will require an Employer to act contrary to any written advice or notice given by the Police or government agency in accordance with sections 31 – 33 of the *Children's Guardian Act 2019* provided that:
 - (i) the Employer is acting in accordance with such written advice or notice; and
 - (ii) such written advice or notice has not expired or been revoked or withdrawn.

46.3 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 *Children's Guardian Act 2019* (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 the details of a reportable allegation or an exempt allegation against an Employee, in compliance with any statutory requirement.

46.4 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.

46.5 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.

46.6 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.

46.7 ARCHDIOCESE OF CANBERRA AND GOULBURN – ACT EMPLOYEES

- (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 46.7(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).

- (b) 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.

47. UNION MEMBERS AND REPRESENTATIVES

47.1 Meetings of Union members who are employed at a school may be held on the Employer's premises at times and places reasonably convenient to both Union members and the Employer.

47.2 Union meetings must not take place during timetabled teaching time.

47.3 The Employer will permit the Union representative in the School to post Union notices relating to the holding of meetings on a common room noticeboard.

47.4 The Union representative will be permitted in working hours (other than timetabled teaching time) to meet the Employer or the Principal on Union business. Such meetings will take place at a time and place convenient to both parties.

SIGNATURES TO THE AGREEMENT EXECUTED AS AN AGREEMENT

Signatories to the Agreement

EXECUTED as an agreement.

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



Signature of authorised officer

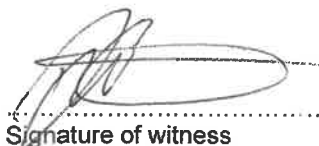
Mark Northam

485 - 501 Wattle Street

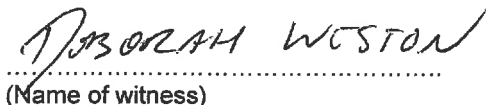
Ultimo NSW 2007

(Name / Title / Address of authorised officer)

NSW/ACT Branch Secretary, IEUA



Signature of witness

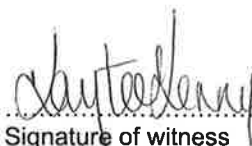


(Name of witness)

SIGNED for and on behalf of Trustees of the Roman Catholic Church Diocese of Armidale
by an authorised officer in the presence of



Signature of authorised officer



Signature of witness

Christopher Smyth

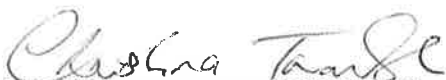
(Name / Title / Address of authorised officer)

Director of Schools
Diocese of Armidale
131 Barney St.
Armidale 2350.

KAYTEE KENNY

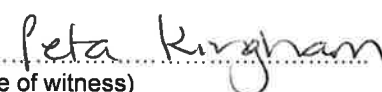
(Name of witness)

SIGNED for and on behalf of the Trustees of the Roman Catholic Church for the Diocese of Bathurst
by an authorised officer in the presence of

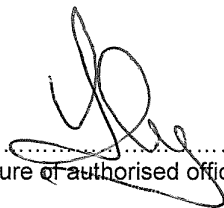

.....
Signature of authorised officer


.....
Signature of witness

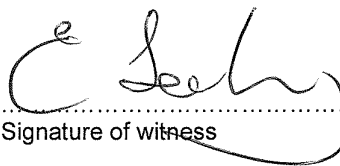
Christina Trimble
Executive Director of Schools
Catholic Education Diocese of Bathurst
Gilmour St. Kelso 2795
.....
(Name / Title / Address of authorised officer)


.....
(Name of witness)

SIGNED for and on behalf of The Trustees of the Roman Catholic Church for the Diocese of Broken Bay
by an authorised officer in the presence of



.....
Signature of authorised officer



.....
Signature of witness

Danny Casey
Director of Schools

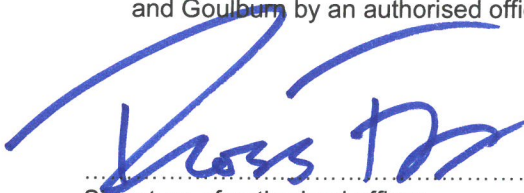
.....
(Name / Title / Address of authorised officer)

Eric Leahy

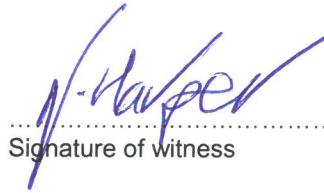
.....
(Name of witness)

PO Box 967
Pennant Hills 1715

SIGNED for and on behalf of The 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



Signature of witness

**DIRECTOR OF CATHOLIC
EDUCATION**

(Name / Title / Address of authorised officer)



(Name of witness)

Ross Fox
St Christopher's Pastoral Centre
55 Franklin Street
MANUKA ACT 2603

SIGNED for and on behalf of the Diocese of Lismore Catholic Schools Limited
by an authorised officer in the presence of

Sally Towns
Signature of authorised officer

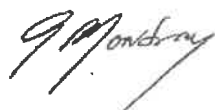
H. Youngberry
Signature of witness

SALLY TOWNS
CEO
DIOCESE OF LISMORE CATHOLIC
SCHOOLS LIMITED
(Name / Title / Address of authorised officer)


HAYLEY YOUNGBERRY
(Name of witness)

3 DAWSON ST
LISMORE 2480 NSW

SIGNED for and on behalf of the Trustees of the Roman Catholic Church for the Diocese of Maitland-Newcastle on behalf of the Catholic Schools Office by an authorised officer in the presence of



.....
Signature of authorised officer



.....
Signature of witness

Gerard Mowbray, Director of Schools

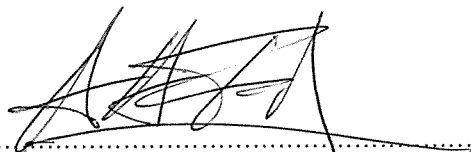
.....
(Name / Title / Address of authorised officer)

841 Hunter Street
Newcastle West 2302



.....
(Name of witness)

SIGNED for and on behalf of Sydney Catholic Schools Ltd ACN 619137343 as Trustee for the Sydney Catholic Schools Trust ABN 26 158 447 082 by an authorised officer in the presence of



Signature of authorised officer



Signature of witness

ANTHONY FARLEY
EXECUTIVE DIRECTOR OF SYDNEY
CATHOLIC SCHOOLS
38 RENWICK ST LEICHHARDT NSW 2040

(Name / Title / Address of authorised officer)

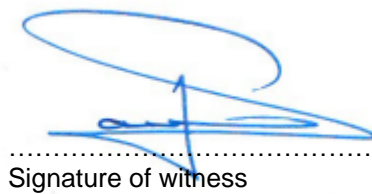
Jacqueline Frost

(Name of witness)

SIGNED for and on behalf of the Catholic Education Office, Diocese of Parramatta
by an authorised officer in the presence of



Signature of authorised officer



Signature of witness

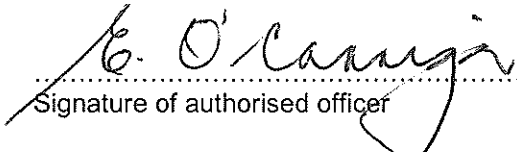
Gregory B Whitby AM KSG
Executive Director
470 Church St
Parramatta NSW 1750

Daniel Lynch

(Name / Title / Address of authorised officer)

(Name of witness)

SIGNED for and on behalf of the Trustees of the Roman Catholic Church for the Diocese of Wagga Wagga
by an authorised officer in the presence of


.....
Signature of authorised officer


.....
Signature of witness

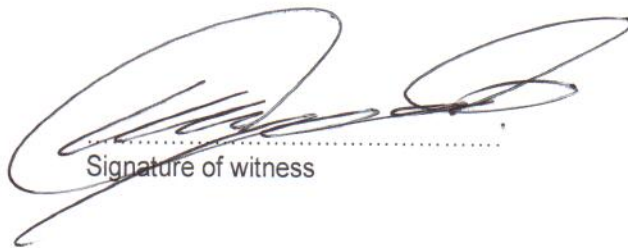
ELIZABETH O'CARRIGAN
DIRECTOR OF CATHOLIC EDUCATION
PO BOX 1012
.....WAGGA WAGGA 2650.....
(Name / Title / Address of authorised officer)

Charmaine Beigel.....
(Name of witness)

SIGNED for and on behalf of the Diocese of Wilcannia-Forbes (the Trustees of the Roman Catholic Church for the Diocese of Wilcannia-Forbes) by an authorised officer in the presence of



Signature of authorised officer



Signature of witness

ANTHONY GORDON
DIRECTOR OF CATHOLIC EDUCATION

(Name / Title / Address of authorised officer)

MALCOLM GOODWIN

(Name of witness)

PO Box 10
Forbes NSW 2871

SIGNED for and on behalf of the Trustees of the Roman Catholic Church for the Diocese of Wollongong as Trustees for the Wollongong Diocese Catholic School System by an authorised officer in the presence of



.....
Signature of authorised officer



.....
Signature of witness

Peter Hill, Director of Schools

86-88 Market Street, Wollongong NSW 2500

.....
(Name / Title / Address of authorised officer)

Carolyn Hadley

.....
(Name of witness)

SCHEDULE A

TEACHERS' SALARIES & ALLOWANCES

TABLE 1A – NSW TEACHERS – SALARIES (STANDARDS)

	Annual Salary from ffpp on or after 1 January 2020(\$)	Fortnightly rate of pay from ffpp on or after 1 January 2020* (\$)	Annual Salary from ffpp on or after 1 January 2021(\$)	Fortnightly rate of pay from ffpp on or after 1 January 2021* (\$)
	2.5% Increase	2.5% Increase	2.28% Increase	2.28% Increase
CONDITIONALLY ACCREDITED TEACHER (LEVEL 1)	63,712	2443.75	65,165	2499.48
CONDITIONALLY ACCREDITED TEACHER (LEVEL 2)	70,652	2709.94	72,263	2771.73
BAND 1 (GRADUATE)	70,652	2709.94	72,263	2771.73
BAND 2 (PROFICIENT TEACHER) LEVEL 1	85,214	3268.48	87,157	3343.01
BAND 2 (PROFICIENT TEACHER) LEVEL 2	85,214	3268.48	87,157	3343.01
BAND 2 (PROFICIENT TEACHER) LEVEL 3	92,492	3547.64	94,601	3628.53
BAND 2 (PROFICIENT TEACHER) LEVEL 4	96,138	3687.48	98,330	3771.56
BAND 2 (PROFICIENT TEACHER) LEVEL 5	105,376	4041.82	107,779	4133.99
BAND 3 (HIGHLY ACCOMPLISHED)	112,163	4302.14	114,720	4400.22

Fortnightly salary calculated in accordance with **subclause 18.1 - annual salary multiplied by 14 and divided by 365.*

TABLE 1B – ACT TEACHERS – SALARIES (STANDARDS)

TEACHERS CANBERRA- GOULBURN ACT SECTOR # see Note	Annual Salary from ffpp on or after 1 July 2020(\$)	Fortnightly rate of pay from ffpp on or after 1 July 2020* (\$)	Annual Salary from ffpp on or after 1 July 2021(\$)	Fortnightly rate of pay from ffpp on or after 1 July 2021* (\$)
	3% Increase	3% Increase	3% Increase	3% Increase
CONDITIONALLY ACCREDITED TEACHER (LEVEL 1)	69,348	2659.92	71,428	2739.70
CONDITIONALLY ACCREDITED TEACHER (LEVEL 2)	73,245	2809.40	75,442	2893.67
BAND 1 (GRADUATE)	73,245	2809.40	75,442	2893.67
BAND 2 (PROFICIENT TEACHER) LEVEL 1	88,846	3407.79	91,511	3510.01
BAND 2 (PROFICIENT TEACHER) LEVEL 2	88,846	3407.79	91,511	3510.01
BAND 2 (PROFICIENT TEACHER) LEVEL 3	96,643	3706.85	99,542	3818.05
BAND 2 (PROFICIENT TEACHER) LEVEL 4	103,145	3956.25	106,239	4074.92
BAND 2 (PROFICIENT TEACHER) LEVEL 5	109,645	4205.56	112,934	4331.72
BAND 3 (HIGHLY ACCOMPLISHED)	116,220	4457.75	119,707	4591.50

* Fortnightly salary calculated in accordance with **subclause 18.1**- annual salary multiplied by 14 and divided by 365

TEACHERS CANBERRA- GOULBURN ACT SECTOR # see Note	Annual Salary from ffpp on or after 1 July 2022(\$)	Fortnightly rate of pay from ffpp on or after 1 July 2022* (\$)
	1.5% Increase	1.5% Increase
CONDITIONALLY ACCREDITED TEACHER (LEVEL 1)	72,499	2780.78
CONDITIONALLY ACCREDITED TEACHER (LEVEL 2)	76,574	2937.08
BAND 1 (GRADUATE)	76,574	2937.08
BAND 2 (PROFICIENT TEACHER) LEVEL 1	92,884	3562.67
BAND 2 (PROFICIENT TEACHER) LEVEL 2	92,884	3562.67
BAND 2 (PROFICIENT TEACHER) LEVEL 3	101,035	3875.32
BAND 2 (PROFICIENT TEACHER) LEVEL 4	107,833	4136.06
BAND 2 (PROFICIENT TEACHER) LEVEL 5	114,628	4396.69
BAND 3 (HIGHLY ACCOMPLISHED)	121,503	4660.39

* Fortnightly salary calculated in accordance with **subclause 18.1**- annual salary multiplied by 14 and divided by 365

TABLE 1C – NSW TEACHERS (EXCEPT ARCHDIOCESE OF CANBERRA AND GOULBURN) – SALARIES (INCREMENTAL)

	Annual Salary from ffpp on or after 1 January 2020 (\$)	Fortnightly rate of pay from ffpp on or after 1 January 2020* (\$)
	2.5% Increase	2.5% Increase
STEP 1	54,801	2101.96
STEP 2	59,731	2291.05
STEP 3	63,712	2443.75
STEP 4	67,013	2570.36
STEP 5	70,652	2709.94
STEP 6	74,288	2849.40
STEP 7	77,932	2989.17
STEP 8	81,576	3128.94
STEP 9	85,214	3268.48
STEP 10	88,853	3408.06
STEP 11	92,492	3547.64
STEP 12	96,138	3687.48
STEP 13	105,376	4041.82

Fortnightly salary calculated in accordance with **subclause 18.1- annual salary multiplied by 14 and divided by 365*

TABLE 1D – NSW TEACHERS (ARCHDIOCESE OF CANBERRA AND GOULBURN ONLY) – SALARIES (INCREMENTAL)

	Annual Salary from ffpp on or after 1 January 2020(\$)	Fortnightly rate of pay from ffpp on or after 1 January 2020* (\$)
	2.5% Increase	2.5% Increase
STEP 1	63,712	2443.75
STEP 2	67,013	2570.36
STEP 3	70,652	2709.94
STEP 4	74,288	2849.40
STEP 5	77,932	2989.17
STEP 6	81,576	3128.94
STEP 7	85,214	3268.48
STEP 8	88,853	3408.06
STEP 9	92,492	3547.64
STEP 10	96,138	3687.48
STEP 11	105,376	4041.82

Fortnightly salary calculated in accordance with **subclause 18.1- annual salary multiplied by 14 and divided by 365.*

TABLE 1E – ACT TEACHERS – SALARIES (INCREMENTAL)

TEACHERS CANBERRA- GOULBURN ACT SECTOR	Annual Salary from ffpp on or after 1 July 2020(\$)	Fortnightly rate of pay from ffpp on or after 1 July 2020* (\$)
	3% Increase	3% Increase
STEP 1	69,348	2659.92
STEP 2	73,245	2809.40
STEP 3	77,149	2959.14
STEP 4	81,046	3108.61
STEP 5	84,945	3258.16
STEP 6	88,846	3407.79
STEP 7	92,746	3557.38
STEP 8	96,643	3706.85
STEP 9	103,145	3956.25
STEP 10	109,645	4205.56

* Fortnightly salary calculated in accordance with **subclause 18.1**- annual salary multiplied by 14 and divided by 365

TABLE 2A – NSW Teachers – Casual Rates

	Casual daily rate of pay from from first full pay period on or after 1 January 2020(\$)	Casual half-day rate of pay from from first full pay period on or after 1 January 2020(\$)	Casual daily rate of pay from from first full pay period on or after 1 January 2021(\$)	Casual half-day rate of pay from from first full pay period on or after 1 January 2021(\$)
	2.5% Increase	2.5% Increase	2.28% Increase	2.28% Increase
CONDITIONALLY ACCREDITED TEACHER (LEVEL 1)	329.54	164.77	337.06	168.53
CONDITIONALLY ACCREDITED TEACHER (LEVEL 2)	365.44	182.72	373.77	186.89
BAND 1 (GRADUATE)	365.44	182.72	373.77	186.89
BAND 2 (PROFICIENT TEACHER) LEVEL 1	440.76	220.38	450.81	225.41

^Casual daily rate is calculated in accordance with **subparagraph 18.2(c)(ii)**- the appropriate annual rate in **subclause 18.1** divided by 203 + an additional 5% loading

^^Casual half-day rate is calculated in accordance with **subparagraph 18.2(c)(ii)**- the appropriate annual rate in **subclause 18.1** divided by 406 + an additional 5% loading

TABLE 2B – ACT Teachers – Casual Rates

TEACHERS CANBERRA- GOULBURN ACT SECTOR	Casual daily rate of pay from ffpp on or after 1 July 2020 (\$)	Casual half day rate of pay from ffpp on or after 1 July 2020* (\$)	Casual daily rate of pay from ffpp on or after 1 July 2021 (\$)	Casual half day rate of pay from ffpp on or after 1 July 2021* (\$)
	3% Increase	3% Increase	3% Increase	3% Increase
CONDITIONALLY ACCREDITED TEACHER (LEVEL 1)	358.70	179.35	369.46	184.73
CONDITIONALLY ACCREDITED TEACHER (LEVEL 2)	378.85	189.43	390.22	195.11
BAND 1 (GRADUATE)	378.85	189.43	390.22	195.11
BAND 2 (PROFICIENT TEACHER) LEVEL 1	459.55	229.77	473.33	236.67

TEACHERS CANBERRA- GOULBURN ACT SECTOR	Casual daily rate of pay from ffpp on or after 1 July 2022 (\$)	Casual half day rate of pay from ffpp on or after 1 July 2022* (\$)
	1.5% Increase	1.5% Increase
CONDITIONALLY ACCREDITED TEACHER (LEVEL 1)	374.99	187.50
CONDITIONALLY ACCREDITED TEACHER (LEVEL 2)	396.07	198.04
BAND 1 (GRADUATE)	396.07	198.04
BAND 2 (PROFICIENT TEACHER) LEVEL 1	480.43	240.22

^Casual daily rate is calculated in accordance with **subparagraph 18.2(c)(ii)**- the appropriate annual rate in **subclause 18.1** divided by 203 + an additional 5% loading

^^Casual half-day rate is calculated in accordance with **subparagraph 18.2(c)(ii)**- the appropriate annual rate in **subclause 18.1** divided by 406 + an additional 5% loading

TABLE 3A – Allowances for NSW Promotion Positions

Allowances for Assistant Principal Positions (Except for Archdiocese of Sydney, and the Diocese of Parramatta)

ASSISTANT PRINCIPAL PRIMARY Primary Enrolment in a Primary Department at previous year's census date	Annual Allowance from ffpp on or after 1 January 2020(\$)	Fortnightly Allowance from ffpp on or after 1 January 2020(\$)	Annual Allowance from ffpp on or after 1 January 2021(\$)	Fortnightly Allowance from ffpp on or after 1 January 2021(\$)
	2.5% Increase	2.5% Increase	2.28% Increase	2.28% Increase
101-250 STUDENTS^	26,002	997.34	26,595	1,020.08
251-400 STUDENTS^	29,055	1,114.44	29,717	1,139.83
401-600 STUDENTS^	32,270	1,237.75	33,006	1,265.98
601-800 STUDENTS	35,642	1,367.09	36,455	1,398.27
801+ STUDENTS	39,015	1,496.47	39,905	1,530.60
^ These rates also apply to Assistant Principals employed by the Archdiocese of Canberra and Goulburn in NSW Central Schools.				
ASSISTANT PRINCIPAL SECONDARY Secondary Enrolment in a secondary department at previous year's census date	Annual Allowance from ffpp on or after 1 January 2020(\$)	Fortnightly Allowance from ffpp on or after 1 January 2020(\$)	Annual Allowance from ffpp on or after 1 January 2021(\$)	Fortnightly Allowance from ffpp on or after 1 January 2021(\$)
	2.5% Increase	2.5% Increase	2.28% Increase	2.28% Increase
201-300 STUDENTS	32,270	1,237.75	33,006	1,265.98
301-600 STUDENTS	35,642	1,367.09	36,455	1,398.27
601-900 STUDENTS	39,015	1,496.47	39,905	1,530.60
901-1200 STUDENTS	42,384	1,625.69	43,350	1,662.74
1201+ STUDENTS	45,758	1,755.10	46,801	1,795.11

Allowances for Coordinators

	Annual Allowance from ffpp on or after 1 January 2020(\$)	Fortnightly Allowance from ffpp on or after 1 January 2020(\$)	Annual Allowance from ffpp on or after 1 January 2021(\$)	Fortnightly Allowance from ffpp on or after 1 January 2021(\$)
	2.5% Increase	2.5% Increase	2.28% Increase	2.28% Increase
COORDINATOR 1	8,193	314.25	8,380	321.42
COORDINATOR 2	16,382	628.35	16,756	642.70
COORDINATOR 3 ^{^^}	24,575	942.60	25,135	964.08

^{^^} The Coordinator 3 Allowance does not apply to Teachers employed by the Archdiocese of Canberra and Goulburn in NSW.

* Fortnightly salary calculated in accordance with **paragraph 19.2(a)** - annual salary multiplied by 14 and divided by 365.

TABLE 3B – Salaries for Assistant Principals in the Archdiocese of Sydney and Diocese of Parramatta

ASSISTANT PRINCIPAL PRIMARY Primary Enrolment in a Primary Department at previous year's census date	Annual Salary from ffpp on or after 1 January 2020(\$)	Fortnightly Salary from ffpp on or after 1 January 2020(\$)	Annual Salary from ffpp on or after 1 January 2021(\$)	Fortnightly Salary from ffpp on or after 1 January 2021(\$)
	2.5% Increase	2.5% Increase	2.28% Increase	2.28% Increase
101-250 STUDENTS	131,378	5,039.16	134,373	5,154.03
251-400 STUDENTS	134,433	5,156.33	137,498	5,273.90
401-600 STUDENTS	137,648	5,279.65	140,786	5,400.01
601-800 STUDENTS	141,022	5,409.06	144,237	5,532.38
801+ STUDENTS	144,394	5,538.40	147,686	5,664.67

ASSISTANT PRINCIPAL SECONDARY Secondary Enrolment in a secondary department at previous year's census date	Annual Salary from ffpp on or after 1 January 2020(\$)	Fortnightly Salary from ffpp on or after 1 January 2020(\$)	Annual Salary from ffpp on or after 1 January 2021(\$)	Fortnightly Salary from ffpp on or after 1 January 2021(\$)
	2.5% Increase	2.5% Increase	2.28% Increase	2.28% Increase
201-300 STUDENTS	137,648	5,279.65	140,786	5,400.01
301-600 STUDENTS	141,022	5,409.06	144,237	5,532.38
601-900 STUDENTS	144,394	5,538.40	147,686	5,664.67
901-1200 STUDENTS	147,761	5,667.55	151,130	5,796.77
1201-1500 STUDENTS	151,136	5,797.00	154,582	5,929.17
1500+ STUDENTS	155,813	5,976.39	159,366	6,112.67

* Fortnightly salary calculated in accordance with **paragraph 19.2(a)** - annual salary multiplied by 14 and divided by 365.

TABLE 3C – Salaries for ACT Promotion Positions

	Annual Salary from ffpp on or after 1 July 2020(\$)	Fortnightly rate of pay from ffpp on or after 1 July 2020* (\$)	Annual Salary from ffpp on or after 1 July 2021(\$)	Fortnightly rate of pay from ffpp on or after 1 July 2021* (\$)
	3% Increase	3% Increase	3% Increase	3% Increase
CAMPUS HEAD	170,328	6,533.13	175,438	6,729.13

ASSISTANT PRINCIPAL PRIMARY	141,643	5,432.88	145,892	5,595.86
ASSISTANT PRINCIPAL SECONDARY	148,491	5,695.55	152,946	5,866.42

COORDINATOR 0.5	119,751	4,593.19	123,344	4,731.00
COORDINATOR 1.0	126,542	4,853.67	130,338	4,999.27

	Annual Salary from ffpp on or after 1 July 2022(\$)	Fortnightly rate of pay from ffpp on or after 1 July 2022* (\$)
	1.5% Increase	1.5% Increase
CAMPUS HEAD	178,070	6,830.08

ASSISTANT PRINCIPAL PRIMARY	148,080	5,679.78
ASSISTANT PRINCIPAL SECONDARY	155,240	5,954.41

COORDINATOR 0.5	125,194	4,801.96
COORDINATOR 1.0	132,293	5,074.25

* Fortnightly salary calculated in accordance with **paragraph 19.2(a)** - annual salary multiplied by 14 and divided by 365.

TABLE 4 – Allowances for Teachers

TRAVEL ALLOWANCE

The rates below will be calculated on a daily basis as follows (except for the Diocese of Wilcannia-Forbes*):

TRAVEL ALLOWANCE	RATE \$
Less than 100km	\$0.72 per km
100km and over	\$0.55 per km

*In the Diocese of Wilcannia-Forbes, the rate will be a flat 55c per km.

OTHER ALLOWANCES

SPECIAL EDUCATION TEACHER ALLOWANCE	Allowance from ffpp on or after 1 January 2020(\$)	Fortnightly Allowance from ffpp on or after 1 January 2020(\$)	Allowance from ffpp on or after 1 January 2021(\$)	Fortnightly Allowance from ffpp on or after 1 January 2021(\$)
Full-time Teacher	3,157 (per annum)	121.09	3,229 (per annum)	123.85
Part-time or Casual Teachers	15.55 (per day)	N/A	15.90 (per day)	N/A
SPECIAL GEOGRAPHIC ALLOWANCE	Annual Allowance from ffpp on or after 1 January 2020(\$)	Fortnightly Allowance from ffpp on or after 1 January 2020(\$)	Annual Allowance from ffpp on or after 1 January 2021(\$)	Fortnightly Allowance from ffpp on or after 1 January 2021(\$)
Diocese of Armidale	2,942	112.84	3,009	115.41
Diocese of Wilcannia-Forbes	2,780	106.63	2,843	109.05
Archdiocese of Canberra and Goulburn	1,922	73.72	1,966	75.41

SCHEDULE B

GENERAL EMPLOYEES' RATES OF PAY AND ALLOWANCES

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

	Annual Salary from ffpp on or after 1 January 2020(\$)	Annual Salary from ffpp on or after 1 January 2021(\$)
CLASSIFICATION LEVEL AND STEP	2.5% Increase	2.28% Increase
1.1	47,590	48,675
1.2	51,382	52,554
2.1	51,817	52,998
2.2	54,005	55,236
2.3	54,988	56,242
3.1	60,894	62,282
3.2	61,124	62,518
3.3	61,357	62,756
3A	62,196	63,614
4.1	62,196	63,614
4.2	66,414	67,928
4.3	70,619	72,229
5	74,264	75,957
6	84,397	86,321

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

	Weekly rate of pay from ffpp on or after 1 January 2020* (\$)	Weekly rate of pay from ffpp on or after 1 January 2021* (\$)
CLASSIFICATION LEVEL AND STEP	2.5% Increase	2.28% Increase
1.1	912.73	933.54
1.2	985.46	1007.94
2.1	993.81	1016.46
2.2	1035.77	1059.38
2.3	1054.62	1078.67
3.1	1167.89	1194.51
3.2	1172.31	1199.04
3.3	1176.77	1203.61
3A	1192.87	1220.06
4.1	1192.87	1220.06
4.2	1273.76	1302.80
4.3	1354.41	1385.29
5	1424.32	1456.79
6	1618.66	1655.56

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

	Part-time rate of pay from ffpp on or after 1 January 2020* (\$)	Part-time rate of pay from ffpp on or after 1 January 2021* (\$)
CLASSIFICATION LEVEL AND STEP	2.5% Increase	2.28% Increase
1.1	24.02	24.57
1.2	25.93	26.52
2.1	26.15	26.75
2.2	27.26	27.88
2.3	27.75	28.39
3.1	30.73	31.43
3.2	30.85	31.55
3.3	30.97	31.67
3A	31.39	32.11
4.1	31.39	32.11
4.2	33.52	34.28
4.3	35.64	36.46
5	37.48	38.34
6	42.60	43.57

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

	Weekly rate of pay from ffpp on or after 1 January 2020* (\$)	Weekly rate of pay from ffpp on or after 1 January 2021* (\$)
CLASSIFICATION LEVEL AND STEP	2.5% Increase	2.28% Increase
1.1	821.46	840.19
1.2	886.91	907.15
2.1	894.43	914.81
2.2	932.19	953.44
2.3	949.16	970.80
3.1	1051.10	1075.06
3.2	1055.08	1079.14
3.3	1059.09	1083.25
3A	1073.58	1098.05
4.1	1073.58	1098.05
4.2	1146.38	1172.52
4.3	1218.97	1246.76
5	1281.89	1311.11
6	1456.79	1490.00

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

	Part-time hourly rate of pay from ffpp on or after 1 January 2020* (\$)	Part-time hourly rate of pay from ffpp on or after 1 January 2021* (\$)
CLASSIFICATION LEVEL AND STEP	2.5% Increase	2.28% Increase
1.1	21.62	22.11
1.2	23.34	23.87
2.1	23.54	24.07
2.2	24.53	25.09
2.3	24.98	25.55
3.1	27.66	28.29
3.2	27.77	28.40
3.3	27.87	28.51
3A	28.25	28.90
4.1	28.25	28.90
4.2	30.17	30.86
4.3	32.08	32.81
5	33.73	34.50
6	38.34	39.21

Table 2 – General Employees – Casual Rates

	Casual rate of pay from ffpp on or after 1 January 2020* (\$)	Casual rate of pay from ffpp on or after 1 January 2021* (\$)
CLASSIFICATION LEVEL AND STEP	2.5% Increase	2.28% Increase
1.1	30.03	30.71
1.2	32.41	33.15
2.1	32.69	33.44
2.2	34.08	34.85
2.3	34.69	35.49
3.1	38.41	39.29
3.2	38.56	39.44
3.3	38.71	39.59
3A	39.24	40.14
4.1	39.24	40.14
4.2	41.90	42.85
4.3	44.55	45.58
5	46.85	47.93
6	53.25	54.46

Table 3 – Allowances for General Employees

TRAVEL ALLOWANCE

The rates below will be calculated on a daily basis as follows (*except for the Diocese of Wilcannia-Forbes**):

TRAVEL ALLOWANCE	RATE \$
Less than 100km	\$0.72 per km
100km and over	\$0.55 per km

*In the Diocese of Wilcannia-Forbes, the rate will be a flat 55c per km.

OTHER ALLOWANCES

ALLOWANCES	RATE \$	
	Allowance from ffpp on or after 1 January 2020(\$)	Allowance from ffpp on or after 1 January 2021(\$)
Meal Allowance - per occasion	16.27	16.27
First Aid per week	19.90	20.35
First Aid per day	3.98	4.07
Health Care Procedures per week	20.75	21.22
Health Care Procedures per day	4.15	4.24
Uniform and Laundry Allowance per week	8.25	8.25
Broken Shift per period of duty*	8.28	8.47

* **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 APPLICABLE TO TEACHERS EMPLOYED IN THE DIOCESE OF ARMIDALE

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

1. PROMOTION POSITIONS

For the purposes of this clause, 'central school' means a school which provides both primary and secondary education from K-10.

1.1. MANAGERIAL POSITIONS

The provisions of **paragraph 19.5(a)** of this Agreement will apply provided that central schools will be allocated two Co-Assistant Principals (one primary and one secondary) where a central school has an enrolment of 201 or greater in the Commonwealth Government Census of the previous year. These positions will be independent of and in addition to the promotion positions points contained in the promotion points table for central schools below.

The Co-Assistant Principal will be paid the applicable Assistant Principal Primary allowance as set out in **Table 3A - Allowances for NSW Promotion Positions of Schedule A- Teachers' Salaries & Allowances** of this Agreement based on the primary enrolment in the Commonwealth Government Census of the previous year.

1.2. PROMOTION POINTS

The following tables replace **paragraphs 19.7(b) and (c)** of this Agreement.

The tables do not include allocation for Religious Education Coordinators or Learning Technology Coordinators (where appointed in accordance with this Agreement) which are additional.

PRIMARY SCHOOLS	
ENROLMENT	TOTAL POINTS
1-100	Nil
101-200	Nil
201-250	2
251-400	3
401-600	5
601-700	7

CENTRAL SCHOOLS	
ENROLMENT	TOTAL POINTS
0-100	Nil
101-200	1
201-300	3
301-400	5
401-500	7

501-600	9
601-700	11
701-800	13

SECONDARY SCHOOLS	
ENROLMENT	TOTAL POINTS
251-350	17
351-450	19
451-550	21
551-650	23
651-750	25
751-850	27
851-950	29

Each promotion position is worth the following number of position points:

POSITION	POINTS
Coordinator 3	3
Coordinator 2	2
Coordinator 1	1
Special Projects Teacher	1

A Special Projects Teacher means a Teacher appointed as such who is responsible for developing and implementing outstanding teacher practice and leadership with particular reference to the performance and quality of Teachers in the school or who is required to perform other duties (of comparable level including in the area of pastoral care requiring a high level of professional expertise).

The number of positions will be based on the enrolments in the Commonwealth Government Census of the previous year. If the official enrolments vary at the Commonwealth census of the previous year to the extent that the school is placed in a different enrolment band in the table, then the new promotions points will apply from the commencement of the following school year. Where this variation results in a redistribution and/or loss of existing positions, then at least one term's notice must be given to an incumbent of a promotion position affected by the alteration of the promotion structure.

1.3. LENGTH OF APPOINTMENTS

Coordinator appointments will be made initially for a two year period. A further appointment of three years normally will be made following a successful review of performance during the initial period.

Appointments to the position of Special Projects Teacher will be for 1 year or such other time as advertised and recorded in a letter of appointment.

1.4. APPOINTMENT PROCEDURES

Positions will normally be advertised and appointments will be made through a panel process. Appointments will be made on the basis of merit and suitability. The process will incorporate principles of equal employment opportunity and affirmative action strategies. Appointees will be provided with a letter of appointment detailing tenure, role description and appraisal procedures.

2. TERMS OF ENGAGEMENT

2.1. JOB SHARING

Full-time Teachers may elect to work at a reduced (part-time) FTE under a job sharing arrangement in accordance with the CSO Job-Share Policy. Teachers involved in approved job-share will:

- (a) not be subject to reduction in load without mutual agreement;
- (b) retain their status as per their contract of employment; and
- (c) receive favoured status in redundancy situations (subject to the application of normal selection criteria) where the job-sharing arrangement is entered into as a measure to minimise redundancies in a school.

2.2. VARIATIONS IN PART TIME LOAD

- (a) The parties acknowledge the need for flexibility in the appointment of part-time employees to schools with marginal/falling enrolments. Further, the parties recognise the desire of Teachers in temporary positions to achieve employment security.
- (b) All Teachers currently employed, who have held a part-time temporary position in the Diocese for more than 2 years other than under Special Funding or leave replacement, will be appointed on an ongoing basis. The Employer may vary the workload of a permanent part-time Teacher, but, unless by mutual agreement, the Employer may not vary the work load of a part-time Teacher appointed as such by more than 0.2 FTE in any year or to more than 0.2 FTE above or below the employee's initial part-time letter of appointment.

2.3. PAYMENT OF PART TIME TEACHERS FOR OCCASIONAL VARIATIONS OF LOAD

Where a part-time Teacher in a secondary school agrees to a request to teach occasional periods beyond usual classes and in excess of normal duties the Teacher will be paid for each 50 minute period an amount calculated by multiplying the full-time gross fortnightly salary by 50/2400 (rounded to whole cents)

Part-time Teachers who undertake casual teaching duties on days that they are not required to teach will be paid at the appropriate casual rate in accordance with this Agreement.

2.4. PERSONAL/ CARER'S LEAVE

The parties recognise the unique circumstances of Teachers working in rural and regional areas and the difficulties they can encounter in accessing essential services including medical, legal and financial services. The Employer will consider applications for the use of Personal/Carer's Leave for an unexpected personal emergency in light of this recognition.

2.5. COUNSELLING SERVICES

Both parties recognise Teachers may require periods of leave in order to access counselling services to provide appropriate advice and assistance. The Employer will allow a Teacher to utilise his or her Personal/Carer's Leave entitlement pursuant to this Agreement to accommodate these Teacher needs. The Employer, through Centacare, offers a confidential counselling service to all Employees. Diocesan Education Consultants are authorised to approve a request by an Employee to use this service. The Union may make such a request on behalf of an Employee.

3. LONG SERVICE LEAVE

In addition to the provisions of **Clause 38 - Long Service Leave** of this Agreement, the following specific long service leave provisions will apply to Teachers in the Diocese of Armidale.

3.1. LONG SERVICE LEAVE IN SHORT BLOCKS

Subject to **paragraph 38.6(g)** of this Agreement, a Teacher may access long service leave in short blocks. In all cases, long service leave in short blocks will be exclusive of pupil vacation periods.

3.2. LONG SERVICE LEAVE AT HALF PAY

Provided the minimum period of leave is two weeks, a Teacher may elect to receive long service leave payments at half pay for the period of leave. The parties understand that 'half-pay' means that over the course of a fortnight a Teacher will receive one week of paid long service leave, followed by one week of leave without pay. The period of leave without pay will not be deemed as service for the purposes of this Agreement or any statutory entitlement.

ANNEXURE B

OTHER CONDITIONS OF EMPLOYMENT APPLICABLE TO TEACHERS EMPLOYED IN THE DIOCESE OF BATHURST

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

1. PROMOTION POSITIONS

- (a) Appointment to Coordinator 1 – will be for a period of one or two years. A further appointment of one or two years may be made following a successful assessment of performance during the contracted period as determined by the requirements of the school.
- (b) Appointments to Coordinator 2 and Coordinator 3 will be made initially for a two year period. A further appointment of four years will normally be made following a successful assessment of performance during the initial period of two years in accordance with the Employer's policy. The policy to apply after the further four year appointment referred to above is to be discussed by the parties with the intention of reaching agreement.

2. LONG SERVICE LEAVE

In addition to the provisions of **Clause 38 - Long Service Leave** of this Agreement, the following specific long service leave provisions will apply to Teachers in the Diocese of Bathurst:

3. LONG SERVICE LEAVE AT HALF PAY

Provided the minimum period of leave is two weeks, a Teacher may elect to receive long service leave payments at half pay for the period of leave. The parties understand that 'half-pay' means that over the course of a fortnight a Teacher will receive one week of paid long service leave, followed by one week of leave without pay. The period of leave without pay will not be deemed as service for the purposes of this Agreement or any statutory entitlement.

ANNEXURE C

OTHER CONDITIONS OF EMPLOYMENT APPLICABLE TO TEACHERS EMPLOYED IN THE DIOCESE OF BROKEN BAY

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

1. PROMOTION POSITIONS

1.1. STRUCTURE OF PROMOTION POSITIONS

The Principal after consultation and agreement with the CSO will determine the structure of Promotion positions having regard to the allocated promotion points, the needs of the school and Employer practice.

A school's entitlement to promotion points in any year is determined by that school's official enrolment as determined by the previous year's census figure.

Changes to the structure of promotion positions will only be introduced after vacancies occur by way of movement of Teachers or expiration of existing appointments. As part of restructuring, no Teacher will be forced to relinquish a promotion position to create such a vacancy.

Where a Principal after consultation and agreement with the CSO varies the Promotions structure in the school and this variation affects a current incumbent of a promotion position then notice of at least one term must be given to those affected by the alteration of promotions structure and **Clause 43 - Dispute Resolution Procedures** can apply.

1.2. ALLOCATION OF POINTS

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

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

2. IN SECONDARY SCHOOLS PROMOTION POSITIONS ARE DEFINED AS FOLLOWS:

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

2.1. COORDINATOR 1

A Coordinator 1 means a Teacher appointed to be responsible for or assist another Coordinator in one or more of the following areas:

- 2.1.1 the program of work in an area of curriculum;
- 2.1.2 pastoral care of a year group less than 120;
- 2.1.3 supervising a program of staff development;
- 2.1.4 induction and supervision of new Teachers;
- 2.1.5 the application of learning and teaching research to classroom practice;
- 2.1.6 supervision and management of a particular extracurricular area within the school e.g. sport, outdoor education;
- 2.1.7 other appropriate duties as determined by the Principal, consistent with the above.

2.2. COORDINATOR 2

A Coordinator 2 means a Teacher appointed to be responsible for:

- 2.2.1 coordination of the program of work in area(s) of curriculum over 2000 hours and less than 4000 hours per annum;
- 2.2.2 coordination of pastoral care in a year group of more than 120;
- 2.2.3 other appropriate duties as determined by the Principal, consistent with the above.

2.3. COORDINATOR 3

A Coordinator 3 means a Teacher appointed to be responsible for:

- 2.3.1 coordination of all curriculum areas within the school;
- 2.3.2 providing support and supervision for those responsible for the coordination of KLA's within the school;
- 2.3.3 coordination of the whole school pastoral care program;
- 2.3.4 other appropriate duties as determined by the Principal, consistent with the above.

3. LENGTH OF APPOINTMENTS

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

4. APPOINTMENT

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

5. CO-CURRICULAR ACTIVITIES

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

6. REDEPLOYMENT AND RESTRUCTURING

The provisions of this clause set out the agreed procedures to be followed by the Employer in instances of school restructures, school closures or reductions in staffing due to declining enrolments, in addition to the provisions in **Clause 44 - Consultation Regarding Major Workplace Change** and **Clause 45 - Consultation About Change to Regular Roster or Ordinary Hours of Work**. The parties recognise that due to changing curriculum needs, declining enrolments or restructuring, teaching opportunities may alter within the Diocese. Where job reductions are required as a consequence, the objective will be to minimise the impact on Teachers by exploring all options of redeployment. Where a need to reduce Teachers in a school or within a department is recognised, voluntary redeployment will be explored as a first step and only where that is unsuccessful will an involuntary redeployment occur.

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

Volunteers will be sought and will be asked to indicate up to five schools where they would have a preference to move. The Employer will monitor vacancies at those schools and will contact the Teacher as soon as a vacancy arises in one of the preferred schools.

If more than one Teacher has indicated a preference for the same vacancy, the vacancy will be offered to one Teacher after all Teachers indicating that preference have been interviewed.

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

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

If surplus staff remain, the Employer may request a Teacher to transfer to another school. The surplus staff in the school or the department will be determined in accordance with the needs of the school as determined by the Consultant and the Principal taking into account the strategic

plan of the school as well as relevant personal circumstances of the Teacher. Any Teacher who has previously been the subject of redeployment whilst employed by the Employer will be offered the choice to be quarantined from selection for redeployment. The Employer retains the right to quarantine from selection any person the Principal believes is critical to the operations of the school.

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

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

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

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

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

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

7. RELIGIOUS EDUCATION COORDINATOR'S ALLOWANCE

The Employer will pay Religious Education Coordinators an applicable allowance as follows:

RELIGIOUS EDUCATION COORDINATOR PRIMARY LEVEL 1	Annual Allowance from ffpp on or after 1 January 2020(\$)	Fortnightly Allowance from ffpp on or after 1 January 2020(\$)	Annual Allowance from ffpp on or after 1 January 2021(\$)	Fortnightly Allowance from ffpp on or after 1 January 2021(\$)
LEVEL 1 1-250 STUDENTS	18,432	706.98	18,852	723.09
LEVEL 1 251-400 STUDENTS	20,478	785.46	20,945	803.37
LEVEL 1 400+ STUDENTS	24,572	942.49	25,132	963.97

RELIGIOUS EDUCATION COORDINATOR SECONDARY LEVEL 1	Annual Allowance from ffpp on or after 1 January 2020(\$)	Fortnightly Allowance from ffpp on or after 1 January 2020(\$)	Annual Allowance from ffpp on or after 1 January 2021(\$)	Fortnightly Allowance from ffpp on or after 1 January 2021(\$)
LEVEL 1 1-300 STUDENTS	18,432	706.98	18,852	723.09
LEVEL 1 300+ STUDENTS	24,572	942.49	25,132	963.97

RELIGIOUS EDUCATION COORDINATOR LEVEL 2	Annual Allowance from ffpp on or after 1 January 2020(\$)	Fortnightly Allowance from ffpp on or after 1 January 2020(\$)	Annual Allowance from ffpp on or after 1 January 2021(\$)	Fortnightly Allowance from ffpp on or after 1 January 2021(\$)
LEVEL 2 PRIMARY AND SECONDARY	16,382	628.35	16,756	642.70

8. LONG SERVICE LEAVE PROVISIONS

In addition to the provisions of **Clause 38 - Long Service Leave** of this Agreement, the following specific long service leave provisions will apply to Teachers in the Diocese of Broken Bay:

8.1. LONG SERVICE LEAVE IN SHORT PERIODS

Notwithstanding and subject to **paragraph 38.6(g)**, long service leave in short periods is granted subject to the following conditions:

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

8.2. LONG SERVICE LEAVE ON HALF PAY

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

8.3. PART-TIME TEACHERS - COMPRESSION

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

ANNEXURE D

OTHER CONDITIONS OF EMPLOYMENT APPLICABLE TO EMPLOYEES EMPLOYED IN THE ARCHDIOCESE OF CANBERRA AND GOULBURN

These provisions will apply to Employees in the Archdiocese of Canberra and Goulburn, 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 27 – 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/School Executive. 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 mean a meeting not exceeding 20 minutes duration held 30 minutes immediately prior to the commencement of teaching. In normal circumstances, there will be no more than one per week but if required a second briefing may be scheduled in a particular week.
- (b) The Principal/School Executive 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) Principals 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. FLEXIBILITY IN SCHOOL DAY

- (a) The parties are committed to consideration of flexibility in the timing and length of the school day to meet changing curriculum requirements and student needs.
- (b) Instruction of students in curriculum subjects may be timetabled before normal starting times of such instruction and after normal finishing times of such instruction or during normal meal breaks (subject to **subclause 31.1** of this Agreement), if required, provided that no Teacher's duties or hours of attendance are increased. The Teachers of such classes will be provided with corresponding time off for the additional time inattendance.

1.4. CLASS GROUPS

- (a) In determining class groups, the Principal will take into consideration the following:
 - (i) the number of students already enrolled in each group;
 - (ii) the number of potential enrolments for each group;
 - (iii) the specific needs and ages(s) of the students in the group;
 - (iv) the specific needs of a subject (e.g. complexity and safety);
 - (v) team teaching;
 - (vi) the school site and facilities (e.g. multi-campus arrangements, room space available); and
 - (vii) other particular needs of students or school.
- (b) It is recognised by the parties that given the diversities in size and curriculum offerings of schools, rigid prescriptions in the organisational structures may limit educational innovation and effectiveness. Such limitations could actually work against the real interests of Teachers and children in our smaller schools. It is therefore recognised that as much flexibility as possible is an essential part of this Agreement.
- (c) The parties acknowledge that the Archdiocese is made up of diverse schools and class sizes. While the proposed class size targets are desirable, the parties recognise that these targets may be difficult to achieve in single stream or central schools in small country towns. In recognising this situation the parties agree to confer to deal with any anomalies.
- (d) Individual Teachers may raise with their Principals their actual class circumstances (i.e. size of single stream or multi-age classes and/or numbers of special needs students). In the event of issues not being settled at the school level individual Teachers may raise the matters with the Employer and/or their Union to enable discussions to take place with relevant personnel to resolve the matter.

1.5. CLASS SIZES

1.5.1. PRIMARY SCHOOLS

- (a) Generally no Kindergarten to Year 3 class should exceed 30 students.
- (b) Generally no Year 4 to Year 6 class should exceed 34 students.
- (c) Where Kindergarten to Year 3 classes exceed 25 students and where Year Four to Year Six classes exceed 30 students additional support will be provided in accordance with the Memorandum of Understanding between the Employer and the Union in relation to large class support.
- (d) Deployment of additional support will be determined by the Principal in consultation with the class Teacher to ensure that the needs of the students and the class Teacher are adequately addressed.

1.5.2. SECONDARY SCHOOLS

- (a) As a guideline in allocating class groupings, it is agreed that:
 - (i) Classes in Years 7, 8, 9 and 10 should not normally exceed 30 students
 - (ii) Classes in Years 11 and 12 should not normally exceed 25 students. This provision is not intended to preclude the reorganisation of classes by agreement to suit particular teaching-learning situations.
- (b) Practical Classes
 - (i) Practical classes are among those that may require a higher duty of care. They may involve the use of materials/equipment which may be potentially injurious to students and/or staff or they may have a significant practical (hands on) component. Practical classes in Years 7 to 12 will be organised and resourced so that Work Health and Safety requirements are met.
 - (ii) For the following courses in Year 7 -12 classes should not normally exceed 24 students: Design and Technology, Industrial Technology, Visual Arts, Food Technology, Textiles Technology and Visual design classes.
 - (iii) For the following courses in Year 7-12 classes should not normally exceed 25 students: Agricultural Technology, Practical Science classes, Performing Arts, and Physical Education.
 - (iv) The number of students in practical classes should not exceed the capacity of workstations.

1.6. WORKLOADS

(a) EQUITABLE WORKLOADS

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

- (i) the preference of the individual Teacher in the light of skills, experience and career direction;
- (ii) the scheduled teaching load of the Teacher; and
- (iii) timetabling demands which require a Teacher's attendance beyond the usual school day.

(b) PRIMARY TEACHERS

- (i) All full-time primary Teachers will receive two hours release from face- to-face teaching (RFF) each week. Release time will also be made available to part-time Teachers on a pro rata basis.
- (ii) Teachers may use RFF time for professional responsibilities, such as those listed in **(A)** to **(K)** of this subparagraph:
 - (A) develop resource materials for class or school use
 - (B) mark student work and assessment tasks
 - (C) document class and student programs
 - (D) liaise with parents
 - (E) develop and/or evaluate curriculum material
 - (F) liaise with other staff such as the teacher librarian, Classroom Support teacher or school counsellor
 - (G) liaise with specialist support personnel such as CEO staff or external consultants
 - (H) liaise with the principal or the teacher's supervisor
 - (I) undertake professional reading and/or research
 - (J) observe teaching in other classrooms, or
 - (K) for any other purpose which is consistent with their responsibilities as a teacher.

- (iii) 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 Principal. In the case of a full-time Teacher, release shall be provided on a weekly basis unless otherwise agreed between the Teacher and the Principal. The arrangements will be determined prior to the start of the term in which the release is to be provided.
- (iv) Where an accrued amount of RFF in excess of the weekly entitlement would otherwise be foregone on a day that a Teacher is absent due to illness, as a result of an activity organised by the school, or is a public holiday, the excess RFF will be rescheduled to a mutually agreed time.

(c) **SECONDARY TEACHERS**

- (i) Full-time Teachers may be allocated a maximum of 20 hours scheduled teaching per week or equivalent over a cycle, averaged over a school year.
- (ii) Part-time Teachers will be allocated a proportion of the scheduled teaching load of full-time Teachers and part-time secondary Teachers will be expected to attend school in reasonable proportion to their scheduled teaching load, or as agreed in consultation with the Principal.
- (iii) Scheduled teaching will include:
 - (A) all scheduled classes (including supervised study groups) allocated to the Teacher whether that class consists of a single student or a group of students;
 - (B) any sport/activities sessions allocated to the Teacher which are scheduled during the normal school day;
 - (C) any timetabled home-room duties, school and year assemblies which exceed a total of 60 minutes per week or equivalent per cycle; and
 - (D) regular classes held before and/or after the usual school day.

- (iv) Scheduled teaching does not include the following duties which may be required of Teachers
 - (A) any sport sessions taken by the Teacher outside normal hours;
 - (B) staff meetings;
 - (C) the time that Teachers are expected to be at school prior to the commencement of formal duties;
 - (D) playground or other supervision;
 - (E) the time spent outside the normal school day on school camps, excursions, Parent-Teacher nights and other normal extra – curricular activities, etc.;
 - (F) the first 60 minutes in a given week or equivalent over a cycle, spent on home-room duties, school and year assemblies; and
 - (G) extras.
- (v) EXTRAS
 - (A) An extra is defined as any class taken by a Teacher which is in addition to that Teacher's scheduled classes, but excluding classes taken in lieu of a Teacher's scheduled class.
 - (B) There will be a maximum for Full Time Teachers of four hours per term of extras except in the case where a Teacher's scheduled teaching load is below the load which would ordinarily apply under these provisions. The Teacher may be given additional extras to make up the difference in the scheduled teaching load.
 - (C) In allocating extras, the Principal should give consideration to the principles relating to equitable workload outlined above.
 - (D) Any Teacher who, following consultation with the Principal, believes that the number of extras being allocated is inequitable, may raise the concern with the Employer with a view to reaching a mutually satisfactory resolution of the concern.
 - (E) This **subparagraph 1.6(c)(v)** is not intended to preclude a Teacher from agreeing on an individual basis to perform additional extras in exchange for compensation agreed between the Teacher and the Principal under a scheme that may be in place at a particular school from time to time.

(d) **CASUAL TEACHERS**

- (i) A casual Teacher will not be rostered to undertake playground/bus supervision in excess of the daily allocation required of regular Teachers within the school.
- (ii) 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 school to assist with preparation, correction and other professional duties.
- (iii) The Employer will establish protocols for the engagement and induction of casual Teachers in consultation with the Union.

1.7. 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.

1.8. MENTORING PROGRAM

(a) **EARLY CAREER TEACHERS**

- (i) Teachers in their first two years of experience will participate in a mentoring program.
- (ii) 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.
- (iii) The mentoring program will be determined by the Employer or the Principal 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 Early Career Teacher, release from face to face teaching for the supervising Teacher, release for a mentor, etc.
- (iv) The support offered to the Early Career Teacher, referred to in **paragraph 1.8 (a) (ii)**, should be either on a weekly or fortnightly basis and a specific Teacher must be nominated to oversee the Mentoring Program.

- (v) 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.

(b) **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.

1.9. 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

For the purposes of this clause, 'central school' means a school (Kindergarten-Year 10) that provides primary education (including infants) and secondary education.

2.1. APPOINTMENTS

Arrangements for appointing a Teacher to a position of Coordinator, Religious Education Coordinator or Assistant Principal are detailed in a Memorandum of Understanding between the Employer and the Union.

2.2. ACTING IN A PROMOTION POSITION

- (a) Any Teacher 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 Teacher 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. A Teacher 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.

2.3. ASSISTANT PRINCIPAL

(a) **Requirement to Appoint**

An Assistant Principal will be appointed to a primary school with a minimum of five classes, and to a central or secondary school where the student enrolment at the previous year's August census is in excess of 100 students, provided that in ACT secondary schools where student enrolments at the previous year's August census exceed 600 there will be a minimum of two Assistant Principals.

(b) **Time Release**

(i) **Assistant Principal – Primary School**

An Assistant Principal in a primary school will be entitled to FTE release from face to face duties as per the following scale:

NUMBER OF CLASSES	1-4	5-8	9-15	16-24	25-27	28 +
RELEASE (FTE)	N/A	0.2	0.3	0.4	0.5	0.6

- (ii) Assistant Principal – Central School
An Assistant Principal in a central school will be entitled to FTE release from face to face duties as per the following scale:

ENROLMENT	41-100	101-200	201-400	401-600	601-800	801+
RELEASE (FTE)	N/A	0.2	0.3	0.4	0.5	0.6

- (iii) Assistant Principal –Secondary School
An Assistant Principal in a secondary school will be entitled to release from face to face duties of 0.5 FTE.

2.4. RELIGIOUS EDUCATION COORDINATORS

- (a) Requirement to Appoint

A Religious Education Coordinator (REC) will be appointed to each school provided that in schools where the student enrolment at the previous year's August census date is fewer than 100 the position may also be held by the Principal. In NSW the Religious Education Coordinator will be appointed to a Coordinator 2 position.

- (b) Time Release

- (i) REC Primary School

An REC in a primary school will be entitled to FTE release from face-to-face duties as per the following scale, in addition to the normal face-to-face release provided to all Teachers:

NUMBER OF CLASSES	1-4	5-8	9-15	16-24	25+
RELEASE (FTE)	0.1	0.2	0.3	0.4	0.5

- (ii) REC Central School

An REC in a central school will be entitled to FTE release from face-to-face duties as per the following scale, in addition to the normal face-to-face release provided for all Teachers:

ENROLMENT BAND	41- 100	101-200	201- 400	401- 600	601+
RELEASE (FTE)	0.1	0.2	0.3	0.4	0.5

(iii) REC Secondary School

An REC in a secondary school will be entitled to the same release as is provided to a Coordinator 2 in a NSW school or Coordinator 1.0 in an ACT school.

2.5 COORDINATORS

(a) Requirement to Appoint

The minimum number of Coordinator positions, in addition to the position of Religious Education Coordinator (**subclause 2.4**) in each school will be determined in accordance with the following tables:

(i) PRIMARY SCHOOL

NUMBER OF CLASSES	1-8	9-15	16-24	25-26	27-29	30+
NUMBER OF COORDINATORS	0	1	2	3	4	5

Note: for the purpose of this table, Coordinator means a Coordinator 2 in a NSW school or a Coordinator 1.0 in an ACT school.

(ii) CENTRAL SCHOOL

ENROLMENT BAND	101- 200	201- 300	301- 400	401- 500	501+
NUMBER OF COORDINATORS	1	2	3	4	5

Note: for the purpose of this table, Coordinator means a Coordinator 2 in a NSW school or a Coordinator 1.0 in an ACT school.

Each Central School will appoint from the above number, at least one K-10 Coordinator.

(iii) SECONDARY SCHOOL

ENROLMENT AT PREVIOUS YEAR'S AUGUST CENSUS DATE	NUMBER OF POSITIONS
1-200	1
201- 300	2

301- 400	3
401- 500	4
501- 600	6
601- 700	8
701- 800	12
801-900	12
901- 1000	13
1001-1100	14
1101-1200	15
1200+	16

Note: for the purpose of this table, Coordinator means a Coordinator 2 in a NSW school or a Coordinator 1.0 in an ACT school.

Provided also in a secondary school:

- (A) a Coordinator 1.0 will be appointed and be responsible for a program of instruction of 50 hours or more per week but not more than 150 hours per week in ACT schools and a Coordinator 2 will be appointed and be responsible for a program of instruction of 54 hours or more per week but not more than 108 hours per week in NSW schools.
- (B) In determining an area of instruction the employer may aggregate two or more subjects to comprise an area of instruction, provided that the total hours of aggregated instruction in an area of instruction that involves more than one subject will not exceed 150 hours per week in an ACT school or 108 hours per week in a NSW school.
- (C) Coordinators may be appointed to coordinate programs of instruction for periods of less than 50 hours per week in ACT schools or 54 hours per week in NSW schools; or be appointed to assist with the coordination of a program of instruction of more than 150 hours per week in ACT schools or 108 hours per week in NSW schools. Such appointment will be to the position of Coordinator 1 in NSW schools and a Coordinator 0.5 in ACT schools.

(b) Time Release Coordinators in Primary, Central and Secondary Schools

(i) Primary and Central Schools

A Coordinator 2 in a NSW school or a Coordinator 1.0 in an ACT school employed in a primary or central school will be entitled to five days release per term for Executive duties, in addition to normal face-to-face release for all Teachers. Provided however, that such Coordinator in a central school will receive 10 days release per term if appointed K-10 or in the secondary section of the school.

A Coordinator 1 in NSW or a Coordinator 0.5 in the ACT will get half the release specified in this paragraph for the corresponding school.

(ii) **Secondary Schools**

A Coordinator 2 in a NSW school or a Coordinator 1.0 in an ACT school in a secondary school will be entitled to release from face to face duties at a rate equal to 0.25 FTE over a school year. A Coordinator 1 in NSW or a Coordinator 0.5 in the ACT will get half this release.

3 ADDITIONAL SUPERANNUATION CONTRIBUTIONS

In addition to the superannuation arrangements set out in **Clause 26 – Superannuation**, Teachers in the ACT who elect to make personal superannuation contributions of not less than 1%, may request the Employer contributes an additional 1%. In that case, the Employer will make such contribution.

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 students of the Catholic Archdiocesan school system in all educational activities in and out of school;
- (b) demonstrate the highest standards of professional behaviour, exercise professional judgement and act in a courteous and sensitive manner when interacting with students, parents or caregivers, staff and members of the community;
- (c) treat students 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/Principal 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 school 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 (ACT SCHOOLS)

- (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 28 - 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, school development planning requirements and system requirements; and
 - (ii) Teachers should carry out staff development outside of instructional hours and student contact days.

6 TEACHER LIBRARIANS

- (a) A Teacher Librarian will be classified and paid in accordance with the classification and salary level applicable to Teachers. All terms and conditions applicable to Teachers within this agreement also apply to Teacher Librarians.
- (b) The framework for the role of the Teacher Librarian is necessarily broad and recognises that each role is shaped by local needs and circumstances. It aims to identify the key accountabilities in the role but does not seek to

nominate specific strategies for their implementation. It is the responsibility of each Principal to identify, document and articulate these for a given school.

- (c) The Teacher Librarian is appointed in a school, is a member of the school's professional staff and is responsible to the Principal for:
 - (i) participating in the teaching of literacies in the context of the curriculum; and
 - (ii) assisting in the management of the school's resources and services to facilitate learning/teaching.
- (d) A role description should be developed at each school to:
 - (i) promote the role of the Teacher Librarian within the school;
 - (ii) facilitate effective and valid appraisal; and
 - (iii) assist in establishing a professional development agenda for the Teacher Librarian.
- (e) Within the school, the Teacher Librarian is expected to:
 - (i) show a commitment to the Church's mission in Catholic education;
 - (ii) have a professional involvement in the learning and teaching program of the school by collaborating with Teachers in curriculum and pedagogical development and its implementation;
 - (iii) initiate and co-operate in the teaching programs to ensure students become discerning users of information to enable them to achieve the learning outcomes specified in the school's education programs;
 - (iv) play a role in the school information technology program;
 - (v) provide experiences to encourage student reading, literacy, and information usage;
 - (vi) develop, organise and manage resources which meet the educational, cultural and recreational needs of students and the professional needs of Teachers;
 - (vii) facilitate access to external sources of information;
 - (viii) take responsibility for library management; and
 - (ix) participate in activities which support the development of the school community.
- (f) The school's library staffing allocation is to be deployed as two thirds in

teaching activities and one third in administrative activities.

7 LONG SERVICE LEAVE AND LEAVE WITHOUT PAY

In addition to the provisions of **Clause 38 - 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.

8 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 establish student data collection protocols to ensure their alignment, timing and efficiency to avoid duplication and to ensure there is clear benefit to teaching and learning.

9 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 school community will be advised of this.

10 SUPPORTING CHILDREN WITH ADDITIONAL NEEDS

Where a child represents a serious risk to the safety of Employees, other students or themselves, or where harm has already occurred or been narrowly avoided, Employees must ensure the Principal 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.

11 HISTORICAL RATES OF PAY

(a) ACT Teachers – Salaries (Incremental)

	Annual Salary from ffpp on or after 1 October 2018 (\$)	Fortnightly rate of pay from ffpp on or after 1 October 2018 (\$)	Annual Salary from ffpp on or after 1 July 2019 (\$)	Fortnightly rate of pay from ffpp on or after 1 July 2019 (\$)
	1.5% Increase	1.5% Increase	3% Increase	3% Increase
STEP 1	65,367	2507.23	67,328	2582.44
STEP 2	69,041	2648.15	71,112	2727.58
STEP 3	72,720	2789.26	74,902	2872.95
STEP 4	76,393	2930.14	78,685	3018.05
STEP 5	80,069	3071.14	82,471	3163.27
STEP 6	83,746	3212.18	86,258	3308.53
STEP 7	87,422	3353.17	90,045	3453.78
STEP 8	91,095	3494.05	93,828	3598.88
STEP 9	97,224	3729.14	100,141	3841.02
STEP 10	103,350	3964.11	106,451	4083.05

(b) ACT Teachers – Salaries (Standards)

	Annual Salary from ffpp on or after 1 October 2018 (\$)	Fortnightly rate of pay from ffpp on or after 1 October 2018 (\$)	Annual Salary from ffpp on or after 1 July 2019 (\$)	Fortnightly rate of pay from ffpp on or after 1 July 2019 (\$)
	1.5% Increase	1.5% Increase	3% Increase	3% Increase
CONDITIONALLY ACCREDITED TEACHER (LEVEL 1)	65,367	2507.23	67,328	2582.44
CONDITIONALLY ACCREDITED TEACHER (LEVEL 2)	69,041	2648.15	71,112	2727.58
BAND 1 (GRADUATE)	69,041	2648.15	71,112	2727.58
BAND 2 (PROFICIENT TEACHER) LEVEL 1	83,746	3212.18	86,258	3308.53
BAND 2 (PROFICIENT TEACHER) LEVEL 2	83,746	3212.18	86,258	3308.53
BAND 2 (PROFICIENT TEACHER) LEVEL 3	91,095	3494.05	93,828	3598.88
BAND 2 (PROFICIENT TEACHER) LEVEL 4	97,224	3729.14	100,141	3841.02
BAND 2 (PROFICIENT TEACHER) LEVEL 5	103,350	3964.11	106,451	4083.05
BAND 3 (HIGHLY ACCOMPLISHED)	109,549	4201.88	112,835	4327.92

(c) ACT Teachers – Casual Rates

	Casual daily rate of pay from ffpp on or after 1 October 2018 (\$)	Casual half day rate of pay from ffpp on or after 1 October 2018 (\$)	Casual daily rate of pay from ffpp on or after 1 July 2019 (\$)	Casual half day rate of pay from ffpp on or after 1 July 2019 (\$)
	1.5% Increase	1.5% Increase	3% Increase	3% Increase
CONDITIONALLY ACCREDITED TEACHER (LEVEL 1)	338.11	169.05	348.25	174.12
CONDITIONALLY ACCREDITED TEACHER (LEVEL 2)	357.11	178.55	367.82	183.91
BAND 1 (GRADUATE)	357.11	178.55	367.82	183.91
BAND 2 (PROFICIENT TEACHER) LEVEL 1	433.17	216.58	446.16	223.08

(d) Salaries for ACT Promotion Positions

	Annual Salary from ffpp on or after 1 October 2018 (\$)	Fortnightly rate of pay from ffpp on or after 1 October 2018 (\$)	Annual Salary from ffpp on or after 1 July 2019 (\$)	Fortnightly rate of pay from ffpp on or after 1 July 2019 (\$)
	1.5% Increase	1.5% Increase	3% Increase	3% Increase
CAMPUS HEAD	160,550	6,158.08	165,367	6,342.84
ASSISTANT PRINCIPAL PRIMARY	133,512	5,121.01	137,517	5,274.62
ASSISTANT PRINCIPAL SECONDARY	139,967	5,368.60	144,166	5,529.65
COORDINATOR 0.5	112,877	4,329.53	116,263	4,459.40
COORDINATOR 1.0	119,278	4,575.05	122,856	4,712.28

ANNEXURE E

OTHER CONDITIONS OF EMPLOYMENT APPLICABLE TO TEACHERS EMPLOYED IN THE DIOCESE OF LISMORE

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

1 COORDINATOR POSITIONS

The following tables replace those contained in **paragraphs 19.7(b) and (c)** of this Agreement:

1.1 Primary Schools

- (a) Subject to clause 2 below, the minimum number of promotions points required to be appointed in a Primary school will be determined in accordance with the following table:

PRIMARY SCHOOLS					
Enrolment	General	Leader of Pedagogy	Leader of School Evangelisation/ Catechesis	Leader of Learning Technologies	Total Points
1-200	2	2	1	-	5
201-250	3	2	1	-	6
251-400	4	2	2	-	8
401-600	6	2	2	-	10
601-700	8	2	2	1	13
700+	8	2	2	2	14

- (b) Note this table does not include the position of Assistant Principal.
 (c) In schools with a dual Assistant Principal model, that being an Assistant Principal Learning & Teaching and Assistant Principal Mission, points from the above table will be subsumed in accordance with clause 2(a).

1.2 Secondary Schools

- (a) The minimum number of promotions points required to be appointed in a Secondary school will be determined in accordance with the following table:

SECONDARY SCHOOLS					
Enrolment	General	Leader of Pedagogy	Leader of School Evangelisation/ Catechesis	Leader of Learning Technologies	Total Points
1-200	4	2	2	-	8
201-300	6	2	2	-	10
301-350	11	2	2	-	15
351-400	12	2	2	-	16
401-450	13	2	2	-	17
451-500	15	2	2	-	19
501-550	17	2	2	-	21
551-600	18	2	2	-	22
601-700	19	2	2	-	23
701-800	25	2	2	2	31
801-900	28	2	2	2	34
901-1000	30	2	2	2	36
1001-1200	32	2	2	2	38
1201-1400	34	2	2	2	40
1401-1600	36	2	2	2	42

- (b) Note this table does not include the positions of Assistant Principal, Assistant Principal Mission or Assistant Principal Learning & Teaching.
- (c) In secondary schools where subject areas meet the requirement to allocate 3 promotion points, the model will generally be a 2 point coordinator plus a 1 point coordinator.

1.3 Promotion points

- (a) The number of Coordinator Positions required to be appointed will be calculated by allowing one promotion point for each Coordinator 1, two points for each Coordinator 2.
- (b) In general, any Coordinator Position within a school will not attract more points than the Leader of Catechesis and the Leader of Evangelisation positions.
- (c) If a Coordinator Position is unable to be filled or there is not a suitable candidate, the funding for that Coordinator Position shall be reallocated. The manner in which the funding is used will depend on school context and may include provision of additional resources or additional release time.
- (d) Where positions have been unable to be filled, schools will readvertise the following school year for the balance of the three-year appointment cycle.

2 ASSISTANT PRINCIPAL POSITIONS

The Catholic Schools Office may require schools to apply a dual Assistant Principal model, appointing an Assistant Principal Learning & Teaching and an Assistant Principal Mission.

(a) Primary Schools:

- The Assistant Principal Learning & Teaching role will generally subsume the role of pedagogy and curriculum when the existing Leader of Pedagogy is 0.6 or less and the promotion points for the Leader of Pedagogy will be deducted from the table in subclause 1.1(a).
- In larger primary schools, a separate Leader of Pedagogy role will continue.
- The Assistant Principal Mission role will subsume the role of catechesis and evangelisation and the promotion points for the role of Leader of Catechesis and Leader of Evangelisation will be deducted from the table in subclause 1.1(a) above.

(b) Secondary Schools:

- In secondary schools, a separate Leader of Curriculum and Leader of Pedagogy will exist.

3 CONSULTATION

The Principal, in consultation with the school leadership team and the Catholic Schools Office, will determine the structure of Coordinator Positions within the school having regard to:

- (a) The local school context;
- (b) Actual and future school and students' needs;
- (c) Curriculum structure and requirements;
- (d) NESA requirements;
- (e) The results of a school improvement agenda or review and consultations with the Diocese
- (f) Best management/organisation practices;
- (g) The need to recognise and remunerate added responsibility and work in curriculum, pastoral or administrative leadership;
- (h) Diocesan practice; and
- (i) Any other matter consistent with the identified needs of the school.

4 APPOINTMENT AND INDUCTION

- (a) The advertisement will be accompanied by a role description for the position.

- (b) Each Teacher in a Coordinator Position will receive a letter of appointment to this position which will set out the duties to be performed in the Coordinator Position and the period of appointment.
- (c) Each Teacher appointed to a Coordinator Position will be inducted into that position, in accordance with Employer policy, and will be informed of professional expectations and duties.

5 APPOINTMENT REQUIREMENTS

- (a) Appointment to Coordinator 2 positions will not normally be made unless the Teacher is classified as at least Band 2 (Proficient Teacher) Level 1 on the Teachers - Standards Classification. Appointment to Coordinator 1 positions will not be dependent on classification.
- (b) Appointment to Assistant Principal Mission, Leader of Catechesis or Leader of Evangelisation positions requires the successful applicant to have obtained or be working towards obtaining the necessary Accreditation To Work Teach and Lead.

6 PERFORMANCE REVIEW

- (a) Each Teacher in a promotion position will participate in an ongoing performance review process with either the Principal or the Principal's delegate according to the Employer's procedures.
- (b) Where there are significant areas of concern in the performance in a role, a clearly documented development plan will be initiated.

7 ALLOCATION OF POINTS (PRIMARY & SECONDARY)

- (a) The number of promotion points allocated to a school will be based on the anticipated enrolment of the school at the commencement of the three year cycle.
- (b) In general, adjustment of promotion points downwards will not occur during the three year cycle. Normally where a school moves into a higher enrolment band appointment will be made for the balance of the three year cycle.
- (c) A change to the leadership structure in a school may result in a re-allocation, deduction or conversion of promotion points. For clarity, this sub-clause does not allow the number of promotion points to be reduced below those required by **paragraph 1.1(a)** or **1.2(a)** of this Annexure, unless **sub-clause 1.3(c)** or **clause 2** of this Annexure apply.
- (d) Where a Principal varies the promotion structure in the school and this variation affects a current incumbent of a Coordinator Position then at least six months notice must be given to those affected by the alteration of the promotion structure.

8 SECONDARY SCHOOLS POINTS DISTRIBUTION

The following principles will apply for the distribution of points in a secondary school:

- (a) Promotion points will be allocated wherever practicable to Key Learning Areas (KLAs).
- (b) Core subjects, including Religious Education, English, Mathematics and Science will have separate coordination. Coordination of other KLAs will be determined on the basis of need and extent of responsibility.

- (c) Larger KLAs such as Human Society and Its Environment (HSIE) and Technology and Applied Studies (TAS) may be coordinated as a whole or may be broken up into individual subject areas according to the needs of the school.
- (d) Where a Leader of Catechesis and/or a Leader of Evangelisation position/s exist in a school, positions may not be reallocated to another KLA.

9 LENGTH OF APPOINTMENTS

- (a) Appointments to Coordinator 2 will normally be for three years. Any appointment made within the three year appointment cycle will be for the balance of the cycle. Appointments to Coordinator 1 positions will be for one, two or three years, however any appointment must conclude at the end of the three-year appointment cycle.

10 ADDRESSING EMPLOYEE PERFORMANCE AND DISCIPLINARY MATTERS

- (a) There is a continuing need in each school for appraisal and evaluation at all levels to ensure that the educational aims of the school are being achieved.
- (b) Teacher or General Employee under performance needs to be identified early. Action to overcome such deficiencies should be taken as soon as possible.
- (c) In all such cases, the Principal assisted as appropriate by senior members of staff, should help the Teacher or General Employee identify the problem and develop effective strategies for a resolution of the difficulty within a reasonable period of time.
- (d) Formal performance management procedures do not replace normal practice in schools for resolving day to day matters. They only come into operation when the normal practice fails.
- (e) In dealing with disciplinary situations, Principals should ensure the principles of natural justice and fairness prevail.
- (f) The Catholic Schools Office will become involved if there is a view that sufficient improvement in performance has not occurred OR where the problem is immediate and serious.

ANNEXURE F

OTHER CONDITIONS OF EMPLOYMENT APPLICABLE TO TEACHERS EMPLOYED IN THE DIOCESE OF MAITLAND-NEWCASTLE

These provisions will apply to Teachers in the Diocese of Maitland-Newcastle, in addition to the provisions of this Agreement except where those provisions are expressly varied by this Annexure:

PROMOTION POSITIONS

1. STATEMENT OF PRINCIPLES

- (a) To meet the changing educational and pastoral needs of students the concept of flexibility needs to underpin the determination of promotion positions within a given school.
- (b) Teachers who undertake extra responsibilities above a normal teaching load need to be justly compensated for these duties. Accordingly, the determination of promotion points will be guided by the concept of equitable workloads and levels of responsibility.
- (c) While final decisions on the allocation of promotion positions remain with the Principal, consultation processes need to be established to include Teachers and executive.
- (d) Over the life of this Agreement, the Diocese of Maitland-Newcastle and the Independent Education Union of Australia will continue discussions regarding a new methodology for the allocation of promotion points in schools. The current arrangements are provided for in this annexure (**Annexure F**) of the Agreement. The Diocese of Maitland-Newcastle will trial the new methodology in schools during this period. The Diocese of Maitland Newcastle guarantees that as a result of the trial, no teacher holding a promotion position will receive a lower allowance, receive less release from face to face teaching etc. A working party (including nominees of the Independent Education Union of Australia) will be formed and meet each term for the purposes of consultation and to act as the first point of escalation to resolve any issues that may arise out of the trial.

2. DEFINITIONS – POSITIONS OF SPECIAL RESPONSIBILITY

- (a) **PRIMARY**
 - (i) **‘Primary Coordinator’** means a Teacher with the responsibility for significant school activities involving the coordination of other staff. The activities may include Teacher supervision, development and implementation of the curriculum, staff development, and coordination of staff activities such as formation of rosters.
 - (ii) **‘Religious Education Coordinator’** means a member of the school executive team, who assists the Principal through leadership in matters relating to the classroom Religion Program and in promoting the religious dimension of the Catholic School. The Religious Education Coordinator’s role includes implementing a coherent and coordinated classroom

Religion program consistent with Diocesan policy, building the liturgical life of the school, and promoting staff and student spirituality.

(b) **SECONDARY**

The following definitions apply in lieu of the corresponding definitions contained in **subclause 20.1** of this Agreement.

- (i) **‘Coordinator 1’** means a Teacher appointed to be responsible for or assist another Coordinator in: (i) an area of curriculum; and/or (ii) pastoral care; and/or (iii) other duties as determined by the principal.
- (ii) **‘Coordinator 2’** means a Teacher appointed to be responsible for: (i) coordination of the program of work in area(s) or curriculum (such as KLA or Studies Coordinators); and/or (ii) coordination of pastoral care or other programs (such as Student Coordinators); and/or (iii) other duties as determined by the Principal.
- (iii) **‘Coordinator 3’** means a Teacher appointed to be responsible for: (i) the coordination of area(s) of curriculum and/or pastoral care or any program(s) as determined by the Principal in liaison of representatives of the Diocese of Maitland-Newcastle; and/or (ii) the support and supervision of those responsible for the coordination of subject areas and/or pastoral care; and/or (iii) other duties as determined by the Principal.

Note: “Coordinator” includes a Teacher appointed as a Leader, for example, a Leader of Learning or a Leader of Wellbeing.

3. **SECONDARY SCHOOLS**

This subclause replaces **paragraph 19.7(b)** of this Agreement.

- (a) The minimum number of promotions points required to be appointed in secondary schools will be determined in accordance with the points as set out in the following tables.

**TOTAL POINTS ALLOCATION:
ASSISTANT PRINCIPAL AND ALL COORDINATORS EXCEPT VET COORDINATORS**

ENROLMENT	7–10 SCHOOLS	7–12 SCHOOLS	11–12 SCHOOLS
<500	30	32	33
501–625	32	34	35
625–750	35	36	37
751–875	37	38	39
876–1000	39	40	42
1001+	41	42	45

Notes:

- (i) The above table represents the minimum total number of points required to be allocated to schools in each enrolment band. Current system practice and negotiation of further allocation in light of individual school needs will continue.
- (ii) The number of promotion positions required to be appointed will be calculated

by allowing one point for Coordinator 1, two points for Coordinator 2 and three points for Coordinator 3 and four points for Assistant Principal where more than one Assistant Principal is appointed.

- (b) In addition to the minimum number of Coordinators required to be appointed in accordance with **paragraph 3 (a)** above, the following schools shall appoint a VET Coordinator, with the number of points as set out below:

SCHOOL	VET COORDINATOR
St Joseph's High School, ABERDEEN	1 point
St Paul's Catholic College, BOORAGUL	1 point
St Mary's Catholic College, GATESHEAD	1 point
St Francis Xavier's College, HAMILTON	3 point
St Joseph's College, LOCHINVAR	1 point
ASC, St Mary's Campus, MAITLAND, ASC	2 point
St Catherine's Catholic College, SINGLETON	1 point
St Clare's High School, TAREE	1 point
St Bede's Catholic College, CHISHOLM (from 2021 only)	1 point

- (c) Release Time in Secondary Schools

As a minimum in secondary schools, a Coordinator 1 will be entitled to 0.1 FTE release time, a Coordinator 2 will be entitled to 0.2 FTE release time and a Coordinator 3 will be entitled to 0.3 FTE release time. An Assistant Principal will be entitled to a minimum of 0.5 FTE release.

4. PRIMARY SCHOOLS

This subclause replaces **paragraph 19.7(c)** of this Agreement.

- (a) The minimum number of Coordinator positions (paid allowance) required to be appointed in primary schools is set out below:

ENROLMENT	PRIMARY COORDINATORS	LEARNING TECHNOLOGIES COORDINATOR	LEARNING SUPPORT COORDINATOR
201–250	1 x Coordinator 2		
251–400	1 x Coordinator 2		
401–600	2 x Coordinator 2		
601+	3 x Coordinator 2	1 x Coordinator 2	1 x Coordinator 1

- (b) In addition to the minimum number of Coordinators required to be appointed in accordance with **paragraph 4(a)** above, Religious Educator Coordinators shall be appointed as set out below: RE Coordinators in schools of greater than 200 will be appointed as Coordinator 2 and will be entitled to 0.2 FTE release time.

ENROLMENT	RELIGIOUS EDUCATION COORDINATORS
1-200	1 X Coordinator 1
201-500	1 x Coordinator 2
501-600	1 x Coordinator 2
601+	1 x Coordinator 2

(c) Allocation of Assistant Principals for Primary School

An Assistant Principal will be appointed to all schools except those in the 001–100 enrolment band.

(d) Release Time for Promotions Positions in Primary Schools

- (i) Assistant Principals are entitled to release based on the school enrolment in accordance with the following table:

SCHOOL ENROLMENT	ASSISTANT PRINCIPAL RELEASE
101–200	0.2 FTE
201–300	0.25 FTE
301–400	0.3 FTE
401–500	0.35 FTE
501–600	0.5 FTE
600+	0.5 FTE

- (ii) Religious Education Coordinators are entitled to release based on the school enrolment in accordance with the following table:

SCHOOL ENROLMENT	REC RELEASE
1–200	0.1 F.T.E
201–500	0.2 F.T.E
501–600	0.3 F.T.E
601+	0.4 F.T.E

- (iii) Coordinators other than Religious Education Coordinators will be appointed as Coordinator 2 and are entitled to release of 0.1 FTE; however, their RFF is to be allotted on their total loading. Note that Learning Support Coordinators will not normally be timetabled to teach.

5. **SCHOOLS WITH PRIMARY AND SECONDARY ENROLMENTS**

Where there is a school with both primary and secondary enrolments, the total number of promotion position points required to be allocated will be not less than the number determined on the basis of the respective primary and secondary enrolments as set out above, but the specific allocation will be determined by the Principal in liaison with the Director of the Catholic Schools Office, or his/her nominee, following consultation with staff.

6. **ALLOCATION OF DISCRETIONARY POINTS (SECONDARY AND PRIMARY)**

The number of promotion positions at a school will be reviewed by the Employer on an annual basis according to the enrolment at the school. Where a school has points in excess of mandatory requirements as set out in this Annexure or pursuant to **subclause 19.5** of this Agreement, the points will be allocated by the Principal in liaison with the Director of the Catholic Schools Office, or his/her nominee, following a consultative process involving the Principal and staff.

7. VARIATION OF COORDINATOR POSITIONS

Where a Principal, after consultation with staff, seeks to vary the promotion structure in the school and this variation affects a current incumbent of a promotion position then where possible at least twelve months' notice will be given to those other than temporary appointments affected by the alteration of promotion structure. The following procedure will apply:

- (a) During that period, the Principal will discuss this matter with any incumbent who is affected by the alteration.
- (b) If the matter is not resolved at this level the Teacher may refer this matter to the Union Chapter representative or fellow staff member who will discuss this matter with the Principal.
- (c) If the matter remains unresolved, and it is deemed appropriate by the employee, it will be referred to the NSW/ACT Branch Secretary of the Union or his/her nominee, who will discuss the matter with the Director of the Catholic Schools Office, or his/her nominee.
- (d) If less than 12 months' notice is given of an intention by the Employer to terminate a promotion position due to a restructure, or changes in enrolments or (in a secondary schools) change in hours of tuition in a particular subject area, the Teacher holding such position, provided the position is not temporary, will be entitled to salary maintenance. This maintenance will be at the rate of pay applicable from time to time to the promotion position held by the Teacher. This will continue until the end of the 12-month period from the date he or she received notice of the termination of the position, provided the Teacher remains employed by the Employer during this period.
- (e) **Paragraph 7(d)** will apply in situations where a position is reduced; for example when a 3 point Coordinator's position in a secondary school is reduced to a 2 point Coordinator's position or when a 2 point Primary Coordinator's position is reduced to a 1 point Coordinator's position.
- (f) **Paragraph 7(d)** will not apply where the Teacher was advised at the time of appointment that the Coordinator's positions were for a specific purpose and it was expected that the appointment would not be renewed.
- (g) In Primary Schools where enrolments have increased for the August census, such that there is an entitlement to an additional Coordinator position, an additional Coordinator will be appointed from the commencement of the following school year. Where the Employer forms the view that it may be unlikely that the enrolment will be maintained at that level, then the Coordinator appointment may be for one year only. When the position is advertised those who apply will be told the reason as to why the appointment will be for the one year.

8. ASSISTANT PRINCIPALS – VARIATION OF ENROLMENT

- (a) This subclause applies in circumstances where the enrolment at a school varies, such that the Assistant Principal falls under a different enrolment band for the purpose of salary payable. If the enrolment of a school increases at the August census date and such increase is maintained at the February census date of the following year such that a different enrolment band is applicable, then the salary of the Assistant Principal will increase from the beginning of that following school year. If the enrolment of a school increases at the February census date and such increase is maintained in the August census date such that a different enrolment band is applicable, then the salary of the Assistant Principal will be retrospectively increased from the beginning of that school year.

- (b) If the enrolment of a school decreases at a census date such that a lower enrolment band is applicable and such decrease is maintained at the following census date, the salary of the Assistant Principal will be maintained at the higher enrolment band until the cessation of the following school year.

9. APPOINTMENT OF PROMOTION POSITIONS

- (a) Teachers successful in promotion position applications will receive a contract of employment. The school of appointment will be responsible for providing a detailed job description.
- (b) Appointment to a promotion position will be on an ongoing basis unless:
 - (i) the Teacher is appointed on an acting basis to replace a Coordinator or Assistant Principal on leave or secondment; or
 - (ii) the Teacher is appointed following the resignation or termination of a Coordinator or Assistant Principal during a school year and the position will be re-advertised at the end of the school year; or
 - (iii) the Coordinator position relates to a new program or initiative funded by the Employer which is not of an ongoing nature; or
 - (iv) there are other special circumstances advised to the Teacher at the time he or she is appointed to the promotion position.

In the case of appointments pursuant to **subparagraph (b)(i)**, the period of appointment will be for the duration of the leave or secondment. In the case of **subparagraph (b)(ii)**, the appointment will be to the end of that school year. In the case of appointments pursuant to **subparagraph (b)(iii)** above, the period of such appointment will not exceed two years, provided that the Employer, the Union and the Teacher may agree to extend the temporary period of appointment beyond two years for a further year. The Union will not withhold its consent unreasonably. Appointments pursuant to **subparagraph (b)(iv)** above will not exceed one year.

- (c) Each Teacher appointed to a promotion position will be inducted by the school into that position and will be informed of professional expectations and duties.
- (d) Where the Employer has concerns in relation to the performance by a Coordinator or Assistant Principal of their Coordinator or Assistant Principal duties, such that the promotion appointment (but not the position as Teacher) may be terminated, the Coordinator or Assistant Principal will be provided with notice in writing of the concerns and assistance in addressing perceived deficiencies. If the Employer decides to terminate the promotion appointment but not terminate the employment of the Teacher, the Teacher will receive at least one term's notice of the termination of the promotion appointment or the Teacher will be paid at the higher rate applicable to the promotion position for a period of one term from the date of the notice.

10. SUPPORT FOR PROVISIONALLY AND CONDITIONALLY ACCREDITED (GRADUATE TEACHERS

The Employer and the Union recognise that the requirements of NESA for Provisionally and Conditionally Accredited (Graduate) Teachers are intended to induct new Teachers into the profession as well as lift the community perception of Teachers as professionals. Therefore, both parties support endeavours to implement induction and mentoring activities for Provisionally and Conditionally Accredited Teachers.

The Employer will make provision each year in its annual budget for release from face to face teaching for Provisionally and Conditionally Accredited Teachers. The Employer will ensure that Teachers are advised of this entitlement at the commencement of employment, including by the Principal, and that the release is provided to the Teacher and

their mentor.

Teachers in their initial year of service will be provided with release of 0.05 FTE (1/2 day per fortnight) for the Teacher and 0.05 FTE for the mentor (pro rata for part-time Teachers). Release time will only be available until the Teacher attains Proficient level and time not used in the first year may be used in the second year, particularly in the case of a Teacher whose service has been part-time or has consisted of temporary blocks.

Experienced Teachers who are deemed Provisionally Accredited because they are returning to teaching in NSW after an absence of five years or more, or because they have only taught in other jurisdictions outside of NSW, will be supported in the Teacher's accreditation process through the provision of a combined 0.05 FTE (1/2 a day per fortnight) release time for the Teacher and their supervisor.

When a Teacher has been accredited as Proficient, further entitlement to release will cease.

11. COUNSELLING SERVICES

The Employer offers a confidential counselling service to all employees in the provision of an Employee Assistance Program.

The Employer and the Union recognise Teachers may require periods of leave in order to access counselling services to provide appropriate advice and assistance.

Whilst the understanding is that Teachers would access counselling outside of school hours, the Employer will allow a Teacher to utilise his or her Personal/Carer's Leave entitlement pursuant to this Agreement to accommodate these Teacher needs especially those in remote schools (Bulahdelah, Gloucester and Merriwa).

12. PATTERNS OF ORGANISATION AND TEACHING

Where significant change to existing custom and practice is sought, Principals will consult with staff, community and the Union chapter as appropriate at an individual school level. Any disputes in relation to the proposed changes will be dealt with in accordance with **Clause 43 - Dispute Resolution Procedures** of this Agreement.

13. REMOTE SCHOOLS DISCRETIONARY LEAVE

One day of leave per year (to come from accumulated personal/carer's leave) will be available to attend to personal matters which require travel to regional centres. This applies to staff employed at Bulahdelah, Gloucester and Merriwa.

14. REDEPLOYMENT

Redeployment when necessary will occur in accordance with the procedures of **Attachment A**.

15. REDUNDANCY

Redundancy when necessary will occur in accordance with the provisions of **Attachment B**.

16. LONG SERVICE LEAVE

In addition to the provisions of **Clause 38 – Long Service Leave** of this Agreement, the following specific long service leave provisions will apply to Teachers in the Diocese of Maitland-Newcastle:

- (a) **Paragraph 38.6(c)** of this Agreement will apply; however, a Teacher will only be required to give adequate notice to allow for replacement staff to be employed if applicable.

17. **LONG SERVICE LEAVE AND LEAVE WITHOUT PAY ARRANGEMENTS**

Employees are able to request via a leave form, one week of leave without pay and one week of long service leave, for a minimum period of ten weeks. The leave without pay will not count as service for any purpose. An Employee should apply to their principal or his/her delegate who will consider the application in line with meeting operational requirements.

18. **CAMPUS HEAD (ASC ST MARY'S CAMPUS AND ST PETER'S CAMPUS)**

A Teacher appointed as Campus Head will be paid the following annual salary or equivalent fortnightly rate:

CAMPUS HEAD	FROM THE FIRST FULL PAY PERIOD ON OR AFTER 1 JANUARY 2020 (\$) 2.5% INCREASE	FROM THE FIRST FULL PAY PERIOD ON OR AFTER 1 JANUARY 2021 (\$) 2.28% INCREASE
Annual salary	166,970	170,777
Fortnightly rate	6,404.34	6,550.36

**ATTACHMENT A to
Annexure F – Other Conditions of Employment Applicable to Teachers Employed in the
Diocese of Maitland-Newcastle**

REDEPLOYMENT

1. PURPOSE

This document forms the process for the event of a teacher staffing reduction in a school. In accordance with the Fair Work Act, redeployment opportunity will be sought out prior to undertaking a redundancy process.

2. SCOPE

This procedure applies to full-time or part-time teachers employed in ongoing positions in systemic schools within the Diocese of Maitland-Newcastle. It does not apply to teachers employed on a casual or temporary basis.

3. DEFINITION

A redeployment is the transfer of an employee to another job within the same organisation and may occur when a position, held by an employee, is no longer required at a workplace.

4. GUIDING PRINCIPLES

The Catholic Schools Office (CSO) is committed to employment conditions which support and nurture employees in the exercise of their role. It therefore has a pastoral concern for the teachers affected by reductions and seeks to effect reasonable and appropriate redeployment.

The CSO is committed to ensuring that the dignity of each staff member is maintained.

Teachers in schools where staffing reductions occur have the right to request the support of the Independent Education Union, and if they so wish, instruct the Union to negotiate on their behalf.

All teachers nominated for redeployment will be regarded by the employer as appropriately skilled and competent. Nonetheless, some teachers may have circumstances that will be considered (e.g. live in remote areas).

Special efforts will be made to ensure this procedure does not impact negatively on remote schools - for example if a requirement for the redeployment position is experience in a specific year or subject and a teacher from a remote area has only general experience due to the smaller school size.

The redeployment process will be conducted in a timely manner.

The right of all parties to confidentiality will be observed.

5. RESPONSIBILITIES

The Trustees of the Diocese of Maitland/Newcastle is the employer of all staff engaged in systemic schools within the diocese. The Trustees have delegated to the Director of Schools the responsibility for the employment of staff. Principals normally act as the employing agent for the Director. It is always the right of the Director to appoint staff directly through, for example, a redeployment process.

Catholic Schools Office (CSO)

The Trustees of the Diocese of Maitland/Newcastle, as the Employer, will endeavour to provide security of employment for teachers and to take all reasonable measures to avoid redeployment and forced redundancies.

Director of Schools

The Director of Schools, in conjunction with Shared Services Human Resources, is responsible for communicating, administering and managing this procedure with staff.

Assistant Directors of Schools

Assistant Directors, in conjunction with Human Resources, will examine their schools' needs including timetables and available release work to establish whether redeployment can be avoided or diminished.

Human Resources

Human Resources will ensure that in schools where staffing reductions occur that all teachers, especially those who might be affected, are appropriately informed and consulted throughout the redeployment process. In relation to the Consultation it will be conducted in accordance with the EA.

Principals

Principals, in consultation with the Assistant Director and Human Resources, will examine their schools' needs including timetables and available release work to establish whether such redeployment can be avoided or diminished.

Principals will be consulted with and make accommodations for redeployment where necessary

6. PROCESS FOR REDEPLOYMENT

- (a) When it becomes evident that redeployment is necessary in a school, the Assistant Director will ensure that the Principal, the staff and the Independent Education Union of Australia (IEUA) are informed.
- (b) If redeployment is necessary in a particular school, teachers will be informed of the processes to be observed.
- (c) The Head of Human Resources will instruct some or all Principals not to employ staff until all teachers to be redeployed have appropriate positions.
- (d) If redeployment is necessary in a particular school, teachers in the affected area will be invited to volunteer for redeployment without prejudice. Teachers may elect to seek the advice and support of the Independent Education Union in this process. Staff members interested will be advised of relevant permanent and, if necessary, temporary vacancies. Teachers who volunteer for redeployment do so on the understanding that they have priority in the staffing process.
- (e) If the number of volunteers is insufficient to resolve the redeployment need the following will apply:
 - (i) Where the need for redeployment is as a result of a staff member standing down from a promotional or managerial position, then usually this teacher will be the one redeployed to a relevant, permanent and, if necessary, temporary vacancy.
 - (ii) Human Resources and the Assistant Director (in consultation with the Principal), will determine the criteria for the selection of a teacher to be offered redeployment to a relevant, permanent and if necessary, temporary vacancy. Such selection criteria will be based on the needs of the school.
- (f) In order to assist redeployment, teachers to be redeployed will be requested to provide the Head of Human Resources with a summary of their experience and qualifications and an indication of their preference(s) for placement.
- (g) The Head of Human Resources will, on behalf of the Director of Schools, make an offer of positions, if available, to each teacher to be redeployed. If possible, where there is more than one position available, these offers will be made simultaneously, and will take into account the indications of preferences in clause (f) above.
- (h) The teacher, after receiving offers, will be required to notify the Head of Human Resources in writing of the acceptance or rejection of the offer within two working days of the offer being made.

- (i) If a permanent employee is offered and accepts a temporary position as a redeployment option, at the conclusion of the temporary vacancy the teacher will be advised of relevant permanent and, if necessary, temporary vacancies.
- (j) In the event of offers of redeployment being rejected by the teacher, there is no further obligation on the Diocese for redeployment of the teacher and the redundancy policy could be invoked. However, this does not preclude the Diocese from informing the teacher of possible alternative placements at a later date.
- (k) If a teacher disputes the process in a given situation, the teacher may request that the Director of Schools reviews the process (in accordance with the process set out above). Any such request shall be made within three working days and a teacher may seek the support of the IEU.

6. REMOVAL EXPENSES

- (a) Where a teacher is transferred from one school to another and the school to which the teacher is transferred is more than 25 kilometres from the teacher's place of residence, the teacher will have the right, if the teacher chooses, to change residence to a location closer to the teacher's new school, and to claim removal expenses.
- (b) Removal expenses will be paid in accordance with CSO procedure.

7. LEGISLATIVE/PROFESSIONAL GUIDELINES

Fair Work Act 2009

Work Health and Safety Act 2011(Cth)

ATTACHMENT B to
Annexure F – Other Conditions of Employment Applicable to Teachers Employed in the
Diocese of Maitland-Newcastle

REDUNDANCY

1. This clause operates in addition to the provisions of **Clause 44 - Consultation Regarding Major Workplace Change** and **Clause 42 - Redundancy Pay** in relation to Teachers employed in the Diocese of Maitland-Newcastle.
2. **SEVERANCE PAY**
 Severance pay will be not less than the following scale, notwithstanding the provisions contained in **subclause 42.1** of this Agreement.

YEARS OF SERVICE	ENTITLEMENT FOR TEACHERS AGED LESS THAN 45	ENTITLEMENT FOR TEACHERS AGED 45 YEARS AND OVER
0–1	Nil	Nil
1–2	4 weeks	5 weeks
2–3	7 weeks	8.75 weeks
3–4	10 weeks	12.5 weeks
4–5	12 weeks	15 weeks
5–6	14 weeks	17.5 weeks
6–7	16 weeks	20 weeks
7–8	17 weeks	21.5 weeks
8–9	18 weeks	23 weeks
9–10	19 weeks	24.5 weeks
10–11	20 weeks	26 weeks
11–12	21 weeks	27.5 weeks
12–13	22 weeks	29 weeks
13 +	26 weeks	32.5 weeks

In calculating years of service, only continuous service as a permanent employee of the Employer will be taken into account.

Redundancy payments will not be made to a Teacher employed on a temporary basis, on a fixed term contract or engaged as a casual.

3. **RATE OF PAY**
 - (a) Remuneration payments will be determined in terms of the salary of the Teacher at the date of redundancy.
 - (b) Payments will be taxed in accordance with the prevailing legislation. Concessional rates of tax may be available pursuant to the legislation. This is not available for payment made as compensation for loss of hours.
4. **FURTHER ASSISTANCE**
 Where requested, a Teacher under notice of retrenchment will be provided with the following assistance:
 - (a) Up to five days of paid leave will be granted for the purpose of seeking alternative employment, obtaining career advice and financial advice on the management of redundancy payments; and
 - (b) A sum, not exceeding \$1,500, will be provided to allow the Teacher to access advice from a financial advisor or from a careers counsellor to assist them. Any advice received and accepted by the Teacher will be between the Teacher and the

advisor or counsellor and the Employer will not be liable for any damages arising from the Teacher acting on such advice.

5. **FURTHER EMPLOYMENT**

Where a Teacher receives a redundancy payment, they will not be eligible for further employment with the Employer for a period of six months from their date of separation.

6. **COMPENSATION FOR LOSS OF HOURS**

A teacher who accepts a reduction in hours will receive compensation for loss of hours and a pro-rata payment will be made in accordance with clause 2 – Severance Pay of this annexure. The effect of this provision will be to only apply compensation for loss of hours from the date the employee commenced working those hours.

For example, Employee X commenced employment on 1 January 2017 at 0.7 FTE. On 1 January 2018, employee X's hours of work increased to 0.9 FTE however on 1 January 2020, employee X's hours were reduced to 0.8 FTE. As such, employee X would be entitled to compensation for loss of 0.1 FTE for the period 1 January 2018 to 1 January 2020 only.

ANNEXURE G

OTHER CONDITIONS OF EMPLOYMENT APPLICABLE TO TEACHERS EMPLOYED IN THE DIOCESE OF PARRAMATTA

These provisions will apply to Teachers in the Diocese of Parramatta (the Employer), in addition to the provisions of this Agreement except where those provisions are expressly varied by this Annexure:

1. PROMOTION POSITIONS

The Employer will allocate Coordinator points according to the following tables:

A previous year's census date will refer to the census undertaken in the month of August as opposed to February.

1.1 2020 -2021 POINTS ALLOCATION – PRIMARY SCHOOLS

ENROLMENT AT PREVIOUS YEAR'S CENSUS DATE	POINTS, INCLUDING TECHNOLOGIES LEARNING
1 – 100	-
101 – 350	3
351 – 500	5
501 – 550	6
551 – 600	7
601 – 700	8
701 – 800	10
801 +	12

1.2 2020 -2021 POINTS ALLOCATION – SECONDARY SCHOOLS

ENROLMENT AT PREVIOUS YEAR'S CENSUS DATE	NUMBER OF POINTS 7 – 12		
1 – 200	-		
201 – 300	-		
301 – 400	16		
401 – 500	20		
501 – 600	22		
601 – 700	26		
701 – 800	30		
801 – 900	32		
901 – 1000	34		
1001 – 1100	37		
1101 – 1200	40		
1201 – 1300	42		

Note: Tables 1.1 and 1.2 do not include the position of Assistant Principal.

Where appointed, the position of Learning Technology Coordinator (LTC) is included in Tables 1.1 and 1.2.

From the commencement of the 2021 school year any points that were previously allocated to the position of LTC can be reallocated to another promotion position within the school at the discretion of the Principal, based on operational needs.

For schools with enrolments beyond 1300 or involved in a multi-campus complex, any promotion points beyond 36 will be determined by the Employer.

At its sole discretion, the Employer may appoint a second Assistant Principal at a single campus secondary school by utilising three points from the school's allocation of points as provided in Tables 1.1 to 1.2 above.

2. PERIOD OF APPOINTMENT

- (a) Normally appointments to promotion positions are ongoing in nature, other than for those to the position of Special Projects Teacher or the position of Learning Technologies Coordinator. A Special Projects Teacher means a Teacher appointed as such who is responsible for developing and implementing outstanding teacher practice and leadership with particular reference to the performance and quality of Teachers in the school, or who is required to perform other duties (of comparable level including in the area of pastoral care) requiring a high level of professional expertise.
- (b) Where genuine reasons for temporary appointments exist, such as the situations listed in **subclause 11.6** of this Agreement in relation to the definition of 'Temporary Teacher', a temporary appointment to a Coordinator position may be made for a period of time consistent with that subclause.
- (c) Special Project Teacher appointments will normally be for one years' duration.
- (d) Learning Technologies Coordinator appointments are made for up to three years. (refer to clause 1 LTC).

3. ALLOWANCE FOR RELIGIOUS EDUCATION COORDINATORS

- (a) The allowance payable for the position of Religious Education Coordinator will be based on the existing promotion position structure of Coordinator 1, Coordinator 2 and Coordinator 3.
 - (i) The position of Religious Education Coordinator will be assigned additional points by comparison with other Coordinator positions for the following reasons:
 - (A) the Religious Education Coordinator is a member of the school executive;
 - (B) the Religious Education Coordinator facilitates and promotes the religious dimension across all Key Learning Areas;
 - (C) the Religious Education Coordinator has a liaison role with the wider community.

(ii) Point Allocation

Religious Education Coordinator points are additional to the points provided in tables 1.1 to 1.2

3.1 PRIMARY SCHOOLS

PRIMARY ENROLMENT AT PREVIOUS YEAR'S CENSUS DATE	POINTS
1 – 200	2
201 – 350	2.5
351 – 750	3
751 +	3 plus an additional 1 point for the appointment of an Assistant Coordinator in Religious Education

3.2 SECONDARY SCHOOLS

SECONDARY ENROLMENT AT PREVIOUS YEAR'S CENSUS DATE	POINTS
1 – 900	3
901 +	3 plus an additional 1 point for the appointment of an Assistant Coordinator in Religious Education

Note: to calculate 2.5 promotion points add 50% of Coordinator 1 point to Coordinator 2 points.

4. CONSULTATION REGARDING MAJOR WORKPLACE CHANGE – PROMOTION POSITIONS

A Teacher adversely affected by a restructure will be given no less than a full term of notice. A Teacher who loses a promotion position as a result of restructuring will be given 12 months' notice or continue to be paid the promotion position allowance for one full year, (or paid the difference between the old and new allowance for one full year, where applicable).

5. FLEXIBILITY IN SCHOOL DAY IN SECONDARY SCHOOLS

The Employer and the Union are committed to positively considering flexibility in the timing and length of the school day to meet changing curriculum requirements and student needs in secondary schools. Agreement would be made (for particular schools or groups or groups of schools) and would reflect the outcomes of discussions involving the relevant members of the school and Diocesan communities.

- (a) In order to maximise student course choice the Principal may make provision for the timetabling of certain classes beyond core timetabled hours.
- (b) Meaningful consultation between the Teacher and the Employer will occur prior to 'flexible hours' commencing. Consultation will include a consideration of the following:
 - (i) carers' responsibilities and domestic arrangements;
 - (ii) courses offered by schools or clusters; and
 - (iii) equity of workloads for all staff members.

- (c) In considering the proposal, equity for all staff should be maintained wherever possible.
- (d) All class time programmed as part of 'flexible hours' is counted within the 20 hours per week of teaching time. A Teacher working beyond core timetabled hours will be entitled to an equivalent period of time off in lieu of this time.
- (e) The arrangement may differ between Teachers and would usually include late start and/or early finishes or other arrangements may be agreed between the Teacher and the Employer.
- (f) This arrangement and its duration will be confirmed in writing.
- (g) Work health and safety will be adhered to when making arrangements.

If either party, or an affected Teacher, believes the proposed variation in work organisation is in conflict with these provisions, they may raise these matters with the Employer or the Union.

6. FLEXIBILITY IN SCHOOL YEAR

The Employer has indicated that it wishes to explore flexibility in the school calendar year to meet student needs, particularly in relation to HSC students and the September/October pupil vacation period. The Employer and the Union have agreed to consider arrangements which may be proposed for particular schools or groups of schools. Such proposed arrangements would reflect the outcomes of discussions involving the relevant members of the school and Diocesan communities. Teachers involved in this arrangement who work normal pupil vacations will receive time off in lieu at some other time of the year.

7. LONG SERVICE LEAVE PROVISIONS

In addition to the provisions of **Clause 38 - Long Service Leave** of this Agreement, the following specific long service leave provisions will apply to Teachers.

7.1 LONG SERVICE LEAVE IN SHORT BLOCKS

Long service leave in short blocks is granted, pursuant to **paragraph 38.6(g)** of this Agreement, subject to the following conditions:

- (a) on the understanding that such leave will normally be granted provided it takes into account professional obligations;
- (b) for four periods only within a given school year (for the purposes of this provision, it is understood that leave requested in two separate terms but not for the full term in either case will be considered as two short blocks of leave);
- (c) not in the first four weeks of a school year with the exception of a single day; and
- (d) that notice provisions are complied with as follows:
 - (i) two school terms notice will be required for leave in excess of five weeks' duration;
 - (ii) four weeks' notice will be required for leave of between one and five weeks' duration; and
 - (iii) a period of notice reasonable in the circumstances of the case will be required for leave of up to one week.

7.2 LONG SERVICE LEAVE ON HALF PAY

A Teacher may elect to receive long service leave payments at half pay for the period of leave. The parties understand that 'half pay' means that over the course of a fortnight a teacher will receive one week of paid long service leave, followed by one week of leave without pay (LWOP). For this reason, this option is available only in fortnightly units, with one or more full weeks of paid leave being treated as one or more full fortnights at half pay. The period of LWOP will not be deemed as service for the purposes of this Agreement or any statutory entitlement.

8. REDEPLOYMENT

With respect to consultation and redeployment the Employer will continue to manage these processes with sensitivity and respect for all involved and in accordance with relevant legislation.

ANNEXURE H

OTHER CONDITIONS OF EMPLOYMENT APPLICABLE TO TEACHERS EMPLOYED IN THE ARCHDIOCESE OF SYDNEY

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

1. PRINCIPLES OF EMPLOYMENT

These provisions will apply in addition to those contained in **clause 8** of this Agreement.

The Catholic Church has established schools to assist it in presenting a vision of reality that is found in the Good News preached by Jesus Christ. Each school is expected to serve a particular Catholic community, providing quality education for its children in an environment that reflects Gospel values.

The Catholic school is more than an educational institution: it is a key part of the Catholic Church's mission. Thus the teacher in the Catholic school is more than an employee: he or she ministers in the name of the Catholic Church.

It is expected that those appointed to positions where the teaching of religion is included will have Religious Education qualifications (or will have begun to acquire a formal qualification) and the necessary background, knowledge, and professional commitment to the purposes of Catholic Religious Education and the Catholic ethos of the school. While it is acknowledged that Teachers of other religious traditions will have a valuable contribution to make from time to time on a particular topic, it is expected that Teachers given responsibility for Religious Education classes will be Catholics with a commitment to the practice of Catholicism.

Teachers in the Catholic school have an indispensable role to play in supporting and promoting the mission and goals of the Catholic School. It is expected therefore, of all Teachers employed in a Catholic school that:

- (a) they will see themselves as being in cooperative partnership with parents, pastors and the Catholic community generally working towards the achievement of the school's aims;
- (b) they will strive, by their teaching and personal example, to develop in students an appreciation and acceptance of Catholic teaching and values;
- (c) they will avoid, whether by word, action or public life-style, any influence upon students that is contrary to the teaching and values of the Catholic Church in whose name they act;
- (d) they will accept and espouse the Catholic educational philosophy of the school;
- (e) they will develop and maintain an adequate understanding of those aspects of Catholic teaching that touch upon their subject areas;
- (f) they will be suitable, competent, trained teachers, committed to the goals of Catholic Education;

- (g) they will be committed to regular ongoing professional development; and
- (h) they will actively contribute to the religious life of the school and the spiritual formation of the students.

2. FINANCIAL ASSISTANCE FOR TEACHERS ACQUIRING QUALIFICATIONS IN RELIGIOUS EDUCATION

Religious Education is a major priority for systemic schools operated by the Employer. The Employer will reimburse the course tuition and enrolment fees payable by Teachers who are permanently employed in systemic schools and who are undertaking study in Religious Education up to a minimum standard as required by the Sydney Catholic Schools policies approved by the Sydney Catholic Schools Limited Board.

3. RESOURCING OF SYSTEMIC SCHOOLS

The Employer and the Union acknowledge that the resourcing of schools occurs within a context significantly dependent upon Commonwealth and State Government funding support.

In particular, both parties share a general concern that insufficient resources have been allocated by governments to education and particularly to the primary sector and to students with special needs.

4. PATTERNS OF ORGANISATION AND TEACHING

The Employer and the Union are committed to the principle of flexibility in the patterns of organisation and teaching to meet changing curriculum requirements and student needs, with due regard for the appropriate teaching load assigned to individual Teachers. The parties note, in this context, the existence of Work Practices Agreements for both Primary and Secondary school sectors.

Where change to existing custom and practice is sought, Principals will consult with Teachers and the Union chapter as appropriate at an individual school level to ensure students have maximum opportunities to participate in emerging curriculum initiatives.

5. CO-CURRICULAR DUTIES OF TEACHERS

Catholic Systemic schools have always promoted co-curricular activities as an integral part of the total education offered. The Employer and the Union therefore recognise that all Teachers are required to participate in co-curricular activities as indicated at the time of appointment to the school and in keeping with the custom and practice of each individual school.

6. ENSURING QUALITY IN SYSTEMIC SCHOOLS

The Employer has developed a number of processes aimed at providing the highest quality religious and general education for students in Catholic schools.

This clause acknowledges the continuing need to enhance the quality of education. The Employer and the Union will support the ongoing implementation of the following processes:

(a) PERFORMANCE GROWTH IN ACTION

Performance Growth in Action (PGIA) is an ongoing process of goal-setting and review, aimed at the continuing development of leadership/management, and teaching and learning practices within a school. It contains elements of both development and accountability. It is closely linked to the School Review and Improvement processes and will assist the Principal to manage those processes. The parties recognise and acknowledge that PGIA for classroom Teachers will be

part of ongoing professional development for Teachers in Systemic schools, leading to an enhancement of the quality of teaching and learning.

(b) **SCHOOL REVIEW AND IMPROVEMENT**

School Review and Improvement (SRI) is an integrated framework for school effectiveness, improvement and quality assurance. SRI is underpinned by the 'Self-review Framework for Catholic Schools', a set of criteria and indicators for the effective Catholic school. SRI establishes a sequence of processes within which a school self-reviews its operations and implements long and short-term plans for improved outcomes for students. Once each five-year cycle a panel external to the school assesses and validates the outcomes of the school's SRI processes.

(c) **REGISTRATION AND ACCREDITATION**

Under the *Education Act 1990* (NSW), the Employer 'as the approved authority' is responsible for the operation of the schools in the Registration system in terms of the requirements for Registration and Accreditation.

Principals are responsible for the continual compliance of the school's curriculum with these requirements.

7. PROFESSIONAL DEVELOPMENT

The Employer and Union recognise that professional development is a shared responsibility with regard to both time and resources and that Teachers, as professionals, have an ongoing need to participate in professional development. Among other issues, requirements on Teachers for professional development arise from:

- (a) changes to curriculum;
- (b) broad community expectations of schools,
- (c) Employer policy initiatives;
- (d) Government requirements, including NESA

The Employer and the Union accept that some professional development occurs outside of school hours and during pupil vacation periods. It would be expected that staff attend such courses as appropriate on a voluntary basis.

8. PROMOTION POSITIONS

8.1 PRIMARY SCHOOLS

(a) Length of Appointments

Teachers who are being offered their first Coordinator appointment with the Employer will be offered an initial two year contract. Subsequent appointments whether in the same school as the initial appointment or in a new school are for three years. This clause applies equally to 1, 2 and 3 point Coordinators.

(b) The Promotion Positions Points Table in primary schools will be as set out below:

The following points table will apply to Archdiocesan primary schools as referred to in **subclause 19.6** of this Agreement.

PRIMARY ENROLMENT	COORDINATOR 2 (NUMBER ALLOCATED)	COORDINATOR 1 OR ST2 (NUMBER ALLOCATED)	TOTAL POINTS
1 – 100	-	-	-
101 – 200	-	-	-
201 – 250	1	-	2
251 – 400	1	1	3
401 – 600	2	1	5
601 – 700	3	1	8*
701 – 800	3	1	9*
801 +	4	1	11*

A school's entitlement to promotions points in any year is determined by that school's official enrolment as determined by the previous year's census figure.

The points table is in addition to allowances provided to the school for Assistant Principals or Religious Education Coordinators.

*Schools with an enrolment of 600-700 have received an additional point and schools with over 700 two additional points.

(i) Flexibility in Primary Schools

Within this points table the following flexible arrangements may apply:

(A) Schools of 101 - 200

Where the existing Assistant Principal resigns, and following appropriate discussion with staff, the Principal may appoint 1, 2 or 3 point Coordinators in any combination to a total of four points.

(B) Schools over 400

Where an existing Coordinator resigns, and following appropriate discussion with her/his staff, the Principal may convert one existing 2-point position into two 1-point positions.

(c) Primary School Coordinator Definitions

For the purposes of this **subclause 8.1**, the following definitions apply to Coordinator positions in Primary Schools in lieu of the definitions contained in **subclause 19.1** of this Agreement:

- (i) A 'Coordinator 1' in a Primary School means a Teacher appointed to be responsible for tasks of an ongoing, 'maintenance' nature, or which have a limited life-span, or in which the guidance of an executive member is available.
- (ii) A 'Coordinator 2' in a Primary School means a Teacher with the responsibility for significant school activities involving a range of staff groups. Such a Teacher would be responsible for initiating, planning, implementing and evaluating these projects and for ensuring the appropriate involvement of staff in the various stages of the projects. Teachers with the status of Coordinator 2 would be actively involved in staff development and Teacher supervision and in the development and implementation of curriculum in the school.

- (iii) A 'Coordinator 3' in a Primary School means a Teacher with the responsibility for major school programs or initiatives. Such programs may involve the whole school community including staff, students, parents, clergy and the wider school community. A Teacher with the status of Coordinator 3 might be responsible for the overall staff development program, including Teacher supervision, or for the overall coordination of curriculum development, implementation and evaluation in the school.

8.2 SECONDARY SCHOOLS

- (a) Length of Appointments - Subject or KLA, Cohort or Pastoral Coordinators, RECs

Teachers who are being offered their first Coordinator appointment with the Employer will be offered an initial two year contract. Subsequent appointments, whether in the same school as the initial appointment or in a new school, are for three years. This subclause applies equally to 1, 2 and 3 point Coordinators.

- (b) The Promotion positions Points Table in Secondary Schools will be as set out below:

The following points table will apply to systemic secondary schools of the employer as referred to in **subclause 19.6** of this Agreement.

SCHOOL TYPE ENROLMENT SCHOOLS	7 – 10 SCHOOLS	11 - 12 SCHOOLS	7 - 12 SCHOOLS	MULTI CAMPUS SCHOOLS
1 – 200	-	-	-	Determined on a case-by-case basis and negotiated with the Union - not less than the standard for the equivalent single campus school
201 – 300	14	18	-	
301 – 400	18	20	-	
401 – 450	18	20	22	
451 – 500	22	20	22	
501 – 600	22	22	22	
601 – 700	24	-	28	
701 – 800	-	-	30*	
801 – 900	-	-	35	
901 – 1000	-	-	37	
1001 – 1100	-	-	40	
1101 – 1200	-	-	43	
1201 – 1300	-	-	46	

A school's entitlement to promotions points in any year is determined by that school's official enrolment as determined by the previous year's census figure.

The points table does not include a points allowance for Assistant Principals or Religious Education Coordinators.

*If schools in this enrolment band have English, Maths or Science 2-point Coordinators who have responsibility for coordination of class times more than 108 hours per week, an additional 1 point per KLA for coordination will be added to the above table. The Principals should contact People and Culture with details.

8.3 COORDINATOR POINTS

For the purposes of **subclauses 8.1** and **8.2** of this Annexure:

- (a) Coordinator 1 is a 1 point position;
- (b) Coordinator 2 is a 2 point position; and
- (c) Coordinator 3 is a 3 point position.

8.4 RELIGIOUS EDUCATION COORDINATORS ALLOWANCES

The Employer will pay Religious Education Coordinators (including Youth Ministry Coordinators) the appropriate allowance for their appointed position according to the following tables. Classification at Level 1 or Level 2 Religious Education Coordinator will be determined by the Mission and Identity team consistent with the relevant SCS Religious Education Accreditation policies.

RELIGIOUS EDUCATION COORDINATOR PRIMARY LEVEL 1	Annual Allowance from ffpp on or after 1 January 2020(\$)	Fortnightly Allowance from ffpp on or after 1 January 2020(\$)	Annual Allowance from ffpp on or after 1 January 2021(\$)	Fortnightly Allowance from ffpp on or after 1 January 2021(\$)
LEVEL 1 1-250 STUDENTS	18,432	706.98	18,852	723.09
LEVEL 1 251-400 STUDENTS	20,478	785.46	20,945	803.37
LEVEL 1 400+ STUDENTS	24,572	942.49	25,132	963.97

RELIGIOUS EDUCATION COORDINATOR SECONDARY LEVEL 1	Annual Allowance from ffpp on or after 1 January 2020(\$)	Fortnightly Allowance from ffpp on or after 1 January 2020(\$)	Annual Allowance from ffpp on or after 1 January 2021(\$)	Fortnightly Allowance from ffpp on or after 1 January 2021(\$)
LEVEL 1 1-300 STUDENTS	18,432	706.98	18,852	723.09
LEVEL 1 300+ STUDENTS	24,572	942.49	25,132	963.97

RELIGIOUS EDUCATION COORDINATOR LEVEL 2	Annual Allowance from ffpp on or after 1 January 2020(\$)	Fortnightly Allowance from ffpp on or after 1 January 2020(\$)	Annual Allowance from ffpp on or after 1 January 2021(\$)	Fortnightly Allowance from ffpp on or after 1 January 2021(\$)
LEVEL 2 PRIMARY AND SECONDARY	16,382	628.35	16,756	642.70

ASSISTANT REC	Annual Allowance from ffpp on or after 1 January 2020(\$)	Fortnightly Allowance from ffpp on or after 1 January 2020(\$)	Annual Allowance from ffpp on or after 1 January 2021(\$)	Fortnightly Allowance from ffpp on or after 1 January 2021(\$)
Assistant REC	8,193	314.25	8,380	321.42

YOUTH MINISTRY COORDINATOR	Annual Allowance from ffpp on or after 1 January 2020(\$)	Fortnightly Allowance from ffpp on or after 1 January 2020(\$)	Annual Allowance from ffpp on or after 1 January 2021(\$)	Fortnightly Allowance from ffpp on or after 1 January 2021(\$)
Youth Ministry Coordinator	8,193	314.25	8,380	321.42

9. REDEPLOYMENT

9.1 PURPOSE

The provisions of this clause set out the agreed procedures to be followed by the Employer in instances of school restructures, school closures or reductions in staffing due to declining enrolments, in addition to the provisions of **Clause 42 - Redundancy Pay**, **Clause 44 – Consultation Regarding Major Workplace Change**, and **Clause 45 - Consultation about Change to Regular Roster or Ordinary Hours of Work** of this Agreement.

Once the Sydney Catholic Schools Limited Board has made a decision that a particular school will be closed or restructured, the Employer will advise the Union of the decision. At the Union's request the Employer will confer with the Union on any issues of concern in relation to its members affected by the restructuring or closure.

There is recognition that redeployment is an Employer-wide process and is not based on geographic regions or networks.

Whenever it is decided to close or restructure a systemic school, or where redeployment takes place due to declining student enrolments, it will be necessary to determine the number of and the particular Teachers affected.

9.2 CONSULTATION

The following procedures will be applicable in the event of closure, restructuring or redeployment due to declining enrolments:

- (a) in the first instance the Employer will liaise with the Union as appropriate; and
- (b) consultation will take place between the Principal and staff.

9.3 OFFERS OF ALTERNATIVE EMPLOYMENT

If no Teacher volunteers for redeployment or if those who seek redeployment are not acceptable to the Employer for any reason, the Employer will offer the affected

Teacher(s) (including any Teacher who seeks redeployment and is accepted by the Employer as suitable), alternative teaching positions.

- (a) These alternative positions will be offered in the following order:
 - (i) a mutually acceptable alternate teaching position within the same school;
 - (ii) where no such position can be found, a similar position at another school of the Employer.
- (b) When Teachers are redeployed to another school of the Employer, the following conditions will apply:
 - (i) the Teacher may provide to the Employer a list of preferred schools and geographic areas;
 - (ii) where an appropriate vacancy exists at any school, the Employer will negotiate with the Principal to arrange an interview. The Principal will be advised that the Teacher is subject to the redeployment procedures;
 - (iii) all other things being equal, any suitable vacant position at such schools will be offered first to the affected Teacher. Where there is more than one affected Teacher seeking the same position, the Principal will interview both Teachers. Applicants will be advised that more than one redeployed Teacher is seeking the position;
 - (iv) at the same time as the Teacher may be actively pursuing positions of his/her choice external to the Employer, the Employer will explore suitable vacancies notified by Principals in an attempt to find a suitable placement;
 - (v) where the Teacher is not being successful in securing a position through the normal process of application and where no suitable vacant position exists or becomes available in accordance with the list provided by the Teacher in **subparagraph 9.3(b)(i)**, the Employer will confer with the Teacher with a view to finding a suitable position, pursuant to **subparagraph 9.3(b)(iv)**. Where the affected Teacher feels that offers made by the Employer in accordance with **subparagraph 9.3(b)(iv)** are unacceptable, the Employer will confer with the Union and the Teacher in an effort to resolve the matter;
 - (vi) providing that, where they exist, there are at least two suitable vacant positions offered to the Teacher, whether offered pursuant to **subparagraphs 9.3(b)(i), (iii) or (iv)**, the Teacher may refuse up to two positions, on the grounds of unsuitability to the Teacher. However, all other things being equal, there would be an expectation that the affected Teacher would accept the first offer of a position;
 - (vii) where two vacant positions deemed suitable by the Employer are offered to a Teacher affected by redeployment and neither offer is accepted, the Employer may place the Teacher in either one of the two positions offered;
 - (viii) where any offer of a position is made, the Teacher must accept or decline the offer by the morning of the third school day following the day of offer.

- 9.4 An important objective is to find a match between the needs and strengths of the affected Teacher and the requirements of the prospective school community as determined by the Principal of that school.

- 9.5 If in following the procedures in **subclause 9.3** no match is effected, the Executive Director of Catholic Schools may use his authority as Employer to appoint the Teacher to a school. In rare cases, where this is not deemed practical, he may authorise the negotiation of a redundancy payment with the affected Teacher and the Union.

10. RESTRUCTURING AND PROMOTION POSITIONS

10.1 RESTRUCTURING INCLUDING CLOSURES, AMALGAMATIONS, THE ADDITION OF YEARS 11 AND 12 TO A 7-10 SCHOOL AND THE LIKE.

In the event of a significant change in the nature and/or composition of a school all existing promotion positions may be declared vacant and new positions may be advertised. The Union will be advised of such changes and appropriate negotiations will ensue between the Employer and the Union. A Teacher who, prior to this event, held a promotion position, and was unsuccessful in obtaining a new position, will continue to be paid the allowance for a one-year period provided he/she remains in the employ of the Employer, and may be assigned specific duties for this period.

10.2 RESTRUCTURING IN A SITUATION OF DECLINING ENROLMENTS

Where a school falls to a lower enrolment band, the school will be allocated a reduced number of points for the following year. The restructuring or abolition of positions brought about by such change should, where possible, coincide with the termination of existing contracts. Where this is impracticable, the Employer will continue payment of existing allowances for a period of 12 months, thereby providing the opportunity for schools to return to the formula in the points table in **subclauses 8.1** and **8.2** of this Annexure.

11. APPOINTMENT/ PERFORMANCE REVIEW/ RE-APPOINTMENT OF COORDINATORS

11.1 APPOINTMENT

- (a) Each Teacher in a promotion position will receive a formal Letter of Appointment to this position which will set out the duties to be performed by the Teacher in the school and the period of appointment. Consistent with **paragraphs 8.1(a)** and **8.2(a)** of this Annexure, the initial appointment is for two years and second and subsequent appointments are for three years. The Employer has provided a generic role description to schools to assist in this process.
- (b) Each Teacher appointed to a promotion position will be inducted into that position, in accordance with the Employer's policy and will be informed of professional expectations and duties.

11.2 PERFORMANCE REVIEW/RE-APPOINTMENT

- (a) Each Teacher holding a promotion position will undertake performance reviews while holding that position, in accordance with the procedures for performance reviews and for re-appointment of Coordinators agreed between the parties. They include a succinct 'self-review statement' and a 'validation report'. The performance review process would normally include consideration of the accumulated data over the period of the appointment. The Principal or his/her delegate will normally be the Employer's representative in assessing satisfactory performance.
- (b) Both the Employer and the Union hold the view that satisfactory performance reviews will lead to the offering of subsequent appointments to Coordinators unless the position is to be:

- (i) abolished, in which case **subclause 10.1** will apply, or
- (ii) extended in accordance with **subclause 11.4**, 'One year provisional appointment'.

11.3 THREE YEAR REAPPOINTMENT

Where a Principal reappoints a Coordinator to his/her position for a further three years, the appropriate reappointment letter must be completed and a copy provided to the Coordinator. A copy should be kept in the school personnel file.

If a Principal is intending not to reappoint a Coordinator for a new three year term the basis for this intention should be discussed with the Employer at the earliest possible time. Any such intention must also be discussed with the Coordinator as early as possible in the reappointment period.

11.4 ONE YEAR PROVISIONAL APPOINTMENT

In the event of performance that is less than fully satisfactory having been identified through the review mechanism, the appointment period will be extended for one year on a provisional basis for specified areas of concern to be addressed through the process(es) of Performance Counselling.

A copy of the one-year 'provisional appointment letter' is to be forwarded to the Employer. Where areas of concern have not been addressed to the satisfaction of the Principal within the additional year, a further appointment will not be made and the Coordinator will only be offered ongoing employment as a full-time Teacher.

12. ADHERENCE TO PUBLISHED SCHOOL CALENDAR

This clause recognises that within a large system of schools many issues will most appropriately be determined at a local level (i.e. at the school). Issues however which have system-wide implications, or which impinge on system-to-government relationships, or which impact on system accountability should be determined by the Employer.

It is noted that for historical reasons, work practices have emerged which differ between schools and that many of the differences may be underpinned by legitimate and valid reasons. Other practices, however, may not have been reviewed in recent times and may have their origins in an earlier period of Catholic Education Administration.

Each year the Employer publishes the school calendar that will apply to the systemic schools of the Employer, and any requests for variation from the calendar would need to be approved by the Employer.

In this context, the Employer and the Union agree to examine in specific circumstances on a case by case basis, issues or difficulties which might arise from proposed changes to long-standing custom and practice.

13. DISCIPLINARY PROCEDURES

This clause acknowledges the existence of the 'Procedures for Addressing Performance - Related Matters and Professional Competence', and the Employer and the Union are committed to the ongoing use of such procedures where a Teacher's performance is deemed by the Principal to be unsatisfactory.

Normal procedures in the management of staff relations would include appropriate performance counselling sessions, and such an approach may preclude the need for formal disciplinary procedures.

14. LONG SERVICE LEAVE

In addition to the provisions of **Clause 38 - Long Service Leave** of this Agreement, the following specific long service leave provisions will apply to Teachers in the Archdiocese of Sydney.

14.1 LONG SERVICE LEAVE IN SHORT BLOCKS

Long service leave in short blocks is granted, pursuant to **paragraph 38.6(g)** of this Agreement, subject to the following conditions:

- (a) with no minimum period required to be taken by a Teacher; and
- (b) long service leave will not include student vacation periods that might fall within the period of leave.

14.2 LONG SERVICE LEAVE AT HALF PAY

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

14.3 PART-TIME TEACHERS – COMPRESSION

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

ANNEXURE I

OTHER CONDITIONS OF EMPLOYMENT APPLICABLE TO TEACHERS EMPLOYED IN THE DIOCESE OF WAGGA WAGGA

These provisions will apply to Teachers in the Diocese of Wagga Wagga, in addition to the provisions of this Agreement except where those provisions are expressly varied by this Annexure:

1. PROMOTION POSITIONS

- (A) For the purposes of this Annexure I, a promotion position will mean a 1,2 or 3 Point Coordinator (including a Religious Education Coordinator) or Assistant Principal.
- (B) Where the promotion structure is varied in the school and this variation affects a current incumbent of a promotion position then at least one term of notice must be given to those affected by the alteration of the structure of promotion positions.
- (C) Each Teacher appointed to a promotion position will receive a letter of appointment to this position which will set out the duties to be performed by the Teacher in the school and the period of appointment.
- (D) Each Teacher appointed to a promotion position will be inducted into that position, in accordance with the Employer's policies and procedures.
- (E) The initial appointment to a promotion position will be for a period of three years for 2 and 3 Point Coordinators and Assistant Principals. Appointment of 1 Point Coordinator may be for the purposes of undertaking a project/s associated with the Annual Improvement Plan (AIP), to assist another Coordinator in a curriculum area or for any other reason. A 1 Point Coordinator may be appointed for a period of not less than one year but may be appointed for up to three years.
- (F) Each Teacher appointed to a promotion position will engage in a diocesan development process over the period of their tenure. Following the completion of a diocesan development process and subject to the maintenance of the position, a further three year appointment will be offered for the 2 and 3 Point Coordinators and Assistant Principals. If the position is not maintained because of a restructure, then the provisions of **Clause 1 (B)** of this Annexure and of **Clause 44 - Consultation regarding Major Workplace Change** of this Agreement apply.
- (G) The above procedure is separate to, and will not prevent the Employer instituting, during a period of appointment, a performance management process where necessary.
- (H) Any Teacher required by the school 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, provided that a Teacher will not be required to carry out such duties in a relieving capacity for more than 52 weeks. A Teacher may be employed in a promotion position for a specific period in excess of a full school year but not more than two full school years where such a Teacher is replacing a Teacher who is on leave for a period in excess of a full school year or replacing a Teacher on secondment to another position.

ANNEXURE J

OTHER CONDITIONS OF EMPLOYMENT APPLICABLE TO EMPLOYEES EMPLOYED IN THE DIOCESE OF WILCANNIA-FORBES

These provisions will apply to Teachers in the Diocese of Wilcannia- Forbes, in addition to the provisions of this Agreement except where those provisions are expressly varied by this Annexure:

1. PROMOTION POSITIONS

1.1 MINIMUM NUMBER OF PROMOTION POSITIONS

The Employer will allocate a maximum of 55 points for distribution to schools throughout the Diocese.

The minimum number of promotion points in each school will be determined in accordance with the following table that replaces tables in **paragraphs 19.7(b) and (c)** of this Agreement.

ALL SCHOOLS	
ENROLMENT AS AT PREVIOUS YEAR'S CENSUS DATE	TOTAL POINTS
1-100	Nil
101-200	4
201-300	6
301-400	8

1.2 CONSULTATION

The Principal, after consultation with members of the school community, that is, Teachers, parents and school board, will determine the structure of promotion positions within the school having regard to:

- (a) actual and future school and students' needs;
- (b) curriculum structure and requirements;
- (c) NESA requirements;
- (d) the results of a school renewal or review and consultations with the Diocese;
- (e) best management/organisation practices;
- (f) the need to recognise and remunerate added responsibility and work in curriculum, pastoral or administrative leadership;
- (g) Diocesan practice; and
- (h) any other matter consistent with the identified needs of the school.

1.3 VARYING PROMOTION POSITIONS

- (a) Where a Principal in accordance with **subclause 1.2** varies the promotion structure in the school and this variation affects a current incumbent of a promotion position then at least one term of notice must be given to those affected by the alternation of the promotion structure.
- (b) In the case where it is proposed that a school which, under **paragraph 19.5(a)** of this Agreement, would be entitled to an Assistant Principal, plans to restructure this position then it will be discussed with the Union prior to implementation. No conversion of an Assistant Principal position will be allocated to more than three Teachers.
- (c) Under this clause the executive structure of the school could be: Coordinator 3 and Coordinator 1; 2x Coordinator 2; Coordinator 2 and 2x Coordinator 1.

1.4 PROMOTION POINTS

- (a) Each promotion position is worth the following number of promotion points:

POSITIONS	POINTS
Assistant Principal	4
Coordinator 3	3
Coordinator 2	2
Coordinator 1	1
Senior Teacher 2	1

- (b) A “Senior Teacher 2” means a teacher so appointed to be responsible for:
 - (i) developing and implementing outstanding teaching practice and leadership with particular reference to the performance and quality of Teachers in the school; or
 - (ii) to perform other duties (of comparable level including in the area of pastoral care) requiring a high level of professional expertise.

1.5 APPOINTMENTS

- (a) Each Teacher appointed to a promotion position after the commencement of this Agreement will receive a letter of appointment to this position which will set out the duties to be performed by the Teacher in the school and the period of appointment.
- (b) Each Teacher holding an ongoing promotion position will be appraised while holding such a position, in accordance with Employer practice. Such an appraisal does not derogate from the rights of a Teacher or the employer under disputes and grievance practice in existence at the school.
- (c) Any Teacher 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, provided that a Teacher will not be required to carry out such duties in a relieving capacity for more than 52 weeks. Provided that a Teacher may be employed for a specific period in excess of a full school year but not more than two full school years where such a Teacher is replacing a Teacher who is on leave for a period in excess of a full school year or replacing a Teacher on secondment to another position with the Employer.

- (d) The foregoing will not affect the right of the Employer to summarily terminate any Teacher from their promotion position for incompetence, misrepresentation, neglect of duty or other misconduct.

1.6 ADDITIONAL LEAVE

- (a) Full-time permanent Teachers and General Employees (with the exception of school operational services employees) who are employed in the communities of Brewarrina, Bourke, Wilcannia and Cobar may apply to the Principal for three days of paid additional leave per school year (not being leave pursuant to **Clause 36 – Personal/Carer’s Leave**, or compassionate leave, pursuant to **subclause 39.1** of this Agreement).
- (b) Additional leave will be provided on a pro-rata basis to:
 - (i) part-time Employees; and
 - (ii) temporary Employees engaged for a term of less than a school year.
- (c) Unused additional leave will not accumulate from year to year.

1.7 RELIGIOUS EDUCATION

All Teachers employed by the Employer are required to be suitably qualified to teach religious education. Where qualifications have not been gained prior to appointment, Teachers will need to gain accreditation in accordance with Employer requirements.

ANNEXURE K

OTHER CONDITIONS OF EMPLOYMENT APPLICABLE TO TEACHERS AND GENERAL EMPLOYEES EMPLOYED IN THE DIOCESE OF WOLLONGONG

These provisions shall apply to Teachers and General Employees in Catholic Education in the Diocese of Wollongong (CEDoW), in addition to the provisions of the Agreement except where these provisions are expressly varied by this Annexure:

1. DUTIES AND RESPONSIBILITIES OF TEACHERS

- (a) Teaching is a professional activity that encompasses a wide range of professional responsibilities, duties and workloads. It is agreed that there are core components of work that may be quantified, though there are differences in how this is organised between Secondary and Primary schools. The parties agree it is appropriate to regulate some aspects of these.
- (b) Principals will aim to achieve equity in workloads by using the totality of a Teacher's quantifiable professional duties to identify a balance. This Framework will help provide a high degree of certainty, predictability and consistency within schools and across CEDoW. These components are:
 - (i) School hours;
 - (ii) Supervisory duties;
 - (iii) Meetings outside Face to Face Teaching hours;
 - (iv) Co-curricular activities.
- (c) Standards: The duties and responsibilities of a Teacher are underpinned by the NSW teacher accreditation system, overseen by the NSW Educational Standards Authority (NESA). It provides the Australian Professional Standards for Teachers and defines the knowledge, practice and professional engagement needed for high quality effective teaching that improves student outcomes.

1.2 SCHOOL HOURS

(a) Starting Time

It is expected that all Teachers will be well prepared for the first scheduled teaching activity of each school day. Unless a staff member has been rostered for pre-school supervision or classes, normal starting time for all staff will be no less than 15 minutes before the start of the first scheduled teaching activity (e.g. home room or class), other than on occasions when a morning briefing is held. The starting time for each school will be advised annually to staff.

If there is a proposal to change the starting time of the school, staff will be advised and consulted. Schools, when changing starting times, will set the starting time having regard to the travel and family needs of staff and students.

(b) Recess

- i) In Primary schools, Principals would ordinarily provide a short break for personal reasons on either side of recess for any Teacher rostered on supervision duty for the entire student recess break.
- ii) In Secondary schools, Teachers who are required to undertake supervision during morning recess will be free from face-to-face teaching for at least 20 minutes before or after morning recess.

(c) Lunch

- i) Teachers are entitled to a lunch break of at least 30 minutes free of disruptions and meetings; and are free to leave the school premises during this time provided the school administration is notified according to processes established by the Principal. Principals may require a minimum number of staff to remain 'on site' on any day to meet the school's obligations to care for students, for example in 'emergency' or unforeseen circumstances.
- ii) Teachers who are required to undertake supervision during lunch will be free from face-to-face teaching for at least 30 minutes before or after lunch.

1.3 SUPERVISORY RESPONSIBILITIES

Principals will ordinarily provide an equitable distribution of supervision duties for all full time and part time staff and should consult with staff on developing supervision rosters.

1.4 MEETINGS

(a) Principals in consultation with staff will determine the number of formal meetings or significant school events such as parent/teacher nights, school masses, school open nights, etc. required for particular groups at the start of the school year and publish the dates on an annual or term basis. Over a semester, a teacher may be required to attend up to 20 hours of meetings convened or authorised by the Principal/School Executive which includes all staff meetings, year/grade meetings, subject meetings, committee and curriculum meetings and planning sessions. It excludes pupil free professional development sessions, parent/teacher nights, morning briefings referred to below and other items classed as co-curricular activities or other voluntary collaborative working groups. Teachers who are members of the leadership/executive team would be expected to spend a reasonable amount of additional time each term at meetings.

(b) Dates may be varied after publication if circumstances necessitate a change. Any changes of date will be communicated to staff as soon as practicable. A school may hold an additional meeting in emergency situations.

(c) School Leaders will ordinarily use efficient/creative ways of disseminating information to staff. This should ensure that the time available for meetings is used in a most productive manner.

(d) If required, a staff briefing may be held prior to the commencement of the teaching day. Provided morning briefings do not exceed 15 minutes and are limited to

one per week, or two where unforeseen circumstances require it, such briefings will not reduce the time allocation for formal meetings. Principals should aim to restrict the length of any briefing to enable staff to use the time prior to teaching for professional duties and preparation prior to classes commencing.

1.5 Co-curricular Activities

(a) These are activities (which must be approved by the Principal) designed to complement the formal school curriculum. They are intended to enrich the educational and social development and experiences of students by providing opportunities beyond scheduled classes. Co-curricular activities may involve students and/or parents in events, sports, programmes at the school or another venue and may result from the school's involvement in an association or network of schools.

(b) Co-curricular activities are an integral part of a school's program and this Agreement recognises that all teachers are required to be involved in them consistent with the existing expectations within the Diocese, though the nature and time commitment of approved co-curricular activities may vary considerably. The time commitment by a teacher to co-curricular activities will reflect personal circumstances and professional responsibilities. Part-time teachers should participate to a reasonable degree in extra-curricular activities including attendance at scheduled meetings, camps and excursions, and extra-curricular activities.

(c) Activities such as school camps, retreats, sacramental programs, school concerts, performances and excursions involve a time commitment as well as supervision of students. Such activities are recognised as professional duties for the hours spent outside the "normal" time-tabled school day.

1.6 IMPACT OF ELECTRONIC COMMUNICATIONS ON THE WORKLOADS OF TEACHERS AND GENERAL EMPLOYEES

There is a real potential for the use of ICT services to impact upon the workload of employees during and after formal hours of work.

It is recommended that email in particular be responded to in a reasonable and orderly fashion, prioritising urgent matters and using an 'away message' or other automated response message as required.

Employees are not required to be accessing and responding to work related email or other messaging outside the ordinary hours of work (**paragraph 28.1(b)**). This expectation will be communicated to staff and parents of each school through policy documents, updates and reminders each year.

1.7 ADDITIONAL 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. CEDoW recognises the impact data collection has on the workload of Teachers. CEDoW commits to annually reviewing student data collection processes for their alignment, timing and efficiency and limiting mandated requirements to essential collection for student improvement and compliance purposes.

2. WORKLOADS OF TEACHERS – PRIMARY

2.1 FACE TO FACE TEACHING

The face to face teaching hours of primary school teachers will be no more than 25 hours per week (less the agreed PPT). This period of time is measured from the first bell to the final bell. Teachers are also required to perform other duties pursuant to their role as a teacher.

2.2 PROFESSIONAL PLANNING TIME (PPT)

a) Each full-time teacher will be entitled to 120 minutes of Professional Planning time each week. This provision is to support teachers in achieving learning outcomes for students, for example by planning, programming, and carrying out related administrative responsibilities. The use of PPT for this purpose is determined by the teacher and cannot be utilised for school purposes or subject to direction by the Principal. PPT will be taken on a weekly basis or otherwise as agreed between each Teacher and the Principal.

(b) A part-time teacher whose FTE is not less than 0.2 is entitled to pro rata PPT. A teacher who is on a load of 0.6 FTE or less may be required to take their proportion of their PPT in a way that is mutually convenient for the teacher as well as for the school.

(c) In addition to their PPT as a teacher, Middle Leaders (Coordinators) will be given further time to perform their duties as Middle Leader under the direction of the Principal as follows:

(i) one hour per week for a one point Middle Leader.

(ii) two hours per week for a two point Middle Leader. No two point Middle Leader will have less than a half day per week.

(iii) three hours per week for a three point Middle Leader.

(d) In addition to the PPT as a Teacher, an Assistant Principal will be given further time of five hours per week to perform their duties as Middle Leader under the direction of the Principal. Unless otherwise agreed between the Assistant Principal and the Principal, an Assistant Principal shall take this time in a block of at least one day per week.

(e) PPT will be made available to teachers in the event of sport and swimming carnivals, or public holidays occurring on their day of PPT. The PPT will ordinarily be rescheduled, at a time agreed between the Teacher and the Principal. PPT will not be rescheduled where Teachers miss PPT due to long service leave or leave without pay.

(f) PPT will not be rescheduled when a Teacher is on Personal/Carer's leave except to the extent that the PPT has accrued for days worked, and PPT will not be accrued while a staff member is on Personal/Carer's leave.

(g) Schools are encouraged to ensure that whole of school professional development days are not scheduled on the same day of the week in any given year.

2.3 ADDITIONAL SUPPORT FOR TEACHERS WITH LARGER INSTRUCTIONAL GROUPS

(a) Principals are responsible, within the context of this Agreement, after consultation with the staff, for delivering an equitable workload, including consideration of the balance between the instructional group size and teaching loads, and the comparability of workloads of

the teachers, including students with high educational needs, or behaviour management issues or larger instructional groups.

(b) In general the size of an instructional group / cohort led by a teacher in Early Stage 1 should not exceed 25, in Stage 1, should not exceed 27, and Stage 2 and 3 should not exceed 30.

(c) Where an instructional group exceeds these sizes Primary Principals will provide Larger Instructional Group Support (LIGS) to the teacher of such classes from 2018.

(d) In October each year, based on staffing formula projections, CEDoW will add LIGS staffing in the following year, in addition to the base staffing provision, for each school with larger instructional groups. This will be based on the instructional group size data provided by each school. In the event the instructional group size reduces, the LIGS may be withdrawn from that instructional group and provided to other global staffing needs in the school. If an additional instructional group becomes eligible for the LIGS, the provision will be made available to the school.

(e) The LIGS formula will provide additional Teacher time, that cannot be converted into other forms of support, in accordance with the following

CLASS SIZE	KINDERGARTEN – TEACHER FTE	YEARS 1-2 – TEACHER FTE	YEARS 3-6 – TEACHER FTE
26 or 27	0.1FTE (1 day) per fortnight	-	-
28 - 30	0.15FTE (1.5 days) per fortnight	0.05 FTE (1/2 day) per fortnight	-
31	0.2FTE (2 days) per fortnight	0.1FTE (1 day) per fortnight	0.1FTE (1 day) per fortnight
32	0.25FTE (2.5 days) per fortnight	0.15FTE (1.5 days) per fortnight.	0.15FTE (1.5 days) per fortnight

(f) The LIGS provision is for the support of the specific class to which it is allocated and the Principal will inform the class Teacher of the support and will consult with the Teacher about the delivery of the LIGS in their class. This may include, but is not limited to, additional PPT time for the class teacher, services of a specialist teacher (e.g. Literacy Coach, EALD or Special Needs trained teacher), other teacher in-class support for a set group of students.

(g) In addition to the support set out in **subclause 2.3**, from 2018 and for the life of this agreement, the base staffing formula will be altered to further support early learning strategies years Kindergarten, year 1 and year 2.

(h) The use and distribution of the balance of the staffing resources will be the subject of consultation between school leadership teams and Teachers of these classes.

2.4 FORMATION OF INSTRUCTIONAL GROUPS

(a) The school may establish instructional groups, that is, groups where there is direct teaching and learning engaged in by a teacher whether with a whole year or stage cohort or part of a cohort. Where such arrangements are to be introduced into a school, the Principal will consult with teachers and provide related professional development to support changes in pedagogical practices.

(b) Teachers from time to time may be responsible for different cohorts of students in their instructional group, which may vary in size across a school year, subject to the provisions of this Annexure. As part of the planning processes the school community should take into account:

- (i) enabling and encouraging the active enrolment of Catholic students to the school;
- (ii) particular students with high educational needs that are not addressed by the special needs support formula;
- (iii) the management of students with behavioural needs including assessing the likely behaviour of difficult students;
- (iv) recognising the age and development of students;
- (v) the Pastoral Care needs of students; the safety needs of staff and students;
- (vi) the school curriculum including the nature of the subject and the methods of teaching used and the possibility to optimise student learning opportunities through varied forms of teaching arrangements such as stage I team teaching, small groups, one to one teaching, etc.;
- (vii) the support staff available to assist with the students;
- (viii) the staffing allocation, other resources and facilities available to the school, including the financial resources available to the school.

(c) On receipt of the staffing advice from Human Resource Services and as part of the structuring of classes for the following school year,

- (i) the Principal will consult with the staff as a whole in Term 4;
- (ii) the Principal will develop a staff allocation plan for the school, details of which will be provided to individual teachers and will include how, in addition to the LIGS provided pursuant to **subclause 2.3** above, additional support may be provided pursuant to the outcome of the consultative process. Such additional support may include PPT, Learning Support Services Employee hours, professional development and team teaching arrangements if applicable. The Principal retains discretion to alter staffing allocation plans to meet the needs of the school, the needs of the teachers and the needs of the students within the parameters of this Annexure;
- (iii) the Principal will consult staff about any such changes that affect their cohort.

Further support derived from the school's allocation will normally be through options such as a different workload in other areas of a teacher's professional life, a reduction in some other aspect of a teacher's duties, team teaching or release during critical times such as report writing.

3. WORKLOADS OF SECONDARY TEACHERS

3.1 SCHEDULED TEACHING

(a) Full time teachers will be required to teach a maximum of 20 hours scheduled teaching.

(b) Scheduled teaching" means all scheduled classes including supervised study groups, whether that class is a single student or a group and includes classes held after or before the usual school day (other than sport) and sport/activities during the normal day.

3.2 OTHER RELATED DUTIES

Teaching, home room duties and assembly time will not exceed 21.0 hours per week averaged across a school term.

3.3 EXTRAS

An extra, is an allocated supervisory period of time above the teacher's regular full-time workload as defined in Clause 4 (or pro rata workload for part-time teachers).

Over the course of a year, teachers may expect to take up to 15 hours of extras with not more than five hours of extras per term. Where a serious emergency arises in a local school additional 'extras' could be allocated.

3.4 TEACHERS OF HSC CLASSES

A teacher of HSC classes may be required to teach timetabled classes up to 30% of their year 12 load after the commencement of the HSC examinations or alternatively may be assigned duties of up to 50% of their year 12 load. Provisions will be made for teachers who have a continuing commitment to current HSC students.

3.5 TIME FOR MIDDLE LEADERS (KLA)

The Minimum Time for Middle Leaders (KLA) to perform their additional duties is:

- (a) 0.1 FTE for a one point Middle Leader;
- (b) 0.2 FTE for a two point Middle Leader;
- (c) 0.3 FTE for a three point Middle Leader.

3.6 TIME FOR ASSISTANT PRINCIPALS

The minimum time for an Assistant Principal to perform their additional duties as part of their executive release is 0.5 FTE or greater, commensurate with the size of the school.

3.7 CLASS SIZES IN SECONDARY SCHOOLS

- (a) In general the size of a class in Years 7, 8, 9 and 10 should be limited to 30 and a class in Years 11 and 12 should be limited to 25.

- (b) The parties acknowledge that in limited circumstances some class sizes might exceed the above figure by a small number
- (i) due to streaming in some subjects;
 - (ii) due to changes in student selection of electives in Year 11;
 - (iii) due to the need to support small candidature course in senior years;
 - (iv) where trend data suggests that the class sizes at the start of Term 1 will decline over the course of the semester.
- (c) By agreement the teacher will receive an adjustment in another part of their professional life. Where this occurs, the Principal (or delegate) will discuss with the teacher affected, how the teacher shall be supported no later than 4 weeks after the commencement of the course, for example by the provision of additional release time or in other ways which best meets the need of the teacher.

3.8 PRACTICAL CLASSES IN SECONDARY SCHOOLS

- (a) Practical classes are among those that may require a higher level of care, where they may involve the use of materials and/or equipment, which may be injurious to the health of students or have a significant practical (hands on) component. Not all activities within "practical" classes involve additional risks to students and staff. However many aspects of such classes involve instruction and other low risk activities and facilities vary from school to school regarding the space, set-up and resources.
- (b) Classes conducted within Technical and Applied Studies (TAS) and the Visual Arts component of Creative and Performing Arts should not exceed 24 students. In exceptional circumstances where classes exceed the agreed principle, the Principal and class teacher will discuss appropriate measures that support working with larger class sizes. In TAS practical classes, the number of students must not exceed the number of workstations.
- (c) It is acknowledged that Music, Drama, Physical Education and Science have significant practical components. These practical classes shall be organised and resourced with respect to the outcomes of risk management assessment pursuant to CEDoW's obligations under Work, Health and Safety legislation and a consideration of the learning outcomes being pursued.
- (d) CEDoW agrees to discuss with the IEU over the course of this Agreement class sizes in practical subjects in secondary schools.

4. WORKLOADS – OTHER ITEMS (PRIMARY AND SECONDARY)

4.1 PART-TIME TEACHERS

Part-time teachers shall be required to attend school on the number of days per week which is generally consistent with their scheduled teaching load provided that the Principal has sufficient flexibility to ensure that needs of pupils are met.

A part-time teacher will be:

- (i) assigned a number of hours of face-to-face teaching in proportion to the number of hours assigned to a full-time teacher at that school.
- (ii) assigned supervisory duties in proportion to the number of hours of supervision assigned to a full-time teacher; and

- (iii) required to attend a proportionate number of after-school meetings, on rostered work days.

4.2 CASUAL TEACHERS

A casual teacher will usually work the period and duties of the person they are replacing in Primary schools. However there are occasions when a casual will be employed to provide general support for the school for example as in secondary schools, and therefore the pattern of duties and responsibilities will vary in accordance with the needs of the school but should reflect on a pro rata daily basis the usual duties performed over a week by a full-time teacher at the school. A casual teacher must also be provided with appropriate breaks. The Principal is responsible for ensuring the casual teachers receive their entitlements pursuant to this clause and are treated professionally in general.

4.3 SPECIAL EDUCATION

The Principal (or delegate) will discuss with the teacher and support staff who will have special needs students in their classes, the student's needs and appropriate support for staff such as professional development. Further, the Principal will ensure that appropriate risk management and case management procedures are discussed as soon as possible before the student starts at school or in the class.

5. WORKING OUTSIDE THE NORMAL SPAN OF SCHOOL HOURS

Teachers who are required to teach outside the normal span of school hours (for example in special subjects that cannot be accommodated in the school timetable) shall, in consultation with their Principal have their work responsibilities adjusted accordingly to compensate for the teaching outside the normal span of school hours. Such teachers will preferably be provided with corresponding time off for the additional time in attendance, at the beginning or end of a school day.

6. SUPPORT FOR BEGINNING TEACHERS

6.1 A loading of 0.075 FTE is available for each full time beginning teacher on 1.0 FTE in their first year of teaching. This may be prorated for staff not on full time or on less than 1.0 FTE. 0.075 FTE equates to a total of fifteen days, five of which may be utilised by the CEO for the purposes of providing induction, mentoring support, classroom management, programming support and religious education formation. Five days must be used by the school to assist the beginning teacher by providing extra release time for planning, programming and consultation, and the balance of five days used to release other staff for mentoring activities directed at assisting the beginning teacher.

6.2 A loading of 0.025 FTE is available for each full time beginning teacher on 1.0 FTE in their second year of teaching. This may be prorated for staff not on full time or on less than 1.0 FTE. 0.025 FTE equates to five days. These days must be used by the school to assist the beginning teacher by providing extra release time for planning, programming and consultation, and may also be used to release the mentor(s) for the purpose of assisting the beginning teacher.

6.3 These provisions aim to assist early career teachers seeking accreditation at Proficient Level.

7. MIDDLE LEADER POSITIONS

7.1 INTRODUCTION

A position referred to in this Annexure as a “Middle Leader” shall be deemed to be a Coordinator for the purposes of other provisions in this Agreement, including in particular **Clause 19 - Promotions Positions for Teachers**.

CEDoW is committed to the development of a Middle Leader cohort in schools and across the Diocese that will enhance the education in Diocesan schools and provide a basis for future school leaders to emerge. CEDoW will commit resources to support this cohort where such resources are to support the work of Middle Leaders towards educational leadership of staff under their management and to support measures to reduce the administrative tasks of Middle Leaders. CEDoW is committed to providing resources in accordance with the formula set out in **Attachment A Middle Leadership in Secondary and Primary Schools** of this Annexure.

7.2 MIDDLE LEADER AND MIDDLE LEADER 1

A “Middle Leader” means a teacher appointed to be responsible for: leadership of teachers including the management of the work in an area or areas of a school whether in an area of instruction and curriculum, including the delivery of the curriculum in Key Learning Areas, the supervision and support of students, the co-ordination of pastoral care or other programs and any other responsibilities or a combination of responsibilities as determined by the Principal. A Middle Leader is an appointment where the teacher is allocated a monetary allowance equivalent to that received by a Middle Leader 2 or 3 (also known as Coordinator 2 or 3 within this Agreement).

A “Middle Leader 1” is an appointment where the teacher is allocated a monetary allowance equivalent to that received by a Middle Leader 1 (also known as a Coordinator 1 within this Agreement).

7.3 ADVERTISING MIDDLE LEADER POSITIONS

Appointment to a Middle Leader position will be made on the basis of merit and normally will be advertised either within a school, or externally where there is an appropriate FTE to support the leadership position.

It is the intention of the parties that there is transparency in Middle Leader appointments.

7.4 MIDDLE LEADER 1 AND SPECIAL PROJECT POSITIONS

Middle Leader 1 and Special Projects Positions will normally be advertised within a school, or within a set of grouped schools where there is an appropriate teaching vacancy to support the position. Where the relevant position is a Special Project Position it shall be advertised as such and indicate the nature of the project and the expected length of the contract.

7.5 APPOINTMENT TO MIDDLE LEADER POSITIONS

The provisions of this sub-clause apply to all new Middle Leader positions arising after the commencement of this Agreement. Middle Leader positions include those with responsibility for the delivery of the curriculum in Key Learning Areas.

All appointments to Middle Leader positions, other than Middle Leader 1 positions or Special Project Positions, shall be for a first period of appointment of four years, and, unless there is unsatisfactory performance, a second period of appointment of three years, and, unless there is unsatisfactory performance, for a third period of three years. At the conclusion of the third

period of appointment, the position will be deemed to be vacant and advertised. The incumbent will be eligible to reapply.

7.6 APPOINTMENT TO MIDDLE LEADER 1 POSITIONS

Appointments to Middle Leader 1 Positions will typically be for a period of one school year. Schools may appoint a Middle Leader 1 for a period of longer than one school year but not more than three school years, or equivalent.

7.7 MIDDLE LEADER AS A SPECIAL PROJECT APPOINTMENT

Schools from time to time may appoint staff to hold positions of Special Responsibility. These may be for periods shorter than a school year, and may be with the allowance, or with the allowance converted into hours and combined with the hours attached to this position in accordance with the consultative arrangements of “Determining the Structure and Utilisation of Middle Leader Resources”.

The position in most cases will be equivalent in resource value to a 1 point coordinator, but after consultation the School Leadership may appoint at a 2 point resource value level. However such an appointment will not have any right of renewal and the length of contract will not be greater than 12 months. This role may be for a range of responsibilities but is primarily to be focused on developing and implementing outstanding teacher practice and leadership with particular reference to the performance and quality of teachers in the school, or alternatively, for an employee required to perform other duties (of comparable level including in the area of pastoral care) requiring a high level of professional expertise.

7.8 ACTING APPOINTMENT TO MIDDLE LEADER POSITIONS

A teacher required by the Diocese to act in any Middle Leader position for at least 10 consecutive school days shall be paid at the rate prescribed for that position, provided that the teacher shall not be required to carry out such duties in a relieving capacity beyond a school year or for more than 52 calendar weeks whichever is the greater. Appointment for more than 10 days and less than 4 school weeks will be made at the Principal's discretion in consultation with the Catholic Education Office (CEO). Appointment for a period of 4 weeks or greater will be advertised suitably, where prior notice of a vacancy is given to the Principal or the CEO.

7.9 MIDDLE LEADER (KLA) CAREER CHANGE AGREEMENTS

As part of a step down strategy and to support succession planning in schools of the Diocese, Middle Leaders (KLA) with greater than fifteen years' service in the Middle Leader role may apply for a career change package on the following terms:

- (a) the Middle Leader will step down to a teaching position at least one year prior to taking the career change;
- (b) in that year the Middle Leader will continue to receive the allowance of a Middle Leader (KLA), as well as a release of 0.025 FTE to mentor a new Middle Leader in the faculty;
- (c) at the conclusion of that year the Middle Leader shall take a career change package in accordance with the current Diocesan rate.

7.10 TERMINATION OF MIDDLE LEADER POSITIONS

Where a performance issue has been identified with respect to a Middle Leader, and is addressed pursuant to the staff relations policy, CEDoW may terminate the contract provided there is due process as per published procedures, may extend the appointment of a Middle Leader for a further contract if satisfied that performance is improved, or may elect to appoint the Middle Leader for a provisional period of one year to address specific areas of concern. Before the end of the provisional period, the Middle Leader's performance may be subject to further review.

If a Middle Leader appointment is not renewed as a result of unsatisfactory performance, in circumstances where due process has not been followed and the teacher returns to a teaching position within the Diocese, the teacher would receive the relevant Middle Leader allowance for one school year.

In circumstances where a teacher's promotion position is restructured and there have been no issues of performance, he/she will be paid the equivalent allowance for a period of 12 months after the restructuring of the position, and will be required to undertake similar duties and responsibilities in that period.

8. ASSISTANT PRINCIPALS

8.1 PERIOD OF APPOINTMENT

An Assistant Principal (AP) will be appointed after selection on merit and suitability to the role and responsibilities, for three periods of contracts, where each contract is for a period of not greater than four years in length. At the end of the third contract period, the position will be open to competition in accordance with Diocesan procedures.

All substantive AP appointment periods will conclude at the end of a semester whether that is the end of a school year or not.

At the end of twelve years (3 periods of 4 year contracts) from the start of employment, the AP position will be declared vacant and the incumbent will be eligible to apply for the vacant position. Where the AP is unsuccessful in filling the vacancy in the school the employee will be given a Middle Leader role for one year and thereafter a teaching role. Should the teacher indicate a preference to move to another school the Diocese will work to facilitate that outcome.

This clause will operate for all vacancies for AP positions arising after the commencement of this Agreement.

8.2 PAYMENT OF SALARY

An Assistant Principal shall be paid the salary which is no less than the salary Band 2 (Proficient Teacher) Level 5, together with the applicable allowance for a school of that size from time to time under this Agreement.

9. REDEPLOYMENT PRINCIPLES

CEDoW is committed to supporting the ongoing employment of existing full-time or part-time teachers in ongoing positions who are affected by decisions involving the restructuring, amalgamation or closure of schools.

In the first instance all efforts will be made to avoid the need for redeployment of staff by accommodating staff within the affected school or systemic school community in which the school is located. Additional travel time for teachers appointed to a school within the same systemic school community should generally not be greater than 20 minutes each way and the total travel time of the teacher should not exceed 45 minutes each day. Where there is a need for redeployment of staff, rather than positions the IEU will be advised of the circumstances.

In order to minimise the circumstances in which a redeployment may be necessary, notwithstanding the provisions in relation to temporary teachers in **subclause 11.6** of this Agreement, a teacher may be appointed on a temporary basis if the Diocese considers that the staffing of that or another school in the precinct will or may be reduced in the following year and the temporary appointment will facilitate placement of permanent teachers from the affected school.

In rare circumstances, the Diocese may call for expressions of interest in voluntary redundancy. When considering redeployment of a teacher following restructuring, to a school other than their current school, the following principles will normally apply:

- (a) regard for the individual circumstances surrounding the decision;
- (b) a teacher's professional capability, skills and career needs;
- (c) the teacher's current place of residence and the ease of travel;
- (d) the impact on student learning and teaching;
- (e) the existing composition (i.e. employment status) of the school staff;
- (f) the culture of the school to which the teacher may be redeployed;
- (g) the needs of the system, including the efficient allocation/ management of resources.

10. ELECTRONIC COMMUNICATIONS OF PAY SLIPS, AWARDS AND LETTERS OF APPOINTMENT

Where a teacher has access to the Employee Self Service module of the Empower Human Resources Information System, the written pay advice will be available through that service.

CEDoW will provide electronic copies of relevant industrial instruments, whether Awards or the Enterprise Agreement, or changes to those instruments, through CEDoW's electronic infrastructure.

11. COUNSELLING

The CEO provides access to an Employee Access Programme to all staff in the Diocese. From time to time staff may seek to make other arrangements including accessing leave to attend appointments in the school day. As far as possible the Diocese and schools will facilitate attendance by the granting of leave. Such leave may be taken as Leave with Pay (LWP) where there is an entitlement to such leave. The LWP will be deducted from the teacher's sick leave or long service leave balance depending upon the type of leave which is taken. Where there is no entitlement to LWP the leave may be taken as Leave Without Pay (LWOP).

12. LONG SERVICE LEAVE

In addition to the provisions of **Clause 38 - Long Service Leave** of this Agreement, the following specific long service leave provisions shall apply to All Staff in the Diocese of Wollongong:

12.1 CONDITIONS OF TAKING LONG SERVICE LEAVE

In addition to the provisions of **Clause 38 – Long Service Leave**, Teachers and General Employees will be required to give adequate notice to allow for replacement staff to be employed if applicable. Generally, one term's notice is reasonable for a Teacher when requesting blocks of long service leave greater than four weeks. The need to provide continuity and consistency for students is a relevant consideration in approving requests. The Principal may also consider any past patterns of access in making decisions to approve requests which may impact on the operation of the school.

12.2 LONG SERVICE LEAVE AT HALF PAY

Provided the minimum period of leave is two weeks, an employee may elect to receive long service leave payments at half pay for the period of leave. The parties understand that 'half-pay' means that over the course of a fortnight an employee will receive one week of paid long service leave, followed by one week of leave without pay. The period of leave without pay will not be deemed as service for the purposes of this Agreement or any statutory entitlement. Generally, long service leave at half pay will be provided for a maximum of one term only.

12.3 LEAVE WITHOUT PAY

Leave without Pay (LWOP) will not normally be granted for a period of more than 12 months, with the exception of an immediate extension to Parental Leave. Casual employment within CEDoW can occur during LWOP periods. All applications for extended leave without pay are via the form attached to the CEDoW Leave without Pay Policy and must be approved by the Principal and the Head of Human Resource Services.

12.4 PART-TIME TEACHERS – COMPRESSION

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

Attachment A to Annexure K
Middle Leader Allocations in Secondary Schools – Diocese of Wollongong

The Diocese will allocate Middle Leader points to Secondary Schools in accordance with the following table:

STUDENT POPULATION	POINTS AVAILABLE
301 - 400	29
401 - 500	31
501 - 600	33
601 - 700	35
701 - 800	39
801 - 900	41
901 - 1000	43
1001 - 1100	45
1101 - 1200	47

In addition each school receives the equivalent of three points for use in accordance with this attachment.

These are the Middle Leaders Resources (MLR). The MLR consists of the monetary allowance expressed as a \$ figure and the time allocation expressed in Full Time Equivalent (FTE) or \$ equivalents. The needs of the school will determine the role of the Middle Leader.

ALLOCATION OF MIDDLE LEADER RESOURCES TO K-12 SCHOOLS

Currently, St Francis Catholic College at Edmondson Park is the only K-12 School in CEDoW. The allocation of Middle Leader resources will be at least equivalent to the combined allocation for primary and secondary middle leaders outlined in this agreement, as determined by the respective primary and secondary enrolments.

DETERMINING THE STRUCTURE AND UTILISATION OF MIDDLE LEADERSHIP RESOURCES

Each school will undergo an agreed process for the consultation and decision making as to the utilisation of the resources allocated by the CEO to the school to support the work of the Middle Leaders.

Although the process is one which is based on agreement of the outcomes, the process envisages the following as a prior condition:

In making Middle Leader appointments using the MLR allocated to each school there are a group of core middle leader positions which must be allocated. This core is constituted by the AP or equivalent role (4 points), Learning and Teaching (7 positions worth 2 points), Learning Technology (2 points), VET Coordinator (2 points) and the resources allocated to the leadership in the area of religious practice and Religious Education (3 points). This constitutes an equivalence of 25 coordinator points.

The Principal, after consultation with the school executive, and appropriate consultation with the school community, which includes the Independent Education Union Chapter, will determine the structure of promotion positions to be submitted to the Catholic Education Office having regard to:

- (a) Diocesan mission statement;
- (b) Diocesan and school policy;
- (c) School's strategic plan;
- (d) pedagogical developments;
- (e) curriculum structure and requirements;
- (f) *NSW Education Standards Authority (NESA)* requirements;
- (g) sound management / organisation practices;
- (h) the need to recognise and remunerate added responsibility and work in curriculum, pastoral and administrative leadership;
- (i) actual and future school and pupil needs;
- (j) the results of a school review;
- (k) any other matters consistent within the identified needs of the Diocese and schools;
- (l) such consideration may involve acknowledgment of the structure of the school and the way it delivers face to face instruction, the extent of the number of syllabus options, number of students enrolled in any particular subject, the quantum of FTE and numbers of staff involved in the face to face teaching, experience of the other middle leaders, the levels of assistance available to support learning outcomes through other means, and how best the implementing of mentoring, team planning, and development of subject specific needs are to be met;

- (m) other practical proposals to keep the distribution of the resources fair and equitable.

Upon development of the proposed set of criteria it shall be published to the school community. The school community includes the middle leaders as a group. The Principal shall, on submitting the proposed structure of promotion positions and the proposed allocation of resources to CEDoW, publish this to the school community.

In the school's structuring of the Middle Leader resources there will be the allocation of 7 Middle Leader positions supporting learning and teaching through the management of delivery of the curriculum.

PRIMARY SCHOOLS

The Middle Leader Resources for Diocesan primary schools will be determined by the school student population at the August Census in the previous school year as follows:

Primary Middle Leader Positions

STUDENT POPULATION	POINTS AVAILABLE
101 -150	6
151 - 200	7
201 - 250	9
251 - 300	10
301 - 400	11
401 - 500	12
501 - 600	13
601 - 700	15
701 - 800	15
800+	15

The points available are for the allocation of the following positions:

- (a) An Assistant Principal whose position is worth 4 points.

- (b) A Religious Education Middle Leader whose position is worth 2 points.
- (c) A Middle Leader 3 whose position is worth 3 points.
- (d) A Middle Leader 2 whose position is worth 2 points.
- (e) A Middle Leader 1 whose position is worth 1 point.

The positions appointed in each school must not exceed the total points available to the school.

ALLOCATION OF RESOURCES FOR PRIMARY ASSISTANT PRINCIPAL ROLES

All schools with an enrolment above 250 must appoint an Assistant Principal. Schools below 250 can either appoint an Assistant Principal on a teaching FTE equivalent of 0.8, or convert the resources to support other Middle Leadership positions.

RELIGIOUS EDUCATION IN CATHOLIC PRIMARY AND SECONDARY SCHOOLS

Where the School Leadership Team considers that supporting the religious education aspect and the catholicity of the schools is better managed through a different arrangement, and this decision has the approval of the Head of Human Resource Services after appropriate consultation with the Parish Priest, the resources allocated to the REC position may be utilised in accordance with the School Leadership Team's decision. The resources must remain to support the purpose and responsibilities attached to the role of REC.

ANNEXURE L

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:

An Employer listed in **subclause 2.1** of this Agreement for both Teachers and General Employees; and

The NSW Catholic Independent Schools Employers listed below for Teachers only:

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

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 M

CATHOLIC SCHOOLS INTRASTATE LONG SERVICE LEAVE PORTABILITY ARRANGEMENT

1. APPLICATION

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:

- (a) **'Employer'** means any Catholic Systemic School or Catholic Independent School listed in **clause 6** to this Annexure.
- (b) **'Former Employer'** means any Employer listed in **clause 6** to this Annexure on the day of an employee's last termination of employment.
- (c) **'New Employer'** means any Employer listed in **clause 6** to this Annexure immediately following an employee's last termination of employment.
- (d) **'Service'** means service as an adult within the terms of the Long Service Leave Act 1955 (NSW), as applicable as at the date of this Agreement
- (e) **'Employee'** means any person employed in a Catholic school listed in **clause 6** or in a Catholic school, Catholic Education Office or Catholic Schools Office operated by an Employer listed in **clause 6** of this Annexure and who is eligible to

be enrolled as a member of the Union.

- (f) **'Union'** means the Independent Education Union of Australia.

4. LONG SERVICE LEAVE PORTABILITY

- 4.1 Entitlement to Long Service Leave will be in accordance with the provisions of the Act, the *Long Service Leave Act 1955* (NSW), 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:
- (a) Prescribed form as set out in Part One of this Annexure;
 - (b) Information sheet as set out in **Part Two** of this Annexure;
 - (c) Details of the employee's long service leave entitlements (refer **paragraphs 5.4(a) to 5.4(f)** below); and
 - (d) An employee who is eligible to an entitlement to long service leave and/or has completed an initial qualifying period and terminates his/her services with an employer, and accepts a position as an employee with 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,	St. Pius X College, Chatswood

Parramatta

Our Lady of Mercy College, Parramatta	St. Scholastica's College, Glebe Point
Red Bend Catholic College, Forbes	St. Stanislaus' College, Bathurst
Rosebank College, Five Dock	St Vincent's College, Potts Point
Santa Sabina College, Strathfield	Trinity Catholic College, Lismore
Stella Maris College, Manly	Waverley College, Waverley
St Augustine's College, Brookvale	Wollongong Flexible Learning Centre, Towradji
St Mary's Flexible Learning Centre, St Marys	St Laurence Flexible Learning Centre, Broadmeadow

7. ONE YEAR QUALIFYING PERIOD

THE CATHOLIC DIOCESAN SYSTEM AUTHORITY OF:

The Diocese of Armidale	The Diocese of Parramatta
The Diocese of Bathurst	The Archdiocese of Sydney
The Diocese of 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, Wahroonga
Daramalan College, Dickson, ACT	St. Gabriel's School, Castle Hill
Edmund Rice College, Wollongong	St. Gregory's College, Campbelltown

Holy Saviour School, Greenacre	St. Joseph's College, Hunters Hill
Kincoppal-Rose Bay School of the Sacred Heart	St. Lucy's School, Wahroonga
Marist College, Canberra	St. Mary Star of the Sea College, Wollongong
Mater Dei School, Camden	St. Maroun's School, Dulwich Hill
Mount St. Benedict College, Pennant Hills	St Paul's International College, Moss Vale
Mount St Joseph, Milperra	St. Patrick's College, Strathfield
Oakhill College, Castle Hill	St. Patrick's College, Campbelltown
Maronite College of the Holy Family, Parramatta	St. Pius X College, Chatswood
Our Lady of Mercy College, Parramatta	St. Scholastica's College, Glebe Point
Rosebank College, Five Dock	St. Stanislaus' College, Bathurst
Santa Sabina College, Strathfield	St Vincent's College, Potts Point
Stella Maris College, Manly	Trinity Catholic College, Lismore
St. Augustine's College, Brookvale	Waverley College, Waverley
St. Charbel's College, Punchbowl	St 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
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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:

- (a) Application to transfer long service leave entitlements; and
- (b) 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 N
**AUSTRALIAN PROFESSIONAL
STANDARDS FOR TEACHERS**



Acknowledgement of Country

The Australian Institute for Teaching and School Leadership (AITSL) acknowledges the traditional custodians of the land, sea country and waterways from across Australia. We honour and pay our respects to their Elders past, present and emerging.

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. 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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AITSL 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.

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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 Quality*³ and the *Melbourne Declaration on Educational Goals for Young Australians* (the Melbourne Declaration),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."⁵

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 Standards 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.

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

Organisation of the Standards

The Standards 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	Refer to the Standard at each career stage
	2. Know the content and how to teach it	
Professional Practice	3. Plan for and implement effective teaching and learning	Refer to the Standard at each career stage
	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	Refer to the Standard at each career stage
	7. Engage professionally with colleagues, parents/carers and the community	

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 seven Standards

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.

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



Domain: Professional Knowledge

Standard 1: Know students and how they learn

Descriptor at career stage			
Graduate	Proficient	Highly Accomplished	Lead
Focus area 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.
Focus area 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.
Focus area 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.

Descriptor at career stage			
Graduate	Proficient	Highly Accomplished	Lead

Focus area 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.
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Focus area 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.
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Focus area 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.
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Domain: Professional Knowledge

Standard 2: Know the content and how to teach it

Descriptor at career stage			
Graduate	Proficient	Highly Accomplished	Lead

Focus area 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.
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Focus area 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.
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Focus area 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.
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Descriptor at career stage			
Graduate	Proficient	Highly Accomplished	Lead

Focus area 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.
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Focus area 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.
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Focus area 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.
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Domain: Professional Practice

Standard 3: Plan for and implement effective teaching and learning

Descriptor at career stage			
Graduate	Proficient	Highly Accomplished	Lead

Focus area 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.
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Focus area 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.
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Focus area 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.
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Focus area 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.
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Descriptor at career stage			
Graduate	Proficient	Highly Accomplished	Lead

Focus area 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.
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Focus area 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.
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Focus area 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.
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Domain: Professional Practice

Standard 4: Create and maintain supportive and safe learning environments

Descriptor at career stage			
Graduate	Proficient	Highly Accomplished	Lead

Focus area 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.
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Focus area 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.
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Focus area 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.
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Descriptor at career stage			
Graduate	Proficient	Highly Accomplished	Lead

Focus area 4.4 Maintain student safety

Describe strategies that support students' wellbeing and safety working within school and/or system, curriculum and legislative requirements.	Ensure students' wellbeing 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 wellbeing and safety.	Evaluate the effectiveness of student wellbeing policies and safe working practices using current school and/ or system, curriculum and legislative requirements and assist colleagues to update their practices.
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Focus area 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.
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Domain: Professional Practice

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

Descriptor at career stage			
Graduate	Proficient	Highly Accomplished	Lead

Focus area 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.
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Focus area 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.
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Focus area 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.
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Descriptor at career stage			
Graduate	Proficient	Highly Accomplished	Lead

Focus area 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.	Coordinate student performance and program evaluation using internal and external student assessment data to improve teaching practice.
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Focus area 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.
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Domain: Professional Engagement

Standard 6: Engage in professional learning

Descriptor at career stage			
Graduate	Proficient	Highly Accomplished	Lead

Focus area 6.1 Identify and plan professional learning needs

Demonstrate an understanding of the role of the <i>Australian Professional Standards for Teachers</i> in identifying professional learning needs.	Use the <i>Australian Professional Standards for Teachers</i> and advice from colleagues to identify and plan professional learning needs.	Analyse the <i>Australian Professional Standards for Teachers</i> 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 <i>Australian Professional Standards for Teachers</i> to plan and lead the development of professional learning policies and programs that address the professional learning needs of colleagues and pre-service teachers.
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Focus area 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.
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Focus area 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.
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Descriptor at career stage			
Graduate	Proficient	Highly Accomplished	Lead

Focus area 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.
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Domain: Professional Engagement

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

Descriptor at career stage			
Graduate	Proficient	Highly Accomplished	Lead
Focus area 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.
Focus area 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.
Focus area 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 wellbeing.	Demonstrate responsiveness in all communications with parents/carers about their children's learning and wellbeing.	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.
Focus area 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

Term	Definition
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.
Broad	Ensuring variety, not narrow or limited; i.e. comprehensive in content, knowledge, experience, ability, or application.
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.
Classroom	Physical environment where learning takes place, including: <ul style="list-style-type: none"> classrooms in schools rooms in early childhood education and care services other areas where teaching and learning occurs.
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, and teachers' aides.
Context	The set of circumstances or facts that surround a particular event, situation or environment.

Term	Definition
Curriculum content	What teachers are expected to teach. 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.
Demonstrate	To show or make evident knowledge and/or understanding.
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.
ICT	Information and Communication Technology; the generation and application of knowledge and processes to develop devices, methods and systems.
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.
Lesson	Learning, including: <ul style="list-style-type: none"> • lessons taught by a teacher in a school • learning opportunities taught by a teacher in an early childhood setting • lessons or learning opportunities taught by a teacher in other education settings.
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.
Pre-service teachers	Students in initial teacher education programs provided by higher education institutions.

Term	Definition
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.
School	Education settings, including: <ul style="list-style-type: none"> • schools • early childhood education and care services • other locations where teaching and learning occurs.
Student	Learners, including: <ul style="list-style-type: none"> • students taught by a teacher in a school • children taught by a teacher in an early childhood setting • students / children taught by a teacher in other education settings.
Subject	Specific, recognised body of learning that is described in a curriculum document or is the focus of undergraduate studies.
Teaching area	The curriculum and learning area/s in which the teacher provides instruction.
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.
- 3 Council of Australian Governments (COAG), *National Partnership Agreement on Improving Teacher Quality*, Canberra, 2008, viewed 31 January 2011, <http://www.federalfinancialrelations.gov.au/content/npa/education/national-partnership/past/improving_teacher_NP.pdf>
- 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.

Special Thanks

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ANNEXURE O

NATIONAL TRAINING WAGE

1. TITLE

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

2. DEFINITIONS

In this Annexure:

- (a) adult trainee is a trainee who would qualify for the highest minimum wage in Wage Level A, B or C if covered by that wage level
- (b) approved training means the training specified in the training contract
- (c) Australian Qualifications Framework (AQF) is a national framework for qualifications in post-compulsory education and training
- (d) out of school refers only to periods out of school beyond Year 10 as at the first of January in each year and is deemed to:
 - (a) include any period of schooling beyond Year 10 which was not part of or did not contribute to a completed year of schooling;
 - (b) include any period during which a trainee repeats in whole or part a year of schooling beyond Year 10; and
 - (c) not include any period during a calendar year in which a year of schooling is completed
- (e) relevant State or Territory training authority means the bodies in the relevant State or Territory which exercise approval powers in relation to traineeships and register training contracts under the relevant State or Territory vocational education and training legislation
- (f) relevant State or Territory vocational education and training legislation means the following or any successor legislation:
 - (i) Australian Capital Territory: Training and Tertiary Education Act 2003;
 - (ii) New South Wales: Apprenticeship and Traineeship Act 2001;
 - (iii) Northern Territory: Northern Territory Employment and Training Act 1991;
 - (iv) Queensland: Vocational Education, Training and Employment Act 2000;
 - (v) South Australia: Training and Skills Development Act 2008;
 - (vi) Tasmania: Vocational Education and Training Act 1994,
 - (vii) Victoria: Education and Training Reform Act 2006; or

(viii) Western Australia: Vocational Education and Training Act 1996

(ix) trainee is an employee undertaking a traineeship under a training contract

- (g) traineeship means a system of training which has been approved by the relevant State or Territory training authority, which meets the requirements of a training package developed by the relevant Industry Skills Council and endorsed by the National Quality Council, and which leads to an AQF certificate level qualification
- (h) training contract means an agreement for a traineeship made between an employer and an employee which is registered with the relevant State or Territory training authority
- (i) training package means the competency standards and associated assessment guidelines for an AQF certificate level qualification which have been endorsed for an industry or enterprise by the National Quality Council and placed on the National Training Information Service with the approval of the Commonwealth, State and Territory Ministers responsible for vocational education and training, and includes any relevant replacement training package year 10 includes any year before Year 10

3. COVERAGE

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

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

4. TYPES OF TRAINEESHIP

The following types of traineeship are available under this Annexure:

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

5. MINIMUM WAGES

5.1 Minimum wages for full-time traineeships:

(a) WAGE LEVEL A

Subject to **subclause 5.3**, the minimum wages for a trainee undertaking a full-time AQF Certificate Level I–III traineeship whose training package and AQF certificate levels are allocated to Wage Level A by **Appendix 1** are:

	HIGHEST YEAR OF SCHOOLING COMPLETED		
	Year 10 per week \$	Year 11 per week \$	Year 12 per week \$
SCHOOL LEAVER	332.80	366.50	436.60
PLUS 1 YEAR OUT OF SCHOOL	366.50	436.60	508.10
PLUS 2 YEARS OUT OF SCHOOL	436.60	508.10	591.30
PLUS 3 YEARS OUT OF SCHOOL	508.10	591.30	677.00
PLUS 4 YEARS OUT OF SCHOOL	591.30	677.00	
PLUS 5 OR MORE YEARS OUT OF SCHOOL	677.00		

(b) WAGE LEVEL B

Subject to **subclause 5.3** of this Annexure, the minimum wages for a trainee undertaking a full-time AQF Certificate Level I–III traineeship whose training package and AQF certificate levels are allocated to Wage Level B by **Appendix 1** are:

	HIGHEST YEAR OF SCHOOLING COMPLETED		
	Year 10 per week \$	Year 11 Per week \$	Year 12 per week \$
SCHOOL LEAVER	332.80	366.50	424.80
PLUS 1 YEAR OUT OF SCHOOL	366.50	424.80	488.60
PLUS 2 YEARS OUT OF SCHOOL	424.80	488.60	573.10
PLUS 3 YEARS OUT OF SCHOOL	488.60	573.10	653.70

PLUS 4 YEARS OUT OF SCHOOL	573.10	653.70
PLUS 5 OR MORE YEARS OUT OF SCHOOL	653.70	

(c) **WAGE LEVEL C**

Subject to **subclause 5.3** of this Annexure, the minimum wages for a trainee undertaking a full-time AQF Certificate Level I–III traineeship whose training package and AQF certificate levels are allocated to Wage Level C by **Appendix 1** are:

	HIGHEST YEAR OF SCHOOLING COMPLETED		
	Year 10 per week \$	Year 11 per week \$	Year 12 per week \$
School leaver	332.80	366.50	424.80
Plus 1 year out of school	366.50	424.80	478.20
Plus 2 years out of school	424.80	478.20	534.30
Plus 3 years out of school	478.20	534.30	595.20
Plus 4 years out of school	534.30	595.20	
Plus 5 or more years out of school	595.20		

(d) **AQF Certificate Level IV traineeships**

- (i) Subject to **subclause 5.3**, the minimum wages for a trainee undertaking a full-time AQF Certificate Level IV traineeship are the minimum wages for the relevant full-time AQF Certificate Level III traineeship with the addition of 3.8% to those minimum wages.
- (ii) Subject to **subclause 5.3**, the minimum wages for an adult trainee undertaking a full-time AQF Certificate Level IV traineeship are as follows, provided that the relevant wage level is that for the relevant AQF Certificate Level III traineeship:

WAGE LEVEL	FIRST YEAR OF TRAINEESHIP PER WEEK \$	SECOND AND SUBSEQUENT YEARS OF TRAINEESHIP PER WEEK \$
Wage Level A	703.20	730.40
Wage Level B	678.40	704.40
Wage Level C	617.40	640.70

5.2 MINIMUM WAGES FOR PART-TIME TRAINEESHIPS

(a) WAGE LEVEL A

Subject to **paragraph 5.2(f)** and **subclause 5.3**, the minimum wages for a trainee undertaking a part-time AQF Certificate Level I–III traineeship whose training package and AQF certificate levels are allocated to Wage Level A by **Appendix 1** are:

	HIGHEST YEAR OF SCHOOLING COMPLETED		
	Year 10 per hour \$	Year 11 per hour \$	Year 12 per hour \$
School leaver	10.95	12.07	14.37
Plus 1 year out of school	12.07	14.37	16.73
Plus 2 years out of school	14.37	16.73	19.45
Plus 3 years out of school	16.73	19.45	22.26
Plus 4 years out of school	19.45	22.26	
Plus 5 or more years out of school	22.26		

(b) WAGE LEVEL B

Subject to **paragraph 5.2(f)** and **subclause 5.3**, the minimum wages for a trainee undertaking a part-time AQF Certificate Level I–III traineeship whose training package and AQF certificate levels are allocated to Wage Level B by **Appendix 1** are:

	HIGHEST YEAR OF SCHOOLING COMPLETED		
	Year 10 per hour \$	Year 11 per hour \$	Year 12 per hour \$
School leaver	10.95	12.07	13.99
Plus 1 year out of school	12.07	13.99	16.08
Plus 2 years out of school	13.99	16.08	18.87
Plus 3 years out of school	16.08	18.87	21.52
Plus 4 years out of school	18.87	21.52	
Plus 5 or more years out of school	21.52		

(c) WAGE LEVEL C

Subject to **paragraph 5.2(f) and subclause 5.3**, the minimum wages for a trainee undertaking a part-time AQF Certificate Level I–III traineeship whose training package and AQF certificate levels are allocated to Wage Level C by **Appendix 1** are:

	HIGHEST YEAR OF SCHOOLING COMPLETED		
	Year 10 per hour \$	Year 11 per hour \$	Year 12 per hour \$
School leaver	10.95	12.07	13.99
Plus 1 year out of school	12.07	13.99	15.73
Plus 2 years out of school	13.99	15.73	17.57
Plus 3 years out of school	15.73	17.57	19.58
Plus 4 years out of school	17.57	19.58	
Plus 5 or more years out of school	19.58		

(d) **SCHOOL BASED TRAINEESHIPS**

Subject to **paragraph 5.2(f) and subclause 5.3**, the minimum wages for a trainee undertaking a school-based AQF Certificate Level I–III traineeship whose training package and AQF certificate levels are allocated to Wage Levels A, B or C by **Appendix 1** are as follows when the trainee works ordinary hours:

YEAR OF SCHOOLING	
Year 11 or lower per hour \$	Year 12 per hour \$
10.97	12.07

(e) **AQF Certificate Level IV traineeships**

- (i) Subject to **paragraph 5.2(f) and subclause 5.3**, the minimum wages for a trainee undertaking a part-time AQF Certificate Level IV traineeship are the minimum wages for the relevant part-time AQF Certificate Level III traineeship with the addition of 3.8% to those minimum wages.
- (ii) Subject to **paragraph 5.2(f) and subclause 5.3**, the minimum wages for an adult trainee undertaking a part-time AQF Certificate Level IV traineeship are as follows, provided that the relevant wage level is that for the relevant AQF Certificate Level III traineeship:

WAGE LEVEL	FIRST YEAR OF TRAINEESHIP PER HOUR \$	SECOND AND SUBSEQUENT YEARS OF TRAINEESHIP PER HOUR \$
Wage Level A	23.12	24.03
Wage Level B	22.29	23.15
Wage Level C	20.31	21.08

(f) Calculating the actual minimum wage

- (i) Where the full-time ordinary hours of work are not 38 or an average of 38 per week, the appropriate hourly minimum wage is obtained by multiplying the relevant minimum wage in **paragraphs 5.2(a) - (e)** by 38 and then dividing the figure obtained by the full-time ordinary hours of work per week.
- (ii) Where the approved training for a part-time traineeship is provided fully off-the-job by a registered training organisation, for example at school or at TAFE, the relevant minimum wage in **paragraphs 5.2(a) - (e)** applies to each ordinary hour worked by the trainee.
- (iii) Where the approved training for a part-time traineeship is undertaken solely on-the-job or partly on-the-job and partly off-the-job, the relevant minimum wage in **paragraphs 5.2 (a) - (e)** minus 20% applies to each ordinary hour worked by the trainee.

5.3 OTHER MINIMUM WAGE PROVISIONS

- (a) An Employee who was employed by an Employer immediately prior to becoming a trainee with that Employer must not suffer a reduction in their minimum wage per week or per hour by virtue of becoming a trainee. Casual loadings will be disregarded when determining whether the Employee has suffered a reduction in their minimum wage.
- (b) If a qualification is converted from an AQF Certificate Level II to an AQF Certificate Level III traineeship, or from an AQF Certificate Level III to an AQF Certificate Level IV traineeship, then the trainee must be paid the next highest minimum wage provided in this Annexure, where a higher minimum wage is provided for the new AQF certificate level.

5.4 DEFAULT WAGE RATE

The minimum wage for a trainee undertaking an AQF Certificate Level I–III traineeship whose training package and AQF certificate level are not allocated to a wage level by **Appendix 1** is the relevant minimum wage under this Annexure for a trainee undertaking an AQF Certificate to Level I–III traineeship whose training package and AQF certificate level are allocated to Wage Level B.

5.5 ADJUSTMENT OF RATES IN THIS ANNEXURE

The rates in this Annexure will be not less at any time than the corresponding rates of pay provided in the *Educational Services (Schools) General Staff Award 2020*. If a rate in this Annexure is less than the corresponding rate in that award, the Annexure has

effect in relation to the Employee as if the Annexure rate were equal to the applicable award rate.

6. EMPLOYMENT CONDITIONS

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

APPENDIX 1 OF ANNEXURE O

ALLOCATION OF TRAINEESHIPS TO WAGE LEVELS

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

1.1 WAGE LEVEL A

TRAINING PACKAGE	AQF CERTIFICATE LEVEL
Aeroskills	II
Aviation	I II III
Beauty	III
Business Services	I II III
Chemical, Hydrocarbons and Refining	I II III
Civil Construction	III
Coal Training Package	II III
Community Services	II III
Construction, Plumbing and Services Integrated Framework	I II III
Correctional Services	II III
Drilling	II III
Electricity Supply Industry—Generation Sector	II III (in Western Australia only)
Electricity Supply Industry—Transmission, Distribution and Rail Sector	II
Electrotechnology	I II III (in Western Australia only)
Financial Services	I II III

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

1.2 WAGE LEVEL B

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

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

1.3 WAGE LEVEL C

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