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catholic education commission of victoria ltd
ACN 119 459 853

Catholic Education Multi-Enterprise Agreement 2022

Diocese of Ballarat, Diocese of Sandhurst, Archdiocese of Melbourne and Lavalla Catholic College, Traralgon

DIOCESE OF BALLARAT CATHOLIC EDUCATION LIMITED

Catholic Education Sandhurst Ltd

Catholic Religious Institute and Ministerial Public Juridic Person Victorian Schools Ltd

Melbourne Archdiocese Catholic Schools

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This published version contains minor changes made during editing,
and is not the legally enforceable version of the enterprise agreement.

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Acknowledgement of Country

The CECV acknowledges the Traditional Custodians of the many lands that encompass our respective dioceses – Ballarat, Sale, Sandhurst and the Archdiocese of Melbourne. We pay respects to their ancestors and Elders past and present, and commit to creating culturally safe schools and walking together towards justice and reconciliation.

PART 1

Application and Operation of Agreement

Part 1 Application and Operation of Agreement

1. Agreement title

This Agreement shall be known as the *Catholic Education Multi-Enterprise Agreement 2022: Diocese of Ballarat, Diocese of Sandhurst, Archdiocese of Melbourne and Lavalla Catholic College, Traralgon*.

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3. Date and period of operation

This Agreement will commence to operate on the seventh day after the date of notice from the Fair Work Commission notifying that the Agreement has been approved and its nominal expiry date will be 31 December 2025.

4. Parties bound

This Agreement shall apply and be binding upon:

(a) the Employers listed in Appendix 9 of this Agreement;

(b) the Employees of the Employers listed in Appendix 9 of this Agreement who are employed to perform work of a kind described in the classifications contained in this Agreement; and

(c) the Independent Education Union of Australia (the Union).

5. Definitions

(a) "Act" means the *Fair Work Act 2009* (Cth) as in force and amended from time to time including Regulations made under the Act.

(b) "AITSL" means the Australian Institute for Teaching and School Leadership.

(c) "Casual Employee" means a Casual Relief Teacher (as defined in clause 11.3) or a Casual Education Support, School Services Officer or CEO Employee (as defined in clause 11.4).

(d) "Catholic education" means:

(i) Catholic schools in Victoria (excluding Xavier College, Kew);

(ii) Catholic Education Offices in Ballarat, Melbourne, Sale and Sandhurst.

(e) "Catholic Education Commission of Victoria Ltd (CECV)" means the body established by the bishops of Victoria to develop policy in relation to Catholic education in Victoria.

(f) "Catholic Education Office (CEO)" means the Catholic Education Office Ballarat, Catholic Education Office Melbourne or Catholic Education Office Sandhurst.

(g) "CEO Employee" means an Employee employed in a Catholic Education Office in a classification under this Agreement.

(h) "Commission" means the Fair Work Commission or its successor.

(i) "Employee" means any person employed by an Employer who is employed to perform work of a kind described in the classifications contained in this Agreement for the purposes of this Agreement. Members of religious institutes and clergy are not Employees.

(j) "Employer" means any body listed in Appendix 9 of this Agreement.

(k) "Enrolment" in respect of a particular year means enrolment as at the Commonwealth Government's February Census in the preceding year.

(l) "Family and domestic violence" has the same meaning as family and domestic violence as defined in the Act.

(m) "Immediate family" has the same meaning as immediate family under the Act at the time of the commencement of this Agreement.

(n) "Ordinary rate of pay" means the current weekly rate for an Employee as prescribed in this Agreement, plus:

(i) any regular weekly over-Agreement payments;

(ii) any Position of Leadership allowance which is paid on a regular and continuing basis;

(iii) any penalties or allowances in the nature of salary;

but does not include:

(iv) any overtime;

(v) any travel allowance;

(vi) any other allowances that are not in the nature of salary.

For the avoidance of doubt, where an Employee elects to access salary packaging provided by the Employer, the Employee's ordinary rate of pay for the purposes of this Agreement will be determined as if the salary packaging arrangements had not occurred.

(o) "Primary class" means any class from Preparatory through to Year 6, inclusive.

(p) "Primary school" means a Catholic school registered by the Victorian Registration and Qualifications Authority (or its successor) as a primary school and includes those schools so registered where classes are held for years up to but not beyond Year 8.

(q) "Registered health practitioner" means a practitioner registered under the *Health Practitioner Regulation National Law (Victoria) Act 2009* (Vic.).

(r) "School term" means such periods as determined by the Victorian Government from year to year.

(s) "School year" means the period from the commencement of the first day of the Victorian government school year in one year to the commencement of the first day of the Victorian government school year in the next year as determined by the Victorian Government from year to year.

(t) "Secondary class" means any class from Year 7 through to Year 12, inclusive.

(u) "Secondary school" means a Catholic school with classes to Year 10 or beyond, registered by the Victorian Registration and Qualifications Authority (or its successor) as a secondary school or junior secondary school and includes those schools so registered where primary classes are held.

(v) "Special school" means a Catholic school registered by the Victorian Registration and Qualifications Authority or its successor as a special school.

(w) "Spouse" means spouse or de facto partner as defined in the Act.

(x) "Teacher" means a person who is registered by the Victorian Institute of Teaching pursuant to the *Education and Training Reform Act 2006* (Vic.).

(y) "Union" means the Independent Education Union of Australia.

(z) "Victorian Registration and Qualifications Authority" means the body or its successor established under the *Education and Training Reform Act 2006* (Vic.).

(aa) "Weekly rate of pay" means the annual salary as specified in the schedules to this Agreement divided by 52.18.

(bb) "WIRC Act" means the *Workplace Injury Rehabilitation and Compensation Act 2013* (Vic.).

6. Service continuity

(a) For the purposes of this Agreement, service shall be deemed to be continuous notwithstanding:

(i) non-term weeks, annual leave or long service leave;

(ii) personal leave supported by any evidence required under the Agreement;

(iii) an absence covered by the provisions of the WIRC Act or the *Transport Accident Act 1986* (Vic.) (**TA Act**);

(iv) any other form of leave granted by the Employer;

(v) any absence with reasonable cause, supported by evidence satisfactory to the Principal/Employer;

(vi) any interruption or termination of the employment by the Employer if such interruption or termination is made with the deliberate intention of avoiding the obligations imposed by this Agreement;

(vii) any interruption to the employment arising directly or indirectly from an industrial dispute;

(viii) a period of less than 16 consecutive working days between an Employee being employed within Catholic education or with the Employer in any one school year.

(b) All other absences from service shall break continuity of service.

(c) In calculating a year of service, the following shall be included:

(i) non-term weeks, annual leave or long service leave;

(ii) personal leave to the extent of paid personal leave;

(iii) absences covered by the WIRC Act to the extent of accident make-up pay;

(iv) absences covered by the TA Act to a maximum of six months;

(v) leave granted with pay;

(vi) leave without pay up to a maximum of 15 days in any one year;

(vii) a period of less than 16 consecutive working days between an Employee being employed within Catholic education or with the Employer in any one school year.

(d) Except as otherwise stated in this Agreement, all other absences shall be excluded.

7. National Employment Standards

Nothing in this Agreement will operate to provide a less favourable outcome for Employees in a particular respect than that provided by the National Employment Standards (NES). Where there is an inconsistency between this Agreement and the NES, and the NES provide a greater benefit to Employees, the NES will apply to the extent of the inconsistency.

8. No further claims

The parties will make no further claims in respect of matters dealt with by this Agreement which will have effect prior to 31 December 2025.

PART 2
General Conditions of Service

Part 2
General Conditions of Service

9. Work organisation

9.1 Work organisation

(a) An Employer may direct an Employee to carry out such duties as are reasonable within the limits of the Employee's skill, competence and training, consistent with the classification structure of this Agreement, provided that such duties are not designed to promote de-skilling.

(b) An Employer may direct an Employee to carry out such duties and use such equipment as may be required, provided that the Employee has been properly trained in the use of such equipment (where relevant).

(c) Any direction issued by an Employer pursuant to clauses 9.1(a) and 9.1(b) shall be consistent with the Employer's responsibilities to provide a safe and healthy working environment.

9.2 Workload/consultation

(a) Workloads and consultation for Teachers are set out in clauses 16 and 60. This clause applies in respect of all other Employees.

(b) No Employee shall be required to perform an unfair, unreasonable or excessive workload. In making determinations about the allocation of work, the Employer shall attempt to provide for equitable workloads.

(c) The Employer will consult with Employees about workload at Consultative Committee meetings in accordance with clauses 16.2 and 16.3.

9.3 Workload commitments

The parties are committed to working together in development strategies to support the workload of Teachers and Principals, which includes:

(a) Strategically planning school-based and Employer-based calendars to support the workload of Teachers and Principals during peak periods.

(b) Fostering collaboration at schools and between schools to enable the sharing of resources and teaching materials.

(c) Developing best practice guidelines for schools on the management of the Nationally Consistent Collection of Data on School Students with Disability.

(d) Using purposeful communication to ensure efficient use of emails, meetings and other communication tools.

(e) Promoting clear boundary setting for Teachers and Principals through consistent communication and email policies.

(f) Reviewing and considering the best ways to manage time spent on non-teaching tasks to ensure that Teachers can focus on teaching and learning.

(g) Developing guidelines to support Teachers and Principals to manage their time effectively.

10. Model flexibility term

10.1 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 Agreement deals with one or more of the following matters:

  (i) arrangements about when work is performed;

  (ii) overtime rates;

  (iii) penalty rates;

  (iv) allowances;

  (v) 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 clause 10.1(a); and

(c) the arrangement is genuinely agreed to by the Employer and Employee.

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

(a) are permitted matters under section 172 of the Act;

(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.

10.3 The Employer must ensure that the individual flexibility arrangement:

(a) is in writing;

(b) includes the name of the Employer and Employee;

(c) is signed by the Employer 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 the Agreement that will be varied by the arrangement;

  (ii) how the arrangement will vary the effect of the terms;

  (iii) how the Employee will be better off overall in relation to the terms and conditions of his or her employment as a result of the arrangement; and

  (iv) the day on which the arrangement commences.

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

10.5 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; and

(b) if the Employer and Employee agree in writing at any time.

11. Types of employment (ongoing, fixed-term and casual)

11.1 General provisions

(a) Employment under this Agreement shall be of an ongoing nature, except as provided under this Agreement for:

(i) employment for a specified period of time;

(ii) Casual Relief Teachers; or

(iii) Casual Education Support, School Services Officers or CEO Employees.

11.2 Employment for a specified period of time

(a) The parties are committed to minimising the use of fixed-term employment.

(b) Employment for a specified period of time will only occur in the following circumstances:

(i) when the position to which the Employee is appointed is to undertake a specific project for which funding has been made available to the Employer for a specified period of time;

(ii) when the Employee is employed only to undertake a specific task which has a limited period of operation;

(iii) when an Employee is appointed as a "replacement Employee":

a. for a specified period of not less than 30 days, to replace an Employee who is absent on approved leave;

b. to backfill for one or more Employees who have returned to work part-time following a period of parental leave under Appendix 1;

c. to replace an Employee whose employment has terminated after the commencement of the school year and the demands of the program or organisation of the workplace require the employment of a person for a specific period of time. The period of appointment must not exceed the end of that school year and no further fixed-term appointment may be made to replace the same Employee;

d. to replace an Employee who has been temporarily seconded to another position and has a right to return to their original position;

(iv) when the Employer has good reason to believe that, should the Employee not be employed for a specified period of time, a redundancy situation will arise, provided that the period of appointment must not exceed the end of that school year;

(v) when an Employee is employed as a Primary School Principal;

(vi) when an Employee is appointed to teach pursuant to a Permission to Teach issued by the Victorian Institute of Teaching, provided that the duration of the term of appointment must correspond to the period for which permission has been granted; and

(vii) when an Employee holds a visa to work in Australia for a limited period, provided that the duration of the term of appointment must not exceed the period for which the visa has been granted.

(c) The duration of a period of an engagement for a specified period of time must not be set to avoid payment of entitlements (such as for non-term weeks) which would otherwise be payable to an ongoing Employee.

(d) All service as an Employee engaged for a specified period of time counts as service in accordance with clause 6.

(e) On application, after three school years in one school on fixed-term appointments, an Employee will be given preference for any appropriate vacancy in that school, all other things being equal.

(f) The Employer must, prior to advertising any position in a particular school for which a current fixed-term Employee in that school may be suitably qualified, give the Employee notice in writing that the position is vacant and, if the Employee applies for the vacancy, must interview the Employee for the position.

(g) An Employee engaged for a specified period of time of one school year or more who will not be immediately re-employed or whose employment will not be extended shall, not less than seven weeks in term time prior to the conclusion of the specified period, be issued with a letter advising them that their employment is terminating. In the event that the Employer fails to issue the letter, the Employee will be paid an amount equal to their ordinary wages for any part of the seven weeks' notice not provided.

(h) The Employers will cause the Union to be provided with relevant data regarding fixed-term employment on a quarterly basis.

(i) In respect of "replacement Employees" (being an Employee replacing another Employee(s) under clause 11.2(b)(iii)):

(i) The letter of appointment must advise the replacement Employee that the Employee being replaced must be identifiable by the Employer and that this information will be made available on request.

(ii) Upon request, the Employer must advise a replacement Employee of the name of the person(s) who the replacement Employee is replacing.

(iii) The Employer must keep a list which details each replacement Employee and, beside the name of each replacement Employee, the name(s) of the Employee(s) the replacement Employee is replacing in that year ("list of names").

(iv) The list of names will be updated by the Employer from time to time, where required.

(v) Where a genuine concern exists regarding the engagement of "replacement Employees" under clause 11.2 (b)(iii), the Independent Education Union Victoria Tasmania (IEU) can request and the Employer must provide the IEU with the list of names as updated from time to time.

11.3 Casual Relief Teachers

(a) A Casual Relief Teacher is a Casual Employee appointed on an ad hoc basis for up to and including 30 consecutive school days in the one school. A Casual Relief Teacher must be a registered Teacher with the Victorian Institute of Teaching.

(b) After 30 consecutive school days of employment in the one school, and where the Employer wishes to extend the appointment, the Teacher shall be appointed as ongoing or, where permissible under clause 11.2(b), for a specified period of time.

(c) A Casual Relief Teacher's rate of pay and classification shall not be subject to clauses 55 to 59 inclusive.

(d) A Casual Relief Teacher shall be paid one dollar more than the rate provided for a Level 5 Teacher under clause 17.5 of the *Educational Services (Teachers) Award 2020*, as varied from time to time, which is inclusive of a 25% loading.

(e) A Casual Relief Teacher is entitled to have payments made into an approved superannuation fund in respect of all hours worked, in accordance with clause 43.5.

(f) For each day on which a Casual Relief Teacher is employed, that Teacher shall be paid for three hours of work for the first three hours of work or part thereof, and at the hourly rate for each subsequent hour or part thereof to a maximum of the daily rate. The daily rate is calculated by multiplying the hourly rate by six hours.

(g) A Casual Relief Teacher will be entitled to an unpaid lunch break of not less than 30 minutes free from duties. This break can be split into two separate breaks. A Casual Relief Teacher must be paid for school recess periods which fall during their hours of engagement.

11.4 Casual Education Support, School Services Officers or CEO Employees

(a) A Casual Education Support Employee or School Services Officer is one who is employed in a school for 35 or less consecutive days per school year.

(b) A Casual Catholic Education Office Administration Employee is one who is employed on an hourly ad hoc basis with a minimum of two hours for up to 15 consecutive days.

11.5 Casual Employees not a Casual Relief Teacher

A Casual Employee who is not a Casual Relief Teacher shall not be entitled to any of the following benefits:

(a) clause 50 – Accident make-up pay;

(b) clause 25 – Annual leave, non-term weeks and leave loading;

(c) clause 28 – Public holidays;

(d) clause 29 – Long service leave;

(e) clause 35 – Examination leave;

(f) clause 36 – Degree and diploma leave;

(g) clause 37 – Infectious disease leave;

(h) clause 39 – Jury service;

(i) clause 27 – Parental leave;

(j) clause 19 – Termination of employment;

(k) clause 21 – Redundancy; and

(l) clauses 71.5, 74.4, 80(f) – Overtime.

11.6 Casual Relief Teachers

A Casual Relief Teacher shall be paid a loading of 25% (as provided for in clause 11.3) in lieu of the following benefits:

(a) clause 50 – Accident make-up pay;

(b) clause 25 – Annual leave, non-term weeks and leave loading;

(c) clause 28 – Public holidays;

(d) clause 29 – Long service leave;

(e) clause 35 – Examination leave;

(f) clause 36 – Degree and diploma leave;

(g) clause 37 – Infectious disease leave;

(h) clause 39 – Jury service;

(i) clause 27 – Parental leave;

(j) clause 19 – Termination of employment;

(k) Part 3 – Teacher classification structure and incremental progression; and

(l) clause 21 – Redundancy.

11.7 Education Support

(a) An Education Support Employee shall be employed as either:

(i) a Category "A" Education Support Employee;

(ii) a Category "B" Education Support Employee;

(iii) a Category "C" Education Support Employee; or

(iv) a "Casual" Education Support Employee.

11.8 School Services Officers

(a) A School Services Officer shall be employed as either:

(i) a Category "A" School Services Officer;

(ii) a Category "B" School Services Officer;

(iii) a Category "C" School Services Officer;

(iv) a Category "D" School Services Officer; or

(v) a "Casual" School Services Officer.

11.9 Categories of Education Support and School Services Officers

(a) A Category A Education Support Employee or School Services Officer is one who normally works 48 weeks per year and receives four weeks' paid annual leave per year in accordance with clause 25 – Annual leave, non-term weeks and leave loading.

(b) A Category B Education Support Employee or School Services Officer is one who normally works during the school term time only and receives paid non-term weeks in accordance with clause 25 – Annual leave, non-term weeks and leave loading.

(c) A Category C Education Support Employee or School Services Officer is one who normally works 45 weeks per year and receives seven weeks' paid non-term weeks in accordance with clause 25 – Annual leave, non-term weeks and leave loading. The Employer must notify the Employee of the weeks of leave at the start of each school year.

(d) A Category D School Services Officer is one who works during school term time only, receives four weeks' annual leave and is stood down consistent with the provision of clause 26.3 of this Agreement at other times.

12. Letters of appointment

12.1 Letter of appointment

(a) Upon engagement, each Employee shall be given a letter of appointment. The letter of appointment must specify:

(i) the category and classification of employment;

(ii) the pay level and commencing rate of pay;

(iii) superannuation entitlements; and

(iv) long service leave entitlements.

(b) This letter must also specify:

(i) for an Education Support Employee, School Services Officer or CEO Employee: hours of duty;

(ii) for a Category B Education Support Employee or School Services Officer: any recall obligations (and conditions and payments thereof);

(iii) for a Category C Education Support Employee or School Services Officer: the weeks of leave for the first school year; and

(iv) for an Education Officer with specific responsibility: the allowance level.

(c) Where the employment is part-time, the letter must also specify the:

(i) full-time equivalent (FTE) (which will not be any more than two decimal places rounding up);

(ii) days upon which work is to be performed; and

(iii) hours of work for Employees other than Teachers or, in the case of Teachers, the number of scheduled class time hours.

(d) Where employment is for a specified period of time, the letter must also specify:

(i) the reason for the employment being of fixed-term duration by reference to clause 11.2(b);

(ii) the relevant circumstances that give rise to that reason;

(iii) the date of commencement of employment and the date of cessation of employment; and

(iv) where the employment is for a specified period of time for the reason specified in clause 11.2(b)(iii), the rights under this Agreement of the Employee being replaced.

13. Managing employment concerns

13.1 Procedural and substantive fairness to apply

(a) The principles of procedural and substantive fairness shall underpin the application of procedures under this clause.

(b) An Employee shall, at all stages of this process, have the right to be accompanied by a union representative or other support person nominated by them, whose role is to support and advise the Employee, ensure natural justice is afforded, assist the Employee to articulate their responses and participate as appropriate.

(c) The procedures under this clause must be followed prior to terminating employment (other than for reason of genuine redundancy), issuing a warning or taking any other disciplinary step.

(d) Under this clause, a "Concern" means a concern or concerns which would warrant the taking of any of the actions stated in clauses 13.4 and 13.5, and includes concerns regarding an Employee's performance and/or conduct and/or capacity.

13.2 Concerns

(a) An Employer who has a Concern(s) regarding an Employee shall, in the first instance, hold discussions about the Concern(s) with the Employee or take every reasonable step to do so.

(b) Following the completion of the process in clause 13.2(a), if an Employer still has a Concern(s), the Employer must advise the Employee of the intent to take no further action in this instance, or advise the Employee in writing of:

(i) the Employer's Concern(s) including the detail of any complaints or allegations;

(ii) proposed date, time and place of the formal meeting to discuss the Concern(s);

(iii) the possible course of action of the Employer. The possible course of action of the Employer may be one or more of the measures prescribed in clauses 13.4 and 13.5. If an Employee Improvement Plan (**EIP**) is the proposed action (see clause 13.4), a draft of the EIP shall be provided at this time;

(iv) whether the Employee is directed not to attend the workplace (on pay), or to perform alternative duties, or to do or refrain from doing any other thing, and the period for which this will occur. In compelling circumstances, such a direction may be given prior to the issue of the written advice; and

(v) the details of a proposed investigation, if any.

13.3 The formal meeting

(a) At the meeting, the Employee will be provided with an opportunity to seek clarification or respond to:

(i) the Concern(s);

(ii) the draft EIP (if applicable);

(iii) any investigation arising from the Concern(s); and/or

(iv) any proposed course of action.

(b) As a result of this formal meeting, the Employer may:

(i) schedule a further meeting with the Employee for the purpose of allowing the Employee to respond to further information or investigation outcomes;

(ii) implement the EIP; and/or

(iii) subject to clause 13.5(a), take one or more of the measures described in clauses 13.5(b), (c) and (d).

(c) The Employer will take every reasonable step to hold this formal meeting.

13.4 Employee Improvement Plan

(a) Where the Concern(s) is appropriate to be addressed by demonstrated improvement over a period of time, the Employer must provide to the Employee an EIP which:

(i) describes the Concern(s);

(ii) sets out the required standards of performance and/or expectations of the Employee's role;

(iii) outlines the training, counselling or other support, as appropriate, to be provided to help the Employee overcome the Employer's Concern(s);

(iv) stipulates the timeframe within which the required standards of work performance and/or expectations of the Employee's role are to be achieved (which should not ordinarily exceed six months unless otherwise agreed between the Employee and the Employer);

(v) proposes a schedule of performance review meetings which will take place during the course of the EIP; and

(vi) provides a copy of clause 13.

(b) Upon making a final decision regarding the outcome of the EIP, the Employer shall advise the Employee in writing as to whether:

(i) the Employer's Concern(s) has been satisfactorily addressed and the EIP is concluded;

(ii) sufficient progress has not been made to conclude the EIP and the Employer intends to extend the period of the EIP; or

(iii) the Employer proposes to implement one of the measures prescribed by clause 13.5.

(c) Any incremental progression which would occur in a period during which an Employee is subject to an EIP shall, subject to the Employer's discretion, be withheld until the Employee is notified that the EIP has been concluded in accordance with clauses 13.4(b)(i), 13.5(b) or 13.5(c). Any such amount withheld shall be backpaid upon the conclusion of the EIP, other than where the EIP concludes in termination of employment under clause 13.5(d).

13.5 Outcomes

(a) Before making a decision to take one of the steps in this sub-clause, the Employer must advise the Employee of the reason for and the proposed course of action, and provide the Employee with an opportunity to respond.

(b) **Warnings**

The Employer may issue the Employee with a warning. The warning must precisely specify:

(i) the Concern(s);

(ii) the Employer's findings (if applicable);

(iii) the Employer's expectations regarding the Employee's performance or conduct in the future; and

(iv) any directions to the Employee in relation to the Employee's conduct or performance appropriate to the situation.

(c) **Removal of Position of Leadership**

The Employer may terminate the Employee's appointment to a nominated Position of Leadership (including a Deputy Principal appointment which is not an ongoing Deputy Principal appointment) by providing the Employee with seven weeks' notice of their removal from the Position of Leadership or payment in lieu of such notice.

(d) **Termination**

The Employer may terminate the Employee's employment (on notice, or summarily) in accordance with clause 19 of this Agreement.

13.6 Renewed concerns regarding performance

If, following the conclusion of an EIP or following a warning, the Employer again has a Concern(s) about matters previously dealt with in respect of an Employee under this clause, the Employer may renew the process in respect of the Concern(s) without first holding the discussions set out in clause 13.2(a).

13.7 Potential criminal conduct

Where allegations against an Employee that are being handled under this clause are also the subject of a criminal investigation or criminal proceedings, the Employer is not required to delay or cease the process under this clause, but the Employer may exercise its discretion to do so.

14. Professional registration and working with children

(a) This clause shall apply in respect of Employees who require professional registration (including Permission to Teach) or a Working with Children Check in order to perform their role.

(b) Where, for any reason, an Employee does not have the required registration or Working with Children Check (or other evidence sufficient to permit them to work) (**Necessary Authority**), the Employer may:

(i) give the Employee generally not less than seven days to obtain the Necessary Authority; and

(ii) give the Employee an opportunity to explain any extenuating circumstances and clarify any matter.

(c) Where, following the steps above, the Employer is satisfied that the lack of Necessary Authority is a result of the actions or omissions of the Employee, and not due to any extenuating circumstances, the Employer may stand down the Employee without pay until the Employee satisfies the Employer that he or she has the Necessary Authority.

15. Variation of hours and/or days and/or times of attendance for part-time Employees

15.1 Variations of hours and/or days and/or times of attendance

Note: This clause does not apply to School Services Officers in relation to changes to the ordinary starting and finishing times of work (see instead clause 74.12).

(a) An Employer cannot make a variation to a part-time Employee's number of hours and/or days and/or times of attendance unless it can be demonstrated that such a variation is required as a result of change in enrolment, curriculum, program, organisation, structure, technology or funding.

(b) In reaching the decision to make a variation to the number of hours and/or days and/or times of attendance of the part-time Employee, the Employer will:

(i) consult with the part-time Employee and give due consideration to the impact of the variation on the part-time Employee's family and personal responsibilities, as well as other relevant circumstances;

(ii) advise the part-time Employee whether the proposed variation is required because of a change in enrolment, curriculum, program, organisation, structure, technology or funding; and

(iii) advise the part-time Employee of the proposed change to hours and/or days and/or times of attendance in writing.

(c) An Employer cannot vary the number of hours and/or days and/or times of attendance of a part-time Employee unless:

(i) the Employer has complied with clause 15.1(b) and the part-time Employee agrees in writing; or

(ii) the Employer has complied with clause 15.1(b) and eight weeks' written notice of the variation is given to the part-time Employee concerned (Employers are encouraged to give 10 weeks' notice). In the absence of the required notice, and where the change involves a drop in salary, the part-time Employee's salary will be maintained at its former level for the period of the notice not given.

15.2 Significant reduction in hours

(a) Where an Employer proposes to reduce the hours of work (FTE) of an Employee, and either:

(i) the reduction in working hours is significant; or

(ii) the Employee has had their hours of work reduced within the preceding two years and the cumulative reduction in working hours is significant;

the Employee may either:

(iii) accept the proposed reduction in working hours; or

(iv) elect to receive a severance payment.

(b) An Employee shall have 21 days in which to confirm in writing to the Employer whether they accept the proposed reduction in working hours, or to elect to terminate their employment and receive a severance payment.

(c) In the event that an Employee does not advise the Employer in writing within 21 days of their decision to accept the proposed reduction or to receive a severance payment, then the proposed reduction in hours will be deemed to have been accepted.

(d) In the event that an Employee gives notice in writing that they have elected to receive a severance payment, the Employer shall provide the Employee written notice of termination of their employment in accordance with clause 19.

(e) Where the part-time Employee elects to receive a severance payment, the Employer shall pay in accordance with the following table:

Period of continuous service	Under 45 years of age	45 years of age or over
Less than 1 year	Nil	Nil
1 year but less than 2 years	4.0 weeks' pay	5.0 weeks' pay
2 years but less than 3 years	7.0 weeks' pay	8.75 weeks' pay
3 years but less than 4 years	10.0 weeks' pay	12.5 weeks' pay
4 years but less than 5 years	12.0 weeks' pay	15.0 weeks' pay
5 years but less than 6 years	14.0 weeks' pay	17.5 weeks' pay
6 years and over	16.0 weeks' pay	20.0 weeks' pay
12 years and over	21.0 weeks' pay	25.0 weeks' pay

"Continuous service" is defined in accordance with clause 6 – Service continuity.

"Weeks' pay" means the ordinary rate of pay for the Employee concerned in accordance with clause 5(n).

(f) Subject to clause 15.2(g), where the entitlement arises because of more than one change of hours, the severance payment will be paid on the highest FTE of the Employee in the preceding two-year period.

(g) Where a part-time Employee was offered and rejected a severance payment by the Employer in lieu of a significant reduction in the Employee's working hours, and the Employee chose instead to accept a significant reduction in working hours, the Employee cannot claim a severance payment in relation to that reduction in working hours.

16. Consultation

16.1 Purpose of consultation

(a) These agreed procedures set out a process for registered primary, secondary and special schools.

(b) The parties acknowledge that staff morale and Employee job satisfaction are enhanced where the views of all Employees are taken into account before decisions are made. The aim of this Agreement is to establish workplace consultative arrangements that ensure the Principal's responsibility, as the Employer's representative, is to make school-based decisions carried out in a framework that enables staff to have input into decisions that affect their working life.

(c) The Principal, as the Employer's representative, has ultimate administrative and operational responsibility for decisions made at the school level, provided that these decisions are made in accordance with the consultation principles outlined in this clause.

(d) "Consultation" means a serious attempt through a fair exchange of views is made in order to reach an understanding and consensus.

For the purpose of this clause, the parties adopt the following comments made by Smith C. in *CPSU, the Community and Public Sector Union v Vodafone Network Pty Ltd* (Print PR911257): "Consultation is not perfunctory advice on what is about to happen. This is a common misconception. Consultation is providing the individual, or other relevant persons, with a bona fide opportunity to influence the decision maker … Consultation is not joint decision making or even a negative or frustrating barrier to the prerogative of management to make decisions. Consultation allows the decision making process to be informed, particularly as it may affect the employment prospects of individuals."

(e) The Principal is responsible for the teaching and learning process within the school. The Principal meets this responsibility in collaboration with staff through a process of consultation, including with the Consultative Committee, in respect to class size, scheduled class time and Positions of Leadership.

(f) Consultation about class sizes, workloads and Positions of Leadership occurs having regard to the professional expectations of Teachers, including the following:

(i) teaching the curriculum;

(ii) curriculum development, preparation, assessment, record keeping and reporting;

(iii) student pastoral care and supervision;

(iv) meetings and administration;

(v) professional development;

(vi) co-curricular activities;

(vii) professional collegial activities; and

(viii) contributing to the mission of Catholic education.

(g) The factors which impinge on the professional expectations of Teachers and influence the workload of an individual include:

(i) class size;

(ii) curriculum mix;

(iii) range of ability of students;

(iv) age of students;

(v) special needs students;

(vi) resources and facilities available; and

(vii) availability of specialist and/or support staff, and school culture.

16.2 Consultative Committee

(a) There shall be a Consultative Committee in each school which will be either that agreed between the Principal and the majority of staff or a Committee comprising:

(i) the Principal;

(ii) two nominees of the Principal;

(iii) two nominees of the Union; and

(iv) one staff nominee elected by and from the total staff.

(b) In a multi-campus school, the composition of the Consultative Committee may include representatives from each campus, provided the total composition retains the same balance of representatives as a single-campus school.

(c) The specified model will apply unless and until there is an agreed alternative. The Union will be given two weeks' notice prior to a vote being taken.

(d) Each member may choose to have a proxy.

(e) The term of office of members and the duration of the model agreed shall be decided at the school, but shall be for a minimum of one year and a maximum of three years.

16.3 Procedures

(a) Meetings of the Consultative Committee may be called by the Principal or by at least three members of the Committee at any time.

(b) The Consultative Committee shall meet each year as often as required.

(c) Consultative Committee meetings will be held within or adjacent to the school day.

(d) The Consultative Committee shall provide recommendations or proposals to the Principal prior to the Principal, as the Employer's representative, making decisions on the following issues:

(i) class sizes;

(ii) scheduled class time;

(iii) total workloads for Teachers including meetings, parent–Teacher meetings and extra/co-curricular duties;

(iv) staff email and other communication protocols, including with parents and after hours; and

(v) Positions of Leadership.

(e) The Consultative Committee will meet in Term 4 in accordance with clauses 16.3(b) and 16.3(c) to discuss and make recommendations to the Principal in relation to the arrangements and schedule of meetings for Teachers for the following school year, with a focus on maximising the efficient use of meeting times.

(f) Reasonable notice of meetings will be given and the agenda, motions and relevant papers shall be distributed in sufficient time to allow consultation prior to the meeting.

(g) Minutes of the meeting shall be made available to the members of the Consultative Committee within two weeks of the date of the meeting. The minutes will contain decisions made and any recommendations/ advice contrary to the decision. The minutes will be made available to staff.

(h) Where a Principal makes a decision which is not consistent with a proposal or recommendation (if a recommendation is made) put forward by at least three members of the Consultative Committee, the Principal shall provide to staff, in writing, the reasons for the decision. The decision will not be implemented by the Principal until the reasons have been provided in writing to staff.

(i) Where the Committee decides that insufficient consultation has taken place, this concern should be taken up formally with the Principal.

(j) Where a grievance arises in relation to the operation of the Committee, clause 22 will apply.

16.4 Information sharing

To facilitate the consultative process, relevant financial, enrolment and resource details should be provided to members of the Consultative Committee by the Principal. The following clauses list data that should be provided:

(a) Previous year actual result:

  (i) recurrent deficit/surplus including recurrent income, private income (including fees) and government grants (Commonwealth and state);

  (ii) recurrent expenditure including salaries and related costs, and other recurrent expenditure;

  (iii) capital deficit/surplus including capital income, private capital income and government grants;

  (iv) capital expenditure, purchases and capital repayments (Commonwealth); and

  (v) bank account balances at end of year.

(b) Budget for current year with actual fee levels per student for previous year and current year, and any additional information which would have an impact on the financial situation of the school.

(c) Demographic data:

  (i) applications for enrolment and number accepted for each of the last three years;

  (ii) student–Teacher ratios for each of the last three years; and

  (iii) details of actual class sizes for previous and current years.

17. Introduction of change

17.1 Employer's duty to notify in relation to the introduction of major change

(a) Where an Employer has made a definite decision to introduce major changes in program, organisation, curriculum, structure or technology that are likely to have significant effects on Employees, the Employer shall notify the Employees who may be affected by the proposed changes and the Union.

  (i) "Significant effects" include: termination of employment; major changes in the composition, operation or size of the Employer's workforce or in the skills required; the elimination or diminution of job opportunities, promotion opportunities or job tenure; the alteration of hours of work; the need for retraining or transfer of Employees to other work or locations; and the restructuring of jobs.

(b) Provided that where the Agreement makes provision for alteration of any of the matters referred to herein, an alteration shall be deemed not to have significant effect.

17.2 Employer's duty to discuss change

(a) The Employer shall discuss with the Employees affected and their union, inter alia, the introduction of the changes referred to in clause 17.1, the effects the changes are likely to have on Employees and the measures to avert or mitigate the adverse effects of such changes on Employees, and shall give prompt consideration to matters raised by the Employees and, where relevant, the Union in relation to the changes.

(b) The discussions shall commence as early as practicable after a definite decision has been made by the Employer to make the changes referred to in clause 17.1.

(c) For the purposes of such discussion, the Employer shall provide in writing to the Employees concerned and the Union all relevant information about the changes including:

  (i) the nature of the changes proposed;

  (ii) the expected effects of the changes on Employees; and

  (iii) any other matters likely to affect Employees provided that any Employer shall not be required to disclose confidential information, the disclosure of which would be inimical to the Employer's interests.

(d) Employees may be represented for the purposes of any discussions held in accordance with clause 17.2.

17.3 Change to regular roster or ordinary hours of work

(a) Where an Employer proposes to change an Employee's regular roster or ordinary hours of work, the Employer must notify the Employee(s) who may be affected by the change ("the relevant Employees") of the proposed change.

(b) The relevant Employees may appoint a representative for the purposes of the procedures in this clause. If a relevant Employee appoints, or relevant Employees appoint, a representative for the purposes of consultation and the Employee or Employees advise the Employer of the identity of the representative, the Employer must recognise the representative.

(c) As soon as practicable after proposing to introduce thechange, the Employer must discuss with the relevant Employees the introduction of the change.

(d) For the purposes of the discussion, the Employer must provide to the relevant Employees all relevant information about the change, including the nature of the change, information about what the Employer reasonably believes will be the effects of the change on the Employees and information about any other matters that the Employer reasonably believes are likely to affect the Employees. However, the Employer is not required to disclose confidential or commercially sensitive information to the relevant Employees.

(e) The Employer must invite the relevant Employees to give their views about the impact of the change, including any impact in relation to their family or caring responsibilities. The Employer must give prompt and genuine consideration to matters raised about the change by the relevant Employees.

18. Educational initiatives

To facilitate the introduction of educational initiatives through pilot programs that schools believe can lead to improved teaching and learning outcomes, schools will be able to determine alternative arrangements to those contained in this Agreement, save that no Employee shall be paid at a rate of pay less than those contained in this Agreement nor be required to perform an unfair, unreasonable or excessive workload. Prior to introducing a pilot program, a school is required to develop a detailed proposal identifying the educational initiative(s), the duration of the program, the desired outcome(s), the consequences for the workload of the staff concerned, and the review and evaluation process. In order to implement any initiative under this clause, the school will need the agreement of:

(a) a significant majority of staff affected;

(b) the relevant Director of a Catholic Education Office; and

(c) the Union.

19. Termination of employment

19.1 Termination by the Employer

An Employer may terminate an Employee's employment in accordance with this clause:

(a) summarily (see clauses 13 and 19.2);

(b) on notice (see clauses 13 and 19.3); and

(c) on notice, as a consequence of redundancy (see clause 19.3).

19.2 Summary dismissal

(a) An Employer may terminate an Employee's employment summarily where that Employee is guilty of serious misconduct; that is, misconduct of a kind such that it would be unreasonable to require the Employer to continue the employment during the notice period.

(b) In such cases, salary shall be paid up to the time of dismissal only.

19.3 Notice of termination by the Employer

(a) Education Support Employees, School Services Officers, Education Officers, Senior Education Officers and Catholic Education Office Administration Employees:

(i) The Employer shall give these Employees the following notice:

Period of continuous service	Period of notice
Less than one year	One week
One year but less than three years	Two weeks
Three years but less than five years	Three weeks
Five years and over	Four weeks

(ii) In addition to the notice in clause 19.3(a)(i), Employees over 45 years of age at the time of the giving of notice, who have not less than two years' continuous service, shall be entitled to an additional week's notice.

(b) Teachers and Principals:

(i) The Employer shall give to the Teacher or Principal the following notice:

Period of continuous service	Period of notice
Less than 10 years in Catholic education and less than five years in their current school	Eight working weeks
10 or more years in Catholic education or five or more years in their current school	12 weeks, nine of which shall be working weeks

(ii) For the purposes of this sub-clause, working week includes any week during a school term as defined.

(c) Payment in lieu of the notice prescribed in clauses 19.3(a) and 19.3(b) shall be made if the appropriate notice period is not given.

(d) Employment may be terminated by the Employer giving part of the period of notice specified and part payment in lieu thereof.

(e) Payment in lieu of notice is calculated by taking the amount of salary an Employee would have received on account of ordinary time which the Employee would have worked during the notice period if the Employee's employment had not been terminated.

(f) The period of notice in this clause shall apply in the case of an Employee whose employment is for a specified period of time.

19.4 Notice of termination by the Employee

(a) The notice of termination to be given by an Employee shall be:

(i) the same as that required of an Employer in clause 19.3(a)(i);

(ii) in the case of a Teacher, seven weeks, of which a minimum of four weeks must be working weeks, where practicable;

(iii) in the case of a Principal, seven weeks; or

(iv) any lesser period of notice agreed to by the Employer.

19.5 Time off during notice period

Where an Employer has given notice of termination to an Employee, an Employee shall be allowed up to one day's time off without loss of pay for the purpose of seeking other employment. The time off shall be taken at a time or times that are convenient to the Employee after consultation with the Employer.

20. Abandonment of employment

If an Employee has been absent from work for a continuous period exceeding five working days where the Employee:

(a) has no entitlement to leave for the absence; or

(b) does not have the consent of the Employer and has not notified the Employer of the absence;

then the Employer shall have the right to commence the abandonment of employment procedures set out in this clause.

20.1 Procedure Step 1

The Employer sends, by certified mail to the last known address of the Employee, a letter which:

(a) states that the Employee is absent without permission from the date of the last required attendance; and

(b) advises that if the Employee, or an authorised representative of the Employee, does not contact the Employer in writing within 10 days of receipt of the notice providing an explanation for the absence or if the Employee does not return to duty, then the Employee will be deemed to have abandoned his or her employment.

20.2 Procedure Step 2

If the Employee, or authorised representative of the Employee, does not comply with the requirements in Procedure Step 1(b), the Employer shall have the right to advise the Employee in writing that the Employee's employment has been deemed to have been abandoned effective immediately.

21. Redundancy

The definitions, procedures and payments for Redundancy are specified in Appendix 2.

22. Dispute procedures

22.1 Dispute settling procedure

Where there is a dispute between an Employee (or Employees) and the Employer about:

(a) the application or interpretation of this Agreement (the matter in dispute); or

(b) the NES;

the following procedures will apply.

22.2 Procedure Step 1

Every attempt shall be made to resolve a dispute, in the first instance, by discussions between the individual(s) directly involved at the workplace and the Employer. This does not preclude the right of either party to seek advice from outside the workplace, nor does it necessitate such an approach where this is impracticable.

22.3 Procedure Step 2

When a dispute is not resolved by Step 1, the Employee or the Employer may each seek the assistance of a representative in order that a further attempt can be made to resolve the matter. The Employee representative may include a union official or union delegate.

22.4 Procedure Step 3

(a) In the event that Steps 1 and 2 fail to resolve the matter, it may be referred by either party to the Commission for its assistance in resolving the matter by conciliation. The matter should not be referred by either party to the Commission prior to the completion of Steps 1 and 2.

(b) Until the dispute is determined, work shall continue normally in accordance with the custom or practice existing before the dispute arose, while discussions take place.

(c) No party shall be prejudiced as to the final settlement by the continuance of work. Health and safety matters are exempted from this sub-clause.

(d) Where the matter is not resolved by conciliation, either party may request that the Commission arbitrate the matter in dispute. Any such arbitration shall be subject to and in accordance with this clause.

(e) In arbitrating the dispute, the Commission may only:

(i) give directions about the process to be followed within the school to resolve the matter in dispute; and/or

(ii) determine the matter in dispute consistent with the limits or standards set by the relevant provisions of this Agreement.

23. Induction

An induction program will be provided to newly appointed Employees (including Graduate Teachers) upon their commencement of employment with a school. While not an exhaustive list, the induction program shall include the following:

(a) materials relevant to the ethos and mission of the school;

(b) provision of and training on school policy and procedures documents;

(c) identification of lines of support and contact persons; and

(d) salary assessment information.

24. Annual review meetings

24.1 Teachers and Deputy Principals

(a) A Teacher and Deputy Principal are required to participate in an annual review meeting with the Principal or the Principal's nominee. This meeting will be formative. The meeting will focus on affirming achievement and suggesting avenues for professional development. For Teachers, this will be in accordance with the AITSL standards of professional practice, the Proficient level.

(b) The annual review meeting may not be used as a substitute for clause 13.

24.2 Education Support Employees

(a) An Education Support Employee may be required to participate in an annual review meeting with the Principal, or Principal's nominee. Such a meeting will focus on affirming achievement and suggesting avenues of professional development.

(b) Where a meeting is required, an Employee shall be advised of the issues to be discussed within a reasonable time prior to the meeting.

(c) The annual review meeting may not be used as a substitute for managing employment concerns (clause 13).

25. Annual leave, non-term weeks and leave loading

25.1 Definitions

(a) A full-time Employee is entitled to 152 hours (20 days) of annual leave in respect of each 12 months of service. Annual leave will accrue progressively during a year of service according to the Employee's ordinary hours of work.

(b) A part-time Employee will be entitled to annual leave on a pro-rata basis.

(c) A Category A Education Support Employee or School Services Officer is one who normally works 48 weeks per year and receives 152 hours (20 days) paid annual leave per year.

(d) A Category B Education Support Employee or School Services Officer is one who normally works during the school term time only and is entitled to non-term weeks without loss of pay. Annual leave will be deemed to have been taken during non-term weeks.

(e) A Category C Education Support Employee or School Services Officer is one who normally works 45 weeks per year and receives seven weeks' paid non-term weeks. Therefore, in addition to clause 25.1(a), a Category C Education Support Employee or School Services Officer is entitled to paid leave of 114 hours (15 days). Annual leave will be deemed to be taken during non-term weeks.

(f) A Category D School Services Officer is one who works during school term time only, receives 152 hours (20 days) annual leave and is stood down consistent with the provisions of clause 26.3 of this Agreement at other times.

(g) A Casual Education Support Employee or School Services Officer is one who is employed for 35 or less consecutive days per school year.

25.2 Annual leave

(a) A CEO Employee (excluding Category B Placed Teachers, Visiting Teachers and School Advisers) is entitled to 152 hours (20 days) paid annual leave (pro-rata for part-time Employees), exclusive of public holidays, per year of service determined in accordance with clause 6 – Service continuity. Annual leave will accrue progressively and may be taken at a mutually agreed time. If the parties cannot agree on a time to take leave, the Employee may, subject to clause 25.3, be directed to take leave so long as that requirement is reasonable.

(b) A Category A Education Support Employee, and a Category A or D School Services Officer, is entitled to 152 hours (20 days) paid annual leave (pro-rata for part-time Employees) per year of service determined in accordance with clause 6 – Service continuity. Annual leave will accrue progressively and may be taken, unless otherwise agreed, during the non-term weeks.

(c) An Employee with an entitlement pursuant to clause 25.2(a) or 25.2(b) of this Agreement may elect, with the consent of the Employer, to take annual leave in single-day periods not exceeding five days in any calendar year at a time or times agreed between them.

(d) A Category A Education Support Employee, a Category A or D School Services Officer, or a CEO Employee (excluding Category B Placed Teachers, Visiting Teachers and School Advisers) who suffers personal ill health or accident, covered by clause 30, while on annual leave is entitled to have an equivalent period of annual leave re-credited and the same period of accrued sick leave deducted, provided that the Employee provides a medical certificate or statutory declaration as soon as practicable.

25.3 Accrued leave

(a) To assist Employees in balancing their work and family responsibilities, an Employee with an entitlement to 152 hours (20 days) annual leave (pro-rata for part-time Employees) may elect to accrue and carry forward any amount of annual leave for a period of two years from the date of entitlement.

(b) If an Employee carries over leave and the two-year carry-over period ends, an Employer may, with the provision of reasonable notice, direct the Employee to take leave so long as that direction is reasonable.

(c) With the consent of the Employer, annual leave may be:

(i) taken in two or more separate periods; and/or

(ii) taken in advance;

provided that where a workplace is closed, the Employee may choose to take the period of closure as either leave without pay or annual leave in advance.

(d) Where the Employee requests payment in advance for the period of the annual leave, payment shall be made in advance, provided that at least four weeks' notice is given to the Employer.

25.4 Payment of accrued annual leave

(a) A CEO Employee (excluding Category B Placed Teachers, Visiting Teachers and School Advisers), Category A Education Support Employee, or Category A or D School Services Officer is entitled to a payment of accrued annual leave on termination of employment.

25.5 Non-term weeks pay

(a) Subject to clause 25.6, a Primary School Principal, Deputy Principal, Teacher, Category B Placed Teacher, School Adviser, Visiting Teacher, Category B Education Support Employee or Category B School Services Officer is entitled to non-term weeks without deduction of pay. Such Employees will be deemed to have taken any entitlement to 152 hours (20 days) annual leave during their paid non-term weeks.

(b) Subject to clause 25.6, a Category C Education Support Employee or Category C School Services Officer is entitled to seven weeks of the non-term weeks without deduction of pay and will be deemed to have taken any entitlement to 152 hours (20 days) annual leave during their paid non-term weeks.

25.6 Pro-rata non-term weeks pay

(a) A Primary School Principal, Deputy Principal, Teacher, Category B Education Support Employee, Category B School Services Officer, School Adviser, Visiting Teacher or Category B Placed Teacher has a pro-rata entitlement to non-term weeks without deduction of pay and will be deemed to have taken any entitlement to annual leave during this period; and a Category C Education Support Employee or Category C School Services Officer has a pro-rata entitlement to seven weeks of the non-term weeks without deduction of pay and will be deemed to have taken any entitlement to annual leave during this period, where:

(i) the Employee is employed for a period of the year less than that worked by other Employees in that classification minus 15 working days; and/or

(ii) an Employee is absent on approved unpaid leave in excess of 15 days during the school year;

provided that this provision shall not be applied where an Employee has moved from one Employer to another Employer during the school year without breaking continuity of service (as defined in clause 6 – Service continuity).

(b) Pro-rata non-term weeks pay shall be calculated on the following basis:

(i) Primary School Principals, Deputy Principals, Teachers, Category B Education Support Employees, Category B School Services Officers, School Advisers, Visiting Teachers and Category B Placed Teachers:

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

Where:

P is the payment due;

S is the total salary paid in respect of term weeks, or part thereof;

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

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

D is the salary paid in respect of non-term weeks, or part thereof, that have occurred since the commencement of the school year.

(ii) For the purposes of this clause, a "school year" means that school's working year for each classification of Employee.

(iii) Category C Education Support Employees or Category C School Services Officers:

$$\frac{\text{Number of weeks worked}}{45} \times 7 \times \text{Employee's weekly rate of pay}$$

from which result shall be deducted the amount already paid for school non-term weeks.

For the purposes of this clause, a working week is any week in the school year, as defined, regardless of the number of working days in that week.

(c) Pro-rata non-term weeks pay is not payable upon termination of employment where an Employee has moved from one Employer to another Employer or one school to another school during the school year without breaking continuity of service (as defined in clause 6 – Service continuity).

25.7 Variation of hours or nature of employment

(a) If, during a year, the number of hours of a part-time Employee are changed, in accordance with clause 15, or an Employee changes from part-time to full-time or vice versa, there shall be a proportionate adjustment to amounts payable under clauses 25.2, 25.5 and 25.8 using the formula under clause 25.6(b).

(b) If an Employee elects to observe a period of half-pay leave in accordance with clauses 4(13) to 4(15) of Appendix 1, an Employee's entitlement to non-term weeks pay under clause 25.5 and leave loading under clause 25.8 will be calculated using the formulas under clauses 25.6(b) and 25.8(c) as if the Employee did not elect to observe half-pay leave and instead observed paid maternity leave or paid adoption leave at their ordinary rate of pay.

25.8 Leave loading

(a) An Employee who has an entitlement to paid annual leave or non-term weeks pay in accordance with clauses 25.2(a), 25.2(b), 25.5(a) or 25.5(b) shall receive a loading of 17.5% on four weeks' pay at the Employee's weekly rate of pay.

(b) The leave loading shall be paid no later than within the last two working weeks of the school year, or at the time of termination of employment as appropriate.

(c) An Employee who has an entitlement to a pro-rata period of leave or pro-rata non-term week pay shall be entitled to a pro-rata leave loading calculated on the following basis:

(i) Category A Education Support Employee, Category A or D School Services Officer, Education Officer, Senior Education Officer, School Adviser, Catholic Education Office Administration Employee or Category A Placed Teacher:

$$\frac{\text{Number of weeks worked}}{48} \times 4 \times 17.5\% \times \text{Employee's weekly rate of pay}$$

(ii) Primary School Principal, Deputy Principal, Teacher, Category B Education Support Employee, Category B School Services Officer, School Adviser, Visiting Teacher or Category B Placed Teacher:

$$\frac{[\text{Weekly salary} \times 4 \times 17.5\%] \times \text{term weeks worked by the Employee in that school year}}{\text{Total term weeks in that school year}}$$

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

$$\frac{\$1000 \times 4 \times 17.5\% = \$700}{\$700 \times 20/38 = \$368.42}$$

(iii) Category C Education Support Employee or Category C School Services Officer:

$$\frac{\text{Number of weeks worked}}{45} \times 4 \times 17.5\% \times \text{Employee's weekly rate of pay}$$

The Employee's weekly rate of pay for all purposes of this clause shall be the rate applicable to that Employee on 1 December of that year or at the date of termination of employment.

25.9 Category B recall

(a) Notwithstanding clause 25.5(a), a Category B Education Support Employee or Category B School Services Officer may be recalled to duty during non-term week periods up to a maximum of six days in each school year. Part-time Employees are subject to the same recall on a pro-rata basis.

(b) Such days shall immediately follow the end of a term or immediately precede the beginning of a term except where there is agreement between the Employer and the Employee that the recall should occur at another time.

(c) An Education Support Employee may only be recalled to perform duties consistent with his or her role.

(d) An Education Support Employee at Level 1 or 2 cannot be required to work in isolated circumstances or to attend for duty under this clause unless a responsible manager is present.

(e) The Category B Employee must be given reasonable notice, being not later than four weeks into the preceding term, except in the case of an emergency where an Employer may not be able to give that notice and the Employee may not be able to comply with the recall.

(f) Where a Category B Education Support Employee or Category B School Services Officer attends for duty under this clause, he or she will be paid an allowance equal to 72.47% of the Employee's daily rate of pay for each day that the Employee attends for duty. Recall allowance is only payable for recall days worked during the gazetted school holidays.

25.10 Category B end of year arrangements

A Category B Education Support Employee or Category B School Services Officer who is required to work beyond the last day of attendance of Teachers for Term 4 can only be required to perform meaningful tasks which are commensurate with the Employee's skills and experience.

25.11 Cashing out of untaken annual leave

(a) A Category A Education Support Employee, School Services Officer or CEO Employee (excluding Category B Placed Teachers, Visiting Teachers and School Advisers) is entitled to forgo an entitlement to take an amount of annual leave credited to the Employee by an Employer, provided:

(i) the Employee gives the Employer a written election to forgo the amount of annual leave;

(ii) the Employer authorises the Employee to forgo the amount of annual leave;

(iii) a separate written agreement is entered into between the Employer and the Employee, confirming the particular amount of annual leave to be cashed out; and

(iv) the Employee receives pay in lieu of the amount of annual leave at a rate that is no less than the rate that, at the time the election is made, is the Employee's basic periodic rate of pay (expressed as an hourly rate).

Note: If, under this clause, an Employee forgoes an entitlement to take an amount of annual leave, the Employee's Employer shall deduct that amount from the amount of accrued annual leave credited to the Employee.

(b) Notwithstanding clause 25.11(a), an Employee is not entitled to forgo an amount of annual leave credited to the Employee by an Employer if the cashing out would result in the Employee's remaining accrued entitlement to annual leave being less than 152 hours (20 days).

26. Leave without pay

26.1 General provisions

(a) While an Employee has the right to apply for leave without pay, the granting of such leave is at the discretion of the Employer.

(b) Leave without pay does not break continuity of service, but is not to be taken into account in calculating the period of service for any purpose of this Agreement where the period of leave without pay is in excess of 15 days in a school year.

(c) Leave without pay diminishes the entitlement an Employee would otherwise have to non-term weeks, annual leave and leave loading under this Agreement for periods of leave without pay in excess of 15 days, in that school year, in direct proportion to the amount of leave without pay taken.

(i) If an Employee is granted extended leave without pay (i.e. four months or more), the question of the Employee's specific duties on return to work should be considered before the granting of such leave and any arrangements made should be documented. If no such prior arrangement is made, an Employee upon return to work shall be entitled to a position commensurate with their qualifications and experience in the case of Principals and Teachers, or at the same level of classification in the case of Education Support Employees, Education Officers, Senior Education Officers and Catholic Education Office Administration Employees.

(ii) When an Employee is on extended leave without pay, the Employee shall confirm an intention to return to work between 10 and seven working weeks prior to the expiry of the leave.

(iii) If no confirmation of an intention to return to work is received within seven working weeks prior to the expiry of the leave, the Employee shall not be entitled to return to duty until the notice prescribed in clause 26.1(c)(ii) has been given in writing to the Employer. Provided that the Employer has the right to require that an Employee shall recommence duty either on the recommencement day originally approved or at the commencement of the next school term after the notice period expires or at any other time agreed by the Employer and the Employee, such notice must be given prior to the expiration of the leave and must contain reasons why the required notice was not given in accordance with clause 26.1(c)(ii).

(iv) If an Employee does not provide written notice of a return to work in accordance with clause 26.1(c)(ii) and no arrangement has been made in accordance with clause 26.1(c)(iii), the Employer shall be entitled to apply, from the date of expiry of the approved leave without pay, the provisions of clause 20.

26.2 Purchased leave for CEO Employees

(a) Notwithstanding any other provision of this Agreement, a Speech Pathologist, Psychologist (CEO), Education Officer or CEO Administration Employee, who has applied for and been granted leave without pay by the Employer for a period or periods in the year up to a total of eight weeks following the application, may with the agreement of the Employer be paid for the whole of the year at a proportionate rate of pay.

(b) The proportionate rate of pay shall be calculated on a pro-rata basis based on the salary to be paid for the number of weeks actually worked in the year divided by 52.18.

(c) Accrual of personal leave and long service leave shall remain unchanged.

(d) A Speech Pathologist, Psychologist (CEO), Education Officer or CEO Administration Employee who takes 15 days or less of leave without pay shall not suffer a reduction in annual leave or annual leave loading.

26.3 Special provisions for Category D School Services Officers during non-term weeks

(a) A Category D School Services Officer may be stood down on leave of absence without pay during any non-term weeks holiday period when no work is available, provided that:

(i) such Employee shall be given as much notice as possible of the start and finish of any standdown period;

(ii) notice must be at least two weeks and be in writing;

(iii) once notice is given, the standdown period shall not be varied unless by mutual consent between the Employer and the Employee;

(iv) where it is proposed that such Employee be stood down, an Employer must, on application, approve the taking of any accrued annual leave or long service leave;

(v) all periods of standdown during non-term weeks shall count as service for the purpose of this Agreement and for statutory purposes; and

(vi) if appropriate work is available for such Employees during any period of standdown, the relevant Employee shall be offered such employment (whether on a full-time or casual basis) before any additional Employee is employed. The Employee who has been stood down may refuse the offer of employment without prejudice to his or her normal employment relationship.

(b) For the purpose of clause 26.3(a)(vi), "appropriate work" means such work as is available that is capable of being performed by the Employee. Remuneration for such work shall be at the rate of pay applicable to the work being performed.

(c) No School Services Officer shall have his or her employment terminated on the grounds of work not being available due to non-term weeks.

(d) Nothing in this clause shall operate to change the category of employment of a School Services Officer that existed prior to the operation of this part of the Agreement, except by agreement.

27. Parental leave

The entitlements to parental leave shall be as provided in Appendix 1 of this Agreement.

28. Public holidays

28.1 Standard days

An Employee shall be entitled to holidays on the following days:

(a) New Year's Day, Good Friday, Easter Saturday, Easter Monday, Christmas Day and Boxing Day;

(b) holidays declared or prescribed by or under a law of Victoria including the following days, as prescribed in Victoria: Australia Day, Anzac Day, the Friday before the AFL Grand Final, King's Birthday and Labour Day; and

(c) Melbourne Cup Day or any other day substituted by Act of Parliament or Proclamation.

28.2 Holidays in lieu

(a) When Christmas Day is a Saturday or Sunday, a holiday in lieu thereof shall be observed on 27 December.

(b) When Boxing Day is a Saturday or Sunday, a holiday in lieu thereof shall be observed on 28 December.

(c) When New Year's Day or Australia Day is a Saturday or Sunday, a holiday in lieu thereof shall be observed on the next Monday.

28.3 Additional days

(a) Where, in Victoria, public holidays are declared or prescribed on days other than those set out in clauses 28.1(a) and 28.1(b), those days shall constitute additional holidays for the purpose of this Agreement.

28.4 Substitute days

(a) An Employer and an Employee may agree to substitute another day for any prescribed in clause 28.

(b) An agreement pursuant to clause 28.4(a) shall be recorded in writing and be available to every affected Employee.

(c) If an agreement is made under clause 28.4(a), an Employee may, if he or she has reasonable grounds for doing so, elect to refuse to work on the original prescribed public holiday. If an Employee makes such an election, then the Employee will be required to work on the relevant substituted day.

29. Long service leave

The entitlements to long service leave are contained in Appendix 3 of this Agreement.

30. Personal leave

30.1 Paid personal leave

(a) The provisions of clauses 30.1 to 30.3 apply to full-time and part-time Employees, but do not apply to Casual Employees. The entitlements of Casual Employees are set out in clause 30.5.

(b) Paid personal leave will be available to an Employee when they are absent:

(i) due to personal illness or injury (sick leave); or

(ii) for the purposes of caring for an immediate family or household member who is sick and requires the Employee's care and support or who requires the Employee's care due to an unexpected emergency (carer's leave).

(c) A full-time Employee shall be entitled to 114 hours (equivalent to 15 days on the basis of a 38-hour week and 7.6-hour day) of paid personal leave per year of service.

(d) A part-time Employee shall be entitled to a pro-rata amount of 114 hours of paid personal leave based on the part-time Employee's hours of work.

(e) Leave will be credited to an Employee on commencement of employment and at the beginning of each school year thereafter. Where an Employee commences on a day other than the first day of the school year, the Employee shall receive a pro-rata entitlement.

(f) Employees engaged for a specific period of time have a pro-rata entitlement to 114 hours' personal leave, calculated as a proportion of the period of the contract to a full year's employment.

(g) The Employer shall deduct from the Employee's personal leave credit to the limit of the credit available any hours the Employee has been absent.

30.2 Personal leave deductions – Teachers

(a) Where a Teacher is absent on personal leave in accordance with clause 30.1(b), the personal leave deduction will be calculated using the following formula:

$$\text{Personal leave deduction} = \frac{\text{Hours absent during instruction time}}{\text{Hours of instructional time in a day}} \times 7.6$$

For the purposes of this clause:

(i) "Hours absent during instruction time" means the number of hours that the Teacher is absent during the school's instruction time. In the case of a part-time Teacher, the hours absent during the instruction time are up to a maximum of the time the part-time Teacher would otherwise have been in attendance.

(ii) "Hours of instructional time in a day" means the number of hours that the school has for student instruction during the school day (excluding recess and lunchtime) subject to the following:

- includes scheduled homeroom duties for secondary schools; and
- commences when students are required to be in attendance in their classroom for the start of the school day for primary schools.

Note: The maximum deduction to be made (where a Teacher is absent for a whole school day) is 7.6 hours.

30.3 Portability of paid personal leave entitlements

(a) Any unused personal leave is fully cumulative from year to year and portable between Catholic education employers (subject to continuous service as defined in clause 6 – Service continuity).

(b) Where a full-time Employee changes employment during a school year, and has an entitlement to portability of personal leave under clause 30.3(a), the total amount of personal leave credited for that school year shall not exceed 114 hours, or pro-rata for a part-time Employee.

30.4 Flexible leave

(a) An Employee is entitled to apply to take up to a maximum of one day (7.6 hours) per school year from their paid personal leave balance as flexible leave.

(b) Flexible leave:

(i) can be taken for any reason;

(ii) is not cumulative; and

(iii) does not apply to a Casual Employee.

(c) An Employee must request flexible leave in writing.

(d) An Employer may refuse to approve flexible leave where the Employee's absence on that day cannot be reasonably managed due to operational requirements.

30.5 Unpaid personal (carer's leave) entitlement

(a) Where an Employee has exhausted all paid personal leave, an Employee is entitled to take up to 20 days of carer's leave without pay.

(b) Where an Employee has no entitlement to carer's leave (with or without pay), any request for leave for such purposes will be given due consideration by the Employer.

30.6 Unpaid personal (sick leave) entitlement

An Employee who is unable to perform duties because of personal ill health or injury, and where paid personal leave credits have been exhausted, shall be entitled to unpaid personal leave.

Note: An Employer may have rights under clause 13 in relation to an Employee's absence on unpaid personal leave.

30.7 Casual Employees' caring responsibilities

(a) Casual Employees are entitled to not be available to attend work or to leave work if a member of the Employee's immediate family or household requires care and support due to personal illness or injury, or due to an unexpected emergency or the birth of a child.

(b) The Employer and the Employee shall agree on the period for which the Employee will be entitled to not be available to attend work. In the absence of agreement, the Employee is entitled to not be available to attend work for up to 48 hours (i.e. two days) per occasion. The Casual Employee is not entitled to any payment for the period of non-attendance.

(c) 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 the Employer to engage or not to engage a Casual Employee are otherwise not affected.

30.8 Notice and evidence requirements

An Employee must give his or her Employer notice of the taking of personal leave. The notice:

(a) must be given to the Employer as soon as practicable (which may be a time after the leave has started); and

(b) must advise the Employer of the period, or expected period, of the leave.

30.9 Evidence of sick leave

An Employee who has given his or her Employer notice of the taking of sick leave must, if required by the Employer, provide the Employer with a certificate of a registered health practitioner or evidence that would be satisfactory to a reasonable person that the leave is taken for a reason specified in clause 30.1(b)(i) for:

(a) any absence of more than two consecutive working days;

(b) any absences where the number of sick days already taken without the production of a certificate from a registered health practitioner exceeds five working days in a school year; or

(c) any absence on the weekday immediately before or immediately after a public holiday so long as that weekday is a working day.

30.10 Evidence of carer's leave

An Employee who has given his or her Employer notice of the taking of carer's leave must, if required by the Employer, give the Employer a certificate from a registered health practitioner or evidence that would be satisfactory to a reasonable person that the leave is taken for a reason specified in clause 30.1(b)(ii) and that the Employee is responsible for the care of the person concerned.

30.11 Compliance

An Employee is not entitled to take leave under this clause unless the Employee complies with these notice and evidence requirements.

31. Compassionate leave

31.1 Compassionate leave – paid entitlement

(a) An Employee (other than a Casual Employee) is entitled to up to three days' paid compassionate leave on each occasion on which a member of the Employee's immediate family or household:

  (i) contracts or develops a personal illness or sustains a personal injury that poses a serious threat to his or her life; or

  (ii) dies.

(b) The taking of such paid leave can only occur once for each occasion of injury or illness and may be taken at any time during the injury or illness.

31.2 Compassionate leave – unpaid entitlement

Where an Employee (other than a Casual Employee) has exhausted all paid compassionate leave entitlements, the Employee will be entitled to an additional three days of unpaid compassionate leave.

31.3 Compassionate leave – Casual Employees

(a) Casual Employees are entitled to not be available to attend work or to leave work if a member of the Employee's immediate family or household contracts or develops a personal illness or sustains a personal injury that poses a serious threat to his or her life, or dies.

(b) The Employer and the Employee shall agree on the period for which the Employee will be entitled to not be available to attend work. In the absence of agreement, the Employee is entitled to not be available to attend work for up to 48 hours (i.e. two days) per occasion. The Casual Employee is not entitled to any payment for the period of non-attendance.

(c) 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 the Employer to engage or not to engage a Casual Employee are otherwise not affected.

31.4 Notice and evidence requirements

An Employee must give his or her Employer notice of the taking of leave under this clause by the Employee. The notice:

(a) must be given to the Employer as soon as practicable (which may be a time after the leave has started); and

(b) must advise the Employer of the period, or expected period, of the leave.

31.5 Evidence

An Employee who has given his or her Employer notice of the taking of compassionate leave must, if required by the Employer, give the Employer evidence that would satisfy a reasonable person that the leave is taken for a reason specified in clause 31.1(a).

31.6 Compliance

An Employee is not entitled to take leave under this clause unless the Employee complies with these notice and evidence requirements.

32. Cultural and ceremonial leave

32.1 Cultural and ceremonial leave – paid entitlement

A full-time Employee (other than a Casual Employee) of Aboriginal or Torres Strait Islander descent is entitled to three days' paid cultural and ceremonial leave per school year (non-cumulative), for the purpose of attending Aboriginal or Torres Strait Islander community meetings.

32.2 Cultural and ceremonial leave – unpaid entitlement

(a) An Employee (other than a Casual Employee) of Aboriginal or Torres Strait Islander descent is entitled to three days' unpaid leave per year for ceremonial purposes upon the death of a member of their immediate family or extended family, or for the purpose of other ceremonial obligations.

(b) Ceremonial leave granted under this clause is in addition to compassionate leave granted under clause 31.

32.3 Cultural and ceremonial leave – Casual Employees

(a) Casual Employees of Aboriginal or Torres Strait Islander descent are entitled to not be available to attend work for the purpose of attending Aboriginal or Torres Strait Islander community meetings and for ceremonial purposes, as outlined in clauses 32.1 and 32.2.

(b) The Employer and the Employee shall agree on the period for which the Employee will be entitled to not be available to attend work. In the absence of agreement, the Employee is entitled to not be available to attend work for up to 48 hours (i.e. two days). The Casual Employee is not entitled to any payment for the period of non-attendance.

(c) 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 the Employer to engage or not to engage a Casual Employee are otherwise not affected.

32.4 Notice

An Employee must give his or her Employer notice of the taking of leave under this clause by the Employee. The notice:

(a) must be given to the Employer as soon as practicable (which may be a time after the leave has started); and

(b) must advise the Employer of the period, or expected period, of the leave.

32.5 Evidence

An Employee who has given his or her Employer notice of the taking of cultural and ceremonial leave must, if required by the Employer, give the Employer evidence that would satisfy a reasonable person that the leave is taken for a reason specified in this clause.

33. Family and domestic violence leave

33.1 Paid family and domestic violence leave

An Employee (other than a Casual Employee) experiencing family and domestic violence is entitled to up to 20 days' paid family and domestic violence leave per school year (non-cumulative) for the purposes of attending medical appointments, legal proceedings and other activities related to family and domestic violence.

33.2 Additional family and domestic violence leave

Upon exhaustion of the paid leave entitlements in clause 33.1, an Employer may provide additional leave.

33.3 Support person

An Employee who supports a person experiencing family violence may utilise their personal/carer's leave entitlement to accompany them to court or hospital, or to care for children. The Employer may require evidence consistent with clause 33.5 from an Employee seeking to utilise their personal/carer's leave entitlement.

33.4 Family and domestic violence leave – Casual Employees

(a) A Casual Employee is entitled to up to 10 days' paid family and domestic violence leave in accordance with the NES.

(b) 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 the Employer to engage or not to engage a Casual Employee are otherwise not affected.

33.5 Notice and evidence requirements

(a) The Employee must give his or her Employer notice of the taking of family and domestic violence leave. The notice:

  (i) must be given to the Employer as soon as reasonably practicable (which may be a time after the leave has started); and

  (ii) must advise the Employer of the period, or expected period, of the leave.

(b) If required by the Employer, the Employee must provide evidence that would satisfy a reasonable person that the leave is for the purpose as set out in this clause. Such evidence may include a statutory declaration or document issued by the police service, a court, a doctor (including a medical certificate), a registered health professional, a family violence support service or a lawyer.

(c) The Employer must take all reasonable measures to ensure that any personal information provided by the Employee to the Employer concerning the family and domestic violence is kept confidential.

33.6 Compliance

An Employee is not entitled to take leave under this clause unless the Employee complies with these notice and evidence requirements.

34. Sexual abuse survivors support

34.1 Who the clause applies to

(a) This clause applies to any Employee (other than a Casual Employee) who has been a victim of historical sexual abuse.

(b) A "victim of historical sexual abuse" means a person who has raised an allegation of sexual abuse, relating to an incident which took place when the alleged victim was under 18 years old. "Sexual abuse" includes any form of sexual activity perpetrated by a person over the age of 18 years. This may include sexual intercourse, sexual touching or any other sexual act.

34.2 Establishing the entitlement

An Employee will be eligible for support under this clause by providing the Employer with evidence of a disclosure that they have been a victim of historical sexual abuse, such as:

(a) a prior disclosure to police, an Employer or a family member;

(b) an admission or guilty plea from the accused; or

(c) evidence that would satisfy a reasonable person, such as a statutory declaration by the Employee stating that they have made such a disclosure.

34.3 The entitlement

An eligible Employee will be entitled to up to 20 days' paid historical sexual abuse leave per school year (non-cumulative) for the following:

(a) attending and preparing for legal proceedings;

(b) support services; and/or

(c) other activities approved by the Employer.

The Employer must not refuse any reasonable request for leave or assistance.

34.4 Notice period

The Employee must give the Employer notice of the taking of leave under this clause. The notice:

(a) must be given to the Employer as soon as reasonably practicable (which may be after the leave has started); and

(b) must advise the Employer of the period, or expected period, of the leave.

34.5 Support person

An Employee who supports a person who has experienced historical sexual abuse may utilise their personal/carer's leave entitlement to accompany them to court, hospital or support services, or to care for children. The Employer may require evidence consistent with clause 30.9 from an Employee seeking to utilise their personal/carer's leave entitlement.

34.6 Confidentiality

The Employer must take all reasonable measures to ensure that any personal information provided by the Employee to the Employer concerning historical sexual abuse is kept confidential.

35. Examination leave

An Employee shall be entitled to leave with pay to attend compulsory examinations in courses of study relevant to the Employee's classification under this Agreement.

36. Degree and diploma leave

An Employee shall be entitled to leave with pay for the purposes of having an appropriate degree/diploma or other approved qualification conferred on him or her in courses of study relevant to the Employee's classification under this Agreement.

37. Infectious disease leave

37.1 An Employee shall be entitled to leave with pay when the Employee contracts one of the following infectious diseases through contact in the workplace:

(a) chicken pox;

(b) German measles;

(c) glandular fever;

(d) hepatitis;

(e) measles;

(f) mumps;

(g) rheumatic fever;

(h) scarlet fever;

(i) whooping cough; or

(j) any other prescribed infectious disease other than poliomyelitis, pulmonary tuberculosis or infectious hepatitis.

37.2 The Employee must produce a medical certificate which specifically names the disease and the Employee shall request in writing that the leave not be debited against sick leave.

38. Leave to engage in voluntary emergency management activities

38.1 Entitlement to be absent from employment

An Employee who engages in a voluntary emergency management activity or a community service activity under the Act is entitled to be absent from their employment for a period if:

(a) the period consists of one or more of the following:

  (i) time when the Employee is engaged in the activity;

  (ii) reasonable travelling time associated with the activity; and/or

  (iii) reasonable rest time immediately following the activity; and

(b) the Employee's absence is reasonable in all the circumstances.

38.2 Paid leave for voluntary emergency management activity

In addition to an Employee's entitlement under clause 38.1(a), an Employee (other than a Casual Employee) is entitled to up to three days' paid leave on each occasion for which the Employee is absent from their employment in accordance with clause 38.1(a).

38.3 Notice

An Employee must give his or her Employer notice of the taking of leave under this clause by the Employee. The notice:

(a) must be given to the Employer as soon as practicable (which may be a time after the leave has started); and

(b) must advise the Employer of the period, or expected period, of the leave.

38.4 Evidence

An Employee who has given his or her Employer notice of the taking of leave under this clause must, if required by the Employer, give the Employer evidence that would satisfy a reasonable person that the leave is taken because the Employee is engaging in a voluntary emergency management activity or a community service activity under the Act.

39. Jury service

(a) An Employee required under the *Juries Act 2000* (Vic.) to appear and serve as a juror in any court shall be entitled to be granted leave with pay for the period during which attendance at court is required.

(b) An Employee must provide written proof to the Employer of the requirement to attend for jury service and an estimate of the duration of the absence from duty if given by the court.

(c) Any payments made to the Employee by court authorities with respect to jury service by way of a prescribed rate of remuneration but excluding allowance shall be reimbursed to the Employer.

40. Trade union training leave

Paid leave for trade union training will be available in each school for the designated union representative, and paid leave for trade union training on the Consultative Committee will be available for Employee representatives on the Consultative Committee, subject to it being:

(a) taken at a time mutually agreed with the Principal;

(b) limited to one day per school per year; and

(c) non-cumulative.

41. Union Committee of Management leave

(a) An Employee elected to the Union Committee of Management will be entitled to paid leave to attend Committee of Management meetings (normally eight times per year) and one day's training.

(b) Where a school is required to engage a Casual Relief Teacher to replace the Employee on Union Committee of Management leave, the Union will, on presentation of invoice, reimburse the school for the cost of engaging the Casual Relief Teacher for the day.

42. Transition to retirement

(a) A full-time Employee is eligible to make a request in writing to the Employer to permanently reduce their working hours as part of a genuine transition to retirement.

(b) The Employer must consider the request to work part-time having regard to the Employee's circumstances and give the Employee a written response to the request, ordinarily within 21 days, stating whether the Employer grants or refuses the request. If the Employer refuses the request for part-time work, the written response must include details of the reasons for the refusal.

(c) The Employer may only refuse to permit the Employee part-time work on reasonable grounds related to the effect of the change on the workplace or the Employer's business. Without limiting what are reasonable grounds, such grounds include the following:

  (i) that the new working arrangements requested by the Employee would be too costly for the Employer;

  (ii) that there is no capacity to change the working arrangements of other Employees to accommodate the new working arrangements requested by the Employee;

  (iii) 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;

  (iv) that the new working arrangements requested by the Employee would be likely to result in a significant loss in efficiency or productivity; and

  (v) that the new working arrangements requested by the Employee would be likely to have a significant negative impact on customer service.

(d) Where the Employer approves the request and a transition to retirement arrangement is agreed, the agreement must be in writing and signed by both parties. The agreement must include:

  (i) the Employee's new part-time fraction;

  (ii) the start and end dates of the transition to retirement (usually one–two school years); and

  (iii) a letter from the Employee providing notice of retirement at the end of the agreement.

(e) An Employee working under a transition to retirement arrangement may only have their part-time fraction varied by mutual agreement.

(f) It is the responsibility of the Employee to seek appropriate financial, superannuation and other advice on the terms and conditions of their transition to retirement.

43. Payment of salaries and allowances

43.1 Wages and allowances

(a) Wages and allowances shall be paid fortnightly throughout the school year except that, subject to clause 25 – Annual leave, non-term weeks and leave loading, such wages and allowances may be paid in advance at the discretion of the Employer.

(b) Payment will be made by electronic funds transfer (EFT). Charges relating to EFT will be paid by the Employer.

(c) Each Employee shall nominate a bank account into which their wages and allowances shall be paid, and shall provide their Employer with the necessary details and authority so as to enable the Employer to pay the Employee's wages by EFT.

(d) Each Employee shall be supplied with a statement setting out details of the amount of wages earned, including any overtime, penalties, allowances and deductions made, and the net amount paid.

43.2 Part-time Employees' FTE

All part-time Employees' FTE must be rounded up to achieve an FTE of two decimal places only.

43.3 Salary packaging

(a) An Employee may elect to receive his or her annual remuneration as a combination of salary and benefits payable by the Employer, providing:

  (i) the Employer may determine the range of benefits available to the Employee; and

  (ii) the Employee may determine the mix and level of benefits as provided in paragraph (a) of this sub-clause.

(b) The sum total of such salary, allowances, benefits and fringe benefits tax will equal the appropriate rate of pay for the Employee prescribed in the relevant salary schedule.

(c) Deductions made from an Employee's salary for the purpose of clause 43.3(a) are authorised in accordance with this Agreement if an election has been made in writing by the Employee under clause 43.3(a).

(d) Any payment calculated by reference to the Employee's salary, and payable either during employment, on termination of employment or on death, will be calculated by reference to the appropriate rate of pay for the Employee prescribed in the relevant salary schedule.

(e) By written agreement between the Employer and a school Principal, a proportion of the Principal's wages may be directed towards the payment of a novated car lease in accordance with the guidelines issued by the Catholic Education Office, which shall be provided to the Principal.

43.4 Error in payment

When an error in payment of wages and/or allowances and/or salary packaging has been made, discussions will take place between the Employee and the Employer/Principal regarding a scheme of payment to rectify the error.

43.5 Superannuation

(a) An Employer will make superannuation payments at the rate required by the *Superannuation Guarantee (Administration) Act 1992* (Cth) and the *Superannuation Guarantee Charge Act 1992* (Cth) (or other equivalent legislation as in place from time to time) in respect of its Employees.

(b) Superannuation payments will be made into a compliant superannuation fund under the following provisions:

  (i) an Employee shall be entitled to elect to have the Employer's superannuation contributions paid into the Employee's account with Catholic Super, AustralianSuper or another complying fund;

  (ii) should the Employee fail to notify the Employer of the fund elected within 14 days of commencement of service with that Employer, and the Employee does not have a stapled superannuation fund, then the Employer may open an account on the Employee's behalf with Catholic Super; and

  (iii) an Employee may vary the choice of superannuation fund made by the Employee only once in a 12-month period.

(c) By written agreement between the Employer and the Employee, a proportion of the Employee's wages and allowances may be paid as an Employer contribution to the Employee's superannuation fund. Any such Employer contribution to a superannuation fund must be in addition to the amount specified in clause 43.5(a).

44. Assessment of experience

For specific provisions in relation to Teachers and Deputy Principals, see Part 3.

For specific provisions in relation to Primary School Principals, see Part 4.

For specific provisions in relation to Education Officers, see Appendix 7, clause 1.4.

44.1 Definitions

(a) For the purpose of this clause, "incremental cycle" means the period between 1 May in any year and 30 April of the following year.

(b) For the purpose of this clause, a "year of experience" means:

(i) four months of experience in any incremental cycle up until 30 April 2013; and

(ii) six months of experience in any incremental cycle from 1 May 2013.

44.2 Structure

(a) Employees progress annually through their classification subject to the provisions of this clause.

(b) The commencement salary for Employees is subdivision 1 of their classification or at that subdivision as is commensurate with their years of experience as follows:

(i) Employees employed in Catholic education as ongoing Employees at any time during the period 29 October 2008 to the commencement of this Agreement will be assessed based on their classification when they were last employed during that period and adjusted by any further service undertaken since their last increment.

(ii) All other Employees will be credited with one increment for each year of experience.

45. Incremental progression

45.1 General

(a) The date for incremental annual progression will be common to all Employees commencing from 1 May each year and concluding on 30 April (the incremental cycle) in the following year.

(b) Employees with less than six months' service in any particular incremental cycle will not be eligible for incremental progression. Employees with six months' service or more in any particular incremental cycle will be advanced to the next salary subdivision.

(c) Service in any incremental cycle can only be counted once.

46. Traineeships and training wages

(a) The Trainee can be employed on a full-time basis or part-time basis.

(b) The Trainee can be employed up to, and including, a maximum period of 18 months. Traineeships are limited-term employment.

(c) A Trainee may be paid in accordance with the national training wage as specified in the *Educational Services (Schools) General Staff Award 2020*. All other conditions set out in this Agreement other than wages shall apply.

47. Supported wage

The rate of pay for an Employee who is unable to perform the range of duties to the competence level required within the Employee's class of work because of the effects of a disability or their productive capacity, and who meets the impairment criteria for receipt of a disability support pension, shall be paid in accordance with Schedule E of the *Educational Services (Schools) General Staff Award 2020* (General Educational Staff Award), Schedule D of the *Clerks – Private Sector Award 2020* (Clerks Award) or Schedule F of the *Health Professionals and Support Services Award 2020* (HPSS Award), as relevant to the Employee and varied from time to time, provided that the supported wage rate percentages provided therein will be applied to the relevant Agreement rate for the Employee's classification rather than the relevant General Educational Staff Award, Clerks Award or HPSS Award rate.

48. Higher duties allowances

48.1 Teachers and Education Support Employees

Any Teacher or Education Support Employee who is required to relieve, for 10 continuous working days or more, another Employee who holds a designated position of responsibility or a higher Education Support Level position, and who performs the whole or the greater part of the duties and assumes the whole or the greater part of the responsibilities of that position, shall be entitled to receive, for the period of relief, the minimum allowance of the rate of pay applicable for that position of responsibility or higher Education Support Level position.

48.2 Deputy Principals

Where a Deputy Principal is appointed Acting Principal for a period in excess of 10 continuous working days, such an Acting Principal shall be entitled to receive, for the period of the appointment, a minimum rate of pay prescribed for that Principal position.

48.3 Education Officers

Any Education Officer who is required to relieve, for 10 continuous working days or more, another Employee who holds a higher Senior Education Officer Grade or Level position, and who performs the whole or the greater part of the duties and assumes the whole or the greater part of the responsibilities of that position, shall be entitled to receive, for the period of relief, the rate of pay applicable for that higher Grade or Level position.

48.4 School Services Officers

A School Services Officer engaged for more than two hours during one day or shift on duties carrying a higher rate than their ordinary classification shall be paid the higher rate for such day or shift. If engaged for two hours or less during one day or shift, they shall be paid the higher rate for the time so worked.

49. Breakages and loss

(a) The Employer will provide such tools and equipment as are necessary for the Employee to perform their work.

(b) Provided that the Employee was not seriously negligent, an Employee will not be liable for any breakages or loss of Employer-provided property which occurs in the normal course of that Employee's duties.

50. Accident make-up pay

50.1 Entitlement to accident make-up pay

(a) Subject to clauses 50.1(b) and 50.1(c), where an Employee becomes entitled to compensation payments under the WIRC Act, the Employer who is liable to pay the compensation will pay to the Employee accident make-up pay being an amount equivalent to the difference between:

  (i) the amount of compensation payable under the WIRC Act and, in respect of an Employee who is partially incapacitated, any wages earned by that Employee; and

  (ii) the sum of the following amounts:

    a. the amount that would have been payable under the Agreement if the Employee had been performing his or her normal duties; and

    b. an amount equivalent to the superannuation contributions which would have been made on behalf of the Employee if the Employee had been performing his or her normal duties.

(b) Subject to clause 50.1(c), accident make-up pay will be paid for a maximum of 39 weeks, inclusive of non-term weeks, in respect of the same injury.

(c) Accident make-up pay under this Agreement will be paid only while an Employee continues to receive compensation under the WIRC Act.

50.2 Accident make-up pay not payable

Accident make-up pay will not be payable:

(a) if the Employee is on any form of paid leave; or

(b) where the incapacity arises from an industrial disease contracted by a gradual process and, at the time of the incapacity, the Employee had been employed for less than four weeks.

50.3 Eligibility for accident make-up pay

In order for an Employee to be eligible for accident make-up pay in accordance with clause 50.1:

(a) the Employee or a representative of the Employee must give notice in writing of the injury to the Employer as soon as practicable;

(b) the Employee must provide written evidence of the injury from time to time as required by the Employer during the period of payment;

(c) the Employee must advise the Employer, in writing, of any civil action or claim for damages the Employee may make;

(d) the Employee must attend medical examinations by a registered health practitioner, provided and paid for by the Employer, as required by the Employer in accordance with the relevant Act; and

(e) the Employee must authorise the Employer to obtain any information concerning the injury or compensation payable with respect to the injury from the insurance company that is liable to pay such compensation.

50.4 Accident make-up pay ceases

An Employee will cease to be entitled to accident make-up pay if any of the following occur:

(a) there is a redemption by the Employee of weekly compensation payments by the payment of a lump sum benefit under the WIRC Act;

(b) the Employee's employment with the Employer is terminated due to serious misconduct by the Employee;

(c) the Employee resigns; or

(d) the Employee dies.

51. Allowances (general)

51.1 Travel allowance

Employees required by their Employer to use their own motor vehicle in the performance of their duties shall be entitled to claim and, where such a claim is made, be paid an allowance at the rate per kilometre as set down from time to time by the Australian Taxation Office for tax deduction purposes.

51.2 Provision of an evening meal

(a) The Employer will supply the Employee with a meal should the Employer require the Employee to remain at school after 7.00 pm on any day, provided that the Employee has worked a minimum of five hours that day. This provision shall not apply to persons employed as School Services Officers.

(b) Where a School Services Officer is required to work overtime in excess of one and a half hours on any day, the Employee shall be paid the allowance of $26 or be supplied with a meal.

(c) Any Employee required to work more than five hours' overtime shall be paid a further amount of $26 or be supplied with a meal.

51.3 Tool allowance

Where an Employee is required to provide his or her own tools, the Employer must pay the following:

(a) weekly allowance of $22 for a tradesperson (non-carpenter or joiner); and

(b) weekly allowance of $39 for a tradesperson (carpenter or joiner).

The same rates apply to apprentices.

51.4 Medical support allowance

An Education Support Employee who is required to undertake specific training to support a student who has unstable health and/or complex health needs, and the training is required to support that student daily in his or her school routine, shall receive a medical support allowance in accordance with the following table for the period that such support is provided.

Effective from the first pay period on or after	Amount per annum
1 January 2023	$757
1 July 2023	$764
1 January 2024	$771
1 July 2024	$779
1 January 2025	$786
1 July 2025	$795

51.5 Position allowance

(a) An Employee specified in clause 51.5(b) is entitled to be paid, on the dates specified in clause 51.5(c), a lump sum position allowance equivalent to 1% of the total salary to which the Employee is entitled at the time payment is due.

(b) The following Employees, other than Casual Employees, are entitled to the payment specified in clause 51.5(a):

(i) Teachers;

(ii) Deputy Principals;

(iii) Education Support Employees at Level ES 2-8 and above; and

(iv) CEO Employees.

(c) Eligible Employees are entitled to the payment specified in clause 51.5(a) in the first pay period on or after:

(i) 1 December 2022;

(ii) 1 December 2023;

(iii) 1 December 2024; and

(iv) 1 December 2025.

52. Protective clothing

Where protective clothing is deemed necessary by the Employer, either such clothing shall be provided by the Employer or cleaning costs incurred by the Employee shall be reimbursed.

PART 3

Teachers and Deputy Principals: Salaries and Specific Conditions of Service

Part 3
Teachers and Deputy Principals: Salaries and Specific Conditions of Service

53. Teacher structure

(a) The classroom Teacher classification comprises two levels – Level 1 and Level 2. The primary focus of the classroom Teacher is on the planning, preparation and teaching of programs to achieve specific student outcomes. The classroom Teacher engages in critical reflection and inquiry in order to improve knowledge and skills to effectively engage students and improve their learning.

(b) As the classroom Teacher gains experience, his or her contribution to the school program beyond the classroom increases.

(c) All classroom Teachers may be required to undertake other duties in addition to their rostered duties, provided the responsibility is appropriate to the salary range, qualifications, training and experience of the Teacher.

54. Assessment of experience

54.1 Definitions

(a) For the purpose of this clause, "teaching experience" means any teaching experience in a registered school in Australia or overseas equivalent, excluding Casual Relief Teachers or equivalent. Service as an Education Officer shall count as experience as a Teacher.

(b) For the purpose of this clause, "incremental cycle" means the period between 1 May in any year and 30 April of the following year.

(c) For the purpose of this clause, a "year of teaching experience" means:

(i) four months of teaching experience in any incremental cycle up until 30 April 2013;

(ii) six months of teaching experience in any incremental cycle from 1 May 2013.

54.2 Structure

(a) There are two levels of Teachers – Level 1 and Level 2. Level 1 has five steps and Level 2 has six steps.

(b) Teachers progress annually from T1-1 through to T2-6 subject to the provisions of this clause.

(c) The commencement salary for Teachers with provisional or full registration pursuant to the *Education and Training Reform Act 2006* (Vic.) is subdivision T1-1 or at that subdivision as is commensurate with their years of experience as follows:

(i) Employees employed in Catholic education as ongoing Employees at any time during the period 29 October 2008 to the commencement of this Agreement will be assessed based on their classification when they were last employed during that period and adjusted by any further teaching service undertaken since their last increment.

(ii) All other Employees will be credited with one increment for each year of experience.

(iii) Teachers on appointment with experience not with a respondent Employer will provide evidence of their teaching experience that would satisfy a reasonable person. The Employer will notify the Teacher of the evidence required. If a Teacher has not provided the evidence after 26 weeks, any back-payment will not exceed 26 weeks. The Employer may grant an extension where the Teacher can demonstrate they have made reasonable endeavours.

55. Graduate Teacher payment

A Graduate Teacher who commences employment at subdivision T1-1 prior to 1 May in any year shall be paid a lump sum on progression to subdivision T1-2 in the following year as set out in the table below.

Commencement on or before	Lump sum payment			
	2022	2023	2024	2025
1 November	$0	$0	$0	$0
1 December	$883	$842	$859	$876
1 January	$662	$675	$688	$702
1 February	$496	$506	$516	$527
1 March	$331	$337	$344	$351
1 April	$165	$169	$172	$176

56. Additional qualifications and accelerated advancement

(a) A Teacher shall be entitled to advance up the incremental scale by one subdivision if he or she has successfully completed a qualification of master's degree or its equivalent or higher. Where a Teacher obtains a second or subsequent master's degree or its equivalent or higher, they shall be entitled to advance a further subdivision in accordance with the provisions of this clause.

(b) The qualification must be attained according to standards adopted and approved by Australian tertiary institutions and must be equivalent to at least one year of full-time study.

(c) An Employee who has completed a master's degree or its equivalent or higher during employment shall only advance an additional subdivision from 1 May following the date on which the extra qualification was attained.

(d) An Employee without teaching experience who has completed a master's degree or its equivalent or higher prior to commencement of their employment shall only advance an additional subdivision from 1 May after the commencement of employment.

(e) An Employee with teaching experience who has completed a master's degree or its equivalent or higher prior to the commencement of their employment shall advance an additional subdivision from commencement of employment, provided they have not previously advanced up the incremental scale in relation to the additional qualification.

(f) The Employee must notify the Employer in writing of the acquisition of additional qualifications, together with the production of satisfactory evidence to this effect. Notwithstanding anything to the contrary, an entitlement derived from the acquisition of additional qualifications shall not pre-date the date of notification.

(g) A Teacher may be considered for accelerated advancement up the incremental scale in their school in accordance with procedures determined by the Employer.

57. Teacher classification following experience as a Principal

Following experience as a Principal, an Employee who takes up a position as a Teacher in Catholic education shall be classified at the top of the incremental salary scale for Teachers.

58. Rates of pay

58.1 The classification structure with rates of pay for Teachers is specified in Appendix 4 and Schedule 1 of this Agreement. Teachers appointed to a Position of Leadership will be paid an allowance in accordance with the table in Schedule 10.

58.2 Part-time Teachers

A part-time Teacher's weekly rate of pay shall be assessed as follows:

$$\frac{\text{Scheduled class time}}{\text{Maximum scheduled class time}} \times \text{the appropriate full-time weekly salary} + \text{allowance}$$

Note: Scheduled class time = the number of hours of scheduled class time for the Teacher and/or duties in lieu of those scheduled class times.

58.3 Deputy Principals

(a) Unless otherwise determined by the Employer, a Deputy Principal will commence employment at the minimum remuneration as set out in Schedule 2.

(b) The classification structure and rates of pay for Deputy Principals are specified in Appendix 4 and Schedule 2 or in accordance with an agreement to salary package, pursuant to clause 43.3 of this Agreement.

(c) Deputy Principals shall be paid at their appropriate classification subject to the provisions of Appendix 4, or as specified in Part 3 of this Agreement.

(d) The level of the Deputy Principal is determined according to the enrolment of the school, or the enrolment that it is expected to rise to, or fall to, during the period of the appointment of the Deputy Principal.

(e) Where there has been no significant increase or decrease in enrolment over the preceding three years, and no likelihood of such in the next three years, the enrolment (as defined) prior to the first year of appointment shall establish the level of the Deputy Principal.

(f) Where it is known that a school's enrolment will increase significantly during the period of appointment, the Deputy Principal will be appointed to the level it is anticipated the school's enrolment will reach during the period of appointment.

(g) Where it is known that a school's enrolment will decrease significantly during the period of appointment, the Deputy Principal will be appointed to the level it is anticipated the school's enrolment will fall to during the appointment period. The Employee shall be given written notice of this classification prior to appointment and, at the Employee's request, the Employee's nominated representative shall be consulted regarding the decrease of enrolments prior to the appointment taking place.

(h) In any year where a school's enrolment, as at the February Census, is above or below the limit for the level to which the Deputy Principal has been appointed, the level to which the Deputy Principal has been appointed shall not change. Where that February enrolment exceeds the upper limit for the level to which the Deputy Principal has been appointed, the next higher salary in the level above shall apply for that year.

58.4 Previous experience as a Deputy Principal

(a) Appointment of a Deputy Principal with experience as a Deputy Principal to a school at a higher level than the previous school shall be at subdivision 1 of that level or to that subdivision which equals the existing salary, whichever is the higher. Where the Deputy Principal has been at the existing salary for 12 months or more, the appointment will be to the subdivision at the next higher salary.

(b) Appointment to a school at a lower level shall be to that subdivision, within the lower level, which equates with the existing salary or, where that does not exist, to that subdivision and salary which recognises years of service as a Deputy Principal.

58.5 Conclusion of contract – Deputy Principal

(a) Where the contract of a Deputy Principal in receipt of a salary is not renewed by the Employer, he or she will revert to T2-6 of the Teacher's salary scale.

(b) Where the contract of a Deputy Principal in receipt of an allowance is not renewed by the Employer, they shall no longer be entitled to the allowance.

(c) Where the contract of a Deputy Principal is not going to be renewed, the Employee will be provided with not less than seven weeks' notice in term time.

58.6 Primary schools – Deputy Principal/leadership team

(a) Schools with enrolments greater than 150 students shall have a position of Deputy Principal except:

(i) where co-Principals are appointed; or

(ii) where the Principal decides, with the support of the Consultative Committee, to have an alternative leadership structure (note that this can only occur at the conclusion of the tenure of a Deputy Principal).

(b) In schools where an alternative leadership structure has been agreed, the Deputy Principal allowance shall be added to the per capita pool figure specified in clause 61.2.

(c) Schools with enrolments less than 150 are not required to engage a Deputy Principal. Where a Principal does elect to engage a Deputy Principal, the Deputy Principal's classification and rate of pay shall be in accordance with the lowest enrolment band of the Category B Deputy Principal salaries in Schedule 2.

(d) In each school, there must be definite arrangements in writing regarding responsibility for the school when the Principal is absent.

59. Hours of work

59.1 Teachers

(a) Subject to clause 60.1, the hours of work for Teachers shall consist of an average of 38 hours per week averaged over a school term plus reasonable additional hours (pro-rata for part-time Teachers).

(b) The parties agree that:

(i) Teachers' work includes the work undertaken to meet their professional responsibilities. This work may be performed in other locations including, for example, the Employee's home.

(ii) Subject to clause 59.1(b)(v), Teachers will be in attendance at the workplace for a minimum of seven hours daily, commencing no less than 10 minutes before the morning student instructional session, unless otherwise agreed between the Principal and a Teacher.

(iii) In addition to the attendance requirements set out in clause 59.1(b)(ii), Teachers may be required to undertake other duties for up to three hours per week, including attendance at meetings, provided that not more than two hours of the three hours are used for meetings.

(iv) Meetings held beyond the attendance requirements in clause 59.1(b)(ii) will be adjacent to the seven hours of daily attendance and will not exceed one hour per meeting, unless otherwise agreed using the consultative provisions in clause 16 of this Agreement.

(v) Teachers may absent themselves from the attendance requirements in clause 59.1(b)(ii) when they are not required to participate in scheduled duties.

59.2 Allocation of Teacher work

(a) A Teacher with scheduled class time at the maximum (as set out in clause 60.4) will be provided with 30 hours per week to undertake work directly related to the learning and teaching program of their class(es). This 30 hours will comprise the maximum scheduled class time in accordance with clause 60.4 and class focus time in accordance with clause 59.2(b).

(b) Class focus time includes work directly related to the learning and teaching program of a Teacher's class(es) (such as planning, preparation, collaboration, assessment). The Teacher has professional autonomy to determine the duties undertaken in class focus time.

(c) The remaining eight hours are available for Employer-directed activities such as yard duty, meetings, supervision, other duties and a paid break of not less than 30 minutes per day (free from assigned duties).

(d) Both the 30 hours for learning and teaching focus, and the eight hours for Employer-directed duties will be adjusted for part-time Teachers according to the proportion of scheduled class time in accordance with the following formulas:

(actual scheduled class time / maximum scheduled class time) × 30 hours

(actual scheduled class time / maximum scheduled class time) × 8 hours

59.3 Time in lieu

(a) The Employer may require a Teacher to attend a school activity outside the normal attendance of the Teacher where such attendance is required and reasonable notice is provided.

(b) School activity for the purpose of clause 59.3 refers to a structured activity organised by the school such as a parent–Teacher meeting/interview, a camp, an excursion, a concert, open days, parent sessions or after-school hours sport.

(c) Where a Teacher is required to attend a school activity outside the normal attendance for a Teacher on that day, and the Teacher's attendance in that week exceeds 38 hours for a full-time Teacher or on a pro-rata basis for a part-time Teacher, time in lieu will be provided to that Teacher over the course of that school year.

(d) A Teacher may request not to attend the school activity outside the normal attendance of the Teacher where this will unreasonably affect the Teacher's personal or family commitments. The Employer may only refuse the request on reasonable grounds.

(e) Annual planning for time in lieu for Teachers will be discussed at the Consultative Committee. This planning should occur at the end of the previous year or the beginning of the school year as far as practicable.

(f) All work required in excess of 38 hours per week for a full-time Teacher (or on a pro-rata basis for a part-time Teacher) must be documented by the Employer.

(g) For Teachers' attendance at a school camp, time in lieu will be calculated on the basis of 100% time in lieu for the time the Teacher is performing duties and 50% for the time the Teacher is on call and available to perform duties.

(h) As an alternative to time in lieu, the Principal, as the Employer's representative, and the Teacher may agree to payment for time in lieu owed at the Teacher's ordinary rate of pay.

(i) Unless otherwise agreed between the Principal, as the Employer's representative, and the Teacher, where accrued time in lieu has not been granted to a Teacher by 1 March of the following school year, the Employer must:

  (i) grant time in lieu equivalent to the time owed immediately; or

  (ii) pay the Teacher for the time owed at 150% of the Teacher's ordinary rate of pay.

59.4 Part-time Teachers

(a) The number of hours of scheduled class time and duties of a part-time Teacher shall be set out in writing by the Employer at the time of engagement and at any other time when a variation occurs, subject to clause 15.1.

(b) The Employer will endeavour to minimise the numbers of days over which a part-time Teacher must work their FTE.

(c) A part-time Teacher shall be expected to undertake a proportional number of duties normally expected of a full-time Teacher in that school, e.g. yard supervision, staff meetings, etc.

(d) The Employer and the part-time Teacher will consult regarding arrangements for attendance at parent–Teacher meetings.

(e) Where an Employer requires and the part-time Teacher agrees to work ad hoc additional hours, the Teacher shall be paid for each additional hour or part thereof at that Teacher's normal part-time hourly rate of pay plus a loading of 18%. Such additional hours worked under this arrangement shall not result in proportionate adjustments to other entitlements under any other clause in this Agreement.

(f) In determining whether additional hours that an Employee is required or requested by an Employer to work under clause 59.4(e) are reasonable additional hours, all relevant factors must be taken into account. Those factors may include, but are not limited to, the following:

  (i) any risk to the Employee's health and safety that might reasonably be expected to arise if the Employee worked the additional hours;

  (ii) the Employee's personal circumstances (including family responsibilities);

  (iii) the operational requirements of the workplace, or enterprise, in relation to which the Employee is required or requested to work the additional hours;

  (iv) any notice given by the Employer of the requirement or request that the Employee work the additional hours;

  (v) any notice given by the Employee of the Employee's intention to refuse to work the additional hours;

  (vi) whether any of the additional hours are on a public holiday; and

  (vii) the Employee's hours of work over the four weeks ending immediately before the Employee is required or requested to work the additional hours.

  Note: An Employee and an Employer may agree that the Employee may take breaks during any additional hours worked by the Employee.

60. Workload

60.1 Workload/consultation

(a) No Teacher covered by this Agreement shall be required to perform an unfair, unreasonable or excessive workload. In making determinations about the work of Teachers, the school shall attempt to provide for equitable workloads across the school and among Teachers.

(b) The provisions relating to school level consultation about class sizes, scheduled class time (including limits) and Positions of Leadership are contained in clauses 16 and 60.

60.2 Class sizes

(a) Having regard to resources and facilities, schools should plan for the minimum class sizes possible. As part of the planning processes, Consultative Committees should take into account:

(i) the particular educational needs of the students;

(ii) students with special needs or disabilities;

(iii) the pastoral care consequences for students;

(iv) the school curriculum including the nature of the subject and the methods of teaching used;

(v) the possibility to optimise student learning opportunities through varied forms of teaching arrangements such as team teaching, lecture/tutorials;

(vi) the quality of education possible in large classes;

(vii) the age and development of students;

(viii) the balance between class size and teaching loads, and the comparability of work;

(ix) workloads of the Teachers;

(x) the support staff, both teaching and non-teaching, available to assist with the class;

(xi) the facilities available;

(xii) the goals established by the school with respect to class size;

(xiii) the financial resources available to the school;

(xiv) the safety needs of staff and students; and

(xv) the access of Catholic students to the school.

(b) Unless agreement is reached to the contrary, the following class size limits shall apply:

(i) 29 in Preparatory to Year 10;

(ii) 27 in Year 11 and 12 classes.

(c) The Consultative Committee must make special recommendations with regard to support and resourcing for a classroom Teacher where:

(i) a P–2 class exceeds 26; or

(ii) a 3–10 class exceeds 28.

(d) Such special recommendations shall take into account the resource levels of the school and the resource levels already provided to the Teacher involved.

(e) The limits in clauses 60.2(b) and 60.2(c) may be exceeded with the agreement of the Teacher and the agreement of a majority of the Consultative Committee, and either a reduction in some other aspect of the Teacher's duties or some additional support for that Teacher.

(f) Secondary schools should plan for the minimum practical class sizes possible given available resources. The Consultative Committee will develop a policy regarding practical class sizes. A practical class includes a subject or course where the use of equipment and/or material of a potentially dangerous nature is involved, and/or a class in which students are undertaking manual tasks requiring greater individual supervision of the classroom activity. The policy will include:

(i) identification of practical classes;

(ii) staff and student health and safety;

(iii) available facilities;

(iv) provision of assistance, e.g. non-teaching staff;

(v) the nature of the activities;

(vi) the nature of the equipment used;

(vii) the maturity and competence of the students; and

(viii) the capabilities of the Teacher to provide expert supervision.

60.3 Scheduled class time

(a) Scheduled class time includes:

(i) all scheduled classes allocated to the Teacher, whether that class consists of a single student or a group of students;

(ii) any sport/activity sessions allocated to the Teacher which are scheduled during normal class time;

(iii) in secondary schools, scheduled homeroom duties;

(iv) in primary schools, all scheduled classes allocated to the Teacher from the time that students are required to be in attendance; and

(v) scheduled assemblies.

(b) While included in professional expectations, the following are not part of scheduled class time:

(i) any sport sessions taken by the Teacher outside normal school time;

(ii) staff meetings;

(iii) the time that Teachers are in classrooms other than the times that students are required to be in attendance;

(iv) student recess and lunchbreaks;

(v) the time spent outside normal school time on school camps, excursions, etc.;

(vi) yard supervision, bus duty, etc.;

(vii) extras (secondary schools).

60.4 Limits

(a) In primary schools, full-time Teachers may be allocated a maximum scheduled class time of:

(i) 21.5 hours per week; and

(ii) 21 hours per week in the 2024 school year and subsequent years.

(b) In secondary schools, full-time Teachers may be allocated a maximum scheduled class time of:

(i) 19 hours per week; and

(ii) 18.5 hours per week in the 2024 school year and subsequent years.

Where a school operates a cyclical timetable, scheduled class time shall not exceed the equivalent of the applicable maximum weekly scheduled class time for a full-time Teacher.

(c) In schools where Teachers teach across primary and secondary classes, the Consultative Committee can vary the scheduled class time limits for those Teachers.

(d) Part-time Teachers shall be allocated a pro-rata amount of scheduled class time.

60.5 Variation of limits

(a) The limits on scheduled class time may be exceeded for individual Teachers, subject to:

(i) agreement from that Teacher;

(ii) agreement from the Consultative Committee; and

(iii) a reduced load in some other aspect of that Teacher's duties.

60.6 Averaging

(a) Primary schools:

The total scheduled class time per week in clause 60.4 may be averaged over the term, save that it cannot normally be more than:

(i) 23 hours in any one week; and

(ii) 22.5 hours in any one week in the 2024 school year and subsequent years.

(b) Secondary schools:

The total scheduled class time per week in clause 60.4 may be averaged over the terms of semesters in a school year, save that the maximum in any one term or semester shall not exceed the following:

(i) 20 hours in any one week or 21 with the agreement of the Teacher; and

(ii) 19.5 hours in any one week or 20.5 with the agreement of the Teacher in the 2024 school year and subsequent years.

If averaging over a year is proposed in terms of this clause, then such a proposal shall first be the subject of consultation with the Consultative Committee and recommendation to the Principal.

60.7 Extras in secondary schools

(a) An extra in a secondary school is defined as any class taken by a Teacher which is in addition to the maximum number of hours of scheduled class time in clause 60.4(b). These extras do not include classes which are taken in lieu of a Teacher's scheduled classes.

(b) Unless a Teacher agrees, the maximum number of extras per annum for full-time Teachers is as follows (with no more than one extra per week):

(i) 10 hours in the 2023 school year;

(ii) five hours in the 2024 school year; and

(iii) no extras in the 2025 school year and subsequent years.

(c) Part-time Teachers shall have a pro-rata maximum.

(d) Extras in secondary schools are part of class focus time as defined in clause 59.2(b).

(e) The Consultative Committee shall develop a local policy on extras which shall give consideration to the following factors:

(i) equity of distribution;

(ii) individual staff preferences; and

(iii) pastoral care issues.

60.8 Teachers in their first year of experience

(a) In primary schools, first-year Teachers may be allocated the following maximum number of hours of scheduled class time per week averaged over a term:

(i) 20 hours; and

(ii) 19.5 hours in the 2024 school year and subsequent years.

(b) In secondary schools, first-year Teachers may be allocated the following maximum number of scheduled class time hours per week averaged over a term:

(i) 17 hours; and

(ii) 16.5 hours in the 2024 school year and subsequent years.

60.9 Professional practice time

(a) A full-time Teacher will be entitled to release from scheduled class time for the purposes of additional time to focus on improved delivery of high-quality teaching and learning, in accordance with the following table:

Period during which time release is to be used	Amount of time release (in days, or equivalent separate periods)
Semester 1, 2023	1 day or 5 hours
Semester 2, 2023	1 day or 5 hours
2024	1 day or 5 hours
2025	1 day or 5 hours

This time release is pro-rata for a Teacher employed part-time.

(b) Work done in that time will be consistent with school priorities and selected from the following areas:

(i) planning;

(ii) preparation;

(iii) assessment of student learning;

(iv) collaboration;

(v) curriculum development; and

(vi) relevant professional development.

(c) The timing and focus of the time release will be nominated by the Teacher and be agreed in consultation with the Principal.

(d) Where the timing and/or focus are not agreed, the timing will be determined by the Principal and the focus will be determined by the Teacher consistent with the focus areas set out above.

61. Positions of Leadership

61.1 Positions of Leadership – structure and appointment

(a) Each school will have the flexibility to determine its own promotion structure within the Positions of Leadership pool arrangements.

(b) The Consultative Committee shall make recommendations to the Principal concerning:

(i) the structure of Positions of Leadership in the school;

(ii) the nature and role of those positions;

(iii) the method of appointment;

(iv) the tenure of the positions;

(v) the level of the allowance to apply to each position or the amount of any other allowance;

(vi) the time release to apply to each position; and

(vii) the amount of the pool (up to a maximum of 15% in secondary and 20% in primary) to be expected on time release.

(c) The Principal selects and appoints staff to the Positions of Leadership.

61.2 Positions of Leadership – pool arrangements

(a) Each school shall expend a minimum amount on Positions of Leadership. The minimum size of the Positions of Leadership pool will be calculated on the basis of the number of students.

(b) The amount per student will be as follows from the commencement of the school year:

Level	2023	2024	2025
Primary – 150 or more	$100	$103	$106
Primary – less than 150	$139	$143	$148
Secondary	$145	$150	$155

(c) In schools with primary and secondary classes, the Consultative Committee shall make a recommendation on whether there should be either two separate primary/secondary pools or one combined pool.

61.3 Positions of Leadership – allowances

(a) Subject only to the following provisions of this clause, the Positions of Leadership allowances set out in Schedule 10 will be payable.

(b) The Consultative Committee shall be able, by majority decision, to recommend another amount as the allowance for a position, except that it cannot recommend a minimum allowance less than Position of Leadership 1 unless an amount less than this figure remains in the pool. These amounts shall be adjusted by the same percentage on the same dates as the amounts prescribed for the Position of Leadership 4.

61.4 Positions of Leadership – tenure

(a) The Consultative Committee shall recommend a period of limited tenure for all appointments of between two to five years.

(b) Where an incumbent Position of Leadership holder resigns from a position prior to the end of the period of tenure, the Principal may appoint a replacement to that position for the duration of the original appointment.

(c) Where an Employee's Position of Leadership is not going to be renewed, the Employee will be provided with not less than seven weeks' notice in term time prior to the end of the appointment.

61.5 Positions of Leadership – variations

The Principal may decide, with the support of the majority of the Consultative Committee, on alternative arrangements to those set out in clause 61.4(a) with respect to tenure of less than two years and an allocation of time release up to 30% of the pool in secondary and 40% in primary. Where such a variation is proposed, the Union shall be given two weeks' notice prior to a vote being taken.

PART 4

Primary School Principals: Salaries and Specific Conditions of Service

Part 4
Primary School Principals: Salaries and Specific Conditions of Service

62. Principal advertisements

All advertised vacancies for Primary School Principals shall contain the following information:

(a) duration of the proposed appointment;

(b) proposed classification; and

(c) enrolment (as at the February preceding the advertised vacancy).

63. Experience on appointment and reappointment

63.1 First Principal appointment

(a) On appointment to a Principal position, the level is determined by the enrolment at the school in the year that the Principal position is advertised.

(b) The Principal will be appointed to the first salary point in the level as determined by the enrolment of the school when the position is advertised.

64. Second and subsequent Principal appointment

64.1 The enrolment level is the same

On a second or subsequent appointment as the Principal at a school where the enrolment level is the same as that of the Principal's previous appointment, the Principal's salary will be maintained.

64.2 The enrolment level is higher

Appointment to a school at a higher level than the previous school shall be at the first increment of that level or to that increment within that level which equals the existing salary, whichever is the higher. Where the Principal has been at the existing salary for 12 months or more, the appointment will be to the next highest increment.

64.3 The enrolment level is lower

Primary School Principals with previous experience as a Principal appointed to a school:

(a) with an enrolment one or two levels below the previous level will be paid at the rate of pay applicable to the former position for the duration of the contract or contracts at the school with the lesser enrolment; or

(b) with an enrolment more than two levels below the previous level will be paid at a rate no less than the highest increment two levels above that applicable to the enrolment of the new school. This will apply for the duration of the contract or contracts at the school with the lesser enrolment.

64.4 Principal appointment at a new school

On appointment to a Principal position at a new school, the level is determined by the level that it is predicted the enrolment will reach during the term of the contract, at the time the Principal position is advertised.

65. Principals – alternative leadership models

(a) There shall normally be one Principal for each primary school.

(b) Where it is proposed there be an alternative structure, such as a single Principal position for more than one primary school, or an Executive Principal arrangement whereby a number of Principals report to an Executive Principal with oversight of a group of schools, the Union shall be consulted.

(c) The consultation will occur as soon as possible and will attempt to reach agreement on the structure, the tenure of the structure and appropriate remuneration.

66. Change of enrolment during the appointment period of the Principal at a school

66.1 The enrolment level is higher

(a) Where, in any given year of a Principal's appointment, the enrolment of the school increases to a level higher than the level to which the Principal is appointed, the Principal shall be entitled to receive a Higher Enrolment Band Allowance for that school year.

(b) The Higher Enrolment Band Allowance will be the difference between the first salary point in the level as determined by the enrolment of the school in the given year and the actual salary of the Principal.

(c) Where a Principal again becomes entitled to a Higher Enrolment Band Allowance in the next year, the Higher Enrolment Band Allowance will be the difference between the next salary point in the level as determined by the enrolment of the school and the actual salary of the Principal.

(d) Where a Principal continues to be entitled to a Higher Enrolment Band Allowance for three consecutive years, then the Principal will be considered to have been reclassified to the relevant level as determined by the enrolment of the school on 1 May in the third year.

66.2 The enrolment level is lower

Where, in any given year of the Principal's appointment, the enrolment of the school decreases below the enrolment band on which the Principal's appointment was determined, the Principal shall be entitled to continue to receive their salary on appointment for that year.

66.3 Co-Principals (Primary)

Where a decision is made to appoint two Co-Principals (Primary) in a school, each Primary School Principal will be paid at the rate of the Primary School Principal for that school and there will be no obligation to appoint a Deputy Principal.

67. Expense reimbursement

Primary School Principals shall be entitled to be appropriately reimbursed for reasonable expenses incurred in the performance of their duties, provided that such expenses should ordinarily be approved by the Employer in advance.

68. Salary maintenance and compensation

(a) A Principal has an entitlement to salary maintenance where:

(i) an Employer does not reappoint the Principal to a further contract period;

(ii) the Principal has demonstrably sought such reappointment;

(iii) the non-reappointment is not occasioned by termination of employment following clause 13; and

(iv) the Principal accepts employment in Catholic education at a salary less than the Principal's current salary.

(b) Salary maintenance is the difference between the salary of the new position and the final salary of the Principal's position. Salary maintenance will be calculated on a pro-rata basis if the new position is part-time.

(c) Salary maintenance shall continue for 12 months where the Principal has completed one contract of eight years' duration and for 24 months where the Principal has completed two or more contracts of at least 13 years' duration.

(d) A Principal has an entitlement to compensation where:

(i) an Employer does not reappoint the Principal to a further contract period;

(ii) the Principal has demonstrably sought such reappointment;

(iii) the non-reappointment is not occasioned by termination of employment following clause 13; and

(iv) the Principal can provide evidence that they have applied for other Principal positions in Catholic education and cannot obtain such a position.

(e) Compensation is a lump sum payment equal to six months' salary (including superannuation) after one contract of eight years' duration or 12 months' salary (including superannuation) after two or more contracts.

(f) A Principal has an entitlement to either salary maintenance or compensation, but not both.

(g) Where, in a particular circumstance, a Principal's initial contract is less than eight years, salary maintenance or compensation payments as provided by this clause shall apply if the contract is six years or more.

69. Principal consultation

Where the Employer proposes to introduce a major change which may impact the workload required of Principals, the Employer will consult with Principals about the proposed change prior to the decision to implement the change.

PART 5

Education Support Employees: Salaries and Specific Conditions of Service

Part 5
Education Support Employees: Salaries and Specific Conditions of Service

70. Rates of pay

70.1 Category A

A full-time Category A Education Support Employee shall be paid within the appropriate level specified in Schedule 4.

70.2 Category B

A Category B Education Support Employee's weekly rate of pay shall be calculated according to the following formula:

$$\text{Category B weekly rate} = \text{Category A weekly rate} \times \frac{48}{52}$$

70.3 Category C

A Category C Education Support Employee's weekly rate of pay shall be calculated according to the following formula:

$$\text{Category C weekly rate} = \text{Category A weekly rate} \times \frac{50}{52}$$

70.4 Part-time

A part-time Education Support Employee's weekly rate of pay shall be calculated according to the following formula:

$$\text{Category A, B or C weekly rate} = \frac{\text{Hours worked per week}}{38}$$

70.5 Casual rate

(a) A Casual Education Support Employee's hourly rate of pay is calculated by taking the lowest pay subdivision of the appropriate classification (Category A) level in Appendix 5, dividing by 38 and adding a loading of 33.3% to the nearest 10 cents.

(b) A Casual Education Support Employee required to attend for duty by the Employer for less than two hours on any day must be paid for a minimum of two hours for any attendance.

70.6 Further classification information

(a) If an Employer requests an Education Support Employee to obtain a higher level of skill through a qualification, this request shall be put in writing. The letter shall include a guarantee that, upon successful completion of the study, the Education Support Employee shall advance to the appropriate higher level of pay.

(b) Possession of a qualification is not an automatic guarantee of classification at a particular level.

(c) If the Education Support Employee believes that the nature of the job has changed to such an extent as to warrant a reclassification, the Education Support Employee shall apply to the Principal with supporting evidence. If a dispute arises as to the level of classification, clause 22 shall apply.

70.7 Education Support Level 2 salary on commencement of employment

An Employee who commences employment and does not have prior relevant work experience will commence employment at the lowest subdivision of Level 2.

An Employee who commences employment and holds relevant work experience or an equivalent combination of relevant experience and/or education or training will commence at Level 2-4 or the equivalent higher subdivision commensurate with their years of relevant experience.

70.8 School nurses

(a) Where an Employee is employed as an enrolled nurse (diploma qualified) to provide primary nursing care with its associated administrative responsibilities, the Employee will commence at classification ES 2-5 and be paid in accordance with Schedule 4 – Education Support Salaries.

(b) Where an Employee is employed as a registered nurse (degree qualified) to provide health counselling and health education, and act in a resource capacity to the school community, in addition to providing primary care and its associated administrative duties, the Employee will be classified at not less than ES Level 3 and paid in accordance with Schedule 4 – Education Support Salaries.

71. Hours of work

71.1 Education Support Employees

(a) A full-time Education Support Employee is one whose ordinary hours of work are 38 in any one week.

(b) An Education Support Employee may, at the discretion of the Principal, be directed, among other things, to attend staff meetings, interviews and parent–Teacher nights, provided that, if the weekly hours for which one is employed are exceeded, then clause 71.5 of this Agreement shall apply.

(c) Hours of work shall be between 8.00 am and 6.00 pm of a weekday except by mutual agreement.

71.2 Part-time Education Support Employees

(a) A part-time Education Support Employee is one whose ordinary hours of work are less than 38 hours per week in that school, not being a Casual Education Support Employee.

71.3 Breaks

71.3.1 Education Support Employees shall be entitled to an unpaid meal break of at least 30 minutes. This meal break will be taken at a mutually convenient time, provided that no more than five continuous hours are worked prior to the meal break.

71.3.2 Education Support Employees shall be entitled to school recesses without deduction of pay where these fall within the hours of the Education Support Employee's employment.

(a) The timing of such recesses can be varied by mutual agreement.

(b) Where the paid recess is longer than 20 minutes, the Education Support Employee may be required to perform duties during the break provided that:

(i) the period free from duties is not less than 20 minutes;

(ii) the duties are relevant to the Employee's role; and

(iii) the arrangement does not reduce the Employee's FTE or income.

71.4 Make-up time

Education Support Employees may elect, with the consent of their Employer, to work "make-up time", under which the Employee takes time off during working hours and works those hours at a later time, during the spread of ordinary hours provided in this Agreement.

71.5 Overtime

All time worked by Education Support Employees in excess of the weekly hours for which one is employed shall be granted as time off in lieu at ordinary time, or paid a loading of 33.3% on the normal hourly rate. The number of hours may only exceed three by mutual agreement.

71.6 Time in lieu

(a) An Education Support Employee with an entitlement under clause 71.5 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.

(b) Overtime taken as time off during ordinary time hours shall be taken at the ordinary time rate.

(c) An Employer shall, if requested by an Education Support Employee, provide payment at the rate provided for the payment of overtime in the Agreement for any overtime worked under clause 71.5 where such time has not been taken within four weeks of accrual.

PART 6

School Services Officers: Salaries and Specific Conditions of Service

Part 6
School Services Officers: Salaries and Specific Conditions of Service

72. Appointment

Upon engagement, the Employer shall appoint the School Services Officer to the appropriate classification level as set out in Appendix 6, based on the general work descriptions, level of direction and supervision, and the required duties.

73. Rates of pay

73.1 Category A

A full-time Category A School Services Officer shall be paid the rate specified in Schedule 5.

73.2 Category B

A Category B School Services Officer's weekly rate of pay shall be calculated according to the following formula:

$$\text{Category B weekly rate} = \text{Category A weekly rate} \times \frac{48}{52}$$

73.3 Category C

A Category C School Services Officer's weekly rate of pay shall be calculated according to the following formula:

$$\text{Category C weekly rate} = \text{Category A weekly rate} \times \frac{50}{52}$$

73.4 Category D

A full-time Category D School Services Officer shall be paid the rate specified in Schedule 5 in respect of all weeks worked.

73.5 Part-time

A part-time School Services Officer's weekly rate of pay shall be calculated according to the following formula:

$$\text{Category A, B, C or D weekly rate} = \frac{\text{Hours worked per week}}{38}$$

73.6 Casual rate

(a) A Casual School Services Officer's normal hourly rate of pay is calculated by taking the rate of pay of the appropriate classification level (Category A), dividing by 38 and adding a loading of 33.3% to the nearest 10 cents.

(b) A Casual School Services Officer must be paid for a minimum of four hours for any attendance.

73.7 Further classification information

(a) If an Employer requests a School Services Officer to obtain a higher level of skill through a qualification, this request shall be put in writing. The letter shall include a guarantee that, upon successful completion of the study, the School Services Officer shall advance to the appropriate higher level of pay.

(b) Possession of a qualification is not an automatic guarantee of classification at a particular level.

(c) If the School Services Officer believes that the nature of the job has changed to such an extent as to warrant a reclassification, the School Services Officer shall apply to the Principal with supporting evidence. If a dispute arises as to the level of classification, clause 22 shall apply.

74. Hours of work

74.1 Full-time School Services Officers

A full-time School Services Officer is one whose ordinary hours of work, exclusive of meal breaks, are 38 per week. Ordinary hours shall be worked in five days Monday to Friday inclusive, between the hours of 7.00 am and 6.00 pm. By agreement between the Employer and an Employee, the hours may be averaged over a four-week period in accordance with clause 74.3.

74.2 Part-time School Services Officers

A part-time School Services Officer is one whose ordinary hours of work are less than 38 hours per week in that school, not being a Casual School Services Officer.

74.3 Averaging of hours – School Services Officers

(a) An Employer and a School Services Officer may agree that the ordinary hours of work provided by clause 74.1 will be worked as a 19-day month, in which case the following provisions shall apply:

(i) each School Services Officer of the school subject to this Agreement shall work 152 hours over 19 days in each four-week period with one rostered day off on full pay in each such period;

(ii) each School Services Officer shall accrue 24 minutes for each eight-hour day worked by the Employee to give the School Services Officer an entitlement to take a rostered day off;

(iii) each day of paid leave taken by a School Services Officer (but not including long service leave or any period of standdown, and any public holiday occurring during any cycle of four weeks) shall be regarded as a day worked for the purpose of accruing an entitlement under clause 74.3(a)(ii) of this Agreement;

(iv) rostered days off shall not be regarded as part of the School Services Officer's annual leave for any purpose;

(v) notwithstanding any other provisions of this clause, a School Services Officer shall not be entitled to more than 12 paid rostered days off in any 12 months of consecutive employment;

(vi) any School Services Officer who is scheduled to take a rostered day off before having worked a complete four-week cycle shall be paid a pro-rata amount for the time that the School Services Officer has accrued in accordance with clause 74.3(a)(ii);

(vii) any School Services Officer whose employment is terminated in the course of a four-week cycle shall be paid a pro-rata amount for the time accrued by the School Services Officer in the cycle in accordance with clause 74.3(a)(ii);

(viii) rostered days off shall be scheduled by mutual agreement between the School Services Officer and the school;

(ix) a School Services Officer shall be advised by the Employer at least four weeks in advance of the day on which the School Services Officer is to be rostered off duty;

(x) a School Services Officer may, following the provision of notice and with the agreement of the Employer, substitute the day on which the School Services Officer is scheduled to be rostered off duty for another day; and

(xi) any School Services Officer required to work on their rostered day off shall be paid in accordance with the provisions of clause 74.4, and shall also receive another rostered day off in lieu.

74.4 Overtime

(a) Overtime at the rate of 50% or time in lieu for overtime worked Monday to Friday, or at the appropriate rate for all other times, is payable in respect of all hours worked in excess of 38 per week or 40 per week in respect of School Services Officers in receipt of a rostered day off. On any one day, overtime is payable in respect of all hours worked in excess of seven hours 36 minutes, or eight hours in respect of School Services Officers in receipt of a monthly rostered day off, exclusive of meal breaks.

(b) Where a School Services Officer is required to work overtime and such overtime is not continuous with ordinary duty, or is on a day which they would not have been required to work, the minimum overtime payment or time in lieu payable for each separate overtime attendance shall be four hours at the prescribed overtime rate. For the purposes of determining whether an overtime attendance is or is not continuous with ordinary duty, or is or is not separate from other duty, any meal period of up to one hour shall be disregarded.

(c) All hours worked between midnight Friday and midnight Saturday shall be paid at time and one-half the ordinary hourly rate. All hours worked between midnight Saturday and midnight Sunday shall be paid at twice the ordinary hourly rate of pay. All hours worked on a public holiday shall be paid at double time and one-half the ordinary hourly rate.

(d) When overtime work for a School Services Officer is necessary, it shall, wherever reasonably practicable, be so arranged that Employees have at least 10 consecutive hours off duty between the work of successive days. A School Services Officer other than a Casual School Services Officer 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 10 consecutive hours off duty between those times shall, subject to this clause, be released after completion of such overtime until they have had 10 consecutive hours off duty, without loss of pay, for ordinary working time occurring during such absence. If, on the instruction of the Employer, such a School Services Officer resumes or continues work without having had 10 consecutive hours off duty, they shall be paid at double rates until they are released from duty for such period, and he or she then shall be entitled to be absent until they have had 10 consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.

74.5 Time in lieu

(a) A School Services Officer with an entitlement under clause 74.4 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.

(b) Overtime taken as time off during ordinary time hours shall be at the appropriate rate for all other overtime as specified in clause 74.4.

(c) An Employer shall, if requested by a School Services Officer, provide payment at the rate provided for the payment of overtime in the Agreement for any overtime worked under clause 74.4 where such time has not been taken within four weeks of accrual.

74.6 Shift penalties

(a) Where an Employer requires a School Services Officer to work ordinary time on Monday to Friday, any part of which falls between the hours of 6.00 pm and 7.00 am, a penalty of 15% shall apply for the whole shift, additional to the ordinary rate of pay.

(b) Where, from time to time, an Employer requires a School Services Officer to work ordinary time on Monday to Friday falling wholly within the hours of 6.00 pm and 7.00 am (night shift), a penalty of 15% shall apply for the whole shift, additional to the ordinary rate of pay.

(c) Where, on an ongoing basis, an Employer requires a School Services Officer to work ordinary time on Monday to Friday which falls wholly within the hours of 6.00 pm and 7.00 am (night shift), a penalty of 30% shall apply for the whole shift, additional to the ordinary rate of pay.

(d) Where a School Services Officer wishes to work outside the spread of hours and this is not required by an Employer, the School Services Officer must request such an arrangement in writing. In the event of such a request and written agreement by the Employer, shift penalty payments shall not apply.

(e) Where more than five days continuously are worked at the revised hours, the School Services Officer must give two days' notice of reversion to the Employer's required starting and finishing times.

74.7 Broken shifts

(a) A "broken shift" means working ordinary hours in separate periods of duty each day. Broken shifts may not be worked in more than two separate periods, with each period being no less than two hours' duration. No broken shifts shall be rostered with a break of less than two hours. Rosters shall be arranged to avoid hours of work extending beyond 12 hours per day.

(b) School Services Officers working a broken shift shall be paid 15% additional to the ordinary rate of pay for all time worked.

74.8 On call/recall

(a) An on-call allowance will be paid to an Employee who is required by an Employer to hold themselves available to be recalled to work. For each period that the Employee is required to be on call, the Employee will be paid an allowance equal to:

  (i) two ordinary hours' pay for each period of up to 24 hours which includes any part of a Saturday or Sunday; and

  (ii) one ordinary hour's pay for each other period of up to 24 hours.

(b) A School Services Officer recalled to work shall be paid for a minimum period of four hours.

(c) A School Services Officer on approved annual leave or non-term weeks may not be required to work or be on call during that period.

74.9 Breaks

(a) School Services Officers shall be entitled to an unpaid meal break of at least 30 minutes. This meal break will be taken at a mutually convenient time provided that no more than five continuous hours are worked prior to the meal break.

(b) School Services Officers shall be entitled to school recesses without deduction of pay where these fall within the hours of the School Services Officer's employment.

(c) The timing of such recesses can be varied by mutual agreement.

(d) Where the paid recess is longer than 20 minutes, the School Services Officer may be required to perform duties during the break, provided that:

  (i) the period free from duties is not less than 20 minutes;

  (ii) the duties are relevant to the Employee's role; and

  (iii) the arrangement does not reduce the Employee's FTE or income.

74.10 Make-up time

School Services Officers may elect, with the consent of their Employer, to work "make-up time", under which the School Services Officer takes time off during working hours and works those hours at a later time, during the spread of ordinary hours provided in this Agreement.

74.11 Preservation of existing arrangements

Averaging of hours arrangements entered into prior to the existence of this part of the Agreement can continue and do not require a new agreement from the Employer. In respect of existing School Services Officers who do not receive a rostered day off in accordance with these arrangements, nothing in this clause shall oblige an Employer to implement a 38-hour week with a rostered day off.

74.12 Notice of hours

(a) The Employer shall advise School Services Officers of the ordinary starting and finishing times of work and the ordinary time of meal breaks, which shall be displayed in a conspicuous place accessible to the School Services Officer. Such times shall not be changed without payment of overtime for work done outside these times, unless seven days' notice of any change is given by the Employer, provided that seven days' notice shall not be required if any change of hours is by mutual agreement between the Employer and the School Services Officer.

(b) In determining whether changes to hours are necessary and in making such decisions, Employers are required to take into account the needs of the school and the family needs and/or responsibilities of the relevant School Services Officer.

(c) Nothing in this clause prevents an agreement between an Employer and a School Services Officer for the payment of hours additional to the usual hours at the ordinary time rate of pay where the total number of hours in that week is less than 38.

75. Alternative individual arrangements – resident caretakers

(a) For the purposes of this clause:

  (i) a non-monetary benefit is the provision of accommodation and the direct or indirect payment by the Employer of utilities arising from the provision of that accommodation; and

  (ii) the monetary benefits contained in clauses 74.4, 74.5, 74.6, 74.7, 74.8 and 74.9.

(b) The Employer may provide a non-monetary benefit to the School Services Officer in lieu of the monetary benefits and, subject to clause 75(e), the provision of a non-monetary benefit extinguishes any entitlement of the School Services Officer to be paid the monetary benefits.

(c) The Employer shall nominate in writing to the School Services Officer each non-monetary benefit provided to the School Services Officer in lieu of the monetary benefits.

(d) The Employer must keep a record of the number of hours worked by the School Services Officer during each pay period, including the starting and finishing times of work.

(e) At the end of each school year, if the monetary benefits calculated, using the records specified in clause 75(d), exceed the non-monetary benefits already paid, the Employer shall pay to the School Services Officer an amount (if any) equal to the difference.

(f) The money value of the non-monetary benefits is determined by:

  (i) the value of the accommodation agreed between the Employer and the School Services Officer at the time of engagement and upon review, having regard to the market value of the accommodation and the benefit derived by the particular School Services Officer from its provision;

  (ii) the cost to the Employer of any utilities paid by the Employer; and

  (iii) fringe benefits tax.

(g) If there is a dispute about any matters under this clause (including the money value of the non-monetary benefits), the dispute procedures in this Agreement (clause 22) shall be used to resolve the dispute.

PART 7

Catholic Education Office School and Student Services Employees: Salaries and Specific Conditions of Service

Part 7
Catholic Education Office School and Student Services Employees: Salaries and Specific Conditions of Service

76. Rates of pay

(a) A full-time Employee classified as a Speech Pathologist shall be paid at the appropriate subdivision and grade specified in Schedule 6.

(b) A full-time Employee classified as a Psychologist (CEO) shall be paid at the appropriate grade specified in Schedule 7.

(c) A full-time Employee classified as an Education Officer shall be paid at the appropriate subdivision or grade specified in Schedule 8.

(d) A part-time Education Officer, Senior Education Officer, Psychologist (CEO) or Speech Pathologist shall be paid a proportionate amount of the appropriate full-time weekly rate of pay, and any applicable allowance, in that proportion that the part-time Education Officer's, Senior Education Officer's, Psychologist's (CEO) or Speech Pathologist's hours bear to the applicable full-time Education Officer's, Senior Education Officer's, Psychologist's (CEO) or Speech Pathologist's hours respectively. The rate of pay shall be calculated according to the following formula:

$$\frac{\text{Hours employed}}{38} \times \text{weekly salary}$$

77. Hours of work

77.1 CEO School and Student Services Employees

A full-time Education Officer, Senior Education Officer, Psychologist (CEO) or Speech Pathologist is one whose ordinary hours of work are 38 in any one week.

77.2 Part-time CEO School and Student Services Employees

(a) A part-time Education Officer, Senior Education Officer, Psychologist (CEO) or Speech Pathologist is one whose ordinary hours of work are less than 38 hours in any one week.

(b) Where an Employer requires a part-time Education Officer, Psychologist (CEO) or Speech Pathologist to work additional hours and the part-time Education Officer, Psychologist (CEO) or Speech Pathologist agrees to work such additional hours, the Education Officer, Psychologist (CEO) or Speech Pathologist shall be paid for each additional hour or part thereof at the Education Officer's, Psychologist's (CEO) or Speech Pathologist's normal part-time hourly rate of pay, respectively.

77.3 Make-up time

CEO Employees may elect, with the consent of their Employer, to work "make-up time", under which the CEO Employee takes time off during working hours and works those hours at a later time, during the spread of ordinary hours provided in this Agreement.

PART 8

Catholic Education Office Administration Employees: Salaries and Specific Conditions of Service

Part 8
Catholic Education Office Administration Employees: Salaries and Specific Conditions of Service

78. Classification levels

(a) Catholic Education Office Administration Employees are employed in Catholic Education Offices in a clerical, secretarial or administrative capacity.

(b) Catholic Education Office Administration Employees shall be classified in one of the levels (1–5) as set out in Schedule 9. Employees shall be classified on the basis of the indicative duties performed hereunder and/or their responsibilities at that level.

(c) If the CEO Administration Employee believes that the nature of the job has changed to such an extent as to warrant a reclassification, the CEO Administration Employee shall apply to the appropriate Director of the Catholic Education Office with supporting evidence. If a dispute arises as to the level of classification, the dispute procedures in clause 22 shall apply.

79. Rates of pay

79.1 Wages

(a) A full-time Employee classified as a CEO Administration Employee in accordance with Schedule 9 shall be paid within the appropriate subdivision scale and grade specified in Schedule 9.

(b) A Casual CEO Administration Employee's hourly rate of pay shall be calculated by taking subdivision 1 of a Level 1 CEO Administration Employee specified in Schedule 9, dividing by 38 and adding a loading of 33.3% to the nearest 10 cents.

80. Hours of work

A full-time CEO Administration Employee is one whose ordinary hours of work are 38 in any one week.

(a) A part-time CEO Administration Employee is one whose ordinary hours of work are less than 38 hours in any one week.

(b) The number of hours of employment and duties of a part-time CEO Administration Employee shall be set out in writing by the Employer at the time of engagement and at any other time when a variation occurs.

(c) A part-time CEO Administration Employee shall be paid a proportionate amount of the appropriate full-time weekly rate of pay, and any applicable allowance, in that proportion that the part-time CEO Administration Employee's hours bear to a full-time CEO Administration Employee's hours. The rate shall be assessed according to the following formula:

$$\frac{\text{Hours employed}}{38} \times \text{weekly salary}$$

(d) A Casual CEO Administration Employee is one who is employed on an hourly ad hoc basis with a minimum of three hours, for up to 15 consecutive days.

(e) CEO Administration Employees may elect, with the consent of their Employer, to work "make-up time", under which the Employee takes time off during working hours and works those hours at a later time, during the spread of ordinary hours provided in this Agreement.

(f) All time worked by CEO Administration Employees in excess of the weekly hours for which one is employed shall be granted as time off in lieu at ordinary time, or paid a loading of 33.3% on the normal hourly rate. The number of hours may only exceed three by mutual agreement.

(g) A CEO Administration Employee with an entitlement under clause 80(f) 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.

(h) Overtime taken as time off during ordinary time hours shall be taken at the ordinary time rate for overtime worked Monday to Friday for CEO Administration Employees; that is, an hour for each hour worked.

(i) An Employer shall, if requested by a CEO Administration Employee, provide payment at the rate provided for the payment of overtime in the Agreement for any overtime worked under clause 80(f) where such time has not been taken within four weeks of accrual.

APPENDIX 1

Parental Leave and Related Entitlements

APPENDIX 1

A) General

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A) General

1. Definitions

1) "Adoption-related leave" means leave of either of the following kinds:
   a) parental leave taken in association with the placement of a child for adoption; or
   b) pre-adoption leave.
2) "Appropriate safe job": see clause 16(2) of this Appendix.
3) "Birth-related leave" means leave of either of the following kinds:
   a) parental leave taken in association with the birth of a child; or
   b) special maternity leave.
4) "Casual Employee" means an Employee employed under this Agreement on a casual basis and includes Casual Relief Teachers.
5) "Catholic education": see clause 5(d) of the Agreement.
6) "Concurrent leave": see clause 3(14) of this Appendix.
7) "Continuous service": see clause 6 of the Agreement.
8) "Day of placement", in relation to the adoption of a child by an Employee, means the earlier of the following:
   a) the day on which the Employee first takes custody of the child for the adoption; or
   b) the day on which the Employee starts any travel that is reasonably necessary to take custody of the child for the adoption.
9) "First Employer": see clause 18(1) of this Appendix.
10) "Former position": see clause 27(11) of this Appendix.
11) "Half-pay leave": see clause 4(13) of this Appendix.
12) "Keeping in touch day": see clause 18(9) of this Appendix.
13) "Ordinary rate of pay": see clause 5(n) of the Agreement.
14) "Pre-parental leave position" in relation to an Employee is:
   a) unless subparagraph (b) applies, the position the Employee held before starting parental leave; or
   b) if, before starting parental leave, the Employee:
      i) was transferred to a safe job because of her pregnancy;
      ii) reduced her working hours due to her pregnancy; or
      iii) was working under a part-time working agreement;

   the position the Employee held immediately before that transfer, reduction or temporary arrangement.

15) "Relevant date": see clause 2(3) of this Appendix.

16) "Relevant Employer", for the purposes of this Appendix, means any body listed in Appendix 9 of the Agreement.

17) "Required leave": see clause 15(2) of this Appendix.

18) "Risk period": see clause 16(1) of this Appendix.

19) "Second or subsequent Employer": see clause 18(5) of this Appendix.

20) "Spouse": see clause 5(w) of the Agreement.

2. Eligibility

General provision

1) To avoid doubt, the unpaid parental leave entitlements set out in this Appendix operate concurrently with, rather than in addition to, an Employee's unpaid parental leave entitlements under the NES.

Three school terms of continuous service

2) An Employee, other than a Casual Employee, is entitled to leave under this Appendix where the Employee has completed either three school terms or 30 school weeks of continuous service in Catholic education immediately before the relevant date (see paragraph (3)).

3) For the purpose of paragraph (2), the relevant date is the later of:

   a) if the leave is birth-related leave and (c) does not apply – the date of birth, or the expected date of birth, of the child;

   b) if the leave is adoption-related leave and (c) does not apply – the day of placement, or the expected day of placement, of the child; or

   c) for either birth-related leave or adoption-related leave, if the Employee is taking a period of parental leave that is to start after the birth or placement of the child – the date on which the Employee's period of leave is to start.

Employees not otherwise entitled to leave

4) An Employee:

   a) who is employed under this Agreement as a Casual Employee; or

   b) who is otherwise not eligible for leave under paragraph (2);

   is eligible for pre-adoption leave and unpaid no safe job leave under this Appendix.

Fixed-term Employees' leave ends with contract

5) An Employee who is on a fixed-term contract and who meets the eligibility criteria in this clause is entitled to parental leave under this Appendix. Save that for a fixed-term Employee, the period of leave, including paid parental leave, shall not extend beyond the period for which they have been engaged as a fixed-term Employee. See clauses 4(19) and 4(20) as to an eligible fixed-term Employee's paid parental leave and lump sum payments.

Employees not eligible may take leave without pay

6) In the event of the birth or adoption of a child by an Employee who is not entitled to leave (other than pre-adoption leave or unpaid no safe job leave) under this Appendix because the Employee has not completed three school terms or 30 school weeks of continuous service, the Employee is entitled to leave without pay from the day of placement or date of birth of the child (or from such earlier date as agreed with the Employer) until the end of the school year.

Additional rules for adoption-related leave

7) An Employee is not entitled to adoption-related leave unless the child who is placed with the Employee for adoption:

   a) is under 16 years of age as at the day of placement;

   b) has not lived continuously with the Employee for a period of six months or more as at the day of placement or proposed day of placement; and

   c) is not (other than because of the adoption) a child or stepchild of the Employee or the Employee's spouse.

Care of a child under a permanent care program

8) This Appendix applies to an Employee who undertakes the care of a child through a placement under a permanent care program (through the Department of Families, Fairness and Housing). This means that the Employee may be eligible for pre-adoption leave, unpaid parental leave and paid parental leave in relation to the child. The additional rules for adoption-related leave in paragraph (7)(b) and (c) apply to the placement of a child under a permanent care program.

3. Period of leave

Entitlement to 156 weeks of leave

1) Subject to paragraph (5), an Employee is entitled to up to 156 weeks of parental leave if the leave is associated with:

   a) the birth of a child of the Employee or the Employee's spouse; or

   b) the placement of a child with the Employee for adoption;

   and the Employee will have a responsibility for the care of the child.

2) Save for any periods of paid leave under clauses 4 and 5, the parental leave is unpaid.

3) The maximum of 156 weeks of leave includes the following periods taken by the Employee:

   a) unpaid parental leave;

   b) paid parental leave (clause 4);

   c) paid leave taken in conjunction with parental leave (clause 5);

   d) if applicable, required leave (clause 15);

   e) paid work with a relevant Employer during the period of parental leave (clause 18); and

   f) keeping in touch days (clause 18).

4) An Employee's entitlement to 156 weeks of leave is further reduced by any parental leave (with the exception of concurrent leave) taken by the Employee's spouse in relation to the child.

5) The period of 156 weeks of leave may be extended where Employees accessing more than 104 weeks of parental leave are subject to a return to work at the commencement of a school year only (as per paragraph (9)), unless otherwise agreed.

6) The maximum of 156 weeks of leave does not include the following periods taken by the Employee:

   a) special maternity leave (whether or not this is taken as paid personal leave) taken by the Employee while she is pregnant in accordance with clause 14; or

   b) paid no safe job leave taken in accordance with clause 16.

Leave must be taken in single continuous period

7) The Employee must take parental leave in a single continuous period. The exceptions to this rule are concurrent leave, flexible unpaid parental leave, leave commenced under clause 13 (hospitalised children), special maternity leave, leave commenced under clause 12 (pre-adoption leave), no safe job leave, paid work in Catholic education and keeping in touch days.

Timing of leave

8) If the period of parental leave taken by an Employee is one school term or more:

   a) the Employee is encouraged to, so far as practicable, commence leave at the end of a school term; and

   b) the Employee is required to return to work at the start of a school term, preferably at the start of a school year. An Employer may by agreement with the Employee arrange for an Employee to return to work at some date earlier than the commencement of a school term.

9) If the period of parental leave taken by an Employee is 104 weeks or more, the Employee is required to return to work at the start of a school year, even if this extends the total period of parental leave beyond 156 weeks, unless otherwise agreed with the Employer.

When birth-related leave must start for pregnant Employee

10) If the leave is birth-related leave for an Employee who is pregnant with a child, the period of leave may start:

    a) at any time within six weeks before the expected date of birth of the child; or

    b) earlier, if the Employer and Employee so agree;

    but must not start later than the date of birth of the child, unless paragraph (11) applies.

11) Despite paragraph (10), the period of leave for an Employee who is pregnant with the child may start at any time within 156 weeks after the date of birth of the child if the Employee has a spouse who is not an Employee and who has a responsibility for the care of the child for the period between the date of birth of the child and the start date of the leave.

When birth-related leave must start for other Employees

12) If the leave is birth-related leave but the Employee is not pregnant with the child, the period of leave must start:

    a) on the date of birth of the child; or

    b) at any time within 156 weeks after the date of birth of the child, if the Employee has a spouse who:

       i) is on parental leave between the date of birth of the child and the start date of the leave; or

       ii) is not an Employee and who has a responsibility for the care of the child for the period between the date of birth of the child and the start date of the leave.

When adoption-related leave must start

13) If the leave is adoption-related leave, the period of leave must start:
    a) on the day of placement of the child; or
    b) at any time within 156 weeks after the day of placement of the child, if the Employee has a spouse who:
        i) is on parental leave between the day of placement of the child and the start date of the leave; or
        ii) is not an Employee and who has a responsibility for the care of the child for the period between the day of placement of the child and the start date of the leave.

Limited entitlement to take concurrent leave

14) An Employee may take up to eight weeks of parental leave at the same time that the Employee's spouse also takes parental leave (concurrent leave). The concurrent leave may be taken in separate periods, but, unless the Employer agrees, each period must not be shorter than two weeks.

15) Unless the Employer agrees, the concurrent leave must not start before:
    a) if the leave is birth-related leave – the date of birth of the child; or
    b) if the leave is adoption-related leave – the day of placement of the child.

16) Concurrent leave is an exception to the rules about when the Employee's period of parental leave must start and the rule that the Employee must take leave in a single continuous period.

Flexible unpaid parental leave

17) Flexible unpaid parental leave is part of the National Employment Standards.

4. Paid parental leave

1) Paid parental leave refers to:
    a) paid maternity leave;
    b) paid adoption leave;
    c) paid partner leave;
    d) paid pre-natal leave; and
    e) paid kinship or foster care leave.

Eligibility for paid parental leave

2) Subject to paragraph (3), an Employee who is eligible for a period of parental leave will be eligible for a period of paid parental leave.

3) An Employee who has previously taken a period of paid parental leave must have returned to work in Catholic education for three school terms or 30 school weeks in order to be eligible for a subsequent period of paid parental leave.

Paid maternity leave

4) If the leave is birth-related leave and the Employee has given birth to the child, the Employee is entitled to paid maternity leave of 16 weeks.

Paid adoption leave

5) If the leave is adoption-related leave and the Employee does not have a spouse who is employed in Catholic education, the Employee is entitled to paid adoption leave of 16 weeks.

6) If the leave is adoption-related leave and the Employee has a spouse who is employed in Catholic education, the Employee and the Employee's spouse are entitled to an aggregate of 16 weeks of paid adoption leave between them. For example, the Employees may each take eight weeks of paid leave or the first Employee may take 13 weeks of paid adoption leave and the first Employee's spouse may take three weeks of paid adoption leave.

Paid partner leave

7) If the leave is birth-related leave and the Employee's spouse has given birth to the child, the Employee is entitled to paid partner leave of four weeks, provided that:
    a) the earliest date the leave can commence is one week prior to the expected date of the birth of the child or the actual date of birth of the child, whichever is earlier;
    b) the last date on which paid partner leave can be taken is 26 weeks after the actual date of birth of the child; and
    c) the paid partner leave may be taken in up to two separate periods.

Paid pre-natal leave

8) An Employee who is pregnant will be granted paid leave to a maximum of 38 hours to attend routine medical appointments associated with that pregnancy, subject to paragraph (10).

9) An Employee whose spouse is pregnant may access paid leave to a maximum of 15.2 hours to attend routine medical appointments associated with the pregnancy, subject to paragraph (10).

10) In order to be eligible for the paid pre-natal leave in paragraph (8) or (9), the Employee must:

    a) provide a medical certificate certifying the Employee or the Employee's spouse (as applicable) is pregnant;

    b) provide a certificate of attendance for each appointment; and

    c) schedule appointments, where possible, at times that minimise disruption to the school and/or the requirement to engage replacement staff for the period of absence.

Paid kinship or foster care leave

11) An Employee who provides short-term foster or kinship care as the primary caregiver to a child who cannot live with their parents as a result of an eligible child protection intervention is entitled to up to two days paid leave on up to five occasions per child following the placement of the child with the Employee.

Rate of pay

12) Paid parental leave is paid at the Employee's ordinary rate of pay for the Employee's ordinary hours of work for the pre-parental leave position, unless the Employee was working under a part-time working agreement following a previous period of parental leave. In that situation, the Employee's paid parental leave will be paid at the Employee's ordinary rate of pay (part-time FTE) immediately prior to commencing paid parental leave.

Half-pay leave

13) Subject to paragraph (15), an Employee who is eligible for paid maternity leave or paid adoption leave may elect to observe that entitlement at the weekly rate of pay for half the Employee's ordinary hours of work in the pre-parental leave position spread over double the period of time (half-pay leave). This means that the Employee will receive the same entitlements as an Employee who did not elect to observe half-pay leave. For example, an Employee who is eligible for 16 weeks of paid maternity leave, and combines that with two weeks of paid non-term weeks, has a total of 18 weeks of paid leave and may elect to observe that entitlement at full pay for 18 weeks or at half-pay for 36 weeks.

14) For the purposes of half-pay leave:

    a) the "initial period of paid maternity leave" means the entitlement to paid maternity leave as defined in paragraph (4); and

    b) the "initial period of paid adoption leave" means the entitlement to paid adoption leave, as defined in paragraph (5).

15) When an Employee elects to receive half-pay leave:

    a) the Employee will not be entitled to pay increases or increments beyond the initial period of paid maternity leave or the initial period of paid adoption leave. For example, where an Employee has a total of 18 weeks of paid leave (16 weeks of paid parental leave and two weeks of paid non-term weeks) and is observing that leave as half-pay leave over 36 weeks, the Employee would be entitled to a pay rise that is scheduled in the first 18 weeks but would not be entitled to a pay rise that is scheduled in the second 18 weeks;

    b) the period of half-pay leave observed beyond the initial period of paid maternity leave or the initial period of paid adoption leave shall be *inclusive* of any public holidays or non-term week periods for which the Employee would otherwise receive non-term week pay. This means the Employee will not receive additional pay for (other than payment for the half-pay leave), or have the period of paid leave extended by, any public holidays or non-term weeks that fall within the second-half of the period of half-pay leave; and

    c) pursuant to clause 25.7(b) of this Agreement, the period of half-pay leave will result in a proportional adjustment to non-term weeks pay and leave loading using the formulas under clauses 25.6 and 25.8 of this Agreement.

The period of paid parental leave

16) The period of paid parental leave commences when the Employee commences unpaid parental leave in accordance with clauses 3(10) – (13), save that for birth-related leave a period of paid parental leave cannot commence earlier than 20 weeks into the pregnancy.

17) The period or periods of paid parental leave cover the first 16 weeks (in the case of paid maternity leave and paid adoption leave) or four weeks (in the case of paid partner leave) of leave taken by the Employee that would otherwise be unpaid (save that half-pay leave may be taken over a longer period). Subject to paragraphs (18)–(20) below, an Employee who takes less than 16 weeks' parental leave (in the case of paid maternity leave and paid adoption leave) or less than four weeks' parental leave (in the case of paid partner leave) is entitled to a period of paid parental leave equivalent to the period of parental leave taken by the Employee. For example, if an Employee entitled to paid maternity leave returns to work after a 10-week period of what would otherwise be unpaid parental leave, she will receive 10 weeks of paid parental leave (not the maximum 16 weeks).

Fixed-term Employees

18) An Employee who is on a fixed-term contract and who meets the eligibility criteria in this clause is entitled to paid parental leave.

19) If a fixed-term Employee is unable to take the maximum 16 weeks' paid parental leave (in the case of paid maternity leave and paid adoption leave) or four weeks' paid parental leave (in the case of paid partner leave) due to the end of their fixed-term contract, the Employer must pay the Employee a lump sum amount equivalent to the balance of the paid parental leave not taken. For example, if a fixed-term Employee entitled to paid maternity leave takes eight weeks' paid parental leave immediately prior to the end of her fixed-term contract, she will be entitled to be paid a lump sum equivalent to the remaining eight weeks' paid parental leave not taken.

20) If a fixed-term Employee would otherwise be eligible to paid parental leave, but the expected date of birth of the child is no more than six weeks after the end of the Employee's fixed-term contract, the Employer must, at the end of the contract, pay the Employee a lump sum amount equivalent to 16 weeks of paid parental leave. For example, if an Employee is on a fixed-term contract that ends on 28 January and the Employee is due to give birth on 6 February, the Employee will be entitled to a 16-week lump sum payment at the end of the contract.

Paid parental leave counts as service

21) A period of paid parental leave counts as service.

5. Interaction with paid leave

1) Subject to clause 4(15)(b), an Employee taking parental leave may take only one form of paid leave at a time. For example, an Employee cannot take paid parental leave while receiving non-term weeks pay for the same period. The period of paid parental leave would cease over the non-term week period for which the Employee receives non-term weeks pay and resume after that period.

Annual leave and long service leave

2) An Employee may instead of or in conjunction with parental leave take any annual leave or long service leave (or any part of such leave) to which the Employee is entitled.

Paid non-term weeks

3) Paragraphs (4) and (5) apply to an Employee who is entitled to paid non-term weeks and who takes a period of parental leave.

4) An Employee who has taken 15 or fewer days of unpaid leave (including unpaid parental leave and any other unpaid leave) during the school year is entitled to the full amount of non-term weeks pay.

5) An Employee who has taken more than 15 days of unpaid leave (including unpaid parental leave and any other unpaid leave) during the school year will be entitled to a pro-rata amount of non-term weeks pay, calculated in accordance with clause 25 of this Agreement.

Public holidays

6) An Employee taking parental leave is entitled to payment for public holidays only where the public holiday falls during a period of paid leave (such as paid parental leave, annual leave or long service leave), such that the Employee is taking paid leave on the days either side of the public holiday. If a public holiday falls during a period for which an Employee taking parental leave is receiving non-term weeks pay, the Employee will not receive separate payment for the public holiday as it is part of the non-term weeks pay. An Employee is not entitled to payment for public holidays during a period of unpaid parental leave.

Personal/carer's leave and compassionate leave

7) An Employee is not entitled to take paid personal/carer's leave or compassionate leave while the Employee is taking parental leave, with the exception of:

   a) personal leave taken during a period of special maternity leave;

   b) compassionate leave in relation to the stillbirth or death of the child in relation to whom the Employee is taking unpaid parental leave; and

   c) personal leave taken during a period of long service leave as permitted by the long service leave provisions in this Agreement.

Community services leave

8) An Employee is not entitled to any payment for community services leave in relation to activities the Employee engages in while taking parental leave.

Paid leave does not extend parental leave

9) The taking of any annual leave, long service leave, paid non-term weeks or paid public holidays does not break the continuity of the period of parental leave and does not extend the period of parental leave beyond the maximum of 156 weeks, subject to clause 3(5).

6. Miscarriage, stillbirth, child dies (birth-related leave)

1) This clause applies to birth-related leave only.

2) Where an Employee would have been entitled to unpaid parental leave that is birth-related leave, if the child had lived, and:

   a) the child is stillborn;

   b) the Employee has a miscarriage, and the Employee has been pregnant for at least 20 weeks, or has been pregnant for less than 20 weeks but has already commenced parental leave (other than special maternity leave);

   c) the Employee has commenced parental leave and their spouse has a miscarriage; or

   d) the child is born and later dies;

   the Employee is entitled to:

   e) take the full amount of parental leave (including any paid parental leave to which the Employee is entitled) that the Employee originally intended to take; or

   f) give written notice of their intention to the Employer, if the Employee wishes to cancel the scheduled parental leave or return to work prior to the intended end date of the parental leave. The Employer must advise the Employee of the return to work date, which must be no later than the start of the next school term after the date of notice given.

Employee pregnant for less than 20 weeks and has not commenced leave

3) This paragraph applies to an Employee who has been pregnant for less than 20 weeks and who has not yet commenced parental leave (other than any special maternity leave). If the pregnancy of the Employee ends by miscarriage, the Employee will be entitled to special maternity leave under clause 14 and any other parental leave applied for will be cancelled.

Employee has not commenced leave and spouse has miscarriage

4) This paragraph applies to an Employee who has applied for but not commenced parental leave and whose spouse has been pregnant. If the pregnancy of the Employee's spouse ends by miscarriage, the parental leave applied for but not commenced will be cancelled. Depending on the circumstances, the Employee may be entitled to take personal leave. See also paragraph (5).

Other arrangements

5) Nothing in this clause prevents the Employer and the Employee from making alternative arrangements regarding the taking of leave or the return to work of the Employee, taking into consideration the Employee's particular circumstances.

7. Cancellation of placement, child dies (adoption-related leave)

1) This clause applies to adoption-related leave only.

Cancellation of placement for adoption before leave commences

2) If an Employee has applied for but not commenced parental leave and the placement of the child for adoption does not proceed, the parental leave will be cancelled.

Child dies or cancellation of placement for adoption after leave commences

3) If an Employee has commenced parental leave and either:

   a) the placement of the child for adoption does not proceed; or

   b) the Employee has taken custody of the child for adoption and the child later dies;

   the Employee is entitled to take the full amount of parental leave (including any paid parental leave to which the Employee is entitled) that the Employee originally intended to take.

4) If the Employee wishes to return to work prior to the intended end date of the parental leave, the Employee must give written notice of their intention to the Employer. The Employer must advise the Employee of the return to work date, which must be no later than the start of the next school term after the date of notice given.

Other arrangements

5) Nothing in this clause prevents the Employer and the Employee from making alternative arrangements regarding the taking of leave or the return to work of the Employee, taking into consideration the Employee's particular circumstances.

8. Superannuation

1) An Employee who is eligible and commences a period of parental leave on or after the commencement of this Agreement will be entitled to have superannuation contributions made in respect of the period of the Employee's parental leave absence for which they are the primary caregiver, provided that the period for which an Employee is entitled to have superannuation contributions made is capped at 52 weeks (the 52-week period is inclusive of paid and unpaid parental leave).

2) The Employer will pay the superannuation contributions as a lump sum to a compliant superannuation fund (consistent with clause 43.5(b) of this Agreement) at the conclusion of the 52-week period, provided the Employee continues to be employed at that time. This does not preclude payments during the 52-week period where this is operationally more efficient for the Employer.

3) The Employee will be entitled to superannuation contributions based on the Employee's ordinary rate of pay immediately prior to commencing a period of parental leave. The applicable contribution rate will be in accordance with the *Superannuation Guarantee (Administration) Act 1992* (Cth) at the time the payment is made.

4) The amount of superannuation contributions payable under this clause will be calculated based on the number of weeks of the Employee's parental leave absence for which they are the primary caregiver, capped at 52 weeks.

9. Effect of parental leave on service

1) A period of unpaid parental leave:

   a) does not break an Employee's continuous service; and

   b) up to a cap of 52 weeks, counts as service for the purpose of incremental progression only.

B) Before leave

10. Notice and evidence requirements

Notice periods

1) An Employee must provide the Employer with written notice of the taking of parental leave:

   a) if the leave is flexible unpaid parental leave:

      i) at the same time as notifying of any other parental leave to be taken in accordance with the requirements of this clause; or

      ii) if no other parental leave is to be taken, at least 10 weeks before starting the flexible unpaid parental leave;

   b) in all other cases, at least 10 weeks before the intended start date of the leave;

   or later if the Employer agrees.

2) If the applicable notice period in paragraph (1) is not practicable in the circumstances, the Employee must give written notice as soon as practicable.

3) The notice in paragraph (1) must specify:

   a) except for flexible unpaid parental leave, the intended or presumed start date and end date of the parental leave, and any parental leave to be taken by the Employee's spouse; or

   b) in relation to any flexible unpaid parental leave, the total number of days of such leave the Employee intends to take in relation to the child.

4) The Employee shall notify the Employer as soon as reasonably practicable of any change to the intended start date of the leave.

Evidence

5) The notice to the Employer in paragraph (1) must be accompanied by the following evidence:

   a) if the leave is birth-related leave, a medical certificate confirming the pregnancy and stating the expected date of birth of the child; or

   b) if the leave is adoption-related leave, evidence that would satisfy a reasonable person of the expected day of placement of the child and that the child will be under 16 as at the day of placement.

Confirmation or change of intended start and end dates

6) At least four weeks before the intended start date of the parental leave, the Employee must:

   a) confirm the intended start and end dates of the leave; or

   b) advise the Employer of any changes to the intended start and end dates of the leave;

   unless it is not practicable to do so.

Special rules for notice of a second or subsequent period of concurrent leave

7) If an Employee takes a second or subsequent period of concurrent leave:

   a) paragraphs (1), (3) and (6) of this clause do not apply to the Employee in relation to the second and any subsequent period of concurrent leave;

   b) if the Employee has provided the evidence required by paragraph (5) of this clause in relation to the first period of concurrent leave, the Employee is not required to provide additional evidence in relation to the second and any subsequent period of concurrent leave; and

c) the Employee must give the Employer written notice of the taking of the second and any subsequent period of concurrent leave at least four weeks before the intended start date of the leave. If that is not practicable in the circumstances, the Employee must give written notice as soon as practicable. The notice must specify the intended start date and end date of the concurrent leave.

General

8) While an Employee is required to comply with the notice and evidence requirements of this clause, the requirement is not a condition of eligibility for parental leave.

11. Pre-natal medical appointments

In addition to clause 4(8), an Employee who is pregnant is entitled to use up to five days of any accrued personal leave to attend pre-natal medical appointments.

12. Pre-adoption leave

Entitlement to pre-adoption leave

1) The Employer must grant to any Employee who is seeking to adopt a child any unpaid leave not exceeding two days that is required by the Employee to attend any interviews or examinations required to obtain approval for the Employee's adoption of a child. The leave may be taken as a single continuous period of up to two days or any separate periods to which the Employer and Employee agree. If paid leave is available to the Employee, the Employee may elect to take such leave instead of pre-adoption leave.

Notice and evidence

2) An Employee must give his or her Employer notice of the taking of unpaid pre-adoption leave by the Employee. The notice must be given to the Employer as soon as practicable and must advise the Employer of the duration of the leave.

3) The notice must be accompanied by evidence that would satisfy a reasonable person that the leave is taken to attend an interview or examination as referred to in paragraph (1).

13. Hospitalised children

Entitlement to pause parental leave

The entitlement to pause parental leave for a period while a child remains in hospital after the birth of the child is part of the National Employment Standards.

14. Special maternity leave

Entitlement to special maternity leave

1) A female Employee is entitled to a period of unpaid special maternity leave if she is not fit for work for a period because:

   a) she has a pregnancy-related illness; or

   b) she has been pregnant, and the pregnancy ends within 28 weeks of the expected date of birth of the child other than by the birth of a living child.

Notice and evidence

2) An Employee must give her Employer notice of the taking of special maternity leave. The notice must be given to the Employer as soon as practicable and must advise the Employer of the duration, or expected duration, of the leave.

3) The notice must be accompanied by a medical certificate stating that the leave is taken for one of the reasons specified in paragraph (1).

Personal leave

4) An Employee entitled to a period of special maternity leave may elect to take any paid personal leave to which she is entitled during that period (unless the leave is commenced under clause 15). If the Employee does not have any accrued personal leave or does not have sufficient accrued personal leave to cover the entire period, then all or part of the period of special maternity leave will be unpaid.

15. Leave within six weeks of birth

Employer may ask Employee to provide a medical certificate

1) If a pregnant Employee who is entitled to parental leave continues to work during the six-week period before the expected date of birth of the child, the Employer may ask the Employee to provide a medical certificate containing:

   a) a statement of whether the Employee is fit for work; and

   b) if the Employee is fit for work – a statement of whether it is inadvisable for the Employee to continue in her present position during a stated period because of:

      i) illness, or risks, arising out of the Employee's pregnancy; or

      ii) hazards connected with the position.

Employer may require Employee to take parental leave

2) The Employer may require the Employee to take a period of parental leave (required leave) as soon as practicable if:

   a) the Employee does not give the Employer the requested medical certificate within seven days after the request;

   b) the Employee gives the Employer a medical certificate stating that the Employee is not fit for work; or

   c) the Employee gives the Employer a medical certificate stating that she is fit for work, but that it is inadvisable for her to continue in her present position for a stated period because of illness, or risks, arising out of the Employee's pregnancy or hazards connected with the position.

When the period of required leave ends

3) The period of required leave ends on the earlier of:

   a) the end of the pregnancy; and

   b) the start date of any parental leave or other leave connected with the birth of the child as specified in the notice provided under clause 10.

Special rules about required leave

4) Required leave is an exception to the rules about when the Employee's period of parental leave must start and the rule that the Employee must take leave in a single continuous period.

5) The Employee is not required to comply with notice and evidence requirements in relation to the required leave.

16. Transfer to a safe job and no safe job leave

Application of this clause

1) This clause applies to a pregnant Employee if she gives her Employer a medical certificate stating that she is fit for work, but that it is inadvisable for her to continue in her present position during a stated period (risk period) because of:

   a) illness, or risks, arising out of her pregnancy; or

   b) hazards connected with that position.

2) An appropriate safe job is a safe job that has either the same ordinary hours of work as the Employee's present position or a different number of ordinary hours agreed to by the Employee.

Transfer to appropriate safe job during risk period

3) If paragraph (1) applies to an Employee and there is an appropriate safe job available, the Employer must transfer the Employee to that job for the risk period, with no other changes to the Employee's terms and conditions of employment.

4) The Employer must pay the Employee for the safe job at the Employee's ordinary rate of pay for the position she was in before the transfer. Any overtime performed by the Employee during the risk period will be paid as overtime on the Employee's ordinary rate of pay.

Paid no safe job leave during risk period

5) If paragraph (1) applies to an Employee and the Employee is entitled to parental leave but there is no appropriate safe job available, the Employee is entitled to take paid no safe job leave for the risk period.

6) The Employer must pay the Employee at the Employee's ordinary rate of pay applicable immediately prior to the taking of paid no safe job leave in the risk period.

Employer may ask Employee to provide a medical certificate

7) If an Employee is on paid no safe job leave during the six-week period before the expected date of birth of the child, the Employer may ask the Employee to provide a medical certificate stating whether the Employee is fit for work. If the circumstances in clause 15(2) apply, the Employer may require the Employee to commence parental leave.

Special rules about paid no safe job leave

8) Paid no safe job leave is an exception to the rules about when the Employee's period of parental leave must start and the rule that the Employee must take leave in a single continuous period.

9) The Employee is not required to comply with notice and evidence requirements in relation to paid no safe job leave.

Unpaid no safe job leave during risk period

10) If paragraph (1) applies to an Employee but there is no appropriate safe job available and:

   a) the Employee is not entitled to parental leave; and

   b) the Employee has provided the Employer with a medical certificate confirming the Employee's pregnancy;

   then the Employee is entitled to take unpaid no safe job leave for the risk period.

When the period of no safe job leave ends

11) The period of no safe job leave ends on the earlier of:

   a) the end of the risk period;

   b) the end of the pregnancy; or

   c) if the leave is paid no safe job leave – the start date of any parental leave (including any leave commenced under clause 15) or other leave connected with the birth of the child.

C) During leave

17. Communication during parental leave

Obligations of the Employer

1) Where an Employee is on parental leave and a definite decision has been made to introduce significant change at the workplace, the Employer shall take reasonable steps to:

   a) make information available in relation to any significant effect the change will have on the status, responsibility level, pay or location of the Employee's pre-parental leave position; and

   b) provide an opportunity for the Employee to discuss any significant effect the change will have on the status, responsibility level, pay or location of the Employee's pre-parental leave position.

Obligations of the Employee

2) While on unpaid parental leave, the Employee must:

   a) take reasonable steps to inform the Employer about any significant matter that will affect the Employee's decision regarding the duration of parental leave, whether the Employee intends to return to work and whether the Employee intends to request to return to work on a part-time basis; and

   b) notify the Employer of any changes of address or other contact details which might affect the Employer's capacity to contact the Employee.

18. Paid work during parental leave

1) In this clause, the first Employer is the Employer from whom the Employee is taking parental leave.

Work with the first Employer

2) If the Employer and the Employee agree, the Employee may be engaged to perform casual or fixed-term work for the first Employer during a period of parental leave, without such work amounting to a return to work from parental leave for the purposes of this Appendix. The Employee is entitled to be paid the Employee's ordinary rate of pay (minus any and all allowances) for the pre-parental leave position for any such work. Such work counts as service for the purpose of leave accruals.

3) The Employee must not perform work for the first Employer during any period for which the Employee receives payment from the first Employer (for example, paid parental leave, long service leave, annual leave).

4) This clause is an exception to the rule that the Employee must take leave in a single continuous period. Work with the first Employer does not extend the period of parental leave beyond the end date of the leave or the maximum period of 156 weeks, subject to clause 3(5).

Work with another relevant Employer

5) If, during a period of parental leave, an Employee engages in paid work for one or more relevant Employers (second or subsequent Employer) other than the first Employer, the Employee must inform the first Employer prior to commencement of the position. This requirement does not apply to work performed for a second or subsequent Employer on a casual basis (including as a Casual Relief Teacher).

6) If, while employed by the second or subsequent Employer, the Employee becomes entitled to a subsequent period of parental leave:

   a) the Employee shall comply with the notice and evidence requirements under clause 10 in relation to the first Employer and the second or subsequent Employer;

   b) the Employee will be entitled to paid parental leave only if the Employee meets the eligibility requirements under clauses 4(2) and (3); and

   c) if the Employee is eligible for paid parental leave, such leave is to be paid by the second or subsequent Employer while the Employee is employed by the second or subsequent Employer up to and including the end date of the contract. The balance of any paid parental leave is to be paid by the first Employer.

7) If an Employee becomes entitled to paid parental leave in circumstances other than those in paragraph (6), the first Employer must provide the paid parental leave.

Work with an employer who is not a relevant Employer

8) If, during a period of parental leave, an Employee wishes to engage in paid work with an employer who is not a relevant Employer, the Employee must first obtain the consent of the first Employer. The first Employer must not unreasonably withhold consent.

Keeping in touch days

9) An Employee may perform paid work for the first Employer on a keeping in touch day during a period of parental leave. Such a day is a keeping in touch day if:

   a) the purpose of performing the work is to enable the Employee to keep in touch with his or her employment in order to facilitate a return to work after the end of the period of parental leave;

   b) both the Employee and the Employer consent to the Employee performing paid work for the Employer on that day;

c) the day is not within:

i) if the work is at the request of the Employee – 14 days after the date of birth, or day of placement, of the child; or

ii) otherwise – 42 days after the date of birth, or day of placement, of the child; and

d) the Employee has not already performed work for the first Employer or another entity on 10 days during the period of leave that were keeping in touch days.

10) An Employee is entitled to be paid the Employee's ordinary rate of pay plus an 18% loading for work performed on a keeping in touch day. Such work does not count as service for the purpose of leave accruals.

11) An Employee must not perform paid work on a keeping in touch day during any period for which the Employee receives payment from the first Employer (for example, paid parental leave, long service leave, annual leave).

12) Work performed on a keeping in touch day does not break the continuity of the period of parental leave and does not extend the period of parental leave beyond the end date of the leave or the maximum period of 156 weeks, subject to clause 3(5).

13) Clause 18(9) does not apply in relation to the Employee on and after the first day on which the Employee takes flexible unpaid parental leave in relation to the child.

19. Employee ceases care of child

1) If an Employee on parental leave ceases to have any responsibility for the care of the child (other than in the circumstances of clauses 6 and 7), the Employer may elect to give the Employee written notice requiring the Employee to return to work no earlier than eight weeks after the date of the notice.

2) Nothing in this clause prevents the Employer and the Employee from making alternative arrangements regarding the taking of leave or the return to work of the Employee, taking into consideration the Employee's particular circumstances.

20. Replacement employees

1) Before an Employer engages an Employee to perform the work of another Employee who is taking parental leave (except for flexible unpaid parental leave), the Employer must notify the replacement Employee:

a) that the engagement to perform that work is temporary;

b) of the rights the Employer and the Employee taking parental leave have to cancel the leave if the pregnancy ends other than by the birth of a living child or if the child dies after birth;

c) of the rights the Employee taking parental leave has to end the leave early if the pregnancy ends other than by the birth of a living child or if the child dies after birth;

d) of the right of the Employee taking parental leave to return to the Employee's pre-parental leave position at the end of the leave; and

e) of the right of the Employer to require the Employee taking parental leave to return to work if the Employee ceases to have any responsibility for the care of the child.

2) Before an Employer temporarily promotes or transfers an Employee to replace an Employee taking parental leave, the Employer shall inform that person of the temporary nature of the promotion or transfer and the rights of the Employee who is being replaced.

3) Nothing in this clause requires an Employer to engage a replacement Employee.

21. Subsequent pregnancy or adoption during leave

1) If an Employee is on parental leave and either:

a) the Employee or the Employee's spouse gives birth to another child; or

b) another child is placed with the Employee for adoption;

and the Employee has responsibility for the care of the child, the Employee will be entitled to a subsequent period of parental leave.

2) The subsequent period of parental leave is a separate period of leave of up to 156 weeks. The subsequent period of parental leave commences on the date of birth or day of placement of the child.

3) The Employee shall comply with the notice and evidence requirements under clause 10 in relation to the subsequent period of parental leave. The Employee is not required to return to work to be eligible for the subsequent period of parental leave, but will only be eligible for paid parental leave if they satisfy the requirements in clauses 4(2) and (3).

4) Clause 18(6) provides additional details for when an Employee becomes entitled to a subsequent period of parental leave while they are employed by a second or subsequent Employer.

D) Returning to work

22. Timing of return to work

1) As per clause 3(8)(b), if the period of parental leave taken by an Employee is one school term or more, the Employee is required to return to work at the start of a school term, preferably at the start of a school year. An Employer may by agreement with the Employee arrange for an Employee to return to work at some date earlier than the commencement of a school term.

2) As per clause 3(9), if the period of parental leave taken by an Employee is 104 weeks or more, the Employee is required to return to work at the start of a school year, even if this extends the total period of parental leave beyond 156 weeks unless otherwise agreed with the Employer.

23. Changing the end date of leave

First extension by giving notice to Employer

1) An Employee on parental leave may extend the period of parental leave once by giving the Employer written notice of the extension at least four weeks before the end date of the original leave period. The notice must specify the new end date for the leave. The total period of parental leave including the extension (and including any parental leave taken by the Employee's spouse save for concurrent leave) must be no more than 156 weeks (unless clause 3(5) applies and the leave is extended to allow a return to work at the start of a school year).

Further extensions by agreement with Employer

2) If the Employer agrees, the Employee may further extend the period of parental leave one or more times.

Reducing the period of parental leave by agreement with Employer

3) If the Employer agrees, an Employee may reduce the period of parental leave and return to work prior to the original end date of the leave.

24. Return to work guarantee

1) On ending parental leave (including any special maternity leave), an Employee is entitled to return to:
   a) the Employee's pre-parental leave position; or
   b) if that position no longer exists, a position for which the Employee is qualified and suited nearest in status and pay to the pre-parental leave position.

2) Subject to paragraph (1), an Employee with an ongoing part-time position is entitled to return to an ongoing part-time position of the same number of hours per week, but not necessarily the times or class levels.

25. Notice of return to work

1) This clause applies to Employees taking parental leave for a period of one school term or more. For Employees taking parental leave for less than one school term, notice of return to work is taken to be covered by the confirmation of the end date of parental leave under clause 10(6).

2) An Employee must confirm their intention to return to work in writing as soon as practicable, but not less than one school term prior to the Employee's intended return to work date.

3) If an Employer does not receive such notice from the Employee by the date in paragraph (2), the Employer may send written notice to the Employee requesting confirmation of the Employee's intentions.

26. Return to work arrangements

1) Where an Employee returns to work from parental leave, and requests arrangements for facilitating and accommodating breastfeeding, the Employer will make reasonable arrangements.

27. Return to work part-time

1) Subject to this clause, an Employee returning to work from parental leave may work part-time in one or more periods at any time from their return to work until the child reaches school age.

Request for part-time work

2) An Employee who is returning to work from a period of parental leave is eligible to make a request to the Employer for part-time work if the Employee has a child under school age.

3) The request for part-time work must:
   a) be in writing;
   b) be made as soon as practicable but not less than eight weeks, wholly within a school term, prior to the Employee's intended return to work date (where practicable, Employees are encouraged to give one term's notice of the request for part-time work);
   c) set out details of the nature of part-time work sought; and
   d) specify the start and end dates of the period of part-time work sought.

Response to the request

4) The Employer must give the Employee a written response to the request for part-time work within 21 days of the request, stating whether the Employer grants or refuses the request.

5) The Employer must consider the request to work part-time having regard to the Employee's circumstances and, provided the request is genuinely based on the Employee's parental responsibilities, may only refuse to permit the Employee part-time work on reasonable grounds related to the effect of the change on the workplace or the Employer's business. If the Employer refuses the request for part-time work, the written response must include details of the reasons for the refusal.

6) Without limiting what are reasonable grounds related to the effect of the change on the workplace or the Employer's business in paragraph (5), such grounds include 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; and

   e) that the new working arrangements requested by the Employee would be likely to have a significant negative impact on customer service.

7) The work to be performed part-time need not be the work performed by the Employee in his or her former position, but must be work commensurate with the Employee's qualifications and experience.

Part-time work agreement

8) Before commencing part-time work under this Appendix, the Employer and Employee must enter into a part-time work agreement that contains the following information:

   a) that the part-time work agreement constitutes a temporary variation of the Employee's ongoing position;

   b) details of the part-time work (including hours to be worked, days of work and commencing times for work for the specific period of the part-time work agreement);

   c) the start and end dates of the period of part-time work; and

   d) that the part-time work agreement may be varied by consent.

9) The terms of the part-time work agreement and any variation to it shall be in writing and retained by the Employer. A copy of the part-time work agreement and any variation to it shall be provided to the Employee by the Employer.

Subsequent periods of part-time work

10) If an Employee continues to be eligible under paragraph (2), the Employee may request a subsequent period or periods of part-time work. This clause applies to any such subsequent requests as though they were an initial request for part-time work.

End of part-time work

11) In this clause, the former position means the permanent position held by an Employee prior to a period or periods of part-time work. If the Employee enters into a part-time work agreement upon their return to work from parental leave, the former position will be the permanent pre-parental leave position.

12) At the expiration of the part-time work agreement, if the Employer and Employee have not entered into a subsequent part-time work agreement, the Employee is entitled to return to:

   a) the Employee's former position; or

   b) if that position no longer exists – a commensurate position for which the Employee is qualified and suited nearest in status and pay to the former position.

APPENDIX 2
Redundancy

APPENDIX 2

1 Redundancy

1.1 Redundancy

(a) Redundancy occurs when an Employer has made a definite decision that the Employer no longer wishes the job the Employee has been doing done by anyone and that decision leads to a termination of the Employee's employment, except where this is due to ordinary and customary turnover of labour.

1.2 Discussions before termination

(a) Where a situation of potential redundancy exists, the Employer shall hold discussions in accordance with clause 5 of this Appendix.

1.3 Transfer to lower paid duties

(a) Where an Employee voluntarily transfers to lower paid duties, the Employee shall be entitled to the same period of notice of transfer as would have been the case if this employment has 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 lower ordinary time rate for the number of weeks of notice still owing.

1.4 Severance pay

(a) In addition to the period of notice prescribed for ordinary termination in this Agreement and subject to further award of the Commission, an Employee whose employment is terminated for reasons set out in clause 1.1 of this Appendix shall be entitled to the following amount of severance pay in respect of a period of continuous service in Catholic education, as defined in clause 6 of the Agreement.

(b) If an Employee is under 45 years of age, the Employer shall pay in accordance with the following scale:

Period of continuous service	Severance pay
Less than 1 year	Nil
1 year but less than 2 years	4 weeks' pay
2 years but less than 3 years	7 weeks' pay
3 years but less than 4 years	10 weeks' pay
4 years but less than 5 years	12 weeks' pay
5 years but less than 6 years	14 weeks' pay
6 years and over	16 weeks' pay
12 years and over	21 weeks' pay

(c) If an Employee is 45 years of age or over, the Employer shall pay in accordance with the following scale:

Period of continuous service	Severance pay
Less than 1 year	Nil
1 year but less than 2 years	5 weeks' pay
2 years but less than 3 years	8.75 weeks' pay
3 years but less than 4 years	12.5 weeks' pay
4 years but less than 5 years	15 weeks' pay
5 years but less than 6 years	17.5 weeks' pay
6 years and over	20 weeks' pay
12 years and over	25 weeks' pay

(d) "Weeks' pay" means the ordinary time rate of pay for the Employee concerned.

1.5 Employee leaving during notice

(a) An Employee whose employment is terminated for reasons set out in clause 1.1 of this Appendix may terminate employment during the period of notice and, if so, shall be entitled to the same benefits and payments under this clause had the Employee remained with the Employer until the expiry of such notice. In such circumstances, the Employee shall not be entitled to payment in lieu of notice.

1.6 Alternative employment

(a) An Employer in a particular redundancy case may make application to the Commission to have the general severance pay prescription varied if the Employer obtains acceptable alternative employment for an Employee. The parties agree that the Commission has the power to vary the severance pay prescriptions and issue orders in such circumstances.

(b) Where the Employee obtains employment in another Catholic school or institution in Victoria and there is no loss of benefits (i.e. salary, long service leave, sick leave, annual leave, superannuation, etc.), then the Employee shall not be entitled to severance pay.

1.7 Time off during notice period

(a) During the period of notice of termination given by the Employer, an Employee shall be allowed up to one day's time off without loss of pay during each week of notice 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 shall, at the request of the Employer, be required to produce proof of attendance at an interview or not receive payment for the time absent. For this purpose, a statutory declaration will be sufficient.

1.8 Transmission of business

(a) Where a business is transmitted from an Employer (in this sub-clause called "the transmitter") to another Employer (in this sub-clause called "the transmittee") and an Employee who, at the time of such transmission, was an Employee of the transmitter in that business becomes an Employee of the transmittee:

(i) the continuity of the employment of the Employee shall be deemed not to have been broken by reason of such transmission; and

(ii) the period of employment which the Employee has had with the transmitter or any prior transmitter shall be deemed to be service of the Employee with the transmittee.

(b) In this sub-clause, "business" includes trade, process, business or occupation and part of any such business. "Transmission" includes transfer, conveyance, assignment or succession, whether by agreement or by operation of law, and "transmitted" has a corresponding meaning.

1.9 Employee with less than one year's continuous service

(a) This Appendix shall not apply to Employees with less than one year's continuous service, as defined in clause 6 of the Agreement.

1.10 Employees exempted

(a) This Appendix shall not apply where employment is terminated as a consequence of conduct that justifies instant dismissal, or in the case of Casual Employees, or Employees engaged for specific periods of time or for a specified task(s).

1.11 Incapacity to pay

(a) An Employer, in a particular redundancy case, may make application to the Commission to have the general severance pay prescription varied on the basis of the Employer's incapacity to pay. The parties agree that the Commission has the power to vary the severance pay prescriptions and issue orders in such circumstances.

2 Redundancy guidelines

2.1 Preamble

(a) The procedures have been designed to ensure a consistent and fair approach to be applied to all Employees. The full cooperation of all parties is essential therefore for all engaged in the providing of advice to schools to work together to help the situation reach a satisfactory conclusion.

2.2 Definitions

(a) For the purpose of these procedures, a potential redundancy situation applies where any member of staff could be disadvantaged in his or her current employment contract as a result of changes in funding, curriculum, enrolment decline or policy/administration.

2.3 Objectives

(a) The objectives of these procedures, in order, are to:

(i) avoid redundancies;

(ii) delay redundancies where this is not possible; and

(iii) facilitate those declared redundant to find other suitable employment within Catholic education so that they do not suffer financially as a result of being declared redundant.

(b) The procedures must be applied as early as possible. This also allows the appropriate consultation to occur and the provision of notice where applicable.

2.4 Timelines

(a) The timelines are a guide only. They are based on the assumption that a redundancy will take effect from the beginning of a school year and that the information upon which a potential redundancy is identified is available early in the year prior to the redundancy. Where a situation arises in other circumstances (e.g. as a result of student elective choices late in a school year, or unanticipated enrolment decline in the February Census), the timelines contained in this appendix may not apply and the school will notify the parties as soon as the potential redundancy situation is identified so that Step 1 can commence.

2.5 Re-employment assistance – role of the diocesan Catholic Education Offices

(a) In order to achieve the aims outlined in clause 2.3, Employers will request diocesan Catholic Education Offices to assist staff to find ongoing employment where:

(i) schools have declared individual staff members redundant;

(ii) the school has announced its closure; or

(iii) the school has announced that it is amalgamating with another school(s).

(b) Employers will also request diocesan Catholic Education Offices to consult with the parties on a regular basis regarding:

(i) the number of redundancies still remaining; and

(ii) the ways that have been employed to assist staff to find ongoing employment.

2.6 Re-employment assistance – interviews

(a) Where an application is made for a vacant position with an Employer, and:

(i) the applicant has the qualifications and experience to fill the vacancy; and

(ii) the applicant identified that he or she has been declared redundant from another employer in Catholic education;

then the Employer should interview the applicant for the position.

3 Step 1 – redundancy identification

3.1 Procedures

(a) In each year, as soon as a potential redundancy situation is identified at the school level, the Employer/Principal shall communicate this fact to the staff, in writing, with an outline of the reasons for the potential redundancy.

(b) A copy of this notification shall be forwarded at the same time to the Union and the relevant diocesan Director.

(c) A copy of these procedures is also to be given to each staff member.

3.2 Timeline

(a) This step is to take place by the end of the third week of the third term where the redundancy would be effective at the end of the year.

(b) The timeline is an indication of the latest date at which it is expected that the staff are informed of the potential redundancy. It is to be noted that the staff are to be informed as soon as the school identified the potential redundancy in that year.

(c) As soon as a potential redundancy situation is resolved at the school level, the Employer/Principal shall communicate this fact to the parties.

(d) After the staff have been notified in writing, the school should commence procedures to resolve the potential redundancy.

3.3 Alternatives available

(a) In investigating the alternatives available, a written record shall be held of the information obtained and the efforts made to ascertain any way of resolving the problem.

(b) Included in the alternatives that the Employer/Principal should investigate are the following:

(i) what efforts can be made to re-deploy existing staff within the school;

(ii) staffing requirements in all other schools under the authority of the present Employer;

(iii) the possibility of employment of staff in neighbouring schools;

(iv) any additional funding that may be available, e.g. additional government funding, parish support;

(v) retraining possibilities; and

(vi) possible leave arrangements, e.g. leave without pay, long service leave, parental leave.

(c) Included in the alternatives are applications by staff indicating that they are willing to make a voluntary offer to be declared redundant.

(d) When staff are asked what their intentions are for the period concerned (e.g. the following year), it should be noted that it is unacceptable for staff to be pressured into applying for positions elsewhere because it may be seen that the school has pre-empted the necessary consultative and deliberative processes in later steps.

4 Step 2 – redundancy document

4.1 Procedures

(a) If the potential redundancy is not solved, the Employer/Principal will send either:

(i) a redundancy document to all the parties identified in the application of clause 3 of this Appendix; or

(ii) a notification that a voluntary redundancy and/or an offer of leave without pay has been accepted.

4.2 Timeline

(a) The Employer's/Principal's document is to be sent to the parties at the beginning of the third week of third term, but must be received by the parties at least three working days before the date of the Step 3 meeting.

4.3 Guidelines

(a) The development and distribution of the school's redundancy document are the responsibility of the Employer/Principal. The document will include the following information:

(i) **The reasons for the potential redundancy**

The Employer/Principal should outline the reasons why the problem exists. Information regarding funding, staffing and enrolments (past, present and projected) is important. Issues involving funding, staffing and curriculum change should also be mentioned where relevant.

(ii) **The number and categories of staff likely to be affected**

The teaching and/or non-teaching areas where the redundancy is likely to take place and the numbers of staff are identified.

(iii) **The number of staff employed and details of their employment**

This area to be kept confidential.

(iv) **Alternatives investigated**

- the possibilities of redeploying staff within the school;
- information regarding staffing requirements (e.g. vacancies) in all schools under the authority of the Employer;
- information about vacancies in neighbouring schools;
- information about any extra funding available, including attempts made to seek such funds;
- the possibility of re-training;
- possible leave arrangements; and
- indications by staff that they are willing to make a voluntary offer to be declared redundant.

(v) **Special funding to tide over a redundancy gap**

Where it is known that only a small gap of over-employment may occur, it is desirable to consider whether funding can be arranged to tide over this gap. The school should outline to the parties the efforts it has made to address this possibility (documents in this section remain confidential).

5 Step 3 – redundancy meeting

5.1 Procedures

(a) A meeting will be held between the parties to consider the Employer's/Principal's redundancy proposal.

(b) The parties will seek to agree on the criteria to be applied.

(c) Given agreement on both the criteria to be applied and the redundancy proposal, the Employer/Principal shall indicate to the parties at the meeting the name(s) of the person(s) to be declared redundant. The person(s) so named shall be informed within a week of the meeting by the Employer/Principal.

(d) In the event of the disagreement by any party with any of these stages, that party shall indicate to the meeting why there is disagreement. Failing resolution, clause 5.1(e) will apply.

(e) A second meeting will be held to attempt to resolve the disagreement arising in clause 5.1(d).

(f) If agreement cannot be reached as a result of the meeting in clause 5.1(e), the Employer/Principal shall inform the parties at the meeting of the action that the Employer/Principal intends to take.

5.2 Timeline

(a) The actual time and place will be decided by mutual agreement between the parties and the Employer/Principal, but the meeting is to take place between the Monday of the second last week of third term and the Friday of the first week of fourth term, with school holiday time to be included.

(b) The meeting outlined in clause 5.1(e) will take place within one week of the meeting in clause 5.1(a).

5.3 Guidelines

(a) The following outlines possible criteria which the parties will take into consideration and criteria which may not be put forward.

(b) Deciding who is to be declared redundant:

(i) **Criteria**

- identify the needs of the school;
- identify the work currently being performed which will no longer need to be performed due to redundancy; and
- identify those staff who, if declared redundant, could not be replaced by any member of the existing staff having regard to the programs planned for the period after the redundancy (i.e. new staff would have to be employed if that person(s) was declared redundant).

(ii) **Factors**

The Employer/Principal will nominate the factors (from those below) which have been considered in determining the staff member(s) to be declared redundant, from those staff members not included in the above clause. The Employer/Principal will advise those attending the meeting of the factors and any priority that has been applied to these factors:

- current contract of employment;
- current duties;
- curriculum programs;
- experience;
- funding base for staff member;
- graduate status;
- length of service;
- pastoral considerations;
- previous redundancy history;
- qualifications;
- specialist expertise; and
- staff member(s) willingness to make a voluntary offer to be declared redundant.

(iii) **Factors which cannot be used**

- person is a union representative or has a union affiliation;
- person's sex, marital status, age, pregnancy;
- person's lifestyle;
- person's competence or otherwise, or suitability or otherwise; and
- person's religion.

6 Step 4 – notifying the redundancy result

6.1 Procedures

(a) The parties attending the meeting in clause 5 are notified in writing of the details of the Employer's action following clause 5.

6.2 Timeline

(a) The notification must be forwarded to the parties within two weeks of the meeting in clause 5.

7 Step 5 – assistance in re-deployment

7.1 Procedures

(a) The Principal will promptly coordinate re-employment assistance with the relevant Catholic Education Office as set out in clause 2.5.

(b) During the period of notice, the Principal should:

(i) with the agreement of the staff member(s) declared redundant, contact neighbouring Catholic schools and Catholic Education Offices to facilitate employment of the staff member;

(ii) where agreed, meet regularly with the staff member(s) declared redundant to discuss pastoral and professional issues; and

(iii) provide time release to the staff member(s) declared redundant to attend interviews.

(c) Prior to the redundancy payment being forwarded to the Employee(s), the Employee(s) should be offered leave without pay for the following school year, thereby deferring the date of termination of the Employee(s) declared redundant.

(d) If the Employee(s) accepts the offer of leave without pay, the Principal shall notify the parties.

(e) Should a position become available in the school during the period of leave without pay, for which the Employee has appropriate skills and qualifications, the Employee should be advised that the position exists. If the Employee wishes to remain on the period of leave without pay, the position will be held open until the expiration of the period of leave without pay.

(f) Where an Employee(s) has accepted an offer of a period of leave without pay to defer the date of termination, and there has been no change in the potential redundancy situation, then clause 7.1(g) will apply.

(g) In the last week of the third term of the following school year, the Principal shall notify the parties that they intend to proceed with the notice of termination if the meeting in clause 5 is not re-convened. At the expiration of the period of leave without pay, if the Employee has not obtained alternative employment in Catholic education, the Employee shall receive the appropriate redundancy payment.

7.2 Timelines

(a) The offer of leave without pay to Employees declared redundant should be made as early as possible during the period of notice.

(b) The letter notifying the parties of an acceptance of an offer of leave without pay should be sent immediately.

(c) The letter notifying the parties of an intention to proceed with the notice of termination on the expiration of a period of leave without pay should be sent in the last week of the third term of the school year in which the leave without pay is taken.

8 Step 6 – variations to Step 4 notification and redundancy payments advice

8.1 Procedures, timeline and guidelines

(a) The parties attending clause 5.1(a) and/or clause 5.1(e) are notified in writing of:

(i) variations to Step 3 meeting resolution – any variation(s) to the resolution to the redundancy which occurs after the Step 4 notification should be sent to the parties immediately; and

(ii) final redundancy payments – where no resolution to the redundancy situation can be found, the Principal should notify the parties as to the amount and date of redundancy payment made to any person(s) made redundant.

(b) Payments to staff declared redundant should be made 15 working days after the termination of employment as a result of the redundancy declaration taking effect.

APPENDIX 3
Long Service Leave

APPENDIX 3

1. Definitions

For the purpose of this appendix:

Act means the *Long Service Leave Act 2018* (Vic.) as amended from time to time.

Employee has the same meaning as in the 'Definitions' section of this Agreement, but for the purposes of this appendix does not include a member of a religious order.

Employer means an Employer respondent to this Agreement or a former Employer of the Employee who, at the time of the Employee's employment, is or was a participant in the Scheme, including the Employers in the schedules of the Rules of the Scheme.

Full-time equivalent or **FTE** means service recorded as a decimal fraction of a full-time load.

Invalidity means the incapacity or disablement of an Employee due to an illness or injury (which has been confirmed to the Employer by a health practitioner), and as a result of which:

(a) the Employee has been continuously absent from active employment for six months (or lesser period approved by the Employer);

(b) the Employee is, in the opinion of the Employer, incapacitated to such an extent as to render the Employee unlikely to ever engage in any gainful employment for which the person is reasonably qualified by education, training or experience; and

(c) the Employer reserves the right to refer the Employee to an independent health practitioner, as appointed by the Employer from time to time, for an opinion as to the nature and extent of the incapacity of the Employee;

provided that no person will be considered to have suffered a permanent invalidity, unless confirmed as above, and a claim was made within two years of the person ceasing active employment.

Ordinary rate of pay has the same meaning as in the 'Definitions' section of this Agreement.

Participant Employer means an Employer that participates in the Scheme and, for the avoidance of doubt, includes an Employer.

Scheme means the Catholic Education Long Service Leave Scheme (Victoria).

Service in Catholic education means service by an Employee with one or more Participant Employers, not including casual employment and emergency employment.

2. Entitlements

2.1 An Employee shall be entitled to 9.1 weeks' long service leave on completion of seven years of continuous service in Catholic education, and to further long service leave of 1.3 weeks for each additional and subsequent year of continuous service in Catholic education after 28 January 1996 (or 1.2 weeks for each year of service until 28 January 1996).

2.2 Clause 2.1 applies for calculating entitlements from 29 October 2008.

2.3 The historical rates of accruals applicable prior to 29 October 2008 are summarised in the table below:

Historical periods	Long service leave entitlements
Prior to 24 January 2005	13 weeks of long service leave on completion of 10 years of continuous service in Catholic education, and further long service leave of 1.3 weeks for each additional and subsequent year of continuous service in Catholic education from 29 January 1996 (or 1.2 weeks for each year of service until 28 January 1996)
24 January 2005 to 28 October 2008	10.4 weeks of long service leave on completion of eight years of continuous service in Catholic education, and further long service leave of 1.3 weeks for each additional and subsequent year of continuous service in Catholic education from 29 January 1996 (or 1.2 weeks for each year of service until 28 January 1996)

2.4 In calculating an Employee's years of continuous service in Catholic education for the purpose of clause 2.1 or clause 4:

2.4.1 all service in Catholic education before the beginning of the 1965 school year shall be reduced by one-half; and

2.4.2 all service in Catholic education on or after the beginning of the 1965 school year, and before the beginning of the 1978 school year, shall be reduced by one-third.

2.5 The provisions of clause 2.4 shall not operate so as to reduce or diminish an Employee's rights in respect of long service leave pursuant to any other pre-existing agreement applying to the Employee.

2.6 Any period of long service leave shall be exclusive of any public holiday occurring during the period when the leave is taken and any annual leave or school holidays.

2.7 The entitlement to long service leave of any Casual Employee will be governed by the Act and not by this Agreement.

2.8 To the extent that any entitlement under the provisions of this appendix is inconsistent with those provided under the Act, the Employee will receive the more beneficial entitlement.

3. Payment during long service leave

3.1 Long service leave is paid at the ordinary rate of pay at the time of the taking of the leave or on termination.

3.2 Payment to an Employee for long service leave will be calculated by reference to an Employee's FTE immediately before the long service leave, except where the Employee's FTE changed during the 104 weeks immediately before the long service leave, in which case the Employee's applicable weekly hours of work will be calculated in accordance with the Act.

4. Entitlement in lieu of leave on termination

4.1 An Employee who has completed at least seven years' continuous service in Catholic education and whose employment is terminated shall be entitled to long service leave as equals 9.1 weeks, plus 1.3 weeks for each year of service from and after 29 January 1996 (or 1.2 weeks for each year of service until 28 January 1996) for the period of his/her continuous service in Catholic education which exceeds seven years, less any long service leave previously taken, and shall be entitled upon termination to receive payment for the full amount of unused long service leave, calculated pursuant to clauses 2 and 3, as at the date of termination.

4.2 Clause 4.1 applies in respect of any Employee whose service in Catholic education terminated on or after 1 January 2006.

4.3 The rates of accruals for entitlements in lieu of termination applicable to historical periods prior to 1 January 2006 are summarised in the table below:

Date of termination	Entitlements on termination in lieu of long service leave
Prior to 30 January 2001	An Employee who has completed at least 10 years' continuous service in Catholic education was entitled to 13 weeks of long service leave plus, in respect of any period of continuous service in Catholic education which exceeds 10 years, 1.3 weeks for each year of service from and after 29 January 1996 (or 1.2 weeks for each year of service until 28 January 1996)
30 January 2001 to 31 December 2005	An Employee who has completed at least eight years' continuous service in Catholic education was entitled to 10.4 weeks of long service leave plus, in respect of any period of continuous service in Catholic education which exceeds eight years, 1.3 weeks for each year of service from and after 29 January 1996 (or 1.2 weeks for each year of service until 28 January 1996)

4.4 Upon termination of employment after the applicable period of continuous service in Catholic education referred to in clause 4.1 or 4.3, an Employer must pay to an Employee a payment in lieu of long service leave of an amount equivalent to the remuneration the Employee would have received had the full amount of unused long service leave been taken as leave at the date of termination, unless the Employee elects to forgo the entitlement in favour of recognition of the long service leave entitlement and the service to which it relates under new employment with an Employer pursuant to clause 7.

4.5 An Employee who has completed less than the applicable period of continuous service in Catholic education referred to in clause 4.1 or 4.3, and whose employment is terminated on account of invalidity, is entitled to be paid on termination long service leave equivalent to their accrual.

4.6 For an Employee who dies while in employment, having completed less than the applicable period of continuous service in Catholic education referred to in clause 4.1 or 4.3, the Employer must make a pro-rata payment of an amount in respect of the long service leave accrued to the date of death, to the Employee's estate.

5. Entitlements on resumption of service

Resumption of service after October 2008

Where, after termination of his/her employment, an Employee subsequently resumes service in Catholic education after October 2008, then:

5.1 if the Employee resumes service in Catholic education within a period not exceeding eight full school terms after the effective date of termination, the service shall be deemed continuous, but the period between periods of service shall not be accruable and any further entitlement to long service leave shall be determined from the date of commencement of such continuous service in Catholic education, less any leave entitlements previously taken; or

5.2 if the Employee resumes service in Catholic education within a period exceeding eight full school terms after the effective date of termination, the service shall not be deemed continuous nor accruable, and any further entitlement to long service leave shall be determined from the date of such resumption of service in Catholic education in accordance with clause 2.

Explanatory note: For the avoidance of doubt, the reference to eight full school terms above includes any school holidays or public holidays up to the first day of the school term immediately following. Refer to the note under clause 6.3.3 for examples.

Resumption of service before October 2008, but on or after the beginning of the 1978 school year

5.3 Where an Employee was paid all long service leave entitlements under the provisions of clause 4 upon termination of his/her employment, and subsequently resumed service in Catholic education before October 2008, but on or after the beginning of the 1978 school year, the service shall not be deemed continuous nor accruable, and any further entitlement to long service leave will be determined from the date of such resumption of service.

5.4 Where an Employee was not paid all long service leave entitlements under the provisions of clause 4 upon termination of his/her employment, and subsequently resumed service in Catholic education before October 2008, but on or after the beginning of the 1978 school year, then:

5.4.1 if the Employee resumes service in Catholic education within a period not exceeding one year after the effective date of termination, the service shall be deemed continuous, but the period between periods of service shall not be accruable and any further entitlement to long service leave will be determined from the date of commencement of such continuous service, less leave entitlements previously taken; or

5.4.2 if the Employee resumes service in Catholic education within a period exceeding one year after the effective date of termination, the service shall not be deemed continuous nor accruable, and any further entitlement to long service leave will be determined from the date of such resumption of service.

Resumption of service before the beginning of the 1978 school year

5.5 Where, upon the termination of his/her employment, an Employee subsequently resumed service in Catholic education before the beginning of the 1978 school year, then the service shall be deemed continuous, but the period between periods of service shall not be accruable and any further entitlement to long service leave will be determined from the date of commencement of such continuous service, less leave entitlements previously taken.

6. Continuous and accruable service

6.1 The defining terms of continuous service expressed in this appendix apply only to long service leave.

6.2 Service in Catholic education shall be continuous and accruable for the purpose of calculating long service leave entitlements, notwithstanding:

6.2.1 the taking of any paid leave by an Employee which was granted by an Employer, including but not limited to annual leave, long service leave and personal leave;

6.2.2 any absence for which the Employee is entitled to receive weekly payments pursuant to the WIRC Act, *Workers Compensation Act 1958* (Vic.), the *Accident Compensation Act 1985* (Vic.) or the *Transport Accident Act 1986* (Vic.);

6.2.3 any unpaid absence from work on account of illness or injury of up to one year, inclusive of any annual leave or school holidays prior to the date of commencement of the Act;

6.2.4 any unpaid absence from work on account of illness or injury after the date of commencement of the Act;

6.2.5 any other unpaid absence from work (including unpaid parental leave) of up to one year taken with the Employer's consent after the date of commencement of the Act; and

6.2.6 any other unpaid absence from work in excess of one year taken with the Employer's consent, where the Employer and the Employee agreed in writing before the leave was taken that such period of leave will be accruable for the purposes of calculating long service leave entitlements.

6.3 Service in Catholic education shall be continuous, but not accruable for the purpose of calculating long service leave entitlements for the period of:

6.3.1 any interruption to service arising directly or indirectly from an industrial dispute;

6.3.2 an Employee being stood down through no fault of their own, as the Employer cannot continue the employment because the Employee cannot be gainfully employed;

6.3.3 termination of an Employee's employment with an Employer, if the Employee is re-employed within Catholic education by an Employer within a period not exceeding eight full school terms after the effective date of such termination;

Explanatory note: For the avoidance of doubt, the reference to eight full school terms in this clause includes any school holidays or public holidays up to the first day of the school term immediately following. For example, if an Employee's employment terminates at the end of the 2018 school year and the Employee commences employment with an Employer at the beginning of Term 1 in school year 2021, the break in service will be no more than eight full school terms. Alternatively, if an Employee's employment terminates at any time before the end of Term 4 in school year 2018 and the Employee subsequently commences new employment with an Employer at the beginning of Term 1 in school year 2021, the break in service will exceed eight full school terms.

6.3.4 any unpaid absence from work by reason of parental leave not exceeding:

(a) 18 months prior to 1 February 1980;

(b) 12 months between 1 February 1980 and 31 January 1985 inclusive;

(c) 104 weeks between 1 February 1985 and 18 October 2004 inclusive; or

(d) 156 weeks between 19 October 2004 and the date of commencement of the Act;

or such longer period as may be permitted by this Agreement;

6.3.5 any unpaid absence from work by reason of parental leave in excess of one year, from the date of commencement of the Act; and

6.3.6 any other unpaid absence from work in excess of one year taken with the Employer's consent unless clause 6.2.4 or 6.2.6 applies.

7. Portability and process on termination

7.1 An Employee may make a request to an Employer with whom his/her employment is being terminated to forgo the payment of a long service leave entitlement in favour of a recognition of the long service leave entitlement and the service to which it relates in respect of new employment with a participant Employer, provided that:

7.1.1 the Employee declares, at the time of the termination of employment, the details of the new employment or that the Employee is seeking employment within Catholic education; and

7.1.2 the period between the date of termination of employment and the commencement of new employment with a participant Employer is not more than four full school terms.

7.2 Where the Employee makes a request under clause 7.1 and commences employment with an Employer within a period of not more than four full school terms from the date of effect of the termination of the previous employment with an Employer, his/her long service leave entitlement will be recognised and the service to which it relates will be treated as continuous service in respect of the new employment with a participant Employer.

7.3 Where the Employee makes a request under clause 7.1 and does not commence employment with a participant Employer within a period of four full school terms from the date of effect of the termination, the Employee will be paid their accrued long service leave entitlement with effect from the date of termination.

Explanatory note: For the avoidance of doubt, the reference to four full school terms in this clause includes any school holidays or public holidays up to the first day of the school term immediately following. For example, if an Employee's employment terminates at the end of a school year and the Employee commences employment with a participant Employer at the beginning of Term 1 following a break of one school year, the break in service will have been no more than four full school terms. If an Employee's employment with an Employer is terminated at any time during Term 2 and the Employee commences new employment with a participant Employer at any time during Term 2 in the following year, the break in service would have been no more than four full school terms. However, if an Employee's employment terminates at any time before the end of Term 1 and the Employee subsequently commences new employment with a participant Employer at the beginning of, or at any time during, Term 2 in the following year, the break in service will have been more than four full school terms.

7.4 The procedure for making a request under this clause will be in accordance with the arrangements prescribed by the Employer, from time to time.

7.5 This clause is of no effect if a court of a competent jurisdiction finds that it is unlawful.

8. Conditions relating to taking of leave

8.1 When leave is to be taken

When an Employee becomes entitled to long service leave, such leave shall be granted by the Employee's Employer as soon as practicable, having regard to the needs of the institution in which the Employee is employed, or at such later time as shall be agreed between the Employer and the Employee.

8.2 Former members of religious orders

8.2.1 The entitlement to long service leave of an Employee shall be reduced by the amount of any leave in the nature of long service leave taken by him/her in the course of service in Catholic education, where this service was as a member of a religious order.

8.2.2 An Employee who is a former member of a religious order shall not be entitled as a lay person to take long service leave during his/her first five years of service in Catholic education without the prior approval of the Employer. The Employer shall not grant its approval unless there are exceptional circumstances. For the purposes of this provision, a period of exclaustration prior to final dispensation shall be regarded as lay service.

8.2.3 An Employee who has former service as a member of a religious order shall not be entitled as a lay person to payment in lieu of leave on termination pursuant to clause 4, during his/her first five years of service in Catholic education.

8.2.4 Where an Employee accrues an entitlement to long service leave by virtue of a period of continuous service in Catholic education, which includes a period or periods of service outside Victoria in an institute approved as a Catholic mission by the Ordinary of the Diocese or Territory in which it is situated, provided the duties performed are accepted by the Employer as duties relating to Catholic education (relevant service), the Employee shall not be entitled to payment for such portion of the leave as equates to the portion of the period of continuous service in Catholic education, which was relevant service.

8.3 Leave period may be split

Long service leave must be taken for a period(s) of not less than one day.

8.4 Leave without pay

An Employee who has entitlement to long service leave may take a period of leave without pay in conjunction with the long service leave, subject to the following conditions:

8.4.1 the Employee shall return to work at the start of a school term;

8.4.2 the total period of leave shall comprise the whole term or terms;

8.4.3 the period of leave without pay will normally be limited to the remainder of the term in which long service leave is taken; and

8.4.4 the period of leave without pay is not longer than the period of long service leave.

8.5 Illness while on leave

Where an Employee becomes ill while on long service leave and such illness extends beyond seven continuous days, the period will, subject to the submission of satisfactory medical evidence to the Employer, be treated as personal leave and the Employee given credit for long service leave accordingly.

8.6 Pay increases while on leave

Where an Employee is on long service leave and has been paid in advance in respect of any period of the long service leave, and the Employee's ordinary pay increases during the period of such leave, the Employee shall be entitled to be paid at the increased rate from the time of the increase, and the participant Employer shall forthwith pay the Employee the difference at the conclusion of the period of leave.

8.7 Payment while on leave

The ordinary pay of an Employee on long service leave shall be paid in one of the following ways, to be nominated in advance by the Employee:

8.7.1 full pay in advance on commencing the leave;

8.7.2 at the same pay intervals as the Employee would have been paid if not on leave; or

8.7.3 as agreed between the Employer and the Employee.

8.8 Leave in advance

The Employer may grant an Employee long service leave before the Employee becomes entitled to that leave. If leave is so granted, the Employee is not entitled to any further long service leave or payment in lieu of long service leave for the period of employment in respect of which leave in advance was granted. If the employment of an Employee who has taken leave in advance ends, the Employer may deduct from any payment payable to the Employee as a result of the ending of his or her employment an amount equal to the amount paid to the Employee for the leave (if any) in respect of which the Employee will not become entitled.

8.9 Leave at half-pay

An Employee may request his or her Employer to grant the Employee an amount of long service leave:

8.9.1 twice as long as the amount to which the Employee would otherwise be entitled; and

8.9.2 at a rate of pay equal to half the Employee's ordinary pay.

An Employer must grant a request under this clause if it is reasonable to do so, having regard to the needs of the institution at which the Employee is employed.

8.10 Payments in lieu forbidden

An Employer must not give an Employee a payment in lieu of long service leave, or in lieu of any part long service leave, and an Employee must not accept any payment in lieu of long service leave.

8.11 Restriction of working while on leave

An Employee must not work for hire or reward while he or she is taking long service leave. An Employer must not knowingly employ a person for hire or reward while that person is taking long service leave.

9. Special provisions relating to Principals

9.1 This provision shall apply to Employees who, at the time of accruing an entitlement to long service leave, are employed as a Principal on limited tenure or a fixed-term contract.

9.2 Subject to clause 9.3, where a Principal requests to forgo the entitlement to a cash payment for long service leave on termination of his or her employment in accordance with clause 7.1, and provided the Principal takes long service leave with a participant Employer within 12 months from the expiration of the Principal's employment as Principal, the ordinary pay to be paid to him/her at the time the leave is taken shall be the ordinary pay for the position the Principal had previously occupied as at the date he/she ceased to be a Principal.

9.3 A Principal is not eligible to make a request to forego the payment of a cash equivalent for long service leave as provided for in clause 7.1 if the Principal has received a salary compensation payment pursuant to the entitlements in this Agreement upon termination of his or her employment with the former Employer.

APPENDIX 4

Teacher and Deputy Principal Classifications

APPENDIX 4

1. Classification – Teachers and Deputy Principals

1.1 Classroom Teacher – Level 2

Classroom Teacher Level 2 plays a significant role in assisting the school to improve student performance and educational outcomes, determined by the school's strategic plan and statewide priorities, and contributing to the development and implementation of school policies and priorities. A critical component of this work will focus on increasing the knowledge base of staff within their school about student learning and high-quality instruction to assist their school to define quality Teacher practice. They may also supervise and train one or more student Teachers.

Classroom Teacher Level 2 will be expected to:

(a) have the content knowledge and pedagogical practice to meet the diverse needs of all students;

(b) model exemplary classroom practice and mentoring/coaching of other Teachers in the school to engage in critical reflection of their practice and to support staff to expand their capacity;

(c) provide expert advice about the content, processes and strategies that will shape individual and school professional learning; and

(d) assist staff to use student data to inform teaching approaches that enable targets related to improving student learning outcomes to be achieved.

1.2 Classroom Teacher – Level 1

(a) The primary focus of the classroom Teacher Level 1 is on further developing skills and competencies to become an effective classroom practitioner, with structured support and guidance from Teachers at higher levels and the planning, preparation and teaching of programs to achieve specific student outcomes. These Teachers teach a range of students/classes and are accountable for the effective delivery of their programs. Classroom Teachers at Level 1 are skilled Teachers who operate under general direction within clear guidelines, following established work practices and documented priorities, and may have responsibility for the supervision and training of one or more student Teachers.

(b) At this level, Teachers participate in the development of school policies and programs, and assist in the implementation of school priorities.

(c) The focus of a classroom Teacher Level 1 is on classroom management, subject content and teaching practice. New entrants to the teaching profession in their initial teaching years receive structured support, mentoring and guidance from Teachers at higher levels.

(d) Under guidance, new entrants to the teaching profession will plan and teach student groups in one or more subjects, and are expected to participate in induction programs and other professional learning activities that are designed to ensure the integration of curriculum, assessment and pedagogy across the school.

(e) Teachers at this level are responsible for teaching their own classes and may also assist and participate in policy development, project teams and the organisation of co-curricular activities.

1.3 Classification – Deputy Principals

"Deputy Principal" means a person appointed by an Employer whether as Vice Principal, Deputy Principal, Assistant Principal or Campus Head in a Catholic school.

(a) There are seven levels of Deputy Principal based on enrolment and the provisions of this clause.

(b) Categories A and B apply in secondary schools and Category B applies in primary schools.

(c) Allowances are payable to Deputy Principals in primary schools who have not reached the level T2-6 on the Teachers' incremental scale. The allowance is equal to the difference between the applicable Deputy Principal Category B salary for the school and the salary of a T2-5 Teacher. Incremental progression in relation to the allowance will be in accordance with clause 45 of this Agreement.

(d) In a secondary school where there is a Deputy Principal appointed and there is only one such appointment, it is made at the Category A rate of the appropriate level.

(e) Unless otherwise determined by the Employer, a Deputy Principal will commence employment at the minimum remuneration as set out in Schedule 2.

(f) The classification structure and rates of pay for Deputy Principals are specified in Schedule 2.

(g) Deputy Principals shall be paid at their appropriate classification, subject to the provisions of clauses 58.3 and 58.4, or as specified in Part 3 of this Agreement.

(h) The level of the Deputy Principal is determined according to the enrolment of the school, or the enrolment that it is expected to rise to, or fall to, during the period of the appointment of the Deputy Principal.

(i) Where there has been no significant increase or decrease in enrolment over the preceding three years, and no likelihood of such in the next three years, the enrolment (as defined) prior to the first year of appointment shall establish the level of the Deputy Principal.

(j) Where it is known that a school's enrolment will increase significantly during the period of appointment, the Deputy Principal will be appointed to the level it is anticipated the school's enrolment will reach during the period of appointment.

(k) Where it is known that a school's enrolment will decrease significantly during the period of appointment, the Deputy Principal will be appointed to the level it is anticipated the school's enrolment will fall to during the appointment period. The Employee shall be given written notice of this classification prior to appointment and, at the Employee's request, the Employee's nominated representative shall be consulted regarding the decrease of enrolments prior to the appointment taking place.

(l) In any year where a school's enrolment, as at the February Census, is above or below the limit for the level to which the Deputy Principal has been appointed, the level to which the Deputy Principal has been appointed shall not change. Where that February enrolment exceeds the upper limit for the level to which the Deputy Principal has been appointed, the next higher salary in the level above shall apply for that year.

APPENDIX 5
Education Support Classifications

APPENDIX 5

1. Classification – Education Support Employees

1.1 General work descriptions

	Level 1	Level 2	Level 3	Level 4	Level 5
Competency	Level 1 Education Support is a training grade for Education Support Employees participating in a traineeship, apprenticeship or other similar, formal training arrangement that combines formally recognised training with a registered training organisation (such as a TAFE), with practical work experience and on the job training.	Competency at this level involves the application of knowledge with depth in some areas and a broad range of skills. There is generally a variety of tasks, roles and contexts. There is some complexity in the range and choice of actions required. Some tasks may require limited creative, planning or design functions.	Competency at this level may include Level 2 competencies. In addition, competency at this level involves the development and application of professional knowledge in a specialised area(s) and utilising a broad range of skills. An Employee at this level will have a depth or breadth of expertise developed through extensive relevant experience and application, and perform work assignments guided by policy, precedent, professional standards and expertise. This may require the provision of support and advice to senior management and/or performing a support role to a senior administrator.	Competency at this level may include Level 2–3 competencies. In addition, competency at this level operates within broad principles set by management. An Employee at this level is expected to undertake a high proportion of tasks involving complex, specialised or professional functions. A role at this level may coordinate or manage a specific functional responsibility and/or liaise with the general community, government agencies or service providers.	Competency at this level may include Level 2–4 competencies. In addition, competency at this level generally requires Employees to be responsible for program area development and implementation, to provide strategic support and/or advice requiring integration of a range of school policies and external requirements, and to have an ability to achieve objectives operating within complex organisational structures. A role at this level will generally lead and manage a significant functional element of a large school, and/or contribute in a major way to the development, maintenance and implementation of the policy framework of a large school.

	Level 1	Level 2	Level 3	Level 4	Level 5
Judgement, independence and problem-solving	N/A	Roles at this level will require Employees to exercise judgement to identify, select and apply the most appropriate available guidelines and procedures, interpret precedents, and adapt standard methods or practices to respond to variations. Roles may require an Employee to: · apply diagnostic skills, theoretical knowledge and techniques to a range of procedures and tasks; and/or · undertake tasks requiring expertise in a specialist area or broad knowledge of a range of functions.	Roles at this level will require problem-solving that involves the identification and analysis of diverse problems, and will apply appropriate technical training and expertise to decision-making. Roles at this level will generally have scope to undertake some or all of the following in their area: · innovate within own function and take responsibility for outcomes; · design, develop and test equipment, systems and procedures; · participate in planning involving resources used and developing proposals for resource allocation; · exercise high-level diagnostic skills on sophisticated equipment or systems; and/or · analyse and report on data and experiments.	Roles at this level will generally require Employees to be able to: · independently relate existing policy to work assignments and apply a specific body of knowledge to solve problems; · use theoretical principles in modifying and adapting techniques.	Roles at this level may generally require Employees to develop new ways of using a specific body of knowledge which applies to work assignments, or may involve the integration of other specific bodies of knowledge. Employees exercise initiative in the application of professional practices demonstrating independent discretion and judgement.

	Level 1	Level 2	Level 3	Level 4	Level 5
Direction	N/A	Supervision is generally required to establish general objectives relative to specific tasks, to outline the desired end product and to identify potential resources for assistance. Some positions will require routine supervision to general direction, depending on experience and the complexity of the tasks.	Routine supervision to general direction, depending on tasks involved and experience. Supervision is present to review established objectives.	Broad direction, working with a degree of autonomy.	Little or no supervision is required. Generally reports directly to the Principal.
Supervision	N/A	Roles at this level may be required to: · supervise students while performing their normal duties, but may not be used instead of a Teacher; · supervise other Employees at the same or lower levels and within the general work area.	Roles at this level may be required to: · supervise students while performing their normal duties, but may not be used instead of a Teacher; · supervise other Employees at lower levels, except that a registered nurse at this level will not be required to supervise other Employees.	Roles at this level may be required to: · supervise students while performing their normal duties, but may not be used instead of a Teacher; · coordinate or manage a specific functional responsibility and/or manage other Employees, including administrative, technical and/or professional Employees. Where a registered nurse is required to supervise other Employees, the registered nurse must be classified at a minimum of Level 4.	Roles at this level may be required to: · supervise students while performing their normal duties, but may not be used instead of a Teacher; · have management responsibility for a functional area and/or manage other Employees, including administrative, technical and/or professional Employees.

	Level 1	Level 2	Level 3	Level 4	Level 5
Qualifications and experience	N/A	Level 2 duties typically require a skill level which assumes and requires relevant knowledge or training equivalent to: · completion of a trade certificate or Certificate III; · completion of Year 12 or a Certificate I or II, with relevant experience and/or education/training; or · an equivalent combination of relevant experience and/or education/ training.	Level 3 duties typically require a skill level which assumes and requires knowledge or training equivalent to: · completion of a degree without relevant work experience; · completion of an advanced diploma qualification and at least one year's relevant work experience; · completion of a diploma qualification and at least two years' relevant work experience; · completion of a Certificate IV and extensive relevant work experience; or · an equivalent combination of relevant experience and/or education/ training.	Level 4 duties typically require a skill level which assumes and requires knowledge or training equivalent to: · a degree with relevant work experience; · extensive experience and/or management expertise in the relevant field; or · an equivalent combination of relevant experience and/or education/ training.	Level 5 duties typically require a skill level which assumes or requires: · postgraduate qualifications or progress towards postgraduate qualifications and extensive experience; · extensive experience and/or management expertise; or · an equivalent combination of relevant experience and/or education/training.

2. Typical duties*

	Level 1	Level 2	Level 3	Level 4	Level 5
School Administration Services	N/A	(a) Providing administrative support to management personnel, including arranging appointments, diary and calendar management, and preparing both confidential and general correspondence; (b) performing a reception function; (c) liaising with, and managing enquiries from, students, parents, Employees and the general public; (d) using computer software packages, including desktop publishing, spreadsheets, database and/or web software, at an advanced level; (e) taking minutes and writing reports as directed; (f) assisting with the preparation of internal and external publications; (g) undertaking systems processing work such as data entry, purchasing, payments and reports; (h) preparing government and statutory authority returns for authorisation; (i) maintaining the school's financial records, including: (i) entering and retrieving financial data, and preparing financial and management reports for review and authorisation; (ii) undertaking bank and ledger reconciliations; (iii) preparing financial documentation and data for the budget; (iv) maintaining accounting bookkeeping records; (j) preparing monthly summaries of debtors' and creditors' ledger transactions with reconciliations; (k) reconciling school spending against budget; (l) applying inventory and purchasing control procedures; (m) administering the personnel function for a school using a payroll bureau, or in a small school, including: (i) maintaining personnel records; (ii) calculating and maintaining wage and salary records; (iii) providing standard information and advice to staff on salaries and basic details of their conditions of employment; (iv) calculating staff entitlements, e.g. Positions of Leadership, leave, benefits.	(a) Being responsible for the efficient clerical and/or financial administration of a unit; (b) providing designated high-level support to senior school leaders, including initiating complex or confidential reports, documents and correspondence; (c) administering the personnel function in a school, including: (i) maintaining personnel records; (ii) calculating and maintaining wage and salary records; (d) coordinating and/or administering the general financial operations of a unit; (e) providing high-level assistance to a business manager, accountant or Principal in the preparation of supporting data, reports and other documentation for financial/budgetary decision-making purposes; (f) being responsible for functions such as: (i) preparing the accounts of a school to operating statement stage; (ii) using advanced techniques and methods to analyse and interpret the financial statements, and formulating period and year-end entries; (iii) monitoring and managing debtors; (g) coordinating the work of School Services Officers.	(a) Managing a significant functional unit with a diverse or complex set of functions and substantial resources; (b) coordinating or managing the administrative services across two or more campuses of a secondary college; (c) being responsible for the financial functions and/or team in a school; (d) providing high-level financial advice and support, and complex budget advice and support; (e) managing the provision of services including buildings, maintenance, cleaning, residential, food and transport.	Leading and managing a significant functional unit with a diverse or complex set of functions and substantial resources in a large school.

* The duties listed are examples of activities typically undertaken by Employees in different roles at each of the classification levels. Roles at a particular level may include duties from lower levels.

	Level 1	Level 2	Level 3	Level 4	Level 5
Student Support	N/A	(a) Assisting student learning where discretion and judgement are required (including providing more individualised approaches and intervention strategies, and assisting in identification of learning needs and evaluation of progress under the general supervision and direction of the Teacher); (b) participating in the monitoring, evaluation and reporting of student learning and programs; (c) assisting with the collection, preparation and distribution of learning materials; (d) working with students to enable them to use specialised augmentative communication and adaptive technology to enhance student access to the curriculum; (e) under the general supervision and direction of teaching staff, undertaking specialist assistance to students in specific learning areas, e.g. Languages, Technologies, the Arts; (f) under the general supervision and direction of teaching staff, undertaking learning support activities involving specialist cultural understanding and skills, e.g.: (i) assisting students with classroom activities; (ii) supporting Teachers to understand the educational, health and welfare needs of Koori and refugee students; (iii) acting as a cultural support person or mentor; (iv) assisting in the delivery of culturally inclusive curriculum; (g) providing basic support to students within defined principles and parameters; (h) providing basic physical, social and emotions care for students, e.g. toileting, meals and lifting; (i) assisting in wellbeing programs and/or supporting a chaplaincy program.	(a) Undertaking specialist intervention strategies requiring advanced training and expertise; (b) coordinating the work of a specialised unit in a school; (c) providing professional reports requiring factual analysis, including assessments and recommendations for consideration by others; (d) conducting basic training and instruction related to the professional field for school colleagues; (e) working as a provisionally registered Psychologist; (f) actively working within and for the school community to assist in creating a culturally inclusive and supportive environment through such duties as: (i) engaging actively with parents and local Aboriginal or refugee communities, agencies and networks; (ii) assisting in the professional learning of Teachers; (iii) assisting the organisation of cultural activities.	N/A	N/A

	Level 1	Level 2	Level 3	Level 4	Level 5
Health and Wellbeing Services	N/A	(a) Providing first aid to students and supporting the first aid facilities at the school; (b) assisting a registered nurse to provide delegated activities of nursing care, according to the student's plan of care, professional standards, school polices and procedural guidelines; (c) maintaining student health records in accordance with relevant school policies and professional standards.	(a) Providing standard professional services within defined organisational parameters under general guidance from senior staff; (b) working as a provisionally registered Psychologist; (c) conducting basic training and instruction related to the professional field for school colleagues; (d) assessing student needs and delivering a range of services within generally defined parameters; (e) providing standard clinical professional services to students within the parameters of school policy and guidelines; (f) communicating effectively with students, their families, the school community, and other health practitioners and service providers; (g) undertaking specialist intervention strategies requiring advanced training and expertise; (h) providing professional reports requiring in-depth factual analysis, including assessments and recommendations for consideration by others; (i) explaining professional concepts and approaches to students, stakeholders, colleagues and staff; (j) coordinating the work of a specialised unit in a school (does not apply to a registered nurse); (k) establishing and maintaining accurate and comprehensive student medical records.	(a) Demonstrating high levels of independent practice within the school setting; (b) providing timely, high-quality and evidence-based primary health care to students; (c) providing expert advice in the professional field, which will influence the strategic approach to student support and learning; (d) undertaking nursing and/or comprehensive health and wellbeing assessments, planning and evaluating ongoing care to promote the health, wellbeing and development of individual students; (e) providing standard professional services at an experienced level within defined organisational parameters; (f) actively promoting primary health care, mental health or wellbeing within the education curriculum; (g) providing information and facilitating links between the school community and relevant services; (h) where clinically indicated, conducting health and development assessments on all school entrants with the consent of parents or guardians; (i) providing complex professional reports requiring in-depth factual analysis, including assessments and recommendations for consideration by others;	(a) Managing at a high level the delivery of professional support services in a large school including, as a member of the leadership team, the development and/or implementation of key policies and operational practices to guide the work of others; (b) leading and managing the provision of professional development activities within the school community which relate to health and wellbeing; (c) leading and managing staff performance and development for registered and enrolled nurses, and/or other staff within the health centre; (d) undertaking advanced interventions in dealing with particularly complex cases that may require cross-profession or relevant employer collaboration;

	Level 1	Level 2	Level 3	Level 4	Level 5
Health and Wellbeing Services (cont)				j) providing standard clinical professional services to students within the parameters of school policy and guidelines; (k) making decisions on complex intervention strategies that may have significant consequences for students and their families; (l) delivering primary health care, counselling, wellbeing and therapeutic services to students (or staff) in allocated schools through health education, assessment, support, referral, and health and wellbeing promotion activities; (m) recognising where it is appropriate to make referrals to health practitioners and other service providers to meet the individual healthcare needs of students; (n) delivering individual health counselling to meet the healthcare needs of individual students, and to promote their optimal health and wellbeing; (o) supervising and managing other health and wellbeing team members; (p) contributing to the development of best practice policies in conjunction with the school's leaders about health and student wellbeing; (q) playing a leading role as part of the school structures and protocols in promoting positive health outcomes.	e) providing leadership, training and development for others in the adaptation and application of professional concepts which relate to health and wellbeing.

	Level 1	Level 2	Level 3	Level 4	Level 5
Curriculum Resource Services – General	N/A	(a) Applying specialised knowledge in specific function area, i.e. science laboratory, ICT support, library; (b) providing specialised knowledge that is relied upon to deliver support services under direction, e.g. information technology and technical support in science laboratories and libraries; (c) applying technical and/or scientific principles to enable the performance of a variety of interrelated technical tasks; (d) evaluating and making recommendations for the purchase of technical or computer equipment; (e) assisting with training and/or instruction in respect to technical systems or scientific processes; (f) maintaining booking and repair/replace systems for equipment; (g) routinely ordering and maintaining equipment and materials.	(a) Undertaking some responsibility for other Employees in the work area; (b) providing assistance or guidance to other Employees in the work area; (c) exercising judgement and discretion in providing technical assistance in the operation of a library, laboratory or technology centre; (d) exercising discretion and judgement in assisting students and Employees to access information and to use equipment in a library, laboratory or technology centre; (e) assisting with the planning and organisation of a laboratory or technology centre, and fieldwork; (f) investigating and reporting on the efficiency and effectiveness of system design; (g) conducting training and instruction to school colleagues within the technical field; (h) regularly interacting with a range of external or internal clients to provide advice or specialist information.	(a) 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; (b) being responsible for a significant and discrete functional unit, which ordinarily will involve the supervision of its staff; (c) liaising and negotiating to a significant degree with Teachers on curriculum matters; (d) providing expertise and leadership in policy development to guide the work of others, including Teachers; (e) developing and delivering professional development programs for colleagues or other staff involved in a technical field.	Leading and managing a significant functional unit with a diverse or complex set of functions and substantial resources in a large school, including initiating, developing and implementing key policy initiatives.

	Level 1	Level 2	Level 3	Level 4	Level 5
Curriculum Resource Services – Library/AV Services	N/A	(a) Performing a range of basic library transactions, including processing, cataloguing and accessioning books, stocktaking, preparing display materials, using circulation systems, general photocopying and related clerical tasks; (b) maintaining, controlling, operating and demonstrating the use of audiovisual equipment, where there is limited complexity, including assisting with audio and video recording; (c) assisting students and Teachers to use the catalogue and/or locate books and resource materials; (d) explaining the function and use of library and library equipment to students; (e) maintaining catalogues of recorded programs in accordance with established routines, methods and procedures; (f) under direction, assisting teaching staff to take story groups; (g) searching and identifying fairly complex bibliographic material; (h) answering ready references enquiries; (i) operating a wide range of audiovisual or computer equipment; (j) demonstrating and explaining the routine operation of audiovisual, computer and other similar equipment; (k) recording materials by means of sound and photographic equipment, etc.	(a) Preparing descriptive cataloguing for library materials; (b) supervising the operation of circulation systems; (c) answering reference and information enquiries, other than ready reference; (d) providing advanced guidance in the use of information systems; (e) producing advanced resource materials, e.g. multi-media kits, video and film clips; (f) teaching advanced audiovisual, computer and other technical skills to students and Teachers; (g) searching and verifying bibliographical data where judgement and discretion is involved; (h) assisting with supervision of students in the library where discretion and judgement is involved.	Demonstrating and instructing students and Employees with respect to the use of complex audiovisual or computer equipment, using a variety of routines, methods and procedures, with a depth of knowledge in the requisite areas.	N/A

	Level 1	Level 2	Level 3	Level 4	Level 5
Laboratory	N/A	(a) Caring for flora and fauna; (b) preparing teaching aids under direction; (c) preparing standard solutions and less complex experiments; (d) providing technical support to Teachers; (e) evaluating and making recommendations for the purchase of technical or computer equipment; (f) implementing measures for proper storage control, and handling or disposal of dangerous or toxic substances; (g) culturing, preparing for use and being responsible to the relevant manager for the security of bacterial, viral or other like substances; (h) within a defined range of contexts, where the choice of actions is clear, maintaining scientific equipment, materials and specimens; (i) assisting with the design/demonstration of experiments and scientific equipment, as directed; (j) routine ordering of supplies and materials.	(a) Providing technical assistance and advice, as requested; (b) testing experiments and demonstrating experiments with Teachers.	(a) Designing and demonstrating more complex experiments within a variety of routines, methods and experiences under supervision of Teachers where discretion and judgement are required; (b) managing a science laboratory in a large or multi-campus secondary college where a variety of tests are undertaken, including activities that are not routine and techniques that are not standard (such a role would mainly only exist if the curriculum leader's role was independent of the laboratory manager); (c) formulating and supervising experiments for colleagues or other staff involved in a scientific or technical field.	N/A
ICT	N/A	(a) Assisting with training and developing training guides for staff and students; (b) responding to faults in the first instance.	(a) Advising Teachers and students on aspects of information technology and use in the school; (b) supervising and maintaining hardware and software components of a computer network, with appropriate support for users; (c) responding to faults requiring more detailed attention; (d) designing and implementing systems for computer networks and deploying a significant number of computers at a time without guidance.	Managing the development and effective operation of the computer systems within a school(s) where there is a high degree of complexity (e.g. significant size, multi-campuses, integration of several functional areas) and importance to the educational objectives to be achieved.	N/A

APPENDIX 6

School Services Officer Classifications

APPENDIX 6

1. Classification – School Services Officers

1.1 School Services Officer Level 1

(a) Qualifications and experience

Level 1 duties do not require a qualification or experience upon engagement.

(b) Typical roles and duties

(i) cleaner;

(ii) assistant to gardener; or

(iii) assistant to building maintenance.

(c) Direction and supervision

(i) close supervision or, in the case of more experienced Employees, routine supervision of straightforward tasks; and

(ii) close supervision of more complex tasks.

Roles at this level do not supervise.

1.2 School Services Officer Level 2

(a) Qualifications and experience

Level 2 duties typically require a skill level which requires relevant knowledge or training, such as:

(i) Certificate I or II;

(ii) Year 12;

(iii) two years' relevant experience; or

(iv) an equivalent combination of relevant experience and education/training.

(b) Typical roles and duties

(i) duties appropriate to a trades assistant or equivalent;

(ii) gardener;

(iii) building maintenance;

(iv) security;

(v) driver of school vehicles;

(vi) domestic staff; or

(vii) food services.

(c) Direction and supervision

Supervision is generally required:

(i) to establish general objectives relative to specific tasks;

(ii) to outline the desired end product; and

(iii) to identify potential resources for assistance.

Roles at this level do not supervise.

1.3 School Services Officer Level 3

(a) Qualifications and experience

Level 3 duties typically require a skill level which requires relevant knowledge or training equivalent to:

(i) trade certificate or Certificate III;

(ii) completion of Year 12 or a Certificate I or II with relevant experience and/or education/training; or

(iii) an equivalent combination of relevant experience and education/training.

(b) Typical roles and duties

(i) duties appropriate to a tradesperson or equivalent;

(ii) skilled gardener;

(iii) building maintenance;

(iv) security; or

(v) domestic or food services Employee.

(c) Direction and supervision

(i) routine supervision to general direction, depending on tasks involved and experience; and

(ii) supervision is present to review established objectives.

May be required to supervise School Services Officers at lower levels.

1.4 School Services Officer Level 4

(a) Qualifications and experience

Level 4 duties typically require a skill level which assumes and requires knowledge or training equivalent to:

(i) trade certificate or Certificate IV and relevant experience; or

(ii) an equivalent combination of relevant experience and/or education/training.

(b) Typical roles and duties

(i) experienced tradesperson; or

(ii) supervisor.

(c) Direction and supervision

(i) broad direction, working with a degree of autonomy.

May be required to supervise School Services Officers at lower levels.

APPENDIX 7

Catholic Education Office School and Student Services Employee Classifications

APPENDIX 7

1. Classification – CEO School and Student Services Employees

(a) An Education Officer shall be assessed in accordance with the provision of clause 1.4 of this Appendix and will progress in accordance with clause 45 of this Agreement.

(b) A Speech Pathologist shall be assessed in accordance with the provision of clause 44 and will progress in accordance with clause 45 of this Agreement.

(c) Experience other than as an Education Officer or Speech Pathologist shall not count as experience as an Education Officer or Speech Pathologist respectively, for the purposes of this clause.

1.1 School Advisers

(a) A Teacher appointed as a School Adviser shall be paid the allowance specified in Schedule 10 of this Agreement.

(b) A Teacher appointed as a School Adviser shall be paid the allowance in Schedule 10 of this Agreement in addition to their salary as a Teacher pursuant to Schedule 1.

(c) A Teacher appointed as a School Adviser, after having completed three years' employment as a School Adviser, shall be paid Allowance B in Schedule 10 of this Agreement in addition to their salary as a Teacher pursuant to Schedule 1.

1.2 Placed Teachers – Category B

(a) A Teacher appointed as a Category B Placed Teacher shall be paid the allowance specified in Schedule 10 of this Agreement.

(b) A Teacher appointed as a Category B Placed Teacher is one who normally works school term time only and receives paid non-term weeks in accordance with clause 25 – Annual leave, non-term weeks and leave loading.

1.3 Placed Teachers – Category A

(a) A Teacher appointed as a Category A Placed Teacher shall be paid the Category A allowance specified in Schedule 10 of this Agreement in addition to the allowance in clause 1.2.

(b) A Teacher appointed as a Category A Placed Teacher is one who is required to work a 38-hour week with four weeks' annual leave.

1.4 Education Officers

(a) Education Officers are officers employed in Catholic Education Offices in an advisory/liaison/teaching capacity with school personnel in relation to a range of educational matters, and are involved at a system level with responsibilities in the areas of curriculum development, inservice and professional development of teachers and other school staff, assessment of schools' needs and programs, school review and development planning, and policy development, evaluation and implementation.

(b) Education Officers on employment will be paid within the salary range as set out in Schedule 8 of this Agreement and in accordance with the following principles:

(i) Education Officers who are below T2-6 of the Teachers' scale in Schedule 1 of this Agreement shall commence as an Education Officer at subdivision 1 in Schedule 8 of this Agreement.

(ii) Education Officers who have attained T2-6 of the Teachers' scale in Schedule 1 of this Agreement shall commence as an Education Officer at subdivision 2 in Schedule 8 of this Agreement.

(iii) Education Officers who have attained T2-6 of the Teachers' scale in Schedule 1 of this Agreement, and have held a Position of Leadership 1 in the 12 months prior to employment as an Education Officer, shall commence as an Education Officer at subdivision 3 in Schedule 8 of this Agreement.

(iv) Education Officers who have attained T2-6 of the Teachers' scale in Schedule 1 of this Agreement, and have held a Position of Leadership 2 in the 12 months prior to employment as an Education Officer, shall commence as an Education Officer at subdivision 4 in Schedule 8 of this Agreement.

(v) Education Officers who have attained T2-6 of the Teachers' scale in Schedule 1 of this Agreement, and have held a Position of Leadership 3 or higher in the 12 months prior to employment as an Education Officer, shall commence as an Education Officer at subdivision 5 in Schedule 8 of this Agreement.

(c) Education Officers shall advance to the next salary subdivision annually, provided the Education Officer has at least six months' service in the previous 12 months.

1.5 Education Officers with specific responsibilities

(a) Education Officers with specific responsibilities shall be paid, in addition to the salary specified at subdivision 5 in Schedule 8 of this Agreement, allowance 1, 2 or 3 as set out in Schedule 10 of this Agreement and in accordance with the following criteria:

(i) Allowance 1 – Education Officers at this level will be responsible for managing and leading specific government-funded projects or Catholic Education Office initiatives, formulating policy options and advice, and developing project briefs in line with CEO business directions.

(ii) Allowance 2 – Education Officers at this level will manage projects, including staff responsibilities, engage in consultation processes with internal and external agencies, and negotiate with peers, industry bodies and other sectors with the objective of gaining cooperation, influencing views and meeting timelines for delivery of specific projects, services or advice.

(iii) Allowance 3 – Education Officers at this level will provide professional leadership in their area of expertise, be responsible for managing and leading complex projects, including staff responsibilities, and initiate and manage negotiations with peers (internal and external) to gain commitment to projects and delivery of activities to meet timelines. Education Officers at this level will have reporting and accountability responsibility.

1.6 Provisional Psychologist Grade 1

(a) A Psychologist Grade 1 is employed as a Provisional Psychologist in accordance with the requirements of the Psychology Board of Australia (PBA).

(b) The maximum duration for classification at this level is one incremental cycle, at which time they will progress to Psychologist Grade 2.

1.7 Psychologist Grade 2

(a) A Psychologist at this level is a person who is registered as a Psychologist with the PBA, engaged in psychological practice, and complying with the code of ethics and legal requirements of the psychology profession. Positions at this level are entry level Psychologist positions.

(b) A Psychologist Grade 2 does not provide professional supervision to other Psychologists, including provisionally registered Psychologists and/or postgraduate students on placement, except for secondary supervision of provisionally registered Psychologists.

1.8 Psychologist Grade 3

(a) A Psychologist at this level is engaged in psychological work requiring advanced knowledge and skills.

(b) Indicators of advanced knowledge and skills include having responsibility for complex cases, providing secondary consultation and having responsibility for the professional supervision of other Psychologists, including coordinating their professional development activity.

(c) A Psychologist at this level may have specific responsibility for administration, policy and/or planning.

1.9 Speech Pathologist 2

(a) This is the entry level for new graduates who meet the requirement to practise as a Speech Pathologist (where appropriate, in accordance with their professional association's rules) and be eligible for membership of their professional association, or such qualification as deemed acceptable by the Employer.

1.10 Speech Pathologist 3

(a) A Speech Pathologist at this level will ordinarily have four years of experience, work independently and be required to exercise independent judgement on routine matters. They may require professional supervision from more senior members of the profession or their work team when performing novel, complex or critical tasks.

(b) At this level, the Speech Pathologist contributes to the evaluation and analysis of guidelines, policies and procedures applicable to their clinical/professional work, and may be required to contribute to the supervision of discipline-specific students.

1.11 Speech Pathologist 4

(a) A Speech Pathologist at this level will hold specific educational, administrative and/or managerial responsibilities as designated by the Employer, and is at a supervisory level which requires extensive specialised knowledge and performance.

(b) This role may manage/supervise a team of staff within a program and may report to a senior leader as required by the organisation.

APPENDIX 8

Catholic Education Office Administration Employee Classifications

APPENDIX 8

1. Classification – CEO Administration Employees

1.1 General work descriptions – Level 1

(a) Competency

Competency at this level involves application of knowledge and skills to a range of defined tasks, roles and contexts where the choice of actions required is clear.

(b) Judgement, independence and problem-solving

Roles at this level will require Employees to apply accepted concepts, principles and standards in well-defined areas; to solve simple problems with reference to established techniques and practices; and to choose between a range of straightforward alternatives.

(c) Direction

Close direction or, in the case of more experienced Employees, routine direction of straightforward tasks.

(d) Supervision

Roles at this level do not supervise other staff.

(e) Qualifications and experience

Level 1 duties do not require a qualification or prior experience upon engagement.

1.2 General work descriptions – Level 2

(a) Competency

(i) Competency at this level may include Level 1 competencies.

(ii) In addition, competency at this level involves application of knowledge and skills to a range of defined tasks, roles and contexts where the choice of actions required is wider.

(b) Judgement, independence and problem-solving

Roles at this level will require Employees to exercise some judgement to identify, select and apply the most appropriate available guidelines and procedures for relevant responsibilities, and adapt standard methods or practices to respond to minor variations.

(c) Direction

Routine direction of straightforward tasks; closer direction of more complex tasks.

(d) Supervision

Roles at this level may be required to supervise other Employees at lower levels.

(e) Qualifications and experience

Level 2 duties typically require a skill level which assumes and requires relevant knowledge or training equivalent to:

- completion of a trade certificate or Certificate III;
- completion of Year 12 or a Certificate I or II, with relevant experience and/or education/training; or
- an equivalent combination of relevant experience and/or education/training.

1.3 General work descriptions – Level 3

(a) Competency

(i) Competency at this level may include Level 1–2 competencies.

(ii) In addition, competency at this level involves the application of knowledge with depth in some areas and a broad range of skills. There is generally a variety of tasks, roles and contexts. There is some complexity in the ranges and choice of actions required. Tasks may require some limited creative, planning or design functions.

(b) Judgement, independence and problem-solving

(i) Roles at this level will require Employees to exercise some judgement to identify, select and apply the most appropriate available guidelines and procedures, interpret precedents, and adapt standard methods or practices to respond to variations.

(ii) Roles may require an Employee to:

- apply diagnostic skills, theoretical knowledge and techniques to a range of procedures and tasks; and/or
- undertake tasks requiring expertise in a specialist area or broad knowledge of a range of functions.

(c) Direction

(i) Direction is generally required to establish objectives relative to specific tasks, to outline the desired outcome and to identify potential resources for assistance.

(ii) Some positions will require routine direction to general direction, depending on experience and the complexity of the tasks.

(d) Supervision

Roles at this level may be required to supervise other Employees at lower levels.

(e) Qualifications and experience

Level 3 duties typically require a skill level which assumes and requires relevant knowledge or training equivalent to:

- completion of a trade certificate or Certificate IV;
- completion of Year 12 or a Certificate III, with relevant experience and/or education/training; or
- an equivalent combination of relevant experience and/or education/training.

1.4 General work descriptions – Level 4

(a) Competency

(i) Competency at this level may include Level 1–3 competencies.

(ii) In addition, competency at this level involves the development and application of professional knowledge in a specialised area(s) and utilising a broad range of skills.

(iii) An Employee at this level will have a depth or breadth of expertise developed through extensive relevant experience and application, and perform work assignments guided by policy, precedent, professional standards and expertise. This may require the provision of support and advice to senior management and/or performing a support role to a senior administrator.

(b) Judgement, independence and problem-solving

(i) Roles at this level will require problem-solving skills based on their level of training and expertise.

(ii) Roles at this level will generally have scope to undertake some or all of the following in their area:

- innovate within own function and take responsibility for outcomes;
- design, develop and test equipment, systems and procedures;
- participate in planning, involving resources used and developing proposals for resource allocation;
- exercise high-level diagnostic skills on sophisticated equipment or systems; and/or
- analyse and report on data.

(c) Direction

(i) Routine supervision to general direction, depending on tasks involved and experience.

(ii) Supervision is present to review established objectives.

(d) Supervision

Roles at this level may be required to supervise other Employees at lower levels.

(e) Qualifications and experience

Level 4 duties typically require a skill level which assumes and requires knowledge or training equivalent to:

- completion of a degree without subsequent relevant work experience;
- completion of an advanced diploma qualification and at least one year's subsequent relevant work experience;
- completion of a diploma qualification and at least two years' subsequent relevant work experience;
- completion of a Certificate IV and extensive relevant work experience; or
- an equivalent combination of relevant experience and/or education/training.

1.5 General work descriptions – Level 5

(a) Competency

(i) Competency at this level may include Level 1–4 competencies.

(ii) In addition, competency at this level operates within broad principles set by management by applying sound theoretical and practical expertise in developing options. It requires an ability to undertake a high proportion of tasks involving complex, specialised or professional functions.

(iii) A role at this level may coordinate or manage a specific functional responsibility.

(b) Judgement, independence and problem-solving

(i) Roles at this level will require problem-solving that involves the identification and analysis of diverse problems, and will apply appropriate technical training and expertise to decision-making.

(ii) Roles at this level will require Employees able to:

- independently relate existing policy to work assignments and apply a specific body of knowledge to decision-making, as well as provide advice to others on that policy; and/or
- use theoretical principles in modifying and adapting techniques.

(c) Direction

General direction, depending on tasks involved and experience.

(d) Supervision

Roles at this level may be required to have management responsibility for a small functional area and/or manage other Employees, including administrative and/or technical Employees.

(e) Qualifications and experience

Level 5 duties typically require a skill level which assumes and requires knowledge or training equivalent to:

- a degree with relevant work experience;
- experience and/or expertise in the relevant field; or
- an equivalent combination of relevant experience and/or education/training.

2. Typical duties – CEO Administration Employees

The duties listed are examples of activities typically undertaken by employees in different roles at each of the classification levels. Roles at a particular level may include duties from lower levels.

2.1 CEO Administration Level 1

(a) Performing a reception function, including providing routine information, making appointments and bookings, and responding to routine enquiries in accordance with organisational procedures.

(b) Undertaking a small range of routine administrative duties, including basic word processing, and maintaining email and computerised records.

(c) Performing routine duties involving the inward and outward movement of mail, copying, maintaining and retrieving records, and straightforward data entry and retrieval.

(d) Routinely using office equipment, such as computers.

(e) Assisting with the routine preparation of internal and external publications.

(f) Monitoring and maintaining stock levels of stationery/materials within established parameters, including reordering.

2.2 CEO Administration Level 2

(a) Undertaking a wider range of administrative duties.

(b) Assisting in the preparation of internal and external publications.

(c) Providing administrative support to management personnel, including arranging appointments, diary and calendar management, and preparing both confidential and general correspondence.

(d) Using computer software packages, including desktop publishing, spreadsheets, database and/or web software.

(e) Carrying out financial transactions such as receipting, banking and petty cash.

(f) Entering and retrieving financial data to assist in the preparation of financial and management reports.

(g) Undertaking bank and ledger reconciliations.

(h) Responding to information and communication technology faults in the first instance.

2.3 CEO Administration Level 3

(a) Overseeing administrative tasks of others, and providing training, mentoring and guidance where required.

(b) Maintaining accounting records.

(c) Preparing monthly summaries of debtors' and creditors' ledger transactions with reconciliations.

(d) Reconciling organisational spending against budget, maintaining financial records, and assisting in the preparation of financial documentation and data for budget preparation.

(e) Applying inventory and purchasing control procedures.

(f) Dealing with more complex information and communication technology issues.

(g) Monitoring computer network functions and/or systems.

2.4 CEO Administration Level 4

(a) Coordinating the workflows of an administrative team of the organisation.

(b) Providing designated high-level support to senior leadership, including initiating complex or confidential reports, documents and correspondence.

(c) Undertaking responsibility for specific Human Resources functions, including:

(i) maintaining personnel records;

(ii) calculating and maintaining wage and salary records;

(iii) providing standard information to staff on salaries and basic details of their employment conditions; and

(iv) calculating staff entitlements, e.g. Positions of Leadership, leave, benefits.

(d) Undertaking responsibilities in specific financial areas such as grant allocations and audit requirements.

(e) Overseeing effective operation of computer functions and key aspects of the ICT systems.

2.5 CEO Administration Level 5

(a) Managing a functional support unit or work area.

(b) Providing financial/budget advice and support to organisational leadership and/or schools.

(c) Advising on advanced technological requirements and/or using advanced technical skills.

(d) Providing confidential administrative and executive support to the Director.

APPENDIX 9
Schedule of Employers

APPENDIX 9

Schedule of Employers

Antonine College Ltd

Catholic Education Sandhurst Limited

Catholic Ladies College Limited

Diocese of Ballarat Catholic Education Limited

FCJ College Benalla

Genazzano FCJ College Limited

Jesuit Social Services Limited

Kildare Education Ministries Limited

Loreto Ballarat Limited

Loreto Mandeville Hall Toorak Limited

MacKillop Family Services Limited

Marist Schools Australia Limited

Mater Christi College

Melbourne Archdiocese Catholic Schools Ltd

Melbourne Archdiocese Catholic Specialist Schools Ltd

Mercy Education Limited

Monivae College

Mount St. Joseph Girls' College – Altona West

Our Lady of the Sacred Heart College Limited

Sacre Coeur

Salesian College Chadstone

Salesian College Sunbury

Santa Maria College

Siena College Limited

St Bede's College

St Columba's College Limited

Star of the Sea College Limited

Trustees of Edmund Rice Education Australia

Villa Maria Catholic Homes Limited

Whitefriars College Inc

Schedule of Salaries

Schedule 1 – Teacher Salaries

1.1 Teachers will be paid the appropriate salary in **Table 1.1** with effective dates as follows:

(a) Pay rates are effective from the first full pay period on or after the first day of that month.

Table 1.1

Level	24-Dec-21	01-Jan-22	01-Jul-22	01-Jan-23	01-Jul-23	01-Jan-24	01-Jul-24	01-Jan-25	01-Jul-25
T2-6	$109,029	$110,119	$111,221	$112,333	$113,456	$114,591	$115,737	$116,894	$118,063
T2-5	$100,790	$101,798	$102,816	$103,845	$104,883	$105,932	$106,991	$108,061	$109,142
T2-4	$97,204	$98,176	$99,158	$100,149	$101,151	$102,162	$103,184	$104,216	$105,258
T2-3	$93,744	$94,682	$95,628	$96,585	$97,551	$98,526	$99,511	$100,506	$101,512
T2-2	$90,408	$91,312	$92,225	$93,147	$94,079	$95,019	$95,970	$96,929	$97,899
T2-1	$87,191	$88,062	$88,943	$89,832	$90,731	$91,638	$92,554	$93,480	$94,415
T1-5	$84,088	$84,929	$85,778	$86,636	$87,503	$88,378	$89,261	$90,154	$91,056
T1-4	$81,095	$81,906	$82,725	$83,552	$84,388	$85,232	$86,084	$86,945	$87,814
T1-3	$78,210	$78,992	$79,782	$80,580	$81,386	$82,199	$83,021	$83,852	$84,690
T1-2	$75,427	$76,181	$76,943	$77,712	$78,489	$79,274	$80,067	$80,868	$81,676
T1-1	$73,499	$74,234	$74,976	$75,726	$76,484	$77,248	$78,021	$78,801	$79,589

Schedule 2A – Category A Deputy Principal Salaries

2.1 Category A Deputy Principals will be paid the appropriate salary in **Table 2.1** with effective dates as follows:

(a) Pay rates are effective from the first full pay period on or after the first day of that month.

Table 2.1

Enrolment	Level	24-Dec-21	01-Jan-22	01-Jul-22	01-Jan-23	01-Jul-23	01-Jan-24	01-Jul-24	01-Jan-25	01-Jul-25
1,500 +	7-4	$185,544	$187,399	$189,273	$191,166	$193,078	$195,008	$196,958	$198,928	$200,917
	7-3	$183,968	$185,808	$187,666	$189,543	$191,438	$193,353	$195,286	$197,239	$199,211
	7-2	$182,392	$184,216	$186,058	$187,919	$189,798	$191,696	$193,613	$195,549	$197,504
	7-1	$180,819	$182,627	$184,453	$186,298	$188,161	$190,042	$191,943	$193,862	$195,801
1,101–1,499	6-4	$176,039	$177,800	$179,578	$181,373	$183,187	$185,019	$186,869	$188,738	$190,625
	6-3	$174,160	$175,901	$177,660	$179,437	$181,231	$183,044	$184,874	$186,723	$188,590
	6-2	$171,845	$173,563	$175,299	$177,052	$178,822	$180,611	$182,417	$184,241	$186,083
	6-1	$169,970	$171,670	$173,387	$175,121	$176,872	$178,640	$180,427	$182,231	$184,053
700–1,100	5-4	$167,423	$169,097	$170,788	$172,496	$174,221	$175,963	$177,723	$179,500	$181,295
	5-3	$165,556	$167,211	$168,883	$170,572	$172,278	$174,001	$175,741	$177,498	$179,273
	5-2	$163,381	$165,015	$166,665	$168,332	$170,015	$171,715	$173,432	$175,167	$176,918
	5-1	$161,275	$162,888	$164,517	$166,162	$167,823	$169,502	$171,197	$172,909	$174,638
550–699	4-4	$158,215	$159,798	$161,396	$163,010	$164,640	$166,286	$167,949	$169,628	$171,325
	4-3	$156,578	$158,143	$159,725	$161,322	$162,935	$164,565	$166,210	$167,872	$169,551
	4-2	$154,823	$156,371	$157,935	$159,514	$161,109	$162,720	$164,348	$165,991	$167,651
	4-1	$153,184	$154,716	$156,263	$157,826	$159,404	$160,998	$162,608	$164,234	$165,876
400–549	3-4	$151,667	$153,184	$154,716	$156,263	$157,825	$159,404	$160,998	$162,608	$164,234
	3-3	$149,784	$151,282	$152,795	$154,323	$155,866	$157,425	$158,999	$160,589	$162,195
	3-2	$147,917	$149,396	$150,890	$152,399	$153,923	$155,462	$157,017	$158,587	$160,173
	3-1	$146,033	$147,494	$148,969	$150,458	$151,963	$153,483	$155,017	$156,568	$158,133
275–399	2-4	$145,569	$147,025	$148,495	$149,980	$151,480	$152,995	$154,525	$156,070	$157,631
	2-3	$141,310	$142,723	$144,151	$145,592	$147,048	$148,519	$150,004	$151,504	$153,019
	2-2	$139,267	$140,660	$142,066	$143,487	$144,922	$146,371	$147,835	$149,313	$150,806
	2-1	$137,144	$138,515	$139,900	$141,299	$142,712	$144,139	$145,581	$147,036	$148,507
150–274	1-4	$134,295	$135,638	$136,994	$138,364	$139,748	$141,145	$142,557	$143,982	$145,422
	1-3	$131,396	$132,710	$134,037	$135,378	$136,731	$138,099	$139,480	$140,874	$142,283
	1-2	$128,010	$129,290	$130,583	$131,889	$133,208	$134,540	$135,885	$137,244	$138,616
	1-1	$124,712	$125,959	$127,218	$128,490	$129,775	$131,073	$132,384	$133,708	$135,045

Schedule 2B – Category B Deputy Principal Salaries

2.2 Category B Deputy Principals will be paid the appropriate salary in **Table 2.2** with effective dates as follows:

(a) Pay rates are effective from the first full pay period on or after the first day of that month.

Table 2.2

Enrolment	Level	24-Dec-21	01-Jan-22	01-Jul-22	01-Jan-23	01-Jul-23	01-Jan-24	01-Jul-24	01-Jan-25	01-Jul-25
1,500 +	7-4	$168,310	$169,993	$171,693	$173,410	$175,144	$176,895	$178,664	$180,451	$182,256
	7-3	$166,784	$168,452	$170,136	$171,837	$173,556	$175,291	$177,044	$178,815	$180,603
	7-2	$165,419	$167,074	$168,744	$170,432	$172,136	$173,857	$175,596	$177,352	$179,125
	7-1	$164,055	$165,696	$167,352	$169,026	$170,716	$172,423	$174,148	$175,889	$177,648
1,101–1,499	6-4	$160,405	$162,009	$163,630	$165,266	$166,918	$168,588	$170,274	$171,976	$173,696
	6-3	$158,554	$160,140	$161,741	$163,359	$164,992	$166,642	$168,309	$169,992	$171,692
	6-2	$156,894	$158,463	$160,048	$161,648	$163,265	$164,897	$166,546	$168,212	$169,894
	6-1	$154,925	$156,475	$158,039	$159,620	$161,216	$162,828	$164,456	$166,101	$167,762
700–1,100	5-4	$151,652	$153,168	$154,700	$156,247	$157,809	$159,387	$160,981	$162,591	$164,217
	5-3	$149,572	$151,068	$152,579	$154,105	$155,646	$157,202	$158,774	$160,362	$161,965
	5-2	$147,505	$148,980	$150,470	$151,975	$153,495	$155,030	$156,580	$158,146	$159,727
	5-1	$143,352	$144,785	$146,233	$147,696	$149,172	$150,664	$152,171	$153,693	$155,229
550–699	4-4	$142,071	$143,492	$144,927	$146,376	$147,840	$149,319	$150,812	$152,320	$153,843
	4-3	$140,763	$142,171	$143,593	$145,029	$146,479	$147,944	$149,423	$150,917	$152,427
	4-2	$139,595	$140,991	$142,401	$143,825	$145,263	$146,715	$148,183	$149,664	$151,161
	4-1	$138,287	$139,670	$141,066	$142,477	$143,902	$145,341	$146,794	$148,262	$149,745
400–549	3-4	$137,379	$138,753	$140,140	$141,542	$142,957	$144,387	$145,831	$147,289	$148,762
	3-3	$135,127	$136,478	$137,843	$139,221	$140,613	$142,019	$143,440	$144,874	$146,323
	3-2	$134,301	$135,644	$137,001	$138,371	$139,754	$141,152	$142,563	$143,989	$145,429
	3-1	$131,017	$132,327	$133,651	$134,987	$136,337	$137,700	$139,077	$140,468	$141,873
275–399	2-3	$129,177	$130,468	$131,773	$133,091	$134,422	$135,766	$137,123	$138,495	$139,880
	2-2	$126,889	$128,158	$129,440	$130,734	$132,041	$133,362	$134,696	$136,042	$137,403
	2-1	$124,689	$125,936	$127,195	$128,467	$129,752	$131,049	$132,360	$133,684	$135,020
150–274	1-3	$122,500	$123,725	$124,962	$126,212	$127,474	$128,749	$130,036	$131,337	$132,650
	1-2	$120,773	$121,981	$123,201	$124,433	$125,677	$126,934	$128,203	$129,485	$130,780
	1-1	$119,044	$120,235	$121,437	$122,651	$123,878	$125,117	$126,368	$127,631	$128,908

Schedule 3 – Primary School Principal Salaries

3.1 Primary School Principals will be paid the appropriate salary in **Table 3.1** with effective dates as follows:

(a) Pay rates are effective from the first full pay period on or after the first day of that month.

Table 3.1

Enrolment	Level	24-Dec-21	01-Jan-22	01-Jul-22	01-Jan-23	01-Jul-23	01-Jan-24	01-Jul-24	01-Jan-25	01-Jul-25
700 +	6-4	$209,766	$211,863	$213,982	$216,122	$218,283	$220,466	$222,670	$224,897	$227,146
	6-3	$206,765	$208,833	$210,921	$213,030	$215,160	$217,312	$219,485	$221,680	$223,897
	6-2	$203,999	$206,039	$208,099	$210,180	$212,282	$214,405	$216,549	$218,714	$220,901
	6-1	$200,759	$202,767	$204,795	$206,842	$208,911	$211,000	$213,110	$215,241	$217,394
550–699	5-4	$198,375	$200,359	$202,362	$204,386	$206,430	$208,494	$210,579	$212,685	$214,812
	5-3	$195,341	$197,294	$199,267	$201,260	$203,273	$205,305	$207,358	$209,432	$211,526
	5-2	$192,308	$194,231	$196,173	$198,135	$200,116	$202,118	$204,139	$206,180	$208,242
	5-1	$189,275	$191,168	$193,080	$195,010	$196,960	$198,930	$200,919	$202,929	$204,958
400–549	4-4	$185,244	$187,097	$188,968	$190,857	$192,766	$194,693	$196,640	$198,607	$200,593
	4-3	$182,896	$184,725	$186,573	$188,438	$190,323	$192,226	$194,148	$196,090	$198,050
	4-2	$180,155	$181,956	$183,776	$185,614	$187,470	$189,345	$191,238	$193,150	$195,082
	4-1	$177,480	$179,255	$181,047	$182,858	$184,686	$186,533	$188,399	$190,283	$192,186
200–399	3-4	$176,422	$178,186	$179,968	$181,768	$183,585	$185,421	$187,275	$189,148	$191,040
	3-3	$174,280	$176,023	$177,784	$179,561	$181,357	$183,171	$185,002	$186,852	$188,721
	3-2	$172,141	$173,863	$175,601	$177,357	$179,131	$180,922	$182,731	$184,559	$186,404
	3-1	$170,001	$171,701	$173,418	$175,152	$176,904	$178,673	$180,460	$182,264	$184,087
1–199	2-5	$165,001	$166,651	$168,318	$170,001	$171,701	$173,418	$175,152	$176,903	$178,673
	2-4	$161,174	$162,786	$164,414	$166,058	$167,719	$169,396	$171,090	$172,801	$174,529
	2-3	$159,165	$160,757	$162,365	$163,988	$165,628	$167,284	$168,957	$170,647	$172,353
	2-2	$157,141	$158,713	$160,300	$161,903	$163,522	$165,157	$166,809	$168,477	$170,162
	2-1	$151,180	$152,692	$154,219	$155,761	$157,318	$158,891	$160,480	$162,085	$163,706

Schedule 4A – Category A Education Support Salaries

4.1 Translations – Education Support

Education Support Employees at Levels 1 and 2 will translate to the revised Education Support classification as follows (backdated to 24 December 2021):

Table 4.1

Subdivision as at 23 December 2021	Translation 24 December 2021
ES 2-6	ES 2-8
ES 2-5	ES 2-7
ES 2-4	ES 2-6
ES 2-3	ES 2-5
ES 2-2	ES 2-4
ES 1-6	ES 2-3
ES 1-5	ES 2-2
ES 1-4	ES 2-1
ES 1-3	ES 2-1
ES 1-2	ES 2-1

4.2 Category A Education Support Employees will be paid the appropriate salary in **Table 4.2** with effective dates as follows:

(a) Pay rates are effective from the first full pay period on or after the first day of that month.

Table 4.2

Level	24-Dec-21	01-Jan-22	01-Jul-22	01-Jan-23	01-Jul-23	01-Jan-24	01-Jul-24	01-Jan-25	01-Jul-25
ES 5-5	$113,704	$114,841	$115,990	$117,149	$118,321	$119,504	$120,699	$121,906	$123,125
ES 5-4	$111,029	$112,139	$113,261	$114,393	$115,537	$116,693	$117,860	$119,038	$120,229
ES 5-3	$108,352	$109,436	$110,530	$111,635	$112,752	$113,879	$115,018	$116,168	$117,330
ES 5-2	$105,677	$106,734	$107,801	$108,879	$109,968	$111,068	$112,178	$113,300	$114,433
ES 5-1	$103,001	$104,031	$105,071	$106,122	$107,183	$108,255	$109,338	$110,431	$111,535
ES 4-6	$98,752	$99,740	$100,737	$101,745	$102,762	$103,790	$104,828	$105,876	$106,935
ES 4-5	$97,668	$98,645	$99,631	$100,628	$101,634	$102,650	$103,677	$104,713	$105,761
ES 4-4	$93,885	$94,824	$95,772	$96,730	$97,697	$98,674	$99,661	$100,657	$101,664
ES 4-3	$91,945	$92,864	$93,793	$94,731	$95,678	$96,635	$97,601	$98,577	$99,563
ES 4-2	$89,108	$89,999	$90,899	$91,808	$92,726	$93,653	$94,589	$95,535	$96,491
ES 4-1	$86,697	$87,564	$88,440	$89,324	$90,218	$91,120	$92,031	$92,951	$93,881
ES 3-6	$85,957	$86,817	$87,685	$88,562	$89,447	$90,342	$91,245	$92,158	$93,079
ES 3-5	$84,643	$85,490	$86,344	$87,208	$88,080	$88,961	$89,850	$90,749	$91,656
ES 3-4	$81,919	$82,738	$83,566	$84,401	$85,245	$86,098	$86,959	$87,828	$88,707
ES 3-3	$80,640	$81,447	$82,261	$83,084	$83,915	$84,754	$85,601	$86,457	$87,322
ES 3-2	$77,879	$78,658	$79,444	$80,239	$81,041	$81,852	$82,670	$83,497	$84,332
ES 3-1	$75,862	$76,621	$77,387	$78,161	$78,942	$79,732	$80,529	$81,334	$82,148
ES 2-8	$72,493	$73,218	$73,950	$74,690	$75,437	$76,191	$76,953	$77,722	$78,500
ES 2-7	$70,322	$71,025	$71,735	$72,453	$73,177	$73,909	$74,648	$75,394	$76,148
ES 2-6	$67,454	$68,129	$68,810	$69,498	$70,193	$70,895	$71,604	$72,320	$73,043
ES 2-5	$65,290	$65,943	$66,602	$67,268	$67,941	$68,620	$69,306	$69,999	$70,699
ES 2-4	$63,125	$63,757	$64,394	$65,038	$65,689	$66,346	$67,009	$67,679	$68,356
ES 2-3	$60,961	$61,570	$62,186	$62,808	$63,436	$64,070	$64,711	$65,358	$66,012
ES 2-2	$58,794	$59,382	$59,976	$60,575	$61,181	$61,793	$62,411	$63,035	$63,665
ES 2-1	$56,605	$57,171	$57,743	$58,321	$58,904	$59,493	$60,088	$60,689	$61,295
ES 1-2	$53,874	$54,413	$54,957	$55,506	$56,062	$56,622	$57,188	$57,760	$58,338
ES 1-1	$51,644	$52,160	$52,682	$53,209	$53,741	$54,278	$54,821	$55,369	$55,923

Schedule 4B – Category B Education Support Salaries

4.3 Category B Education Support Employees will be paid the appropriate salary in **Table 4.3** with effective dates as follows:

(a) Pay rates are effective from the first full pay period on or after the first day of that month.

Table 4.3

Level	24-Dec-21	01-Jan-22	01-Jul-22	01-Jan-23	01-Jul-23	01-Jan-24	01-Jul-24	01-Jan-25	01-Jul-25
ES 5-5	$104,957	$106,007	$107,067	$108,137	$109,219	$110,311	$111,414	$112,528	$113,653
ES 5-4	$102,487	$103,512	$104,547	$105,592	$106,648	$107,715	$108,792	$109,880	$110,979
ES 5-3	$100,016	$101,016	$102,026	$103,047	$104,077	$105,118	$106,169	$107,231	$108,303
ES 5-2	$97,547	$98,522	$99,508	$100,503	$101,508	$102,523	$103,548	$104,584	$105,629
ES 5-1	$95,077	$96,028	$96,988	$97,958	$98,938	$99,927	$100,926	$101,935	$102,955
ES 4-6	$91,155	$92,067	$92,987	$93,917	$94,856	$95,805	$96,763	$97,730	$98,708
ES 4-5	$90,155	$91,057	$91,967	$92,887	$93,816	$94,754	$95,701	$96,658	$97,625
ES 4-4	$86,662	$87,529	$88,404	$89,288	$90,181	$91,083	$91,993	$92,913	$93,843
ES 4-3	$84,871	$85,720	$86,577	$87,443	$88,317	$89,200	$90,092	$90,993	$91,903
ES 4-2	$82,252	$83,075	$83,905	$84,744	$85,592	$86,448	$87,312	$88,185	$89,067
ES 4-1	$80,028	$80,828	$81,637	$82,453	$83,277	$84,110	$84,951	$85,801	$86,659
ES 3-6	$79,344	$80,137	$80,939	$81,748	$82,566	$83,391	$84,225	$85,068	$85,918
ES 3-5	$78,131	$78,912	$79,701	$80,498	$81,303	$82,116	$82,938	$83,767	$84,605
ES 3-4	$75,616	$76,372	$77,136	$77,907	$78,686	$79,473	$80,268	$81,071	$81,881
ES 3-3	$74,436	$75,180	$75,932	$76,691	$77,458	$78,233	$79,015	$79,805	$80,604
ES 3-2	$71,887	$72,606	$73,332	$74,065	$74,806	$75,554	$76,309	$77,073	$77,843
ES 3-1	$70,026	$70,726	$71,434	$72,148	$72,869	$73,598	$74,334	$75,077	$75,828
ES 2-8	$66,915	$67,584	$68,260	$68,943	$69,632	$70,328	$71,032	$71,742	$72,459
ES 2-7	$64,911	$65,560	$66,216	$66,878	$67,547	$68,222	$68,904	$69,593	$70,289
ES 2-6	$62,263	$62,886	$63,514	$64,150	$64,791	$65,439	$66,093	$66,754	$67,422
ES 2-5	$60,266	$60,869	$61,477	$62,092	$62,713	$63,340	$63,974	$64,613	$65,259
ES 2-4	$58,268	$58,851	$59,439	$60,034	$60,634	$61,240	$61,853	$62,471	$63,096
ES 2-3	$56,270	$56,833	$57,401	$57,975	$58,555	$59,140	$59,732	$60,329	$60,932
ES 2-2	$54,273	$54,816	$55,364	$55,918	$56,477	$57,041	$57,612	$58,188	$58,770
ES 2-1	$52,250	$52,773	$53,300	$53,833	$54,372	$54,915	$55,464	$56,019	$56,579
ES 1-2	$49,730	$50,227	$50,730	$51,237	$51,749	$52,267	$52,789	$53,317	$53,850
ES 1-1	$47,672	$48,149	$48,630	$49,117	$49,608	$50,104	$50,605	$51,111	$51,622

Schedule 4C – Category C Education Support Salaries

4.4 Category C Education Support Employees will be paid the appropriate salary in **Table 4.4** with effective dates as follows:

(a) Pay rates are effective from the first full pay period on or after the first day of that month.

Table 4.4

Level	24-Dec-21	01-Jan-22	01-Jul-22	01-Jan-23	01-Jul-23	01-Jan-24	01-Jul-24	01-Jan-25	01-Jul-25
ES 5-5	$109,331	$110,424	$111,529	$112,644	$113,770	$114,908	$116,057	$117,218	$118,390
ES 5-4	$106,758	$107,826	$108,904	$109,993	$111,093	$112,204	$113,326	$114,459	$115,604
ES 5-3	$104,185	$105,226	$106,279	$107,342	$108,415	$109,499	$110,594	$111,700	$112,817
ES 5-2	$101,613	$102,629	$103,655	$104,692	$105,739	$106,796	$107,864	$108,943	$110,032
ES 5-1	$99,039	$100,030	$101,030	$102,040	$103,061	$104,091	$105,132	$106,183	$107,245
ES 4-6	$94,954	$95,904	$96,863	$97,831	$98,810	$99,798	$100,796	$101,804	$102,822
ES 4-5	$93,912	$94,851	$95,800	$96,758	$97,725	$98,702	$99,689	$100,686	$101,693
ES 4-4	$90,274	$91,177	$92,089	$93,009	$93,939	$94,879	$95,828	$96,786	$97,754
ES 4-3	$88,408	$89,293	$90,185	$91,087	$91,998	$92,918	$93,847	$94,786	$95,734
ES 4-2	$85,680	$86,537	$87,402	$88,276	$89,159	$90,051	$90,951	$91,861	$92,779
ES 4-1	$83,362	$84,196	$85,038	$85,888	$86,747	$87,615	$88,491	$89,376	$90,269
ES 3-6	$82,651	$83,478	$84,313	$85,156	$86,007	$86,867	$87,736	$88,613	$89,499
ES 3-5	$81,387	$82,201	$83,023	$83,854	$84,692	$85,539	$86,394	$87,258	$88,131
ES 3-4	$78,769	$79,556	$80,352	$81,155	$81,967	$82,787	$83,614	$84,451	$85,295
ES 3-3	$77,539	$78,314	$79,097	$79,888	$80,687	$81,494	$82,309	$83,132	$83,964
ES 3-2	$74,884	$75,633	$76,389	$77,153	$77,925	$78,704	$79,491	$80,286	$81,089
ES 3-1	$72,944	$73,674	$74,410	$75,154	$75,906	$76,665	$77,432	$78,206	$78,988
ES 2-8	$69,705	$70,402	$71,106	$71,817	$72,535	$73,261	$73,993	$74,733	$75,481
ES 2-7	$67,618	$68,294	$68,977	$69,666	$70,363	$71,067	$71,777	$72,495	$73,220
ES 2-6	$64,859	$65,508	$66,163	$66,824	$67,493	$68,167	$68,849	$69,538	$70,233
ES 2-5	$62,778	$63,406	$64,040	$64,680	$65,327	$65,980	$66,640	$67,307	$67,980
ES 2-4	$60,698	$61,305	$61,918	$62,537	$63,162	$63,794	$64,432	$65,076	$65,727
ES 2-3	$58,616	$59,203	$59,795	$60,393	$60,997	$61,606	$62,223	$62,845	$63,473
ES 2-2	$56,533	$57,098	$57,669	$58,246	$58,828	$59,417	$60,011	$60,611	$61,217
ES 2-1	$54,428	$54,972	$55,522	$56,077	$56,638	$57,204	$57,776	$58,354	$58,938
ES 1-2	$51,802	$52,320	$52,843	$53,372	$53,905	$54,444	$54,989	$55,539	$56,094
ES 1-1	$49,658	$50,155	$50,656	$51,163	$51,674	$52,191	$52,713	$53,240	$53,772

Schedule 4D – Level 3-0, Category A, B and C Education Support Salaries

4.5 Education Support Employees at Level 3-0 will be paid the appropriate salary in **Table 4.5** with effective dates as follows:

(a) Pay rates are effective from the first full pay period on or after the first day of that month.

Table 4.5

Level	24-Dec-21	01-Jan-22	01-Jul-22	01-Jan-23	01-Jul-23	01-Jan-24	01-Jul-24	01-Jan-25	01-Jul-25
ESA 3-0	$75,519	$76,274	$77,037	$77,807	$78,585	$79,371	$80,165	$80,966	$81,776

Level	24-Dec-21	01-Jan-22	01-Jul-22	01-Jan-23	01-Jul-23	01-Jan-24	01-Jul-24	01-Jan-25	01-Jul-25
ESB 3-0	$69,710	$70,407	$71,111	$71,822	$72,540	$73,265	$73,998	$74,738	$75,485

Level	24-Dec-21	01-Jan-22	01-Jul-22	01-Jan-23	01-Jul-23	01-Jan-24	01-Jul-24	01-Jan-25	01-Jul-25
ESC 3-0	$72,614	$73,340	$74,074	$74,814	$75,563	$76,318	$77,081	$77,852	$78,631

Schedule 5A – Category A and Category D School Services Officers' Salaries

5.1 Category A or Category D School Services Officers will be paid the appropriate salary in **Table 5.1** with effective dates as follows:

(a) Pay rates are effective from the first full pay period on or after the first day of that month.

Table 5.1

Level	24-Dec-21	01-Jan-22	01-Jul-22	01-Jan-23	01-Jul-23	01-Jan-24	01-Jul-24	01-Jan-25	01-Jul-25
SSO 4-5	$74,125	$74,866	$75,615	$76,371	$77,135	$77,906	$78,685	$79,472	$80,267
SSO 4-4	$73,410	$74,144	$74,886	$75,634	$76,391	$77,155	$77,926	$78,705	$79,493
SSO 4-3	$73,000	$73,730	$74,467	$75,212	$75,964	$76,724	$77,491	$78,266	$79,049
SSO 4-2	$72,520	$73,245	$73,978	$74,717	$75,465	$76,219	$76,981	$77,751	$78,529
SSO 4-1	$71,959	$72,679	$73,405	$74,139	$74,881	$75,630	$76,386	$77,150	$77,921
SSO 3-5	$71,010	$71,720	$72,437	$73,162	$73,893	$74,632	$75,379	$76,132	$76,894
SSO 3-4	$70,460	$71,165	$71,876	$72,595	$73,321	$74,054	$74,795	$75,543	$76,298
SSO 3-3	$67,550	$68,226	$68,908	$69,597	$70,293	$70,996	$71,706	$72,423	$73,147
SSO 3-2	$66,240	$66,902	$67,571	$68,247	$68,930	$69,619	$70,315	$71,018	$71,728
SSO 3-1	$65,350	$66,004	$66,664	$67,330	$68,003	$68,684	$69,370	$70,064	$70,765
SSO 2-5	$65,288	$65,941	$66,600	$67,266	$67,939	$68,618	$69,305	$69,998	$70,698
SSO 2-4	$63,325	$63,958	$64,598	$65,244	$65,896	$66,555	$67,221	$67,893	$68,572
SSO 2-3	$61,015	$61,625	$62,241	$62,864	$63,492	$64,127	$64,769	$65,416	$66,071
SSO 2-2	$59,555	$60,151	$60,752	$61,360	$61,973	$62,593	$63,219	$63,851	$64,490
SSO 2-1	$57,931	$58,510	$59,095	$59,686	$60,283	$60,886	$61,495	$62,110	$62,731
SSO 1-4	$54,912	$55,461	$56,016	$56,576	$57,142	$57,713	$58,290	$58,873	$59,462
SSO 1-3	$53,730	$54,267	$54,810	$55,358	$55,912	$56,471	$57,035	$57,606	$58,182
SSO 1-2	$52,677	$53,204	$53,736	$54,273	$54,816	$55,364	$55,918	$56,477	$57,042
SSO 1-1	$51,644	$52,160	$52,682	$53,209	$53,741	$54,278	$54,821	$55,369	$55,923

Schedule 5B – Category B School Services Officers' Salaries

5.2 Category B School Services Officers will be paid the appropriate salary in **Table 5.2** with effective dates as follows:

(a) Pay rates are effective from the first full pay period on or after the first day of that month.

Table 5.2

Level	24-Dec-21	01-Jan-22	01-Jul-22	01-Jan-23	01-Jul-23	01-Jan-24	01-Jul-24	01-Jan-25	01-Jul-25
SSO 4-5	$68,423	$69,107	$69,798	$70,496	$71,201	$71,913	$72,632	$73,359	$74,092
SSO 4-4	$67,763	$68,441	$69,125	$69,816	$70,515	$71,220	$71,932	$72,651	$73,378
SSO 4-3	$67,385	$68,058	$68,739	$69,426	$70,121	$70,822	$71,530	$72,245	$72,968
SSO 4-2	$66,942	$67,611	$68,287	$68,970	$69,660	$70,356	$71,060	$71,770	$72,488
SSO 4-1	$66,424	$67,088	$67,759	$68,436	$69,121	$69,812	$70,510	$71,215	$71,927
SSO 3-5	$65,548	$66,203	$66,865	$67,534	$68,209	$68,891	$69,580	$70,276	$70,979
SSO 3-4	$65,040	$65,690	$66,347	$67,011	$67,681	$68,358	$69,041	$69,732	$70,429
SSO 3-3	$62,354	$62,977	$63,607	$64,243	$64,886	$65,535	$66,190	$66,852	$67,520
SSO 3-2	$61,145	$61,756	$62,374	$62,997	$63,627	$64,264	$64,906	$65,555	$66,211
SSO 3-1	$60,323	$60,926	$61,536	$62,151	$62,772	$63,400	$64,034	$64,675	$65,321
SSO 2-5	$60,266	$60,869	$61,477	$62,092	$62,713	$63,340	$63,973	$64,613	$65,259
SSO 2-4	$58,454	$59,038	$59,629	$60,225	$60,827	$61,436	$62,050	$62,670	$63,297
SSO 2-3	$56,322	$56,885	$57,454	$58,028	$58,608	$59,195	$59,786	$60,384	$60,988
SSO 2-2	$54,974	$55,524	$56,079	$56,640	$57,206	$57,778	$58,356	$58,939	$59,529
SSO 2-1	$53,475	$54,010	$54,550	$55,095	$55,646	$56,203	$56,765	$57,332	$57,906
SSO 1-4	$50,688	$51,195	$51,707	$52,224	$52,746	$53,274	$53,806	$54,344	$54,888
SSO 1-3	$49,597	$50,093	$50,594	$51,100	$51,611	$52,127	$52,648	$53,175	$53,706
SSO 1-2	$48,625	$49,111	$49,602	$50,098	$50,599	$51,105	$51,616	$52,132	$52,654
SSO 1-1	$47,671	$48,148	$48,630	$49,116	$49,607	$50,103	$50,604	$51,110	$51,621

Schedule 5C – Category C School Services Officers' Salaries

5.3 Category C School Services Officers will be paid the appropriate salary in **Table 5.3** with effective dates as follows:

(a) Pay rates are effective from the first full pay period on or after the first day of that month.

Table 5.3

Level	24-Dec-21	01-Jan-22	01-Jul-22	01-Jan-23	01-Jul-23	01-Jan-24	01-Jul-24	01-Jan-25	01-Jul-25
SSO 4-5	$71,274	$71,987	$72,707	$73,434	$74,168	$74,910	$75,659	$76,415	$77,180
SSO 4-4	$70,587	$71,292	$72,005	$72,725	$73,453	$74,187	$74,929	$75,678	$76,435
SSO 4-3	$70,192	$70,894	$71,603	$72,319	$73,042	$73,773	$74,511	$75,256	$76,008
SSO 4-2	$69,731	$70,428	$71,132	$71,844	$72,562	$73,288	$74,021	$74,761	$75,508
SSO 4-1	$69,191	$69,883	$70,582	$71,288	$72,001	$72,721	$73,448	$74,182	$74,924
SSO 3-5	$68,279	$68,962	$69,651	$70,348	$71,051	$71,762	$72,479	$73,204	$73,936
SSO 3-4	$67,750	$68,428	$69,112	$69,803	$70,501	$71,206	$71,918	$72,637	$73,364
SSO 3-3	$64,952	$65,601	$66,257	$66,920	$67,589	$68,265	$68,948	$69,637	$70,334
SSO 3-2	$63,692	$64,329	$64,973	$65,622	$66,278	$66,941	$67,611	$68,287	$68,970
SSO 3-1	$62,837	$63,465	$64,100	$64,741	$65,388	$66,042	$66,702	$67,369	$68,043
SSO 2-5	$62,777	$63,405	$64,039	$64,679	$65,326	$65,979	$66,639	$67,305	$67,978
SSO 2-4	$60,889	$61,498	$62,113	$62,734	$63,362	$63,995	$64,635	$65,282	$65,935
SSO 2-3	$58,668	$59,255	$59,848	$60,446	$61,050	$61,661	$62,278	$62,900	$63,529
SSO 2-2	$57,264	$57,837	$58,415	$59,000	$59,590	$60,185	$60,787	$61,395	$62,009
SSO 2-1	$55,703	$56,260	$56,823	$57,391	$57,965	$58,544	$59,130	$59,721	$60,318
SSO 1-4	$52,800	$53,328	$53,861	$54,400	$54,944	$55,493	$56,048	$56,609	$57,175
SSO 1-3	$51,663	$52,180	$52,702	$53,229	$53,761	$54,299	$54,842	$55,390	$55,944
SSO 1-2	$50,651	$51,157	$51,669	$52,186	$52,708	$53,235	$53,767	$54,305	$54,848
SSO 1-1	$49,658	$50,154	$50,656	$51,162	$51,674	$52,191	$52,713	$53,240	$53,772

Schedule 6 – CEO Speech Pathologists' Salaries

6.1 Speech Pathologists will be paid the appropriate salary in **Table 6.1** with effective dates as follows:

(a) Pay rates are effective from the first full pay period on or after the first day of that month.

Table 6.1

Grade	Subdivision	24-Dec-21	01-Jan-22	01-Jul-22	01-Jan-23	01-Jul-23	01-Jan-24	01-Jul-24	01-Jan-25	01-Jul-25
2	1	$74,640	$75,387	$76,141	$76,902	$77,671	$78,448	$79,232	$80,025	$80,825
	2	$77,393	$78,167	$78,949	$79,738	$80,536	$81,341	$82,155	$82,976	$83,806
	3	$80,146	$80,948	$81,757	$82,575	$83,400	$84,234	$85,077	$85,928	$86,787
	4	$82,899	$83,728	$84,565	$85,411	$86,265	$87,128	$87,999	$88,879	$89,768
	5	$85,651	$86,508	$87,373	$88,246	$89,129	$90,020	$90,920	$91,829	$92,748
3	1	$86,990	$87,860	$88,738	$89,625	$90,522	$91,427	$92,341	$93,265	$94,197
	2	$88,293	$89,176	$90,068	$90,968	$91,878	$92,797	$93,725	$94,662	$95,609
	3	$90,904	$91,814	$92,732	$93,659	$94,596	$95,542	$96,497	$97,462	$98,437
	4	$93,516	$94,451	$95,396	$96,350	$97,313	$98,286	$99,269	$100,262	$101,264
	5	$96,129	$97,090	$98,061	$99,041	$100,032	$101,032	$102,042	$103,063	$104,094
	6	$98,741	$99,729	$100,726	$101,733	$102,751	$103,778	$104,816	$105,864	$106,923
4	1	$109,031	$110,121	$111,223	$112,335	$113,458	$114,593	$115,739	$116,896	$118,065
	2	$111,194	$112,306	$113,429	$114,564	$115,709	$116,866	$118,035	$119,215	$120,408
	3	$112,857	$113,986	$115,125	$116,277	$117,440	$118,614	$119,800	$120,998	$122,208
	4	$115,021	$116,172	$117,333	$118,507	$119,692	$120,889	$122,098	$123,319	$124,552

Schedule 7 – CEO Psychologists' Salaries

7.1 Psychologists will be paid the appropriate salary in **Table 7.1** with effective dates as follows:

(a) Pay rates are effective from the first full pay period on or after the first day of that month.

Table 7.1

Grade	24-Dec-21	01-Jan-22	01-Jul-22	01-Jan-23	01-Jul-23	01-Jan-24	01-Jul-24	01-Jan-25	01-Jul-25
3	$115,021	$116,172	$117,333	$118,507	$119,692	$120,889	$122,098	$123,319	$124,552
2	$109,031	$110,121	$111,223	$112,335	$113,458	$114,593	$115,739	$116,896	$118,065
1	$103,350	$104,383	$105,427	$106,481	$107,546	$108,621	$109,708	$110,805	$111,913

Schedule 8 – Education Officers' Salaries

8.1 Education Officers will be paid the appropriate salary in **Table 8.1** with effective dates as follows:

(a) Pay rates are effective from the first full pay period on or after the first day of that month.

Table 8.1

Classification	24-Dec-21	01-Jan-22	01-Jul-22	01-Jan-23	01-Jul-23	01-Jan-24	01-Jul-24	01-Jan-25	01-Jul-25
EO1	$109,188	$110,279	$111,382	$112,496	$113,621	$114,757	$115,905	$117,064	$118,234
EO2	$118,113	$119,294	$120,487	$121,691	$122,908	$124,137	$125,379	$126,633	$127,899
EO3	$121,240	$122,452	$123,677	$124,914	$126,163	$127,424	$128,699	$129,986	$131,285
EO4	$124,451	$125,696	$126,953	$128,222	$129,504	$130,799	$132,107	$133,428	$134,763
EO5	$127,899	$129,178	$130,469	$131,774	$133,092	$134,423	$135,767	$137,125	$138,496

Schedule 9 – CEO Administration Employees' Salaries

9.1 CEO Administration Employees will be paid the appropriate salary in **Table 9.1** with effective dates as follows:

(a) Pay rates are effective from the first full pay period on or after the first day of that month.

Table 9.1

Level	Subdivision	24-Dec-21	01-Jan-22	01-Jul-22	01-Jan-23	01-Jul-23	01-Jan-24	01-Jul-24	01-Jan-25	01-Jul-25
1	2	$51,704	$52,221	$52,743	$53,270	$53,803	$54,341	$54,884	$55,433	$55,988
	3	$53,300	$53,833	$54,371	$54,915	$55,464	$56,018	$56,579	$57,144	$57,716
	4	$54,895	$55,444	$55,998	$56,558	$57,124	$57,695	$58,272	$58,854	$59,443
	5	$56,489	$57,053	$57,624	$58,200	$58,782	$59,370	$59,964	$60,563	$61,169
	6	$60,607	$61,213	$61,826	$62,444	$63,068	$63,699	$64,336	$64,979	$65,629
2	3	$63,953	$64,592	$65,238	$65,891	$66,550	$67,215	$67,887	$68,566	$69,252
	4	$66,257	$66,919	$67,588	$68,264	$68,947	$69,636	$70,333	$71,036	$71,746
	5	$68,718	$69,405	$70,099	$70,800	$71,508	$72,223	$72,945	$73,675	$74,411
	6	$70,367	$71,071	$71,782	$72,499	$73,224	$73,957	$74,696	$75,443	$76,198
	7	$72,425	$73,149	$73,880	$74,619	$75,365	$76,119	$76,880	$77,649	$78,425
3	2	$75,039	$75,790	$76,547	$77,313	$78,086	$78,867	$79,656	$80,452	$81,257
	3	$76,841	$77,610	$78,386	$79,169	$79,961	$80,761	$81,568	$82,384	$83,208
	4	$78,643	$79,430	$80,224	$81,026	$81,836	$82,655	$83,481	$84,316	$85,159
	5	$80,445	$81,249	$82,062	$82,883	$83,711	$84,549	$85,394	$86,248	$87,110
4	1	$82,478	$83,303	$84,136	$84,977	$85,827	$86,685	$87,552	$88,428	$89,312
	2	$84,650	$85,496	$86,351	$87,215	$88,087	$88,968	$89,857	$90,756	$91,663
	3	$86,824	$87,692	$88,569	$89,455	$90,349	$91,253	$92,165	$93,087	$94,018
	4	$88,996	$89,885	$90,784	$91,692	$92,609	$93,535	$94,471	$95,415	$96,369
	5	$91,170	$92,082	$93,002	$93,933	$94,872	$95,821	$96,779	$97,747	$98,724
5	1	$92,486	$93,411	$94,345	$95,289	$96,242	$97,204	$98,176	$99,158	$100,149
	2	$94,707	$95,654	$96,611	$97,577	$98,553	$99,538	$100,534	$101,539	$102,554
	3	$96,139	$97,100	$98,071	$99,052	$100,042	$101,043	$102,053	$103,074	$104,104
	4	$99,150	$100,142	$101,143	$102,154	$103,176	$104,208	$105,250	$106,302	$107,365
	5	$101,369	$102,383	$103,406	$104,441	$105,485	$106,540	$107,605	$108,681	$109,768

SCHEDULE 10
Allowances and Other Rates

10.1 Positions of Leadership allowances

Positions of Leadership allowances are set out in **Table 1** with effective dates from the first full pay period on or after the first day of that month.

Table 1

	POL 4	POL 3	POL 2	POL 1
24-Dec-21	$12,022	$8,892	$5,842	$2,893
01-Jan-22	$12,143	$8,981	$5,901	$2,922
01-Jul-22	$12,264	$9,071	$5,960	$2,952
01-Jan-23	$12,387	$9,161	$6,019	$2,981
01-Jul-23	$12,510	$9,253	$6,079	$3,011
01-Jan-24	$12,636	$9,346	$6,140	$3,041
01-Jul-24	$12,762	$9,439	$6,202	$3,071
01-Jan-25	$12,890	$9,533	$6,264	$3,102
01-Jul-25	$13,018	$9,629	$6,326	$3,133

10.2 Medical support allowances

Medical support allowances are set out in **Table 2** with effective dates from the first full pay period on or after the first day of that month.

Table 2

	Amount per annum
01-Jan-23	$757
01-Jul-23	$764
01-Jan-24	$771
01-Jul-24	$779
01-Jan-25	$786
01-Jul-25	$795

10.3 Placed Teacher allowances

Placed Teacher allowances are set out in **Table 3** with effective dates from the first full pay period on or after the first day of that month.

Table 3

	Placed Teacher allowance (annual)	Category A allowance (annual)
24-Dec-21	$6,016	$2,244
01-Jan-22	$6,076	$2,266
01-Jul-22	$6,137	$2,289
01-Jan-23	$6,198	$2,312
01-Jul-23	$6,260	$2,335
01-Jan-24	$6,323	$2,358
01-Jul-24	$6,386	$2,382
01-Jan-25	$6,450	$2,406
01-Jul-25	$6,514	$2,430

10.4 Visiting Teacher allowances

Visiting Teacher allowances are set out in **Table 4** with effective dates from the first full pay period on or after the first day of that month.

Table 4

	Visiting Teacher allowance (annual)
24-Dec-21	$6,016
01-Jan-22	$6,076
01-Jul-22	$6,137
01-Jan-23	$6,198
01-Jul-23	$6,260
01-Jan-24	$6,323
01-Jul-24	$6,386
01-Jan-25	$6,450
01-Jul-25	$6,514

10.5 School Adviser allowances

School Adviser allowances are set out in **Table 5** with effective dates from the first full pay period on or after the first day of that month.

Table 5

	Allowance B (more than 3 years' employment)	Allowance A (up to 3 years' employment)
24-Dec-21	$12,022	$8,892
01-Jan-22	$12,143	$8,981
01-Jul-22	$12,264	$9,071
01-Jan-23	$12,387	$9,161
01-Jul-23	$12,510	$9,253
01-Jan-24	$12,636	$9,346
01-Jul-24	$12,762	$9,439
01-Jan-25	$12,890	$9,533
01-Jul-25	$13,018	$9,629

10.6 Education Officer allowances

Education Officer allowances are set out in **Table 6** with effective dates from the first full pay period on or after the first day of that month.

Table 6

	Allowance 1	Allowance 2	Allowance 3
24-Dec-21	$3,296	$6,513	$10,360
01-Jan-22	$3,329	$6,578	$10,464
01-Jul-22	$3,362	$6,644	$10,569
01-Jan-23	$3,396	$6,710	$10,674
01-Jul-23	$3,430	$6,777	$10,781
01-Jan-24	$3,464	$6,845	$10,889
01-Jul-24	$3,499	$6,914	$10,998
01-Jan-25	$3,534	$6,983	$11,108
01-Jul-25	$3,569	$7,053	$11,219

10.7 Deputy Principal Category B allowances – clause 1.3(c) of Appendix 4

The Deputy Principal Category B allowances (in accordance with clause 1.3(c) of Appendix 4) are set out in **Table 7** with effective dates from the first full pay period on or after the first day of that month.

Table 7

Enrolment	Level	24-Dec-21	01-Jan-22	01-Jul-22	01-Jan-23	01-Jul-23	01-Jan-24	01-Jul-24	01-Jan-25	01-Jul-25
1,500 +	7-4	$67,520	$68,195	$68,877	$69,565	$70,261	$70,963	$71,673	$72,390	$73,114
	7-3	$65,994	$66,654	$67,320	$67,992	$68,673	$69,359	$70,053	$70,754	$71,461
	7-2	$64,629	$65,276	$65,928	$66,586	$67,253	$67,925	$68,605	$69,291	$69,983
	7-1	$63,265	$63,898	$64,536	$65,181	$65,833	$66,491	$67,157	$67,828	$68,506
1,101–1,499	6-4	$59,615	$60,211	$60,814	$61,421	$62,035	$62,656	$63,283	$63,915	$64,554
	6-3	$57,764	$58,342	$58,925	$59,513	$60,109	$60,710	$61,318	$61,931	$62,550
	6-2	$56,104	$56,665	$57,232	$57,803	$58,382	$58,965	$59,555	$60,151	$60,752
	6-1	$54,135	$54,677	$55,223	$55,774	$56,333	$56,896	$57,465	$58,040	$58,620
700–1,100	5-4	$50,862	$51,370	$51,884	$52,402	$52,926	$53,455	$53,990	$54,530	$55,075
	5-3	$48,782	$49,270	$49,763	$50,260	$50,763	$51,270	$51,783	$52,301	$52,823
	5-2	$46,715	$47,182	$47,654	$48,130	$48,612	$49,098	$49,589	$50,085	$50,585
	5-1	$42,562	$42,987	$43,417	$43,850	$44,289	$44,732	$45,180	$45,632	$46,087
550–699	4-4	$41,281	$41,694	$42,111	$42,531	$42,957	$43,387	$43,821	$44,259	$44,701
	4-3	$39,973	$40,373	$40,777	$41,184	$41,596	$42,012	$42,432	$42,856	$43,285
	4-2	$38,805	$39,193	$39,585	$39,980	$40,380	$40,783	$41,192	$41,603	$42,019
	4-1	$37,497	$37,872	$38,250	$38,632	$39,019	$39,409	$39,803	$40,201	$40,603
400–549	3-4	$36,589	$36,955	$37,324	$37,696	$38,074	$38,455	$38,840	$39,228	$39,620
	3-3	$34,337	$34,680	$35,027	$35,376	$35,730	$36,087	$36,449	$36,813	$37,181
	3-2	$33,511	$33,846	$34,185	$34,526	$34,871	$35,220	$35,572	$35,928	$36,287
	3-1	$30,227	$30,529	$30,835	$31,143	$31,454	$31,768	$32,086	$32,407	$32,731
275–399	2-3	$28,387	$28,670	$28,957	$29,246	$29,539	$29,834	$30,132	$30,434	$30,738
	2-2	$26,099	$26,360	$26,624	$26,889	$27,158	$27,430	$27,705	$27,981	$28,261
	2-1	$23,899	$24,138	$24,379	$24,622	$24,869	$25,117	$25,369	$25,623	$25,878
150–274	1-3	$21,710	$21,927	$22,146	$22,367	$22,591	$22,817	$23,045	$23,276	$23,508
	1-2	$19,983	$20,183	$20,385	$20,588	$20,794	$21,002	$21,212	$21,424	$21,638
	1-1	$18,254	$18,437	$18,621	$18,806	$18,995	$19,185	$19,377	$19,570	$19,766

10.8 Education Support Employee Category B recall allowances – clause 25.9

The Education Support Employee Category B recall allowances (in accordance with clause 25.9) are set out in **Table 8** with effective dates from the first full pay period on or after the first day of that month.

Table 8

	Daily rate	Hourly rate	Daily rate	Hourly rate	Daily rate	Hourly rate	Daily rate	Hourly rate	Daily rate	Hourly rate	Daily rate	Hourly rate	Daily rate	Hourly rate	Daily rate	Hourly rate
Level	01-Jan-22	01-Jan-22	01-Jul-22	01-Jul-22	01-Jan-23	01-Jan-23	01-Jul-23	01-Jul-23	01-Jan-24	01-Jan-24	01-Jul-24	01-Jul-24	01-Jan-25	01-Jan-25	01-Jul-25	01-Jul-25
ES 5-5	$294.45	$38.74	$297.40	$39.13	$300.37	$39.52	$303.38	$39.92	$306.41	$40.32	$309.47	$40.72	$312.57	$41.13	$315.69	$41.54
ES 5-4	$287.52	$37.83	$290.40	$38.21	$293.30	$38.59	$296.24	$38.98	$299.20	$39.37	$302.19	$39.76	$305.21	$40.16	$308.27	$40.56
ES 5-3	$280.59	$36.92	$283.40	$37.29	$286.23	$37.66	$289.09	$38.04	$291.99	$38.42	$294.90	$38.80	$297.85	$39.19	$300.83	$39.58
ES 5-2	$273.67	$36.01	$276.40	$36.37	$279.17	$36.73	$281.96	$37.10	$284.78	$37.47	$287.62	$37.85	$290.50	$38.22	$293.40	$38.61
ES 5-1	$266.74	$35.10	$269.40	$35.45	$272.10	$35.80	$274.82	$36.16	$277.57	$36.52	$280.34	$36.89	$283.14	$37.26	$285.98	$37.63
ES 4-6	$255.73	$33.65	$258.29	$33.99	$260.87	$34.33	$263.48	$34.67	$266.12	$35.02	$268.78	$35.37	$271.46	$35.72	$274.18	$36.08
ES 4-5	$252.93	$33.28	$255.46	$33.61	$258.01	$33.95	$260.59	$34.29	$263.20	$34.63	$265.83	$34.98	$268.49	$35.33	$271.17	$35.68
ES 4-4	$243.13	$31.99	$245.56	$32.31	$248.01	$32.63	$250.49	$32.96	$253.00	$33.29	$255.53	$33.62	$258.08	$33.96	$260.67	$34.30
ES 4-3	$238.10	$31.33	$240.48	$31.64	$242.89	$31.96	$245.32	$32.28	$247.77	$32.60	$250.25	$32.93	$252.75	$33.26	$255.28	$33.59
ES 4-2	$230.76	$30.36	$233.06	$30.67	$235.39	$30.97	$237.75	$31.28	$240.13	$31.60	$242.53	$31.91	$244.95	$32.23	$247.40	$32.55
ES 4-1	$224.52	$29.54	$226.76	$29.84	$229.03	$30.14	$231.32	$30.44	$233.63	$30.74	$235.97	$31.05	$238.33	$31.36	$240.71	$31.67
ES 3-6	$222.60	$29.29	$224.82	$29.58	$227.07	$29.88	$229.34	$30.18	$231.63	$30.48	$233.95	$30.78	$236.29	$31.09	$238.65	$31.40
ES 3-5	$219.19	$28.84	$221.39	$29.13	$223.60	$29.42	$225.84	$29.72	$228.09	$30.01	$230.38	$30.31	$232.68	$30.62	$235.01	$30.92
ES 3-4	$212.14	$27.91	$214.26	$28.19	$216.40	$28.47	$218.57	$28.76	$220.75	$29.05	$222.96	$29.34	$225.19	$29.63	$227.44	$29.93
ES 3-3	$208.83	$27.48	$210.92	$27.75	$213.03	$28.03	$215.16	$28.31	$217.31	$28.59	$219.48	$28.88	$221.67	$29.17	$223.89	$29.46
ES 3-2	$201.68	$26.54	$203.69	$26.80	$205.73	$27.07	$207.79	$27.34	$209.87	$27.61	$211.96	$27.89	$214.09	$28.17	$216.22	$28.45
ES 3-1	$196.46	$25.85	$198.42	$26.11	$200.40	$26.37	$202.41	$26.63	$204.43	$26.90	$206.48	$27.17	$208.54	$27.44	$210.63	$27.71
ES 2-8	$187.73	$24.70	$189.61	$24.95	$191.50	$25.20	$193.42	$25.45	$195.35	$25.70	$197.31	$25.96	$199.28	$26.22	$201.27	$26.48
ES 2-7	$182.11	$23.96	$183.93	$24.20	$185.77	$24.44	$187.62	$24.69	$189.50	$24.93	$191.39	$25.18	$193.31	$25.44	$195.24	$25.69
ES 2-6	$174.68	$22.98	$176.42	$23.21	$178.19	$23.45	$179.97	$23.68	$181.77	$23.92	$183.59	$24.16	$185.42	$24.40	$187.28	$24.64
ES 2-5	$169.07	$22.25	$170.77	$22.47	$172.47	$22.69	$174.20	$22.92	$175.94	$23.15	$177.70	$23.38	$179.48	$23.62	$181.27	$23.85
ES 2-4	$163.47	$21.51	$165.10	$21.72	$166.75	$21.94	$168.42	$22.16	$170.11	$22.38	$171.81	$22.61	$173.53	$22.83	$175.26	$23.06
ES 2-3	$157.86	$20.77	$159.44	$20.98	$161.04	$21.19	$162.65	$21.40	$164.27	$21.61	$165.92	$21.83	$167.58	$22.05	$169.25	$22.27
ES 2-2	$152.26	$20.03	$153.78	$20.23	$155.32	$20.44	$156.87	$20.64	$158.44	$20.85	$160.03	$21.06	$161.63	$21.27	$163.24	$21.48
ES 2-1	$146.59	$19.29	$148.05	$19.48	$149.53	$19.68	$151.03	$19.87	$152.54	$20.07	$154.06	$20.27	$155.60	$20.47	$157.16	$20.68
ES 1-2	$139.52	$18.36	$140.91	$18.54	$142.32	$18.73	$143.74	$18.91	$145.18	$19.10	$146.63	$19.29	$148.10	$19.49	$149.58	$19.68
ES 1-1	$133.74	$17.60	$135.08	$17.77	$136.43	$17.95	$137.79	$18.13	$139.17	$18.31	$140.57	$18.50	$141.97	$18.68	$143.39	$18.87

10.9 School Services Officer Category B recall allowances – clause 25.9

The School Services Officer Category B recall allowances (in accordance with clause 25.9) are set out in **Table 9** with effective dates from the first full pay period on or after the first day of that month.

Table 9

	Daily rate	Hourly rate	Daily rate	Hourly rate	Daily rate	Hourly rate	Daily rate	Hourly rate	Daily rate	Hourly rate	Daily rate	Hourly rate	Daily rate	Hourly rate	Daily rate	Hourly rate
Level	**01-Jan-22**	**01-Jan-22**	**01-Jul-22**	**01-Jul-22**	**01-Jan-23**	**01-Jan-23**	**01-Jul-23**	**01-Jul-23**	**01-Jan-24**	**01-Jan-24**	**01-Jul-24**	**01-Jul-24**	**01-Jan-25**	**01-Jan-25**	**01-Jul-25**	**01-Jul-25**
SSO 4-5	$191.96	$25.26	$193.88	$25.51	$195.82	$25.77	$197.78	$26.02	$199.75	$26.28	$201.75	$26.55	$203.77	$26.81	$205.80	$27.08
SSO 4-4	$190.11	$25.01	$192.01	$25.26	$193.93	$25.52	$195.87	$25.77	$197.83	$26.03	$199.80	$26.29	$201.80	$26.55	$203.82	$26.82
SSO 4-3	$189.05	$24.87	$190.94	$25.12	$192.85	$25.37	$194.77	$25.63	$196.72	$25.88	$198.69	$26.14	$200.67	$26.40	$202.68	$26.67
SSO 4-2	$187.80	$24.71	$189.68	$24.96	$191.58	$25.21	$193.49	$25.46	$195.43	$25.71	$197.38	$25.97	$199.35	$26.23	$201.35	$26.49
SSO 4-1	$186.35	$24.52	$188.21	$24.76	$190.10	$25.01	$192.00	$25.26	$193.92	$25.52	$195.86	$25.77	$197.81	$26.03	$199.79	$26.29
SSO 3-5	$183.89	$24.20	$185.73	$24.44	$187.59	$24.68	$189.46	$24.93	$191.36	$25.18	$193.27	$25.43	$195.21	$25.68	$197.16	$25.94
SSO 3-4	$182.47	$24.01	$184.29	$24.25	$186.14	$24.49	$188.00	$24.74	$189.88	$24.98	$191.77	$25.23	$193.69	$25.49	$195.63	$25.74
SSO 3-3	$174.93	$23.02	$176.68	$23.25	$178.45	$23.48	$180.23	$23.71	$182.04	$23.95	$183.86	$24.19	$185.69	$24.43	$187.55	$24.68
SSO 3-2	$171.54	$22.57	$173.25	$22.80	$174.99	$23.02	$176.74	$23.25	$178.51	$23.49	$180.29	$23.72	$182.09	$23.96	$183.91	$24.20
SSO 3-1	$169.23	$22.27	$170.93	$22.49	$172.64	$22.72	$174.36	$22.94	$176.11	$23.17	$177.87	$23.40	$179.65	$23.64	$181.44	$23.87
SSO 2-5	$169.07	$22.25	$170.76	$22.47	$172.47	$22.69	$174.20	$22.92	$175.94	$23.15	$177.70	$23.38	$179.48	$23.62	$181.27	$23.85
SSO 2-4	$163.99	$21.58	$165.63	$21.79	$167.29	$22.01	$168.96	$22.23	$170.65	$22.45	$172.36	$22.68	$174.08	$22.90	$175.82	$23.13
SSO 2-3	$158.01	$20.79	$159.59	$21.00	$161.18	$21.21	$162.80	$21.42	$164.43	$21.63	$166.07	$21.85	$167.73	$22.07	$169.41	$22.29
SSO 2-2	$154.23	$20.29	$155.77	$20.50	$157.33	$20.70	$158.90	$20.91	$160.49	$21.12	$162.10	$21.33	$163.71	$21.54	$165.35	$21.76
SSO 2-1	$150.02	$19.74	$151.52	$19.94	$153.04	$20.14	$154.57	$20.34	$156.11	$20.54	$157.68	$20.75	$159.25	$20.95	$160.85	$21.16
SSO 1-4	$142.20	$18.71	$143.63	$18.90	$145.06	$19.09	$146.51	$19.28	$147.98	$19.47	$149.46	$19.67	$150.95	$19.86	$152.46	$20.06
SSO 1-3	$139.14	$18.31	$140.53	$18.49	$141.94	$18.68	$143.36	$18.86	$144.79	$19.05	$146.24	$19.24	$147.70	$19.43	$149.18	$19.63
SSO 1-2	$136.42	$17.95	$137.78	$18.13	$139.16	$18.31	$140.55	$18.49	$141.95	$18.68	$143.37	$18.86	$144.81	$19.05	$146.26	$19.24
SSO 1-1	$133.74	$17.60	$135.08	$17.77	$136.43	$17.95	$137.79	$18.13	$139.17	$18.31	$140.56	$18.50	$141.97	$18.68	$143.39	$18.87

10.10 Casual Education Support Employees' rates of pay – clause 70.5

The Casual Education Support Employees' rates of pay (in accordance with clause 70.5) are set out in **Table 10**.

Table 10

Level	07-Nov-22	01-Jan-23	01-Jul-23	01-Jan-24	01-Jul-24	01-Jan-25	01-Jul-25
ES 2-4	$43.30	$43.70	$44.20	$44.60	$45.10	$45.50	$46.00
ES 3-1	$52.00	$52.50	$53.10	$53.60	$54.10	$54.70	$55.20
ES 4-1	$59.50	$60.00	$60.70	$61.30	$61.90	$62.50	$63.10
ES 5-1	$70.60	$71.30	$72.10	$72.80	$73.50	$74.20	$75.00

10.11 Casual School Services Officers' rates of pay – clause 73.6

The Casual School Services Officers' rates of pay (in accordance with clause 73.6) are set out in **Table 11**.

Table 11

Level	07-Nov-22	01-Jan-23	01-Jul-23	01-Jan-24	01-Jul-24	01-Jan-25	01-Jul-25
SSO 1-1	$35.40	$35.80	$36.10	$36.50	$36.90	$37.20	$37.60
SSO 2-1	$39.70	$40.10	$40.50	$40.90	$41.30	$41.80	$42.20
SSO 3-1	$44.80	$45.30	$45.70	$46.20	$46.60	$47.10	$47.60
SSO 4-1	$49.30	$49.80	$50.30	$50.80	$51.40	$51.90	$52.40

10.12 Part-time Teachers' ad hoc additional hours – clause 59.4(e)

The Part-time Teachers' ad hoc additional hour rates of pay (in accordance with clause 59.4(e)) are set out in **Table 12**.

Table 12

	01-Jan-23		01-Jul-23		01-Jan-24		01-Jul-24		01-Jan-25		01-Jul-25	
	Primary	Secondary	Primary	Secondary	Primary	Secondary	Primary	Secondary	Primary	Secondary	Primary	Secondary
T2-6	$103.69	$127.01	$119.33	$135.04	$123.40	$140.07	$124.63	$141.47	$125.88	$142.89	$127.14	$144.32
T2-5	$95.85	$117.42	$110.32	$124.83	$114.07	$129.49	$115.21	$130.78	$116.37	$132.09	$117.53	$133.41
T2-4	$92.44	$113.24	$106.39	$120.39	$110.01	$124.88	$111.11	$126.13	$112.23	$127.39	$113.35	$128.67
T2-3	$89.15	$109.21	$102.61	$116.11	$106.10	$120.44	$107.16	$121.64	$108.23	$122.86	$109.31	$124.09
T2-2	$85.98	$105.32	$98.95	$111.97	$102.32	$116.15	$103.35	$117.31	$104.38	$118.48	$105.42	$119.67
T2-1	$82.92	$101.57	$95.43	$107.99	$98.68	$112.02	$99.67	$113.14	$100.66	$114.27	$101.67	$115.41
T1-5	$79.97	$97.96	$92.04	$104.15	$95.17	$108.03	$96.12	$109.11	$97.08	$110.20	$98.05	$111.31
T1-4	$77.12	$94.47	$88.76	$100.44	$91.78	$104.19	$92.70	$105.23	$93.63	$106.28	$94.56	$107.34
T1-3	$74.38	$91.11	$85.60	$96.87	$88.52	$100.48	$89.40	$101.48	$90.30	$102.50	$91.20	$103.52
T1-2	$71.73	$87.87	$82.56	$93.42	$85.37	$96.90	$86.22	$97.87	$87.08	$98.85	$87.95	$99.84
T1-1	$69.90	$85.62	$80.45	$91.03	$83.19	$94.43	$84.02	$95.37	$84.86	$96.32	$85.71	$97.29

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