# DECISION

*Fair Work Act 2009*
s.185—Enterprise agreement

## Catholic College Sale Limited
(AG2022/4927)

## CATHOLIC COLLEGE SALE LIMITED AGREEMENT 2022

Educational services

DEPUTY PRESIDENT BELL MELBOURNE, 15 DECEMBER 2022

*Application for approval of the Catholic College Sale Limited Agreement 2022*.

**[1]** An application has been made for approval of an enterprise agreement known as the *Catholic College Sale Limited Agreement 2022* (the Agreement). The application was made pursuant to s.185 of the *Fair Work Act 2009* (the Act) by the Employer, Catholic College Sale Limited. The Agreement is a single enterprise agreement.

**[2]** Having regard to the material contained in the application and filed in relation to it, I am satisfied that each of the requirements of ss.186, 187 and 188 as are relevant to this application for approval have been met. The Agreement does not cover all of the employees of the employer. However, taking into account the factors in sections 186(3) and (3A), I am satisfied that the group of employees was fairly chosen.

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

**[4]** The Agreement was approved on 15 December 2022 and, in accordance with s.54 of the Act, will operate from 22 December 2022. The nominal expiry date of the Agreement is 31 December 2025.

DEPUTY PRESIDENT

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<AE518586 PR748951>

# Catholic College Sale Limited Agreement 2022

# PART 1
# Application and Operation of Agreement

# Acknowledgement of Country

Catholic College Sale Limited sits on land where Aboriginal nations have practised and celebrated learning for tens of thousands of years, passing knowledge through song, dance and sharing of traditional stories.

The College Community acknowledges the Gunaikurnai people as the traditional custodians of this land and pay respect to the Elders past, present and emerging and recognise the ongoing relationship that they have held with this land, which has provided protection, connections with culture and is always a place of learning.

# Part 1 Application and Operation of Agreement

## 1 Agreement Title

This Agreement shall be known as the *Catholic College Sale Limited Agreement 2022*.

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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 this Agreement has been approved and its nominal expiry date will be 31 December 2025.

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.

# 4 Parties bound

This Agreement shall apply and be binding upon:

(a) Catholic College Sale Limited ( **the Employer**);

(b) the Employees of the Employer 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) including Regulations made under the Act.

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

(c) **Catholic Education** means:

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

(ii) offices in Victoria providing support, advice and services to Catholic schools;

whose Employees are covered by an Enterprise Agreement.

(d) **College** means Catholic College Sale.

(e) **Commission** means the Fair Work Commission or its successor.

(f) **Employee** means any person employed by the 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.

(g) **Employer** means Catholic College Sale Limited.

(h) **Enrolment** in respect of a particular year means the enrolment of the school as at the last Friday in February in that school year.

(i) **Family and domestic violence** has the same meaning as family violence as defined in the *Family Violence Protection Act 2008* (Vic.).

(j) **Immediate family** has the same meaning as immediate family under the *Fair Work Act 2009* (Cth) at the time of the commencement of this Agreement.

(k) **Incremental cycle** means the period between 1 May in any year and 30 April of the following year.

(l) **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:

(i) any overtime;
(ii) any travel allowance;
(iii) 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.

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

(n) **School Term** means such periods as determined by the Victorian Government from year to year.

(o) **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.

(p) **Secondary class** means any class from Year 7 through to Year 12, inclusive.

(q) **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, junior secondary school and includes those schools so registered where primary classes are held.

(r) **Spouse** means spouse or de facto partner as defined in the Act.

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

(t) **Teaching experience** means any teaching experience in a registered school in Australia or overseas equivalent, excluding Casual Relief Teaching or equivalent.

(u) **Union** means the Independent Education Union of Australia.

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

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

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

# 6 Service continuity

**6.1** For the purposes of this Agreement, service shall be deemed to be continuous notwithstanding:

(a) non-term weeks, annual leave or long service leave;
(b) personal leave supported by any evidence required under this Agreement;
(c) an absence covered by the provisions of the *Workplace Injury Rehabilitation and Compensation Act 2013* (Vic.) (**WIRC Act**) or the *Transport Accident Act 1986* (Vic.) (**TA Act**);
(d) any other form of leave granted by the Employer;
(e) any absence with reasonable cause, supported by evidence satisfactory to the Principal/Employer;
(f) 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;
(g) any interruption to the employment arising directly or indirectly from an industrial dispute;
(h) 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.

All other absences from service shall break continuity of service.

**6.2** In calculating a year of service the following shall be included:

(a) non-term weeks, annual leave or long service leave;
(b) Personal Leave to the extent of paid Personal Leave;
(c) absences covered by the WIRC Act to the extent of accident make-up pay;
(d) absences covered by the TA Act to a maximum of six months;
(e) leave granted with pay;
(f) leave without pay up to a maximum of 15 days in any one year;
(g) any period of service in Catholic Education or with the Employer;

(h) any 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.

All other absences shall be excluded.

# 7 National Employment Standards

This Agreement will be read and interpreted in conjunction with the National Employment Standards (**NES**). Where there is an inconsistency between this Agreement and the NES, and the NES provides a greater benefit to Employees, the NES will apply to the extent of the inconsistency.

# 8 Commitments

The Parties to this Agreement make the following commitments.

## 8.1 Catholic Identity

The Parties acknowledge that College staff have an indispensable role to play in the provision of Catholic education. It is expected that all College staff:

- accept the Catholic educational philosophy of the College;
- develop and maintain an adequate understanding of those aspects of Catholic teaching that touch upon their work; and
- by their teaching and other work, strive to help students to understand, accept and appreciate Catholic teaching and values.

## 8.2 High quality education

The Parties are dedicated to increasing the educational attainment of all students. The College will support Employees to fulfil their responsibilities in the professional contexts in which they work.

Employees will maintain the currency of their knowledge base in order to adapt to meet the diverse demands of their roles and the needs of students.

The Principal will use their devolved authority to effectively manage, develop and support their workforce to ensure that the quality of their work continues to improve and impacts positively on the attainment of their students.

## 8.3 Workload

The Parties acknowledge that managing workload is crucial for staff wellbeing. Reinforcing the workload clauses of this Agreement, the Parties commit to working together, through the Consultative mechanisms in this Agreement, to manage Employee workloads, including by:

- planning across the school year to reduce workload during peak periods

- scheduling and conducting meetings in the most productive manner
- considering the impact of change on workload and to consult with affected Employees
- supporting Employees, through the provision of time, to meet workload demands
- eliminating unnecessary duplication and inefficiencies
- reviewing assessment, reporting and student data collection processes for their alignment, timing and efficiency
- ensuring that Employees are not required to access or respond to work related emails or other messaging outside the ordinary hours of work
- being proactive in implementing best practice around the workload management of all staff.

### 8.4 Creating and maintaining positive school climates that are safe, healthy and inclusive places for learning and work

The Parties commit to the creation and maintenance of positive school climates that ensure schools are safe, healthy and inclusive places for work. The Parties recognise that Employees sometimes face situations of work-related violence, discrimination, sexual harassment and gendered violence that may affect their attendance or performance at work.

### 8.5 Eliminating racism from schools and creating inclusive workplaces

The Parties commit to the elimination of racism from schools and creation and maintenance of inclusive workplaces. The Parties recognise that amongst other groups, Aboriginal and/or Torres Strait Islander Employees may experience racism and environments that are culturally unsafe.

### 8.6 Child Safety

The Parties acknowledge that Child Safety is central to the mission of the College and the Parties share an unequivocal commitment to fostering the dignity, self-esteem and integrity of children and young people and providing them with a safe, supportive and enriching environment to develop spiritually, physically, intellectually, emotionally and socially.

### 8.7 Industrial Relations Principles

The Parties commit themselves to the following industrial relations principles:

- Cooperative and consultative relationships between the Employer, Employees and the Union.
- Employer, Employee and Union relationships based on mutual respect, trust and preparedness to consider alternative viewpoints.
- Negotiations involving a mutual problem-solving approach focusing on long term gains for all Parties.

- To work within a progressive industrial relations culture to create a system of highly effective schools with effective workplace practices.
- Recognition of an appropriate role for workplace representatives (including sub branch representatives if one exists at the school) to provide representatives with an opportunity to participate in the Employer's induction process at the school such that those Employees can be made aware of the role of the Union, their right to join the Union, and the terms and conditions contained in this Agreement.
- Maintaining secure employment arrangements and eliminating forms of precarious work arrangements.

# PART 2
# General Conditions of Service

# Part 2 General Conditions of Service

## 9 Work organisation

**9.1** The 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.

**9.2** The 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).

**9.3** Any direction issued by the Employer pursuant to clauses 9.1 and 9.2 shall be consistent with the Employer's responsibilities to provide a safe and healthy working environment.

**9.4** 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.

## 10 Model flexibility term

**10.1** The Employer and an Employee covered by this Agreement may agree to make an Individual Flexibility Arrangement to vary the effect of terms of this Agreement if:

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

**10.3** The Employer must ensure that the Individual Flexibility Arrangement:

(a) is in writing; and
(b) includes the name of the Employer and Employee; and
(c) is signed by the Employer and if the Employee is under 18 years of age, signed by a parent or guardian of the Employee; and

(d) includes details of:
  (i) the terms of this Agreement that will be varied by the arrangement; and
  (ii) how the arrangement will vary the effect of the terms; and
  (iii) how the Employee will be better off overall in relation to the terms and conditions of their employment as a result of the arrangement; and
  (iv) 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

## 11.1 General provisions

Employment under this Agreement shall be of an ongoing nature, except as provided under this Agreement for:
(a) Employment for a specified period of time;
(b) Casual Relief Teachers;
(c) Casual Education Support Employees.

## 11.2 Employment for a specified period of time

(a) The Parties are committed to minimising the use of fixed-term employment. Teaching, learning support and other normal functions of the Employer are ongoing roles unless falling within the descriptions provided in this clause.

(b) Employment for a specified period of time will only occur:
  (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 back-fill 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, then a redundancy situation will arise. The period of appointment must not exceed the end of that school year and no further fixed-term appointment may be made to the same position or role;

(v) 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.

(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 specified-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) whom 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) The Employer must provide the list of names as updated from time to time to the Union on request.

## 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.

(b) After 30 consecutive school days of employment in the one school, where the Employer wishes to extend the appointment, the Teacher shall be appointed on an ongoing or, where permissible under clause 11.2, a fixed-term basis.

(c) A Casual Relief Teacher shall be paid at the hourly rate prescribed by the *Educational Services (Teachers) Award 2020* for a Level 5 Teacher plus 25% loading.

(d) 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 6.

(e) 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.

(f) Casual Relief Teachers who work at the College for a minimum of 15 days in a school year will be provided with two paid days to undertake professional learning.

## 11.4 Casual Education Support Employees

(a) A Casual Education Support Employee is one who is employed on an hourly ad hoc basis for up to 30 school consecutive days.

(b) After 30 consecutive school days of employment in the College, where the Employer wishes to extend the appointment, the Employee shall be appointed on an ongoing or, where permissible under clause 11.2, a fixed-term basis.

### 11.5 Casual Employee Entitlements

A Casual Employee shall not be entitled to any of the following benefits:

(a) clause 19 – Termination of employment;
(b) clause 21 – Redundancy;
(c) clause 25 – Annual leave, non-term weeks and leave loading;
(d) clause 35 – Examination leave;
(e) clause 36 – Degree and diploma leave;
(f) clause 37 – Infectious disease leave;
(g) clause 39 – Flexible leave day;
(h) clause 40 – Jury Service;
(i) clause 49 – Accident make-up pay; and
(j) clauses 67.5 and 68.2 – Overtime.

## 12 Letters of Appointment

**12.1** Upon engagement, each Employee (other than a Casual Employee) shall be given a letter of appointment. The letter of employment must specify:

(a) the category and classification of employment;
(b) the pay level and commencing rate of pay;
(c) superannuation entitlements; and
(d) long service leave entitlements.

**12.2** This letter must also specify:

(a) for an Education Support Employee: hours of duty;
(b) for a Category B Education Support Employee: any recall obligations (and conditions and payments thereof); and
(c) for a Category C Education Support Employee: the weeks of leave for the first school year.

**12.3** Where the employment is part-time, the letter must also specify the:

(a) Full Time Equivalent (**FTE**), to no more than two decimal places (rounding up);
(b) days upon which work is to be performed;
(c) hours of work for Employees other than Teachers or, in the case of Teachers, the number of scheduled class time hours.

**12.4** Where employment is for a specified period of time, the letter must also specify:

(a) the reason for the employment being of fixed-term or casual duration by reference to clause 11.2(b);
(b) the relevant circumstances that give rise to that reason;
(c) the date of commencement of employment and the date of cessation of employment; and

(d) 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 or 13.5 and includes concerns regarding an Employee's performance and/or conduct and/or capacity.

## 13.2 Concerns

(a) The 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 the 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); and
   (iii) the possible course of action of the Employer. The possible course of actions 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 alternate 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) are 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) have been satisfactorily addressed and the EIP is concluded; or
   (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 back-paid 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.

## 13.6 Renewed concerns regarding performance

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

### 13.7 Indictable offences

(a) Where allegations against an Employee which are being handled under this clause are also the subject of an Employee being charged with an indictable offence, the Employer is not required to delay or cease the process under this clause but the Employer may exercise its discretion to do so.

(b) Any incremental progression which would occur in a period in which an Employee is charged with an indictable offence shall, subject to the Employer's discretion, be withheld until the court proceedings have concluded. Any such amount withheld shall be back-paid upon the conclusion of the proceedings except where the proceedings conclude in termination of employment under clause 13.5(d).

## 14 Professional Registration and Working with Children

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

**14.2** 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) (the **Necessary Authority**), the Employer may:

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

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

**14.3** Where, following the steps in clauses 14.1 and 14.2, 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 they have the Necessary Authority.

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

Note: This clause does not apply to an Education Support Employee (School Services stream) in relation to changes to the ordinary starting and finishing times of work (see clause 68.9).

### 15.1 Variations

(a) The 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) The 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 seven term weeks' written notice of the variation is given to the part-time Employee concerned. 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 the 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:
  (i) accept the proposed reduction in working hours; or
  (ii) 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(l).

(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 Purposes of consultation

(a) The purpose of this clause is to ensure that each workplace engages in consultation over matters affecting workloads and the arrangement of work.

(b) The Parties acknowledge that staff morale and Employee job satisfaction is 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 Employer makes decisions in a framework that enables staff to have input into decisions that affect their working life.

(c) 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 Vodaphone 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.*"

## 16.2 Consultation in the College

(a) Consultation with Teachers and support staff will take place through the Consultative Committee.

(b) The Principal is responsible for the teaching and learning process within the school. 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.

(c) Consultation about Class Sizes, Workloads and Positions of Leadership occurs having regard to all of the professional expectations of Teachers.

(d) The factors which impinge on the professional expectations of Teachers and influence the workload of an individual include:
   (i) class sizes;
   (ii) curriculum mix;
   (iii) range of ability of students;
   (iv) age of students;
   (v) special needs students;
   (vi) resources and facilities available;
   (vii) meetings and administration; and
   (viii) availability of specialist and/or support staff and school culture.

## 16.3 Consultative Committee – College

### (a) Composition of the Committee

(i) 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:
   a. the Principal;
   b. two nominees of the Principal;
   c. two nominees of the Union; and

d. one staff nominee elected by and from the total staff.

(ii) The Committee must invite an Education Support Employee to attend when discussing matters affecting Education Support Staff workloads and arrangement of work.

(iii) 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.

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

(v) 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.

**(b) Committee Procedures**

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

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

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

(iv) 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. Minutes of the meeting shall be made available to the members of the Consultative Committee within two weeks of the date of the meeting.

(v) The Consultative Committee shall provide recommendations to the Principal on matters affecting workloads and the arrangement of work, including:
   a. class sizes;
   b. scheduled class time;
   c. total workloads including meetings, Parent/Teacher meetings and extra/co-curricular duties;
   d. staff email and other communication protocols, including with parents and after hours;
   e. Positions of Leadership.

(vi) The Consultative Committee will meet in Term 4 to discuss and make recommendations to the Principal in relation to the arrangements and

schedule of meetings for the following school year, with a focus on maximising the efficient use of meeting times.

(vii) Employee representatives on the Consultative Committee will be entitled to one day of leave in each period of two school years to attend Union-provided Consultative Committee training.

(viii) To facilitate the consultative process, relevant financial, enrolment and resource details must be provided to members of the Consultative Committee.

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

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

(xi) Where at least three members of the Consultative Committee do not agree with a decision made by the Principal, the Principal shall provide to the Committee members, in writing, the reasons for the decision. The decision will not be implemented until these reasons in writing have been given.

(xii) Where the Union at the school does not support a decision of the Principal it may inform the Principal of its objections and the reasons for the objections and provide the Principal an opportunity to resolve the matter at the school.

(xiii) If the matter is not resolved, the Union may refer it to the Employer for resolution including:

a. a clear statement of the objection;
b. reasons why the decision is not supported and, if appropriate, why the decision is inconsistent with this Agreement; and
c. the outcome sought by the Union.

(xiv) One nominee of the Union and one nominee of the Employer will consider the matter and make a determination which will be binding on all parties at the school. As far as is practicable the matter will be determined within ten working days of receiving a reference from the Union.

(xv) Where the matter remains unresolved it may be referred by either Party to the Fair Work Commission for conciliation and arbitration.

# 17 Introduction of change

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

(a) Where an Employer is developing a proposal for major change(s) 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.

(b) A major change is ***likely to have a significant effect on Employees*** if it results in:

(i) the termination of the employment of Employees;
(ii) major change to the composition, operation or size of the Employer's workforce or to the skills required of Employees;
(iii) the elimination or diminution of job opportunities (including opportunities for promotion or tenure);
(iv) the alteration of hours of work;
(v) the need to retrain Employees;
(vi) the need to relocate Employees to another workplace; or
(vii) the restructuring of jobs.

Provided that where this Agreement makes provision for alteration of any of these matters the alteration shall be deemed not to have significant effect.

## 17.2 Employer's duty to discuss major change

(a) The Employer shall discuss with the Employees affected and their Union, the proposed change, alternatives to the proposed change, the introduction of the changes, 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. The Employer shall give prompt consideration to matters raised by the Employees and the Union, in relation to the changes.

(b) The discussions shall commence as early as practicable after the Employer commences to develop the proposal for major change.

(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 the change, 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 programmes 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 programme a school is required to develop a detailed proposal identifying the educational initiative(s), the duration of the programme, 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 Employer; and
(c) the Union.

# 19 Termination of employment

## 19.1 Termination by the Employer

The Employer may terminate an Employee's employment in accordance with the clause:

(a) summarily (see clauses 13 and 19.2);
(b) on notice (see clauses 13 and 19.3);
(c) on notice, as a consequence of redundancy (see clause 19.3).

## 19.2 Summary dismissal

(a) The 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) The Employer must provide the following notice of termination to Deputy Principals and Teachers:

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

(b) The Employer must provide the following notice of termination to all other Employees:

| 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 |

Plus one additional week where the Employee is over 45 years of age at the time of the giving of notice, and not less than two years' continuous service.

(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

The notice of termination to be given by an Employee shall be:
(a) the same as that required of the Employer in clause 19.3(b); or
(b) seven weeks in the case of a Deputy Principal and Teacher; or
(c) any lesser period of notice agreed to by the Employer.

### 19.5 Time off during notice period

Where the 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

**20.1** 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.

### 20.2 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 their employment.

### 20.3 Procedure Step 2

If the Employee, or authorised representative of the Employee, does not comply with the requirements in clause 20.2(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 with effect from:

(a) the date of the last attendance of the Employee at work; or
(b) the last day in respect of which consent for absence was granted; or
(c) the date of the last absence in respect of which notification was given to the Employer;

whichever is the later.

# 21 Redundancy

### 21.1 Introduction

#### (a) Objectives

The objectives of this clause, 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.

#### (b) Definitions

**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.

A **potential redundancy situation** exists where any member of staff could be made redundant.

#### (c) Employees exempted

This clause shall not apply to Casual Employees or Casual Relief Teachers, or Employees engaged for a specified period of time where termination occurs on the specified termination date.

#### (d) Timeline

All the steps in clauses 21.2(a) to (g) of this clause must be implemented as early as possible to facilitate proper consultation. Where redundancy(ies) are expected to take effect at the end of a school year, the Employer must give notice (clause 21.2(a)), wherever possible, no later than the end of the third week in Term 3.

## 21.2 Process

### (a) Notice of potential redundancy situation

As soon as a potential redundancy situation is identified, the Employer shall communicate this fact to staff likely to be affected and the Union, in writing, with an outline of the reasons for the potential redundancy and a copy of this clause.

### (b) Consultation and consideration of alternatives

(i) The Employer must, as soon as possible, consult with staff likely to be affected and the Union about the potential redundancy situation and alternatives to potential redundancies. The Employer must provide an estimate of the numbers of positions and details of the job roles and areas likely to be affected.

(ii) The Employer must investigate the alternatives available to avoid or minimise potential redundancies including:

a. what efforts can be made to re-deploy existing staff within the workplace;
b. staffing requirements in all other workplaces under the authority of the Employer;
c. Any additional funding that may be available;
d. Retraining possibilities;
e. Possible leave arrangements e.g. Leave Without Pay, Long Service Leave, Parental Leave.

(iii) The Employer must offer voluntary redundancies but is not required to accept any particular expression of interest in a voluntary redundancy.

(iv) If the potential redundancy situation is resolved, the Employer shall immediately communicate this fact to the Union and Employees affected.

### (c) Redundancy document

If the potential redundancy situation is not resolved, the Employer will send a Redundancy Document to the Union. The Document will include the following information:

(i) The reasons for the potential redundancy(ies) including any relevant information such as funding, staffing, curriculum and enrolment details.

(ii) The number and categories of staff likely to be made redundant and the areas where the redundancy(ies) are likely to take place.

(iii) The alternatives investigated and those still being considered, including the alternatives listed in clause 21.2(b)(ii) and any indications by staff that they are willing to consider an offer of voluntary redundancy.

**(d) Redundancy Meeting**

(i) The Employer will meet with the Union to consider the potential redundancy situation and the Redundancy Document. Further meetings may be necessary. At the meeting(s) the Parties will:
   a. discuss any options remaining to avoid or to reduce redundancies; and
   b. seek to agree on the criteria to be applied to select staff for compulsory redundancy.

(ii) Upon reaching agreement on the criteria to be applied the Employer will advise the Union of the name(s) of the person(s) to be declared redundant.

(iii) If, after two meetings, agreement cannot be reached, the Employer may notify the Union of the action that the Employer intends to take and the criteria applied.

**(e) Criteria**

The staff member(s) to be made redundant will be determined according to factors determined by the Employer. The Employer will notify the Union of the factors applied and any priority applied to the factors, which may include:

(i) Skills and duties required;
(ii) Current duties;
(iii) Curriculum programs;
(iv) Experience;
(v) Graduate status;
(vi) Length of service;
(vii) Pastoral considerations;
(viii) Qualifications; and
(ix) Specialist expertise;

but may not include:

(i) Person is a Union Representative/Union affiliation;
(ii) Person's sex, marital status, age, pregnancy;
(iii) Person's lifestyle;
(iv) Person's competence or otherwise;
(v) Person's religion.

**(f) Notice of Termination**

**(i) Notice and details of payment**

The Employer must give the affected Employee(s) notice of termination in accordance with the termination of employment provisions of this Agreement together with details of all amounts payable on termination and the date upon which these are to be paid.

**(ii) Employee leaving during notice**

An Employee whose employment is terminated by reason of redundancy may terminate employment during the period of notice. The Employee shall be entitled to the same benefits and payments under this clause as if the Employee had remained with the Employer until the expiry of such notice, but not payment in lieu of notice for the period after their termination date.

**(g) Leave without pay**

(i) Upon notifying an Employee that their employment is to be terminated by reason of redundancy, the Employer must offer the Employee Leave Without Pay for a period of one year (thereby deferring the date of termination of the Employee(s)). The Employer and Employee may agree to a shorter period of Leave Without Pay.

(ii) An Employee may elect to take any accrued Long Service Leave during the period of leave instead of any part of the Leave Without Pay. That is, the taking of Long Service Leave will not extend the total period beyond one year.

(iii) If the Employee(s) accepts the offer of Leave Without Pay, the Employer shall notify the Union.

(iv) Should a position become available at the workplace during the period of Leave Without Pay for which the Employee has appropriate skills and qualifications, the Employee must be offered the position. If the Employee accepts the position but wishes to remain on the period of Leave Without Pay, they may elect to commence in the position at the expiration of the period of Leave Without Pay.

(v) If no position becomes available, the Employer shall, 10 weeks prior to the end of the period of Leave Without Pay, give notice of termination to take effect at the expiration of the period of Leave Without Pay.

## 21.3 Assistance in re-deployment

### (a) Assistance and support

During the notice period the Employer must provide reasonable assistance to the staff member(s) declared redundant to obtain other employment if requested, including providing outplacement services and/or contacting neighbouring Catholic schools.

### (b) Interviews

Where an application is made for a vacant position with the Employer and:

(i) the applicant has the qualifications and experience to fill the vacancy; and

(ii) the applicant identifies that they have been declared redundant from another employer in Catholic Education;

the Employer must interview the applicant for the position.

### (c) Time off during notice period

During the period of notice of termination:

(i) The 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.

(ii) The Employer shall provide time release to the staff member(s) declared redundant to attend interviews.

### (d) Transfer to lower paid duties

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.

## 21.4 Severance Payments

### (a) Severance Pay Amount

(i) An Employee whose employment is terminated by way of redundancy shall be entitled to the following amount of severance pay in respect of a period of continuous service in Catholic Education.

a. 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 | 4.0 weeks |
| 2 years but less than 3 years | 7.0 weeks |
| 3 years but less than 4 years | 10.0 weeks |
| 4 years but less than 5 years | 12.0 weeks |
| 5 years but less than 6 years | 14.0 weeks |
| 6 years and over | 16.0 weeks |
| 12 years and over | 21.0 weeks |

b. 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 |
|---|---|
| 1 year but less than 2 years | 5.0 weeks |
| 2 years but less than 3 years | 8.75 weeks |
| 3 years but less than 4 years | 12.5 weeks |
| 4 years but less than 5 years | 15.0 weeks |
| 5 years but less than 6 years | 17.5 weeks |
| 6 years and over | 20.0 weeks |
| 12 years and over | 25.0 weeks |

(ii) **Weeks' pay** means the ordinary rate of pay for the Employee concerned.

(iii) Payments to staff declared redundant shall be made on the 15th working day following the termination of employment.

**(b) Suitable Alternative employment**

(i) Where, within 15 days of the termination of their employment, the Employee commences employment with the Employer and there is no loss of benefits (e.g. permanency, weekly hours, salary, Long Service Leave, sick leave, annual leave, superannuation, etc), then the Employee shall not be entitled to severance pay.

(ii) The 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.

# 22 Dispute procedures

## 22.1 Dispute settling procedure

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

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

(b) the National Employment Standards;

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 (clause 22.2), 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 (clause 22.2) and 2 (clause 22.3) fail to resolve the matter, it may be referred by the Union, the Employee(s) or the Employer 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 (clause 22.2) and 2 (clause 22.3).

(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, a 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.

The Union at the workplace will be given the opportunity to participate in inductions.

# 24 Annual Review Meetings

## 24.1 Teachers and Deputy Principals

(a) A Teacher and Deputy Principal is 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 Managing Employment Concerns (clause 13).

## 24.2 Education Support Employees and Secondary Business Managers

(a) An Education Support Employee and Secondary Business Manager 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

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

## 25.1 Entitlement

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

(b) In addition to annual leave in clause 25.1(a), a full-time Category C Education Support Employee is entitled to additional paid leave of 114 hours (15 days).

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

(d) A Deputy Principal, Teacher and Category B Education Support Employee is entitled to non-term weeks without loss of pay. Annual leave will be deemed to have been taken during non-term weeks.

## 25.2 Taking of leave

(a) A Category A Education Support Employee and Secondary Business Manager:
   (i) will take annual leave at a mutually agreed time. If agreement cannot be reached the Employer may direct the Employee to take leave provided that the direction is reasonable;
   (ii) may elect to accrue and carry forward any amount of annual leave for a period of two years from the date of entitlement;
   (iii) who suffers personal ill health or accident 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.

(b) Category C Education Support Employees will take annual leave during non-term weeks at such times as the Employer determines provided that preferences of the Employee will be considered as far as practicable.

## 25.3 Cashing out of untaken annual leave

A Category A Education Support Employee or Secondary Business Manager may, by agreement with the Employer, cash out an amount of accrued annual leave provided that:

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

(c) the Employee is paid an amount that is no less than the amount that the Employee would have been paid had the Employee taken the leave; and

(d) the cashing out must not result in the Employee's remaining annual leave balance being less than 152 hours (20 days).

### 25.4 Payment on termination

(a) A Category A Education Support Employee, Secondary Business Manager and a Category C Employee is entitled to payment for all accrued annual leave on termination of employment.

(b) A Deputy Principal, Teacher and Category B Education Support Employee is entitled to payment for non-term weeks on termination of employment.

### 25.5 Pro-rata Payment – non-term weeks

(a) A Deputy Principal, Teacher and Category B Education Support Employee is entitled to pro-rata payment for annual leave and non-term weeks where:

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

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

(iii) during a school year, the number of hours (FTE) of the Employee changed.

(b) An Employee who takes a period of Half Pay Leave (Long Service Leave or Parental Leave) will be paid during non-term weeks and annual leave at their ordinary rate of pay (as if the Employee did not take Half Pay Leave).

(c) Pro rata payment for non-term weeks and annual leave will be calculated as follows:

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

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;

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

### 25.6 Category B recall

(a) A Category B Education Support Employee may be recalled to duty during non-term weeks 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 attends for duty under this clause, they 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.

### 25.7 Category B end of year arrangements

A Category B Education Support Employee 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. The Employee must be provided with at least seven weeks' notice of their attendance requirements and the task(s) to be performed.

### 25.8 Annual Leave Loading

(a) An Employee shall receive a loading of 17.5% on four weeks' pay at the Employee's weekly rate of pay except where the Employee is entitled to a pro-rata payment under clause 25.5(a).

(b) An Employee entitled to a pro-rata payment under clause 25.5(a) shall be paid a pro- rata payment for annual leave loading calculated as follows:

(i) Category A Education Support Employee or Secondary Business Manager:

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

(ii) Deputy Principal, Teacher, Category B Education Support Employee:

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

(iii) Category C Education Support Employee:

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

(c) 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.

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

# 26 Leave without pay

## 26.1 General provisions

(a) An Employee may apply for leave without pay. The Employee must specify the start and end date of the period of leave applied for.

(b) The Employer may only refuse the application on reasonable grounds related to the needs of the workplace. Where the Employer refuses an application for leave without pay, the Employer must, as soon as practicable, provide reasons in writing.

(c) 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 Deputy Principals and Teachers) or at the same classification level (in the case of all other Employees).

# 27 Parental Leave

The entitlements to Parental Leave shall be as provided in Appendix 1.

# 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; and

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

(c) Melbourne Cup Day or such other day as is gazetted under the *Public Holidays Act 1993* (Vic.) as a day in lieu of Melbourne Cup Day in a particular non-metropolitan municipal district.

## 28.2 Holidays in lieu

(a) When Christmas Day is a Saturday or a 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

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.

# 29 Long Service Leave

## 29.1 Entitlement

(a) An Employee shall be entitled to long service leave in accordance with the LSL Act except to the extent that this clause 29 is more beneficial to the Employee.

(b) An Employee's long service leave entitlement is calculated on the basis of 1.3 weeks per year of continuous employment.

### 29.2 Recognition of prior eligible service

The Employer will recognise prior eligible service with a Recognised Employer where the Employee commenced employment with the Employer not more than eight full school terms after the termination of the Employee's employment with the Recognised Employer. Provided that the Employee's long service leave entitlement will be reduced by any long service leave taken by and/or paid to the Employee in respect of that prior eligible service.

### 29.3 Taking long service leave

(a) An Employee may request to take a period of long service leave at half pay. Such a request will only be refused by the Employer on reasonable business grounds.

(b) Any period of long service leave taken by an Employee shall be exclusive of school holidays.

(c) An Employee may take a period of leave without pay in conjunction with a period of long service leave provided that:
  (i) the Employee shall return to work at the start of a school term;
  (ii) the total period of long service leave and leave without pay shall comprise the whole of a school term (or terms);
  (iii) the period of leave without pay is limited to the remainder of the school term(s) in which long service leave is taken; and
  (iv) the period of leave without pay does not exceed the period of long service leave unless agreed between the Employer and the Employee to meet the requirements of clauses 29.3(c)(i)-(iii) above.

(d) Where an Employee becomes ill during a period of long service leave and such illness extends beyond seven continuous days, the period of the illness will, subject to the provision of satisfactory medical evidence to the Employer, be treated as personal leave and the Employee will be recredited for long service leave within the period of the illness.

### 29.4 Payment for long service leave

Payment to an Employee for long service leave will be calculated by reference to:

(a) the ordinary hourly rate of pay applicable to the Employee at the time of the long service leave; and

(b) the Employee's FTE immediately before the long service leave, except where:
  (i) the Employee is a casual Employee; or

(ii) the Employee's FTE has 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 section 16 of the LSL Act.

### 29.5 Entitlement on termination of employment

(a) Subject to clause 29.6, an Employee who has at least seven years of continuous employment at the time of termination of their employment will be paid any untaken long service leave on termination of their employment.

(b) An Employee:

(i) whose employment is terminated on the basis of incapacity due to illness or injury;

(ii) who has completed less than seven years of continuous employment; and

(iii) who, in the opinion of the Employer, is unlikely to again be gainfully employed in a position for which the Employee is reasonably qualified by education, training or experience;

is entitled to payment of a pro-rata amount of long service leave based on their years of continuous employment at the time of termination of their employment.

(c) If an Employee dies having completed less than seven years of continuous employment the Employer will pay to the Employee's estate a pro-rata amount of long service leave based on the Employee's years of continuous employment at the time of their death.

### 29.6 Portability of untaken long service leave

(a) The operation of this clause 29.6 is subject to the Industrial Division of the Magistrates' Court of Victoria being of the opinion that the terms of this clause 29 are more favourable to Employees than the entitlements provided by the LSL Act.

(b) An Employee may request that, in lieu of their untaken long service leave being paid to them on termination of their employment under clause 29.5(a), their untaken long service leave be transferred to future eligible employment with a Recognised Employer, provided that:

(i) the Employee declares in writing, prior to the termination of their employment, the details of their future eligible employment with a Recognised Employer, or that the Employee is seeking eligible employment with a Recognised Employer; and

(ii) the Employee commences eligible employment with a Recognised Employer not more than four full school terms after the termination of their employment with the Employer.

(c) Where the Employee makes a request under clause 29.6(b) but

(i) withdraws their request; or

(ii) does not commence eligible employment with a Recognised Employer within four full school terms of termination of their employment;

the Employer will, as soon as practicable, pay the Employee their untaken long service leave as at the date of termination of their employment.

### 29.7 Definitions

For the purposes of this clause 29:

(a) **eligible employment** means employment in respect of which:
(i) an Enterprise Agreement applies to the Employee and the Recognised Employer that includes an enforceable term by which the Employee's untaken long service leave on termination of their employment with the Employer will be recognised by the Recognised Employer; and
(ii) the Employee's remuneration is not less than their remuneration at the time of termination of their employment with the Employer;

(b) **eligible service** means employment in respect of which an Enterprise Agreement applied to the Employee and the Recognised Employer;

(c) **LSL Act** means the *Long Service Leave Act 2018* (Vic.) as in force and amended from time to time;

(d) **Recognised Employer** means an employer that is party to the Catholic Education Long Service Leave Scheme (Victoria).

## 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 30.6.

(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

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:

(a) 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 is up to a maximum of the time the part-time Teacher would otherwise have been in attendance.

(b) 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 lunch time) and includes scheduled home room duties for secondary 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.

(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 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.

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

### 30.6 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) The Employer must not fail to re-engage a Casual Employee because the Employee accessed the entitlements provided for in this clause. The rights of the Employer to engage or not to engage a Casual Employee are otherwise not affected.

### 30.7 Notice and evidence requirements

An Employee must give their 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.

### 30.8 Evidence of sick leave

An Employee who has given their 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.

### 30.9 Evidence of carer's leave

An Employee who has given their 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.

### 30.10 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 their 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 their 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) The Employer must not fail to re-engage a Casual Employee because the Employee accessed the entitlements provided for in this clause. The rights of the Employer to engage or not to engage a Casual Employee are otherwise not affected.

### 31.4 Notice and evidence requirements

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

## 32.4 Notice

An Employee must give their 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 their 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 152 hours (20 days) per school year (non-cumulative) paid family and domestic violence leave for the purposes of attending medical appointments, legal proceedings and other activities related to family violence.

### 33.2 Additional Family and Domestic Violence Leave

Upon exhaustion of the paid leave entitlements in clause 33.1, the 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, to 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 not be available to attend work or to leave work due to experiencing family and domestic violence.

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

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

### 33.5 Notice and evidence requirements

(a) The Employee must give their 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 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 Supporting victims of Historical Sexual Abuse

### 34.1 Who the clause applies to

(a) This clause applies to any Employee (other than a Casual Employee) that has been a victim of historical sexual abuse or any Employee who is supporting a member of their immediate family who was 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 by providing the Employer with evidence of a disclosure of historical sexual abuse, such as:
(a) a prior disclosure to police, Employer or family member;
(b) an admission or guilty plea from the accused; or
(c) a statutory declaration by the victim stating that the Employee has made such a disclosure.

### 34.3 The entitlement

An eligible Employee will be entitled to paid historical sexual abuse leave of up to 152 hours (20 days) per school year (non-cumulative) for the following:

(a) attending and preparing for legal proceedings;
(b) support services;
(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 historical sexual abuse leave. The notice:

(a) must be given to the Employer as soon as reasonably 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.

### 34.5 Support person

An Employee who supports a person experiencing historical sexual abuse may utilise their personal/carer's leave entitlement to accompany them to court, hospital, 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 the Employee 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;
    (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, 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.

### 38.3 Notice

An Employee must give their 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 their 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 Flexible Leave Day

Each Employee (other than a Casual Employee) will be entitled to one day of paid leave in each school year for such reason as the Employee determines. The date will be determined by the Employee provided that the:
(a) Employee must give the Employer not less than five working days' notice;
(b) Employer may refuse to approve the day where the Employee's absence on that day cannot reasonably be managed; and
(c) Flexible Leave Day is non-cumulative.

## 40 Jury Service

**40.1** 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.

**40.2** 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.

**40.3** 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.

## 41 Trade Union Training Leave

Paid leave for trade union training will be available in each school for the designated Union representative 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.

## 42 Union Committee of Management leave

**42.1** 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).

**42.2** Where a school is required to engage an 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.

## 43 Transition to retirement

**43.1** 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.

**43.2** 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.

**43.3** 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:

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

**43.4** 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:

(a) the Employee's new part-time fraction;
(b) the start and end date of the transition to retirement (usually one - two school years);

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

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

**43.6** 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.

# 44 Payment of salaries and allowances

## 44.1 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.

(e) The FTE of all part-time Employees will, for all purposes, be rounded up to two decimal places.

## 44.2 Salary Packaging

(a) An Employee may elect to receive their 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 under this clause.

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

(c) 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.

(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 Employer which shall be provided to the Principal.

### 44.3 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.

### 44.4 Superannuation

(a) All Employees shall be entitled to superannuation payments at the rate prescribed by the *Superannuation Guarantee (Administration) Act 1992* (Cth). Payments will be made monthly in arrears by the 21st day of each month.

(b) Within 15 days of commencement of service with the Employer, an Employee will be entitled to elect to have the Employer's superannuation contributions paid into the Catholic Superannuation Fund, Australian Super or another compliant fund.

(c) Where an Employee does not choose a fund and notify the Employer of the Employee's chosen fund within 15 days of commencement of employment, the Employer will make enquiries with the Australian Taxation Office to determine whether the Employee has a 'stapled fund', and will then make contributions into either:
   (i) the Employee's 'stapled fund', if the Employee has one; or
   (ii) if the Australian Taxation Office does not identify a 'stapled fund' for an Employee, to the Employer's default fund, Catholic Superannuation Fund.

(d) An Employee may vary the choice of superannuation fund only once in a 12-month period.

(e) 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 Employer's obligation under the *Superannuation Guarantee (Administration) Act 1992* (Cth).

## 45 Incremental progression

**45.1** Employees with less than six months' service in an incremental cycle will not be eligible for incremental progression.

**45.2** Employees with six months' service or more in an incremental cycle will be advanced to the next salary subdivision.

**45.3** Incremental progression will take place on 1 May of each year for all eligible Employees.

**45.4** Service in any incremental cycle can only be counted once.

**45.5** The first 12 months of any period of Parental Leave (paid and/or unpaid) will count as service for the purposes of incremental progression.

## 46 Supported Wage

The Supported Wage System set out in Appendix 2 applies to 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.

## 47 Higher duties allowances

### 47.1 Education Support Employees (School Services stream)

An Education Support Employee (School Services stream) 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 for two hours or less during one day or shift they shall be paid the higher rate for the time so worked.

### 47.2 All other Employees

Any Employee (other than an Education Support Employee (School Services stream)) who, for 10 continuous working days or more:

(a) is required to relieve another Employee who holds a higher-level position or a designated position of responsibility; or

(b) is appointed Acting Principal or Acting Deputy Principal;

shall be entitled to receive, for the period of relief, the rate of pay or allowance applicable to that position.

# 48 Tools and equipment

The Employer will provide such tools and equipment as are necessary for the Employee to perform their work. The Employee will not be liable for any breakage or loss of Employer provided equipment and tools unless the damage or loss was directly caused by wilful misconduct or gross negligence.

# 49 Accident make-up pay

## 49.1 Entitlement to accident make up pay

(a) Where an Employee becomes entitled to compensation payments under the WIRC Act, the Employer 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 amount that would have been payable under this Agreement (including the Employee's entitlement to Employer contributions to superannuation) if the Employee had been performing their normal duties.

(b) 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.

## 49.2 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.

## 49.3 Eligibility for accident make-up pay

In order for an Employee to be eligible for accident make-up pay in accordance with clause 49.1:
(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.

### 49.4 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.

## 50 Allowances (general)

### 50.1 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.

### 50.2 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 or workplace 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 Education Support Employees (School Services stream).

(b) Where an Education Support Employee (School Services stream) 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.

### 50.3 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 their school routine, shall receive the Medical Support Allowance in accordance with Schedule 2, Table 2 for the period that such support is provided.

## 51 Protective clothing

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

## 52 Lump Sum Payment

**52.1** Each Employee (other than a Casual Employee) who was working or on a period of paid leave (including non-term weeks) on 4 July 2022 will, on a date to be fixed but not later than the approval of this Agreement, be paid a lump sum payment as specified in Schedule 3 (pro-rata for part-time Employees) plus applicable superannuation.

**52.2** Where an Employee is not eligible for payment under this clause (such as where the Employee was on unpaid leave on 4 July 2022), the Employer may make an ex-gratia payment.

## 53 Position Allowance

**53.1** Employees specified in clause 53.2 are entitled to be paid in December each year, a position allowance equivalent to one per cent of the total salary to which the Employee is normally entitled as at 1 December of the year in which the allowance is paid.

**53.2** Employees in the following classifications will be paid an annual lump sum payment as set out in clause 53.1:

(a) Secondary Deputy Principal;
(b) Secondary Business Manager;
(c) Teacher;
(d) Education Support Employee (Level 2-8 and above).

# PART 3
# Deputy Principals: Specific Conditions of Service

# Part 3 Deputy Principals: Specific Conditions of Service

## 54 Definitions

(a) **Deputy Principal** means a person appointed by the Employer whether as Vice Principal, Deputy Principal, Assistant Principal or Campus Head in a Catholic school.

(b) **Enrolment** in respect of a particular year means the enrolment of the school as at the last Friday in February in that school year.

## 55 Deputy Principal classification and salary

### 55.1 Translation

(a) On 4 July 2022 and subject to the approval of this Agreement, Secondary Deputy Principals (Category A) will translate in accordance with Schedule 4, Table 1.

### 55.2 Appointment of a Deputy Principal

(a) Unless otherwise determined by the Employer, a Deputy Principal will commence employment at the appropriate minimum remuneration as set out in Schedule 1, Table 1 as advertised.

(b) The rates of pay for Deputy Principals are specified in Schedule 1, Table 1.

(c) 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.

(d) 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.

(e) 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.

(f) 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.

(g) 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.

### 55.3 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.

### 55.4 Conclusion of contract – Deputy Principal

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

(b) 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.

### 55.5 Secondary Deputy Principals

(a) Where a Secondary Deputy Principal has been appointed to a Deputy Principal position, the Employer may, based on the level of responsibility and duties, provide the Secondary Deputy Principal with an Allowance (Allowance 1 – 4) as set out in Schedule 2, Table 3, for the period of appointment.

(b) Where an incumbent Secondary Deputy Principal 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, including any applicable allowance.

# PART 4
# Secondary Business Managers: Specific Conditions of Service

# Part 4 Secondary Business Managers: Specific Conditions of Service

## 56 Secondary Business Manager appointment/reappointment

### 56.1 Definitions

(a) **Secondary Business Manager** means a person appointed by an Employer to a secondary school as a member of the secondary school leadership team. A Secondary Business Manager may be responsible for the management of, but not limited to, financial, administrative, facilities and resources, business operations, personnel management (non-teachers and/or non-classroom Employees) and where applicable, the capital works, of a secondary school.

(b) **Enrolment** in respect of a particular year means the enrolment of the school as at the last Friday in February in that school year.

### 56.2 Secondary Business Manager classification and salary

(a) Unless otherwise determined by the Employer, a Secondary Business Manager will commence employment at the minimum remuneration as set out in Schedule 1, Table 2 as advertised.

(b) The rates of pay for a Secondary Business Manager are specified in Schedule 1, Table 2.

(c) The level of the Secondary Business Manager 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 Secondary Business Manager.

(d) 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 Secondary Business Manager.

(e) Where it is known that a secondary school's enrolment will increase significantly during the period of appointment, the Secondary Business Manager will be appointed to the level it is anticipated the secondary school's enrolment will reach during the period of appointment.

(f) Where it is known that a secondary school's enrolment will decrease significantly during the period of appointment, the Secondary Business Manager will be appointed to the level it is anticipated the secondary school's enrolment will fall to during the appointment period. The Secondary Business Manager shall be given written notice of this classification prior to appointment and at the Secondary Business Manager's request the Secondary

Business Manager's nominated representative shall be consulted regarding the decrease of enrolments prior to the appointment taking place.

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

### 56.3 Previous experience as a Secondary Business Manager

(a) Appointment of a Secondary Business Manager with experience as a Business Manager to a secondary school at a higher level than the previous secondary school shall be at subdivision 1 of that level or to that subdivision which equals the existing salary, whichever is the higher. Where the Secondary Business Manager 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 secondary 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 Secondary Business Manager.

### 56.4 Secondary Business Manager Allowance

(a) Where a Secondary Business Manager has been appointed to a Secondary Business Manager position, the Employer may, based on the level of responsibility and duties, provide the Secondary Business Manager with an Allowance (Allowance 1 – 4) as set out in Schedule 2, Table 4, for the period of appointment.

(b) Where an incumbent Secondary Business Manager 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, including any applicable allowance.

## 57 Hours of work

(a) A full-time Secondary Business Manager is one whose ordinary hours of work are 38 hours in any one week plus reasonable additional hours.

(b) A Secondary Business Manager may, at the discretion of the Principal, be directed, among other things, to undertake reasonable additional hours.

(c) Hours of work shall be between 8.00 am and 6.00 pm of a week day except by mutual agreement.

## 57.1 Part-time Secondary Business Managers

(a) A part-time Secondary Business Manager is one whose ordinary hours of work are less than 38 hours in that secondary school.

(b) A part-time Secondary Business Manager's weekly rate of pay shall be calculated according to the following formula:

$$\frac{\text{Hours employed}}{38} \text{ X weekly salary}$$

# PART 5
# Teachers: Specific Conditions of Service

# Part 5 Teachers: Specific Conditions of Service

## 58 Teacher structure

**58.1** 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.

**58.2** As the classroom Teacher gains experience their contribution to the school program beyond the classroom increases.

**58.3** 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.

**58.4 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 strategic plan and state-wide 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 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.

(d) assist staff to use student data to inform teaching approaches that enable targets related to improving student learning outcomes to be achieved.

**58.5 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 structures 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.

# 59 Assessment of experience

## 59.1 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 Teaching or equivalent. Service as an Education Officer shall count as experience as a Teacher.

(b) For the purpose of this clause, a year of teaching experience means: six months of teaching experience in any incremental cycle.

## 59.2 Commencement salary

(a) 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 which is commensurate with their years of experience. The Employee will be credited with one year of approved experience for each year of teaching experience where the Employee has six months of approved experience in any incremental cycle.

(b) Teachers on appointment will provide the Employer with evidence of their teaching experience which 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 to obtain evidence of their teaching experience.

## 60 Additional qualifications and accelerated advancement

**60.1** A Teacher shall be entitled to advance up the incremental scale by one subdivision if the Teacher has successfully completed a relevant qualification of Masters degree or its equivalent or higher. Where a Teacher obtains a relevant second or subsequent Masters degree or its equivalent or higher, they shall be entitled to advance a further subdivision in accordance with the provisions of this clause.

**60.2** 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.

**60.3** An Employee who has completed a relevant Masters degree or its equivalent or higher during employment, shall advance an additional subdivision from 1 May following the date on which the extra qualification was attained.

**60.4** An Employee without teaching experience who has completed a relevant Masters degree or its equivalent or higher prior to commencement of their employment, shall advance an additional subdivision from 1 May after the commencement of employment.

**60.5** An Employee with teaching experience who has completed a relevant Masters 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.

**60.6** An Employee attaining a relevant Masters while employed 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.

**60.7** An Employee providing advice of holding a relevant Masters qualification or equivalent on application for employment/promotion shall, if required by the Employer, provide satisfactory evidence that the Employee holds the qualification.

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

## 61 Teacher classification following experience as 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.

## 62 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 following table:

| Commencement on or before: | Lump Sum Payment | | |
|---|---|---|---|
| | 2023 | 2024 | 2025 |
| 1 November | $0 | $0 | $0 |
| 1 December | $842 | $859 | $876 |
| 1 January | $675 | $688 | $702 |
| 1 February | $506 | $516 | $527 |
| 1 March | $337 | $344 | $351 |
| 1 April | $169 | $172 | $176 |

## 63 Rates of pay

63.1 The classification structure with rates of pay for Teachers is specified in Schedule 1, Table 3. Teachers appointed to a Position of Leadership will be paid an allowance in accordance with Schedule 2, Table 1.

### 63.2 Part-time Teachers

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

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

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.

## 64 Workload

### 64.1 Class sizes

(a) Having regard to resources and facilities schools must 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) the number of students with special needs or disabilities in a class and the associated additional workload;
(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 Years 7 to 10;
(ii) 27 in Years 11 to 12 classes.

(c) The Consultative Committee must make special recommendations with regard to support and resourcing for a classroom Teacher where:
(i) a 7–10 class exceeds 28.

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

(d) The limits in clauses 64.1(b) and (c) may be exceeded with the agreement of the individual 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.

(e) In Secondary schools, 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;
(viii) the capabilities of the Teacher to provide expert supervision; and
(ix) support for the completion of risk assessments.

## 64.2 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/activities sessions allocated to the Teacher which are scheduled during normal class time;
(iii) scheduled home room duties;
(iv) extras (from 1 January 2023); and
(v) 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 lunch breaks;
(v) the time spent outside normal school time on school camps, excursions, etc.;
(vi) yard supervision, bus duty, etc.

(c) In secondary schools full-time Teachers may be allocated a maximum scheduled class time of:
(i) 20.0 hours per week in the 2022 school year
(ii) 19.0 hours per week in the 2023 school year; and
(iii) 18.5 hours per week in the 2024 school year and subsequent years.

(d) Part-time Teachers may be allocated a maximum scheduled class time which is pro-rata of that a full-time Teacher.

(e) The total scheduled class time per week may be averaged over a fortnight.

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

(g) From 1 January 2023, for Teachers in their first year of experience, the scheduled class time maxima in clauses 64.2(c) must be reduced by two hours per week.

(h) Within the limits set out in clause 64.2, the actual scheduled class time required of Teachers in a school will be agreed using the consultation provisions of this Agreement.

(i) Extras, up to the scheduled class time maximum (clause 64.2(d)), should be allocated in an equitable manner, and in the context of the total work required of the Teacher.

### 64.3 Professional Practice Days

(a) Each full-time Teacher is entitled to release from their scheduled duties including teaching, to focus on the improved delivery of high-quality teaching and learning as follows:
   (i) 2022 school year – four days
   (ii) 2023 school year – two days
   (iii) 2024 school year – one day
   (iv) 2025 school year – one day

   and pro-rata for part-time Teachers.

(b) Work done on these days 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;
   (vi) relevant professional development
   (vii) peer observation including feedback and reflection.

(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 in clause 69.3(b).

(e) A Teacher and a Principal may agree to schedule a professional practice day across two half-days.

(f) These days are in addition to existing pupil-free days and planning time.

## 64.4 Hours of work

(a) Subject to clause 64.7(b) a Teacher cannot be required to undertake duties in excess of 38 hours in a week.

(b) Subject to clause 64.4(f), Teachers will be in attendance for a minimum of seven hours daily commencing no less than 10 minutes before the morning pupil instructional session.

(c) In addition to the attendance requirements set out in clause 64.4(b) 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 can be used for meetings.

(d) Meetings held beyond the attendance requirements set out in clause 64.4(b) will be adjacent to the seven hours of daily attendance and not exceed one hours duration unless otherwise agreed using the consultative provisions of this Agreement.

(e) Teachers are entitled to a paid lunch break of not less than thirty minutes free from assigned duties between the hours 11.30 am to 2.30 pm.

(f) 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) Teachers may absent themselves from the workplace when not required to participate in scheduled duties including classroom teaching.

## 64.5 Structure of the teaching week

(a) A Teacher with scheduled class time at the maximum (as set out in clause 64.2(c)) will be provided with 30 hours of time to undertake the work directly related to the teaching and learning program of their class(es) (such as scheduled class time, planning, collaboration, and assessment), with the duties undertaken within that time determined by the Teacher.

(b) The remaining eight hours are available for other activities (such as yard duty, meetings, other duties and lunch).

(c) Both the 30 hours and the eight hours will be adjusted according to the proportion of scheduled class time in accordance with the following formula:

*(actual scheduled class time ÷ maximum scheduled class time) x 30 hours*

(d) Where a Teacher is required to travel between schools, campuses or annexes on any one day, a time allowance commensurate with the time taken to travel

and associated logistical requirements will be included in the determination of the Teacher's total work requirements.

### 64.6 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.

(b) The Employer must make every effort to minimise the number of days over which a part-time Employee 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) 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.

(e) In determining whether additional hours that an Employee is required or requested by an Employer to work 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;
(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.

## 64.7 Time-in-lieu

(a) For the purposes of this clause "school activity" means a structured activity organised by the school, for example a Parent/Teacher meeting, a camp, an excursion, a concert, parent information session or after-hours sport.

(b) The Employer may require a Teacher to attend a school activity outside the normal attendance of the Teacher where such attendance is unavoidable and reasonable notice is provided. 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. All work required in excess of an Employee's normal weekly hours of duty must be documented by the Employer.

(c) Where duty required under clause 64.7(b) results in a Teacher's attendance in that week exceeding 38 hours for a full-time Teacher (pro-rata for a part-time Teacher) that Teacher will be granted time-in-lieu for the additional hours.

(d) In respect of a Teacher's attendance at a school camp the time-in-lieu will be calculated on the basis of 100% time-in-lieu for the time the Teacher is performing duties and 50% during the time the Teacher is on call and available to perform duties.

(e) Time-in-lieu should be granted in the fortnight in which it is accrued. Where this is not possible, it may be granted at any other time prior to the end of the school year.

(f) 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 normal rate of pay.

(g) Unless otherwise agreed between the Employer and the Teacher, where accrued time-in-lieu has not been granted to a Teacher by 1 March of the following school year the Principal, as the Employer's representative must:
    (i) grant time-in-lieu equivalent to the time owed, commencing immediately; or
    (ii) pay the Employee for the time owed at 150% of the Employee's normal rate of pay.

## 64.8 Implementation

Clause 64 will take effect immediately upon the commencement of this Agreement except as follows:

(a) hours of work (clauses 64.4(c), (d) and (e)) will take effect from 1 January 2023;
(b) the structure of the teaching week (clause 64.5) will take effect from 1 January 2023;

(c) time-in-lieu (clause 64.7) will take effect from the commencement of this Agreement with the exception of the time-in-lieu arrangements for school camps which will commence from 1 January 2023.

# 65 Positions of Leadership

## 65.1 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.

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

## 65.2 Positions of Leadership – pool arrangements

Each school shall expend an amount on Positions of Leadership allowances from a Position of Leadership Pool. The minimum amount of the Positions of Leadership Pool will be calculated on the basis of the number of students as follows:

| Level | 2023 | 2024 | 2025 |
|---|---|---|---|
| | | | |
| | | | |
| Secondary | $145 | $150 | $155 |

## 65.3 Positions of Leadership – allowances

(a) Subject only to the following provisions of this clause, the Position of Leadership Allowances set out in Schedule 2, Table 1 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 except where 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.

### 65.4 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.

### 65.5 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 65.4(a) with respect to tenure of less than two years. Where such a variation is proposed the Union shall be given two weeks' notice prior to a vote being taken.

# PART 6
# Education Support Employees: Specific Conditions of Service

# Part 6 Education Support Employees: Specific Conditions of Service

## 66 Classification and salary

### 66.1 Translation

(a) On 4 July 2022 and subject to the approval of this Agreement, Education Support Employees (non School Services stream) will translate in accordance with Schedule 4, Table 2.

(b) On 4 July 2022 and subject to the approval of this Agreement, Education Support Employees (School Services stream) will translate in accordance with Schedule 4, Table 3.

### 66.2 Commencement salary

(a) The commencement salary of an Education Support Employee will be the lowest subdivision of their classification or at that subdivision which is commensurate with their years of experience. The Employee will be credited with one year of approved experience for each year of experience within their classification where the Employee has six months of approved experience in any incremental cycle.

(b) The Employer will notify the Education Support Employee of the evidence required to demonstrate previous experience that would satisfy a reasonable person. If the Employee has not provided the evidence to the Employer after 26 weeks, any back payment will not exceed 26 weeks. The Employer may grant an extension where the Employee can demonstrate they have made reasonable endeavours to obtain evidence of their experience.

### 66.3 Categories of Education Support Employees

(a) A Category A Education Support Employee is one who normally works 48 weeks per year and receives four weeks' paid annual leave per year in accordance with clause 25;

(b) A Category B Education Support Employee is one who normally works during the school term time only and receives paid non-term weeks in accordance with clause 25;

(c) A Category C Education Support Employee is one who normally works 45 weeks per year and receives seven weeks' paid annual leave in accordance with clause 25. The Employer must notify the Employee of the weeks of leave at the start of each school year.

### 66.4 Category A

A full-time Category A Education Support Employee shall be paid within the appropriate level specified in Schedule 1, Table 4.

### 66.5 Category B

A Category B Education Support Employee's weekly rate of pay shall be calculated according to the following formula:

$$\text{Category B weekly rate} = \text{Category A weekly rate} \times \frac{48}{52}$$

### 66.6 Category C

A Category C Education Support Employee's weekly rate of pay shall be calculated according to the following formula:

$$\text{Category C weekly rate} = \text{Category A weekly rate} \times \frac{50}{52}$$

### 66.7 Part-time

A part-time Education Support Employee's weekly rate of pay shall be calculated according to the following formula:

$$\text{Category A, B or C weekly rate} = \frac{\text{Hours worked per week}}{38}$$

### 66.8 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 clause 74, dividing by 38 and adding a loading of 33.3% to the nearest 10 cents.

(b) A Casual Education Support Employee (School Services stream) must be paid for a minimum of four hours for any attendance.

(c) A Casual Education Support Employee (other than a School Services stream) must be paid for a minimum of two hours for any attendance.

### 66.9 Reclassification

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.

### 66.10 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 be classified at not less than Education Support Level 2 and paid in accordance with Schedule 1, Table 4, 5 or 6 as appropriate.

(b) Where an Employee is employed as a registered nurse (degree qualified) to provide health counselling, health education and acting 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 Education Support Level 3 and paid in accordance Schedule 1, Table 4, 5 or 6 as appropriate.

## 67 Hours of work

### 67.1 Education Support Employees

(a) A full-time Education Support Employee is one whose ordinary hours of work are 38 hours 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 67.5 shall apply.

(c) Hours of work shall be scheduled between Monday and Friday:
  (i) for an Education Support (Schools Services stream) Employee: between 7.00 am and 6.00 pm;
  (ii) for all other Education Support Employees: between 8.00 am and 6.00 pm.

### 67.2 Part-time Education Support Employees

A part-time Education Support Employee is one whose ordinary hours of work are less than 38 hours in that school, not being a Casual Education Support Employee.

### 67.3 Breaks

(a) 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.

(b) 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.

(c) The timing of such recesses can be varied by mutual agreement.

(d) 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;
  (iii) the arrangement does not reduce the Employee's FTE or income.

### 67.4 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.

### 67.5 Overtime

All time worked by Education Support Employees in excess of the weekly hours for which one is employed shall be paid a loading of 33.3% on the normal hourly rate. The number of hours may only exceed three by mutual agreement.

### 67.6 Time-in-lieu

(a) An Education Support Employee with an entitlement under clause 67.5 may elect, with the consent of the Employer, to take time-in-lieu of payment for overtime at a time or times agreed with the Employer.

(b) Overtime taken as time-in-lieu during ordinary time hours shall be taken at the appropriate rate for all other overtime as specified in clause 67.5.

(c) The Employer shall, if requested by an Education Support Employee, provide payment at the rate provided for the payment of overtime in this Agreement for any overtime worked under clause 67.5 where such time has not been taken within four weeks of accrual.

# 68 Specific provisions: Education Support Employees (School Services stream)

## 68.1 Averaging of hours

(a) The Employer and an Education Support Employee (School Services stream) may agree that the ordinary hours of work provided by clause 67.1 will be worked as a 19-day month, in which case the following provisions shall apply:
  (i) each Education Support Employee (School Services stream) 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 Education Support Employee (School Services stream) shall accrue 24 minutes for each eight-hour day worked by the Employee to give them an entitlement to take a rostered day off;
  (iii) each day of paid leave taken by the Employee (but not including Long Service Leave or any period of stand down, 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 this clause;
  (iv) rostered days off shall not be regarded as part of the Employee's Annual Leave for any purpose;
  (v) the Employee shall not be entitled to more than 12 paid rostered days off in any 12 months of consecutive employment;
  (vi) an Employee 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 Employee has accrued in accordance with clause 68.1(a)(ii);
  (vii) an Employee whose employment is terminated in the course of a four-week cycle shall be paid a pro-rata amount for the time accrued in the cycle in accordance with clause 68.1(a)(ii);
  (viii) rostered days off shall be scheduled by mutual agreement;
  (ix) the Employee shall be advised by the Employer at least four weeks in advance of the day on which the Employee is to be rostered off duty;
  (x) the Employee, following the provision of notice and with the agreement of the Employer, substitute another day for the day on which the Employee is scheduled to be rostered off duty;
  (xi) an Employee required to work on their rostered day off shall be paid in accordance with the provisions of clause 68.2, and shall also receive another rostered day off in lieu.

## 68.2 Overtime

(a) Overtime is payable as follows:
  (i) at the rate of time and a half for overtime worked Monday to Friday in excess of:
    a. 7 hours 36 minutes per day (or eight hours in respect of an Employee in receipt of a rostered day off);

b. 38 hours per week (or 40 hours per week in respect of an Employee in receipt of a rostered day off);

exclusive of meal breaks.

(ii) at the rate of time and a half with a minimum payment of four hours where an Education Support Employee (School Services stream) is required to work overtime which is not continuous with ordinary hours, or is on a day which they would not have been required to work.

(iii) at the rate of double time for all hours worked between midnight Saturday and midnight Sunday.

(iv) at the rate of double time and one half for all hours worked on a Public Holiday.

(b) An Employee who works so much overtime between the termination of their ordinary work on one day and the commencement of their ordinary work on the next day that they have not had at least ten consecutive hours off duty between those time shall be released after completion of such overtime until they have had ten consecutive hours off duty without loss of pay. If on the instruction of the Employer, an Employee resumes or continues work without having had ten consecutive hours off duty, they shall be paid at the rate of double time until they are released from duty for such period, and then be entitled to be absent until they have had ten consecutive hours off duty without loss of pay.

### 68.3 Time-in-lieu

(a) An Education Support Employee (School Services stream) with an entitlement under clause 68.2 may elect, with the consent of the Employer, to take time-in-lieu of payment for overtime at a time or times agreed with the Employer.

(b) Overtime taken as time-in-lieu during ordinary time hours shall be at the appropriate rate specified in clause 68.2(a).

(c) An Employer shall, if requested by an Education Support Employee (School Services stream), provide payment at the rate provided for the payment of overtime in this Agreement for any overtime worked under clause 68.2(a) where such time has not been taken within four weeks of accrual.

### 68.4 Shift penalties

(a) Where the Employer requires an Education Support Employee (School Services stream) 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 the Employer requires an Education Support Employee (School Services stream) 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, the Employer requires an Education Support Employee (School Services stream) 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 an Education Support Employee (School Services stream) wishes to work outside the spread of hours and this is not required by the Employer, the Education Support Employee (School Services stream) 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 Education Support Employee (School Services stream) must give two days' notice of reversion to the Employer's required starting and finishing times.

### 68.5 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) An Education Support Employee (School Services stream) working a broken shift shall be paid 15% additional to the ordinary rate of pay for all time worked.

### 68.6 On call / Recall

(a) An on-call allowance will be paid to an Employee who is required by the 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) An Education Support Employee (School Services stream) recalled to work shall be paid for a minimum period of four hours.

(c) An Education Support Employee (School Services stream) on approved annual leave or non-term weeks may not be required to work or be on call during that period.

## 68.7 Breaks

(a) Education Support Employees (School Services stream) 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) Education Support Employees (School Services stream) shall be entitled to school recesses without deduction of pay where these fall within the hours of the Education Support Employee's (School Services stream) employment.

(c) The timing of such recesses can be varied by mutual agreement.

(d) Where the paid recess is longer than 20 minutes, the Education Support Employee (School Services stream) 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;
   (iii) the arrangement does not reduce the Employee's FTE or income.

## 68.8 Make-up time

Education Support Employees (School Services stream) 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.

## 68.9 Notice of hours

(a) The Employer shall advise the Education Support Employee (School Services stream) 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 Employee. 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 such seven days' notice shall not be required if any change of hours is by mutual agreement between the Employer and the Employee.

(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 Employee.

(c) Nothing in this clause prevents an agreement between the Employer and an Education Support Employee (School Services stream) 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.

# 69 Classification Descriptions – Education Support

## 69.1 General work description – 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 generally accepted concepts, principles and standards in well-defined areas. Solves relatively simple problems with reference to established techniques and practices. Will sometimes choose between a range of straightforward alternatives.

### (c) Direction

Close supervision or, in the case of more experienced Employees, routine supervision of straightforward tasks; close supervision of more complex tasks.

### (d) Supervision

Supervision is generally required to:
(i) establish general objectives relative to specific tasks;
(ii) outline the desired end product; and
(iii) identify potential resources for assistance.

Roles at this level do not supervise students without a higher level Education Support Employee, Teacher or Principal being present.

### (e) Qualifications and experience

(i) The Level 1 classifications do not require a qualification or prior experience upon engagement.
(ii) 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 or trade school), with practical work experience and on the job training will be classified as a Level 1 Employee as a School Administrative Services and/or Student Support Employee.

### (f) Occupational equivalent

(i) Trainee (e.g. Information and Communications Technology, Teacher Aide, Administration etc.)

(ii) Cleaner
(iii) Canteen and Retail Services
(iv) Building and Maintenance
(v) Gardening and Groundskeeping
(vi) Transport Services.

## 69.2 General work description – Level 2

### (a) Competency

Competency at this level may include Level 1 competencies. 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. Some tasks may require limited creative, planning or design functions.

### (b) Judgement, independence and problem solving

(i) 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.
(ii) Roles may require an Employee to:
   a. apply diagnostic skills, theoretical knowledge and techniques to a range of procedures and tasks; and/or
   b. undertake tasks requiring expertise in a specialist area or a broad knowledge of a range of functions.

### (c) Direction

(i) 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.
(ii) Some positions will require routine supervision to general direction depending upon experience and the complexity of the tasks.

### (d) Supervision

Roles at this level may be required to:
(i) supervise students while performing their normal duties but may not be used instead of a Teacher;
(ii) supervise other Employees at lower levels and within the general work area.

**(e) Qualifications and experience**

Level 2 duties typically require a skill level which assumes and requires relevant knowledge or training equivalent to:

(i) completion of Year 12 or a Certificate I or II, with relevant experience and or education/training; or
(ii) completion of a Trades Certificate or Certificate III; or
(iii) an equivalent combination of relevant experience and/or education/training.

**(f) Occupational equivalent**

(i) Administration Officer
(ii) Data Entry Officer
(iii) Finance Officer
(iv) Learning Support Officer (Teacher/Integration Aide)
(v) Library Assistant
(vi) AV Assistant
(vii) ICT Assistant
(viii) Laboratory Assistant
(ix) Technology / Resource Centre Assistant
(x) First Aid Officer
(xi) Enrolled Nurse
(xii) Wellbeing Officer / Counsellor / Chaplain
(xiii) Building and Maintenance
(xiv) Gardening and Groundskeeping.

**69.3 General work description – Level 3**

**(a) Competency**

(i) Competency at this level may include Level 1 and 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.
(ii) An Employee at this level will have a depth or breadth of expertise developed through extensive relevant experience and application, and performs 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 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 generally have scope to undertake some or all of the following in their area:
   a. innovate within own function and take responsibility for outcomes;
   b. design, develop and test equipment, systems and procedures;
   c. participate in planning involving resources used and developing proposals for resource allocation;
   d. exercise high level diagnostic skills on sophisticated equipment or systems; and/or
   e. analyse and report on data and experiments.

**(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:
(i) supervise students while performing their normal duties but may not be used instead of a Teacher;
(ii) supervise other Employees at lower levels and within the general work area.

**(e) Qualifications and experience**

Level 3 duties typically require a skill level which assumes and requires knowledge or training equivalent to:
(i) completion of a degree without relevant work experience;
(ii) completion of an advanced diploma qualification and at least one year's relevant work experience;
(iii) completion of a diploma qualification and at least two years' relevant work experience;
(iv) completion of a Certificate IV and extensive relevant work experience; or
(v) an equivalent combination of relevant experience and/or education/training.

**(f) Occupational equivalent**

(i) Administration Coordinator
(ii) Finance Coordinator
(iii) Compliance Coordinator
(iv) Library Technician
(v) Human Resources Coordinator
(vi) Student Services Coordinator

(vii) AV Coordinator
(viii) ICT Coordinator
(ix) Laboratory Technician
(x) Technology / Resource Centre Technician
(xi) Registered Nurse
(xii) Psychologist.

## 69.4 General work description – Level 4

### (a) Competency

(i) Competency at this level may include Level 1 to 3 competencies. In addition, competency at this level operates within broad principles set by management.
(ii) An Employee at this level is expected 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 and/or liaise with the general community, government agencies or service providers.

### (b) Judgement, independence and problem solving

Roles at this level will generally require Employees to be able to:
(i) independently relate existing policy to work assignments and apply a specific body of knowledge to solve problems;
(ii) use theoretical principles in modifying and adapting techniques.

### (c) Direction

Broad direction, working with a degree of autonomy.

### (d) Supervision

Roles at this level may be required to:
(i) supervise students while performing their normal duties but may not be used instead of a Teacher;
(ii) coordinate or manage a specific functional responsibility and/or manage other Employees including administrative, technical and/or professional Employees.

### (e) Qualifications and experience

Level 4 duties typically require a skill level which assumes and requires knowledge or training equivalent to:
(i) a degree with relevant work experience;
(ii) extensive experience and/or management expertise in the relevant field; or

(iii) an equivalent combination of relevant experience and/or education/training.

**(f) Occupational equivalent**

(i) Administration Manager
(ii) Finance Manager
(iii) Compliance Manager
(iv) Librarian in Charge
(v) Human Resources Manager
(vi) Student Services Manager
(vii) AV Manager
(viii) ICT Manager
(ix) Laboratory Manager
(x) Technology / Resource Centre Manager
(xi) Registered Nurse
(xii) Psychologist.

## 69.5 General work description – Level 5

**(a) Competency**

(i) Competency at this level may include Level 1 to 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 an ability to achieve objectives operating within complex organisational structures.
(ii) 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.

**(b) Judgement, independence and problem solving**

(i) Roles at this level may generally require Employees to develop of 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.
(ii) Employees exercise initiative in the application of professional practices demonstrating independent discretion and judgement.

**(c) Direction**

(i) Little or no supervision is required.
(ii) Generally reports directly to the Principal.

**(d) Supervision**

Roles at this level may be required to:

(i) supervise students while performing their normal duties but may not be used instead of a Teacher;

(ii) have management responsibility for a functional area and/or manage other Employees including administrative, technical and/or professional Employees.

**(e) Qualifications and experience**

Level 5 duties typically require a skill level which assumes or requires:

(i) postgraduate qualifications or progress towards postgraduate qualifications and extensive experience;

(ii) extensive experience and/or management expertise; or

(iii) an equivalent combination of relevant experience and/or education/training.

**(f) Occupational equivalent (secondary school only)**

(i) Administration Manager
(ii) Finance Manager
(iii) Compliance Manager
(iv) Student Services Manager
(v) Human Resources Manager
(vi) ICT Manager
(vii) Psychologist.

## 69.6 General work description – Level 6

**(a) Competency**

(i) Competency at this level may include Level 1 to 5 competencies. In addition, competency at this level generally requires Employees to make significant decisions relating to the program, budget and staff relating to their area of designated responsibility within the framework of the school's strategic plan, budget and policy.

(ii) A role at this level will generally be a member of school leadership, accountable for key areas of function(s) within a school, including the achievement of established school objectives.

**(b) Judgement, independence and problem solving**

Roles at this level have the authority to make significant decisions relating to the program, budget and staff relating to their area of designated responsibility within the framework of the school's strategic plan, budget and policy.

**(c) Direction**

(i) No supervision is required.
(ii) Generally reports directly to the Principal.

**(d) Supervision**

Roles at this level may be required to:
(i) supervise students while performing their normal duties but may not be used instead of a Teacher;
(ii) have management responsibility for a functional area and/or manage other Employees including administrative, technical and/or professional Employees.

**(e) Qualifications and experience**

Level 6 duties typically require a skill level which assumes or requires:
(i) postgraduate qualifications and extensive experience;
(ii) extensive experience and/or management expertise; or
(iii) an equivalent combination of relevant experience and/or education/training.

**(f) Occupational equivalent (secondary school only)**

(i) Area / Unit Manager.

# 70 Typical Duties – Education Support

## 70.1 Education Support – Level 1

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.

**(a) School Administrative Services**

(i) performing a reception function, including providing information, making appointments and bookings, responding to enquiries from parents, guardians, carers, students, Employees and the general public in accordance with school procedures;
(ii) undertaking a wide range of secretarial and clerical duties, including word processing, maintain email and computerised records, taking of minutes and writing of reports (as directed);
(iii) performing duties involving the inward and outward movement of mail, copying, maintaining and retrieving records, straight forward data entry and retrieval;
(iv) operating routine office equipment, such as a laptop and other

electronic devices, computer, photocopier, scanner, binding machine, laminator, guillotine;

(v) assisting with the preparation of internal and external publications;

(vi) monitoring and maintaining stock levels of stationery/materials within established parameters, including re-ordering;

(vii) carrying out financial transactions such as receipting, banking and petty cash.

**(b) Student Support**

(i) assisting student learning in specified learning areas and tasks, either individually or in a group, under the specific direction and supervision of a Teacher or a higher level Employee;

(ii) providing general assistance of a supporting nature to Teachers on a directed basis;

(iii) providing basic physical, social and emotional care for students e.g. toileting, meals and lifting;

(iv) assisting with clerical duties associated with regular school activities e.g. student records, equipment records;

(v) assisting with the collection, preparation and distribution of learning materials;

(vi) providing limited assistance with communication between Teachers and non-English speaking parents, guardians, carers/students;

(vii) assisting in interpreting and/or translating of basic, non-complex documents.

**(c) School Services stream**

*General*

(i) performing general tasks in a specific function area i.e. building and maintenance, gardening and groundskeeping, cleaning services, canteen and retail services;

(ii) maintaining booking and repair/replace systems for equipment;

(iii) routine ordering and maintenance of equipment and materials.

*Specific to Building and Maintenance*

(i) assisting in performing basic maintenance;

(ii) assisting in moving furniture and equipment;

(iii) assisting trades personnel with manual duties;

(iv) removing cuttings, raking leaves, cleaning/emptying litter bins, cleaning gutters/drains/culverts;

(v) performing non-trade tasks incidental to the Employee's work.

*Specific to Gardening and Groundskeeping*

(i) assisting in performing general gardening tasks, including preparation of grounds, outdoor sporting facilities and undertaking planting;
(ii) assisting in performing horticultural duties in areas such as sports playing fields, garden maintenance and foliage control;
(iii) assisting in outdoor maintenance;
(iv) assisting trades personnel with manual duties;
(v) assisting in performing gardening duties such as the planting and trimming of trees, sowing, planting and cutting of grass and the watering of plants, gardens, trees, lawns and displays;
(vi) removing cuttings, raking leaves, cleaning/emptying litter bins, cleaning gutters/drains/culverts;
(vii) assisting in performing routine maintenance of turf, synthetic, artificial and other play surfaces;
(viii) performing non-trade tasks incidental to the Employee's work.

*Specific to Cleaning Services*

(i) assisting in performing a range of industrial cleaning tasks;
(ii) cleaning, dusting and polishing in classrooms and/or other areas of the school;
(iii) performing non-trade tasks incidental to the Employee's work.

*Specific to Canteen and Retail Services*

(i) assisting in a school retail facility, such as a canteen, uniform shop or book shop;
(ii) assisting in undertaking food preparation and cooking duties including the assembly, preparation and measurement of food items;
(iii) cleaning and tidying the canteen and equipment;
(iv) performing non-trade tasks incidental to the Employee's work.

*Specific to Transport Services*

(i) driving a school bus with a carrying capacity of 25 or more passengers.

## 70.2 Education Support – Level 2

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.

### (a) Administrative Services

(i) providing administrative support to management personnel, including arranging appointments, diary and calendar management and

preparing both confidential and general correspondence;

(ii) liaising with, and managing enquiries from parents, guardians, carers, students, Employees and the general public in accordance with school procedures;

(iii) using computer software packages, including desktop publishing, spreadsheets, database and/or web software, at an advanced level;

(iv) preparing government and statutory authority returns for authorisation;

(v) maintaining the school's financial records, including:

a. entering and retrieving financial data and preparing financial and management reports for review and authorisation;

b. undertaking bank and ledger reconciliations;

c. preparing financial documentation and data for the budget;

d. maintaining accounting bookkeeping records;

(vi) preparing monthly summaries of debtors and creditors ledger transactions with reconciliations;

(vii) reconciling school spending against budget;

(viii) applying inventory and purchasing control procedures;

(ix) administering the personnel function for a school using a payroll bureau, or in a small school, including:

a. maintaining personnel records;

b. calculating and maintaining wage and salary records;

c. providing standard information and advice to staff on salaries and basic details of their conditions of employment;

d. calculating staff entitlements e.g. Positions of Leadership, leave, benefits.

**(b) Student Support**

(i) assisting student learning, where discretion and judgement is 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);

(ii) participate in the monitoring, evaluation and reporting of student learning and programs;

(iii) work with students to enable them to use specialised augmentative communication and adaptive technology to enhance student access to the curriculum;

(iv) under the general supervision and direction of teaching staff, undertake specialist assistance to students in specific learning areas e.g. languages, technology, the Arts;

(v) under the general supervision and direction of teaching staff, undertake learning support activities involving specialist cultural understanding and skills, e.g.:

a. assisting students with classroom activities;

b. supporting Teachers to understand the educational, health and welfare needs of Koori and refugee students;

c. acting as a cultural support person or mentor;
d. assisting in the delivery of culturally inclusive curriculum;

(vi) providing basic support to students within defined principles and parameters;

(vii) assisting in wellbeing programs and/or supporting a Chaplaincy program.

**(c) Curriculum Resource Services**

*General*

(i) applying specialised knowledge in specific function area i.e. science laboratory, Information and Communications Technology (ICT) support, library;

(ii) 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;

(iii) applying technical and/or scientific principles to enable the performance of a variety of inter-related technical tasks;

(iv) evaluating and making recommendations for the purchase of technical or computer equipment;

(v) assist with training and/or instruction in respect to technical systems or scientific processes;

(vi) maintaining booking and repair/replace systems for equipment;

(vii) routine ordering and maintenance of equipment and materials.

*Specific to Library/AV Services*

(i) 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;

(ii) maintaining, controlling, operating and demonstrating the use of audio-visual equipment, where there is limited complexity, including assisting with audio and video recording;

(iii) assisting students and Teachers to use the catalogue and/or locate books and resource materials;

(iv) explaining the function and use of library and library equipment to students;

(v) maintaining catalogues of recorded programs in accordance with established routines, methods and procedures;

(vi) under direction, assisting teaching staff to take story groups;

(vii) searching and identifying fairly complex bibliographic material;

(viii) answering ready references inquiries;

(ix) operating a wide range of audio-visual or computer equipment;

(x) demonstrating and explaining the routine operation of audio-visual, computer and other similar equipment;

(xi) recording materials by means of sound and photographic equipment, etc.

*Specific to Laboratory*

(i) caring for flora and fauna;
(ii) preparing teaching aids under direction;
(iii) preparing standard solutions and less complex experiments;
(iv) providing technical support to Teachers;
(v) evaluating and making recommendations for the purchase of technical or computer equipment;
(vi) implementing measures for proper storage control and handling or disposal of dangerous or toxic substances;
(vii) culturing, preparing for use and being responsible to the relevant manager for the security of bacterial, viral or other like substances;
(viii) within a defined range of contexts, where the choice of actions is clear, maintaining scientific equipment, materials and specimens;
(ix) assisting with the design/demonstration of experiments and scientific equipment, as directed;
(x) routine ordering of supplies and materials.

*Specific to Information and Communications Technology (ICT)*

(i) assisting with training and develop training guides for staff and students;
(ii) responding to faults in the first instance.

**(d) School Services stream**

*General*

(i) applying specialised knowledge in specific function area i.e. building and maintenance, gardening and groundskeeping, cleaning services, canteen and retail services;
(ii) undertaking responsibility, assistance and guidance for other Employees in the work area;
(iii) assist in the planning, scheduling and supervision of all aspects of building and maintenance;
(iv) providing specialised knowledge that is relied upon to deliver operational services;
(v) applying technical and/or scientific principles to enable the performance of a variety of inter-related technical tasks;
(vi) evaluating and making recommendations for the purchase of equipment;
(vii) conducting training and instruction to school colleagues within the technical field;
(viii) cleaning and inspecting machinery and equipment after each use and reporting any problems to the appropriate manager;

(ix) in trades positions, performance of a range of construction, maintenance and repair tasks, using precision hand and power tools and equipment. In some cases this will involve familiarity with the work of other trades or require further training;
(x) responsibility for planning, scheduling and supervising all aspects of work area.

*Specific to Building and Maintenance*

(i) performing general maintenance work which includes the use of trade accredited skills in areas such as carpentry, plumbing or electrical services;
(ii) performing range of maintenance tasks with higher degree of skill.

*Specific to Gardening and Groundskeeping*

(i) responsibility for the maintenance of gardens, sports grounds and/or facilities which includes the use of accredited trade skills in areas such as horticulture, gardening or in the maintenance of sports grounds;
(ii) responsibility for operating, maintaining and adjusting turf machinery, as appropriate.

## 70.3 Education Support – Level 3

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.

### (a) Administrative Services

(i) responsibility for the efficient clerical and/or financial administration of a unit;
(ii) providing designated high level support to senior school leadership, including initiating complex or confidential reports, documents and correspondence;
(iii) administering the personnel function in a school, including:
    a. maintaining personnel records;
    b. calculating and maintaining wage and salary records.
(iv) coordinating and/or administering the general financial operations of a unit;
(v) providing high level assistance to a Secondary Business Manager/Accountant/Principal in the preparation of supporting data, reports and other documentation for financial/budgetary decision making purposes;
(vi) responsibility for functions such as:
    a. preparing the accounts of a school to operating statement stage;
    b. using advanced techniques and methods to analyse and interpret

the financial statements and formulating period and year end entries;

c. monitoring and managing debtors;

(vii) coordinating the work of Education Support Employees (School Services stream).

**(b) Student Support**

(i) undertaking specialist intervention strategies requiring advanced training and expertise;
(ii) coordinating the work of a specialised unit in a school;
(iii) providing standard professional services within defined organisational parameters under general guidance from senior staff;
(iv) providing professional reports requiring factual analysis, including assessments and recommendations for consideration by others;
(v) providing standard clinical professional services to students within the parameters of school policy and guidelines;
(vi) conducting basic training and instruction related to the professional field for school colleagues;
(vii) working as a provisionally registered Psychologist;
(viii) actively working within and for the school community to assist in creating a culturally inclusive and supportive environment through such duties as:
   a. engaging actively with parents, guardians, carers, and local aboriginal or refugee communities, agencies and networks;
   b. assisting in the professional learning of Teachers;
   c. assisting the organisation of cultural activities.

**(c) Curriculum Resource Services**

*General*

(i) undertaking some responsibility for other Employees in the work area;
(ii) providing assistance or guidance to other Employees in the work area;
(iii) exercising judgement and discretion in providing technical assistance in the operation of a library, laboratory, or technology centre;
(iv) exercising discretion and judgement in assisting students and Employees to access information and to use equipment in a library, laboratory or a technology centre;
(v) assisting with the planning and organisation of a laboratory or technology centre and fieldwork;
(vi) investigating and reporting on the efficiency and effectiveness of system design;
(vii) conducting training and instruction to school colleagues within the technical field;
(viii) regularly interacting with a range of external or internal clients to provide advice or specialist information.

*Specific to Library/AV Services*

(i) preparing descriptive cataloguing for library materials;
(ii) supervising the operation of circulation systems;
(iii) answering reference and information inquiries, other than ready reference;
(iv) providing advanced guidance in the use of information systems;
(v) producing advanced resource materials e.g. multi-media kits, video and film clips;
(vi) teaching advanced audio-visual, computer and other technical skills to students and Teachers;
(vii) searching and verifying bibliographical data where judgement and discretion is involved;
(viii) assisting with supervision of students in the library where discretion and judgement is involved.

*Specific to Laboratory*

(i) providing technical assistance and advice, as requested;
(ii) testing of experiments and demonstrating experiments with Teachers.

*Specific to Information and Communications Technology (ICT)*

(i) advising Teachers and students on aspects of information technology and use in the school;
(ii) supervising and maintaining hardware and software components of a computer network, with appropriate support for users;
(iii) responding to faults requiring more detailed attention;
(iv) designing and implementing systems for computer networks and deploying a significant number of computers at a time without guidance.

## 70.4 Education Support – Level 4

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.

### (a) Administrative Services

(i) managing a significant functional unit with a diverse or complex set of functions and substantial resources;
(ii) coordinating or managing the administrative services across two or more campuses of a secondary school;
(iii) being responsible for the financial functions and/or team in a school;
(iv) providing high level financial advice and support and complex budget

advice and support.

**(b) Student Support**

(i) providing standard professional services at an experienced level within defined organisational parameters;
(ii) providing complex professional reports requiring in-depth factual analysis, including assessments and recommendations for consideration by others;
(iii) providing standard clinical professional services to students within the parameters of school policy and guidelines;
(iv) making decisions on complex intervention strategies that may have significant consequences for clients and their families.

**(c) Curriculum/Resource Services**

*General*

(i) 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;
(ii) being responsible for a significant and discrete functional unit, which ordinarily will involve the supervision of its staff;
(iii) liaising and negotiating to a significant degree with Teachers on curriculum matters;
(iv) providing expertise and leadership in policy and/or procedure development to guide the work of others, including Teachers;
(v) developing and delivering professional development programs for colleagues or other staff involved in a technical field.

*Specific to Library/AV Services*

(i) demonstrating and instructing students and Employees with respect to the use of complex audio-visual or computer equipment, using a variety of routines, methods and procedures, with a depth of knowledge in the requisite areas.

*Specific to Laboratory*

(i) designing and demonstrating more complex experiments within a variety of routines, methods and experiences under supervision of Teachers where discretion and judgement are required;
(ii) managing a science laboratory in a large or multi-campus secondary school 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 curriculum leaders' role was independent of the laboratory manager);

(iii) formulating and supervising experiments for colleagues or other staff involved in a scientific or technical field.

*Specific to Information and Communications Technology (ICT)*

(i) 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.

## 70.5 Education Support – Level 5

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.

### (a) Administrative Services

(i) leading and managing a significant functional unit with a diverse or complex set of functions and substantial resources in a large school.

### (b) Student Support

(i) managing at a high level the delivery of professional support services in a large school, including the development of policy and operational practices to guide the work of others.

### (c) Curriculum/Resource Services

*General*

(i) 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.

## 70.6 Education Support – Level 6 (secondary school only)

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.

*General*

(i) primary responsibility for the management of areas or functions within the school, each with significant budget, staff responsibilities or strategic importance;
(ii) authority to make significant decisions relating to the program, budget and staff relating to their area of designated responsibility within the

framework of the school's strategic plan, policies and budget;

(iii) responsibility for implementation of endorsed strategic school policy and/or procedure across functional areas;

(iv) providing leadership and guidance based on advanced professional or technical expertise;

(v) be a subject matter expert that conceptualises, initiates, implements, promotes and evaluates complex and innovative technical programs;

(vi) routinely advises the school leadership team on policy and/or procedure issues and solutions within a functional area;

(vii) develops technical or professional standards.

# APPENDIX 1
# Parental Leave and Related Entitlements

# Appendix 1 Parental Leave and related entitlements

## 1 General

### 1.1 Definitions

(a) **Adoption-related leave** means leave of either of the following kinds:
  (i) parental leave taken in association with the placement of a child for adoption;
  (ii) pre-adoption leave.

(b) **Appropriate safe job** see clause 2.6(b).

(c) **Birth-related leave** means leave of either of the following kinds:
  (i) parental leave taken in association with the birth of a child;
  (ii) special maternity leave.

(d) **Casual Employee** means an Employee employed under this Agreement on a casual basis and includes Casual Relief Teachers.

(e) **Catholic Education** see clause 5(c) 'Definitions' of this Agreement.

(f) **Concurrent leave** see clause 1.3(m).

(g) **Continuous service** see clause 6 of this Agreement.

(h) **Day of placement,** in relation to the adoption of a child by an Employee, means the earlier of the following:
  (i) the day on which the Employee first takes custody of the child for the adoption;
  (ii) the day on which the Employee starts any travel that is reasonably necessary to take custody of the child for the adoption.

(i) **Former position** see clause 4.6(k).

(j) **Half Pay Leave** see clause 1.4(i).

(k) **Keeping in touch day** see clause 3.2(c).

(l) **Ordinary rate of pay** see clause 5(l) 'Definitions' of this Agreement.

(m) **Pre-parental leave position** in relation to an Employee is:

  (i) the position the Employee held before starting the period of parental leave; or:
  (ii) was transferred to a safe job because of the pregnancy; or
  (iii) reduced their working hours due to the pregnancy.

(n) **Relevant date** see clause 1.2(b).

(o) **Required leave** see clause 2.5(b).

(p) **Risk period** see clause 2.6(a).

(q) **Spouse** see clause 5(t) 'Definitions' of this Agreement.

## 1.2 Eligibility

(a) An Employee, other than a Casual Employee, is entitled to leave under this Appendix where the Employee has completed at least three school terms or 30 term weeks' continuous service in Catholic Education immediately before the relevant date (see clause 1.2(b)).

(b) For the purpose of clause 1.2(a), the relevant date is the later of:
  (i) if the leave is birth-related leave and clause 1.2(b)(iii) does not apply – the date of birth, or the expected date of birth, of the child;
  (ii) if the leave is adoption-related leave and clause 1.2(b)(iii) does not apply – the day of placement, or the expected day of placement, of the child;
  (iii) 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.

*Fixed-term Employees' leave ends with contract*

(c) An Employee who is on a fixed-term contract and who meets the eligibility criteria in clause 1.2 is entitled to parental leave under this Appendix. Save that for a fixed-term Employee, that 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 clause 1.4(o) and (p) as to an eligible fixed-term Employee's paid parental leave and lump sum payments.

*Employees not eligible may take leave without pay*

(d) 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*

(e) An Employee is not entitled to adoption-related leave unless the child that is placed with the Employee for adoption:
  (i) is under 16 years of age as at the day of placement;
  (ii) has not lived continuously with the Employee for a period of 6 months or more as at the day of placement or proposed day of placement; and
  (iii) is not (otherwise than because of the adoption) a child or step child of the Employee or the Employee's spouse.

*Care of a child under a Permanent Care Program*

(f) This Appendix applies to an Employee who undertakes the care of a child through a placement under a Permanent Care Program (through the relevant Victorian Government Department). 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 clause 1.2(e)(ii) and (iii) apply to the placement of a child under a Permanent Care Program.

*Kinship and Foster Care*

(g) 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. For the purposes of this clause, Foster and Kinship Care includes:
  (i) Foster Caring, which is the temporary care of a child of up to 18 years of age on a short-term basis by an Employee who is an accredited foster carer.
  (ii) Kinship Care, which is temporary care provided by an Employee who is a relative or a member of the child's social network when the child cannot live with their parents.
  (iii) Aboriginal Kinship Care, which is temporary care provided by an Employee who is a relative or friend of an Aboriginal child who cannot live with their parents, where Aboriginal family and community and Aboriginal culture are valued as central to the child's safety, stability and development.

## 1.3 Period of leave

*Entitlement to 156 weeks of leave*

(a) An Employee is entitled to up to 156 weeks of parental leave if the leave is associated with:
  (i) the birth of a child of the Employee or the Employee's spouse; or
  (ii) the placement of a child with the Employee for adoption,

and the Employee will have a responsibility for the care of the child.

(b) Save for any periods of paid leave under clauses 1.4 and 1.5, the parental leave is unpaid.

(c) The maximum of 156 weeks of leave includes the following periods taken by the Employee:
  (i) unpaid parental leave;
  (ii) paid parental leave (clause 1.4);
  (iii) paid leave taken in conjunction with parental leave (clause 1.5);
  (iv) if applicable, required leave (clause 2.5(b));
  (v) keeping in touch days (clause 3.2(c)).

(d) 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.

(e) 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 clause 1.3(i)), unless otherwise agreed.

(f) The maximum of 156 weeks of leave does not include the following periods taken by the Employee:
  (i) special maternity leave (whether or not this is taken as paid personal leave) taken by the Employee while the Employee is pregnant in accordance with clause 2.4;
  (ii) paid no safe job leave taken in accordance with clause 2.6.

*Leave must be taken in single continuous period*

(g) The Employee must take parental leave in a single continuous period. The exceptions to this rule are concurrent leave, special maternity leave, leave commenced under clause 2.5, no safe job leave, paid work in Catholic Education and keeping in touch days.

*Timing of leave*

(h) If the period of parental leave taken by an Employee is one school term or more:
  (i) the Employee is encouraged to, so far as practicable, commence leave at the end of a school term; and
  (ii) 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.

(i) 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*

(j) If the leave is birth-related leave for an Employee who is pregnant with the child, the period of leave may start:
    (i) at any time within six weeks before the expected date of birth of the child; or
    (ii) earlier, if the Employer and Employee so agree;

    but must not start later than the date of birth of the child.

*When birth-related leave must start for other Employees*

(k) If the leave is birth-related leave but the Employee is not pregnant with the child, the period of leave must start:
    (i) on the date of birth of the child; or
    (ii) at any time within 156 weeks after the date of birth of the child, if the Employee has a spouse who:
        a. is on parental leave between the date of birth of the child and the start date of the leave; or
        b. is not employed 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*

(l) If the leave is adoption-related leave, the period of leave must start:
    (i) on the day of placement of the child; or
    (ii) at any time within 156 weeks after the day of placement of the child, if the Employee has a spouse who:
        a. is on parental leave between the day of placement of the child and the start date of the leave; or
        b. is not employed 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*

(m) 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.

(n) Unless the Employer agrees, the concurrent leave must not start before:
    (i) if the leave is birth-related leave – the date of birth of the child; or
    (ii) if the leave is adoption-related leave – the day of placement of the child.

(o) 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.

*Continuous service*

(p) The period of unpaid parental leave does not break the Employee's continuous service but it does not count as service.

### 1.4 Paid parental leave

(a) Paid parental leave is paid maternity leave, paid adoption leave or paid partner leave.

*Eligibility for paid parental leave*

(b) Subject to clause 1.4(c), an Employee who is eligible for a period of parental leave will be eligible for a period of paid parental leave.

(c) 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 term weeks of continuous service in order to be eligible for a subsequent period of paid parental leave.

*Paid maternity leave*

(d) If the leave is birth-related leave and the Employee is the female who has given birth to the child, the Employee is entitled to paid maternity leave of 16 weeks.

*Paid adoption leave*

(e) 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.

(f) 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 11 weeks of paid adoption leave and the first Employee's spouse may take five weeks of paid adoption leave.

*Paid partner leave*

(g) 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. Paid partner leave may be taken in two separate periods.

*Rate of pay*

(h) 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. The Employee is entitled to be paid what the Employee would have been paid had the Employee been at work during that period, including any pay increases as a result of incremental progression or otherwise.

*Half Pay Leave*

(i) 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.

(j) For the purposes of Half Pay Leave:
  (i) the *'initial period of paid maternity leave'*, means the entitlement to paid maternity leave as defined in clause 1.4(d); and
  (ii) the '*initial period of paid adoption leave*', means the entitlement to paid adoption leave, as defined in clause 1.4(e).

(k) When an Employee elects to receive Half Pay Leave:
  (i) 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, for an Employee who 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;
  (ii) 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 paid non-term weeks. 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

(iii) pursuant to clause 25.5(b) of this Agreement, the period of Half Pay Leave will result in a proportional adjustment to non-term week pay and leave loading using the formula under clauses 25.5(c) and 25.8 of this Agreement.

*The period of paid parental leave*

(l) The period of paid parental leave commences when the Employee commences unpaid parental leave in accordance with clauses 1.3(j) – (l) save that for birth-related leave a period of paid parental leave cannot commence earlier than 20 weeks into the pregnancy.

(m) 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 clauses 1.4(n)–(p), 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, the Employee will receive 10 weeks of paid parental leave (not the maximum 16 weeks).

*Fixed-term Employees*

(n) An Employee who is on a fixed-term contract and who meets the eligibility criteria in clause 1.4 is entitled to paid parental leave.

(o) 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 the fixed-term contract, the Employee will be entitled to be paid a lump sum equivalent to the remaining eight weeks' paid parental leave not taken.

(p) 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*

(q) A period of paid parental leave counts as service.

## 1.5 Interaction with paid leave

(a) Subject to clause 1.4(k)(ii), 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 week 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 week pay and resume after that period.

*Annual leave and long service leave*

(b) 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*

(c) Clauses 1.5(d) and (e) apply to an Employee who is entitled to payment during non-term weeks and who takes a period of parental leave.

(d) 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 week pay.

(e) 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 week pay, calculated in accordance with clause 25 of this Agreement.

*Public holidays*

(f) 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 week pay, the Employee will not receive separate payment for the public holiday as it is part of the non-term week 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*

(g) An Employee is not entitled to take paid personal/carer's leave or compassionate leave while the Employee is taking parental leave (with the exceptions of personal leave taken during a period of special maternity leave or personal leave taken during a period of long service leave as permitted by the long service leave provisions in this Agreement).

*Community services leave*

(h) 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*

(i) 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 1.3(e).

### 1.6 Miscarriage, still birth, child dies (birth-related leave)

(a) Clause 1.6 applies to birth-related leave only.

*Female pregnant beyond 20 weeks or already commenced leave*

(b) Clauses 1.6(c) and (d) apply to a female Employee:
  (i) whose pregnancy has proceeded for at least 20 weeks; or
  (ii) who has been pregnant for less than 20 weeks but has already commenced parental leave (other than special maternity leave).

(c) If the pregnancy of the Employee ends by miscarriage or the birth of a still born child, or the child is born and 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.

(d) 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.

*Female pregnant for less than 20 weeks and has not commenced leave*

(e) This clause applies to a female 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 or the birth of a still born child, the Employee will be entitled to special maternity leave under clause 2.4 and any other parental leave applied for will be cancelled.

*Employee has commenced leave and spouse has miscarriage, still birth, child dies*

(f) Clauses 1.6(g) and (h) apply to an Employee who has commenced parental leave and whose spouse has been pregnant.

(g) If the pregnancy of the Employee's spouse ends by miscarriage or the birth of a still born child, or if the child is born and 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.

(h) 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.

*Employee has not commenced leave and spouse has miscarriage, still birth or child dies*

(i) This clause 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 or the birth of a still born child, or if the child is born and later dies, 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 clause 1.6(j).

*Other arrangements*

(j) Nothing in clause 1.6 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.

## 1.7 Cancellation of placement, child dies (adoption-related leave)

(a) Clause 1.7 applies to adoption-related leave only.

*Cancellation of placement for adoption before leave commences*

(b) 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*

(c) If an Employee has commenced parental leave and either:
   (i) the placement of the child for adoption does not proceed; or
   (ii) 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.

(d) 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*

(e) Nothing in clause 1.7 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.

## 1.8 Superannuation

(a) An Employee is entitled to have superannuation contributions made in respect of the period of the Employee's parental leave for which they are the primary caregiver which occurs on or after the commencement of this Agreement.

(b) The quantum of superannuation contributions payable under this clause will be calculated based on:
   (i) the number of weeks of the Employee's parental leave for which they are the primary caregiver, capped at 52 weeks;
   (ii) the Employee's normal rate of pay for their pre-parental leave position; and

(iii) the applicable contribution rate under the *Superannuation Guarantee Administration Act 1992* (Cth) at the time the payment is made.

(c) The Employer will pay the superannuation contributions as follows:
(i) a monthly contribution whilst the Employee is on paid parental leave
(ii) a lump sum contribution at the conclusion of the 52-week period (provided the Employee continues to be employed at that time) or upon the Employee's return to work, whichever is sooner for the period of unpaid parental leave. This does not preclude payments to be made during the 52-week period where this is operationally more efficient for the Employer.

# 2 Before Leave

## 2.1 Notice and evidence

*Notice periods*

(a) An Employee must provide the Employer with written notice of the taking of parental leave at least 10 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.

(b) The notice must specify the intended or presumed start date and end date of the parental leave, and specify any parental leave to be taken by the Employee's spouse.

(c) The Employee shall notify the Employer as soon as reasonably practicable of any change to the intended start date of the leave.

*Evidence*

(d) The notice to the Employer in clause 2.1(a) must be accompanied by the following evidence:
(i) if the leave is birth-related leave, a medical certificate confirming the pregnancy and stating the expected date of birth of the child; or
(ii) 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*

(e) At least four weeks before the intended start date of the parental leave, the Employee must:
(i) confirm the intended start and end dates of the leave; or
(ii) 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*

(f) If an Employee takes a second or subsequent period of concurrent leave, clauses 2.1(a) to (e) do not apply. The Employee must give the Employer written notice of the taking of the second and any subsequent periods 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*

(g) Whilst an Employee is required to comply with the notice and evidence requirements of clause 2.1, the requirement is not a condition of eligibility for parental leave.

## 2.2 Pre-natal medical appointments

(a) An Employee who is pregnant is entitled to up to 38 hours' paid leave to attend pre-natal medical appointments.

(b) An Employee whose spouse is pregnant may access paid leave to a maximum of 15.2 hours for the period of the pregnancy to enable the Employee's attendance at routine medical appointments associated with the pregnancy.

## 2.3 Pre-adoption leave

*Entitlement to pre-adoption leave*

(a) 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*

(b) An Employee must give their Employer notice of the taking of unpaid pre-adoption leave. The notice must be given to the Employer as soon as practicable and must advise the Employer of the duration of the leave.

(c) The notice must be accompanied by evidence that would satisfy a reasonable person that the leave is taken to attend an interview or examination.

## 2.4 Special maternity leave

*Entitlement to special maternity leave*

(a) A female Employee is entitled to a period of unpaid special maternity leave if the Employee is not fit for work for a period because:
  (i) the Employee has a pregnancy-related illness; or
  (ii) the Employee has been pregnant, and the pregnancy ends within 28 weeks of the expected date of birth of the child otherwise than by the birth of a living child.

*Notice and evidence*

(b) An Employee must give their 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.

(c) The notice must be accompanied by a medical certificate stating that the leave is taken for one of the reasons specified in clause 2.4(a).

*Personal leave*

(d) An Employee entitled to a period of special maternity leave may elect to take any paid personal leave to which the Employee is entitled during that period (unless the leave is commenced under clause 2.5). 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.

## 2.5 Leave within 6 weeks of birth

*Employer may ask Employee to provide a medical certificate*

(a) 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:
  (i) a statement of whether the Employee is fit for work;
  (ii) if the Employee is fit for work – a statement of whether it is inadvisable for the Employee to continue in their present position during a stated period because of:
    a. illness, or risks, arising out of the Employee's pregnancy; or
    b. hazards connected with the position.

*Employer may require Employee to take parental leave*

(b) The Employer may require the Employee to take a period of parental leave (required leave) as soon as practicable if:
  (i) the Employee does not give the Employer the requested medical certificate within seven days after the request; or
  (ii) the Employee gives the Employer a medical certificate stating that the Employee is not fit for work; or
  (iii) the Employee gives the Employer a medical certificate stating that the Employee is fit for work, but that it is inadvisable for the Employee to continue in their 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*

(c) The period of required leave ends on the earlier of:
  (i) the end of the pregnancy;
  (ii) 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 2.1.

*Special rules about required leave*

(d) Required leave is an exception to the rules about when the Employee's period of parental leave must start and to the rule that the Employee must take their parental leave in a single continuous period.

(e) The Employee is not required to comply with notice and evidence requirements in relation to the required leave.

## 2.6 Transfer to a safe job and no safe job leave

*Application of this clause*

(a) Clause 2.6 applies to a pregnant Employee if the Employee gives their Employer a medical certificate stating that the Employee is fit for work, but that it is inadvisable for the Employee to continue in their present position during a stated period (risk period) because of:
  (i) illness, or risks, arising out of the pregnancy; or
  (ii) hazards connected with that position.

(b) 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*

(c) If 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.

(d) The Employer must pay the Employee for the safe job at the Employee's ordinary rate of pay for the position the Employee 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*

(e) If 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.

(f) 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*

(g) 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 2.6(b) apply, the Employer may require the Employee to commence parental leave.

*Special rules about paid no safe job leave*

(h) Paid no safe job leave is an exception to the rules about when the Employee's period of parental leave must start and to the rule that the Employee must take parental leave in a single continuous period.

(i) 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*

(j) If there is no appropriate safe job available and:
    (i) the Employee is not entitled to parental leave; and
    (ii) 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*

(k) The period of no safe job leave ends on the earlier of:
  (i) the end of the risk period;
  (ii) the end of the pregnancy;
  (iii) if the leave is paid no safe job leave – the start date of any parental leave (including any leave commenced under clause 2.5) or other leave connected with the birth of the child.

# 3 During Leave

## 3.1 Communication during parental leave

*Obligations of the Employer*

(a) 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:
  (i) 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
  (ii) 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*

(b) While on unpaid parental leave, the Employee must:
  (i) 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
  (ii) notify the Employer of any changes of address or other contact details which might affect the Employer's capacity to contact the Employee.

## 3.2 Paid work during parental leave

(a) The Employee must not perform work for the Employer during any period for which the Employee receives payment from the Employer (for example, paid parental leave, long service leave, annual leave).

(b) During a period of parental leave, an Employee who wishes to engage in paid work with another employer, must first obtain consent from the Employer. The Employer must not reasonably withhold consent.

*Keeping in touch days*

(c) An Employee may perform paid work for the Employer on a keeping in touch day during a period of parental leave. Such a day is a keeping in touch day if:
  (i) the purpose of performing the work is to enable the Employee to keep in touch with their employment in order to facilitate a return to work after the end of the period of parental leave; and
  (ii) both the Employee and the Employer consent to the Employee performing paid work for the Employer on that day; and
  (iii) the day is not within:
    a. 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
    b. otherwise – 42 days after the date of birth, or day of placement, of the child.

(d) 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.

(e) An Employee must not perform paid work on a keeping in touch day during any period for which the Employee receives payment from the Employer (for example, paid parental leave, long service leave, annual leave).

(f) 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 1.3(e).

### 3.3 Employee ceases care of child

(a) If an Employee on parental leave ceases to have any responsibility for the care of the child (other than in the circumstances of clauses 1.6 or 1.7), 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.

(b) Nothing in clause 3.3 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.

### 3.4 Replacement Employees

(a) Before an Employer engages an Employee to perform the work of another Employee who is taking parental leave, the Employer must notify the replacement Employee:
  (i) that the engagement to perform that work is temporary;

(ii) 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; and
(iii) 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; and
(iv) 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
(v) 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.

(b) 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.

(c) Nothing in clause 3.4 requires an Employer to engage a replacement Employee.

### 3.5 Subsequent pregnancy or adoption during leave

(a) If an Employee is on parental leave and either:
(i) the Employee or the Employee's spouse gives birth to another child; or
(ii) 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.

(b) 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.

(c) The Employee shall comply with the notice and evidence requirements under clause 2.1 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 1.4(b) and (c).

# 4 Returning to work

## 4.1 Timing of return to work

(a) 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.

(b) 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.

## 4.2 Changing the end date of leave

*First extension by giving notice to Employer*

(a) 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 1.3(e) 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*

(b) 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*

(c) 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.

## 4.3 Return to work guarantee

(a) On ending parental leave (including any special maternity leave), an Employee is entitled to return to:
   (i) the Employee's pre-parental leave position; or
   (ii) if that position no longer exists, a position commensurate with their qualifications and experience.

(b) 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.

### 4.4 Notice of return to work

(a) Clause 4.4 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 2.1(e).

(b) 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.

(c) If an Employer does not receive such notice from the Employee by the date in clause 4.4(b), the Employer may send written notice to the Employee requesting confirmation of the Employee's intentions.

### 4.5 Return to work arrangements

Where an Employee returns to work from parental leave, and requests arrangements for facilitating and accommodating breast feeding, the Employer will make reasonable arrangements.

### 4.6 Return to work part-time

(a) Subject to clause 4.6, 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*

(b) 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.

(c) The request for part-time work must:
  (i) be in writing;
  (ii) 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);
  (iii) set out details of the nature of part-time work sought;
  (iv) specify the start and end dates of the period of part-time work sought.

*Response to the request*

(d) 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.

(e) 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.

(f) Without limiting what are reasonable grounds related to the effect of the change on the workplace or the Employer's business, 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;
    (v) that the new working arrangements requested by the Employee would be likely to have a significant negative impact on customer service.

(g) The work to be performed part-time need not be the work performed by the Employee in their former position but must be work commensurate with the Employee's qualifications and experience.

*Part-time work agreement*

(h) 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:
    (i) that the part-time work agreement constitutes a temporary variation of the Employee's ongoing position;
    (ii) 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);
    (iii) the start and end dates of the period of part-time work; and
    (iv) that the part-time work agreement may be varied by consent.

(i) 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*

(j) If an Employee continues to be eligible under clause 4.6(b), the Employee may request a subsequent period or periods of part-time work. Clause 4.6 applies to any such subsequent requests as though they were an initial request for part-time work.

*End of part-time work*

(k) In clause 4.6, 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.

(l) 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:
    (i) the Employee's former position; or
    (ii) 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
# Supported Wage System

# Appendix 2 Supported Wage System

## 1.1 Supported Wage System

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

(a) **Accredited Assessor** means a person accredited by the management unit established by the Commonwealth under the supported wage system to perform assessments of an individual's productive capacity within the supported wage system.

(b) **Assessment instrument** means the form provided for under the supported wage system that records the assessment of the productive capacity of the person to be employed under the supported wage system.

(c) **Disability support pension** means the Commonwealth pension scheme to provide income security for persons with a disability as provided under the *Social Security Act 1991*, as amended from time to time, or any successor to that scheme.

(d) **Supported Wage System** means the Commonwealth Government system to promote employment for people who cannot work at full Award wages because of a disability, as documented in the *Supported Wage System in Open Employment Handbook*, as in force and amended from time to time.

## 2.1 Eligibility criteria

(a) Employees covered by this Appendix will be those who are unable to perform the range of duties to the competence level required within the class of work for which the Employee is engaged under this Agreement, because of the effects of a disability on their productive capacity and who meet the impairment criteria for receipt of a disability support pension.

(b) The Employee is not an existing Employee who has a claim against the Employer which is subject to the provisions of worker's compensation legislation or any provision of this Agreement relating to the rehabilitation of Employees who are injured in the course of their employment.

This Appendix does not apply to the Employer in respect of any facility, programme, undertaking, service or the like which receives funding under the *Disability Services Act 1986* (or any successor legislation) and fulfils the dual role of service provider and sheltered Employer to people with disabilities who are in receipt of or are

eligible for a disability support pension, except with respect to an organisation which has received recognition under s.10 or under s.12A of the *Disability Services Act 1986*, or if a part only has received recognition, that part.

**3.1 Supported wage rates**

(a) Employees to whom this Appendix applies will be paid the applicable percentage of the minimum rate of pay prescribed by this Agreement for the class of work which the person is performing according to the following Schedule:

| Assessed capacity | Minimum agreement rate for class of work |
|---|---|
| 10% | 10% |
| 20% | 20% |
| 30% | 30% |
| 40% | 40% |
| 50% | 50% |
| 60% | 60% |
| 70% | 70% |
| 80% | 80% |
| 90% | 90% |

(b) Provided that, the minimum amount payable will be not less than the minimum amount as provided for in the Fair Work Commission's annual National Minimum Wage decision as prescribed on 1 July each year.

(c) Where a person's assessed capacity is 10%, they will receive a high degree of assistance and support.

**4.1 Assessment of capacity**

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

(a) The Employer and the Union part to the Agreement, in consultation with the Employee or, if desired by any of these;
(b) The Employer and an accredited assessor from a panel agreed by the parties to the Agreement and the Employee.

**5.1 Lodgement of Assessment instrument**

(a) Assessment instruments under this Appendix, including the appropriate percentage of the Agreement rate of pay, will be lodged by the Employer with the Fair Work Commission.

(b) All Assessment instruments will be agreed and signed by the parties to the assessment, provided that:
  (i) where a union is not a party to the assessment the Fair Work Commission will forward a copy of the assessment to the union; and
  (ii) unless that union lodges an objection with the Fair Work Commission, the assessment will take effect after ten working days.

**6.1 Review of Assessment**

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

**7.1 Other terms and conditions of employment**

Where an Assessment has been made, the applicable percentage will apply to the wage rate only. Employees covered by the provisions of the Appendix will be entitled to the same terms and conditions of employment as all other workers covered by this Agreement.

**8.1 Workplace adjustment**

The Employer wishing to employ a person under the provisions of this Appendix will take reasonable steps to make changes in the workplace to enhance the Employee's capacity to do the job. Changes may involve re-design of job duties, working time arrangements and work organisation in consultation with other workers in the area.

**9.1 Trial periods and ongoing employment**

(a) In order for an adequate assessment of the Employee's capacity to be made, the Employer may initially employ a person under the provisions of this Appendix for a trial period not exceeding 12 weeks, except that in some cases additional work adjustment time (not exceeding four weeks) may be needed.

(b) During a trial period the assessment of capacity will be undertaken and the proposed wage rate for a continuing employment relationship will be

determined.

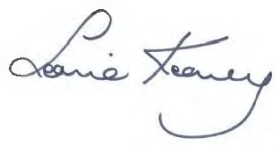
(c) The minimum amount payable to the Employee during the trial period will be no less than that set by the Fair Work Commission.

(d) Work trials should include induction or training as appropriate to the job being trialled.

(e) Where the Employer and Employee wish to establish a continuing employment relationship following the completion of the trial period, a further contract of employment will be entered into based on the outcome of the assessment.

# SIGNATORIES

## Signatories



**Leonie Keaney**
Chair, Board of Directors
Catholic College Sale Limited
51-53 Desailly St
Sale 3850

Date 10 November 2022

**Debra James**
General Secretary
Independent Education Union Australia
Victoria Tasmania
120 Clarendon Street
Southbank 3205

Date 10 November 2022

## Witnesses

**Chris Randell**
Principal
Catholic College Sale Limited
51-53 Desailly St
Sale 3850

Date 10 November 2022

**David Brear**
Deputy Secretary
Independent Education Union Australia
Victoria Tasmania
120 Clarendon Street
Southbank 3205

Date 10 November 2022

# SCHEDULE 1 – Salaries

# Table 1 – Secondary Deputy Principal Salaries

Secondary Deputy Principals will be paid the appropriate salary in **Table 1** in accordance with the table below.

**Table 1**

| Enrolment | Level | 4 July 2022 | 2 January 2023 | 3 July 2023 | 1 January 2024 | 1 July 2024 | 6 January 2025 | 7 July 2025 |
|---|---|---|---|---|---|---|---|---|
| 2,500+ | 4-4 | $186,321 | $188,184 | $190,066 | $191,967 | $193,887 | $195,826 | $197,784 |
| | 4-3 | $184,713 | $186,560 | $188,426 | $190,310 | $192,213 | $194,135 | $196,076 |
| | 4-2 | $183,105 | $184,936 | $186,785 | $188,653 | $190,539 | $192,445 | $194,369 |
| | 4-1 | $181,496 | $183,311 | $185,144 | $186,996 | $188,866 | $190,754 | $192,662 |
| 1,500 – 2,499 | 3-4 | $180,211 | $182,013 | $183,833 | $185,671 | $187,528 | $189,403 | $191,297 |
| | 3-3 | $178,497 | $180,282 | $182,085 | $183,906 | $185,745 | $187,602 | $189,478 |
| | 3-2 | $173,966 | $175,706 | $177,463 | $179,238 | $181,030 | $182,840 | $184,669 |
| | 3-1 | $169,376 | $171,070 | $172,780 | $174,508 | $176,253 | $178,016 | $179,796 |
| 700 – 1,499 | 2-4 | $161,722 | $163,339 | $164,972 | $166,622 | $168,288 | $169,971 | $171,671 |
| | 2-3 | $159,814 | $161,412 | $163,026 | $164,656 | $166,303 | $167,966 | $169,646 |
| | 2-2 | $154,700 | $156,247 | $157,809 | $159,387 | $160,981 | $162,591 | $164,217 |
| | 2-1 | $152,581 | $154,107 | $155,648 | $157,205 | $158,777 | $160,365 | $161,968 |
| 1 – 699 | 1-4 | $144,927 | $146,376 | $147,840 | $149,319 | $150,812 | $152,320 | $153,843 |
| | 1-3 | $143,593 | $145,029 | $146,479 | $147,944 | $149,423 | $150,917 | $152,427 |
| | 1-2 | $142,401 | $143,825 | $145,263 | $146,715 | $148,183 | $149,664 | $151,161 |
| | 1-1 | $141,066 | $142,477 | $143,902 | $145,341 | $146,794 | $148,262 | $149,745 |

# Table 2 – Secondary Business Manager Salaries

Secondary Business Managers will be paid the appropriate salary in **Table 2** in accordance with the table below.

**Table 2**

| Enrolment | Level | 4 July 2022 | 2 January 2023 | 3 July 2023 | 1 January 2024 | 1 July 2024 | 6 January 2025 | 7 July 2025 |
|---|---|---|---|---|---|---|---|---|
| 2,500+ | 4-4 | $186,321 | $188,184 | $190,066 | $191,967 | $193,887 | $195,826 | $197,784 |
| | 4-3 | $184,713 | $186,560 | $188,426 | $190,310 | $192,213 | $194,135 | $196,076 |
| | 4-2 | $183,105 | $184,936 | $186,785 | $188,653 | $190,539 | $192,445 | $194,369 |
| | 4-1 | $181,496 | $183,311 | $185,144 | $186,996 | $188,866 | $190,754 | $192,662 |
| 1,500 – 2,499 | 3-4 | $180,211 | $182,013 | $183,833 | $185,671 | $187,528 | $189,403 | $191,297 |
| | 3-3 | $178,497 | $180,282 | $182,085 | $183,906 | $185,745 | $187,602 | $189,478 |
| | 3-2 | $173,966 | $175,706 | $177,463 | $179,238 | $181,030 | $182,840 | $184,669 |
| | 3-1 | $169,376 | $171,070 | $172,780 | $174,508 | $176,253 | $178,016 | $179,796 |
| 700 – 1,499 | 2-4 | $161,722 | $163,339 | $164,972 | $166,622 | $168,288 | $169,971 | $171,671 |
| | 2-3 | $159,814 | $161,412 | $163,026 | $164,656 | $166,303 | $167,966 | $169,646 |
| | 2-2 | $154,700 | $156,247 | $157,809 | $159,387 | $160,981 | $162,591 | $164,217 |
| | 2-1 | $152,581 | $154,107 | $155,648 | $157,205 | $158,777 | $160,365 | $161,968 |
| 1 – 699 | 1-4 | $144,927 | $146,376 | $147,840 | $149,319 | $150,812 | $152,320 | $153,843 |
| | 1-3 | $143,593 | $145,029 | $146,479 | $147,944 | $149,423 | $150,917 | $152,427 |
| | 1-2 | $142,401 | $143,825 | $145,263 | $146,715 | $148,183 | $149,664 | $151,161 |
| | 1-1 | $141,066 | $142,477 | $143,902 | $145,341 | $146,794 | $148,262 | $149,745 |

# Table 3 – Teacher Salaries

Teachers will be paid the appropriate salary in **Table 3** in accordance with the table below.

**Table 3**

| Level | 4 July 2022 | 2 January 2023 | 3 July 2023 | 1 January 2024 | 1 July 2024 | 6 January 2025 | 7 July 2025 |
|---|---|---|---|---|---|---|---|
| T2-6 | $111,221 | $112,333 | $113,456 | $114,591 | $115,737 | $116,894 | $118,063 |
| T2-5 | $102,816 | $103,845 | $104,883 | $105,932 | $106,991 | $108,061 | $109,142 |
| T2-4 | $99,158 | $100,149 | $101,151 | $102,162 | $103,184 | $104,216 | $105,258 |
| T2-3 | $95,628 | $96,585 | $97,551 | $98,526 | $99,511 | $100,506 | $101,512 |
| T2-2 | $92,225 | $93,147 | $94,079 | $95,019 | $95,970 | $96,929 | $97,899 |
| T2-1 | $88,943 | $89,832 | $90,731 | $91,638 | $92,554 | $93,480 | $94,415 |
| T1-5 | $85,778 | $86,636 | $87,503 | $88,378 | $89,261 | $90,154 | $91,056 |
| T1-4 | $82,725 | $83,552 | $84,388 | $85,232 | $86,084 | $86,945 | $87,814 |
| T1-3 | $79,782 | $80,580 | $81,386 | $82,199 | $83,021 | $83,852 | $84,690 |
| T1-2 | $76,943 | $77,712 | $78,489 | $79,274 | $80,067 | $80,868 | $81,676 |
| T1-1 | $74,976 | $75,726 | $76,484 | $77,248 | $78,021 | $78,801 | $79,589 |

# Table 4 – Category A Education Support Salaries

Category A Education Support Employees will be paid the appropriate salary in **Table 4** in accordance with the table below.

**Table 4**

| Level | Subdivision | 4 July 2022 | 2 January 2023 | 3 July 2023 | 1 January 2024 | 1 July 2024 | 6 January 2025 | 7 July 2025 |
|---|---|---|---|---|---|---|---|---|
| 6 | 5 | $134,980 | $136,330 | $137,693 | $139,070 | $140,461 | $141,865 | $143,284 |
| | 4 | $130,645 | $131,951 | $133,271 | $134,603 | $139,950 | $137,309 | $138,682 |
| | 3 | $126,311 | $127,574 | $128,849 | $130,138 | $131,439 | $132,754 | $134,081 |
| | 2 | $121,975 | $123,195 | $124,427 | $125,671 | $126,928 | $128,197 | $129,479 |
| | 1 | $117,640 | $118,816 | $120,004 | $121,204 | $122,417 | $123,641 | $124,877 |
| 5 | 5 | $115,989 | $117,149 | $118,320 | $119,503 | $120,698 | $121,905 | $123,124 |
| | 4 | $113,260 | $114,392 | $115,536 | $116,692 | $117,859 | $119,037 | $120,228 |
| | 3 | $110,529 | $111,634 | $112,750 | $113,878 | $115,017 | $116,167 | $117,328 |
| | 2 | $107,800 | $108,878 | $109,966 | $111,066 | $112,177 | $113,299 | $114,432 |
| | 1 | $105,071 | $106,122 | $107,183 | $108,255 | $109,337 | $110,430 | $111,535 |
| 4 | 6 | $100,736 | $101,743 | $102,761 | $103,788 | $104,826 | $105,874 | $106,933 |
| | 5 | $99,631 | $100,627 | $101,633 | $102,650 | $103,676 | $104,713 | $105,760 |
| | 4 | $95,771 | $96,729 | $97,696 | $98,673 | $99,660 | $100,657 | $101,663 |
| | 3 | $93,792 | $94,730 | $95,677 | $96,634 | $97,600 | $98,576 | $99,562 |
| | 2 | $90,898 | $91,807 | $92,725 | $93,652 | $94,588 | $95,534 | $96,490 |
| | 1 | $88,439 | $89,323 | $90,217 | $91,119 | $92,030 | $92,950 | $93,880 |
| 3 | 6 | $87,684 | $88,561 | $89,447 | $90,341 | $91,245 | $92,157 | $93,079 |
| | 5 | $86,343 | $87,207 | $88,079 | $88,959 | $89,849 | $90,747 | $91,655 |
| | 4 | $83,564 | $84,400 | $85,244 | $86,096 | $86,957 | $87,827 | $88,705 |
| | 3 | $82,260 | $83,082 | $83,913 | $84,752 | $85,600 | $86,456 | $87,320 |
| | 2 | $79,443 | $80,238 | $81,040 | $81,850 | $82,669 | $83,496 | $84,331 |
| | 1 | $77,386 | $78,160 | $78,941 | $79,731 | $80,528 | $81,333 | $82,147 |
| 2 | 8 | $73,948 | $74,688 | $75,435 | $76,189 | $76,951 | $77,720 | $78,498 |
| | 7 | $71,734 | $72,451 | $73,176 | $73,907 | $74,646 | $75,393 | $76,147 |
| | 6 | $68,807 | $69,495 | $70,190 | $70,892 | $71,601 | $72,317 | $73,040 |
| | 5 | $66,600 | $67,266 | $67,939 | $68,619 | $69,305 | $69,998 | $70,698 |
| | 4 | $64,392 | $65,036 | $65,687 | $66,344 | $67,007 | $67,677 | $68,354 |
| | 3 | $62,184 | $62,806 | $63,434 | $64,069 | $64,709 | $65,356 | $66,010 |
| | 2 | $59,978 | $60,577 | $61,183 | $61,795 | $62,413 | $63,037 | $63,667 |
| | 1 | $57,742 | $58,319 | $58,903 | $59,492 | $60,086 | $60,687 | $61,294 |
| 1 | 3 | $55,974 | $56,533 | $57,099 | $57,670 | $58,246 | $58,829 | $59,417 |
| | 2 | $54,957 | $55,507 | $56,062 | $56,622 | $57,189 | $57,760 | $58,338 |
| | 1 | $52,683 | $53,210 | $53,742 | $54,279 | $54,822 | $55,370 | $55,924 |

# Table 5 – Category B Education Support Salaries

Category B Education Support Employees will be paid the appropriate salary in **Table 5** in accordance with the table below.

**Table 5**

| Level | Subdivision | 4 July 2022 | 2 January 2023 | 3 July 2023 | 1 January 2024 | 1 July 2024 | 6 January 2025 | 7 July 2025 |
|---|---|---|---|---|---|---|---|---|
| 6 | 5 | $124,597 | $125,843 | $127,101 | $128,372 | $129,656 | $130,953 | $132,262 |
| | 4 | $120,596 | $121,801 | $123,019 | $124,250 | $125,492 | $126,747 | $128,015 |
| | 3 | $116,594 | $117,760 | $118,938 | $120,127 | $121,329 | $122,542 | $123,767 |
| | 2 | $112,593 | $113,718 | $114,856 | $116,004 | $117,164 | $118,336 | $119,519 |
| | 1 | $108,591 | $109,677 | $110,774 | $111,881 | $113,000 | $114,130 | $115,271 |
| 5 | 5 | $107,066 | $108,137 | $109,218 | $110,311 | $111,414 | $112,528 | $113,653 |
| | 4 | $104,547 | $105,593 | $106,649 | $107,715 | $108,793 | $109,880 | $110,979 |
| | 3 | $102,026 | $103,047 | $104,077 | $105,118 | $106,169 | $107,231 | $108,303 |
| | 2 | $99,507 | $100,503 | $101,508 | $102,523 | $103,548 | $104,583 | $105,629 |
| | 1 | $96,988 | $97,958 | $98,938 | $99,927 | $100,927 | $101,936 | $102,955 |
| 4 | 6 | $92,987 | $93,917 | $94,856 | $95,804 | $96,763 | $97,730 | $98,707 |
| | 5 | $91,967 | $92,886 | $93,815 | $94,754 | $95,701 | $96,658 | $97,625 |
| | 4 | $88,404 | $89,288 | $90,181 | $91,083 | $91,994 | $92,914 | $93,843 |
| | 3 | $86,577 | $87,443 | $88,317 | $89,200 | $90,092 | $90,993 | $91,903 |
| | 2 | $83,905 | $84,744 | $85,592 | $86,448 | $87,312 | $88,185 | $89,067 |
| | 1 | $81,636 | $82,452 | $83,277 | $84,110 | $84,951 | $85,800 | $86,658 |
| 3 | 6 | $80,939 | $81,749 | $82,566 | $83,392 | $84,226 | $85,068 | $85,919 |
| | 5 | $79,701 | $80,498 | $81,303 | $82,116 | $82,937 | $83,767 | $84,605 |
| | 4 | $77,136 | $77,908 | $78,687 | $79,474 | $80,268 | $81,071 | $81,882 |
| | 3 | $75,932 | $76,691 | $77,458 | $78,233 | $79,015 | $79,805 | $80,603 |
| | 2 | $73,332 | $74,066 | $74,806 | $75,554 | $76,310 | $77,073 | $77,844 |
| | 1 | $71,433 | $72,148 | $72,869 | $73,598 | $74,334 | $75,077 | $75,828 |
| 2 | 8 | $68,260 | $68,943 | $69,632 | $70,328 | $71,032 | $71,742 | $72,459 |
| | 7 | $66,216 | $66,878 | $67,547 | $68,222 | $68,904 | $69,593 | $70,289 |
| | 6 | $63,514 | $64,150 | $64,791 | $65,439 | $66,093 | $66,754 | $67,422 |
| | 5 | $61,477 | $62,092 | $62,713 | $63,340 | $63,974 | $64,613 | $65,259 |
| | 4 | $59,439 | $60,034 | $60,634 | $61,240 | $61,853 | $62,471 | $63,096 |
| | 3 | $57,401 | $57,975 | $58,555 | $59,140 | $59,732 | $60,329 | $60,932 |
| | 2 | $55,364 | $55,918 | $56,447 | $57,041 | $57,612 | $58,188 | $58,770 |
| | 1 | $53,300 | $53,833 | $54,372 | $54,915 | $55,464 | $56,019 | $56,579 |
| 1 | 3 | $51,668 | $52,185 | $52,707 | $53,234 | $53,766 | $54,304 | $54,847 |
| | 2 | $50,730 | $51,237 | $51,749 | $52,267 | $52,789 | $53,317 | $53,850 |
| | 1 | $48,630 | $49,117 | $49,608 | $50,104 | $50,605 | $51,111 | $51,622 |

# Table 6 – Category C Education Support Salaries

Category C Education Support Employees will be paid the appropriate salary in **Table 6** in accordance with the table below.

**Table 6**

| Level | Subdivision | 4 July 2022 | 2 January 2023 | 3 July 2023 | 1 January 2024 | 1 July 2024 | 6 January 2025 | 7 July 2025 |
|---|---|---|---|---|---|---|---|---|
| 6 | 5 | $129,789 | $131,086 | $132,397 | $133,721 | $135,059 | $136,409 | $137,773 |
| | 4 | $125,620 | $126,877 | $128,145 | $129,427 | $130,721 | $132,028 | $133,349 |
| | 3 | $121,453 | $122,667 | $123,894 | $125,133 | $126,384 | $127,648 | $128,925 |
| | 2 | $117,284 | $118,457 | $119,641 | $120,838 | $122,046 | $123,267 | $124,499 |
| | 1 | $113,115 | $114,247 | $115,389 | $116,543 | $117,708 | $118,885 | $120,074 |
| 5 | 5 | $111,528 | $112,643 | $113,769 | $114,907 | $116,056 | $117,217 | $118,389 |
| | 4 | $108,904 | $109,993 | $111,093 | $112,203 | $113,326 | $114,459 | $115,603 |
| | 3 | $106,278 | $107,340 | $108,414 | $109,498 | $110,593 | $111,699 | $112,816 |
| | 2 | $103,654 | $104,690 | $105,737 | $106,794 | $107,862 | $108,941 | $110,030 |
| | 1 | $101,030 | $102,040 | $103,060 | $104,091 | $105,132 | $106,183 | $107,245 |
| 4 | 6 | $96,861 | $97,830 | $98,808 | $99,796 | $100,794 | $101,802 | $102,820 |
| | 5 | $95,799 | $96,757 | $97,724 | $98,702 | $99,689 | $100,685 | $101,692 |
| | 4 | $92,088 | $93,009 | $93,939 | $94,878 | $95,827 | $96,785 | $97,753 |
| | 3 | $90,184 | $91,086 | $91,997 | $92,917 | $93,846 | $94,785 | $95,732 |
| | 2 | $87,401 | $88,275 | $89,158 | $90,050 | $90,950 | $91,860 | $92,778 |
| | 1 | $85,038 | $85,888 | $86,747 | $87,614 | $88,490 | $89,375 | $90,269 |
| 3 | 6 | $84,312 | $85,155 | $86,006 | $86,867 | $87,735 | $88,613 | $89,499 |
| | 5 | $83,022 | $83,852 | $84,691 | $85,538 | $86,393 | $87,257 | $88,130 |
| | 4 | $80,350 | $81,154 | $81,965 | $82,785 | $83,613 | $84,449 | $85,293 |
| | 3 | $79,096 | $79,887 | $80,686 | $81,493 | $82,307 | $83,131 | $83,962 |
| | 2 | $76,388 | $77,152 | $77,923 | $78,702 | $79,489 | $80,284 | $81,087 |
| | 1 | $74,410 | $75,154 | $75,905 | $76,664 | $77,431 | $78,205 | $78,987 |
| 2 | 8 | $71,104 | $71,815 | $72,533 | $73,259 | $73,991 | $74,731 | $75,478 |
| | 7 | $68,975 | $69,664 | $70,361 | $71,065 | $71,775 | $72,493 | $73,218 |
| | 6 | $66,161 | $66,823 | $67,491 | $68,166 | $68,847 | $69,536 | $70,231 |
| | 5 | $64,039 | $64,679 | $65,326 | $65,979 | $66,639 | $67,306 | $67,979 |
| | 4 | $61,916 | $62,535 | $63,160 | $63,792 | $64,430 | $65,074 | $65,725 |
| | 3 | $59,793 | $60,391 | $60,995 | $61,605 | $62,221 | $62,843 | $63,471 |
| | 2 | $57,671 | $58,247 | $58,830 | $59,418 | $60,012 | $60,613 | $61,219 |
| | 1 | $55,521 | $56,076 | $56,637 | $57,203 | $57,775 | $58,353 | $58,937 |
| 1 | 3 | $53,821 | $54,359 | $54,903 | $55,452 | $56,006 | $56,566 | $57,132 |
| | 2 | $52,843 | $53,372 | $53,905 | $54,445 | $54,989 | $55,539 | $56,094 |
| | 1 | $50,656 | $51,163 | $51,675 | $52,191 | $52,713 | $53,240 | $53,773 |

# Table 7 – Education Support Salaries: Level 3 subdivision 0, Category A, B and C Salaries

Education Support Employees at level 3 subdivision 0 will be paid the appropriate salary in **Table 7** in accordance with the table below.

**Table 7**

| CATEGORY A | | | | | | | |
|---|---|---|---|---|---|---|---|
| Level | 4 July 2022 | 2 January 2023 | 3 July 2023 | 1 January 2024 | 1 July 2024 | 6 January 2025 | 7 July 2025 |
| ES2-8 | $73,948 | $74,688 | $75,435 | $76,189 | $76,951 | $77,720 | $78,498 |
| Allowance | $2,100 | $1,740 | $1,375 | $1,005 | $629 | $248 | $0 |

| CATEGORY B | | | | | | | |
|---|---|---|---|---|---|---|---|
| Level | 4 July 2022 | 2 January 2023 | 3 July 2023 | 1 January 2024 | 1 July 2024 | 6 January 2025 | 7 July 2025 |
| ES2-8 | $68,260 | $68,943 | $69,632 | $70,328 | $71,032 | $71,742 | $72,459 |
| Allowance | $1,938 | $1,606 | $1,269 | $928 | $581 | $228 | $0 |

| CATEGORY C | | | | | | | |
|---|---|---|---|---|---|---|---|
| Level | 4 July 2022 | 2 January 2023 | 3 July 2023 | 1 January 2024 | 1 July 2024 | 6 January 2025 | 7 July 2025 |
| ES2-8 | $71,104 | $71,815 | $72,533 | $73,259 | $73,991 | $74,731 | $75,478 |
| Allowance | $2,019 | $1,673 | $1,323 | $966 | $605 | $238 | $0 |

# SCHEDULE 2 – Allowances

# Table 1 – Positions of Leadership

Position of Leadership allowances are set out in **Table 1** in accordance with the table below.

**Table 1**

| | 4 July 2022 | 2 January 2023 | 3 July 2023 | 1 January 2024 | 1 July 2024 | 6 January 2025 | 7 July 2025 |
|---|---|---|---|---|---|---|---|
| POL 4 | $12,264 | $12,387 | $12,511 | $12,636 | $12,762 | $12,890 | $13,019 |
| POL 3 | $9,071 | $9,162 | $9,253 | $9,346 | $9,439 | $9,534 | $9,629 |
| POL 2 | $5,960 | $6,019 | $6,080 | $6,140 | $6,202 | $6,264 | $6,326 |
| POL 1 | $2,952 | $2,981 | $3,011 | $3,041 | $3,071 | $3,102 | $3,133 |

# Table 2 – Medical Support

Medical Support allowances are set out in **Table 2** in accordance with the table below.

**Table 2**

| | Amount per annum |
|---|---|
| Approval of Agreement | $749 |
| 2 January 2023 | $757 |
| 3 July 2023 | $764 |
| 1 January 2024 | $771 |
| 1 July 2024 | $778 |
| 6 January 2025 | $786 |
| 7 July 2025 | $795 |

# Table 3 Secondary Deputy Principal Allowances

Secondary Deputy Principal allowances are set out in **Table 3** in accordance with the table below.

**Table 3**

| | 4 July 2022 | 2 January 2023 | 3 July 2023 | 1 January 2024 | 1 July 2024 | 6 January 2025 | 7 July 2025 |
|---|---|---|---|---|---|---|---|
| Allowance 4 | $12,264 | $12,387 | $12,511 | $12,636 | $12,762 | $12,890 | $13,019 |
| Allowance 3 | $9,071 | $9,162 | $9,253 | $9,346 | $9,439 | $9,534 | $9,629 |
| Allowance 2 | $5,960 | $6,019 | $6,080 | $6,140 | $6,202 | $6,264 | $6,326 |
| Allowance 1 | $2,952 | $2,981 | $3,011 | $3,041 | $3,071 | $3,102 | $3,133 |

# Table 4 Secondary Business Manager Allowances

Secondary Business Manager allowances are set out in **Table 4** in accordance with the table below.

**Table 4**

| | 4 July 2022 | 2 January 2023 | 3 July 2023 | 1 January 2024 | 1 July 2024 | 6 January 2025 | 7 July 2025 |
|---|---|---|---|---|---|---|---|
| Allowance 4 | $12,264 | $12,387 | $12,511 | $12,636 | $12,762 | $12,890 | $13,019 |
| Allowance 3 | $9,071 | $9,162 | $9,253 | $9,346 | $9,439 | $9,534 | $9,629 |
| Allowance 2 | $5,960 | $6,019 | $6,080 | $6,140 | $6,202 | $6,264 | $6,326 |
| Allowance 1 | $2,952 | $2,981 | $3,011 | $3,041 | $3,071 | $3,102 | $3,133 |

# SCHEDULE 3 – Lump Sum Payments

# Table 1 – Secondary Deputy Principals

Secondary Deputy Principals will be paid the appropriate Lump Sum Payment in **Table 1** in accordance with clause 52.

**Table 1**

| Enrolment | Level (Category A) 3 July 2022 | Lump Sum |
|---|---|---|
| 700 – 1,100 | 5-4 | $2,783 |
| | 5-3 | $2,762 |
| | 5-2 | n/a |
| | 5-1 | n/a |

# Table 2 – Secondary Business Managers

Secondary Business Managers will be paid the appropriate Lump Sum Payment in **Table 2** in accordance with clause 52.

**Table 2**

| Enrolment | Lump Sum |
|---|---|
| 700 – 1,100 | A minimum of $2,594 |

# Table 3 – Teachers

Teachers will be paid the appropriate Lump Sum Payment in **Table 3** in accordance with clause 52.

**Table 3**

| Level (3 July 2022) | Lump Sum |
|---|---|
| T2-6 | $1,074 |
| T2-5 | $1,020 |
| T2-4 | $970 |
| T2-3 | $935 |
| T2-2 | $902 |
| T2-1 | $870 |
| T1-5 | $839 |
| T1-4 | $809 |
| T1-3 | $780 |
| T1-2 | $752 |
| T1-1 | $989 |

# Table 4 – Education Support Employees

Education Support Employees will be paid the appropriate Lump Sum Payment in **Table 4** in accordance with clause 52.

**Table 4**

| | Lump Sum | | |
|---|---|---|---|
| **Level (3 July 2022)** | **Category A** | **Category B** | **Category C** |
| **ES5-5** | $742 | $685 | $713 |
| **ES5-4** | $730 | $674 | $702 |
| **ES5-3** | $713 | $658 | $686 |
| **ES5-2** | $696 | $642 | $669 |
| **ES5-1** | $678 | $626 | $652 |
| **ES4-6** | $644 | $595 | $620 |
| **ES4-5** | $640 | $591 | $615 |
| **ES4-4** | $621 | $573 | $597 |
| **ES4-3** | $604 | $558 | $581 |
| **ES4-2** | $588 | $543 | $565 |
| **ES4-1** | $571 | $527 | $549 |
| **ES3-6** | $561 | $518 | $539 |
| **ES3-5** | $555 | $513 | $534 |
| **ES3-4** | $541 | $499 | $520 |
| **ES3-3** | $529 | $488 | $509 |
| **ES3-2** | $514 | $475 | $495 |
| **ES3-1** | $500 | $461 | $480 |
| **ES2-6** | $830 | $767 | $798 |
| **ES2-5** | $817 | $754 | $785 |
| **ES2-4** | $673 | $622 | $648 |
| **ES2-3** | $970 | $895 | $932 |
| **ES2-2** | $751 | $693 | $722 |
| **ES1-6** | $1,183 | $1,092 | $1,138 |
| **ES1-5** | $723 | $667 | $695 |
| **ES1-4** | $473 | $437 | $455 |
| **ES1-3** | $1,253 | $1,156 | $1,205 |
| **ES1-2** | $2,464 | $2,275 | $2,369 |
| **ES3-0** | $187 | $173 | $180 |

# Table 5 – Education Support Employees (Trainees)

Education Support Employees (Trainees) will be paid the appropriate Lump Sum Payment in **Table 5** in accordance with clause 52.

**Table 5**

| | Lump Sum | | |
|---|---|---|---|
| **Level (3 July 2022)** | **Category A** | **Category B** | **Category C** |
| **ES1-4** | $88 | $81 | $85 |
| **ES1-3** | $88 | $81 | $85 |
| **ES1-2** | $262 | $241 | $251 |

# Table 6 – Education Support (School Services stream)

Education Support (School Services stream) will be paid the appropriate Lump Sum Payment in **Table 6** in accordance with clause 52.

**Table 6**

| | Lump Sum | | |
|---|---|---|---|
| **Level (3 July 2022)** | **Cat A** | **Cat B** | **Cat C** |
| SSO 4-5 | $854 | $789 | $822 |
| SSO 4-4 | $1,266 | $1,169 | $1,218 |
| SSO 4-3 | $632 | $583 | $608 |
| SSO 4-2 | $1,250 | $1,153 | $1,201 |
| SSO 4-1 | $737 | $680 | $709 |
| SSO 3-5 | $790 | $729 | $760 |
| SSO 3-4 | $1,312 | $1,211 | $1,261 |
| SSO 3-3 | $963 | $888 | $926 |
| SSO 3-2 | $614 | $567 | $590 |
| SSO 3-1 | $1,396 | $1,289 | $1,343 |
| SSO 2-5 | $1,688 | $1,558 | $1,623 |
| SSO 2-4 | $829 | $765 | $797 |
| SSO 2-3 | $448 | $413 | $431 |
| SSO 2-2 | $403 | $372 | $387 |
| SSO 2-1 | $962 | $888 | $925 |
| SSO 1-4 | $792 | $731 | $762 |
| SSO 1-3 | $1,013 | $935 | $974 |
| SSO 1-2 | $1,927 | $1,778 | $1,852 |
| SSO 1-1 | $2,841 | $2,622 | $2,732 |

# SCHEDULE 4 – Translations

# Table 1 – Secondary Deputy Principals (Category A)

On 4 July 2022 and subject to the approval of this Agreement, Secondary Deputy Principals (Category A) will translate in accordance with **Table 1**.

**Table 1**

| Classification and subdivision 3 July 2022 | Classification and subdivision 4 July 2022 |
|---|---|
| 5-4 (700 – 1,499) | 2-4 |
| 5-3 (700 – 1,499) | 2-3 |
| 5-2 (700 – 1,499) | 2-2 |
| 5-1 (700 – 1,499) | 2-1 |

# Table 2 – Education Support Employees (non School Services stream)

On 4 July 2022 and subject to the approval of this Agreement, Education Support Employees (non School Services stream) will translate in accordance with **Table 2**.

**Table 2**

| Classification and subdivision 3 July 2022 | Classification and subdivision 4 July 2022 |
|---|---|
| ES3-0 | ES2-8 |
| ES2-6 | ES2-8 |
| ES2-5 | ES2-7 |
| ES2-4 | ES2-6 |
| ES2-3 | ES2-5 |
| ES2-2 | ES2-4 |
| ES1-6 | ES2-4 |
| ES1-5 | ES2-2 |
| ES1-4 | ES2-1 |
| ES1-3 | ES2-1 |
| ES1-2 | ES2-1 |
| ES1-3 (Trainee) | ES1-3 |
| ES1-2 (Trainee) | ES1-2 |

# Table 3 – Education Support Employees (School Services stream)

On 4 July 2022 and subject to the approval of this Agreement, Education Support Employees (School Services stream) will translate in accordance with **Table 3**.

**Table 3**

| Classification and subdivision 3 July 2022 | Classification and subdivision 4 July 2022 |
|---|---|
| SSO4-5 | ES2-7 |
| SSO4-4 | ES2-6 |
| SSO4-3 | ES2-5 |
| SSO4-2 | ES2-5 |
| SSO4-1 | ES2-4 |
| SSO3-5 | ES2-4 |
| SSO3-4 | ES2-4 |
| SSO3-3 | ES2-3 |
| SSO3-2 | ES2-2 |
| SSO3-1 | ES2-2 |
| SSO2-5 | ES2-2 |
| SSO2-4 | ES2-1 |
| SSO2-3 | ES1-3 |
| SSO2-2 | ES1-2 |
| SSO2-1 | ES1-2 |
| SSO1-4 | ES1-1 |
| SSO1-3 | ES1-1 |
| SSO1-2 | ES1-1 |
| SSO1-1 | ES1-1 |