



DECISION

Fair Work Act 2009
s.185—Enterprise agreement

Catholic Schools Parramatta Diocese Limited
(AG2025/3993)

CATHOLIC SCHOOLS PARRAMATTA DIOCESE LIMITED - SCHOOLS ENTERPRISE AGREEMENT 2025

Educational services

COMMISSIONER WALKADEN

SYDNEY, 4 DECEMBER 2025

Catholic Schools Parramatta Diocese Limited - Schools Enterprise Agreement 2025

[1] This decision concerns an application for approval of the *Catholic Schools Parramatta Diocese Limited – Schools Enterprise Agreement 2025* (**the Agreement**). The application has been made under section 185 of the *Fair Work Act 2009* (**the FW Act**) by Catholic Schools Parramatta Diocese Limited (**the Applicant**). The Agreement is a single enterprise agreement. The Fair Work Commission must approve the Agreement if the requirements in sections 186 and 187 of the FW Act are met.

[2] If the agreement is not a greenfields agreement, section 186(2)(a) of the FW Act requires the Fair Work Commission to be satisfied that the agreement has been genuinely agreed to by the employees covered by the agreement. The Agreement is not a greenfields agreement. The question of whether an enterprise agreement has been genuinely agreed to by the employees is determined by reference to section 188 of the FW Act. Section 188(4)(a) of the FW Act provides that the Fair Work Commission cannot be satisfied as to genuine agreement unless the Fair Work Commission is satisfied that sections 173 and 174 of the FW Act have been complied with. The Notice of Employee Representational Rights (**NERR**) that was filed with the application identified the agreement as the Catholic Schools Parramatta Diocese Limited – Teachers and General Employees Enterprise Agreement 2024. I am satisfied that the NERR contains a minor error with respect to the name of the agreement, which can be disregarded in accordance with section 188(5) of the FW Act. In particular, I am satisfied that the employees were not likely to have been disadvantaged by that error.

[3] Based on the material provided, each of the requirements of the FW Act that are relevant to this Agreement are satisfied.

[4] Section 201 of the FW Act requires the approval decision to note certain matters. The only such matter is that the Independent Education Union of Australia has given the Fair Work Commission a notice under section 183(1) of the FW Act that it wants the Agreement

to cover it. In accordance with section 201(2) of the FW Act, I note that the Agreement covers the Independent Education Union of Australia.

[5] The Agreement is approved and, in accordance with section 54 of the FW Act, it will operate from 11 December 2025. The nominal expiry date of the Agreement is 9 October 2027.



COMMISSIONER

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<AE531390 PR794544>

Catholic Schools Parramatta Diocese Limited - Schools Enterprise Agreement 2025

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PART 1 - APPLICATION AND OPERATION

1. Title of the Agreement

The title of this Agreement is Catholic Schools Parramatta Diocese Limited - Schools Enterprise Agreement 2025.

2. Coverage

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

- (a) the Employer;
- (b) Teachers, Trade Instructors, General Employees and Trade Training Officers (as defined in **clause 4 - Definitions**) employed by the Employer who work in any registered school operated by the Employer or trades skills centre operated by the Employer (provided that in relation to Trade Instructors and Trade Training Officers the Agreement should cover and apply from 27 January 2026); and
- (c) the Union.

2.2 This Agreement does not cover or apply to:

- (a) Principals;
- (b) a Priest or member of a recognised religious order, unless they are an Employee covered by this Agreement;
- (c) employees whose usual place of work is not a registered school or trades skills centre;
- (d) volunteers or contractors;
- (e) consultants, education officers or advisors (however named) who are based in and report through the CSPD Support Teams Office including those that may work in schools as part of their normal duties;
- (f) employees who work in a non-educational and commercially focused enterprise that is conducted on the Employer's premises, regardless of whether it is linked to a trade skills centre or operated by a third party (the 'enterprise'). If a person has two roles within both a school and the enterprise this exclusion will only apply to that part of their role which is exclusively within the enterprise;
- (g) psychologists or counsellors (unless appointed as a Teacher);
- (h) ICT employees engaged to perform work that has general application across the system of schools operated by the Employer as a whole or who undertake special projects initiated by the Employer.

3. Term and operation

3.1 Term

- (a) Subject to **clause 3.1(b)**, this Agreement will commence seven days after the date of approval by the FWC (the ‘Commencement Date’) and remains in force until 9 October 2027.
- (b) Any reference in this Agreement to a Trade Instructor or Trade Training Officer, and any entitlement or benefit arising as a result, will not apply until and from 27 January 2026.
- (c) Subject to **clause 3.1(d)**, as soon as practicable after the Commencement Date, the Employer will pay each Employee the difference (if any) between the rates of pay provided in this Agreement and the amount actually received by the Employee for the relevant period. For the avoidance of doubt this clause does not apply to Trade Instructors and Trade Training Officers.

Note: This Agreement provides rates of pay for General Employees from the first full pay period on or after 1 July 2024 and for Teachers from the first full pay period on or after 9 October 2024.

- (d) Provided however, that allowances will start after the Commencement Date on the date specified in the relevant tables in **Schedule A - Teachers’ Salaries and Allowances** and **Schedule B - General Employees’ Rates of Pay and Allowances**.

3.2 Relationship between the National Employment Standards and this Agreement

This Agreement will be read and interpreted in conjunction with the NES. Where there is an inconsistency between this Agreement and the NES, and the NES provides a greater benefit, the NES provision will apply to the extent of the inconsistency.

3.3 Relationship of Work Practices Agreement and this Agreement

The Work Practices Agreement, whether referred to in this Agreement or not, is not incorporated and does not form part of this Agreement.

3.4 Employer policies

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

3.5 Savings

No Employee employed prior to the Commencement Date will, because of this Agreement:

- (a) receive a lower rate of pay than what they did immediately before the Commencement Date;

- (b) be reclassified under a lower General Employee job classification without their written agreement. This does not apply to temporary Employees who are offered a new contract of employment;
- (c) unless agreed in writing:
 - (i) for a General Employee, be required to work during pupil vacation periods if they were not previously required to do so;
 - (ii) for a General Employee performing the work of a cleaner, be paid an averaged weekly rate of pay in accordance with **subclause 23.2**;
 - (iii) for a full-time General Employee performing building and grounds maintenance work and who has a 19-day month arrangement under a previous industrial instrument, cease to be employed according to these arrangements.
- (d) for Trade Instructors and Trade Training Officers, receive pay or conditions less than what they received immediately before 27 January 2026.

4. Definitions

In this Agreement:

‘Act’ means the *Fair Work Act 2009* (Cth), as amended or replaced from time to time.

‘this Agreement’ means the Catholic Schools Parramatta Diocese Limited - Schools Enterprise Agreement 2025.

‘AITSL’ means the Australian Institute for Teaching and School Leadership.

‘Assistant Principal’ means a Teacher appointed as such, who assists the Principal in their responsibility for educational leadership of a school.

‘Australian Skills Quality Authority’ means the national regulator for Australia’s vocational education and training sector.

‘Catholic Schools Parramatta Diocese (CSPD) Support Teams Office’ means the central office(s) (however named) within Catholic Schools Parramatta Diocese Limited.

‘Coordinator’ means a Teacher appointed as such in a school. Coordinator will include a Coordinator 1, 2 or 3.

‘Employee’ means an employee covered by this Agreement as provided in **subclause 2.1(b)**.

‘Employer’ means Catholic Schools Parramatta Diocese Limited.

‘FTE’ (Full-Time Equivalent) means the proportion that the number of teaching hours per week worked by a Teacher, or instructional hours worked per week for a Trade Instructor, bears to the number of teaching or instructional hours that a full-time Teacher or Trade

Instructor at the school is required to teach or instruct. A Teacher or Trade Instructor's FTE is the basis upon which pro rata pay and conditions for part-time Teachers and Trade Instructors will be determined.

'FWC' means the Fair Work Commission.

'General Employee' means an Employee who is performing work within one of the following occupational streams:

- (i) **Classroom and Learning Support Services** — being an Employee whose principal duties are to provide support and assistance to Teachers and students in a classroom setting to individual students or groups of students, or to support the operation of curriculum-related services in a school, such as those provided by a library, laboratory or a technology centre.
- (ii) **School Administrative Services** — being an Employee whose principal duties are in clerical or administration or information communication and technology (ICT) services within a school (but not including those employees excluded pursuant to **subclause 2.2** of this Agreement).
- (iii) **School Operational Services** — being an Employee whose principal duties are to support the other services of a school, including but not limited to cleaning, building and grounds maintenance, retailing — canteens, uniform shops; and bus driving and vehicle maintenance.

'immediate family' is as defined in the Act.

'MySuper product' has the meaning given by the *Superannuation Industry (Supervision) Act 1993* (Cth).

'NES' means the National Employment Standards as contained in Part 2-2 of the Act.

'NESA' means the NSW Education Standards Authority, or any body that preceded or replaces such body.

'NSW/ACT Catholic Diocesan Employer' includes the following employers:

- (i) Trustees of the Roman Catholic Church for the Diocese of Armidale trading as Armidale Catholic Schools;
- (ii) Catholic Education Diocese of Bathurst Limited;
- (iii) Trustees of the Roman Catholic Church for the Diocese of Broken Bay trading as Catholic Schools Broken Bay;
- (iv) Catholic Archdiocese of Canberra and Goulburn Education Limited;
- (v) Diocese of Lismore Catholic Schools Limited;
- (vi) Trustees of the Roman Catholic Church for the Diocese of Maitland-Newcastle; trading as the Diocese of Maitland-Newcastle Catholic Schools Office;

- (vii) Sydney Catholic Schools Limited ACN 619 137 343 as trustee for Sydney Catholic Schools Trust ABN 26 158 447 082;
- (viii) Trustees of the Roman Catholic Church for the Diocese of Wagga Wagga;
- (ix) The Trustees of the Roman Catholic Church for the Diocese of Wilcannia-Forbes; and
- (x) The Trustees of the Roman Catholic Church for the Diocese of Wollongong trading as the Trustees of the Wollongong Diocese Catholic School System.

‘previous agreement’ means the *NSW and ACT Catholic Systemic Schools Enterprise Agreement 2023*.

‘Principal’ means a person appointed as such by the Employer and who is responsible for all aspects of educational leadership within a school.

‘promotion positions’ means the position of Assistant Principal, Religious Education Coordinator or a Coordinator.

‘pupil vacation period’ means periods designated as school holidays for students, but excludes scheduled ‘student free days’ falling on a term day where Employees attend work to participate in scheduled professional development activities.

‘registered school’ means a school registered under the provisions of the *Education Act 1990* (NSW) or under the appropriate legislation in other states or territories of the Commonwealth of Australia. For the purposes of this definition, it will also include an Australian registered special school or school for students with disabilities and Jarara, Mt Druitt.

‘school’ means a ‘registered school’ and a ‘trades skills centre’.

‘school service date’ means the usual commencement date of employment at a school for Teachers who are to commence teaching on the first day of the first term.

‘school year’ means the period commencing on the school service date each year until the day before the school service date in the following year, and includes term weeks and non-term weeks.

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

‘superannuation guarantee legislation’ includes the *Superannuation Guarantee Charge Act 1992* (Cth) and the *Superannuation Guarantee Administration Act 1992* (Cth) as amended or replaced.

‘Teacher’ means a person who is employed as such in a registered school or trades skills centre.

‘teacher accreditation authority’ means a person or body recognised as such at the relevant time.

'teacher librarian' means a Teacher who is employed as such.

'term day' means a weekday falling within the designated term time of a given school year, as set out in the school calendar published by the Employer.

'term week' means a week falling within the designated term time of a given school year as set out in the school calendar published by the Employer.

'Trade Instructor' means a person who is employed (usually under a NESA exemption) to instruct in vocational education and training at a school or trades skills centre. For the avoidance of doubt, a Trade Instructor is not a Teacher within the meaning of this Agreement.

'Trade Training Officer' means a person who is employed to provide support to Teachers and Trade Instructors in the delivery of vocational education and training at a school or trade skills centre.

'trades skills centre' also known as a trades training centre, means a centre funded to provide secondary students from Years 9-12 with access to vocational education and training in schools.

'Union' means the Independent Education Union of Australia.

'Work Practices Agreement' means the *Catholic Schools Parramatta Diocese - A Framework for the Work of Teachers and Trade Instructors (2025)* in place as at the time of this Agreement, or as amended or replaced by agreement between the Union and the Employer.

5. Individual flexibility arrangement

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

(a) the arrangement deals with one or more of the following matters:

- (i) arrangements about when work is performed;
- (ii) overtime rates;
- (iii) 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 **paragraph 5.1(a)**; and

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

5.2 An individual flexibility arrangement may only be made after the individual Employee has commenced employment with the Employer.

5.3 If the Employer initiates the making of an individual flexibility arrangement it must:

- (a) give the Employee a written proposal; and
- (b) if the Employer is aware the Employee has, or should reasonably be aware that the Employee may have, limited understanding of written English, take reasonable steps to ensure that the Employee understands the proposal; and
- (c) meet with the Employee to discuss the proposal prior to entering into the individual flexibility arrangement if the Employee requests such a meeting.

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

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

5.5 The Employer must ensure that the individual flexibility arrangement:

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

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

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

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

6. No extra claims

6.1 Except as provided by **subclause 6.2** and subject to the Act, prior to 9 October 2027, there will be no further claims by the parties to this Agreement for changes to salaries, rates of pay, allowances, or conditions of employment in relation to matters expressly contained in this Agreement.

6.2 The parties agree to meet and discuss:

- (a) rates of pay and allowances for General Employees and Trade Training Officers for the period after 30 June 2027;
- (b) an annual, taxable, one-off, cost-of-living adjustment payment, plus superannuation, pro-rated for part-time Employees, but only:
 - (i) from 1 July 2026;
 - (ii) where the annual average Sydney Consumer Price Index rate, as published by the Australian Bureau of Statistics, exceeds 4.5% to the March quarter 2026; and
 - (iii) where such a cost-of-living payment has been provided by the NSW Department of Education to its employees.

7. Access to the Agreement

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

PART 2 - ROLE, SELECTION AND APPOINTMENT

8. Mission of Catholic schools

8.1 The schools within Catholic Schools Parramatta Diocese Limited strive to be:

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

8.2 Role of Employees

- (a) Employees are required to support the mission, teachings and ethos of the Catholic Church’s work in schools. It is expected that they:
 - (i) acknowledge and accept that their work in schools is part of the mission of the Catholic Church;
 - (ii) agree in the performance of their role to uphold the mission, teachings and ethos of the Catholic Church in Catholic Education;
 - (iii) will avoid any influence on students that is not consistent with such mission, teachings or ethos.

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

9. Selection and appointment procedures

9.1 Full-time and part-time positions of more than one term in duration will normally be advertised and appointments made:

- (a) on the basis of merit and suitability for the position; and
- (b) in accordance with the documented selection process and appointment procedures of the Employer.

9.2 The Employer will provide an Employee (other than a casual Employee), on appointment, with a letter of appointment which must include:

- (a) whether the employment is full-time or part-time;

- (b) if the appointment is on a temporary basis, the reason the employment is temporary and the term of the appointment;
- (c) in the case of a Teacher, the normal teaching load that will be required and, if the position is part-time, the FTE; in the case of a Trade Instructor, the normal instructional load that will be required and, if the position is part-time, the FTE;
- (d) the location(s) of work;
- (e) the classification and rate of pay of the Employee applicable on commencement; and
- (f) information in relation to superannuation benefits.

9.3 In addition to **subclause 9.2** (except in reference to a normal teaching load for Teachers or instructional load for Trade Instructors), the letter of appointment provided by the Employer to a General Employee and Trade Training Officer will also state:

- (a) the number of hours to be worked each week (or in the case of a General Employee or Trade Training Officer, whose hours are rostered over a fortnight, the number of hours per fortnight);
- (b) for General Employees, the number of weeks or days to be worked in the year, that is, whether the engagement is for 48 weeks per year, or the number of weeks if less than 48 weeks per year; and
- (c) in the case of a General Employee who works less than 48 weeks per year:
 - (i) that they will receive a weekly rate of pay averaged in accordance with **subclause 23.2** of this Agreement; and
 - (ii) that the General Employee may be occasionally required to work during pupil vacation periods in accordance with **clause 34 - Work during pupil vacation periods for General Employees**.

10. Right to request flexible working arrangements

10.1 The provisions dealing with requests for flexible working arrangements will apply in accordance with Chapter 2, Part 2-2, Division 4 – Requests for Flexible Working Arrangements (Sections 65-66) of the Act, as amended from time to time.

10.2 Any disputes about an Employee's right to request flexible work arrangements may be dealt with in accordance with **clause 47 - Dispute resolution procedures**.

PART 3 - TERMS OF ENGAGEMENT

11. Employment of a Teacher and employment of a Trade Instructor

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

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

11.3 Professional learning and development

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

11.4 Support for Graduate Teachers

- (a) It is the responsibility of the individual Graduate Teacher to achieve accreditation at the level of Proficient Teacher within the required timeframes. The Employer will support the Graduate Teacher to obtain accreditation at the Proficient Teacher standard, which will include participation in an orientation and/or induction program, mentoring, and appropriate classroom release for both the Graduate Teacher and their mentor(s) and other measures that the Employer may deem as appropriate. Additional provisions may be contained in the Work Practices Agreement.
- (b) A Graduate Teacher is required to engage in ongoing discussions with their mentor(s) regarding their progress in meeting the Proficient Teacher standard. In the event that either a Graduate Teacher or their mentor(s) have concerns in regard to the support being provided by the Employer, they should discuss the matter with the relevant supervisor or Coordinator. If concerns remain, the matter should be referred to the school Principal. In the event that the matter remains unresolved, the matter may be dealt with in accordance with **clause 47 - Dispute resolution procedures**.
- (c) Where the Employer considers that a Graduate Teacher may not complete their accreditation at Proficient Teacher standard within the legislated timeframes, the

Employer will advise the Teacher of this and the reasons why, no later than three-quarters of the way through the applicable accreditation timeframe for the Teacher. The representative of the Employer will meet with the Teacher to develop a plan to support the Teacher to reach Proficient Teacher standard.

11.5 Arrangements for part-time Teachers

- (a) A part-time Teacher is a Teacher who is engaged to work regularly but teaches less than a full school week and not more than 0.8 of the normal hours a full-time teacher at the school is required to teach. A part-time Teacher may work more than 0.8 of the normal full-time load by agreement recorded in writing and signed by the Teacher and Employer representative. Any additional terms of the agreement (such as the length of the term of the agreement and the scheduling of the time that the Teacher is not required to teach) will be included.
- (b) Part-time Teachers will be required to attend school on the number of days per week which is generally consistent with their FTE load, provided that the Principal has sufficient flexibility to ensure that the needs of students are met.
- (c) No part-time Teacher will be required to attend school on any day on which they are not required to teach, except to attend occasional school activities as reasonably required. A part-time Teacher will be allocated other duties on a pro rata basis.

11.6 Employment of Trade Instructors

- (a) A Trade Instructor will be employed as a full-time or part-time Trade Instructor (including as a temporary full-time or part-time Trade Instructor).
- (b) A part-time Trade Instructor is a Trade Instructor who is engaged to work regularly but instructs less than a full school week and not more than 0.8 of the normal hours a full-time Trade Instructor at the school is required to instruct.
- (c) Part-time Trade Instructors will be required to attend school on the number of days per week which is generally consistent with their FTE load, provided that the Principal has sufficient flexibility to ensure the needs of students are met.
- (d) No part-time Trade Instructor will be required to attend school on any day on which they are not required to instruct, except to attend occasional school activities as reasonably required. A part-time Trade Instructor will be allocated other duties on a pro rata basis.
- (e) A part-time Trade Instructor will be paid at the same rate as a full-time Trade Instructor with the corresponding classification, in accordance with the FTE load of the Trade Instructor.

12. Employment of a General Employee

12.1 Playground supervision - Classroom and Learning Support Services and School Administrative Services

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

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

12.2 Miscellaneous conditions

- (a) General Employees will be supplied with a suitable room (that is, a staff room) for meals and tea breaks with facilities for tea making and heating food.
- (b) Where it is necessary or customary for General Employees to change their dress or uniform, suitable dressing rooms and dressing accommodation and individual lockable lockers will be provided.
- (c) General Employees who use chemicals on a regular basis may request an annual medical check up at the Employer's expense.

13. Casual Employees

- 13.1** A casual employee has the same meaning as that contained in section 15A of the Act and includes a casual Teacher, casual General Employee or casual Trade Training Officer.
- 13.2** A Teacher will not normally be engaged as a casual Employee for a period greater than four school term weeks for each engagement.

13.3 Casual conversion

Casual Conversion is set out in Chapter 2, Part 2-2, Division 4A of the Act (sections 66A - 66MA), or as amended from time to time.

14. Temporary Employees (Employees on fixed term contracts)

- 14.1** The provisions of Chapter 2, Division 5 - Fixed Term Contracts (Sections 333E-333L) of the Act (Fixed-Term Provisions) as amended from time to time, will apply to all Employees employed as a temporary Employee.
- 14.2** The Employer must advise an Employee engaged in a temporary position in writing prior to accepting that position:

- (a) that the position is temporary
- (b) the reason the position is temporary
- (c) the expected length of the appointment; and
- (d) where the position is to replace an Employee on parental leave, the rights of the Employee they are replacing in accordance with section 84A of the Act (which deals with the rights of an Employee returning from parental leave).

14.3 If the Fixed-Term Provisions are repealed or otherwise cease to apply, this **clause 14 - Temporary Employees (Employees on fixed term contracts)** will continue to apply.

PART 4 - CLASSIFICATION STRUCTURE AND RELATED PROVISIONS FOR TEACHERS

15. Classification of Teachers

15.1 Operation

- (a) The classification scale is as follows:
 - (i) Graduate Teacher – Steps 1 - 2
 - (ii) Proficient Teacher – Steps 3 - 7
 - (iii) Highly Accomplished/Lead Teacher.
- (b) On this scale, a Teacher is classified according to their level of accreditation and teaching service in registered schools and other service as set out in **subclauses 15.5 and 15.6**.

Note - See also **subclause 14.12** of the previous agreement for transition to this structure for Teachers employed prior to the commencement of this Agreement.

15.2 Definitions

- (a) '**Graduate Teacher**' means:
 - (i) a Teacher who has completed all course requirements of an initial teacher education program and is working towards accreditation as a Proficient Teacher; or
 - (ii) a Teacher who has conditional accreditation with NESA or a Teacher who is not otherwise classified who is employed pursuant to an exemption or otherwise.
- (b) '**Proficient Teacher**' means a Teacher who:
 - (i) has completed a minimum of two years' full-time teaching service in accordance with **subclause 15.5** and **paragraphs 15.6(a) and (d)** and
 - (ii) has been accredited by NESA as a Proficient Teacher.
- (c) '**Highly Accomplished/Lead Teacher**' means a Teacher who:
 - (i) has completed a minimum of one year of full-time teaching service at step 7; and
 - (ii) has been accredited as a Highly Accomplished/Lead Teacher by NESA and is maintaining that accreditation.
- (d) '**Initial teacher education program**' means a course or qualification accredited as such by AITSL.

(e) **'Proficient Pending'** Teacher means a Teacher who has a minimum period of full-time equivalent teaching service as set out in **subclause 15.8**, and has Provisional Teacher accreditation but does not have NESA Proficient Teacher accreditation for one of the following reasons:

- (i) the Teacher previously had Proficient Teacher status but no longer has that status with NESA or was a pre-2004 Teacher in NSW (and was therefore not required to have Proficient status) but was not recognised or deemed as Proficient;
- (ii) the Teacher was previously employed in another state or territory in Australia, has obtained Proficient Teacher status in that jurisdiction and is seeking mutual recognition of that status with NESA; or
- (iii) the Teacher has overseas teaching service in accordance with subclause 15.8.

15.3 Classification

(a) A Teacher will be classified in accordance with this **clause 15**, based on their level of accreditation and teaching service.

(b) Graduate Steps 1 and 2

A Graduate Teacher and a Teacher who is accredited as a Proficient Teacher with less than two years' full-time equivalent service, will be classified as Graduate and will commence on Step 1 or Step 2 depending on their teaching service in registered schools and other service as set out in **subclause 15.5** and **paragraphs 15.6 (a) and (d)**.

(c) Proficient Steps 3 to 7

- (i) A Teacher's full-time equivalent service as a Proficient Teacher (as defined in **paragraph 15.2(b)**) will determine the appropriate Proficient step at which the Teacher commences.
- (ii) Full-time equivalent service for classification under **subparagraph 15.3(c)(i)** will be determined in accordance with **subclauses 15.5 and 15.6**.

(d) Highly Accomplished/Lead Teacher

- (i) A Teacher will be classified as a Highly Accomplished/Lead Teacher when the Teacher has met the requirements at **subclause 15.2(c)** and the progression will take effect from the commencement of the first full pay period after those requirements are met.
- (ii) Accreditation as a Highly Accomplished/Lead Teacher is voluntary. The cost of applying for accreditation as a Highly Accomplished/Lead Teacher must be met by the Teacher.
- (iii) The Employer recognises that Highly Accomplished/Lead Teachers make an important contribution to their schools and communities by modelling high quality teaching for their colleagues and leading other Teachers in the

development and refinement of their teaching practice to improve student learning outcomes. Following consultation with the Teacher, and where the Teacher consents, the Employer may allocate a Highly Accomplished/Lead Teacher to provide mentoring, coaching or training to Teachers at different locations.

- (iv) The Employer will not impose a quota on the number of Teachers who may be classified as a Highly Accomplished/Lead Teacher.
- (v) A Teacher classified at Highly Accomplished/Lead Teacher will not be eligible to be paid both an allowance or salary for a promotion position and the Highly Accomplished/Lead Teacher salary, if and to the extent that this would result in the Teacher receiving a rate of pay in excess of that applicable to Highly Accomplished/Lead Teacher. A Teacher holding a promotion position who is classified at Highly Accomplished/Lead Teacher may elect to be either paid for the promotion position (and not at Highly Accomplished/Lead Teacher) or at Highly Accomplished/Lead Teacher, whichever is the higher.
- (vi) Where a Teacher's accreditation as a Highly Accomplished/Lead Teacher is not maintained, the Teacher will revert to the applicable Proficient Teacher rate from the commencement of the first full pay period after the date that it is not maintained.

15.4 Progression

- (a) Progression for a Graduate Teacher
 - (i) Progression from Step 1 to Step 2 will occur on the completion of a full-time year of teaching service, determined in accordance with the provisions of **subclause 15.5** and **paragraph 15.6(a) and (d)**.
 - (ii) A Graduate Teacher will progress to the classification of Proficient Teacher Step 3 when the Teacher has:
 - (A) been accredited as a Proficient Teacher by NESA; and
 - (B) completed two years of full-time teaching service, in accordance with the provisions of **subclause 15.5** and **paragraphs 15.6(a) and (d)**.
 - (iii) The progression to Step 3 will take effect from the commencement of the first full pay period after the Teacher has satisfied both of the requirements set out in **subparagraph 15.4(a)(ii)**.

- (b) Progression for a Proficient Teacher

A Proficient Teacher will progress to the next salary step (up to Step 7) on the completion of each year of service, determined in accordance with the provisions of **subclause 15.5** and **15.6**.

15.5 Credit for previous teaching service

For the purpose of calculating credit for service for appointment to, and progression, on Steps 1 to 7 on the classification structure pursuant to this **clause 15 – Classification of**

Teachers, teaching service in registered schools (before or after the Commencement Date) will be recognised as follows:

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

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

15.6 Overseas experience, child-rearing, parental leave and service as an Early Childhood Teacher

- (a) Credit for overseas service

All qualified teaching employment overseas (including casual, temporary and permanent) in a recognised primary or high school (students aged 5 – 18 years) shall be counted as teaching service, provided that teaching service occurred in a country where the teacher education qualifications are recognised by NESA as equivalent to qualifications from an Australian university. Overseas service shall be recognised in accordance with **subclause 15.5** provided that incomplete years of service shall be disregarded from the cumulative total under this paragraph.

- (b) Child rearing

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

- (i) the period of child rearing immediately precedes their employment as a teacher in a registered school, being the period between completing a teacher qualification and commencing employment as a teacher in a registered school, or occurs between periods of employment as a teacher in a registered school;
- (ii) only one parent will receive the benefit of any particular period of child rearing;
- (iii) full-time child rearing will be regarded as the time before the child attains six years of age or is enrolled in full-time schooling, whichever is the earlier;

- (iv) paid employment, except as a casual teacher in an ACT or NSW non-government school or in limited casual employment elsewhere, will be taken to break the continuity of full-time child rearing;
- (v) recognition of child rearing will not be granted before, and until, the Teacher has attained Proficient Teacher accreditation with NESA, notwithstanding that the period of child rearing was before such date; and
- (vi) a Teacher may not have a given period of child-rearing counted more than once for the purpose of recognition of service with the Employer.

(c) Parental leave

For full-time and part-time Teachers, up to 12 months of a period of parental leave taken in accordance with **clause 41 – Parental leave and related entitlements** that commenced on or after 1 January 2020 will be recognised as service for classification progression purposes, provided that:

- (i) the period of parental leave recognised for classification progression is inclusive of the maximum period of 14 weeks in **paragraph 41.1 or 41.2**;
- (ii) the Teacher remains employed by the Employer during and immediately after the period of parental leave;
- (iii) the service to be recognised by the Employer will be credited to the Teacher on the Teacher's return to work from parental leave;
- (iv) service will be recognised at the FTE the Teacher would have worked had the Teacher not taken the parental leave. For example, a Teacher working 0.5 FTE immediately prior to taking a period of unpaid parental leave, including on a flexible working arrangement, who takes 12 months' unpaid parental leave will have 101.5 days (203 days x 0.5 FTE) recognised as service for the purposes of classification progression;
- (v) periods of paid employment or paid leave during the initial 12-month parental leave period will not be recognised for classification progression to avoid double counting;
- (vi) recognition of such service will not be granted before, and until, the Teacher has attained Proficient Teacher accreditation with NESA, notwithstanding that the period of parental leave was before such date;
- (vii) unpaid parental leave will not be credited as service for any other purpose.

(d) Credit for service as an Early Childhood Teacher

- (i) Any service on or after 1 January 2020 as an Early Childhood Teacher in an Early Childhood Education Centre will be counted as service in accordance with **subclause 15.5**, provided that **paragraphs (d) and (e)** and the note at the end of **subclause 15.5** does not apply.
- (ii) An Early Childhood Teacher means a person who has completed an approved or recognised early childhood teaching qualification and is registered or accredited by the relevant teacher accreditation authority.

(iii) An Early Childhood Education Centre means an approved centre-based early childhood education and care service as defined in Section 5 of the *Children (Education and Care Services) National Law (NSW)* but does not include an out of school hours care service or family day care service.

15.7 Process for applying for credit for service

- (a) The Employer will advise applicants for teaching positions in writing of all types of previous service recognised under this Agreement and of the documentation and evidence required to substantiate such previous service.
- (b) Recognition of previous teaching service pursuant to **subclause 15.5** or **paragraphs 15.6(a), (c) and (d)** will be supported by a statement of service on official letterhead which confirms the period of service to be recognised.
- (c) Recognition of a period of child-rearing will be supported by a statutory declaration establishing the period of child-rearing to be recognised and a copy of the child's birth certificate.
- (d) Where the Employer considers that the documentation provided by a Teacher who is appointed by the Employer, does not meet the requirements of this **subclause 15.7** with the consequence that the Employer will not recognise the relevant period of service, the Employer will advise the Teacher in writing as soon as reasonably practicable.
- (e) Subject to **subparagraph 15.7(f)**, recognition of previous service pursuant to **subclauses 15.5 or 15.6** will apply from the date the application was received by the Employer. However, in the case where the application was received within one school term of the date the Teacher commenced employment with the Employer, the recognition will be granted from the date of commencement.
- (f) Notwithstanding **subparagraph 15.7(e)**, a Teacher may only apply for credit for service to be recognised pursuant to **paragraphs 15.6(a) or (b)** by submitting an application to the Employer no later than twelve months following the date they commenced employment with the Employer.

15.8 Proficient Pending

- (a) A Teacher who is a Proficient Pending Teacher as defined in **paragraph 15.2(e)** will be classified as Proficient Pending pursuant to this **subclause 15.8** if the Teacher has at least two years' full-time equivalent teaching service in Australia, or at least three years' full-time equivalent teaching service in the case of overseas service. For the purposes of this **subclause 15.8** full-time equivalent teaching service shall be calculated in accordance with **subclause 15.5 or paragraph 15.6(a)**, as relevant.
- (b) The Teacher will be placed on the relevant salary step within Proficient Teacher (Steps 3 to 7) according to his or her teaching service (that is, not including a period of two years of full-time equivalent teaching service, which is deemed to be service as a Graduate Teacher). The Teacher will remain on the Proficient Teacher salary step for one year full-time equivalent teaching service, during which period the

Teacher may apply for Proficient Teacher accreditation or apply for mutual recognition (in the case of an interstate Teacher) with NESA.

- (c) On attaining Proficient Teacher accreditation the Teacher will be classified as Proficient. If the Teacher does not attain Proficient Teacher accreditation within the time frame specified in **paragraph 15.8(b)** above, the Teacher will be paid at Graduate Teacher Step 2 until the Teacher achieves Proficient Teacher accreditation; on such date the Teacher will progress to the relevant Proficient Teacher salary step based on their service (that is, not including a period of two years full-time equivalent teaching service that is deemed to be service as a Graduate Teacher).

Example:

An overseas teacher who has completed five years' full-time equivalent service who holds provisional accreditation with NESA is initially classified as Proficient Pending and placed at Proficient Teacher Step 6. If after 12 months' full-time equivalent service they do not attain proficient teacher accreditation from NESA, they will be paid as a Graduate Teacher Step 2 until they attain proficient teacher accreditation.

If such a Teacher then takes a further 13 months' full-time equivalent service to attain proficient teacher accreditation, they will progress to Proficient Teacher Step 7. (Noting that service completed since the commencement of employment with the Employer counts as service for determining their salary step within Proficient Teacher Steps 3 to 7).

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

PART 5 - CLASSIFICATION OF GENERAL EMPLOYEES, TRADE INSTRUCTORS AND TRADE TRAINING OFFICERS

16. Classification structure for General Employees

16.1 General Employees must be classified according to the structure and under the occupational streams set out in **Annexure A** to this Agreement.

16.2 Progression

(a) General Employees will typically commence on the first step of the classification level to which they are appointed.

Provided that the Employer will recognise comparable and relevant service performed by a General Employee with another NSW/ACT Catholic Diocesan Employer when determining the commencement step for the General Employee.

(b) General Employees will progress to the next step within that classification level upon the completion of 12 months of service with the Employer, provided that:

(i) Step 4 within the Level 4 classification can only be accessed by General Employees in the Classroom and Learning Support Services stream. All other General Employees at Level 4 may only progress to step 3.

(ii) Appointments to Level 6 are based upon school type and enrolments and job type, as set out at **subparagraphs 2(d)(i)** and **(ii)** of **Annexure A** and General Employees have no right of automatic progression between Levels 6A and 6B.

(c) For the purpose of **paragraph 16.2(b)**, 12 months of service is defined as 12 months service, excluding unpaid leave, provided that where a full-time or part-time General Employee works four school terms in a given year such employee will be regarded as having worked 12 months.

16.3 Reclassification

(a) A General Employee may apply for reclassification to a higher level.

(b) Such application must be made in writing and should identify the grounds and reasons for reclassification, having reference to skills required and duties required to be performed by the Employer, having regard to the classification structure set out in **Annexure A**.

(c) Where an application is made, the Employer will determine the application within a reasonable period.

(d) Where an application is successful:

(i) reclassification will take place from the first full pay period on or after the date the application was made; and

- (ii) the Employee will be placed on the first step of the new level following reclassification.

17. Classification of Trade Instructors

- 17.1** The classification of Trade Instructor will commence operation from the 2026 school service date of 27 January 2026.
- 17.2** A Trade Instructor will usually hold the following qualifications:
 - (a) Certificate IV in Training and Assessment; and
 - (b) a relevant trade qualification accredited by ASQA.
- 17.3** A Trade Instructor will be classified in accordance with **subclause 17.4** and:
 - (a) Any new Trade Instructors who commence employment on or from 27 January 2026 will be paid the salary as set out in **Table 1 of Schedule C - Trade Instructors' Salaries and Allowances**.
 - (b) Notwithstanding **paragraph 3.5(d)**, Trade Instructors employed before 27 January 2026 will be paid the salary as set in **Table 1 of Schedule C - Trade Instructors' Salaries and Allowances** from the first full pay period on or after 27 January 2026.
- 17.4 Classification and Progression of a Trade Instructor**
 - (a) A Trade Instructor will commence on Step 1 of the Trade Instructor classification and salary scale as set out in **Table 1 of Schedule C - Trade Instructors' Salaries and Allowances** and progress to the next salary step (up to Step 5) on completion of each full-time equivalent (FTE) year of service as set out in this clause.
 - (b) For the purpose of calculating credit for service for appointment to and progression on Steps 1 to 5 of the Trade Instructor classification scale, service in registered schools (before or after the Commencement Date) will be recognised as follows:
 - (i) any employment as a full-time Trade Instructor will be counted as service;
 - (ii) the amount of service as a part-time Trade Instructor will be calculated in proportion to the full-time instructional load of a Trade Instructor at the school;
 - (iii) service as a casual Trade Instructor will be credited on the basis that 203 days of casual service is equal to a year of full-time service.
- 17.5 Other Service**
 - (a) When determining the commencement step for a Trade Instructor, subject to the provision of evidence satisfactory to the Employer, the Employer will recognise:
 - (i) comparable and relevant service performed with TAFE NSW; and/or
 - (ii) a Trade Instructor's experience working within the trade.

- (b) In relation to service with TAFE NSW, such evidence may include a statement of service. In relation to experience working within the trade, such evidence may include a statutory declaration.

17.6 Trade Instructor becoming a Proficient Teacher

- (a) If a Trade Instructor becomes accredited as a Proficient Teacher by NESA and has completed a minimum of two years' full-time service as a Trade Instructor, they may apply to the Employer to be reclassified as a Proficient Teacher in accordance with **clause 15 - Classification of Teachers** of this Agreement.
- (b) A year of service as a Trade Instructor with the Employer or another NSW/ACT Catholic Diocesan Employer will be counted as a year of teaching service for the purposes of reclassification as a Teacher. However, a Trade Instructor will not be reclassified to a higher step than Step 6 (Proficient) on the Teacher classification scale.
- (c) A Trade Instructor's reclassification to that of a Teacher will take effect from the first full pay period on or after the date the application is made to the Employer.

18. Classification of Trade Training Officers

- 18.1** The classification of Trade Training Officer commences operation from the 2026 school service date of 27 January 2026.
- 18.2** A Trade Training Officer will usually hold a relevant trade qualification accredited by ASQA.
- 18.3** A Trade Training Officer will be classified in accordance with **subclause 18.4** and:
 - (a) Any new Trade Training Officers who commence employment on or from 27 January 2026 will be paid the salary as set out in **Table 1 of Schedule D - Trade Training Officer Rates of Pay and Allowances**.
 - (b) Notwithstanding **paragraph 3.5(d)**, Trade Training Officers employed before 27 January 2026 will be paid the salary as set in **Table 1A of Schedule D - Trade Training Officer Rates of Pay and Allowances** from the first full pay period on or after 27 January 2026 as follows:
 - (i) A Trade Training Officer who was employed by the Employer at the Officer 2 classification will transition to Step 3;
 - (ii) A Trade Training Officer who was employed by the Employer at the Officer 3 classification will transition to Step 4.

18.4 Classification and Progression of a Trade Training Officer

- (a) A Trade Training Officer will commence on Step 1 of the Trade Training Officer classification and salary scale as set out in **Table 1A of Schedule D - Trade Training Officer Rates of Pay and Allowances** and will progress to the next step within the classification scale upon the completion of 12 months service with the Employer as set out in this clause.

- (b) For the purpose of calculating credit for service for appointment to and progression on Steps 1 to 4 of the Trade Training Officer classification scale, each 12 months full-time, part-time or casual service as a Trade Training Officer with another NSW/ACT Catholic Diocesan Employer (before or after the Commencement Date) will be recognised by the Employer.

18.5 Other Service

- (a) For the purposes of determining the commencement step for a Trade Training Officer, subject to the provision of evidence satisfactory to the Employer, the Employer will recognise comparable and relevant service performed by a Trade Training Officer with TAFE NSW and/or a Trade Training Officer's experience working within the trade.
- (b) In relation to service with TAFE NSW, such evidence may include a statement of service. In relation to experience working within the trade, such evidence may include a statutory declaration.

PART 6 - PAY AND ALLOWANCES

19. Payment of salary

19.1 Fortnightly payments

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

19.2 Overpayments/underpayments

Where the Employer becomes aware that payments have been made over or under the entitlements provided for in this Agreement, the Employer will investigate to establish the overpayment or underpayment and notify the Employee in writing of the basis of the overpayment or underpayment. If the parties are unable to reach agreement on the amount due or to be recovered or agreed repayment arrangements, either party may have recourse as provided in **clause 47 - Dispute resolution procedures**.

19.3 Salary packaging

- (a) An Employer may offer salary packaging arrangements to its Employees, allowing Employees to receive the value of their annual salary as a combination of salary (payable fortnightly) and benefits payable by the Employer. The total value of such salary and benefits as well as fringe benefits tax and any employer administrative charge, will equal the Employee's salary prescribed in this Agreement.
- (b) The Employer is not responsible for ensuring such arrangements are financially beneficial for Employees, who should seek their own independent financial advice before entering into such arrangements.
- (c) Where an Employee enters a salary packaging arrangement, the Employee's salary for the purposes of calculating superannuation, termination payments (including on the death of the employee) and any other entitlements provided under this Agreement is the salary that would apply if the salary packaging arrangement had not been agreed.
- (d) Additional superannuation as a component of salary packaging is payable to the Employee's eligible superannuation fund.

20. Salaries for Teachers

20.1 Salary payable

- (a) The minimum annual salaries payable to Teachers will be as set out in **Table 1 of Schedule A - Teachers' Salaries and Allowances**.
- (b) The classification of the Teacher will be determined in accordance with **clause 15 - Classification of Teachers** of this Agreement.

- (c) Fortnightly rates are calculated by multiplying the annual salary by 14 and dividing by 365, with the answer rounded to two decimal places.

20.2 Payment of part-time Teachers

A part-time Teacher, including a temporary part-time Teacher, will be paid at the same rate as a full-time teacher with the corresponding classification, in accordance with the FTE load of the Teacher.

20.3 Casual Teachers

- (a) The amount payable to a casual Teacher is set out in **Table 2 of Schedule A - Teachers' Salaries and Allowances**.
- (b) The rates for a casual Teacher have been calculated by taking the appropriate annual rate in **subclause 20.1**, dividing by 203 in the case of a daily payment or 406 in the case of a half-daily payment, and adding a 5% loading, rounded to two decimal places.
- (c) The appropriate annual rate for determining the rates for Casual Teacher 1, 2 and 3 are set out below:

Casual Teacher Level	Corresponding Classification Step (Clause 15)
Casual Teacher 1	Step 1
Casual Teacher 2	Step 3
Casual Teacher 3	Step 5

- (d) In accordance with **clause 15 – Classification of Teachers**, a casual Teacher:
 - (i) Will progress to Casual Teacher 2 where the Teacher is a Proficient Teacher as defined at **paragraph 15.2(b)**.
 - (ii) Will progress to Casual Teacher 3 where the Teacher has completed two years of full-time teaching service as a Proficient Teacher as defined at **paragraph 15.2(b)**.

21. Promotion positions for Teachers

21.1 Definitions

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

- (a) **'Coordinator 1'** means a Teacher appointed to be responsible for assisting the Principal in the conduct and organisation of the school in:
 - (i) an area of curriculum; and/or

- (ii) an identified program in the school such as pastoral care; and/or
- (iii) other duties as determined by the Principal.

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

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

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

- (c) **'Coordinator 3'** means a Teacher with the responsibility for major school programs or initiatives. Such programs may involve the whole school community including staff, students, parents, clergy and the wider school community. A Teacher with the status of Coordinator 3 may be responsible for:
 - (i) the overall staff development program; and/ or
 - (ii) coordination of an area of curriculum; and/ or
 - (iii) the support and supervision of those responsible for the coordination of subject areas; and/ or
 - (iv) the overall coordination of pastoral care, curriculum development and/ or implementation and evaluation in the school; and/ or
 - (v) other duties as determined by the Principal.

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

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

21.2 Salaries and allowances for promotion positions

- (a) The minimum annual rate of salary or allowances payable to Teachers appointed to promotion positions are set out in **Table 3A and 3B of Schedule A - Teachers' Salaries and Allowances**.

Fortnightly rates are calculated by multiplying the annual salary or allowance by 14 and dividing by 365, with the answer rounded to two decimal places.

- (b) Where an allowance is payable, the allowance will be in addition to the salary payable to the Teacher.
- (c) In the case of an Assistant Principal appointed in multi-campus colleges, the Assistant Principal's salary is based on the total enrolment of the multi-campus college.
- (d) Where a part-time Teacher is appointed to a promotion position, the Teacher may be paid a proportion of the allowance if:
 - (i) the Teacher is performing a proportion only of the duties of the position; or
 - (ii) the promotion position and allowance is shared between Teachers.

Note 1: Nothing in this **paragraph 21.2(d)** limits or affects the operation of **subclause 21.5**, including the requirement to appoint the minimum number of promotion positions.

Note 2: Where an allowance is paid on a proportional basis, the amount must not be less than the Teacher's proportional appointment as calculated under **subclause 20.2**.

21.3 Acting appointments

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

21.4 Appointment on merit

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

21.5 Coordinator positions

- (a) The Employer will allocate Coordinator points according to the tables at **paragraphs 21.5(c) and (d)** below.
- (b) "Previous year's census date" will refer to the census undertaken in the month of August.
- (c) **Points Allocation - Primary Schools**

Enrolment at previous year's census date	Points including learning technologies
1-100	-
101-350	3

Enrolment at previous year's census date	Points including learning technologies
351-500	5
501-550	6
551-600	7
601-700	8
701-800	10
801+	12

(d) **Points Allocation - Secondary Schools**

Enrolment at previous year's census date	Number of points 7-12
1-200	-
201-300	-
301-400	16
401-500	20
501-600	22
601-700	26
701-800	30
801-900	32
901-1,000	34
1,001 - 1,100	37
1,101-1,200	40
1,201-1,300+	42

(e) The tables above do not include the position of Assistant Principal (subject to the provisions of **paragraph 21.6(b)** below) or Religious Education Coordinator positions.

- (f) Where appointed, the position of Learning Technology Coordinator is included in the tables above.
- (g) From the commencement of the school year, any points that were previously allocated to the position of Learning Technology Coordinator can be reallocated to another promotion position within the school at the discretion of the Principal, based on operational needs.
- (h) For schools with enrolments above 1,300 or involved in a multi-campus complex, any promotion points beyond 36 will be determined by the Employer.
- (i) **Minimum requirements for Coordinator positions**
 - (i) Where there is a program of work in an area of instruction (including curriculum sporting instruction) in a Secondary Department the hours of which aggregate more than 54 hours per week averaged over the school year, a Coordinator 2 will be appointed to coordinate such an area of instruction.
 - (ii) In determining an area of instruction, the Employer may aggregate two or more subjects to comprise an area of instruction, provided that the total hours aggregated do not exceed 108 hours per week averaged over the school year.
 - (iii) Where hours per week exceed 108 hours per week, the area of instruction will attract the equivalent of a Coordinator 3. There is no requirement to appoint a Coordinator 3 as such; the position may be filled by appointing a Coordinator 2 assisted by a Coordinator 1.
 - (iv) In calculating the average number of hours under this **paragraph 21.5(i)** the number of hours in a Year 12 class will be calculated as if a Year 12 teacher taught the same number of hours in Term 4 as in Terms 1 to 3 of that year.

21.6 Assistant Principal positions

- (a) The position of Assistant Principal will be appointed where the enrolment at the previous year's census date:
 - (i) in a Secondary Department exceeds 200 students
 - (ii) in a Primary Department exceeds 100 students, but only where a school only consists of a Primary Department or the Primary Department of the school is at a different location from the Secondary Department.
- (b) At its sole discretion, the Employer may appoint a second Assistant Principal at a single campus secondary school by utilising three points from the school's allocation of points as provided in the tables at **paragraphs 21.5(c) and (d)** above.

21.7 Religious Education Coordinators

- (a) The allowance payable for the position of Religious Education Coordinator will be based on the existing promotion position structure of Coordinator 1, Coordinator 2 and Coordinator 3.

(b) The position of Religious Education Coordinator will be assigned additional points by comparison with other Coordinator positions for the following reasons:

- (i) the Religious Education Coordinator is a member of the school executive
- (ii) the Religious Education Coordinator facilitates and promotes the religious dimension across all Key Learning Areas;
- (iii) the Religious Education Coordinator has a liaison role with the wide community.

(c) **Point allocation**

- (i) Religious Education Coordinator points are additional to the points provided in the tables at **paragraphs 21.5(c) and (d)** above.
- (ii) **Primary schools**

Primary enrolment at previous year's census date	Points
1-200	2
201-350	2.5
351-750	3
751+	3 plus an additional 1 point for the appointment of an Assistant Coordinator in Religious Education

(iii) **Secondary schools**

Secondary enrolment at previous year's census date	Points
1-900	3
901+	3 plus an additional 1 point for the appointment of an Assistant Coordinator in Religious Education

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

21.8 Period of appointment

- (a) Normally appointments to promotion positions are ongoing in nature, other than for those to the position of Special Projects Teacher or the position of Learning Technology Coordinator.
- (b) A Special Projects Teacher means a Teacher appointed as such who is responsible for developing and implementing outstanding teacher practice and leadership with particular reference to the performance and quality of Teachers in the school, or who is required to perform other duties (of comparable level including in the area of pastoral care) requiring a high level of professional expertise.
- (c) Special Project Teacher appointments will normally be for one years' duration.
- (d) Learning Technologies Coordinator appointments are made for up to three years.
- (e) Where genuine reasons for temporary appointments exist, a temporary appointment to a Coordinator position may be made for a period of time consistent with the provisions of **clause 14 - Temporary Employees (Employees on fixed term contracts)**.

22. Allowances and expense related entitlements for Teachers

22.1 Travel expenses

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

22.2 Travel allowance

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

22.3 Payment for supervision of student teachers

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

22.4 Special Education Teacher allowance

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

23. Rates of pay for General Employees

23.1 Unaveraged rate - General Employees who work 48 weeks per year

- (a) General Employees who are required to work 48 weeks per year will be paid the applicable annual rate for their classification as set out in **Table 1A - General Employees - Unaveraged Annual Rate of Pay (48 weeks per year)** of **Schedule B - General Employees' Rates of Pay and Allowances**.
- (b) Corresponding weekly rates are calculated by dividing the applicable annual rate by 52.14 and rounding to two decimal places.
- (c) Hourly rates, calculated by dividing the weekly rate by 38, then rounding to two decimal places, are set out in **Table 1B - General Employees - Unaveraged Hourly Rate of Pay (48 weeks)** of **Schedule B - General Employees' Rates of Pay and Allowances**.
- (d) Casual rates, calculated by adding a loading of 25% to the hourly rate, and rounding to two decimal places are set out in **Table 2 - General Employees - Casual Rates of Pay and Allowances**. This casual rate includes compensation for annual leave under the Act.

23.2 Averaged rate of pay - General Employees who work less than 48 weeks per year

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

$$0.9 \times A$$

Where:

A = the annual rate of pay for full-time General Employees required to work 48 weeks per year as set out in **Table 1A - General Employees - Unaveraged Annual Rate of Pay (48 weeks per year)**. The annual averaged rates of pay are set out in **Table 1C - Averaged Annual Rate of Pay (School Terms only)** of **Schedule B - General Employees' Rates of Pay and Allowances**.

- (c) Minimum averaged weekly rates are calculated by dividing the applicable annual rate by 52.14 and rounding to two decimal places.
- (d) Hourly rates, calculated by dividing the averaged weekly rate by 38, then rounding to two decimal places, are set out in **Table 1D - General Employees - Averaged Hourly Rate of Pay (School Terms only)** of **Schedule B - General Employees' Rates of Pay and Allowances**.
- (e) Notwithstanding **paragraph 23.2(b)** above, if a General Employee works more than school terms, but less than 48 weeks per year, the following provisions will apply:
 - (i) the minimum weekly rate of pay for a full-time General Employee will be determined using the following formula:

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

Where:

W = the weekly rate of pay for full-time General Employees required to work 48 weeks per year as per **clause 23.1(b)**.

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

- N cannot be less than the number of school days in that school, and will, for the purposes of applying this formula only, be deemed to be not less than 205 days
- The value of N does not include the days paid at a casual rate in **clause 34 - Work during pupil vacation periods for General Employees**;
- N excludes public holidays; and
- N cannot exceed 229 and if it does the General Employee will not be paid an averaged rate and instead receive the unaveraged rate in accordance with **subclause 23.1**
- (ii) Corresponding hourly rates can be determined by dividing the applicable averaged weekly rate determined in accordance with this formula by 38, rounded to two decimal places.
- (f) Where a General Employee is receiving an averaged rate of pay in accordance with this subclause, this rate will be the appropriate rate for all purposes, except the calculation of casual and overtime rates of pay, in which case the unaveraged rates in **Table 2 - General Employees - Casual Rates** and **Table 1B - General Employees - Unaveraged Hourly Rate of Pay (48 weeks per year)** of **Schedule B - General Employees Rates of Pay and Allowances** will be used respectively.

23.3 Payment for part time and casual General Employees

- (a) Part-time General Employees will be paid, for each hour worked during ordinary time, the applicable hourly rate as set out in:
 - (i) **Table 1B - General Employees - Unaveraged Hourly Rate of Pay (48 weeks per year)** of **Schedule B - General Employees' Rates of Pay and Allowances** in the case of General Employees who work 48 weeks of the year;
 - (ii) **Table 1D - General Employees - Averaged Hourly Rate of Pay (School Terms only)** of **Schedule B - General Employees' Rates of Pay and Allowances** in the case of General Employees who work school terms or only; or
 - (iii) Such other rate as determined in accordance with **subparagraph 23.2(e)(ii)**.
- (b) Casual General Employees will be paid, for each hour worked, the applicable hourly rate set out in **Table 2 - General Employees - Casual Rates of Schedule B - General Employees' Rates of Pay and Allowances**.
- (c) Part-time and casual General Employees must be paid for a minimum of three hours for each start.
- (d) Notwithstanding **paragraph 23.3(c)** a minimum two hour start may apply to General Employees (other than those in the School Operational Services stream) where such a General Employee:
 - (i) is performing work in a specific funded program, such as integration programs, ESL, new arrivals programs or like programs;
 - (ii) is performing work in relation to tube feeding or dispensing medicine and work for a minimum three hours is not required and/or funded; or
 - (iii) is performing work in relation to traffic control or assisting a disabled student to alight from, or board, a bus.
- (e) Notwithstanding **paragraph 23.3(c)**, a minimum two hour start will apply to cleaners and bus drivers, including for broken shifts.
- (f) Notwithstanding **paragraphs 23.3(c), (d) and (e)**, the Employer and General Employee may implement a shorter minimum period of engagement, by way of an Individual Flexibility Arrangement, as set out in **clause 5 – Individual flexibility arrangement**, to suit the particular needs of the Employer and the General Employee.

23.4 Mixed functions and higher duties

- (a) A General Employee may be employed to perform work at different classification levels (including work performed within different occupational streams) on either a temporary or ongoing basis.
- (b) Where the requirement to work at different levels is temporary and is for more than one day and has been expressly authorised by the Employer, the General Employee must be paid at the higher level for the whole period during which work at the higher level is performed.

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

24. Allowances and related expenses for General Employees

24.1 Meal allowance

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

24.2 First aid allowance

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

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

- (b) A General Employee who is paid a first aid allowance may also be called on to dispense medication to students, or to supervise students who self-administer medication.

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

24.3 Health care procedures allowance

(a) A General Employee who is required by the Employer from time to time to perform, or supervise, health care procedures on students of the school will be paid an allowance in accordance with **Table 3 - Allowances for General Employees of Schedule B - General Employees' Rates of Pay and Allowances**. If the General Employee is employed on a part-time basis, they will instead receive the applicable daily rate set out in that Table for each day they work.

(b) All health care procedures will be in accordance with a medical plan developed by the student's treating practitioner and provided to the Employer from the pupil's parent(s)/guardian(s)/caregiver(s). For the purposes of this allowance a health care procedure means any one of the following:

- (i) Tube feeding - This includes feeding via a gastrostomy or nasogastric tube but does not include tube insertion.
- (ii) Suctioning - This includes shallow suctioning including removal of secretions from the mouth, nose or around the tracheotomy tube. This does not include tracheotomy tube changes.
- (iii) Assisted toileting - This includes assisting with self-catheterisation or catheter drainage equipment (urethral or suprapubic) and aerating/emptying a colostomy bag. Provided that General Employees will not be required to conduct the insertion of an indwelling urinary catheter.

(c) This allowance is only paid when:

- (i) such procedures and/or supervision is required by the Employer; and
- (ii) the General Employee is on duty.

(d) A General Employee who receives this allowance may also be called upon to dispense medication to students or supervise a student who self-administers medication.

24.4 Travel expenses

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

24.5 Travel allowance

(a) A General Employee required by the Employer to use their own motor vehicle in the performance of duties will be paid an allowance as set out in **Table 3 - Allowances for General Employees of Schedule B - General Employees' Rates of Pay and Allowances**.

(b) The allowance will be calculated on a daily basis.

- (c) Where a General Employee is required to travel from their home to a location other than their usual place of employment, the General Employee is entitled to be paid the allowance for all kilometres travelled to and from such other work location, subject to:
 - (i) in the case of a General Employee who normally travels to work in their own motor vehicle, a deduction of the kilometres normally travelled to and from their usual place of employment on that day; or
 - (ii) otherwise, a deduction of the usual costs of the General Employee's journey to and from the usual place of employment (e.g. public transport fares), but only to the extent that such usual costs have not also been incurred in respect of that day.

24.6 Travelling time

If a General Employee, in the course of their duty, is required to go to any place other than their usual place of employment and the travel is outside of their ordinary hours of work, the General Employee will be paid their ordinary rate for half the time spent travelling which is in excess of the time it takes to travel from their home to their usual place of employment.

24.7 Uniforms, protective clothing and laundry allowance

- (a) A General Employee will be provided with any uniform, protective clothing or equipment required for their work. All uniforms, protective clothing and equipment supplied by the Employer to the General Employee must be returned upon termination of employment.
- (b) In the event of a General Employee being required to wear a uniform the General Employee will be paid an amount as set out in **Table 3 – Allowances for General Employees of Schedule B - General Employees’ Rates of Pay and Allowances**.

24.8 Broken shift allowance

A General Employee performing the work of a Bus Driver or Cleaner who is required to work a broken shift as provided for in **subclause 33.4 - Broken shifts** will be paid a broken shift allowance as set out in **Table 3 - Allowances for General Employees of Schedule B - General Employees’ Rates of Pay and Allowances** for each period of duty, with a maximum of two payments per day.

24.9 Overnight school camps – Classroom and Learning Support Staff only

- (a) Where the Employer requires a General Employee to work on an overnight school camp to supervise and assist students, the Employer must provide the General Employee with at least 4 weeks' notice, unless the General Employee volunteers for this task or there is otherwise mutual agreement between the Employer and the General Employee.
- (b) A General Employee may refuse to attend an overnight school camp where the requirement is unreasonable having regard to the General Employee's personal circumstances, including any family and carer responsibilities.
- (c) A General Employee will be paid a camp attendance allowance as set out in **Table 3 – Allowances for General Employees of Schedule B – General Employees’ Rates of Pay and Allowances**.

Pay and Allowances for each night the Employee is required to sleepover at the overnight school camp.

25. Rates of pay and allowances for Trade Instructors

25.1 Salary payable

- (a) The minimum annual salaries payable to full-time Trade Instructors are set out in **Table 1 - Annual Salaries of Schedule C - Trade Instructors' Salaries and Allowances**.
- (b) Fortnightly rates are calculated by multiplying the annual salary by 14 and dividing by 365, with the answer rounded to two decimal places.

25.2 Payment of part-time Trade Instructors

A part-time Trade Instructor will be paid at the same rate as a full-time Trade Instructor with the corresponding classification, in accordance with the FTE instructional load of the Trade Instructor.

25.3 Travel expenses

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

25.4 Travel allowance

- (a) A Trade Instructor required by the Employer to use their own motor vehicle in the performance of duties will be paid an allowance as set out in **Table 2 - Allowances for Trade Instructors of Schedule C – Trade Instructors' Salaries and Allowances**.
- (b) The allowance will be calculated on a daily basis.
- (c) Where a Trade Instructor is required to travel from their home to a location other than their usual place of employment, the Trade Instructor is entitled to be paid the allowance for all kilometres travelled to and from such other work location, subject to:
 - (i) in the case of a Trade Instructor who normally travels to work in their own motor vehicle, a deduction of the kilometres normally travelled to and from their usual place of employment on that day;
 - (ii) otherwise, a deduction of the usual costs of the Trade Instructor's journey to and from the usual place of employment (e.g. public transport fares), but only to the extent that such usual costs have not also been incurred in respect of that day.

26. Rates of pay and allowances for Trade Training Officers

26.1 Rates of Pay

- (a) The minimum annual salaries payable to full-time Trade Training Officers are set out in **Table 1A - Annual Salaries of Schedule D - Trade Training Officers' Rates of Pay and Allowances**.
- (b) Corresponding weekly rates are calculated by dividing the applicable annual salary by 52.14 and rounding to two decimal places.
- (c) Hourly rates, calculated by dividing the weekly rate by 38, then rounding to two decimal places are set out in **Table 1B - Hourly Rates of Schedule D - Trade Training Officers' Rates of Pay and Allowances**.
- (d) Casual hourly rates, calculated by adding a loading of 25% to the hourly rates and rounding to two decimal places are set out in **Table 2 - Casual Hourly Rates of Schedule D - Trade Training Officers' Rates of Pay and Allowances**. This casual rate includes compensation for annual leave under the Act.

26.2 Payment for part-time and casual Trade Training Officers

- (a) Part-time Trade Training Officers will be paid, for each hour worked during ordinary time, the applicable hourly rate as set out in **Table 1B - Hourly Rates of Schedule D - Trade Training Officers' Rates of Pay and Allowances**.
- (b) Casual Trade Training Officers will be paid, for each hour worked, the applicable casual hourly rate as set out in **Table 2 - Casual Hourly Rates of Schedule D - Trade Training Officers' Rates of Pay and Allowances**.
- (c) Part-time and casual Trade Training Officers must be paid for a minimum of three hours for each start.

26.3 Meal allowance

Where a Trade Training Officer is required to work more than two hours of overtime after the completion of five hours work, the Employer will provide the Trade Training officer with a suitable meal or a meal allowance as set out in **Table 3 - Allowances for Trade Training Officers of Schedule D - Trade Training Officers' Rates of Pay and Allowances**.

26.4 First aid allowance

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

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

- (b) A Trade Training Officer who is paid a first aid allowance may also be called on to dispense medication to students, or to supervise students who self-administer medication.

- (c) The first aid allowance is payable to Trade Training Officers during both term and non-term time, provided that it is not payable for the duration of any period of leave greater than 4 weeks that has been applied for and taken by an Employee.

26.5 Travel expenses

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

26.6 Travel allowance

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

26.7 Travelling time

If a Trade Training Officer, in the course of their duty, is required to go to any place other than their usual place of employment and the travel is outside of their ordinary hours of work, the Trade Training Officer will be paid their ordinary rate for half the time spent travelling which is in excess of the time it takes to travel from their home to their usual place of employment.

27. Apprentices

- 27.1** This Agreement incorporates the provisions of Schedule D to the Educational Services (Schools) General Staff Award 2020 as in force from time to time, provided that:
 - (a) the wage rates will be calculated in accordance with **subclauses 27.2 and 27.3** using the rates of pay contained in this Agreement;
 - (b) apprentices will be entitled to all other terms and conditions of employment under this Agreement.

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

Year of Apprenticeship	% of Level 3.1 General Employee Annual Rate of Pay
First Year	55
Second Year	65
Third Year	75
Fourth Year	90

27.3 An adult apprentice will be paid either the Level 1 rate of pay or the rate prescribed by **subclause 27.2** whichever is the higher. An adult apprentice will progress through the steps within the applicable level in accordance with **subclause 16.2**.

28. Supported wage

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

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

29. National training wage

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

30. Superannuation

30.1 Definitions

For the purposes of **this** clause:

- (a) “Basic Earnings” means:
 - (i) the minimum annual rate of salary/wage prescribed from time to time for the Employee by **clause 20 - Salaries for Teachers, clause 23 - Rates of pay for General Employees, clause 25 - Rates of pay and allowances for Trade Instructors or clause 26 - Rates of Pay and allowances for Trade Training Officers**;
 - (ii) in the case of Teachers, allowances pursuant to **Clause 21 - Promotion positions for Teachers** and **subclause 22.4**; and
 - (iii) in the case of General Employees, allowances pursuant to **subclauses 24.2, 24.3, and 24.8**;

- (iv) in the case of Trade Training Officers, an allowance pursuant to **subclause 26.4**.
- (v) the amount of any payment made to the Employee pursuant to **clause 38 - Salary adjustment formula and student vacation periods** and **clause 45 - Termination of employment**; and
- (vi) the amount of any payment to an Employee for paid parental leave pursuant to **clause 41 - Parental leave and related entitlements**; and
- (vii) any other payment that is 'ordinary time earnings' (OTE) as defined in subsection 6(1) of the *Superannuation Guarantee (Administration) Act 1992* (SGAA).

(b) "Fund" means:

- (i) NGS Super or successor
- (ii) the Employer's default fund
- (iii) any other superannuation fund approved in accordance with the Commonwealth's operational standards for occupational superannuation funds which the Employee is eligible to join and which is approved by the Employer as a fund into which an Employee of that Employer may elect to have the Employer pay contributions made pursuant to this Agreement in respect of that Employee; and
- (iv) an Employee's existing superannuation fund (stapled super fund),

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

30.2 Benefits

- (a) The Employer will, in respect of each Employee, make such superannuation contributions to a Fund for the benefit of the Employee as will avoid the Employer being required to pay the superannuation guarantee charge under superannuation guarantee legislation with respect to the Employee.
- (b) Where a new Employee commences employment with the Employer, the Employer will advise the Employee in writing of the Employee's superannuation entitlements under this Agreement and of the available Funds (including NGS Super) within two weeks of the date of commencement of employment. The Employee will advise the Employer in writing of their choice of Fund. If the Employee does not nominate a Fund, and does not have a stapled super fund, the Employer may nominate a default Fund.
- (c) Notwithstanding the provisions of **paragraph 30.2(a)**, the Employer will make superannuation contributions in respect of any payment that is Basic Earnings as defined in **paragraph 30.1(a)**.

30.3 Transfers between funds

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

- (a) of the Employee's application to join the other Fund; and

- (b) that the Employee has notified the trustees of the Employee's former Fund that the Employee no longer wishes the contributions which are paid on the Employee's behalf to be paid to that Fund.

30.4 Exceptions

The Employer will not be required to make contributions under this Agreement:

- (a) for any period an Employee is absent from their employment without pay, or
- (b) is under the age of 18 years old and works less than 30 hours per week; or
- (c) in respect of an Employee who is otherwise referred to in section 27 of the SGAA.

PART 7 - HOURS OF WORK

31. Hours of work for Teachers

This Agreement supplements the NES that deals with maximum weekly hours. The ordinary hours of a Teacher (full-time or part-time) may be averaged over a twelve month period.

32. Hours of work for Trade Instructors

This Agreement supplements the NES that deals with maximum weekly hours. The ordinary hours of a Trade Instructor (full-time or part-time) may be averaged over a twelve month period.

33. Hours of work for General Employees and Trade Training Officers

33.1 Ordinary hours of work

- (a) The ordinary hours of work of a full-time General Employee or Trade Training Officer exclusive of meal breaks will not, without the payment of overtime, exceed 38 per week (or 76 hours rostered over a fortnight).
- (b) The ordinary hours of work will be worked on no more than five days out of seven between the hours of 7.00am and 6.00pm Monday to Friday inclusive and between the hours of 7.30am and 12 noon on a Saturday.
- (c) Notwithstanding **paragraph 33.1(b)**, the ordinary hours for a General Employee performing the work of a Cleaner will be worked between the hours of 6.00am and 8.00pm Monday to Friday inclusive
- (d) The parties to this Agreement acknowledge that there may be circumstances where an individual General Employee or Trade Training Officer would prefer to work outside the prescribed ordinary span of hours. In these circumstances, the Employee's span of ordinary hours may be changed by way of an individual Flexibility Arrangement, as set out in **clause 5 - Individual flexibility arrangement**. Work performed within the revised span of hours will not attract overtime rates.
- (e) The Employer will fix a General Employee's or Trade Training Officer's ordinary hours of work and the ordinary time of meal breaks. This will be displayed in a conspicuous place accessible to the Employee or in their contract of employment. A General Employee or Trade Training Officer's hours of work will not be changed without payment of overtime for work

done outside the fixed hours, unless seven days' notice has been given, or a lesser period where there is mutual agreement by the Employer and General Employee or Trade Training Officer.

33.2 Part-time General Employees and Trade Training Officers

- (a) The span of ordinary hours of work will be the same as those worked by full-time Employees as provided in **subclause 33.1** provided that the ordinary hours of work will not exceed 8 hours per day, exclusive of meal breaks.
- (b) Part-time General Employees or Trade Training Officers who work additional hours will be paid at the casual rate of pay applicable to the Employee's position, provided that overtime rates will instead be payable in respect of any:
 - (i) hours worked outside the span of ordinary hours;
 - (ii) hours that are worked in excess of eight hours per day; and
 - (iii) hours that are worked in excess of 38 hours per week.

33.3 Casual General Employees and Trade Training Officers

The span of ordinary hours of work for casual General Employees and Trade Training Officers will be the same as those worked by full-time Employees as set out in **subclause 33.1**.

33.4 Broken Shifts

- (a) A General Employee employed as a Bus Driver or Cleaner may be rostered to work ordinary hours in a broken shift, comprising of two periods of duty per day (exclusive of meal breaks), with a minimum of two hours for each period of duty.
- (b) The maximum spread between the start of the first period of duty and the cessation of the second period of duty is 12 hours. Any hours in excess of these 12 hours will be paid as overtime.
- (c) General Employees working a broken shift will receive payment of the broken shift allowance as set out in **subclause 24.8**.

34. Work during pupil vacation periods for General Employees

- 34.1** General Employees who are not engaged to work for 48 weeks per year and who receive an averaged rate of pay in accordance with **subclause 23.2** may be required by the Employer to undertake additional occasional work during pupil vacation periods. Unless otherwise agreed by the Employer and General

Employee, the additional occasional work during pupil vacation periods will not exceed seven days per school year.

34.2 Where the Employer requires that work be performed during pupil vacation periods pursuant to **subclause 34.1** the following will apply:

- (a) the Employer will give the General Employee four term weeks written notice of the requirement to work during the pupil vacation period;
- (b) the notice will specify the time the General Employee is to work during the pupil vacation period;
- (c) the General Employee will not be required to work on days other than their normal working days per week and their normal working hours on those days;
- (d) the General Employee will not be required to work during the period of their four weeks of annual leave which, unless otherwise agreed, will typically be taken in a consecutive period during the school summer vacation. Public holidays extend the actual period of time off work during the December/January closedown;
- (e) Notwithstanding the above, a General Employee may agree to waive the conditions found in **paragraphs 34.2(a), (b), (c) or (d)**.

34.3 Payment for work during pupil vacation periods

- (a) Subject to **subclauses 34.1 and 34.2**, the General Employee will be paid for each day worked during a pupil vacation period at the appropriate casual rate for the General Employee's classification.
- (b) The casual rate will be in addition to the usual averaged rate of pay received by the General Employee per **subclause 23.2**.
- (c) If a General Employee is notified by the Employer in accordance with **subclause 34.2** and then not required to work on any day notified they will be paid at the appropriate part-time rate of pay for the General Employee's classification for that period(s), in addition to his or her ordinary pay.

34.4 General Employee has prior commitments

- (a) If a General Employee is unable to work during a particular week during a pupil vacation period because of family commitments or other activities planned during that week, the General Employee will give the Employer notice of their unavailability for that particular week. This should be given at the time the Employer advises of the requirement to work during the pupil vacation period.
- (b) If despite the notice of the General Employee's unavailability to work during one particular week in the pupil vacation period in accordance with **paragraph 34.4(a)**, the Employer still requires the General Employee to

work during that particular week, discussions will be held between the Employer and the General Employee and/or their Union.

35. Overtime for General Employees and Trade Training Officers

35.1 Requirement to perform reasonable overtime

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

35.2 Overtime rates

- (a) A General Employee or Trade Training Officer will be paid overtime for all authorised work performed outside of the ordinary hours of work, as provided in the relevant subclauses of **clause 33 - Hours of work of General Employees and Trade Training Officers** as follows:

Time Worked	Overtime rates for Full-time and part-time Employees	Overtime rates for Casual Employees*
Monday-Friday	150% of the unaveraged ordinary hourly rate of pay for the first 2 hours and 200% of the unaveraged ordinary hourly rate of pay after that.	175% of the unaveraged ordinary hourly rate of pay for the first 2 hours and 225% of the unaveraged ordinary hourly rate of pay after that.
Midnight Friday to Midnight Sunday	200% of the unaveraged ordinary hourly rate of pay.	225% of the unaveraged ordinary hourly rate of pay

* The overtime rates for casual Employees are inclusive of the casual loading prescribed by **paragraphs 23.1(d)** and **26.1(d)**.

- (b) In calculating overtime, each day's work will stand alone.
- (c) For work performed on Sunday a General Employee or Trade Training Officer will be paid at the overtime rate calculated in accordance with **paragraph 35.2(a)** for a minimum payment of four hours' work.

35.3 Minimum break before resumption of duty

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

35.4 Time off instead of overtime payment

- (a) Where a General Employee or Trade Training Officer has performed work on overtime, the General Employee or Trade Training Officer may elect, with the consent of the Employer, to take time off in lieu of payment for overtime at a time or times agreed with the Employer within 12 months of the overtime being worked. Such election will be evidenced in writing and kept with time and wages records. Overtime worked in each pay period must be the subject of a separate agreement. The agreement must state the number of hours worked, that the Employee has agreed to take time off rather than be paid for the overtime and that the Employee may request at any time to be paid instead of taking time off, and that if the Employee so requests, the overtime will be paid in the next pay period following the request.
- (b) If the General Employee or Trade Training Officer requests at any time to be paid for overtime covered by an agreement under **paragraph 35.4(a)** but not taken as time off, or if time off for overtime that has been worked is not taken within the period of 12 months mentioned in **paragraph 35.4(a)**, the Employer must pay the General Employee or Trade Training Officer for

the overtime in the following pay period, at the overtime rate applicable to the overtime when worked.

- (c) Overtime taken as time off during ordinary time hours will be taken at the ordinary time rate, that is, an hour for each hour worked, in respect of overtime worked between Monday and Friday inclusive.
- (d) Normal overtime rates for Saturday and Sunday as set out in **paragraph 35.2(a)** will typically apply for those days, provided that a General Employee or Trade Training Officer may request that the Employer provide time off instead of payment of overtime equivalent to the number of hours of payment the Employee would have received had they been paid overtime for such work.
- (e) A General Employee or Trade Training Officer may not accumulate more than 20 hours to be taken as leave in lieu of overtime payment.
- (f) A General Employee or Trade Training Officer will be paid any outstanding time in lieu of overtime at the overtime rate applicable to the overtime when worked if the Employee's employment terminates.

35.5 Recall to work

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

35.6 Make up time

- (a) A General Employee or Trade Training Officer may elect, with consent of the Employer, to work make-up time under which the Employee takes time off during ordinary hours, and works those hours at a later time, during the spread of ordinary hours provided in this Agreement, at the ordinary rate of pay.
- (b) Where a General Employee or Trade Training Officer has not worked the make-up time within the next two pay periods following taking time off during ordinary hours, the Employer may direct the Employee to work the make up time in accordance with reasonable notice.

36. Meal and rest breaks

36.1 Meal break for Teachers and Trade Instructors

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

36.2 Meal break for General Employees and Trade Training Officers

- (a) Subject to **paragraph 36.2(b)**, a General Employee or Trade Training Officer who works four hours or more is entitled to a meal break, of not less than 30 minutes and not more than one hour, free of duties, which will be taken no later than five hours after commencing work. Such meal break will not be counted as time worked and is unpaid.
- (b) Provided that a General Employee or Trade Training Officer who works between four hours and not more than five hours may elect, but not be required, to take a meal break in accordance with **paragraph 36.2(a)**.

36.3 Rest break for General Employees and Trade Training Officers

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

PART 8 - LEAVE

37. Annual Leave

37.1 Entitlement

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

37.2 Taking of leave

- (a) Teachers and Trade Instructors are required to take annual leave in a consecutive period at the commencement of the school summer vacation each year.
- (b) General Employees and Trade Training Officers are ordinarily required to take annual leave in a consecutive period at the commencement of the school summer vacation, except where the Employer and the Employee agree in writing to the contrary.
- (c) Annual leave is exclusive of public holidays (in accordance with **clause 39 – Public holidays**).
- (d) Annual leave must be re-credited in accordance with the Act. The Employer may direct that, in the case of a Teacher, Trade Instructor or Trade Training Officer, any re-credited leave be taken during non-term weeks.

37.3 Annual leave loading

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

37.4 Cash out of annual leave for General Employees working 48 weeks a year and Trade Training Officers

A General Employee working 48 weeks a year, or a Trade Training Officer, may request to cash out a particular amount of the Employee's accrued annual leave subject to the following conditions:

- (a) paid annual leave must not be cashed out if the cashing out would result in the Employee's remaining accrued entitlement to paid annual leave being less than 4 weeks; and
- (b) each cashing out of a particular amount of paid annual leave must be by a separate agreement in writing between the Employer and the Employee; and
- (c) the Employee must be paid at least the full amount that would have been payable to the Employee had the Employee taken the leave that the Employee has forgone.

38. Salary adjustment formula and student vacation periods

38.1 Entitlement

This clause applies only to Teachers, Trade Instructors, and General Employees who receive an averaged salary in accordance with **subclause 23.2**.

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

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

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

38.3 School year

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

38.4 Hours based calculations for Teachers and Trade Instructors

For the purposes of this clause only:

- (a) Full-time Teachers and Trade Instructors will be deemed to work 38 hours per week, and part-time Teachers and Trade Instructors will be deemed to work a proportionate amount. For example a 0.2 FTE Teacher and Trade Instructor will be deemed to work 7.6 hours per week. For the purposes of accumulating and receiving payment during student vacation periods, each half day worked by, or paid to, a Teacher or Trade Instructor will be deemed to be equivalent to 3.8 hours;
- (b) The applicable hourly rate of pay for a Teacher and Trade Instructor will be calculated by dividing the applicable fortnightly rate of pay, as set out in **paragraph 20.1(c), paragraph 21.2(a)** in relation to promotion positions, or **paragraph 25.1(b)**, by 76.

38.5 Calculation of entitlement

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

- (a) The rate of accumulation is determined by the SVP Ratio. The SVP Ratio for a School Year is determined by dividing the total number of weekdays falling within student vacation periods by the total number of weekdays falling during term time and rounded to three decimal places. For the purposes of this calculation, public holidays falling on a weekday are counted as weekdays;
- (b) Upon request from the Union, Employers will advise the Union of the SVP Ratio applicable in a given year.
- (c) For every hour worked by an Employee during term time, that Employee’s SVP Balance will be increased by the amount of the SVP Ratio for that school year. For example, in a School Year with an SVP Ratio of 0.286 (being 58 weekdays falling within student vacation periods divided by 203 weekdays falling during term time), an Employee who works 10 hours will accumulate 2.86 hours to their SVP Balance.
- (d) For each hour an Employee is paid during a student vacation period, an hour will be deducted from the Employee’s SVP Balance.

38.6 Payment for student vacation periods

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

38.7 Payment of outstanding SVP balances

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

38.8 Notification by the Employer

Where an Employee:

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

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

38.9 An Employee must not be paid less, in a given school Year, than the amount they would have received following the application of the formulas set out in subclause 33 of the previous agreement.

39. Public holidays

39.1 For the purposes of this Agreement, public holidays are defined in the Act and include New Year's Day, Australia Day, Good Friday, Easter Saturday, Easter Sunday, Easter Monday, Anzac Day, King's Birthday, Labour Day, Christmas Day, Boxing Day, and any other day, or part day, recognised under the NES as a public holiday.

39.2 In addition to the public holidays set out in **subclause 39.1**, a General Employee who is required to work 48 weeks per year in accordance with subclause 23.1, will be entitled to one additional holiday in each calendar year, which must be taken within that calendar year. This additional holiday will be observed on Holy Thursday. Such additional holiday may be observed on an alternative day to that set out above if agreed to by the majority of affected Employees in a school and the Employer.

39.3 An Employee is entitled to be absent from their employment on a day or part day that is a public holiday in the place where the Employee is based for work purposes.

39.4 Full-time and part-time Employees will be entitled to the above holidays without loss of pay, provided that an Employee will only be paid for such holidays that occur on days the Employee is normally or regularly rostered to work their ordinary hours.

39.5 The Employer may request an Employee to work on a public holiday if the request is reasonable. An Employee may refuse the request if the request is not reasonable or the refusal is reasonable. In determining whether a request or refusal of a request to work on a public holiday is reasonable, consideration will be given to criteria set out in section 114(4) of the Act.

39.6 Where a General Employee or Trade Training Officer has agreed to a request to work on a public holiday specified in **subclause 39.1**, they will be paid at the rate of double time and one-half the ordinary time rate with a minimum payment of 2 hours

40. Personal/carer's leave

40.1 Entitlement to paid personal/carer's leave – Teachers

A Teacher will receive a one-off entitlement to 15 days' paid personal/carer's leave upfront (pro rata for a part-time Teacher) on commencement of their first temporary block or permanent appointment in addition to personal/carer's leave provided in **paragraphs 40.1(a) and 40.1(b)**. This one-off entitlement will not apply where the Teacher has transferred their accrued personal/carer's leave from a participating employer as provided in **Annexure B – Personal/Carer's Leave Portability (NSW/ACT Catholic Systemic Schools and Participating NSW/ACT Catholic Schools)**.

All Employees

- (a) A full-time Employee will be entitled to 15 days' personal/carer's leave for each year of service. Personal/carer's leave will accrue progressively during a year of service according to an Employee's ordinary hours of work.
- (b) A part-time Employee will be entitled to paid personal/carer's leave in proportion to the number of hours they work in proportion to a full-time Employee.
- (c) An Employee may take paid personal/carer's leave if the leave is taken:
 - (i) because the Employee is not fit or able to work due to;
 - (A) a personal illness, or personal injury, or an unexpected personal emergency,

- (B) family and domestic violence, and the Employee has exhausted their paid family and domestic violence leave entitlement; or
- (ii) to provide care or support to a member of the Employee's immediate family, or household member, and who requires care or support because of:
 - (A) a personal illness, or personal injury; or
 - (B) an unexpected emergency; or
 - (C) family and domestic violence.
- (d) For the purposes of this clause an 'unexpected personal emergency' is a circumstance that is unplanned, due to circumstances beyond the Employee's control and is of a serious nature that requires the urgent attendance of the Employee. An 'unexpected emergency' is a circumstance that is unplanned, due to circumstances beyond the Employee's immediate family or household member's control and is of an urgent and serious nature that requires the urgent attention of the Employee to attend and provide care or support. The urgent circumstance must be of such a nature that it cannot be arranged outside of work time.
- (e) When an Employee takes a period of paid personal/carer's leave, the Employer must pay the Employee at the Employee's base rate of pay for the Employee's ordinary hours of work in the period. For the purposes of this clause 'base rate of pay' means the rate of pay payable to the Employee for his or her ordinary hours of work, but not including any loadings, monetary allowances (excepting promotion position and Special Education Teachers allowances paid to Teachers and the first aid allowance paid to General Employees and Trade Training Officers or overtime.
- (f) If a public holiday occurs during an Employee's absence on personal/carer's leave then such public holiday will not be counted as personal/carer's leave.

40.2 Notice requirements

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

- (a) their intention to take personal/carer's leave;
- (b) the reason for their absence, being a reason specified in **paragraph 40.1(c)**; and
- (c) the period or expected period of their leave.

40.3 Evidence requirements

- (a) Evidence will not be required for the first three days of personal/carer's leave taken by an Employee in a school year. For subsequent absences, the provisions set out in **paragraphs 40.3(b) to (d)** will apply.
- (b) **For personal illness or injury:**
 - (i) An Employee will, upon request, provide evidence to the Employer for each absence of two consecutive days or more due to personal illness or injury.
 - (ii) The evidence may be a certificate from a medical practitioner or evidence from a registered health practitioner or other evidence that would satisfy a reasonable person that the leave was taken for such a purpose.
- (c) **For unexpected personal emergency or family and domestic violence**

An Employee will, upon request, provide evidence that would satisfy a reasonable person of the unexpected personal emergency or family and domestic violence. This could be a statutory declaration, outlining the nature of the unexpected personal emergency, or the fact of family and domestic violence, and the circumstances preventing the Employee from attending work.
- (d) **To provide care or support to a member of the Employee's immediate family or household member**

An Employee will, upon request:

 - (i) provide evidence that would satisfy a reasonable person that the Employee needed to provide care or support to a family or household member. Such evidence may include a certificate from a registered medical practitioner or certificate or other evidence from a registered health practitioner, or statutory declaration, establishing the illness or injury of the person concerned and that the illness or injury required care or support by another person; or
 - (ii) produce evidence that would satisfy a reasonable person that the leave was taken for a permissible occasion. Such evidence may include a statutory declaration, establishing the nature of the unexpected emergency or family and domestic violence, and that the circumstances resulted in the person concerned requiring care or support by the Employee.

40.4 Employer concerns about the taking of personal/carer's leave

- (a) Notwithstanding **subclause 40.3**, where an Employee has either:
 - (i) taken frequent single days of personal/carer's leave; or
 - (ii) taken extended personal/carer's leave; or

- (iii) taken frequent days of personal/carer's leave immediately before and/or after a public holiday, or immediately before and/or after a pupil vacation period,

the Employer may take the following action:

- (iv) arrange a meeting in order to clarify their concerns with the Employee;
- (v) invite the Employee to respond verbally to the issues raised by the Employer; and
- (vi) allow the Employee, if they wish, to seek the assistance of a support person during meetings (this may include a Union representative).

(b) After consideration of the Employee's response, the Employer may:

- (i) require further evidence of illness/injury or care/support responsibility;
- (ii) request the Employee to obtain a second opinion from another doctor at the Employer's cost;
- (iii) request a more detailed estimation of the likely length of the absence;
- (iv) require the Employee to obtain a medical report (at the Employer's cost) in relation to the likely period of absence;
- (v) discuss with the Employee any other action. This may include but is not limited to the Employee applying for flexible working arrangements.

(c) Action will only be taken pursuant to this subclause following consultation between the Principal of the school and the CSPD Support Teams Office.

40.5 Accumulation of personal/carer's leave

If the full entitlement of personal/carer's leave is not taken in any year, any untaken portion will be cumulative from year to year.

40.6 Portability

An Employee who was previously employed with another NSW/ACT Catholic Diocesan Employer, or with a Participating Employer listed in **Annexure B – Personal/Carer's Leave Portability (NSW/ACT Catholic Systemic Schools and Participating NSW/ACT Catholic Schools)**, may be eligible for portability of personal/carer's leave. Arrangements for portability of personal/carer's leave are set out in that Annexure.

40.7 Unpaid leave for caring purposes

- (a) Unpaid carer's leave is provided for in the NES and provides all Employees (including casual Employees) up to two days unpaid leave for each

occasion a member of the Employee's immediate family, or household, requires care or support for the reasons at section 102 of the Act.

- (b) An Employee cannot take unpaid carer's leave under this subclause if the Employee could instead take paid personal/carer's leave.
- (c) An Employee's entitlement to take unpaid carer's leave under this subclause is subject to the Employee meeting the notice requirements set out in **subclause 40.2**, and the evidence requirements set out in **subclause 40.3**.
- (d) An Employer must not fail to re-engage a casual Employee because the Employee accessed the entitlements provided for in this clause. The rights of an Employer to engage or not to engage a casual Employee are not otherwise affected.

40.8 Special leave

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

41. Parental leave and related entitlements

Except as varied by this clause, all other entitlements and requirements relating to parental leave under the Act will apply. All periods of paid parental leave will count as service for the purposes of this Agreement, the Act and any other statutory entitlement. Periods of unpaid parental leave will not count as service, except as provided in **paragraph 15.6(c)** of this Agreement.

41.1 Paid parental leave (initial primary caregiver)

- (a) An Employee will be entitled to take paid parental leave in accordance with this subclause if:

- (i) they have an entitlement to and take parental leave under the Act; and
- (ii) they will be the primary person responsible for the care of the child from the child's date of birth (being birth-related leave under the Act) or, in the case of adoption (being adoption-related leave under the Act) from the child's date of placement with the Employee.

(b) Paid parental leave of up to 14 weeks will be paid at the rate of pay the Employee would have received if the Employee had not taken parental leave. For example, where an Employee is on flexible working arrangements at the time of taking parental leave, the rate of pay will be at the rate at the time of taking the leave, i.e. the FTE or hours of the temporary arrangement rather than the permanent FTE or hours of the Employee. If the period of parental leave granted to the Employee is for less than 14 weeks then the period of paid parental leave will be for the lesser period.

(c) For Teachers, Trade Instructors and General Employees not required to work 48 weeks per year (i.e. General Employees paid an averaged rate of pay in accordance with **subclause 23.2**), this period of paid parental leave will be exclusive of non-term weeks.

(d) The Employee may elect to be paid during the period of paid leave in **paragraph 41.1(b)** either in accordance with the usual Employer payment schedule or as a lump sum payment in advance.

(e) Where an Employee applies for a lump sum payment in advance under **paragraph 41.1(d)**, the Employee will give the Employer at least one month's notice of that intention.

(f) If an Employee has commenced paid parental leave and subsequently the Employee's pregnancy results in a stillbirth or death of a child, the Employee will be entitled to retain payment in accordance with this subclause equivalent to the salary/wages for the period of parental leave taken by the Employee.

(g) Other than by agreement with the Employer, paid parental leave will commence no earlier than 12 weeks (inclusive of non-term weeks) prior to the expected date of birth or, in the case of adoption, from the date of the child's placement with the employee for adoption.

(h) Non-term weeks within the period of paid parental leave will be deemed to be non-term days worked by the Teacher, Trade Instructor, Trade Training Officer or General Employee for the purpose of **clause 38 – Salary adjustment formula and student vacation periods**.

(i) An Employee on paid parental leave in accordance with this clause will not be employed as a casual employee by the Employer during such paid leave.

(j) Where an Employee gives birth to a child while on unpaid leave (other than parental leave in relation to the birth of the same child) the Employee will be entitled to parental leave in accordance with the Act. However, the Employee will not be entitled to an additional 14 weeks' payment in accordance with **paragraph 41.1(b)**.

Notation:

The Employer is of the view that, in the case of Teachers, Trade Instructors and General Employees not required to work 48 weeks per year (i.e. General Employees paid an averaged rate of pay subject to **subclause 23.2**), parental leave should preferably commence on the day following the last teaching day of a term and conclude on the day preceding the first teaching day of a term. In order to facilitate this practice, the Employer is prepared to extend the period of parental leave beyond the maximum entitlement of the Act, should the Employee agree to return from parental leave at the commencement of the term immediately following the maximum period to be afforded by the Act.

41.2 Paid parental leave (not initial primary caregiver)

(a) Where an Employee has an entitlement to, and takes, parental leave under the Act but is not the initial primary care giver as defined at **paragraph 41.1(a)**, the Employee will be entitled to paid parental leave in accordance with this subclause.

(b) The Employee will be entitled to two weeks' paid parental leave on and from the date of their child's birth, or on the day on which their child or the primary care giver leaves hospital following the child's birth, or in the case of adoption, the date of the child's placement.

(c) The Employee and Employer may agree that the parental leave entitlement provided in **paragraph 41.2(b)** is taken at another time in the four weeks before the date, or expected date, of birth of the child or date of placement, and not later than 12 months after the date of birth or placement. The agreement must be recorded in writing.

(d) An Employee who was not the initial primary care giver, but who subsequently becomes the primary person responsible for the care of the child because the initial primary care giver has returned to work or studies, will be entitled to a maximum period of 12 weeks paid parental leave. Where the date of birth or placement of the child occurs before the Commencement Date, this period of paid parental leave must be taken within the 12 month period commencing from the date of the child's birth or in the case of adoption, from the date of the child's placement. Where the date of birth or placement of the child occurs on or after the Commencement Date, this period of paid parental leave must be taken with the 24 month period commencing from the date of the child's birth or in the case of adoption, from the date of the child's placement. This period of up to 12 weeks paid parental leave is in addition to the two week entitlement to paid parental leave under **paragraph 41.2(b)**.

- (e) For Teachers, Trade Instructors and General Employees not required to work 48 weeks per year (i.e. paid an averaged rate of pay in accordance with **subclause 23.2**), this period will be inclusive of non-term weeks falling within the 12 week paid parental leave period under **paragraph 41.2(d)**. Provided that “non-term weeks” will not include a period of four weeks of annual leave to which the Employee is entitled and which is generally taken in the first four weeks of the summer pupil vacation period.
- (f) Parental leave under this subclause will be paid at the rate of pay the Employee would have received if the Employee had not taken parental leave.
- (g) The Employee may elect to be paid during the period of leave in **paragraph 41.2(d)** either in accordance with the usual Employer payment schedule or as a lump sum payment in advance.
- (h) If requested by the Employer, the Employee must provide evidence that would satisfy a reasonable person that the initial primary care giver has resumed work or studies and the Employee has assumed the role of primary care giver.
- (i) The entitlement to paid parental leave in **paragraphs 41.2(b) and (d)** is inclusive of, and not in addition to, the Employee’s entitlement to take unpaid parental leave (including concurrent leave) in accordance with the Act.

41.3 Prior service with another Employer or Catholic School in NSW or the ACT

For the purposes of eligibility for paid parental leave under this clause, an Employee who is not eligible for such leave because they have less than 12 months continuous service as required under the Act, will nevertheless be deemed to have completed 12 months of continuous service with the current Employer if, immediately prior to commencement of service with the Employer, they had 12 months of continuous service with another ACT/NSW Catholic Diocesan Employer or a Catholic School operating in NSW or the ACT.

41.4 Notice Periods

Notice periods for parental leave applications are provided under the Act.

41.5 Temporary Employees

- (a) A temporary Employee will be entitled to paid parental leave in accordance with **subclause 41.1** and this **subclause 41.5** if they have an entitlement to and take parental leave under the Act and all other relevant criteria required under this **clause 41** are satisfied.
- (b) If the employment of a temporary Employee ceases after the commencement, and before the completion, of a period of paid parental leave granted under **subclause 41.1**, the temporary Employee will be paid the remaining balance of the 14 weeks paid parental leave entitlement, provided the temporary Employee has completed at least three years

continuous service with the Employer at the time of cessation of employment. The payment will be made as a lump sum payment within 14 days of the cessation of their employment.

41.6 Casual employees

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

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

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

41.7 Communication during parental leave

- (a) Where an Employee is on parental leave and a definite decision has been made to introduce major change at the workplace, the Employer will take reasonable steps to:
 - (i) make information available in relation to any significant effect the change will have on the status or responsibility level of the position the Employee held before commencing parental leave; and
 - (ii) provide an opportunity for the Employee to discuss any significant effect the change will have on the status or responsibility level of the position the Employee held before commencing parental leave.

Note: "Significant effect" in this subclause has the same meaning as in **subclause 48.6**.

- (b) The Employee will take reasonable steps to inform the Employer about any significant matter that will affect the Employee's decision regarding the duration of parental leave to be taken, whether the Employee intends to return to work, and whether the Employee intends to request to return to work on a part-time basis.
- (c) The Employee will also notify the Employer of changes of address or other contact details that might affect the Employer's capacity to comply with **paragraph 41.7(a)**.

41.8 Right to request extension to parental leave

Employees may request extensions to parental leave in accordance with the Act.

42. Long service leave

42.1 Applicability of Long Service Leave Act 1955 (NSW)

The provisions of the *Long Service Leave Act 1955 (NSW)* will apply except to the extent that this Agreement provides for a more favourable outcome in a particular respect.

42.2 Long service leave entitlement for Teachers

The long service leave entitlement of a Teacher will be:

- (a) in respect of full-time service of less than ten years' service, 49.4 hours (1.3 weeks) per year of service;
- (b) in respect of full-time service completed by the Teacher of 10 or more years, 76 hours (2.0 weeks) per year of service; and
- (c) in respect of part-time service, or continuous casual service completed by the Teacher, a pro rata amount of the entitlement in **paragraphs 42.2(a)** and **(b)**, calculated according to the FTE of the Teacher during the period of part-time or casual service.

In respect of continuous casual service completed by the Teacher, a pro rata amount of the entitlement in **paragraphs 42.2(a)** and **(b)**, calculated according to the number of days the casual Teacher works during a year as it bears to 203 days. For example, over a year a casual Teacher works 101.5 days. The casual Teacher's FTE is 0.5 ($101.5 \div 203$).

Therefore, during that year the casual Teacher has accrued either 24.7 hours (0.5×49.4 hours) or 38 hours (0.5×76 hours) of long service leave (depending on the length of continuous service of the casual Teacher).

42.3 Long service leave entitlement for General Employees, Trade Instructors and Trade Training Officers

Subject to **subclause 42.4**, the long service leave entitlement of a General Employee, Trade Instructor or a Trade Training Officer will be:

- (a) in respect of full-time service completed by the Employee, 49.4 hours per year of service;
- (b) where a General Employee or Trade Training Officer works part-time or has continuous service as a casual, the Employee will accrue a pro rata amount of the entitlement in **paragraph 42.3(a)** according to the number of hours worked by the Employee in a week compared to 38.
- (c) in respect of part-time service completed by a Trade Instructor, a pro rata amount of the entitlement in **paragraph 42.3(a)** calculated according to the FTE of the Trade Instructor during the period of part-time service.

42.4 Accrual of long service leave under previous industrial instruments

- (a) Any long service leave accrued by an Employee under a previous agreement or award or contract of employment prior to the Commencement Date will be preserved to the credit of the Employee. The

rates of accruals under the previously applicable industrial instruments are summarised below:

For Teachers	
In respect of the period	Calculation of long service leave per year of service
Before 31 July 1985	0.866 weeks per year
1 August 1985 – 30 January 1995	1.05 weeks per year up to 10 years. 1.5 weeks per year, or portion of a year after 10 years' service
31 January 1995 – 31 January 2001	1.3 weeks per year up to 10 years. 1.9 weeks per year, or portion of a year after 10 years' service
1 February 2001 – 29 January 2006	1.3 weeks per year up to 10 years. 2 weeks per year, or portion of a year after 10 years' of service
30 January 2006 – Commencement Date of this Agreement	(a) 6.5 days per year up to 10 years' of service; and (b) 10 days per year after 10 or more years' service. (c) Pro rata of (a) and (b) for part-time periods of service

Notes: 1. As at 30 January 2006, the existing long service leave accrual of a full-time and part-time Teacher was converted from weeks to days.

2. As at the Commencement Date of this Agreement, the existing long service leave accrual of a Teacher was converted from days to hours.

For General Employees (other than ICT)	
In respect of the period	Calculation of long service leave per year of service
Prior to 1 January 2001	0.866 weeks per year
1 January 2001 to 29 January 2006	1.3 weeks per year
30 January 2006 to the Commencement Date of this Agreement	(a) 49.4 hours per year (b) For part-time periods of employment pro rata of (a).
ICT Employees	
In respect of the period	Calculation of long service leave per year of service
Prior to 1 July 2018	0.866 weeks per year
1 July 2018 to the Commencement Date of this Agreement	(a) 49.4 hours per year

	(b) For part-time periods of employment pro rata of (a).
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Note: As at 30 January 2006, the existing long service leave accrual of a full-time and part-time General Employee (non-ICT Employee) was converted from days to hours. As at 1 July 2018, the existing long service leave accrual of an ICT Employee was converted from weeks to hours.

For Trade Instructors and Trade Training Officers	
In respect of the period	Calculation of long service leave per year of service
Prior to the first full pay period on or after 27 January 2026	1.3 weeks per year

Note: As at the first full pay period on or after 27 January 2026, the existing long service leave accrual of Trade Instructors and Trade Training Officers was converted from weeks to hours.

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

42.5 Conditions of taking long service leave

- (a) An Employee will, at a minimum, be entitled to take any accrued long service leave upon completion of ten years' service and on completion of each additional five years' service thereafter.

- (b) **Notice to take leave**

When an Employee becomes entitled to long service leave in respect of the Employee's service with the Employer, the Employer must give the Employee, and the Employee must take, the leave as soon as practicable, having regard to the needs of the Employer:

- (i) The Employer must give the Employee not less than two school terms notice of any requirement to take leave
- (ii) A General Employee or Trade Training Officer must provide the Employer with reasonable notice of his or her intention to take leave
- (iii) Unless the Employer otherwise agrees, a Teacher or Trade Instructor must give not less than two school terms notice of their intention to take leave.
- (c) Long service leave accrued by the Employee will normally be taken at the Employee's current FTE / weekly hours at the time of taking the long service leave, unless otherwise agreed. For the purposes of this **paragraph 42.5(c)** current FTE for casual Teachers means the number of

casual days worked in the 12 month period immediately before the long service leave is taken as it bears to 203 days; and current weekly hours for casual General Employees and casual Trade Training Officers means the average number of weekly hours worked in the 12 month period immediately before the long service leave is taken as it bears to 38 hours per week.

(d) Long service leave at half pay for Teachers

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

(e) Payment of casual Employees on long service leave

A casual Employee will be paid as per the FTE calculated in accordance with **paragraph 42.5(c)** at their current daily or hourly rate at the time he or she takes the leave.

(f) Long service leave and pupil vacation periods

- (i) Long service leave will be exclusive of pupil vacation periods adjacent to or within the period of leave, except in the case of General Employees employed to work 48 weeks per year pursuant to **subclause 23.1** and Trade Training Officers.
- (ii) Where a Teacher wishes to take a short block of long service leave of less than one term immediately before or immediately after a pupil vacation period but neither in accordance with **paragraph 42.5(g)** nor in accordance with other Employer policy on long service leave, then the Employer may impose that the leave is inclusive of the pupil vacation period adjacent to or within the period of leave.

(g) Long service leave in short blocks

- (i) A Teacher who has five years of continuous service may apply to access short blocks of long service leave (of less than a term) and this will normally be granted provided it takes into account the educational needs of the students, critical times of the school year, personal circumstances of the teacher and professional obligations and it meets the other requirements of this paragraph.
- (ii) Long service leave in short blocks is subject to the following conditions:
 - (A) it will be approved for four periods only within a given school year (for the purposes of this provision, it is understood that

leave requested in two separate terms but not for the full term in either case will be considered as two short blocks of leave);

- (B) it will not be granted in the first four weeks of a school year with the exception of a single day; and
- (C) the following notice provisions must be complied with:
 - (1) two school terms notice will be required for leave in excess of five weeks' duration;
 - (2) four weeks' notice will be required for leave of between one and five weeks' duration; and
 - (3) a period of notice reasonable in the circumstances of the case will be required for leave of up to one week.

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

(h) Long service leave and leave without pay

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

(i) Long service leave and parental leave

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

(j) Long service leave and casual employment

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

(k) **Long service leave and public holidays**

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

42.6 Cashing out long service leave

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

- (a) the minimum leave entitlements under the *Long Service Leave Act 1955* (NSW) must remain after a portion of long service leave is cashed out. This is because it is prohibited to cash out long service leave under the legislation;
- (b) the Employee must elect in writing to cash out this extra portion of long service leave;
- (c) the Employee's entitlement to long service leave will be reduced by the extent of such payment; and
- (d) the amount cashed out will be paid as a lump sum, unless otherwise agreed.

42.7 Payment of long service leave on termination

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

42.8 Service

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

42.9 Long service leave portability

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

43. Other leave

43.1 Compassionate leave for Employees other than casual Employees

- (a) Compassionate leave is provided for in the NES and supplemented by this Agreement.
- (b) An Employee (other than a casual Employee) will be entitled to paid compassionate leave (inclusive of the NES entitlement) as set out in the table below:

Circumstance in which leave is granted	Maximum number of paid compassionate leave days per occasion
On the death of an immediate family member or household member (including attendance at their funeral)	3 days
When an immediate family member or household member contracts or develops a personal illness or sustains a personal injury that poses a serious threat to his or her life	2 days
A baby in their immediate family or household is stillborn	2 days
The Employee, their spouse or de facto partner, has a miscarriage	2 days

- (c) An Employee must notify the Employer as soon as practicable of their intention to take leave under **paragraph 43.1(b)** and must advise the Employer of the period or expected period of the leave.
- (d) An Employee may be required to provide the Employer with satisfactory evidence of the death, personal illness or injury, stillbirth or miscarriage.
- (e) Where an Employee takes compassionate leave in accordance with **paragraph 43.1(b)** the Employer, in its discretion, may grant the Employee additional leave as leave without pay or leave with pay.
- (f) Where an Employee requests leave to attend a funeral for a person not specified in **paragraph 43.1(b)**, the Employer in its discretion may grant the Employee leave, which will be deducted from the Employee's entitlement to personal/carer's leave in **clause 40 – Personal/carer's leave**.
- (g) An employee may take compassionate leave in conjunction with Personal/Carer's leave. In determining such a request, the Employer will

give consideration to the circumstances of the Employee and the reasonable operational requirements of the school.

43.2 Compassionate leave entitlement for casual Employees

A casual employee is entitled to unpaid compassionate leave in accordance with the NES.

43.3 Community service leave

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

43.4 Military Reserve leave

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

43.5 Examination and study leave

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

- (a) with pay on the day of any examination required in the course;
- (b) with pay on the day of their graduation; and

- (c) without pay for the purpose of attending any compulsory residential school which is a part of such course.

43.6 Overseas volunteer programs

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

43.7 Paid family and domestic violence leave

An Employee is entitled to 10 days paid family and domestic violence leave in a 12 month period, in accordance with the NES.

43.8 Paid emergency disaster leave

- (a) The parties to this Agreement recognise the importance of keeping schools open wherever possible during times of natural disasters and, should schools need to be closed for a time, to reopen them as soon as possible.
- (b) Employees will assist with keeping schools open to support students, families, and the community and to provide continuity of teaching and learning as far as is feasible and safe to do so. Employees will attend work unless prevented by circumstances described in **paragraph 43.8(c)** or are otherwise on approved leave. Subject to **paragraph 43.8(c)** Employees may be asked to assist with preparing for a reopening of a school damaged by a declared natural disaster.
- (c) A full-time or part-time Employee who is unable or prevented from attending work because of a declared natural disaster and cannot work remotely will be granted a maximum of five days' paid leave per calendar year (non-cumulative) in the following circumstances:
 - (i) they must remain at home because transport services and facilities are disrupted or discontinued and they are not able to reach a place of work in a timely or safe manner; or
 - (ii) they are away from their usual residence and are unavoidably delayed in returning to work due to identified and specific disruptions to transport services and facilities; or
 - (iii) they are required to leave work early and return home to ensure their personal safety, the safety of their family or the protection of their property or because the availability of transport services and facilities may be disrupted or discontinued; or

- (iv) they must remain at home to have essential temporary repairs effected, restore or replace essential belongings, complete necessary clean-up for safety or to enable occupation of residence.
- (d) In respect of the entitlement set out in **paragraph 43.8(c)**, an Employee may be required to provide satisfactory evidence.
- (e) The Employee will advise the Employer as soon as possible of their intention to apply for leave pursuant to this **subclause 43.8**, the expected duration and the reason for the absence.
- (f) If a natural disaster is declared retrospectively and a full-time or part-time Employee has already taken other leave because of that declared natural disaster in the circumstances set out in **paragraph 43.8(c)**, the Employee may apply for that other leave (including unpaid leave) to be converted to paid emergency disaster leave up to a maximum of five days per calendar year.
- (g) For the purpose of this clause, the Employee's "home", means the Employee's principal place of residence only.

Note: A full-time or part-time Employee who is impacted by a natural disaster (whether declared or not) may be entitled to apply for paid personal/carer's leave under **clause 40 – Personal/carer's leave** of this Agreement. An Employee who is unable to or prevented from attending work because of floods, severe snowfall or storms, bushfires or other natural emergencies in the circumstances in **subparagraphs 43.8(c)(i) to (iv)** and cannot work remotely will be considered to be affected by the unexpected personal emergency for the purposes of **clause 40 – Personal/carer's leave**. For clarity, personal/carer's leave cannot be taken concurrently with paid emergency disaster leave.

43.9 Paid cultural and ceremonial leave

- (a) Full-time and part-time Employees who identify as Aboriginal and/or Torres Strait Islander will be eligible to access up to 3 days paid leave each year for cultural and ceremonial purposes.
- (b) The leave is non-cumulative and is granted in addition to compassionate leave (where relevant).
- (c) An Employee must notify their manager as soon as practical of their intention to take cultural and ceremonial leave and must advise of the period or expected period of the leave.
- (d) An Employee may be reasonably required to provide the Employer with satisfactory evidence to support the absence.

PART 9 - SUSPENSION AND TERMINATION OF EMPLOYMENT

44. Suspension

44.1 Subject to subclause 44.2 and notwithstanding any of the provisions in this Agreement, an Employer may suspend an Employee with or without pay while considering any matter which in the view of the Employer could lead to the Employee's summary dismissal.

44.2 Suspension without pay will not be implemented by the Employer without prior discussion with the Employee and will not, except with the Employee's consent, exceed a period of four weeks. A General Employee must not be suspended without pay for any period without their consent.

45. Termination

45.1 Notice of termination

(a) An Employer must not terminate an Employee's employment unless the Employer has given the Employee written notice of the day of the termination. The day of termination cannot be before the day the notice is given.

(b) An Employer must not terminate an Employee's employment unless:

- (i) the time between the giving of notice and the day of the termination is at least the minimum period of notice set out in **paragraph 45.1(c)**, or
- (ii) the Employer has paid the Employee payment in lieu of notice of at least the amount the Employer would have been liable to pay the Employee had the Employee continued to work until the end of the notice period.

(c) The employment of an Employee (other than a casual Employee) will not be terminated without the provision of notice in accordance with the following table:

Employee	Minimum Period of Notice	
Teacher and Trade Instructor	<p>Four school term weeks' notice which must expire in the term it is given either:</p> <ol style="list-style-type: none">1. At the end of the said school term; or2. At least two weeks before the end of the said school term.	
General Employee and Trade Training Officer	Period of Service	Minimum Period of Notice

	Not more than 1 year	1 week
	More than 1 year but not more than 3 years	2 weeks
	More than 3 years but not more than 5 years	3 weeks
	More than 5 years	4 weeks

- (d) In addition to the notice periods specified in **paragraph 45.1(c)**, an Employee aged over 45 years and who has completed at least 2 years continuous service with the Employer is entitled to one additional week's notice from the Employer.
- (e) An Employee is required to give the same notice of termination to their Employer as set out in **paragraph 45.1(c)** except that there is no requirement on the Employee to give the additional notice set out in **paragraph 45.1(d)**.
- (f) The notice periods above will not affect the right of the Employer to dismiss any Employee without notice for serious misconduct and in such case salary will be paid up to the time of dismissal only.
- (g) The employment of a casual General Employee or casual Trade Training Officer may be terminated by one hour's notice by either party, or in the case of a casual Teacher or Trade Instructor a half day's notice by either party.

45.2 Payment on termination

- (a) Employees will, upon termination of employment, be paid all salary or wages and other monies due, including any payments which may be due in lieu of annual leave (under the applicable provisions of **clause 37 - Annual leave, clause 38 - Salary adjustment formula and student vacation periods**) and/or long service leave.
- (b) If an Employee fails to give the notice specified in **paragraph 45.1(e)**, the Employer may withhold from any amounts payable under this Agreement, an amount for the period of notice not given by the Employee. Any such deduction may not be made by the Employer unless the deduction is authorised by the Employee in accordance with section 324 of the Act.

45.3 Statement of Service

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

46. Redundancy pay

46.1 Redundancy pay is provided for in the NES and supplemented by this clause. Where an Employee's employment is to be terminated due to redundancy, the Employer (subject to any order of the FWC as set out in **subclauses 46.2 and 46.3**), will pay the following redundancy pay in respect of a continuous period of service the following amounts (which include the NES component and a supplementary component):

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

Years of service	Entitlement
Less than 1 year	Nil
1 year and less than 2 years	4 weeks
2 years and less than 3 years	7 weeks
3 years and less than 4 years	10 weeks
4 years and less than 5 years	12 weeks
5 years and less than 6 years	14 weeks
6 years and over	16 weeks

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

Years of service	Entitlement
Less than 1 year	Nil
1 year and less than 2 years	5 weeks
2 years and less than 3 years	8.75 weeks
3 years and less than 4 years	12.5 weeks
4 years and less than 5 years	15 weeks
5 years and less than 6 years	17.5 weeks
6 years and over	20 weeks

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

46.2 Incapacity to pay

Subject to an application by the Employer and further order of the FWC, an Employer may pay a lesser amount (or no amount) of redundancy pay than that set out in **subclause 46.1**. Where the FWC makes an order under section 120 of the Act, the FWC may also make an order with respect to any amount of redundancy pay payable under this Agreement.

46.3 Alternative employment

Subject to an application by the Employer and further order of the FWC, an Employer may pay a lesser amount (or no amount) of redundancy pay than that contained in **subclause 46.1** if the Employer obtains acceptable alternative employment. Where the FWC makes an order under section 120 of the Act, the FWC may also make an order with respect to any amount of redundancy pay payable under this Agreement.

46.4 Transfer to lower paid duties

- (a) Where an Employee is transferred to lower paid duties following the process set out in **clause 48 – Consultation regarding major workplace change**, the Employee will be entitled to the same period of notice of transfer as the Employee would have been entitled to if the Employee's employment had been terminated. The Employer may elect to make payment in lieu thereof an amount equal to the difference between the former ordinary time rate of pay and the new ordinary time rate for the number of weeks of notice still owing.
- (b) A Teacher adversely affected by a restructure will be given no less than a full term of notice. A Teacher who loses a promotion position as a result of restructuring will be given 12 months' notice or continue to be paid the promotion allowance for one full year (or paid the difference between the old and new allowance for one full year, where applicable).

46.5 Redeployment for teachers

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

46.6 Compensation for loss of hours

Where a General Employee accepts a reduction of working hours of 6 or more hours per fortnight, the General Employee will receive compensation for loss of hours. A pro rata payment will be made in accordance with the redundancy payments set out in subclause 46.1. This payment is compensation for loss of hours rather than a redundancy payment for taxation purposes.

46.7 Time off during the notice period

- (a) An Employee given notice of termination by the Employer in circumstances of redundancy must be allowed up to one day off without loss of pay during each week of notice, to a maximum of five weeks, for the purpose of seeking other employment.

- (b) If the Employee has been allowed paid leave for more than one day during the notice period for the purpose of seeking other employment, the Employee will, at the request of the Employer, be required to produce proof of attendance at an interview or the Employee will not receive payment for the time absent.

46.8 Employee leaving during the notice period

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

46.9 Notice to Centrelink

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

46.10 Centrelink separation certificate

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

PART 10 - CONSULTATION, DISPUTE RESOLUTION AND OTHER MATTERS

47. Dispute resolution procedures

47.1 In the event of a dispute about:

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

the following procedure shall be followed.

47.2 The parties to a dispute referred to in this procedure may include:

- (a) an Employee or Employees covered by this Agreement who are, or will be, affected by the dispute;
- (b) the Employer; and
- (c) an employee organisation who:
 - (i) has a member who it is entitled to represent and who is an Employee referred to in **paragraph 47.2(a)**; or
 - (ii) is covered by this Agreement and entitled to the benefit of, or has a role or responsibility with respect to, the matter in dispute.

47.3 The Employer or Employee may appoint another person, organisation or association to accompany and/or represent them for the purpose of this clause. Where an Employee appoints the Union, the Union shall be a party to the dispute.

Step 1

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

47.5 In addition to **subclause 47.4** if the dispute is or includes a WPA Dispute, the parties should attempt to resolve the dispute through a collaborative discussion during which both parties should consider the following factors in attempting to resolve the dispute:

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

Step 2

47.6 If a dispute is unable to be resolved at the workplace, and all appropriate steps under **subclause 47.4** and, if applicable, **subclause 47.5**, have been taken, a party to the dispute may refer the dispute to the FWC.

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

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

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

47.8 While the dispute resolution procedure is being conducted, work must continue in accordance with this Agreement and the Act. Subject to applicable work health and safety legislation, an Employee must not unreasonably fail to comply with a direction by the Employer to perform work, whether at the same or another workplace that is safe and appropriate for the Employee to perform.

48. Consultation regarding major workplace change

48.1 This clause applies if:

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

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

Employee advises the Employer of the identity of the representative, the Employer must recognise the representative.

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

- (a) discuss with the relevant Employees:
 - (i) the introduction of the change;
 - (ii) the effect the change is likely to have on the Employees;
 - (iii) measures the Employer is taking to avert or mitigate the adverse effects of the change on the Employees; and
- (b) notify the Union of the decision to introduce change at an email address to be provided by the Union;
- (c) for the purposes of the discussion — provide, in writing, to the relevant Employees and where appointed as a representative, the Union:
 - (i) all relevant information about the change including the nature of the change proposed;
 - (ii) information about the expected effects of the change on the Employees;
 - (iii) where a change involves the termination of an Employee's employment, all relevant information about the proposed terminations including the reasons for the proposed terminations, the number and categories of Employees likely to be affected, and the number of Employees normally employed and the period over which the terminations are likely to be carried out; and
 - (iv) any other matters likely to affect the Employees.

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

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

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

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

- (f) the need to relocate Employees to another workplace; or
- (g) the restructuring of jobs.

48.7 In this clause, ‘relevant Employees’ means the Employees who may be affected by the major change.

49. Consultation about change to regular roster or ordinary hours of work

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

49.2 The Employer must:

- (a) provide to the Employee or Employees affected and their representatives, if any, all relevant information about the proposed change (for example, information about the nature of the change to the Employee’s regular roster or ordinary hours of work and when that change is proposed to commence), and information about what the Employer reasonably believes will be the effects of the change on the Employees;
- (b) invite the Employee or Employees affected and their representatives, if any, to give their views about the impact of the proposed change (including any impact in relation to their family or caring responsibilities); and
- (c) give prompt and genuine consideration to any views about the impact of the proposed change that are given by the Employee or Employees concerned and/or their representatives.

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

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

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

50. Fair Procedures

50.1 Definitions

For the purpose of this clause:

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

50.2 Procedural fairness for Employees in dealing with reportable allegations and exempt allegations

- (a) Subject to **paragraph 50.2(c)** an Employee, against whom a reportable allegation or an exempt allegation has been made in the course of employment, is to be informed by the Employer (or the person delegated by the Employer to do so) of the reportable allegation or exempt allegation made against them. The Employee will be given:
 - (i) an opportunity to respond to the reportable allegation or exempt allegation; and

- (ii) sufficient information to enable them to respond to the matters alleged against him/her. He or she must be given full details unless the Police or other government agency involved in the investigation of the matters alleged against the Employee, have otherwise directed the Employer not to do so.
- (b) Where an interview is required, the Employee shall be advised in advance of the general purpose of any interview relevant to the reportable allegation or exempt allegation, the names and positions of persons who will be attending the interview; the right to be accompanied by a person of the Employee's choice (a support person). The Employee will be given sufficient notice of the proposed meeting time to allow their support person to attend. A support person may be a Union representative.
- (c) Nothing in this **subclause 50.2** will require the Employer to act contrary to any written advice or notice given by the Police or government agency in accordance with sections 31 – 33 of the *Children's Guardian Act 2019 (NSW)* provided that:
 - (i) the Employer is acting in accordance with such written advice or notice; and
 - (ii) such written advice or notice has not expired or been revoked or withdrawn.

50.3 Access to files

The Employee may, subject to giving reasonable notice, inspect a file regarding a reportable allegation or exempt allegation pursuant to the *Children's Guardian Act 2019 (NSW)*:

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

investigation, including police criminal investigation, of any reportable allegation or exempt allegation; or

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

50.4 Response time

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

50.5 Additional documentation from Employees

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

50.6 Confidentiality of documents and files

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

51. Workplace union delegates' rights

51.1 This clause provides for the exercise of the rights of workplace union delegates set out in section 350C of the Act.

Note: Under section 350C(4) of the Act, the Employer is taken to have afforded a workplace union delegate the rights mentioned in section 350C(3) if the Employer has complied with this clause.

51.2 In this clause “eligible Employees” means members and persons eligible to be members of the Union who are employed by the Employer in the enterprise.

51.3 Before exercising entitlements under this clause, a workplace union delegate must give the Employer a written notice of their appointment or election as a workplace delegate. If requested, the workplace union delegate must provide the Employer with evidence that would satisfy a reasonable person of their appointment or election.

51.4 An Employee who ceases to be a workplace union delegate must give written notice to the Employer within 14 days.

51.5 Right of representation

- (a) A workplace union delegate may represent the industrial interests of eligible Employees who wish to be represented by the workplace delegate in matters including:
 - (i) consultation about major workplace change;
 - (ii) consultation about changes to rosters or hours of work;
 - (iii) resolution of disputes;
 - (iv) disciplinary processes;
 - (v) enterprise bargaining where the workplace union delegate has been appointed as a bargaining representative under section 176 of the Act or is assisting the delegate's organisation with enterprise bargaining; and
 - (vi) any process or procedure within this Agreement or policy of the Employer under which eligible Employees are entitled to be represented and which concerns their industrial interests.

51.6 Entitlement to reasonable communication

- (a) A workplace union delegate may communicate with eligible Employees for the purpose of representing their industrial interests under **subclause 51.5**. This includes discussing membership of the Union and representation with eligible Employees.
- (b) A workplace union delegate may communicate with eligible Employees during working hours or work breaks, or before or after work.

51.7 Entitlement to reasonable access to the workplace and workplace facilities

- (a) The Employer must provide a workplace union delegate with access to or use of the following workplace facilities:
 - (i) a room or area to hold discussions that is fit for purpose, private and accessible by the workplace union delegate and eligible Employees;
 - (ii) a physical or electronic noticeboard;
 - (iii) electronic means of communication ordinarily used in the workplace by the Employer to communicate with eligible Employees and by eligible Employees to communicate with each other, including access to Wi-Fi;
 - (iv) a lockable filing cabinet or other secure document storage area; and

- (v) office facilities and equipment including printers, scanners and photocopiers.
- (b) The Employer is not required to provide access to or use of a workplace facility under **paragraph 51.7(a)** if:
 - (i) the workplace does not have the facility;
 - (ii) due to operational requirements, it is impractical to provide access to or use of the facility at the time or in the manner it is sought; or
- (c) The Employer does not have access to the facility at the workplace and is unable to obtain access after taking reasonable steps.

51.8 Entitlement to reasonable access to training

The Employer must provide a workplace union delegate with access to up to five days of paid time during normal working hours for initial training and at least one day each subsequent year, to attend training related to representation of the industrial interests of eligible employees, subject to the following conditions:

- (a) In each year commencing 1 July, the Employer is not required to provide access to paid time for training to more than one workplace delegate per 50 eligible Employees.
- (b) The number of eligible Employees will be determined on the day a delegate requests paid time to attend training, as the number of eligible Employees who are:
 - (i) full-time or part-time Employees; or
 - (ii) regular casual Employees.
- (c) Payment for a day of paid time during normal working hours is payment of the amount the workplace delegate would have been paid for the hours the workplace delegate would have been rostered or required to work on that day if the delegate had not been absent from work to attend the training.
- (d) The workplace union delegate must give the Employer not less than four weeks' notice (unless the Employer and workplace union delegate agree to a shorter period of notice) of the dates, subject matter, the daily start and finish times of the training, and the name of the training provider. The Employer may agree to a shorter notice period where it can be accommodated.
- (e) If requested by the Employer, the workplace union delegate must provide the Employer with an outline of the training content.
- (f) The Employer must advise the workplace union delegate not less than two weeks from the day on which the training is scheduled to commence, whether the workplace union delegate's access to paid time during normal working hours to attend the training has been approved. Such approval must not be unreasonably withheld.

- (g) The workplace union delegate must, within seven days after the day on which the training ends, provide the Employer with evidence that would satisfy a reasonable person of their attendance at the training.

51.9 Exercise of entitlements under this clause

- (a) A workplace union delegate's entitlements under this clause are subject to the conditions that the workplace union delegate must, when exercising those entitlements:
 - (i) comply with their duties and obligations as an Employee;
 - (ii) comply with the reasonable policies and procedures of the Employer, including reasonable codes of conduct and requirements in relation to occupational health and safety and acceptable use of ICT resources;
 - (iii) not hinder, obstruct or prevent the normal performance of work; and
 - (iv) not hinder, obstruct or prevent eligible Employees exercising their rights to freedom of association.
- (b) This clause does not require the Employer to provide a workplace union delegate with access to electronic means of communication in a way that provides individual contact details for eligible Employees.
- (c) This clause does not require an eligible Employee to be represented by a workplace union delegate without the Employee's agreement.

NOTE: Under section 350A of the Act, the Employer must not:

- (a) unreasonably fail or refuse to deal with a workplace union delegate; or
- (b) knowingly or recklessly make a false or misleading representation to a workplace union delegate; or
- (c) unreasonably hinder, obstruct or prevent the exercise of the rights of a workplace union delegate under the Act or this clause.

52. Other conditions

52.1 Flexibility in school day in secondary schools

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

- (a) In order to maximise student course choice the Principal may make provision for the timetabling of certain classes beyond core timetabled hours.
- (b) Meaningful consultation between the Teacher and the Employer will occur prior to ‘flexible hours’ commencing. Consultation will include a consideration of the following:
 - (i) carers’ responsibilities and domestic arrangements;
 - (ii) courses offered by schools or clusters; and
 - (iii) equity of workloads for all staff members.
- (c) In considering the proposal, equity for all staff should be maintained wherever possible.
- (d) All class time programmed as part of ‘flexible hours’ is counted within the 20 hours per week of teaching time. A Teacher working beyond core timetabled hours will be entitled to an equivalent period of time off in lieu of this time.
- (e) The arrangement may differ between Teachers and would usually include late start and/or early finishes or other arrangements may be agreed between the Teacher and the Employer.
- (f) This arrangement and its duration will be confirmed in writing.
- (g) Work health and safety will be adhered to when making arrangements.

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

52.2 Flexibility in school year

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

SCHEDULE A - Teachers' Salaries and Allowances

Table 1 – Teacher Salaries

	Annual salary from ffpp on or after 9 October 2024(\$)	Annual salary from ffpp on or after 9 October 2025(\$)	Annual salary from ffpp on or after 9 October 2026(\$)
	3%	3%	3%
Step 1 (Graduate)	87,550	90,177	92,882
Step 2 (Graduate)	94,155	96,980	99,889
Step 3 (Proficient)	98,177	101,122	104,156
Step 4 (Proficient)	102,197	105,263	108,421
Step 5 (Proficient)	109,315	112,594	115,972
Step 6 (Proficient)	117,538	121,064	124,696
Step 7 (Proficient)	125,763	129,536	133,422
Highly Accomplished/ Lead Teacher	133,846	137,861	141,997

Table 2 – Teachers – Casual Rates

	Casual daily rate from ffpp on or after 9 October 2024^ (\$)	Casual daily rate from ffpp on or after 9 October 2025^ (\$)	Casual daily rate from ffpp on or after 9 October 2026^ (\$)
Casual Teacher 1	452.84	466.43	480.42
Casual Teacher 2	507.81	523.04	538.74
Casual Teacher 3	565.42	582.38	599.86
	Casual half daily rate from ffpp on or after 9 October 2024^^ (\$)	Casual half daily rate from ffpp on or after 9 October 2025^^ (\$)	Casual half daily rate from ffpp on or after 9 October 2026^^ (\$)
Casual Teacher 1	226.42	233.22	240.21
Casual Teacher 2	253.91	261.52	269.37
Casual Teacher 3	282.71	291.19	299.93

[^] The casual daily rate is calculated in accordance with **paragraph 20.3(b)**- the appropriate annual rate in **subclause 20.1** divided by 203 + an additional 5% loading.

^{^^} The casual half-day rate is calculated in accordance with **paragraph 20.3(b)** - the appropriate annual rate in **subclause 20.1** divided by 406 + an additional 5% loading.

Table 3A – Allowances for Promotion Positions

Allowances for Coordinators

	Annual allowance from ffpp on or after 9 October 2024 (\$)	Annual allowance from ffpp on or after 9 October 2025 (\$)	Annual allowance from ffpp on or after 9 October 2026 (\$)
	3%	3%	3%
Coordinator 1	9,779	10,072	10,374
Coordinator 2	19,552	20,139	20,743
Coordinator 3	29,330	30,210	31,116

Table 3B – Salaries for Assistant Principals

Assistant Principal Primary

Primary enrolment in a primary department at previous year's census date	Annual salary from ffpp on or after 9 October 2024 (\$)	Annual salary from ffpp on or after 9 October 2025 (\$)	Annual salary from ffpp on or after 9 October 2026 (\$)
	3%	3%	3%
101-250 students	156,792	161,496	166,341
251-400 students	160,438	165,251	170,209
401-600 students	164,276	169,204	174,280
601-800 students	168,301	173,350	178,551
801+ students	172,326	177,496	182,821

Assistant Principal Secondary

Secondary enrolment in a secondary department at previous year's census date	Annual salary from ffpp on or after 9 October 2024 (\$)	Annual salary from ffpp on or after 9 October 2025 (\$)	Annual salary from ffpp on or after 9 October 2026 (\$)
	3%	3%	3%
201-300 students	164,276	169,204	174,280
301-600 students	168,301	173,350	178,551
601-900 students	172,326	177,496	182,821
901-1200 students	176,344	181,634	187,083
1201-1500 students	180,373	185,784	191,358
1500+ students	185,954	191,533	197,279

Table 4 – Allowances for Teachers

Travel Allowance

From the first full pay period on or after the Commencement Date the travel allowance will be payable at \$0.84 per kilometre.

Other Allowances

Special Education Teacher Allowance	from ffpp on or after 9 October 2024 (\$)	from ffpp on or after 9 October 2025 (\$)	from ffpp on or after 9 October 2026 (\$)
	3%	3%	3%
Full-time teacher (per annum)	3,630	3,739	3,851
Part-time or Casual Teacher (per day)	17.88	18.42	18.97

SCHEDULE B - General Employees' Rates of Pay and Allowances

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

Classification Level and Step	Annual salary from ffpp on or after 1 July 2024 (\$)	Annual salary from ffpp on or after 1 July 2025 (\$)	Annual salary from ffpp on or after 1 July 2026 (\$)
	4%	3%	3%
Level 1.1	55,224	56,881	58,587
Level 1.2	59,625	61,414	63,256
Level 2.1	60,130	61,934	63,792
Level 2.2	62,668	64,548	66,484
Level 2.3	63,809	65,723	67,695
Level 3.1	70,662	72,782	74,965
Level 3.2	70,929	73,057	75,249
Level 3.3	71,199	73,335	75,535
Level 3A	72,173	74,338	76,568
Level 4.1	79,527	81,913	84,370
Level 4.2	80,963	83,392	85,894
Level 4.3	86,856	89,462	92,146
Level 4.4	92,406	95,178	98,033
Level 5	92,406	95,178	98,033
Level 5A.1	100,507	103,522	106,628
Level 5A.2	103,357	106,458	109,652
Level 6A	103,229	106,326	109,516
Level 6B	106,142	109,326	112,606

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

Classification Level and Step	Hourly rate from ffpp on or after 1 July 2024 (\$)	Hourly rate from ffpp on or after 1 July 2025 (\$)	Hourly rate from ffpp on or after 1 July 2026 (\$)
	4%	3%	3%
Level 1.1	27.87	28.71	29.57
Level 1.2	30.09	31.00	31.93
Level 2.1	30.35	31.26	32.20
Level 2.2	31.63	32.58	33.56
Level 2.3	32.21	33.17	34.17
Level 3.1	35.66	36.73	37.84
Level 3.2	35.80	36.87	37.98
Level 3.3	35.94	37.01	38.12
Level 3A	36.43	37.52	38.64
Level 4.1	40.14	41.34	42.58
Level 4.2	40.86	42.09	43.35
Level 4.3	43.84	45.15	46.51
Level 4.4	46.64	48.04	49.48
Level 5	46.64	48.04	49.48
Level 5A.1	50.73	52.25	53.82
Level 5A.2	52.17	53.73	55.34
Level 6A	52.10	53.66	55.27
Level 6B	53.57	55.18	56.83

Table 1C – General Employees – Averaged Annual Rate of Pay (School Terms only)

Classification Level and Step	Annual rate from ffpp on or after 1 July 2024 (\$)	Annual rate from ffpp on or after 1 July 2025 (\$)	Annual rate from ffpp on or after 1 July 2026 (\$)
	4%	3%	3%
Level 1.1	49,702	51,193	52,728
Level 1.2	53,663	55,273	56,930
Level 2.1	54,117	55,741	57,413
Level 2.2	56,401	58,093	59,836
Level 2.3	57,428	59,151	60,926
Level 3.1	63,596	65,504	67,469
Level 3.2	63,836	65,751	67,724
Level 3.3	64,079	66,002	67,982
Level 3A	64,956	66,904	68,911
Level 4.1	71,574	73,722	75,933
Level 4.2	72,867	75,053	77,305
Level 4.3	78,170	80,516	82,931
Level 4.4	83,165	85,660	88,230
Level 5	83,165	85,660	88,230
Level 5A.1	90,456	93,170	95,965
Level 5A.2	93,021	95,812	98,687
Level 6A	92,906	95,693	98,564
Level 6B	95,528	98,393	101,345

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

Classification Level and Step	Hourly rate from ffpp on or after 1 July 2024 (\$)	Hourly rate from ffpp on or after 1 July 2025 (\$)	Hourly rate from ffpp on or after 1 July 2026 (\$)
	4%	3%	3%
Level 1.1	25.09	25.84	26.61
Level 1.2	27.08	27.90	28.73
Level 2.1	27.31	28.13	28.98
Level 2.2	28.47	29.32	30.20
Level 2.3	28.98	29.85	30.75
Level 3.1	32.10	33.06	34.05
Level 3.2	32.22	33.19	34.18
Level 3.3	32.34	33.31	34.31
Level 3A	32.78	33.77	34.78
Level 4.1	36.12	37.21	38.32
Level 4.2	36.78	37.88	39.02
Level 4.3	39.45	40.64	41.86
Level 4.4	41.97	43.23	44.53
Level 5	41.97	43.23	44.53
Level 5A.1	45.65	47.02	48.43
Level 5A.2	46.95	48.36	49.81
Level 6A	46.89	48.30	49.75
Level 6B	48.21	49.66	51.15

Table 2 – General Employees – Casual Hourly Rates

Classification Level and Step	Casual rate from ffpp on or after 1 July 2024 (\$)	Casual rate from ffpp on or after 1 July 2025 (\$)	Casual rate from ffpp on or after 1 July 2026 (\$)
	4%	3%	3%
Level 1.1	34.84	35.89	36.96
Level 1.2	37.62	38.75	39.91
Level 2.1	37.94	39.07	40.25
Level 2.2	39.54	40.72	41.94
Level 2.3	40.26	41.46	42.71
Level 3.1	44.58	45.92	47.29
Level 3.2	44.75	46.09	47.47
Level 3.3	44.92	46.27	47.65
Level 3A	45.53	46.90	48.31
Level 4.1	50.17	51.68	53.23
Level 4.2	51.08	52.61	54.19
Level 4.3	54.80	56.44	58.13
Level 4.4	58.30	60.05	61.85
Level 5	58.30	60.05	61.85
Level 5A.1	63.41	65.31	67.27
Level 5A.2	65.21	67.16	69.18
Level 6A	65.13	67.08	69.09
Level 6B	66.96	68.97	71.04

Table 3 – Allowances for General Employees

Travel Allowance

From the first full pay period on or after the Commencement Date the travel allowance will be payable at \$0.84 per kilometre.

Meal Allowances

From the first full pay period on or after the Commencement Date the meal allowance will be \$19.93 per occasion.

Other Allowances

Allowance	Rate from ffpp on or after the Commencement Date (\$)	Rate from ffpp on or after 1 July 2026 (\$)
First Aid per week	23.09	23.78
First Aid per day	4.62	4.76
Health Care Procedures per week	24.08	24.80
Health Care Procedures per day	4.82	4.96
Uniform and Laundry per week	8.42	8.42
Broken Shift per period of duty *	9.61	9.90
Overnight Camp per night	48.67	50.13

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

SCHEDULE C - Trade Instructors' Salaries and Allowances

Table 1 – Annual Salaries

Salary Step	Annual salary from ffpp on or after 27 January 2026* (\$)	Annual salary from ffpp on or after 9 October 2026 (\$)
Step 1	96,980	99,899
Step 2	101,122	104,156
Step 3	105,263	108,421
Step 4	112,594	115,972
Step 5	121,064	124,696

* Refer to **subclause 17.3** for any Trade Instructor commencing employment on or after 27 January 2026.

Table 2 – Allowances for Trade Instructors

Travel Allowance

From the first full pay period on or after 27 January 2026 the travel allowance will be payable at \$0.84 per kilometre.

SCHEDULE D - Trade Training Officers' Rates of Pay and Allowances

Table 1A – Annual Salaries

Salary Step	Annual salary from ffpp on or after 27 January 2026* (\$)	Annual salary from ffpp on or after 1 July 2026 (\$)
		3%
Step 1	83,392	85,894
Step 2	89,462	92,146
Step 3	95,178	98,033
Step 4	101,684	104,735

Table 1B – Hourly Rates

Salary Step	Hourly rate from ffpp on or after 27 January 2026* (\$)	Hourly rate from ffpp on or after 1 July 2026 (\$)
		3%
Step 1	\$42.09	\$43.35
Step 2	\$45.15	\$46.51
Step 3	\$48.04	\$49.48
Step 4	\$51.32	\$52.86

Table 2 – Casual Hourly Rates

Salary Step	Hourly rate from ffpp on or after 27 January 2026* (\$)	Hourly rate from ffpp on or after 1 July 2026 (\$)

	(\\$)	
		3%
Step 1	\$52.61	\$54.19
Step 2	\$56.44	\$58.14
Step 3	\$60.05	\$61.85
Step 4	\$64.15	\$66.08

* Refer to **subclause 18.3** for any Trade Training Officer commencing employment on or after 27 January 2026.

Table 3 – Allowances for Trade Training Officers

Travel Allowance

From the first full pay period on or after the Commencement Date the travel allowance will be payable at \$0.84 per kilometre.

Meal Allowances

From the first full pay period on or after the Commencement Date the meal allowance will be \$19.93 per occasion.

Other Allowances

Allowance	Rate from ffpp on or after 27 January 2026 (\\$)	Rate from ffpp on or after 1 July 2026 (\\$)
First Aid per week	23.09	23.78
First Aid per day	4.62	4.76

ANNEXURE A - General Employees' classification structure

1. SCHOOL OPERATIONAL SERVICES STREAM

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

(a) School Operational Services - Level 1

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

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

(ii) Indicative duties

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

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

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

(b) School Operational Services - Level 2

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

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

(ii) Indicative duties

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

- a range of maintenance and outdoor duties such as:
 - (1) non-specialised repair work;
 - (2) undertaking general gardening tasks including preparation and planting procedures;
 - (3) operating, maintaining and adjusting turf machinery under general supervision;
 - (4) applying fertilisers, fungicides, herbicides and insecticides under general supervision;
 - (5) responding to alarms, following emergency procedures and preparing incident reports, inspecting and securing buildings;
 - (6) providing assistance to qualified tradespersons in building and furniture maintenance; or
- a range of cleaning duties such as:
 - (1) responsibility for the purchasing, storage and distribution of cleaning equipment and chemicals;
 - (2) the direct supervision and responsibility of cleaning work by School Operational Services Level 1 General Employees;
 - (3) producing rosters for cleaning General Employees;
 - (4) assisting management in the selection of new cleaning General Employees;
 - (5) assisting management with the initial employment training and induction of new Employees;

- (6) inspecting and securing buildings; or
- taking general care of school vehicles including driving buses for 25 or more passengers.

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

(c) School Operational Services - Level 3

(i) A **School Operational Services - Level 3** position is one where the General Employee ordinarily performs work above and beyond the skills of a Level 2 position, and

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

(ii) Indicative duties

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

- general maintenance work which includes the use of trade accredited skills in areas such as carpentry, plumbing or electrical services;
- control and responsibility for the maintenance of gardens, sports grounds and/or facilities which includes the use of accredited trade skills in areas such as horticulture, gardening or in the maintenance of sports grounds;
- responsibility for operating, maintaining and adjusting turf machinery, as appropriate;
- cleaning and inspecting machinery after each use, reporting any problems to the appropriate manager;
- applying the skills taught in a trades certificate, including performance of a range of construction, maintenance and repair tasks, using precision hand and power tools and equipment. In some cases this will involve familiarity with the work of other trades or require further training;

- responsibility for the security and basic maintenance of school property;
- responsibility for planning, scheduling and supervising of all aspects of gardening maintenance;
- responsibility for the purchasing, distribution and accounting of relevant tools and materials; and
- assisting in the day to day running of a retail facility, for example a uniform shop or canteen, in a non-supervisory capacity.

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

(iv) Level 3A indicative duties

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

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

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

(d) School Operational Services - Level 4

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

- (A) is self-directed in applying their substantial in-depth technical knowledge;
- (B) uses discretion and judgment to plan and organise their work and the work of others;
- (C) applies their technical training and experience to solve problems and expertise to the making of decisions;
- (D) has overall responsibility for managing/ coordinating a particular school operational function; and
- (E) requires a skill level equivalent to trades qualification (or certificate III).

(ii) Indicative duties

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

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

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

2. SCHOOL ADMINISTRATIVE SERVICES STREAM

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

(a) School Administrative Services - Level 3

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

(A) performs a limited range of clerical and administrative tasks and roles;

(B) works within routines, methods and procedures;

- (C) is provided with close supervision, or in the case of a more experienced General Employee routine supervision, of straightforward tasks; and
- (D) is not required to have formal qualifications or work experience upon engagement.

(ii) Indicative duties

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

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

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

(b) School Administrative Services - Level 4

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

- (A) applies knowledge with depth in some areas and a broad range of skills in a variety of roles and tasks;
- (B) uses discretion and judgement in planning and organising and achieving outcomes in time constraints;
- (C) typically works under the general supervision and direction of a School Administrative Services Level 5 or Level 6 General Employee. Provided that this will not apply to an ICT support officer; and
- (D) performs duties that typically require a skill level which assumes and requires knowledge and training equivalent to completion of certificate III, or completion of year 12 or completion of certificate II, with relevant work experience.

(ii) Indicative duties

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

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

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

(c) School Administrative Services - Level 5

(i) **School Administrative Services – Level 5** may be used to appoint a Level 5 ICT support officer. A Level 5 position is one where the General Employee ordinarily performs work above and beyond the skills of a Level 4 position, and:

- (A) exercises substantial responsibility, independent judgement and initiative with a detailed knowledge of complex office procedures;
- (B) has and uses advanced skills and knowledge in the operation of complex equipment and procedures;
- (C) assists in planning future ICT resources and equipment needs; and
- (D) will have completed relevant post-secondary training or have significant and substantial technical and procedural knowledge and skill which may be deemed by the Employer as being comparable with a diploma or certificate IV with relevant work experience, a certificate III with relevant and extensive work experience, or an equivalent combination of relevant experience and/or training. For the avoidance of doubt, a General Employee who, at the time of appointment to this level, was not required to have a Certificate IV or Diploma, will not later be required to obtain either qualification.

(ii) Indicative duties

A Level 5 ICT support officer may perform the following indicative duties:

- making recommendations for the development of ICT infrastructure considering the needs of new applications and equipment redundancy; and
- providing technical direction for software upgrades, licensing, back up recovery, virus protection, printing systems, server maintenance procedures and network security.
- supervising and maintaining hardware and software components of a school computer network.

(iii) Examples of positions which typically fall under this level include: ICT officer.

(d) School Administrative Services - Level 6

- (i) Schools must employ at least one School Administrative Services Level 6B position.
- (ii) A school may appoint a Level 6 ICT senior officer at Level 6A. The appointment of an ICT senior officer must be in addition to the requirement to appoint at least one School Administrative Level 6B position under **subparagraph 2(d)(i)**.
- (iii) A **School Administrative Services - Level 6** position is one where the General Employee ordinarily performs work above and beyond the skills of a Level 4 and 5 position, and:
 - (A) exercises substantial responsibility, independent judgement and initiative with a detailed knowledge of complex office procedures;
 - (B) has and uses advanced skills and knowledge in the operation of complex equipment and procedures;

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

(iv) Indicative duties

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

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

- coordinating the planning of the school's ICT infrastructure, equipment and applications in order to meet emerging and long term needs;
- overseeing the maintenance of the school's ICT infrastructure;
- making recommendations regarding school ICT issues, practices and opportunities; and
- developing and review of school ICT policies and procedures

(v) Examples of positions which typically fall under this level include: senior school secretary, executive assistant, financial secretary (however named), Principal's secretary and ICT senior officer.

3. CLASSROOM AND LEARNING SUPPORT SERVICES STREAM

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

(a) Classroom and Learning Support Services – Level 3

(i) A **Classroom and Learning Support Services - Level 3** position is intended to be a role with a limited scope of duties which does not constitute the work of a Classroom and Learning Support Services Level 4 position. A Classroom and Learning Support Services - Level 3 employee:

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

(ii) Indicative duties

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

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

- unpacking, checking and sorting of gear

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

(b) Classroom and Learning Support Services - Level 4

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

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

(ii) Indicative duties

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

- toileting, washing and dressing disabled or other students;
- travelling with students with a disability;
- assisting therapists in their work with students;
- carrying out individual programs of a self help nature that develop independent living skills in students;
- supervising students in non-teaching periods (including on excursions);
- supervising groups of students other than in a classroom situation, including taking responsibility for the library if no teacher librarian is present;
- undertaking playground supervision,
- assisting in teaching duties under the direction and general supervision of a Teacher, including assisting a Teacher with a small group of students in an area adjacent to that concurrently used by the responsible Teacher;
- under direction, taking students for their individualised teaching plans in specific areas, and reporting to Teachers on, and charting, student progress;

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

(iii) Examples of positions which typically fall under this level include: school assistant, learning support officer, Aboriginal education officer, home school liaison officer, integration aide, food technology assistant, art assistant, TAS assistant, music assistant, agriculture assistant, laboratory assistant,

library/audio-visual assistant, book room assistant, bi-lingual aides and Teachers' aides.

(c) Classroom and Learning Support Services - Level 5

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

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

(ii) Indicative duties

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

- supervision and management of General Employees at a lower level including overseeing their recruitment, work allocation, professional development, performance appraisal and training;
- planning teaching programs in conjunction with Teachers;
- preparing reports for parents in conjunction with Teachers;
- providing in-service to Teachers in specific technical or other areas;
- planning and preparing, in conjunction with Teachers, student assessment and reporting and the preparation of student portfolios, including discussing student progress with Teachers;
- researching reference material for Teachers, and to support programmes for quality teaching and learning;
- maintaining budgetary information for one or more areas, such as kitchens, laboratories, libraries or workrooms;
- repairing equipment requiring technical knowledge and expertise;

- purchasing of resources in conjunction with a Teacher or other qualified member of staff;
- playground supervision;
- supervise travel training for a student with a mild intellectual disability; and
- providing specialist technical advice, direction and assistance in the employee's area of expertise using the application of knowledge gained through formal study/qualifications applicable to this level.

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

(d) Classroom and Learning Support Services - Level 5A

(i) A **Classroom and Learning Support Services - Level 5A** position is one where a General Employee engaged as an Aboriginal education officer is appointed to a role that, in addition to the duties set out for Levels 4 or 5, involves community liaison, family support or integration of Aboriginal perspectives into the operation of the school.

(ii) Indicative duties

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

- support Aboriginal cultural awareness for all students with particular reference to Aboriginal students
- playground supervision;
- help maintain effective relationships between Aboriginal students, Aboriginal parents, the Aboriginal community and school staff; and
- liaise with the Principal and school staff on protocols for interacting with the Aboriginal community in relation to staff and Aboriginal students in the school and in Aboriginal education activities.

ANNEXURE B - Personal/Carer's Leave Portability (NSW/ACT Catholic Systemic Schools and Participating NSW/ACT Catholic Schools)

1. Application:

- (a) This Annexure sets out personal/carer's leave portability for Employees who were previously employed by a Participating Employer.
- (b) This Annexure establishes obligations on the Employer to recognise personal/carer's leave portability for Employees.
- (c) Employees who intend on terminating their employment and obtaining employment with a new Employer should always refer to their proposed new Employer's industrial instruments for information about whether leave entitlements can be transferred.
- (d) A 'Participating Employer' includes:
 - (i) The Employer, and NSW/ACT Catholic Diocesan Employers, as defined at **clause 4** of this Agreement, for Teachers, Trade Instructors, General Employees and Trade Training Officers;
 - (ii) The NSW Catholic Schools Employers or Employers operating the schools listed below for Teachers only:

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

St Augustine's College, Brookvale	Wollongong Flexible Learning Centre, Towradji
St Mary's Flexible Learning Centre, St Marys	St Laurence Flexible Learning Centre, Broadmeadow
Pambula Beach Flexible Learning Centre, Pambula Beach	

(iii) The ACT Catholic Schools Employers listed below for Teachers only:

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

2. Operation

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

Personal/Carer's Leave Portability – Employer Certificate

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

Part to be completed by former Participating Employer

[Name of Employee] was employed by the [Name of the Employer] as [Insert Position Title] on [Insert commencement date] and ceased work on [insert date].

At that time untaken personal/carer's leave over the preceding [Insert Number] years of continuous service was as follows:

Set Out Record

For example for Catholic School Employers (non-Diocesan)

	Number of untaken personal/carer's leave days
Last year of employment	
Year 2 accumulation	
Year 3 accumulation	
Year 4 accumulation	
Year 5 accumulation	
Year 6 accumulation	
(etc up to 15 years if necessary)	

For example for Catholic Diocesan Employers

Total untaken paid personal/carer's leave as at last day of service: _____

Signature of Employer _____ Date _____

Part to be completed by Employee

I, [Insert Name of Employee] was formerly employed by [Insert Name of Participating Employer] from [Insert commencement date] to [Insert Last Day of Employment].

Signature of Employee _____ Date _____

ANNEXURE C - Catholic Schools Intrastate Long Service Leave Portability Arrangement

1. Application

This Annexure will apply to:

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

2. Objective

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

3. Definitions

For the purpose of this Annexure:

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

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

4. Long service leave portability

- 4.1.** Entitlement to long service leave will be in accordance with the provisions of the Act, the *Long Service Leave Act 1955 (NSW)*, the *Long Service Leave Act 1976 (ACT)*, and any applicable enterprise agreement and any enterprise agreement (including any amendments or replacements of the legislation or industrial instruments) that applies to any Employer.
- 4.2.** Continuous service with an Employer as at the operative date of this Agreement, will be recognised by another Employer for the purpose of this Annexure provided that:
 - (a) The Employee has completed an initial qualifying period (the “Initial Qualifying Period”) of:
 - (i) at least one year of continuous service with a participating Employer listed in **clause 7** of this Annexure; or
 - (ii) at least five years of continuous service with a participating Employer listed in **clause 8** of this Annexure.
 - (b) An Employee will only be entitled to the portability of his or her long service leave where he or she commences employment with a New Employer and no more than the equivalent of two full school terms have elapsed between ceasing employment with the Former Employer and commencing employment with a New Employer.
 - (c) Service prior to the Initial Qualifying Period will not be counted for the purpose of calculating long service leave entitlements in accordance with **paragraph 4.2(a)**.
- 4.3.** Notwithstanding an Employee may have taken all or part of their accrued long service leave with their Former Employer or may have been paid out on termination all or part of their long service leave by their Former Employer, the Employee’s period of continuous service with the Former Employer will be recognised by the New Employer for the purposes of calculating any entitlement to long service leave.
- 4.4.** Prior service will be recognised by the New Employer on the understanding that the Employee is not entitled to take or be paid long service leave which they have already taken or been paid by their Former Employer.
- 4.5.** Notwithstanding the provisions of **subclause 4.2**, where the Former Employer has a different rate of accumulation of long service leave to the New Employer, the following will occur:

- (a) service with the Former Employer will be recognised as service with the New Employer; and
- (b) the accrued entitlement to long service leave recognised by the New Employer will be that which the Employee had accrued at the date of ceasing employment with the Former Employer.

5. Administrative arrangements

- 5.1.** Upon notification of termination the Employer will provide eligible Employees with the following documentation:
 - (a) prescribed form as set out in **Attachment A** to this Annexure;
 - (b) information sheet as set out in **Attachment B** of this Annexure;
 - (c) details of the Employee's long service leave entitlements (refer **paragraphs 5.5(a) to 5.5(f)** below).
- 5.2.** An Employee who is eligible to an entitlement to long service leave and/or has completed an initial qualifying period and terminates his/her services with an Employer and accepts a position as an Employee with a New Employer, may elect to make an application in accordance with this clause.
- 5.3.** The Employee will make an application in accordance with this Annexure in the prescribed form as specified in **Attachment A** of this Annexure and submit it to the New Employer within 14 days of commencing duties as an Employee with the New Employer.
- 5.4.** The New Employer will forward the completed application to the Former Employer.
- 5.5.** On receipt of an application, the Former Employer will advise the New Employer of the following details in relation to the applicant:
 - (a) The period of service with the Former Employer;
 - (b) Details of other periods of service with any other Employer (the details of which will be supplied by the Employee to the Former Employer);
 - (c) Details of the calculation of the monetary entitlement which is to be made in recognition of continuous service (including the ordinary rate of pay with the Former Employer);
 - (d) The date of termination of employment;
 - (e) Details of past long service leave taken by the Employee; and
 - (f) The number of days or hours long service leave accumulated by the Employee on termination and the Employee's full-time equivalent load on termination.
- 5.6.** The Former Employer will remit within three months of the termination of employment of the Employee as specified in **paragraph 5.5(d)**, the value of the monetary entitlement as specified in **paragraph 5.5(c)** to the New Employer.

5.7. The Former Employer will advise the New Employer and the Employee when the transfer has been affected.

6. Parties to the Annexure

The Parties to this Annexure are:

(a) The Employer and NSW/ACT Catholic Diocesan Employers as defined in **clause 4 - Definitions**, of this Agreement; and

(b) The Catholic Schools Employers or the Employers operating the schools listed below:

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

7. One year qualifying period

An initial qualifying period of one year, in accordance with **paragraph 4.2(a)** of this **Annexure C**, will apply to the following Employers:

- (a) The Employer and NSW/ACT Catholic Diocesan Employers as defined in **clause 4 - Definitions**, of this Agreement; and
- (b) The Catholic Schools Employers or the Employers operating the schools listed below:

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

Note: In respect of service prior to 30 January 2006, Dunlea Centre (formerly Boys' Town), Engadine, and St Mary Star of the Sea College, Wollongong, were Five Year Qualifying Period

Employers. In respect of service prior to 1 January 2010, Chevalier College, Bowral was a Five Year Qualifying Period Employer.

8. Five year qualifying period

An initial qualifying period of five years, in accordance with **paragraph 4.2(a)** of this **Annexure C**, will apply to the following Employers:

Monte Sant' Angelo Mercy College, North Sydney	Red Bend Catholic College, Forbes
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ATTACHMENT A to Annexure C

Long service leave portability form

Within 14 days of commencing duties as an Employee with the New Employer, the Employee must complete Part One of this form and provide this form to the New Employer.

The New Employer will complete Part Two, retain a copy, and forward the form to the Former Employer

Part one (to be completed by the employee)

I, [INSERT NAME OF EMPLOYEE] was until [INSERT LAST DAY OF EMPLOYMENT WITH FORMER EMPLOYER] employed at [INSERT NAME OF FORMER SCHOOL/COLLEGE/EMPLOYER].

As from [INSERT START DATE OF EMPLOYMENT WITH NEW EMPLOYER] I have been/will be employed by [INSERT NAME OF NEW SCHOOL/COLLEGE/NEW EMPLOYER].

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

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

In consideration of the payment of the said amount to the New Employer:

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

Dated this _____ day of _____ 20____

SIGNED _____

ADDRESS _____

Part two (to be completed by the New Employer)

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

Dated this _____ day of _____ 20_____

SIGNED _____,

for and on behalf of the New Employer.

TITLE _____

ATTACHMENT B to Annexure C

Employee Information Sheet

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

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

Employees of participating Catholic Schools are entitled under the Annexure to transfer their long service leave entitlements when they terminate their employment with one participating Employer and become employed by another participating Employer in the capacity of principal, teacher, adviser, or non-teacher within a period not exceeding the equivalent of two school terms.

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

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

An Employee is required to apply for the transfer of long service leave entitlement and for the recognition of eligible service by completing the form which is attached (**Attachment A of the Annexure**) and providing it to their New Employer within 14 days of the commencement of their duties.

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

ANNEXURE D - National Training Wage

1. Title

This is the National Training Wage Annexure for General Employees. It is derived from Schedule E of the Miscellaneous Award 2020, and the rates contained in this Annexure may be adjusted consistent with changes to the rates contained in that award, as set out in **clause 5** of this Annexure.

2. Definitions

In this Annexure:

- (a) adult trainee is a trainee who would qualify for the highest minimum wage in Wage Level A, B or C if covered by that wage level
- (b) approved training means the training specified in the training contract
- (c) Australian Qualifications Framework (AQF) is a national framework for qualifications in post-compulsory education and training
- (d) out of school refers only to periods out of school beyond Year 10 as at the first of January in each year and is deemed to:
 - (i) include any period of schooling beyond Year 10 which was not part of or did not contribute to a completed year of schooling;
 - (ii) include any period during which a trainee repeats in whole or part a year of schooling beyond Year 10; and
 - (iii) not include any period during a calendar year in which a year of schooling is completed
- (e) relevant State or Territory training authority means the bodies in the relevant State or Territory which exercise approval powers in relation to traineeships and register training contracts under the relevant State or Territory vocational education and training legislation
- (f) relevant State or Territory vocational education and training legislation means the following or any successor legislation:
 - (i) Australian Capital Territory: Training and Tertiary Education Act 2003;
 - (ii) New South Wales: Apprenticeship and Traineeship Act 2001;
 - (iii) Northern Territory: Northern Territory Employment and Training Act 1991;
 - (iv) Queensland: Vocational Education, Training and Employment Act 2000;
 - (v) South Australia: Training and Skills Development Act 2008;

- (vi) Tasmania: Vocational Education and Training Act 1994,
- (vii) Victoria: Education and Training Reform Act 2006; or
- (viii) Western Australia: Vocational Education and Training Act 1996
- (ix) trainee is an employee undertaking a traineeship under a training contract

(g) traineeship means a system of training which has been approved by the relevant State or Territory training authority, which meets the requirements of a training package developed by the relevant Industry Skills Council and endorsed by the National Quality Council, and which leads to an AQF certificate level qualification

(h) training contract means an agreement for a traineeship made between an employer and an employee which is registered with the relevant State or Territory training authority

(i) training package means the competency standards and associated assessment guidelines for an AQF certificate level qualification which have been endorsed for an industry or enterprise by the National Quality Council and placed on the National Training Information Service with the approval of the Commonwealth, State and Territory Ministers responsible for vocational education and training, and includes any relevant replacement training package year 10 includes any year before Year 10

3. Coverage

Subject to **subclauses 3(b) to 3(e)**, this Annexure applies in respect of an employee covered by this Agreement who is undertaking a traineeship whose training package and AQF certificate level is allocated to a wage level by **Appendix 1** to this Annexure.

- (a) This Annexure only applies to AQF Certificate Level IV traineeships for which a relevant AQF Certificate Level III traineeship is listed in **Appendix 1**.
- (b) This Annexure does not apply to the apprenticeship system or to any training program which applies to the same occupation and achieves essentially the same training outcome as an existing apprenticeship in an award as at 25 June 1997.
- (c) This Annexure does not apply to qualifications not identified in training packages or to qualifications in training packages which are not identified as appropriate for a traineeship.
- (d) Where the terms and conditions of this Annexure conflict with other terms and conditions of this Agreement dealing with traineeships, the other terms and conditions of this Agreement prevail.
- (e) At the conclusion of the traineeship, this Annexure ceases to apply to the employee.

4. Types of traineeship

The following types of traineeship are available under this Annexure:

- (a) a full-time traineeship based on 38 ordinary hours per week, with 20% of ordinary hours being approved training; and
- (b) a part-time traineeship based on less than 38 ordinary hours per week, with 20% of ordinary hours being approved training solely on-the-job or partly on-the-job and partly off-the-job, or where training is fully off-the-job.

5. Minimum wages

Minimum wages for trainees shall be in accordance with clause E.4 of Schedule E of the Miscellaneous Award 2020, as varied from time to time.

6. Employment conditions

- (a) a part-time traineeship based on less than 38 ordinary hours per week, with 20% of ordinary hours being approved training solely on-the-job or partly on-the-job and partly off-the-job, or where training is fully off-the-job.
- (b) A trainee undertaking a school-based traineeship may, with the agreement of the trainee, be paid an additional loading of 25% on all ordinary hours worked instead of paid annual leave, paid personal/carer's leave and paid absence on public holidays, provided that where the trainee works on a public holiday then the public holiday provisions of this Agreement apply.
- (c) A trainee is entitled to be released from work without loss of continuity of employment and to payment of the appropriate wages to attend any training and assessment specified in, or associated with, the training contract.
- (d) Time spent by a trainee, other than a trainee undertaking a school-based traineeship, in attending any training and assessment specified in, or associated with, the training contract is to be regarded as time worked for the employer for the purposes of calculating the trainee's wages and determining the trainee's employment conditions.
- (e) Subject to **subclause 3(e)** of this Annexure, all other terms and conditions of this Agreement apply to a trainee unless specifically varied by this Annexure.

APPENDIX 1 of Annexure D - Allocation of traineeships to wage levels

The wage levels applying to training packages and their AQF certificate levels are:

Wage Level A

Training Package	AQF Certificate Level
Aeroskills	II
Aviation	I, II, III
Beauty	III
Business Services	I, II, III
Chemical, Hydrocarbons and Refining	I, II, III
Civil Construction	III
Coal Training Package	II, III
Community Services	II, III
Construction, Plumbing and Services	I, II, III
Integrated Framework	
Correctional Services	II, III
Drilling	II, III
Electricity Supply Industry—Generation Sector	II, III (in Western Australia only)
Electricity Supply Industry—Transmission, Distribution and Rail Sector	II
Electrotechnology	I, II, III (in Western Australia only)
Financial Services	I, II, III
Floristry	III
Food Processing Industry	III
Gas Industry	III
Information and Communications Technology	I, II, III
Laboratory Operations	II, III
Local Government (other than Operational Works Cert I and II)	I, II, III
Manufactured Mineral Products	III

Training Package	AQF Certificate Level
Manufacturing	I, II, III
Maritime	I, II, III
Metal and Engineering (Technical)	II, III
Metalliferous Mining	II, III
Museum, Library and Library/Information Services	II, III
Plastics, Rubber and Cablemaking	III
Public Safety	III
Public Sector	II, III
Pulp and Paper Manufacturing Industries	III
Retail Services (including wholesale and Community Pharmacy)	III
Telecommunications	II, III
Textiles, Clothing and Footwear	III
Tourism, Hospitality and Events	I, II, III
Training and Assessment	III
Transport and Distribution	III
Water Industry (Utilities)	III

Wage Level B

Training Package	AQF Certificate Level
Animal Care and Management	I, II, III
Asset Maintenance	I, II, III
Australian Meat Industry	I, II, III
Automotive Industry Manufacturing	II, III
Automotive Industry Retail, Service and Repair	I, II, III
Beauty	II
Caravan Industry	II, III
Civil Construction	I
Community Recreation Industry	III
Entertainment	I, II, III
Extractive Industries	II, III
Fitness Industry	III

Training Package	AQF Certificate Level
Floristry	II
Food Processing Industry	I, II
Forest and Forest Products Industry	I, II, III
Furnishing	I, II, III
Gas Industry	I, II
Health	II, III
Local Government (Operational Works)	I, II
Manufactured Mineral Products	I, II
Metal and Engineering (Production)	II, III
Outdoor Recreation Industry	I, II, III
Plastics , Rubber, and Cable Making	II
Printing and Graphic Arts	II, III
Property Services	I, II, III
Public Safety	I, II
Pulp and Paper Manufacturing Industries	I, II
Retail Services	I, II
Screen and Media	I, II, III
Sport Industry	II, III
Sugar Milling	I, II, III
Textiles, Clothing and Footwear	I, II
Transport and Logistics	I, II
Visual Arts, Craft and Design	I, II, III
Water Industry	I, II

Wage Level C

Training Package	AQF Certificate Level
Agri-Food	I
Amenity Horticulture	I, II, III
Conservation and Land Management	I, II, III
Funeral Services	I, II, III
Music	I, II, III
Racing Industry	I, II, III
Rural Production	I, II, III

Seafood Industry	I, II, III
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Signatories to the Agreement

EXECUTED AS AN AGREEMENT

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



Signature of authorised officer



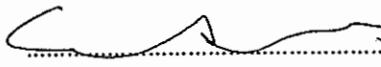
Signature of witness

Jack de Groot
Chief Executive Officer
470 Church Street, Parramatta NSW 2150

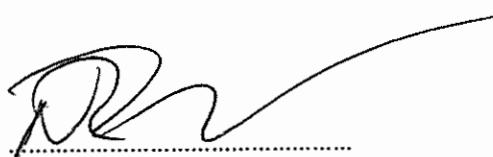
Veronica Turner

Name / Title / Address of authorised officer Name of witness

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



Signature of authorised officer



Signature of witness

Carol Matthews

Neal Bent

NSW/ACT Branch Secretary

485-501 Wattle Street Ultimo NSW 2007.

Name / Title / Address of authorised officer Name of witness