



DECISION

Fair Work Act 2009

s.185 - Application for approval of a single-enterprise agreement

Catholic Employment Relations Ltd
(AG2025/3994)

THE NSW AND ACT CATHOLIC SYSTEMIC SCHOOLS ENTERPRISE AGREEMENT 2025

Educational services

COMMISSIONER WALKADEN

SYDNEY, 17 DECEMBER 2025

Application for approval of the NSW and ACT Catholic Systemic Schools Enterprise Agreement 2025

[1] This decision concerns an application for approval of the NSW and ACT Catholic Systemic Schools Enterprise Agreement Enterprise Agreement 2025 (**the Agreement**). The application has been made under section 185 of the *Fair Work Act 2009* (**the FW Act**) by Catholic Employment Relations Ltd (**the Applicant**). The Applicant is the bargaining representative for the nine employers covered by the Agreement (**the Employers**), which are:

- Trustees of the Roman Catholic Church for the Diocese of Armidale trading as Armidale Catholic Schools;
- Catholic Education Diocese of Bathurst Limited;
- Catholic Archdiocese of Canberra and Goulburn Education Limited;
- Diocese of Lismore Catholic Schools Limited;
- Trustees of the Roman Catholic Church for the Diocese of Maitland-Newcastle trading as the Diocese of Maitland-Newcastle Catholic Schools Office;
- Sydney Catholic Schools Limited ACN 619 137 343 as trustee for Sydney Catholic Schools Trust ABN 26158447082;
- Trustees of the Roman Catholic Church for the Diocese of Wagga Wagga;
- The Trustees of the Roman Catholic Church for the Diocese of Wilcannia-Forbes; and
- The Trustees of the Roman Catholic Church for the Diocese of Wollongong trading as the Trustees of the Wollongong Diocese Catholic School System ABN 67786923621.

[2] 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.

[3] Section 186(2)(c) of the FW Act requires the Fair Work Commission to be satisfied that the terms of the Agreement do not contravene section 55 of the FW Act. In considering the application, I raised a concern with the Employers and the Independent Education Union

of Australia (**IEU**), which was the only other bargaining representative for the Agreement. The concern related to clause 43.2(b) of the Agreement, which permits the employer to withhold amounts payable on termination of employment. The concern being that clause may be inconsistent with the National Employment Standards. I sought the views of the Employers and the IEU as to whether the Employers wished to rely upon clause 3.2 of the Agreement, which may be best described as a NES precedence clause, to address any such inconsistency. The Employers confirmed that they did. The IEU did not express a view. Such confirmation by the Employers resolves this concern.

[4] Section 186(2)(d) of the FW Act requires the Fair Work Commission to be satisfied that the Agreement passes the better off overall test (**BOOT**). The assessment as to whether the Agreement passes the BOOT is applied in accordance with section 193A of the FW Act. In considering the application, I raised two concerns with the Employers and the IEU. The first concern related to the wage rates for trainees. The second concern related to the span of hours for cleaners. The Employers provided an explanation that met my concerns. The IEU did not express a view. In responding to these concerns, the Employers raised two issues. One issue was the inadvertent omission of the wage rate for half-day casual teachers in the ACT. This gave rise to a BOOT concern. The Employers proposed an undertaking to address this concern. The Commission sought the views of the IEU as to the undertaking. The IEU agreed to the undertaking. I accept the undertaking. In doing so, I am also satisfied that that the undertaking is not likely to cause financial detriment to any employee covered by the Agreement. I am also satisfied that the undertaking is not likely to result in substantial changes to the Agreement. A copy of the undertaking is attached at Annexure A of this decision. The second issue was an obvious error with clause 43.2(b) of the Agreement, which refers to clause 43.2(e). There is no clause 43.2(e) of the Agreement. I am satisfied that this is an obvious error and that the reference should be to clause 43.1(e). The Agreement will be varied pursuant to section 218A of the FW Act to correct this obvious error.

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

[6] Section 201 of the FW Act requires the approval decision to note certain matters. The first 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. The second such matter relevant to this application is section 201(3) of the FW Act. I note that the Agreement is approved with the attached undertaking, which is taken to be a term of the Agreement.

[7] The Agreement is approved and, in accordance with section 54 of the FW Act, it will operate from 24 December 2025. The nominal expiry date of the Agreement is 9 October 2027



COMMISSIONER

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Annexure A

THE FAIR WORK COMMISSION

FWC Matter No: AG2025/3994

Application for approval of the *NSW and ACT Catholic Systemic Schools Enterprise Agreement 2025*.

Applicants:

- (a) Trustees of the Roman Catholic Church for the Diocese of Armidale trading as Armidale Catholic Schools
- (b) Catholic Education Diocese of Bathurst Limited
- (c) Catholic Archdiocese of Canberra and Goulburn Education Limited
- (d) Diocese of Lismore Catholic Schools Limited
- (e) Trustees of the Roman Catholic Church for the Diocese of Maitland-Newcastle, trading as the Diocese of Maitland-Newcastle Catholic Schools Office
- (f) Sydney Catholic Schools Limited as trustee for Sydney Catholic Schools Trust
- (g) Trustees of the Roman Catholic Church for the Diocese of Wagga Wagga
- (h) The Trustees of the Roman Catholic Church for the Diocese of Wilcannia-Forbes
- (i) Trustees of the Roman Catholic Church for the Diocese of Wollongong trading as the Trustees of the Wollongong Diocese Catholic School System

(together **the Applicants**)

Section 185 – Application for approval of a single enterprise agreement

Undertaking – Section 190

We, the individuals set out below, have the authority given to us by the Applicants to give the following undertaking with respect to the *NSW and ACT Catholic Systemic Schools Enterprise Agreement 2025 (Agreement)*.

1. Table of A4 of Schedule A of the Agreement will operate to include the following items in addition to the existing table:

	Casual Half Daily rate from ffpp on or after 1-Aug-25 (\$)	Casual Half Daily rate effective from ffpp on or after 1-Aug-26 (\$)
Conditionally Accredited Teacher Level 1	204.97	212.15
Conditionally Accredited Teacher Level 2	215.79	223.34
Casual Teacher 1	226.74	234.67
Casual Teacher 2	253.91	262.79
Casual Teacher 3	282.49	292.38

This undertaking is provided on the basis of issues raised by the Fair Work Commission in the application before the Fair Work Commission.

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

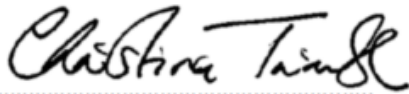


Signature of authorised officer

Regina Menz
Director of Catholic Schools
Diocese of Armidale
Unit 2, 131 Barney Street, Armidale 2350

.....
Name/title/address of authorised officer

SIGNED for and on behalf of **Catholic Education Diocese of Bathurst Limited** by an authorised officer:



.....
Signature of authorised officer

Christina Trimble
Executive Director of Schools
225 Gilmour Street,
Kelso NSW 2795

.....
Name/title/address of authorised officer

SIGNED for and on behalf of **Catholic Archdiocese of Canberra and Goulburn Education Limited**, by an authorised officer

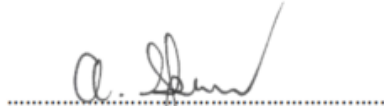


Signature of authorised officer

David de Carvalho
Executive Director of Catholic Archdiocese of
Canberra and Goulburn Education Limited,
St Christopher's Pastoral Centre,
55 Franklin Street
Forrest ACT 2603

Name/title/address of authorised officer

SIGNED for and on behalf of **Diocese of Lismore Catholic Schools Limited** by an authorised officer:



Signature of authorised officer

Adam Spencer
Director of Catholic Schools, CEO
3 Dawson Street, Lismore NSW 2480

Name/title/address of authorised officer

SIGNED for and on behalf of The **Trustees of the Roman Catholic Church for the Diocese of Maitland-Newcastle, trading as the Diocese of Maitland-Newcastle Catholic Schools Office** by an authorised officer:



Signature of authorised officer

Jacqueline Wilkinson
Director of Catholic Schools
841 Hunter Street,
Newcastle West 2302

Name/title/address of authorised officer

SIGNED for and on behalf of **Sydney Catholic Schools Limited as trustee for Sydney Catholic Schools Trust** by an authorised officer:

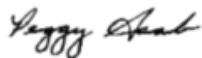


Signature of authorised officer

Danielle Cronin, Executive
Director, Level 23,
680 George Street,
Sydney, NSW, 2000

Name/title/address of authorised officer

SIGNED for and on behalf of **The Trustees of the Roman Catholic Church for the Diocese of Wagga Wagga** by an authorised officer:

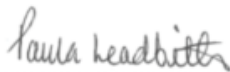


Signature of authorised officer

Peggy Saab
Executive Director, Catholic Education
Diocese of Wagga Wagga
205 Tarcutta Street
Wagga Wagga NSW 2650

Name/title/address of authorised officer

SIGNED for and on behalf of **The Trustees of the Roman Catholic Church for the Diocese of Wilcannia-Forbes** by an authorised officer:



Signature of authorised officer

Paula Leadbitter
Director, Catholic Education
Catholic Education Wilcannia-Forbes
15 Johnston Street
Forbes NSW 2871

Name/title/address of authorised officer

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



Signature of authorised officer

Peter Hill,
Executive Director of Schools
280-286 Keira Street,
Wollongong NSW 2500

Name/title/address of authorised officer



ORDER

Fair Work Act 2009

s.218A - application to vary an agreement to correct or amend errors, defects or irregularities

Catholic Employment Relations Ltd

(AG2025/4507)

THE NSW AND ACT CATHOLIC SYSTEMIC SCHOOLS ENTERPRISE AGREEMENT 2025

Educational services

COMMISSIONER WALKADEN

SYDNEY, 17 DECEMBER 2025

Application for variation of the NSW and ACT Catholic Systemic Schools Enterprise Agreement 2025

[1] Further to my decision in [2025] FWCA 4325, I order that the NSW and ACT Catholic Systemic Schools Enterprise Agreement 2025 be varied as follows:

1. Replace clause 43.2 with the following:

43.2 Payment on termination

- (a) Employees will, upon termination of employment be paid all salary or wages and other monies due, including any payments which may be due in lieu of annual leave (under the applicable provisions of **Clause 34 - Annual leave, Clause 35- Salary adjustment formula and student vacation periods or Clause 36 – Annual adjustment of salary formula**) and/or long service leave.
- (b) If an Employee fails to give the notice specified in **paragraph 43.1(e) above**, 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 an Employer, unless the deduction is authorised by the Employee in accordance with section 324 of the Act.

COMMISSIONER

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NSW and ACT Catholic Systemic Schools Enterprise Agreement 2025

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PART 1 - APPLICATION AND OPERATION

1 Title of the Agreement

The title of this Agreement is the NSW and ACT Catholic Systemic Schools Enterprise Agreement 2025.

2 Coverage

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

- (a) the Employers, that is:
 - (i) Trustees of the Roman Catholic Church for the Diocese of Armidale trading as Armidale Catholic Schools (**ACS**);
 - (ii) Catholic Education Diocese of Bathurst Limited (**CEDB**);
 - (iii) Catholic Archdiocese of Canberra and Goulburn Education Limited (**CECG**);
 - (iv) Diocese of Lismore Catholic Schools Limited (**DLCSL**);
 - (v) Trustees of the Roman Catholic Church for the Diocese of Maitland-Newcastle; trading as the Diocese of Maitland-Newcastle Catholic Schools Office (**MNCSO**);
 - (vi) Sydney Catholic Schools Limited ACN 619 137 343 as trustee for Sydney Catholic Schools Trust ABN 26 158 447 082 (**SCS**);
 - (vii) Trustees of the Roman Catholic Church for the Diocese of Wagga Wagga (**CEDWW**);
 - (viii) The Trustees of the Roman Catholic Church for the Diocese of Wilcannia-Forbes (**CEWF**); and
 - (ix) The Trustees of the Roman Catholic Church for the Diocese of Wollongong trading as the Trustees of the Wollongong Diocese Catholic School System ABN 67786923621 (**CEDoW**).
- (b) Teachers, Trade Trainers and General Employees (as defined in **clause 4, Definitions**) employed by an Employer who work in any registered school operated by an Employer, trades skills centre operated by an Employer, or a boarding house operated by CEDWW (provided that in relation to Trade Trainers 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) employees in early learning centres, pre-schools, or before and after school care and vacation care centres;
- (e) boarding house employees (unless appointed as a Teacher), other than Boarding House Services Employees in the Diocese of Wagga Wagga;
- (f) volunteers or contractors;
- (g) consultants, education officers or advisors (however named) based in and reporting through a CEO or CSO including those that may work in schools as part of their normal duties;
- (h) employees 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;
- (i) psychologists or counsellors (unless appointed as a Teacher);
- (j) ICT employees employed in schools by CECG whose principal role is the provision of ICT services, including Network Administrators; and
- (k) ICT employees engaged to perform work that has general application across the system of schools operated by the CEO or CSO as a whole or who undertake special projects initiated by the CEO or CSO.

3. Term and operation

3.1 Term

- (a) Subject to **subclause 3.1(b)**, this Agreement commences seven days after the date of approval by the FWC (**Commencement Date**) and remains in force until 9 October 2027.
- (b) Any reference in this Agreement to a Trade Trainer and any entitlement or benefit arising as a result will not apply until and from 27 January 2026.
- (c) Subject to **subclause 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 Trainers.

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 from the Commencement Date where specified in the relevant table in **Schedule A – Teachers’ salaries & 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 Additional conditions of employment specific to a particular employer

- (a) Additional conditions of employment are applicable to Employees (as indicated in the Annexure titles below) employed by:

Employer	Annexure
ACS	Annexure A - Other conditions of employment applicable to Teachers employed Trustees of the Roman Catholic Church for the Diocese of Armidale trading as Armidale Catholic Schools
CEDB	Annexure B - Other Conditions of Employment Applicable to Teachers employed by Catholic Education Diocese of Bathurst Limited
CECG	Annexure C - Other Conditions of Employment Applicable to Employees employed by Catholic Archdiocese of Canberra and Goulburn Education Limited
DLCSL	Annexure D - Other Conditions of Employment Applicable to Teachers employed in Diocese of Lismore Catholic Schools Limited
MNCSO	Annexure E - Other Conditions of Employment Applicable to Teachers employed by the Trustees of the Roman

	Catholic Church for the Diocese of Maitland-Newcastle; trading as the Diocese of Maitland-Newcastle Catholic Schools Office
SCS	Annexure F - Other Conditions of Employment Applicable to Teachers employed in Sydney Catholic Schools Limited atf the Sydney Catholic Schools Trust
CEDWW	Annexure G - Other Conditions of Employment Applicable to Teachers employed by the Trustees of the Roman Catholic Church for the Diocese of Wagga Wagga Annexure H - Other Conditions of Employment Applicable to Boarding House Services Staff employed by the Trustees of the Roman Catholic Church for the Diocese of Wagga Wagga
CEWF	Annexure I - Other Conditions of Employment Applicable to Employees employed by the Trustees of the Roman Catholic Church for the Diocese of Wilcannia-Forbes
CEDoW	Annexure J - Other Conditions of Employment Applicable to Teachers and General Employees employed by the Trustees of the Roman Catholic Church for the Diocese of Wollongong trading as the Trustees of the Wollongong Diocese Catholic School System

3.4 Relationship of Work Practices Agreements and this Agreement

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

3.5 Employer policies

Where workplace documents, policies and procedures are referred to in this Agreement, they do not form part of this Agreement.

3.6 Savings

No Employee employed before 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 to 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 22.2**;
 - (iii) for a full-time 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 Boarding House Services Staff employed by CEDWW, receive total weekly remuneration that is less than what they received immediately before the Commencement Date.
- (e) For Trade Trainers, receive pay or conditions less than what they received immediately before 27 January 2026.

4. Definitions

4.1 In this Agreement:

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

‘this Agreement’ means the NSW and ACT Catholic Systemic Schools Enterprise Agreement 2025.

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

‘Australian Skills Quality Authority’ (ASQA) means the National Regulator for Australia’s vocational education and training sector.

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

‘Catholic Education Office’ (CEO) or ‘Catholic Schools Office’ (CSO) means the central office(s) (and where applicable regional office(s)) (however named) within each Employer where the provision of NSW and/or ACT Catholic Systemic schooling is directed, managed and/or controlled.

‘Catholic Schools Broken Bay’ (CSBB) means the employer of Teachers, Trade Trainers and General Employees who work in schools in which the registered proprietor is the Trustees of the Roman Catholic Church for the Diocese of Broken Bay or Catholic Schools Broken Bay Limited

‘Catholic Schools Parramatta Diocese’ (CSPD) means the employer of Teachers, Trade Trainers and General Employees who work in schools in which the registered proprietor is Catholic Schools Parramatta Diocese Limited

‘Coordinator’ means a Teacher appointed as such in a school. Coordinator will include a Coordinator 1, 2 or 3 in NSW schools (except those NSW schools operated by CECG which will include a Coordinator 1 and 2) and include a Teacher appointed as Coordinator 1.0 or 0.5 in ACT schools.

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

‘Employer’ means an Employer covered by this Agreement as provided in **subclause 2.1(a)**.

‘FTE’ (Full-Time Equivalent) means the proportion that the number of teaching hours per week worked by a Teacher or Trade Trainer bears to the number of teaching hours that a full-time Teacher or Trade Trainer at the school is required to teach. A Teacher’s or Trade Trainer’s FTE is the basis upon which pro rata pay and conditions for part-time Teachers or Trade Trainers 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.
- (iv) **Boarding House Services** — being an Employee whose principal duties are to support the operation of a boarding house in relation to the supervision of students, operated by the Trustees of the Roman Catholic Church for the Diocese of Wagga Wagga.

‘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.

‘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 Campus Head, employed by CECG (in the ACT only) or MNCSSO only, 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 *Education Act 1990 (NSW)* or *Education Act 2004 (ACT)*, or under the appropriate legislation in other states or territories of the Commonwealth of Australia, including an Australian registered special school or school for students with disabilities.

‘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 the 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 an Employer.

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

‘TQI’ means the ACT Teacher Quality Institute. The TQI is the body which oversees accreditation and recognition of teachers’ professional capacity against the Australian Professional Standards for Teachers for teachers working in the ACT.

‘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 in schools.

‘Trade Trainer’ means a person employed (under a NESA exemption or TQI permit to teach) to teach vocational education and training at a school or trade skills centre. A Trade Trainer would usually hold:

- (i) a Certificate IV in Training and Assessment; and
- (ii) a relevant trade qualification accredited by the Australian Skills Quality Authority.

‘Union’ means the Independent Education Union of Australia.

‘Work Practices Agreement’ means the following agreements in place as at the time of this Agreement, or as amended or replaced by agreement between the Union and the Employer:

Employer	Work Practice Agreement
ACS	Armidale Work Practices Agreement
CEDB	Agreement between Catholic Education Diocese of Bathurst and the NSW/ACT Independent Education Union August 2020
DLCSL	Diocese of Lismore Work Practice Agreement
MNCSO	Catholic Schools Office, Diocese of Maitland-Newcastle Primary Work Practices Agreement 2023

	Catholic Schools Office, Diocese of Maitland-Newcastle Secondary Work Practices Agreement 2023
SCS	Framework for Workplace Practices in Primary Schools conducted by Sydney Catholic Schools 2024 Framework for Workplace Practices in Secondary Schools conducted by Sydney Catholic Schools 2024
CEDWW	Catholic Education Diocese of Wagga Wagga (CEWW) Work Practices Agreement.

5. Individual flexibility arrangement

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

- (a) the arrangement deals with one or more of the following:
 - (i) 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 regarding one or more of the matters mentioned in **subclause 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 An Employer who wishes to initiate the making of an individual flexibility arrangement must:

- (a) give the Employee a written proposal; and
- (b) if the Employer is aware that 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.

5.4 If the Employer proposes to enter into an individual flexibility arrangement with an Employee, the Employer must meet with the Employee to discuss the proposal prior to entering the individual flexibility arrangement if the Employee requests such a meeting

5.5 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) do not include unlawful terms under section 194 of the Act; and
- (c) result in the Employee being better off overall than if no arrangement was made.

5.6 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.

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

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

6. No extra claims

6.1 Except as provided in **clause 6.2** and subject to the Act, prior to 8 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 for Teachers employed in the ACT, in accordance with paragraph 19.1(d)
- (b) rates of pay and allowances for General Employees for the period after 30 June 2027
- (c) an annual, taxable, one-off cost-of-living adjustment payment plus superannuation, for Employees, 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) only where such a cost-of-living adjustment 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 Employers 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 Employers specify and may continue to specify other expectations and requirements in respect of the above in contracts of employment, policies or guidelines.

9. Selection and appointment procedures

9.1 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 or Trade Trainer, the normal teaching 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 Trade Trainers) the letter of appointment provided by the Employer to a General Employee will also state:

- (a) the number of hours to be worked each week (or in the case of a General Employee whose hours are rostered over a fortnight, the number of hours per fortnight);
- (b) the number of weeks or days to be worked in the year, that is, whether the engagement is for 48 weeks per year, or 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 22.2** of this Agreement; and
 - (ii) that the General Employee may be occasionally required to work during pupil vacation periods in accordance with **Clause 31- 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 dispute about an Employee’s right to request flexible work arrangements may be dealt with in accordance with **Clause 45 – Dispute resolution procedures**.

PART 3 - TERMS OF ENGAGEMENT

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

- 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 fulfill the professional learning and development requirements necessary to maintain their NESA and TQI 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 or registration at the level of Proficient Teacher within the required timeframes. The Employer will support the Graduate Teacher to obtain accreditation or registration at the Proficient Teacher standard, which will include participation in an orientation and/or induction program, mentoring, and appropriate classroom release for both the Graduate Teacher and their mentor(s) and other measures that the Employer may deem as appropriate. Additional provisions may be contained in the Employer Annexures to this Agreement or Work Practices Agreements.
 - (b) A Graduate Teacher is required to engage in ongoing discussions with their mentor(s) regarding their progress in meeting the Proficient Teacher standard. In the event that either a Graduate Teacher or their mentor(s) have concerns in regard to the support being provided by the Employer, they should discuss the matter with the relevant supervisor or Coordinator. If concerns remain, the matter should be referred to the school Principal. In the event that the matter remains unresolved, the matter may be dealt with in accordance with **Clause 45 - Dispute Resolution Procedures**.

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

11.5 Arrangements for part-time Teachers

- (a) 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 Trainers

- (a) A Trade Trainer will be employed as a full-time or part-time Trade Trainer (including as a temporary full-time or part-time Trade Trainer) or as a casual Trade Trainer.
- (b) A part-time Trade Trainer is a Trade Trainer 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 Trade Trainer at the school is required to teach.
- (c) Part-time Trade Trainers 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.
- (d) No part-time Trade Trainer 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 Trade Trainer will be allocated other duties on a pro rata basis.
- (e) A part-time Trade Trainer including a temporary part-time Trade Trainer, will be

paid at the same rate as a full-time Trade Trainer with the corresponding classification, in accordance with the FTE load of the Trade Trainer.

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 Trade Trainer or a casual General Employee.

13.2 A Teacher or Trade Trainer 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 temporary positions 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 a teacher 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** 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
 - (iv) For Teachers employed by CECG only, Conditionally Accredited Teacher Level 1 and Conditionally Accredited Teacher Level 2.
- (b) On this scale, a Teacher is classified according to their level of accreditation or registration 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 or registration 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 (this does not apply to Teachers employed by the CECG).
- (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 or registered by the relevant teacher accreditation authority 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 (or the former Proficient Teacher Band 2 Level 5 salary step); and
 - (ii) has been accredited or certified as a Highly Accomplished or Lead Teacher by the relevant teacher accreditation authority and is maintaining that accreditation or certification.
- (d) **‘Conditionally Accredited Teacher - Level 1’** means a Teacher employed by CECG who has commenced but not yet completed all the course requirements of an approved initial teacher education program, but not including a Teacher classified as a Conditionally Accredited Teacher – Level 2.
- (e) **‘Conditionally Accredited Teacher - Level 2’** means a Teacher employed by CECG who has completed all course requirements of a degree that is not an approved initial teacher education program and has commenced but not completed all course requirements of an initial teacher education program. Provided however that a Conditionally Accredited Teacher – Level 2 will be deemed to include a Teacher who is not otherwise classified who is employed pursuant to an exemption or otherwise.
- (f) **‘Initial teacher education program’** means a course or qualification accredited as such by AITSL.
- (g) **‘Proficient Pending’** Teacher means a Teacher who has a minimum period of full-time equivalent teaching service as set out in **subclause 15.8**, and has Provisional Teacher accreditation but does not have NESA or TQI Proficient Teacher accreditation (as relevant) for one of the following reasons:
- (i) the Teacher previously had Proficient Teacher status but no longer has that status with NESA or TQI or was a pre-2004 Teacher in NSW or pre-2011 Teacher in the ACT (and was therefore not required to have Proficient status) but was not recognised or deemed as Proficient;
 - (ii) the Teacher was previously employed in another state or territory in Australia, has obtained Proficient Teacher status in that jurisdiction and is seeking mutual recognition of that status with NESA or TQI (as the case may be); or
 - (iii) the Teacher has overseas teaching service in accordance with **subclause 15.8**.

15.3 Classification

(a) Graduate Steps 1 and 2

A Graduate Teacher and a Teacher who is accredited or registered 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)**.

(b) 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(b)(i)** will be determined in accordance with **subclauses 15.5** and **15.6**

(c) Highly Accomplished/Lead Teachers

- (i) A Teacher will be classified as 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 or certification as a Highly Accomplished/Lead Teacher is voluntary and the cost of applying for accreditation or certification must be met by the Teacher.
- (iii) The Employers recognise 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) Employers will not impose a quota on the number of Teachers who may be classified as 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 or certification 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 or registered as a Proficient Teacher by the relevant teacher accreditation or registration authority; 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**.

(c) Progression for a Conditionally Accredited Teacher employed by CECG

- (i) On completion of all course requirements of an approved initial teacher education program, the Conditionally Accredited Teacher may apply to the Employer to progress to the classification of Graduate Teacher. The Employer will accept the following evidence of completion of all course requirements:
 - (A) an official transcript stating that the Teacher has satisfactorily completed all the requirements of the initial teacher education program and the date on which this occurred; or
 - (B) a certified copy of the testamur for the initial teacher education program.
- (ii) Where the application and evidence for progression is received by the Employer no later than ten weeks after the date of completion of the course

requirements, the Teacher will be eligible to progress to the Graduate Teacher classification from the first full pay period on or after the date of completion of the course requirements. Where the application and evidence is received by the Employer after ten weeks, the Teacher will progress from the commencement of the first full pay period after the Employer receives the application and evidence of completion.

- (iii) The Employer will advise a Conditionally Accredited Teacher in writing on appointment of the entitlement to progress to the Graduate Teacher classification and the evidence required in accordance with this subclause.

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, **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 NES or TQI

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 (or registration in the ACT) with the relevant teacher accreditation authority, notwithstanding that the period of child rearing was before such date; and
- (vi) a Teacher may not have a given period of child-rearing counted more than once for the purpose of recognition of service with any Employer(s).

(c) Parental leave

For full-time and part-time Teachers, up to 12 months of a period of parental leave taken in accordance with **Clause 39 – 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 period of paid parental leave taken pursuant to **subclauses 39.2 or 39.3**;
- (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, or full registration in the ACT, with the relevant teacher accreditation authority, 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 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)* and *Education and Care Services National Law (ACT)* but does not include an out of school hours care service or family day care service.

15.7 Process for applying for credit for service

- (a) Employers will advise applicants for teaching positions, in writing, of recognition of all types of previous service in this Agreement in Australia or overseas and of the evidence required to substantiate 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 an Employer considers that the documentation provided by a Teacher who is appointed by the Employer, does not meet the requirements of this **subclause 15.7** 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(g)** will be classified as Proficient Pending 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 is 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 their 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 registration or apply for mutual recognition (in the case of an interstate Teacher) with the teacher accreditation authority.
- (c) On attaining Proficient Teacher accreditation or registration the Teacher will be classified as Proficient. If the Teacher does not attain Proficient Teacher accreditation or registration within the time frame specified in **paragraph 15.8(b)**

above, the Teacher will be paid at Graduate Teacher Step 2 until the Teacher achieves Proficient Teacher accreditation, following which 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 NESAs 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 NESAs, 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 an Employer under this Agreement other than in cases of exceptional and compelling circumstances, including carer's responsibilities which will be assessed on a case-by-case basis.

PART 5 - CLASSIFICATION OF GENERAL EMPLOYEES AND TRADE TRAINERS

16. Classification structure for General Employees

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

16.2 For the purposes of this clause a 'Regional Diocese' means ACS, CEDB, CECG, LCSO, MNCSO, CEDWW, CEWF, and CEDoW.

16.3 School Operational Services Stream

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

(a) School Operational Services - Level 1

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

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

(ii) Indicative duties

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

- (A) 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 (25 passengers or less).
- (b) School Operational Services - Level 2
- (i) A **School Operational Services - Level 2** position is one where the General Employee ordinarily performs work above and beyond the skills of a Level 1 position, and:
 - (A) applies knowledge and skills to a range of tasks and roles;
 - (B) usually works within routines, methods and procedures, but some discretion is involved in selection of equipment, work organisation, services and actions;
 - (C) is provided with routine supervision of straightforward tasks, moving to general direction. Cleaners at this level are responsible for the supervision of other School Operational Services Employees; and
 - (D) does not have a trade qualification (certificate III), but has a skill level which assumes and requires knowledge, training or experience relevant to the duties to be performed.
 - (ii) Indicative duties

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

 - (A) 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
 - (B) 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
 - (C) 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) A Level 3 General Employee within this occupational stream may perform the following indicative duties:

- (1) general maintenance work which includes the use of trade accredited skills in areas such as carpentry, plumbing or electrical services;
- (2) 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;
- (3) responsibility for operating, maintaining and adjusting turf machinery, as appropriate;
- (4) cleaning and inspecting machinery after each use, reporting any problems to the appropriate manager;
- (5) 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;
- (6) responsibility for the security and basic maintenance of school property;
- (7) responsibility for planning, scheduling and supervising of all aspects of gardening maintenance;
- (8) responsibility for the purchasing, distribution and accounting of relevant tools and materials; and
- (9) 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:

- (A) responsibility for managing a retail facility, for example a uniform

- shop or canteen;
- (B) rostering and supervising other staff and volunteers;
- (C) managing a budget and overseeing banking functions and the payment of accounts;
- (D) responsibility for ordering and purchasing goods for resale; and
- (E) 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:

 - (A) overseeing/ managing an operational function of the school such as building/grounds maintenance, school security;
 - (B) responsibility for planning, scheduling and supervising of all aspects of building and/or gardening maintenance;
 - (C) actively contributing to, and supporting, planning processes with regard to assets and maintenance of school premise;

- (D) identifying all building and furniture maintenance and repairs, as well as minor renovations;
- (E) unlocking school facilities at start of day and securing them at night;
- (F) assessing and undertaking urgent maintenance out of hours and/or arrange for such maintenance to be carried out;
- (G) assisting the Principal or other staff with out of hours functions;
- (H) understanding and working within budget guidelines;
- (I) Assisting in the selection and training of new staff and may prepare rosters;
- (J) co-ordinating and supervising subcontractors and periodical contracts;
- (K) prioritising maintenance tasks and managing work within budget;
- (L) understanding architectural drawings;
- (M) ensuring that all health and safety issues are managed to a high standard;
- (N) understanding and assisting in emergency evacuation procedures;
- (O) managing a school carpentry workshop in a safe manner; and
- (P) 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 grounds person, security manager.

16.4 School Administrative Services Stream

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

- (a) School Administrative Services - Level 3
 - (i) A **School Administrative Services - Level 3** position is intended to be a role with a limited scope of duties that does not constitute the work of a School Administrative Services – Level 4 position. A School Administrative Services- Level 3 General Employee:
 - (A) performs a limited range of clerical and administrative tasks and roles;
 - (B) works within routines, methods and procedures;
 - (C) is provided with close supervision, or in the case of a more experienced General Employee routine supervision, of straightforward tasks; and
 - (D) is not required to have formal qualifications or work experience upon engagement.

(ii) Indicative duties

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

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

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

(b) School Administrative Services - Level 4

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

- (A) applies knowledge with depth in some areas and a broad range of skills in a variety of roles and tasks;
- (B) uses discretion and judgement in planning and organising and achieving outcomes in time constraints;
- (C) typically works under the general supervision and direction of a School Administrative Services Level 5 or Level 6 General Employee. This may not apply to General Employees working in primary schools in Regional Dioceses that have an enrolment of less than 100 students where a Level 5 or 6 employee is not employed. Provided also that this will not apply to an ICT support officer; and
- (D) performs duties that typically require a skill level which assumes and requires knowledge and training equivalent to completion of certificate III, or completion of year 12 or completion of certificate II, with relevant work experience.

(ii) Indicative duties

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

- (A) a wide range of professional support, administration, secretarial and clerical duties, including typing, word processing, data entry, maintaining email and computerised records, database information payroll information (including PHRIS manager functions), staff recruitment administration, casual administration including booking and payment of casuals, Google applications, electronic rolls, attendance records, student enrolments, student information and petty cash;
- (B) assisting with basic follow up of WHS issues and implementation of WHS management system, including checking licenses of onsite contractors;
- (C) undertaking reception and general office duties;
- (D) responding to enquiries from students, parents, employees, and the general public;
- (E) assisting with management of the school office;
- (F) providing administrative support to school executive, including arranging appointments, diaries and preparing both confidential and general correspondence;
- (G) word processing of routine correspondence, including internal and external publications, teacher programmes and teaching aids;
- (H) assisting with the preparation of internal and external publications including school websites, newsletters and other media;
- (I) 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;
- (J) assisting with the coordination of school functions and events;
- (K) providing technical and user support including help desk, software upgrades, virus protection, printing systems desktop/notebooks and server maintenance;
- (L) maintaining communication systems and equipment;
- (M) managing and developing school website and intranet;
- (N) assisting with ICT projects as required; and
- (O) assisting with the maintenance of hardware and software components of computer network.

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

(c) School Administrative Services - Level 5

(i) A **School Administrative Services – Level 5** 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) typically works under the general supervision and direction of a School Administrative Services Level 6 General Employee, provided that this may not apply to an ICT support officer;
- (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.

(ii) Indicative duties

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

- (A) preparation of the school budget, preparation of monthly finance accounts/ GST reports, school fee billing and payment and recovery of school fees, and managing cash management accounts;
- (B) providing executive support to senior staff and associated school committees;
- (C) providing advice requiring knowledge of policies and/or the interpretation of rules or regulations within area of operation;
- (D) applying inventory and purchasing control procedures;
- (E) drafting and handling correspondence, which may include confidential correspondence;
- (F) implementing enrolment processes and maintenance of student database;
- (G) coordinating school functions and events;
- (H) assisting with the induction of new staff including casual Teachers;

- (I) making recommendations for the development of ICT infrastructure considering the needs of new applications and equipment redundancy; and
 - (J) providing technical direction for software upgrades, licensing, back up recovery, virus protection, printing systems, server maintenance procedures and network security.
 - (K) supervising and maintaining hardware and software components of a school computer network.
- (iii) Examples of positions which typically fall under this level include: senior administration officer and ICT officer.
- (d) School Administrative Services - Level 6
 - (i) Schools must employ at least one School Administrative Services Level 6 position as follows:
 - (A) A Level 6A position may only be employed in Primary Schools with enrolments of fewer than 400 students in a Regional Diocese.
 - (B) Primary schools in Regional Dioceses with enrolments of fewer than 400 students must employ at least one Level 6A position.

Provided that this requirement does not apply to schools in a Regional Diocese with enrolments of fewer than 100 students, except in the case of the Diocese of Wollongong and the Diocese of Maitland-Newcastle.

 - (C) All other schools must employ at least one 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 any requirement to appoint at least one School Administrative Level 6 position under **subparagraph 16.4(d)(i)**.
- (iii) Appointments to Level 6 are based upon school type and enrolments and job type as set out at **subparagraphs 16.4(d)(i)** and **(ii)**, and General Employees have no right of automatic progression between Levels 6A and 6B.
- (iv) 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.

(v) Indicative duties

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

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

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

16.5 Classroom and Learning Support Services Stream

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

- (a) Classroom and Learning Support Services – Level 3
- (i) A **Classroom and Learning Support Services - Level 3** position is intended to be a role with a limited scope of duties which does not constitute the work of a Classroom and Learning Support Services Level 4 position. A Classroom and Learning Support Services - Level 3 employee:
- (A) performs a limited range of tasks and roles;
 - (B) works within routines, methods and procedures;
 - (C) is provided with routine supervision of straightforward tasks; and
 - (D) is not required to have formal qualifications or work experience upon engagement.
- (ii) Indicative duties
- A Level 3 General Employee within this occupational stream may perform the following indicative duties:
- (A) basic care of flora and fauna;
 - (B) shopping;
 - (C) toileting, other than assisted toileting of high needs students;
 - (D) non-education related excursion preparation;
 - (E) setting up of rooms for exams or displays;
 - (F) basic assistance to other classroom support services employees in food preparation for food technology classes;

- (G) checking books in and out; and
 - (H) 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:

 - (A) toileting, washing and dressing disabled or other students;
 - (B) travelling with students with a disability;
 - (C) assisting therapists in their work with students;
 - (D) carrying out individual programs of a self help nature that develop independent living skills in students;
 - (E) supervising students in non-teaching periods (including on excursions);
 - (F) supervising groups of students other than in a classroom situation, including taking responsibility for the library if no teacher librarian is present;
 - (G) undertaking playground supervision,
 - (H) 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;

- (I) under direction, taking students for their individualised teaching plans in specific areas, and reporting to Teachers on, and charting, student progress;
 - (J) taking part in case management meetings with Teachers;
 - (K) 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;
 - (L) researching reference material under the direction of a Teacher;
 - (M) assisting with the selection and preparation of teaching resources that meet student needs and interests;
 - (N) preparation of displays, charts, diagrams and models;
 - (O) receiving, issuing, distributing, stock-taking and safeguarding of teaching resources, goods, supplies, stores, materials and equipment, other than dangerous goods;
 - (P) monitoring expenditure on resources;
 - (Q) providing technical assistance in the operation of a library, laboratory or technology centre;
 - (R) preparing descriptive cataloguing for library materials, supervising library circulation systems, answering reference and information enquiries, and providing guidance in the use of information systems;
 - (S) assembling and dismantling of, and carrying out minor maintenance on, equipment or teaching aids for demonstration or practical work;
 - (T) preparation of practical work for use in the classroom, including general and complex laboratory experiments;
 - (U) preparing simple chemical solutions and, under instruction, more complicated solutions;
 - (V) developing and using appropriate storage systems, including for dangerous and toxic substances consistent with material safety data sheets;
 - (W) specialised care of flora and fauna;
 - (X) assisting in the training of other Classroom and Learning Support Services Level 3 and 4 General Employees;
 - (Y) interpreting for non-English-speaking students and Teachers, and interpreting within the school community (bi-lingual aides only); and
 - (Z) 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:

- (A) supervision and management of General Employees at a lower level including overseeing their recruitment, work allocation, professional development, performance appraisal and training;
- (B) planning teaching programs in conjunction with Teachers;
- (C) preparing reports for parents in conjunction with Teachers;
- (D) providing in-service to Teachers in specific technical or other areas;
- (E) planning and preparing, in conjunction with Teachers, student assessment and reporting and the preparation of student portfolios, including discussing student progress with Teachers;

- (F) researching reference material for Teachers, and to support programmes for quality teaching and learning;
 - (G) maintaining budgetary information for one or more areas, such as kitchens, laboratories, libraries or workrooms;
 - (H) repairing equipment requiring technical knowledge and expertise;
 - (I) purchasing of resources in conjunction with a Teacher or other qualified member of staff;
 - (J) playground supervision;
 - (K) supervise travel training for a student with a mild intellectual disability; and
 - (L) 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:
- (A) support Aboriginal cultural awareness for all students with particular reference to Aboriginal students
 - (B) playground supervision
 - (C) help maintain effective relationships between Aboriginal students, Aboriginal parents, the Aboriginal community and school staff; and
 - (D) 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.

16.6 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 Employer named in this Agreement, or with CSBB or CSPD, 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 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.
- (c) For the purpose of **paragraph 16.6(b)**, 12 months of service is defined as 12 months service, excluding unpaid leave, provided that where a full-time or part-time General Employee works four school terms in a given year such employee will be regarded as having worked 12 months.

16.7 Reclassification

- (a) A General Employee may apply for reclassification to a higher level.
- (b) An application must be in writing and identify the grounds for reclassification by reference to the skills required and duties required to be performed by the Employer, having regard to the classification structure set out in **subclauses 16.3 to 16.5**.
- (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 and salaries for Trade Trainers

17.1 The classification of Trade Trainer will commence from the first full pay period on or after the 27 January 2026.

17.2 A Trade Trainer will be classified in accordance with **subclause 17.3** and;

- (a) Any new Trade Trainers who commence employment on or from 27 January 2026 will be paid the salary as set out in **Table C1 of Schedule C – Trade Trainers - Salaries and Allowances**.
- (b) Trade Trainers employed before 27 January 2026 will be paid the salary as set out in **Table C1** from the first full pay period on or after 27 January 2026.

17.3 Classification and Progression of a Trade Trainer

- (a) A Trade Trainer will commence on Step 1 – Trade Trainer and progress to the next salary step (up to Step 5 – Trade Trainer) on completion of each year of FTE service as set out in this clause.
- (b) For the purpose of calculating credit for service for appointment to, and progression, on Step 1 – Trade Trainer to Step 5 – Trade Trainer, service in registered schools (before or after the Commencement Date) will be recognised as follows:
 - (i) any employment as a full-time Trade Trainer will be counted as service;
 - (ii) the amount of service of a part-time Trade Trainer will be calculated in proportion to the full-time teaching load of a trade trainer at the school;
 - (iii) service as a casual Trade Trainer will be credited on the basis that 203 days of casual service is equal to a year of full-time service.

17.4 Other Service

When determining the commencement step for a Trade Trainer:

- (a) The Employer will recognise comparable and relevant service performed as a Trade Trainer with another Employer named in this Agreement, CSBB, CSPD or TAFE NSW or Canberra Institute of Technology; and/or
- (b) The Employer will recognise a Trade Trainer's experience working within the Trade subject to the provision of evidence satisfactory to the Employer. Such evidence may include a statutory declaration.

17.5 Casual Trade Trainers

- (a) The amount payable to a casual Trade Trainer is set out in **Table C2 of Schedule C – Trade Trainers – Salaries and Allowances**.
- (b) The rates for a casual Trade Trainer have been calculated by taking the appropriate annual rate in **subclause 17.3**, 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) A Casual Trade Trainer shall progress in accordance with **subclause 17.3** based on the corresponding classification step as set out below is set out in the following table:

Classification (subclause 17.3)	Corresponding Casual Classification
Trade Trainer - Step 1	Casual Trade Trainer 1

Classification (subclause 17.3)	Corresponding Casual Classification
Trade Trainer - Step 3	Casual Trade Trainer 2
Trade Trainer - Step 5	Casual Trade Trainer 3

17.6 Trade Trainer becoming a Proficient Teacher

If a Trade Trainer becomes accredited or registered as a Proficient Teacher by the relevant teacher accreditation or registration authority and has completed a minimum of the equivalent of two years' full-time service as a Trade Trainer, they may apply to their Employer to be reclassified as a Proficient Teacher in accordance with **Clauses 14.6** and **14.7**. In such cases, a year of service as a Trade Trainer with the Employers under this Agreement, or with CSBB or CSPD will be counted as a year of teaching service for the purposes of this clause, however, a Trade Trainer will not be reclassified to a higher classification than Step 5 (Proficient). A Trade Trainer'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.

PART 6 - PAY AND ALLOWANCES

18. Payment of salary

18.1 Fortnightly payments

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

18.2 Overpayments/ underpayments

Where an Employer becomes aware that payments have been made over or under the entitlements provided for in this Agreement, the Employer will investigate to establish the overpayment or underpayment and notify the Employee in writing of the basis of the overpayment or underpayment. If the parties are unable to reach agreement on the amount due or to be recovered or agreed repayment arrangements, either party may have recourse as provided in **Clause 45 - Dispute Resolution Procedures**.

18.3 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 Employees salary prescribed in this Agreement.
- (b) Employers are 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.

19. Salaries for Teachers

19.1. Salary payable

- (a) The minimum annual salaries payable to Teachers will be as set out in the following tables of **Schedule A – Teachers’ Salaries and Allowances:**

Table A1 - NSW Teachers - Salaries

Table A2 - ACT Teachers - Salaries

- (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.
- (d) Notwithstanding **Clause 6 – No extra claims** of this Agreement, CECG and the Union acknowledge that this Agreement does not contain increases for teachers in the ACT in 2027. Therefore, CECG and the Union agree that, when salary outcomes in the ACT Public Sector Education Directorate are known, the parties will meet to discuss pay increases for teachers in the ACT.

19.2 Payment of part-time Teachers

- (a) A part-time Teacher, including a temporary part-time Teacher, will be paid at the same rate as a full-time teacher with the corresponding classification, in accordance with the FTE load of the Teacher.
- (b) In the ACT, where a part-time Teacher agrees to a request to teach occasional periods beyond usual classes and in excess of normal duties, the Teacher will be paid for each period taught at the applicable part-time rate for their classification.

19.3 Casual Teachers

- (a) The amount payable to a casual Teacher is set out in the following tables in

Schedule A - Teachers’ Salaries and Allowances:

Table A3 – NSW Teachers – Casual Rates

Table A4 – ACT Teachers – Casual Rates

- (b) The rates for a casual Teacher in NSW have been calculated by taking the appropriate annual rate in **paragraph** Error! Reference source not found. **(a)** and **Table A1** , and 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) A Casual Teacher shall progress in accordance with **Clause 15 - Classification of Teachers** based on the corresponding classification step as set out below.

NSW (not including CECG)	
Classification (clause 15)	Corresponding Casual Classification
Graduate Teacher - Step 1	Casual Teacher 1
Proficient Teacher - Step 3	Casual Teacher 2
Proficient Teacher - Step 5	Casual Teacher 3
CECG	
Classification Step (Clause 15)	Corresponding Casual Classification
Conditionally Accredited Teacher Level 1	Conditionally Accredited Teacher Level 1
Conditionally Accredited Teacher Level 2	Conditionally Accredited Teacher Level 2
Step 1	Casual Teacher 1
Step 3	Casual Teacher 2
Step 5	Casual Teacher 3

- (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).

20. Promotion positions for Teachers

20.1 This clause provides for minimum conditions in respect of promotion positions for Teachers. This clause should be read in conjunction with the Employer specific Annexures to this Agreement

20.2 Specific conditions for Teachers who are employed by CECG are referred to in Annexure C of this Agreement and **subclauses 20.3 and 20.7** do not apply to CECG Teachers.

20.3 Definitions

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

- (a) 'Coordinator 1' means a Teacher 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 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.

20.4 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 relevant Table of **Schedule A - Teachers' Salaries and Allowances**, as follows:

Table A5 – Allowances for NSW Promotion Positions

Table A6 – Assistant Principals Salaries (SCS)

Table A7 – Allowances for ACT Promotion Positions

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

Note: For Religious Education Coordinator and Youth Ministry Coordinator Rates in SCS refer to **Annexure F**. The fortnightly rates in this Annexure have been calculated in the same way as in this Agreement.

- (b) Where an allowance is payable, the allowance will be in addition to the salary payable to the Teacher.
- (c) 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 **subclause 20.4(c)** limits or affects the operation of clauses **20.7** and **20.8**, including the requirement to appoint the minimum number of promotion positions as set out in the relevant Annexures to this Agreement.

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 **clause 19.2(a)**.

20.5 Acting appointments

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

20.6 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.

20.7 Minimum number of promotion 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 consists of a Primary Department or the Primary Department of the school is at a different location from the Secondary Department.
- (b) The minimum number of promotion positions required to be appointed will be as set out in **subclause 20.8** below, subject to this **subclause 20.7**.
 - (c) Where there is a programme of work in an area of instruction (including curriculum sporting instruction) in a Secondary Department with aggregated hours of more than 54 per week averaged over the school year, a Coordinator 2 will be appointed to coordinate such area of instruction unless otherwise provided in the relevant Employer Annexure to this Agreement.
 - (d) In determining an area of instruction, an Employer may aggregate two or more subjects to comprise an area of instruction, provided that the total hours aggregated do not exceed 108 hours per week averaged over the school year.
 - (e) 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.
 - (f) In calculating the average number of hours 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.

20.8 Promotion positions – Employer Annexures

The minimum number of promotion positions required to be appointed are provided for in the relevant Annexures referred to in **paragraph 3.3(a)**.

21 Allowances and expense related entitlements for Teachers and Trade Trainers

21.1 Travel expenses for Teachers and Trade Trainers

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

21.2 Travel allowance for Teachers and Trade Trainers

- (a) A Teacher or Trade Trainer 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**

D1 – Travel Allowance of Schedule D – Travel Allowance.

- (b) The allowance will be calculated on a daily basis.
- (c) Where a Teacher or Trade Trainer is required to travel from their home to a location other than their usual place of employment, the Teacher or Trade trainer 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 or Trade Trainer 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 Teacher's or Trade Trainer's journey to and from the usual place of employment (e.g. public transport fares), but only to the extent that such usual costs have not also been incurred in respect of that day.

21.3 Payment for supervision of Student Teachers

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

21.4 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 A8**.

21.5 Special geographic allowance

- (a) This paragraph applies to the Diocese of Armidale only. A special geographic allowance as set out in **Table A8** will be paid to a full-time Teacher employed at the schools in Mungindi and Walgett. This allowance is paid on a pro rata basis to part-time Teachers employed in those schools. The rate of this allowance will be reviewed every two years.
- (b) This paragraph applies to the Diocese of Wilcannia-Forbes only. A special geographic allowance as set out in **Table A8** will be paid to a full-time permanent Teacher employed at St Therese's Community School, Wilcannia; St Ignatius School, Bourke; St John's School, Cobar and St Patrick's School, Brewarrina. This allowance is paid on a pro rata basis to part-time Teachers employed in those schools.
- (c) This paragraph applies to the CECG only. A special geographic allowance as set out in Table A8 - Allowances for Teachers of Schedule A - Teachers' Salaries & Allowances will be paid to a Teacher, excluding a Casual Teacher, employed at

St Francis Xavier Primary School, Lake Cargelligo. The full allowance is payable regardless of whether the Teacher is full-time, part-time or temporary Teacher, but is not payable to a Casual Teacher.

22. Rates of pay for General Employees

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

- (a) General Employees who are required to work 48 weeks per year will be paid the applicable annual rate for their classification as set out in **Table B1- General Employees (48 weeks per year) - Unaveraged Annual Rate of Pay of Schedule B - General Employees' Rates of Pay and Allowances.**
- (b) 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.
- (d) Casual rates are calculated by adding a loading of 25% to the hourly rate and rounding to two decimal places are set out in **Table B2 - General Employees - Casual Rates of Schedule B - General Employees' Rates of Pay and Allowances.** This casual rate includes compensation for annual leave under the Act.

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

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

$$0.9 \times W$$

Where:

W = the weekly rate of pay for full-time General Employees required to work 48 weeks per year as calculated under **paragraph 22.1(b).**

- (c) The minimum hourly rates for General Employees on an averaged rate of pay are calculated by:
 - (i) by multiplying the corresponding annual salary for a full-time General Employee by 0.9
 - (ii) dividing the figure at **paragraph 22.2(c)(i)** by 52.14, and rounding to two

decimal places

- (iii) dividing the figure at **paragraph 22.2(c)(ii)** by 38, and rounding to two decimal places.

and are set out in **Table B3 - General Employees (School Terms only) - Averaged Part-time Hourly Rate of Pay of Schedule B - General Employees' Rates of Pay and Allowances**.

- (d) Notwithstanding **paragraph 22.2(b)** above, if a General Employee works more than school terms, but less than 48 weeks per year, the following provisions will apply:

- (i) the minimum weekly rate of pay for a full-time General Employee will be determined using the following formula:

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

Where:

W = the weekly rate of pay for full-time General Employees required to work 48 weeks per year as calculated in accordance with **paragraph 22.1(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 31 - 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 20.1.

- (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.

- (e) 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:

- (i) casual rates of pay, in which case the rates in **Table B2** will be used, and
- (ii) overtime rates of pay, in which case an hourly rate will be calculated in accordance with **paragraph 22.4(a)**.

22.3 Subclause 22.2 does not apply to Boarding House Services Employees. Rates of pay for Boarding House Service Employees are set out at **Tables A and B** of **Annexure H – Other Conditions of Employment Applicable to Boarding House Services Employees in the Diocese of Wagga Wagga**.

22.4 Payment for part time and casual General Employees

- (a) Part-time General Employees receiving an unaveraged rate of pay will be paid, for each hour worked during ordinary time, an applicable hourly rate calculated by:
 - (i) dividing the corresponding annual salary at **Table B1** by 52.14, and rounding to two decimal places, and
 - (ii) dividing that figure by 38 and rounding to two decimal places.
- (b) Part-time General Employees who work school terms only and receive an averaged rate of pay will be paid the hourly rate at **Table B3**.
- (c) All other part-time General Employees hourly rates will be determined in accordance with **paragraph 22.2(d)(ii)**.
- (d) Casual General Employees will be paid, for each hour worked, the applicable hourly rate set out in **Table B2**.
- (e) Part-time and casual General Employees must be paid for a minimum of three hours for each start.
- (f) Notwithstanding **paragraph 22.4(e)** 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, including but not limited to 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.
- (g) Notwithstanding **paragraph 22.4(e)**, a minimum two hour start will apply to cleaners, bus drivers and Boarding House Services Employees, including for broken shifts.
- (h) Notwithstanding **paragraphs 22.4(e), (f) and (g)**, the Employer and General

Employee may agree to implement a shorter minimum period of engagement in accordance with **Clause 5 – Individual Flexibility Arrangement**.

22.5 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.

23. Allowances and related expenses for General Employees

23.1 Meal allowance

Where a General Employee is required to work more than two hours of overtime after the completion of five hours work, the Employer will provide the General Employee with a suitable meal or a meal allowance as set out in **Table B4 - Allowances for General Employees of Schedule B - General Employees' Rates of Pay and Allowances**.

23.2 First aid allowance

- (a) A General Employee will be paid a first aid allowance as set out in **Table B4** when they:
 - (i) are required by their Employer to perform first aid duty;
 - (ii) have been trained to render first aid; and
 - (iii) hold current and appropriate first aid qualifications, such as a certificate from the St John Ambulance or similar body.

Full-time employees will be paid the weekly First Aid allowance, and part-time employees the daily rate for each day they work.

- (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, except for any period of leave greater than 4 weeks that has been applied for and taken by an Employee.

23.3 Health care procedures allowance

- (a) A General Employee who is required by an Employer from time to time to perform, or supervise, health care procedures on students of the school will be paid an allowance in accordance with **Table B4**.
- (b) Full-time employees will be paid the weekly Health Care Procedures Allowance and part-time employees the daily rate for each day they work
- (c) 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.

- (d) 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.
- (e) 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.

23.4 Travel expenses

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

23.5 Travel allowance

- (a) A General Employee required by the Employer to use their own motor vehicle in the performance of duties will be paid an allowance as set out in **Table D1 – Travel allowance** of **Schedule D – Travel allowance**.
- (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 (for example, public transport fares), but only to the extent that such usual costs have not also been incurred in respect of that day.

23.6 Travelling time

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.

23.7 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 B4**.

23.8 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 30.4 - Broken shifts** will be paid a broken shift allowance as set out in **Table B4** for each period of duty, with a maximum of two payments per day.

23.9 Overnight school camps – Classroom & Learning Support Staff only

- (a) Where an 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 B4** for each night the Employee is required to sleepover at the overnight school camp.

24. Apprentices

24.1 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 24.2 and 24.3** using the rates of pay contained in this Agreement; and
- (b) apprentices will be entitled to all other terms and conditions of employment under this Agreement.

24.2 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
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First Year	55
Second Year	65
Third Year	75
Fourth Year	90

- 24.3** An adult apprentice will be paid either the General Employee Level 1.1 rate of pay or the rate prescribed by **subclause 24.2** whichever is the higher. An adult apprentice will progress through the steps within the applicable level in accordance with **subclause 16.6**.

25. Supported wage

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

- (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.

26. National training wage

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

27. Superannuation

27.1 Definitions

For the purposes of this clause:

- (a) “Basic Earnings” means:
 - (i) the minimum annual rate of salary/wage prescribed from time to time for the Employee by **Clause 17 – Classification and Salaries for Trade Trainers**, **Clause 19 - Salaries for Teachers**, and **Clause 22- Rates of Pay for General Employees** and **Tables A and B of Annexure H**;
 - (ii) in the case of Teachers, allowances pursuant **subclauses 21.4 and 21.5 of Clause (d) - Promotion Positions for Teachers**, and an allowance payable in respect of a promotion position pursuant to an Annexure; and
 - (iii) in the case of General Employees, allowances pursuant to **subclauses 23.2, 23.3, and 23.8 and Clause 6 of Annexure H** for Boarding House Services Employees;

- (iv) the amount of any payment made to the Employee pursuant to **Clause 35 Salary Adjustment Formula and Student Vacation Periods**, or **Clause 36 - Annual Adjustment of Salary Formula**, and **Clause 43 Termination of Employment**;
 - (v) the amount of any payment to an Employee for paid parental leave pursuant to **Clause 39 – Parental leave and related entitlements**; and
 - (vi) any other payment that is ‘ordinary time earnings’ (OTE) as defined in subsection 6(1) of the (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.

27.2 Benefits

- (a) Each 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 that Employee. 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.
- (b) Notwithstanding the provisions of **paragraph 27.2(a)**, the Employer will make superannuation contributions in respect of any payment that is basic earnings as defined in **paragraph 27.1(a)**.

27.3 Transfers between funds

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

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

27.4 Exceptions

An 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

28. 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.

29. Hours of work for Trade Trainers

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

30. Hours of work for General Employees

30.1 Ordinary hours of work

- (a) The ordinary hours of work, of a full-time General Employee excluding 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 7.00am and 6.00pm Monday to Friday and between 7.30am and 12:00pm on a Saturday.
- (c) Notwithstanding **paragraph 30.1(b)**, the ordinary hours for a General Employee performing the work of a Cleaner will be worked between 6.00am and 8.00pm Monday to Friday.
- (d) An Employee's span of ordinary hours may be changed in accordance with **Clause 5 - Individual flexibility arrangement** where the Employer and Employee agree. Work performed within the revised span of hours will not attract overtime rates.
- (e) The Employer will fix the General Employee's ordinary hours of work and the ordinary time of meal breaks. Meal breaks will be displayed in a conspicuous place accessible to the Employee or included in their contract of employment. A General Employee's hours of work will not be changed without payment of overtime for work done outside the fixed hours, unless seven days' notice has been given, or a lesser period where there is mutual agreement by the Employer and General Employee.

30.2 Part-time General Employees

- (a) The span of ordinary hours of work will be the same as those worked by full-time General Employees as provided in **subclause 30.1** provided that the ordinary hours of work will not exceed 8 hours per day, exclusive of meal breaks.

- (b) Part-time General Employees who work additional hours will be paid at the casual rate of pay applicable to the General Employee's position, provided that overtime rates will instead be payable in respect of any:
 - (i) hours worked outside the span of ordinary hours;
 - (ii) hours that are worked in excess of eight hours per day; and
 - (iii) hours that are worked in excess of 38 hours per week.

30.3 Casual General Employees

The span of ordinary hours of work for casual General Employees will be the same as those worked by full-time General Employees and set out in **subclause 30.1**.

30.4 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 23.8**.

30.5 Boarding House Services Employees in the Diocese of Wagga Wagga

The provisions of this **Clause 29 Hours of Work for General Employees** do not apply to Boarding House Services Employees in the Diocese of Wagga Wagga. See **Annexure H – Other Conditions of Employment Applicable to Boarding House Services Employees in the Diocese of Wagga Wagga**.

31. Work during pupil vacation periods for General Employees

- 31.1** General Employees not engaged to work for 48 weeks per year and who receive an averaged rate of pay in accordance with **subclause 22.2** may be required by the Employer to undertake additional occasional work during pupil vacation periods. The additional occasional work during pupil vacation periods will not exceed seven days per school year, except by agreement.
- 31.2** Where an Employer requires that work be performed during pupil vacation periods pursuant to **subclause 31.1** 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, specifying the time the

Employee is required to work;

- (b) 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;
- (c) 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;
- (d) Notwithstanding the above, a General Employee may agree to waive the conditions found in this **subclause 31.2**.

31.3 Payment for work during pupil vacation periods

- (a) Subject to **subclauses 31.1** and **31.2**, the General Employee will be paid for each day worked during a pupil vacation period at the appropriate casual rate for the General Employee's classification.
- (b) The casual rate will be in addition to the usual averaged rate of pay received by the General Employee per **subclause 22.2**.
- (c) If a General Employee is notified by the Employer in accordance with **subclause 31.2** 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.

31.4 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 **subclause 31.4(a)**, an Employer still requires the General Employee to work during that particular week, discussions will be held between the Employer and the General Employee and/or their Union.

32. Overtime for General Employees

32.1 Requirement to perform reasonable overtime

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

32.2 Overtime rates

- (a) A General Employee will be paid overtime for all authorised work performed outside of the ordinary hours of work, as provided in the relevant subclauses of **Clause 30 - Hours of Work of General Employees** as follows:

Time Worked	Overtime Rate for full-time and part-time employees	Overtime Rate 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.

Note: The overtime rates for casual Employees are inclusive of the casual loading prescribed by **paragraph 22.1(d)**.

- (b) In calculating overtime, each day's work will stand alone.

- (c) For work performed on Sunday a General Employee will be paid at the overtime rate calculated in accordance with **paragraph 32.2(a)** for a minimum payment of four hours' work.

32.3 Minimum break before resumption of duty

- (a) Wherever reasonably practicable, overtime will be arranged so that General Employees have at least ten consecutive hours off duty between the work of successive days.
- (b) A General Employee other than a casual General Employee who works overtime between the termination of their ordinary work on one day and the commencement of their ordinary work on the next day so 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 directed by the Employer to resume or continue work without having had such ten consecutive hours off duty, they will be paid at double time rates until they are released from duty for such period and they then will be entitled to be absent until they have had ten consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.

32.4 Time off instead of overtime payment

- (a) A General Employee may elect, with the consent of the Employer, to take time off in lieu of payment for overtime at a time or times agreed with the Employer within 12 months of the overtime being worked. The election must be in writing and kept with time and wages records. Overtime worked in separate pay periods must be the subject of a separate agreement. The agreement must state:
 - (i) the number of hours worked
 - (ii) that the Employee has agreed to take time off rather than be paid for the overtime
 - (iii) that the Employee may request at any time to be paid instead of taking time off
 - (iv) that if the Employee so requests, the overtime will be paid in the next pay period following the request.
- (b) If the General Employee requests at any time to be paid for overtime covered by an agreement under **paragraph 32.4(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 32.4(a)**, the Employer must pay the General Employee for the overtime in the following pay period, at the overtime rate applicable to the overtime when worked.

- (c) Overtime taken as time off during ordinary time hours will be taken at the ordinary time rate, that is, an hour for each hour worked, in respect of overtime worked between Monday and Friday inclusive.
- (d) Normal overtime rates for Saturday and Sunday as set out in **paragraph 32.2(a)** will typically apply for those days, provided that a General Employee may request that the Employer provide time off instead of payment of overtime equivalent to the number of hours of payment the Employee would have received had they been paid overtime for such work.
- (e) A General Employee may not accumulate more than 20 hours to be taken as leave in lieu of overtime payment.
- (f) A General Employee will be paid any outstanding time in lieu of overtime at the overtime rate applicable to the overtime when worked if the General Employee's employment terminates.

32.5 Recall to work

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

32.6 Make up time

- (a) A General Employee 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 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.

33. Meal and rest breaks

33.1 Meal break for Teachers and Trade Trainers

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

33.2 Meal break for General Employees

- (a) Subject to **paragraph 33.2(b)**, a General Employee who works four hours or more is entitled to a meal break, of not less than 30 minutes and not more than one hour, free of duties, which will be taken no later than five hours after commencing work. Such meal break will not be counted as time worked and is unpaid.
- (b) A General Employee who works between four hours and not more than five hours may elect, but not be required, to take a meal break in accordance with **paragraph 33.2(a)**.
- (c) Notwithstanding **paragraph 33.2(a)**, where a Boarding House Services Employee is rostered on duty during meal times, the meal time will count as time worked. See **Annexure H – Other Conditions of Employment Applicable to Boarding House Services Employees in the Diocese of Wagga Wagga**.

33.3 Rest break for General Employees

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

PART 8 - LEAVE

34. Annual leave

34.1 Entitlement

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

34.2 Taking of leave

- (a) Teachers and Trade Trainers are required to take annual leave in a consecutive period at the commencement of the school summer vacation each year.
- (b) General Employees are ordinarily required to take annual leave in a consecutive period at the commencement of the school summer vacation, unless agreed otherwise in writing with the Employer.
- (c) Annual leave is exclusive of public holidays (in accordance with **Clause 37– Public Holidays**).
- (d) Annual leave must be re-credited in accordance with the Act. The Employer may direct that, in the case of a Teacher, any re-credited leave be taken during non-term weeks.

34.3 Annual leave loading

- (a) An Employee is entitled to annual leave loading of 17.5%, which is in addition to the annual leave payment owed to the Employee.
- (b) Annual leave loading is automatically paid to an Employee as soon as practicable after the first full pay period on or after 1 December each year, and is based on the Employee's ordinary hourly rate of pay as at 1 December (including promotion positions 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.

34.4 Cashing out of annual leave

- (a) This clause applies to non-averaged General Employees only.
- (b) An Employee may request to cash out a particular amount of the Employee's accrued annual leave subject to the following conditions:
 - (i) 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
 - (ii) 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
 - (iii) 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 foregone.

35. Salary adjustment formula and student vacation periods

35.1 This clause applies only to Teachers, Trade Trainers, and General Employees who receive an averaged salary in accordance with **subclause 22.2**, who are employed by:

- (a) SCS;
- (b) CEWF; and
- (c) CEDWW.

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

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

35.3 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.

35.4 Hours based calculations for Teachers and Trade Trainers

For the purposes of this clause only:

- (a) Full-time Teachers and full-time Trade Trainers will be deemed to work 38 hours per week, and part-time Teachers and part-time Trade Trainers will be deemed to work a proportionate amount. For example a 0.2 FTE Teacher or Trade Trainer 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 Trainer will be deemed to be equivalent to 3.8 hours;
- (b) The applicable hourly rate of pay for a Teacher or Trade Trainer will be calculated by dividing the applicable fortnightly rate of pay, as set out in **subclause 19.1, Clause 20 – Promotions positions for Teachers** or **Clause 17 - Classification and salaries for Trade Trainers**, by 76.

35.5 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.

35.6 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.

35.7 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.

35.8 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.

- 35.9** 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 36.5** of this Agreement.

36. Annual adjustment of salary formula

- 36.1** This clause applies only to Employees employed by the following Employers:

- (a) ACS
- (b) CEDB

- (c) CECG
- (d) DLCSL
- (e) MNCSO
- (f) CEDoW.

Note: Any Employer may, during the life of this Agreement adopt the provisions of **Clause 35 – Salary adjustment formula and Student vacation periods** in lieu of this **Clause 36 – Annual adjustment of salary formula**. Employees will be no worse off as a result. The Union and Employees will be advised in writing at least 3 months prior to any such change.

36.2 Application

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

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

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

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

36.5 Calculation of payments

- (a) A payment made pursuant to **paragraphs 36.3(a), (b) or (d)** will be calculated in accordance with the following formula:

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

Where:

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

- (b) A payment made pursuant to paragraph 36.3 (c) to an Employee whose normal hours have varied will be calculated in accordance with the following formula

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

Where:

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

36.6 Employees who commence employment after the school service date

- (a) An Employee who commences employment after the school service date will be paid from the date the Employee commences, provided that, at the end of Term 4, the Employee will be paid an amount calculated pursuant to **subclause 36.5** and will receive no other salary/wages until their return to work in the following school year.
- (b) In each succeeding year of employment, the anniversary of appointment of the Employee for the purposes of this clause will be deemed to be the school service date.

36.7 Employees who take approved leave without pay or unpaid parental leave

- (a) Where an Employee takes leave without pay or unpaid parental leave with the approval of the Employer for a period which (in total) exceeds 20 pupil days in any year, the Employee will receive payment calculated in accordance with this clause as follows:
 - (i) if the leave commences and concludes in the same school year payment will be calculated and made at the conclusion of Term 4 of that school year.
 - (ii) if the leave is to conclude in a school year following the school year in which the leave commenced:
 - (A) at the commencement of the leave a payment will be calculated and made in respect of the school year in which the leave commences; and
 - (B) at the end of Term 4 in the school year in which the leave concludes a payment will be calculated and made in respect of that school year.

- (b) Where an Employee who has received a payment pursuant to **subparagraph 36.6(a)(ii)** returns from leave in the same year rather than the next school year as anticipated, then the Employee will be paid at the conclusion of Term 4 as follows:
 - (i) by applying the formula in **paragraph 36.5(a)** as if no payment had been made to the Employee at the commencement of leave; and
 - (ii) by deducting from that amount the amount earlier paid to the Employee.

36.8 Employees whose hours have varied

Where the hours which an Employee normally works at a school have varied since the school service date in any school year and the Employee's employment is to continue into the next school year, the Employee will be paid throughout the summer pupil vacation as follows:

- (a) the amount due pursuant to the formula in **paragraph 36.5(b)** will be calculated; and
- (b) the Employee will continue to receive in each fortnight of the pupil vacation period the same amount as his or her ordinary pay in the last fortnight of the school term until the total amount received by the Employee during the pupil vacation period is the same as the amount calculated above. (Note: this will likely have the consequence that the last fortnight of the pupil vacation period in which the Employee is paid the amount received will differ from the pay in the preceding fortnights).

37. Public holidays

- 37.1** For the purposes of this Agreement, public holidays are as defined in the Act, the *Public Holidays Act 2010* (NSW) as amended or replaced, for NSW based Employees and the *Holidays Act 1958* (ACT) as amended or replaced, for ACT based Employees and any other day, or part day, recognised under the NES as a public holiday.
- 37.2** In addition to the public holidays set out in **subclause 37.1**, a General Employee who is required to work 48 weeks per year, in accordance with **subclause 22.1**, will be entitled to one additional holiday in each calendar year, which must be taken within that calendar year. In NSW, this additional holiday will be observed on Holy Thursday, and in the ACT, it will be observed on 27 December. Such additional holiday may be observed on an alternative day to that set out above if agreed to by the majority of affected Employees in a school and their Employer.
- 37.3** The NES provides that
 - (a) an Employee is entitled to be absent from work on a day or part day that is a public holiday in the place where they work.

- (b) an Employee, other than a casual employee, is entitled to be paid at their base rate of pay if the employee would normally work on the day that is a public holiday.
- (c) An Employer may request an Employee to work on a public holiday if the request is reasonable. An Employee may refuse the request if the request is not reasonable, or their 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.

37.4 Where a General Employee has agreed to a request to work on a public holiday specified in **subclause 37.1**, they will be paid at the rate of double time and one-half the ordinary time rate with a minimum payment of 2 hours.

38. Personal/Carer's Leave

38.1 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 38.2(a) and 38.2(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 K– Personal/Carer's Leave Portability (NSW/ACT Catholic Systemic Schools and Participating NSW/ACT Catholic Schools)**.

38.2 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 compared 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 because of:
 - (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 pursuant to **subclause 23.2** or overtime.
- (f) If a public holiday occurs during an Employee's absence on Personal/Carer's Leave then the Employee is not taken to be on Personal/Carer's Leave on that day.

38.3 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 38.2(c)**; and
- (c) the period or expected period of their leave.

38.4 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 38.4(b) to (d)** will apply.
- (b) **For personal illness or injury:**
 - (i) If requested, an Employee must 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**

If requested, an Employee must 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**

If requested, an Employee must:

- (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.

38.5 Employer concerns about the taking of Personal/Carer's Leave

- (a) Notwithstanding **subclause 38.4**, where an Employee has either:
 - (i) taken frequent single days of Personal/Carer's Leave; or
 - (ii) taken extended Personal/Carer's Leave; or
 - (iii) taken frequent days of Personal/Carer's Leave immediately before and/or after a public holiday, or immediately before and/or after a pupil vacation period,

the Employer may take the following action:

- (i) arrange a meeting in order to clarify their concerns with the Employee;

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

38.6 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.

38.7 Portability

An Employee who was previously employed with another Employer named in this Agreement, or with a Participating Employer listed in **Annexure K- 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.

38.8 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 of 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 38.3**, and the evidence requirements set out in **subclause 38.4**.

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

38.9 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.

39. Parental leave and related entitlements

- 39.1** 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.

39.2 Paid parental leave (initial primary care-giver)

- (a) An Employee will be entitled to take paid parental leave in accordance with this subclause if:
 - (i) they have an entitlement to and take parental leave under the Act; and
 - (ii) they will be the primary person responsible for the care of the child from the child's date of birth (being birth-related leave under the Act) or, in the case of adoption (being adoption-related leave under the Act) from the child's date of placement with the Employee.
- (b) Paid parental leave 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, that is 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 Trainers and General Employees not required to work 48 weeks per year (that is General Employees paid an averaged rate of pay in accordance with **subclause 22.2**), 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 39.2(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 39.2(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 or General Employee for the purpose of **Clause 35– Salary Adjustment Formula and Student Vacation Periods** or **Clause 36 – Annual Adjustment of Salary Formula**.
- (i) An Employee on paid parental leave in accordance with this clause will not be employed as a casual employee by their Employer during such paid leave.
- (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 39.2(b)**.

Notation:

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

39.3 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 39.2(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 39.3(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 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 birth or placement of the child occurs on or after the Commencement Date, this period of paid parental leave must be taken within 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 39.3(b)**.
- (e) For Teachers, Trade Trainers and General Employees not required to work 48 weeks per year (that is, paid an averaged rate of pay in accordance with **subclause 22.2**), this period will be inclusive of non-term weeks falling within the 12 week paid parental leave period under **paragraph 39.3(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 39.3(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 39.3(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.

39.4 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 current Employer, they had 12 months of continuous service with another Employer named in this Agreement, CSBB, CSPD, or a Catholic School operating in NSW or the ACT.

39.5 Notice periods

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

39.6 Temporary Employees

- (a) A temporary Employee will be entitled to paid parental leave in accordance with **subclause 39.2** and this **subclause 39.6** if they have an entitlement to and take parental leave under the Act and all other relevant criteria required under this **Clause 39** 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 39.2**, 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.

39.7 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.

39.8 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 46.6**.

- (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 39.6(a)**.

39.9 Right to request extension of parental leave

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

40. Long service leave

40.1 Applicability of *Long Service Leave Act 1955 (NSW)* and *Long Service Leave Act 1976 (ACT)*.

The provisions of the *Long Service Leave Act 1955 (NSW)* and of the *Long Service Leave Act 1976 (ACT)*, as applicable, will apply except to the extent that this Agreement provides for a more favourable outcome in a particular respect.

40.2 Long service leave entitlement for Teachers

The long service leave entitlement of a Teacher will be:

- (a) for full-time service of less than ten years' service, 6.5 days per year of service;
- (b) for full-time service completed by the Teacher of 10 or more years, 10 days per year of service; and
- (c) for part-time service, or continuous casual service completed by the Teacher, a pro rata amount of the entitlement in **paragraphs 40.2(a) and (b)**, calculated according to the FTE of the Teacher during the period of part-time or casual service.

For continuous casual service completed by the Teacher, a pro rata amount of the entitlement in **paragraphs 40.2(a) and (b)**, calculated according to the number of days the casual Teacher works during a year as it bears to 203 days.

For example, over a year a casual Teacher works 101.5 days. The casual Teacher's FTE is 0.5 ($101.5 \div 203$). Therefore, during that year the casual Teacher has accrued either 3.25 days (0.5×6.5 days) or 5 days (0.5×10 days) of long service leave (depending on the length of continuous service of the casual Teacher).

40.3 Long Service Leave entitlement for General Employees and Trade Trainers

Subject to **subclause 40.4**, the long service leave entitlement of a General Employee or Trade Trainer will be:

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

40.4 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 * (see notes)	
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

*Note:

1. In the Diocese of Wagga Wagga, in the period from 1 January 1995 to 27 January 1998, the entitlement was 13 weeks of long service leave in the first ten years of service and then 2 weeks for each year of service after ten years' qualifying service.
2. As at 30 January 2006, the existing long service leave accrual of a full-time and part-time Teacher was converted from weeks to days.

For General Employees (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).
For 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).
For Trade Trainers	
In respect of the period	Calculation of long service leave per year of service
Prior to 27 January 2026	0.866 weeks per year
From 27 January 2026	(a) 49.4 hours per year (b) For part-time periods of employment pro rata of (a).

Note: As at 30 January 2006, the existing long service leave accrual of a full-time and part-time General Employee (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.

- (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 higher rates if agreed in contracts of employment.

40.5 Conditions of taking long service leave

- (a) Conditions in respect of the taking of long service leave are provided in this subclause. Additional entitlements for Teachers are provided in the Employer Annexures to this Agreement at **Annexures A to G and I to J**.
- (b) An Employee will, at a minimum, be entitled to take any accrued long service leave upon completion of ten years' service if engaged to work in NSW or seven years' service if engaged to work in the ACT, and on completion of each additional five years' service thereafter.
- (c) **Notice to take leave**

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

- (i) The Employer must give the Employee not less than two school terms notice of any requirement to take leave.
 - (ii) A General Employee must provide the Employer with reasonable notice of his or her intention to take leave
 - (iii) Unless the Employer otherwise agrees, a Teacher and Trade Trainers must give not less than two school terms notice of their intention to take leave.
- (d) Long service leave accrued by the Employee will normally be taken at the Employee's current FTE / weekly hours at the time of taking the long service leave, unless otherwise agreed.
- (i) For the purposes of this **paragraph 40.5(d)** current FTE for casual Teachers means the number of casual days worked in the 12 month period immediately before the long service leave is taken as it bears to 203 days;
 - (ii) and current weekly hours for casual General Employees or casual Trade Trainers means the average number of weekly hours worked in the 12 month period immediately before the long service leave is taken as it bears to 38 hours per week.
- (e) **Payment of casual Employee on long service leave**
- A casual Employee will be paid as per the FTE calculated in accordance with **paragraph 40.5(d)** at his or her current daily or hourly rate at the time they take 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 22.1**.
 - (ii) Subject to the provisions of the relevant Employer Annexure, where a Teacher wishes to take a short block of long service leave of less than one term immediately before or immediately after a pupil vacation period but neither in accordance with **paragraph 40.5(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) An Employee who has five years of continuous service may apply to access short blocks of long service leave (of less than a term). The application may be approved at the discretion of the Employer having regard to:
 - (A) the educational needs of students;
 - (B) the critical times of the school year;
 - (C) the personal circumstances of the Employee;
 - (D) the notice given and the period of leave requested by the Employee; and
 - (E) if applicable to that Employer, whether the total number of absences of the Employee on long service leave in a year is in accordance with Employer policy.
- (ii) Where an application for a short block of long service leave is approved pursuant to this paragraph, the leave will be exclusive of pupil vacation periods adjacent to or within the period of leave. Note – refer to the relevant Employer Annexure for additional provisions for Employees facilitating the taking of short blocks of leave.

(h) **Long service leave and leave without pay**

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

(i) **Long service leave and parental leave**

A Teacher who has five years of continuous service with an Employer at the commencement of parental leave may apply to take and will be granted some or all of their pro rata long service leave during a period of unpaid parental leave, provided that the total period of leave does not exceed the period of parental leave that the Teacher would be otherwise entitled to take under the Act. The Teacher

will give notice in writing of such application not less than four weeks prior to the intended date of commencement of parental leave.

(j) Long service leave and casual employment

A part-time Employee may work casually whilst on long service leave, provided 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.

40.6 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 applicable Long Service Leave legislation 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 applicable Long Service Leave 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.

40.7 Payment of long service leave on termination

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

40.8 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, who will continue to accrue long service leave during such period.
- (b) An Employee whose employment terminates with an Employer within one week of

the end of any school term and is reappointed by the same Employer 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.

40.9 Long service leave Portability

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

41. Other leave

41.1 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 or their spouse /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 41.1(a)** 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 38.1(a) 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 41.1(a)**, 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 38 – 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.

41.2 Compassionate leave entitlement for casual Employees

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

41.3 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 up to five days in any school year (unless otherwise agreed with the Employer) for emergency leave for service to the community. Examples of purposes for which such leave may be granted include to work in the State or Territory Emergency Service or Volunteer Fire Brigade. An Employee will otherwise be entitled to unpaid leave for an eligible community service in accordance with the Act.
- (c) An Employee (other than a casual Employee) who is required to attend for jury service during ordinary working hours will be provided with paid leave for this purpose. The Employee will be required to reimburse to the Employer any monies payable to the Employee for such attendance (excluding reimbursement of expenses) which required the Employee's absence from School.
- (d) The Employee must notify the Employer as soon as possible of the date upon which he or she is required to attend for jury service. The Employee must provide to the Employer a copy of the summons to attend jury duty and a record of payments received as proof of attendance.

41.4 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.

41.5 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.

41.6 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.

41.7 Overseas volunteer programs

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

41.8 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.

41.9 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 41.9(c)** or are otherwise on approved leave. Subject to **paragraph 41.9(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 41.9(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 41.9**, 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 41.9(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 38 – 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 41.9 (c)(i) to (c)(iv)** and cannot work remotely will be considered to be affected by the unexpected personal emergency for the purposes of **Clause 38 – Personal/Carer’s Leave**. For clarity, personal/carer’s leave cannot be taken concurrently with paid emergency disaster leave.

PART 9 - SUSPENSION AND TERMINATION OF EMPLOYMENT

42. Suspension

- 42.1** Subject to **subclause 42.2** 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.
- 42.2** 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.

43. Termination of employment

43.1 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 in the written notice 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 43.1(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 Trainers	Four school term weeks' notice which must expire in the term it is given either: <ul 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	According to years of continuous service as set out below:	
	<i>Period of Service</i>	<i>Minimum Period of Notice</i>
	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 43.1(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 43.1(c)** except that there is no requirement on the Employee to give the additional notice set out in **paragraph 43.1(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 cases their salary will be paid up to the time of dismissal only.
- (g) The employment of a casual General Employee may be terminated by one hour's notice by either party or in the case of a casual Teacher a half days' notice by either party.

43.2 Payment on termination

- (a) Employees will, upon termination of employment be paid all salary or wages and other monies due, including any payments which may be due in lieu of annual leave (under the applicable provisions of **Clause 34 - Annual leave, Clause 35- Salary adjustment formula and student vacation periods** or **Clause 36 - Annual adjustment of salary formula**) and/or long service leave.
- (b) If an Employee fails to give the notice specified in **paragraph 43.1(e) above**, 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 an Employer, unless the deduction is authorised by the Employee in accordance with section 324 of the Act.

43.3 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.

44. Redundancy pay

44.1 Redundancy pay is provided 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 44.2 and 44.3**), 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 allowances provided for in this Agreement.44.2

44.2 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 44.1**. 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.

44.3 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 44.1** 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.

44.4 Transfer to lower paid duties

Where an Employee is transferred to lower paid duties following the consultation required in **Clause 46 – 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 at 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.

44.5 Compensation for loss of hours

Where a General Employee accepts a reduction of working hours of 6 or more hours per fortnight, the General Employee will receive compensation for loss of hours. A pro rata payment will be made in accordance with the redundancy payments set out in **subclause 44.1**. This payment is compensation for loss of hours rather than a redundancy payment for taxation purposes.

44.6 Time off during the notice period

- (a) An Employee given notice of termination because of redundancy must be

allowed up to one day off work, 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.

44.7 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.

44.8 Notice to Centrelink

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

44.9 Centrelink Employment Separation Certificate

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

PART 10 - CONSULTATION, DISPUTE RESOLUTION AND OTHER MATTERS

45. Dispute resolution procedures

45.1 In the event of a dispute about:

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

45.2 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 or Employers covered by this Agreement; and
- (c) an employee organisation who:
 - (i) has a member who it is entitled to represent and who is an Employee referred to in **subclause 45.2(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.

45.3 An Employee who is a party to the dispute may advise the Employer that a person or employee organisation is their representative for the purposes of the procedures in this term.

Step 1

45.4 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 CEO/CSO staff) as appropriate.

45.5 In addition to **subclause 45.4** 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

45.6 If a dispute is unable to be resolved at the workplace, and all appropriate steps under **subclause 45.4** and, if applicable, **subclause 45.5** have been taken, a party to the dispute may refer the dispute to the FWC.

45.7 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.

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

45.9 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.

46. Consultation regarding major workplace change

46.1 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.

46.2 The Employer must notify the relevant Employees and the Union (see **subclause 46.3(b)**), 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.

46.3 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.

- 46.4** The Employer is not required to disclose confidential or commercially sensitive information to the relevant Employees or their representative.
- 46.5** The Employer must give prompt and genuine consideration to matters raised about the major change by the relevant Employees or their representative.
- 46.6** 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.
- 46.7** In this clause, 'relevant Employees' means the Employees who may be affected by the major change.

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

- 47.1** 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.
- 47.2** 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.

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

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

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

48. Fair procedures

48.1 Definitions

In this clause:

- (a) **‘Allegation’** means a reportable allegation or an exempt allegation
- (b) **‘Child’** means a person under the age of 18 years.
- (c) **‘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).
- (d) **‘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.

- (e) **'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.

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

- (a) Subject to **paragraph 48.2(c)**, an Employee, against whom an allegation has been made in the course of employment, is to be informed by their Employer (or the person delegated by their Employer to do so) of the allegation made against them. The Employee will be given:
- (i) an opportunity to respond to the allegation; and
 - (ii) sufficient information to enable them to respond to the allegation. The Employee 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 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 48.2**, will require an Employer to act contrary to any written advice or notice given by the Police or government agency in accordance with sections 31 – 33 of the *Children's Guardian Act 2019* (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.

48.3 Access to files

The Employee may, subject to giving reasonable notice, inspect a file regarding an 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 an 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 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 allegation; or
 - (iv) prevent the Employer from conducting or completing the investigation or reporting the details of an allegation against an Employee, in compliance with any statutory requirement.

48.4 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.

48.5 Additional documentation from Employee

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

48.6 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.

48.7 CECG – ACT Employees

- (a) In respect of Employees who work in the ACT, a reference in this clause to ‘reportable conduct’ will be as defined in the *Ombudsman Act 1989* (ACT) and means conduct:
 - (i) engaged in by an Employee of a designated entity, whether or not in the course of employment with the Employer; and
 - (ii) that results in any of the following, regardless of a child’s consent:
 - (A) ill treatment or neglect of the child;
 - (B) exposing or subjecting the child to behaviour, or a circumstance, that psychologically harms the child;
 - (C) exposing or subjecting the child to misconduct of a sexual nature that does not form part of an offence mentioned in **subparagraph 48.7(a)(ii)(D)**;
 - (D) an offence against the provisions of Parts 2, 3, 4 or 5 of the *Crimes Act 1900* (ACT) for which the child is either present or a victim at the time of the conduct; or
 - (E) an offence against section 166 or 167 of the *Education and Care Service National Law Act 2011* (ACT).
- (b) A reference in this clause to ‘exempt allegation’ will be read as conduct excluded from the definition of ‘reportable conduct’ under the *Ombudsman Act 1989* (ACT) which does not include conduct:

- (i) that is reasonable discipline, management or care of a child taking into account the characteristics of the child, and any relevant code of conduct or professional standard that at the time applied to the discipline, management or care of the child; or
- (ii) if the conduct is investigated and recorded as part of workplace procedure - that is trivial or negligible; or
- (iii) prescribed by regulation.

49. Workplace Union Delegates' Rights

49.1 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.

49.2 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.

49.3 Before exercising entitlements under this clause, a workplace union delegate must give the Employer 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.

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

49.5 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 an enterprise agreement or policy of the Employer under which eligible Employees are entitled to be represented and which concerns their industrial interests.

49.6 Entitlement to reasonable communication

- (a) A workplace union delegate may communicate with eligible Employees for the purpose of representing their industrial interests under **subclause 49.5**. 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.

49.7 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 49.7(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
 - (iii) the Employer does not have access to the facility at the enterprise and is unable to obtain access after taking reasonable steps.

49.8 Entitlement to reasonable access to training

- (a) The Employer must provide a workplace union delegate with access to up to 5

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:

- (i) In each year commencing 1 July, the Employer is not required to provide access to paid time for training to more than one workplace union delegate per 50 eligible Employees.
- (ii) 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:
 - (A) full-time or part-time Employees; or
 - (B) regular casual Employees.
- (b) Payment for a day of paid time during normal working hours is payment of the amount the workplace union delegate would have been paid for the hours the workplace union 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.
- (c) The workplace union delegate must give the Employer not less than 4 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. Employers may agree to a shorter notice period where it can be accommodated.
- (d) If requested by the Employer, the workplace union delegate must provide the Employer with an outline of the training content.
- (e) The Employer must advise the workplace union delegate not less than 2 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.
- (f) If requested, the workplace union delegate must, within 7 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.

49.9 Exercise of entitlements

- (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 work 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.

SIGNATURES TO THE AGREEMENT

EXECUTED as an agreement

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

.....
Signature of authorised officer

.....
Signature of witness

.....
Name/title/address of authorised officer

.....
Name of witness

SIGNED for and on behalf of the **Trustees of the Roman Catholic Church for the Diocese of Armidale trading as Armidale Catholic Schools** by an authorised person in the presence of

.....
Signature of authorised officer

.....
Signature of witness

.....
Name/title/address of authorised officer

.....
Name of witness

SIGNED for and on behalf of **Catholic Education Diocese of Bathurst Limited** by an authorised person in the presence of

.....
Signature of authorised officer

.....
Signature of witness

.....
Name/title/address of authorised officer

.....
Name of witness

SIGNED for and on behalf of **Catholic Archdiocese of Canberra and Goulburn Education Limited**
by an authorised person in the presence of

.....
Signature of authorised officer

.....
Signature of witness

.....
Name/title/address of authorised officer

.....
Name of witness

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

.....
Signature of authorised officer

.....
Signature of witness

.....
Name/title/address of authorised officer

.....
Name of witness

SIGNED for and on behalf of **Trustees of the Roman Catholic Church for the Diocese of Maitland-Newcastle, trading as the Diocese of Maitland-Newcastle Catholic Schools Office** by an authorised person in the presence of

.....
Signature of authorised officer

.....
Signature of witness

.....
Name/title/address of authorised officer

.....
Name of witness

SIGNED for and on behalf of **Sydney Catholic Schools Limited ACN 619 137 343 as trustee for Sydney Catholic Schools Trust ABN 26 158 447 082** by an authorised person in the presence of

.....
Signature of authorised officer

.....
Signature of witness

.....
Name/title/address of authorised officer

.....
Name of witness

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

.....
Signature of authorised officer

.....
Signature of witness

.....
Name/title/address of authorised officer

.....
Name of witness

SIGNED for and on behalf of **The Trustees of the Roman Catholic Church for the Diocese of Wilcannia-Forbes** by an authorised person in the presence of

.....
Signature of authorised officer

.....
Signature of witness

.....
Name/title/address of authorised officer

.....
Name of witness

SIGNED for and on behalf of **The Trustees of the Roman Catholic Church for the Diocese of Wollongong trading as the Trustees of the Wollongong Diocese Catholic School System ABN 67786923621** by an authorised person in the presence of

.....
Signature of authorised officer

.....
Signature of witness

.....
Name/title/address of authorised officer

.....
Name of witness

SCHEDULE A - Teachers' salaries & allowances

Table A1 – NSW 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% Increase	3% Increase	3% Increase
Conditionally Accredited Teacher Level 1 (CECG only)	79,057	81,429	83,872
Conditionally Accredited Teacher Level 2 (CECG only)	83,283	85,781	88,354
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 A2 – ACT Teacher salaries

	Annual salary from ffpp on or after 1 August 2025	Annual salary from ffpp on or after 1 August 2026
Conditionally Accredited Teacher Level 1	\$82,796	\$85,694
Conditionally Accredited Teacher Level 2	\$87,087	\$90,135
Step 1 (Graduate)	\$91,397	\$94,596
Step 2 (Graduate)	\$100,006	\$103,506
Step 3 (Proficient)	\$104,314	\$107,965
Step 4 (Proficient)	\$108,619	\$112,421
Step 5 (Proficient)	\$112,924	\$116,876
Step 6 (Proficient)	\$120,102	\$124,306
Step 7 (Proficient)	\$129,106	\$133,625
Highly Accomplished/Lead Teacher	\$136,848	\$141,638

Table A3 – NSW Teachers – Casual Rates

	Casual daily rate from ffpp on or after 9/10/2024 [^] (\$)	Casual daily rate from ffpp on or after 9/10/2025 ^{^^} (\$)	Casual daily rate ffpp on or after 9/10/2026 (\$)
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 9/10/2024 [^] (\$)	Casual half daily rate from ffpp on or after 9/10/2025 ^{^^} (\$)	Casual half daily rate ffpp on or after 9/10/2026 (\$)
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
CECG Only	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 [^] (\$)
Conditionally Accredited Teacher Level 1	408.92	421.18	433.82
Conditionally Accredited Teacher Level 2	430.77	443.69	457.00
CECG Only	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 [^] (\$)
Conditionally Accredited Teacher Level 1	204.46	210.59	216.91
Conditionally Accredited Teacher Level 2	215.39	221.85	228.50

[^] Casual daily rate is calculated in accordance with **subparagraph 19.3(b)** - the appropriate annual rate referred to in **paragraph** Error! Reference source not found.(a), and **Table A1** divided by 203 + an additional 5% loading

^{^^} Casual half-day rate is calculated in accordance with **subparagraph 19.3(b)**- the appropriate annual rate referred to in **paragraph** Error! Reference source not found.(a), and **Table A1** divided by 406 + an additional 5% loading.

Table A4 – ACT Teachers – Casual Rates

	Casual daily rate from ffpp on or after 1 August 2025 (\$)	Daily rate effective from ffpp on or after 1 August 2026 (\$)
Conditionally Accredited Teacher Level 1	409.94	424.29
Conditionally Accredited Teacher Level 2	431.57	446.68
Casual Teacher 1	453.47	469.34
Casual Teacher 2	507.81	525.58
Casual Teacher 3	564.98	584.75

	Casual Half-Daily rate from ffpp on or after 1-Aug-25 (\$)	Casual Half-Daily rate effective from ffpp on or after 1-Aug-26 (\$)
Conditionally Accredited Teacher Level 1	204.97	212.15
Conditionally Accredited Teacher Level 2	215.79	223.34
Casual Teacher 1	226.74	234.67
Casual Teacher 2	253.91	262.79
Casual Teacher 3	282.49	292.38

Table A5 – Allowances for NSW Promotion Positions
Allowances for Assistant Principal Positions (Excluding SCS)

Assistant Principal PRIMARY	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% increase	3% increase	3% increase
101-250 Students	31,034	31,965	32,924
251-400 Students	34,676	35,716	36,787
401-600 Students	38,514	39,669	40,859
601-800 Students	42,538	43,814	45,128
801+ Students	46,563	47,960	49,399

Assistant Principal SECONDARY	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% increase	3% increase	3% increase
201-300 Students	38,514	39,669	40,859
301-600 Students	42,538	43,814	45,128
601-900 Students	46,563	47,960	49,399
901-1200 Students	50,583	52,100	53,663
1201+ Students	54,611	56,249	57,936

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% increase	3% increase	3% increase
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 A6 – Assistant Principal Salaries (SCS)

Assistant Principal PRIMARY	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% increase	3% increase	3% increase
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	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% increase	3% increase	3% increase
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

SCS ONLY - Annexure F

Assistant REC	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% increase	3% increase	3% increase
Assistant REC	9,779	10,072	10,374
Youth Ministry Coordinator	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% increase	3% increase	3% increase
Youth Ministry Coordinator	9,779	10,072	10,374

Table A7 – Salaries for ACT Promotion Positions

	Annual Salary from ffpp on or after 1 August 2025 (\$)	Annual Salary from ffpp on or after 1 August 2026 (\$)
Campus Head	194,288	201,088

Assistant Principal Primary	165,553	171,347
Assistant Principal Secondary	173,125	179,184
Coordinator 0.5	141,106	146,045
Coordinator 1.0	149,107	154,326

Table A8 – Allowances for Teachers

Special Education Teacher Allowance	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% increase	3% increase	3% increase
Full-time Teacher	3,630	3,739	3,851
Part-time or Casual teacher (per day allowance)	17.88	18.42	18.97
Special Geographic Allowance	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% increase	3% increase	3% increase
Diocese of Armidale	3,381	3,482	3,586
Diocese of Wilcannia-Forbes	3,195	3,291	3,390
Archdiocese of Canberra and Goulburn	2,208	2,274	2,342

SCHEDULE B – General Employees’ rates of pay and allowances

Table B1 – General Employees’ salaries unaveraged rates 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% increase	3% increase	3% increase
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 B2 – General Employees’ casual rates

Classification	Casual rate of pay from ffpp on or after 1 July 2024	Casual rate of pay from ffpp on or after 1 July 2025	Casual rate of pay from ffpp on or after 1 July 2026
Level 1.1	\$34.84	\$35.89	\$36.96
Level 1.2	\$37.61	\$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

Classification	Casual rate of pay from ffpp on or after 1 July 2024	Casual rate of pay from ffpp on or after 1 July 2025	Casual rate of pay from ffpp on or after 1 July 2026
Level 3.1	\$44.58	\$45.92	\$47.29
Level 3.2	\$44.75	\$46.09	\$47.47
Level 3.3	\$44.93	\$46.27	\$47.65
Level 3A	\$45.54	\$46.90	\$48.31
Level 4.1	\$50.18	\$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 B3 – General Employees - averaged hourly rate of pay (school terms only)

Classification level and step	Part-time hourly rate of pay from ffpp on or after 1 July 2024	Part-time hourly rate of pay from ffpp on or after 1 July 2025	Part-time hourly rate of pay from ffpp on or after 1 July 2026
	4% increase	3% increase	3% increase
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

Classification level and step	Part-time hourly rate of pay from ffpp on or after 1 July 2024	Part-time hourly rate of pay from ffpp on or after 1 July 2025	Part-time hourly rate of pay from ffpp on or after 1 July 2026
Level 5	\$41.97	\$43.23	\$44.53
Level 5A.1	\$45.65	\$47.02	\$48.44
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 B4 – General Employees’ allowances

Meal allowance	Rate from ffpp on or after Commencement Date
Allowance	\$19.93

Allowance	Rate from ffpp on or after 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	\$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 Trainers rates of pay

Table C1 – Trade Trainers’ salaries

	Annual Salary from ffpp on or after 27 January 2026 (\$)	Annual Salary from ffpp on or after 9 October 2026 (\$)
		3% increase
Step 1	90,177	92,882
Step 2	96,980	99,889
Step 3	101,122	104,156
Step 4	105,263	108,421
Step 5	112,594	115,972

Table C2 – Trade Trainers’ casual rates of pay

	Casual daily rate from ffpp on or after 27 January 2026 (\$)	Casual daily rate ffpp on or after 9 October 2026 (\$)
Casual Trade Trainer 1	466.43	480.42
Casual Trade Trainer 2	523.04	538.74
Casual Trade Trainer 3	582.38	599.86
	Casual half daily rate from ffpp on or after 27 January 2026 (\$)	Casual half daily rate ffpp on or after 9 October 2026 (\$)
Casual Trade Trainer 1	233.22	240.21
Casual Trade Trainer 2	261.52	269.37
Casual Trade Trainer 3	291.19	299.93

SCHEDULE D – Travel allowance

Table D1 – Travel allowance

Travel Allowance (excl CEWF) per km	Rate on and from Commencement Date of Prior EA to the day before the Commencement Date	Rate on and from Commencement Date
Less than 100km	\$0.84	N/A
100km and over	\$0.64	N/A
All kms	N/A	\$0.84
Travel Allowance (CEWF) per km	Rate on and from Commencement Date of Prior EA to day before Commencement Date	Rate from ffpp on or after Commencement Date
All kms	\$0.64	\$0.64

ANNEXURE A - Other conditions of employment applicable to Teachers employed Trustees of the Roman Catholic Church for the Diocese of Armidale trading as Armidale Catholic Schools (ACS)

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

1. Promotion positions

For the purposes of this clause, 'central school' means a school which provides both primary and secondary education from K-12.

1.1. Managerial positions

The provisions of **paragraph 20.7(a)** of this Agreement will apply provided that central schools will be allocated two Co-Assistant Principals (one primary and one secondary) where a central school has an enrolment of 201 or greater in the Commonwealth Government Census of the previous year. These positions will be independent of and in addition to the promotion positions points contained in the promotion points table for central schools below.

The Co-Assistant Principal will be paid the applicable Assistant Principal Primary allowance as set out in **Table A5 - Allowances for NSW Promotion Positions** of **Schedule A- Teachers' Salaries & Allowances** of this Agreement based on the primary enrolment in the Commonwealth Government Census of the previous year.

1.2. Promotion points

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

Primary schools	
Enrolment	Total points
1-100	Nil
101-200	Nil
201-250	2
251-400	3
401-600	5
601-700	7

Central Schools	
Enrolment	Total points
0-100	Nil

Central Schools	
Enrolment	Total points
101-200	1
201-300	3
301-400	5
401-500	7
501-600	9
601-700	11
701-800	13

Secondary Schools	
Enrolment	Total points
251-350	17
351-450	19
451-550	21
551-650	23
651-750	25
751-850	27
851 - 950	29

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

Position	Points
Coordinator 3	3
Coordinator 2	2
Coordinator 1	1
Leader of Pedagogy	1

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

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

1.3. Length of appointments

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

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

1.4. Appointment procedures

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

2. Terms of engagement

2.1. Job sharing

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

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

2.2. Variations in part time load

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

2.3. Payment of part time Teachers for occasional variations of load

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

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

2.4. Personal/Carer's Leave

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

2.5. Counselling services

The parties recognise staff may require periods of leave in order to access counselling services to provide appropriate advice and assistance. The Employer will allow a Teacher to utilise his or her Personal/Carer's Leave entitlement pursuant to this Agreement to accommodate these Teacher needs. The Employer, through registered and approved providers, offers a confidential counselling service to all Employees.

3. Long service leave

In addition to the provisions of **Clause 0 - Long Service Leave** of this Agreement, the following specific long service leave provisions will apply to all Employees in the Diocese of Armidale.

3.1 Long service leave in short blocks

Subject to **paragraph 40.5(g)** of this Agreement, an Employee may access long service leave in short blocks. In all cases, long service leave in short blocks will be exclusive of pupil vacation periods except for General Employees Working 48 weeks per year.

3.2 Conditions Of Taking Long Service Leave

In addition to the provisions of **Clause 0 - Long Service Leave**, Teachers and General Employees will be required to give adequate notice to allow for replacement staff to be employed if applicable. Generally, two term's notice is reasonable for a Teacher when requesting blocks of long service leave greater than four weeks. The need to provide continuity and consistency for students is a relevant consideration in approving requests. The Principal may also consider any past patterns of access in making decisions to approve requests which may impact on the operation of the school.

3.3 Long Service Leave at Half Pay

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

this Agreement or any statutory entitlement. Generally, long service leave at half pay will be provided for a maximum of one term only.

ANNEXURE B - Other conditions of employment applicable to Teachers employed by Catholic Education Diocese of Bathurst Ltd (CEDB)

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

1. Promotion positions

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

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

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

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

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

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

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

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

Appointment to Coordinator 1 – will be for a period of one or two years. A further appointment of one or two years may be made following a successful assessment of performance during the contracted period as determined by the requirements of the school.

Appointments to Coordinator 2 and Coordinator 3 will be made initially for a two year period. A further appointment of four years will normally be made following a successful assessment of performance during the initial period of two years in accordance with the Employer's policy. The policy to apply after the further four year appointment referred to above is to be discussed by the parties with the intention of reaching agreement.

2. Long service leave

In addition to the provisions of **Clause 0 - Long Service Leave** of this Agreement, the following specific long service leave provisions will apply to Teachers in the Diocese of Bathurst:

3. Long service leave at half pay

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

ANNEXURE C - Other conditions of employment applicable to Employees employed in Catholic Archdiocese of Canberra and Goulburn Education Ltd (CECG)

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

1. Teaching practices

1.1. Ordinary weekly hours of work

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

1.3. Principal directed staff meetings

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

1.4. Flexibility in school day

- (a) Instruction of students in curriculum subjects may be timetabled before normal starting times of such instruction and after normal finishing times of such instruction or during normal meal breaks (subject to **Clause 33 – Meal and rest breaks** of this Agreement), if

required, provided that no Teacher's duties or hours of attendance are increased. The Teachers of such classes will be provided with corresponding time off for the additional time in attendance.

1.5. Class groups

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

1.6. Class sizes

- (a) Primary schools
 - (i) Generally no Kindergarten to Year 3 class should exceed 30 students.

- (ii) Generally no Year 4 to Year 6 class should exceed 34 students.
 - (iii) Where Kindergarten to Year 3 classes exceed 25 students and where Year Four to Year Six classes exceed 30 students, additional support will be provided by the Employer in accordance with the Memorandum of Understanding between the Employer and the Union for Large Class Support dated 9 September 2025 and amended by the Employer and the Union from time to time. The Memorandum of Understanding is incorporated into the Agreement pursuant to section 257 of the Act and may therefore be varied as provided for by its terms from time to time. A current version of the Memorandum of Understanding is as Attachment A to this Annexure for reference only.
 - (iv) Deployment of additional support will be determined by the Principal in consultation with the class Teacher to ensure that the needs of the students and the class Teacher are adequately addressed.
- (b) Secondary schools
- (i) As a guideline in allocating class groupings, it is agreed that:
 - (A) Classes in Years 7, 8, 9 and 10 should not normally exceed 30 students
 - (B) Classes in Years 11 and 12 should not normally exceed 25 students. This provision is not intended to preclude the reorganisation of classes by agreement to suit particular teaching- learning situations.
 - (ii) Practical Classes
 - (A) Practical classes are among those that may require a higher duty of care. They may involve the use of materials/equipment which may be potentially injurious to students and/or staff or they may have a significant practical (hands on) component. Practical classes in Years 7 to 12 will be organised and resourced so that Work Health and Safety requirements are met.
 - (B) For the following courses in Year 7 -12 classes should not normally exceed 24 students: Design and Technology, Industrial Technology, Visual Arts, Food Technology, Textiles Technology and Visual design classes.
 - (C) For the following courses in Year 7-12 classes should not normally exceed 25 students: Agricultural Technology, Practical Science classes, Performing Arts, and Physical Education.
 - (D) The number of students in practical classes should not exceed the capacity of workstations.

1.7. Workloads

- (a) Equitable workloads
- (b) In determining the allocation of duties, Principals should allocate equitable workloads to all employees. Relevant considerations which might assist this include:
 - (i) the preference of the individual Teacher in the light of skills, experience and career direction;
 - (ii) the scheduled teaching load of the Teacher; and
 - (iii) timetabling demands which require a Teacher's attendance beyond the usual
- (c) school day.
- (d) Primary teachers
 - (i) All full-time primary Teachers will receive two hours release from face-to-face teaching (RFF) each term week. Release time will also be made available to part-time Teachers on a pro rata basis.
 - (ii) Subject to **paragraph 1.7(iii)**, the timing of a Teacher's face-to-face release will be scheduled according to the needs of the school and in consultation between the Teacher and the Principal.
 - (iii) In the case of a full-time Teacher, release shall normally be provided on a weekly basis, but may also be provided on a fortnightly basis or otherwise as agreed between the Teacher and the Principal. The arrangements for face-to-face release will be scheduled prior to the start of the term in which the release from face to face is to be provided.
 - (iv) Teachers may use RFF time for professional responsibilities, such as those listed in (A) to (K) of this subparagraph:
 - (A) develop resource materials for class or school use;
 - (B) mark student work and assessment tasks;
 - (C) document class and student programs;
 - (D) liaise with parents;
 - (E) develop and/or evaluate curriculum material;
 - (F) liaise with other staff such as the Teacher Librarian, Classroom Support Teacher or School Counsellor;

- (G) liaise with specialist support personnel such as CEO staff or external consultants;
 - (H) liaise with the Principal or the Teacher's supervisor;
 - (I) undertake professional reading and/or research;
 - (J) observe teaching in other classrooms; or
 - (K) for any other purpose which is consistent with their responsibilities as a Teacher.
- (v) Where an accrued amount of RFF in excess of the weekly entitlement would otherwise be foregone on a day that a Teacher is absent due to illness, as a result of an activity organised by the school, or is a public holiday, the excess RFF will be rescheduled to a mutually agreed time.
- (e) Secondary Teachers
- (i) Full-time Teachers may be allocated a maximum of 20 hours scheduled teaching per week or equivalent over a cycle, averaged over a school year.
 - (ii) Part-time Teachers will be allocated a proportion of the scheduled teaching load of full-time Teachers and part-time secondary Teachers will be expected to attend school in reasonable proportion to their scheduled teaching load, or as agreed in consultation with the Principal.
 - (iii) Scheduled teaching will include:
 - (A) all scheduled classes (including supervised study groups) allocated to the Teacher whether that class consists of a single student or a group of students;
 - (B) any sport/activities sessions allocated to the Teacher which are scheduled during the normal school day;
 - (C) any timetabled home-room duties, school and year assemblies which exceed a total of 60 minutes per week or equivalent per cycle; and
 - (D) regular classes held before and/or after the usual school day.
 - (iv) Scheduled teaching does not include the following duties which may be required of Teachers
 - (A) any sport sessions taken by the Teacher outside normal hours;
 - (B) staff meetings;
 - (C) the time that Teachers are expected to be at school prior to the

- commencement of formal duties;
 - (D) playground or other supervision;
 - (E) the time spent outside the normal school day on school camps, excursions, Parent-Teacher nights and other normal extra – curricular activities, etc.;
 - (F) the first 60 minutes in a given week or equivalent over a cycle, spent on home-room duties, school and year assemblies; and
 - (G) extras.
- (v) Extras
- (A) An extra is defined as any class taken by a Teacher which is in addition to that Teacher's scheduled classes, but excluding classes taken in lieu of a Teacher's scheduled class.
 - (B) There will be a maximum for Full Time Teachers of four hours per term of extras except in the case where a Teacher's scheduled teaching load is below the load which would ordinarily apply under these provisions. The Teacher may be given additional extras to make up the difference in the scheduled teaching load.
 - (C) In allocating extras, the Principal should give consideration to the principles relating to equitable workload outlined above.
 - (D) Any Teacher who, following consultation with the Principal, believes that the number of extras being allocated is inequitable, may raise the concern with the Employer with a view to reaching a mutually satisfactory resolution of the concern.
 - (E) This **subparagraph 1.7(e)(v)** is not intended to preclude a Teacher from agreeing on an individual basis to perform additional extras in exchange for compensation agreed between the Teacher and the Principal under a scheme that may be in place at a particular school from time to time.
- (f) Casual Teachers
- (g) A casual Teacher engaged for a period of ten or more consecutive days within the same school:
- (i) will be entitled to the release from face-to-face duties that is available to other Teachers within the school to assist with preparation, correction and other professional duties, and
 - (ii) will not be rostered to undertake playground/bus supervision in excess of the daily allocation required of a regular Teacher within the school.

1.8. Mentoring program

(a) Early Career Teachers

- (i) The Mentoring Program is available for Graduate Teacher (Step 1 and Step 2) and from the start of Term 1, 2026, it is available for Early Career Teachers in NSW and ACT employed as Conditionally Accredited (Level 1 and Level 2).

(b) **NOTE:** This includes teachers employed under a restricted permit to teach arrangement in the ACT.

- (i) A 0.1 FTE allocation per year is available for the Mentoring Program for Early Career Teachers. The program will be provided to Early Career Teachers who have been appointed at 0.5 FTE or greater for a minimum of two terms. The Employer will ensure that the Teacher and their mentor are informed on commencement of the support that is available.
- (ii) The mentoring program will be determined by the Employer or the Principal in consultation with the Teacher to assist the Teacher's professional development which will be reviewed regularly throughout the program. The allocation of time should reflect the role, responsibility and expectations of both the mentor and the Early Career Teacher.
- (iii) The support offered to the Early Career Teacher, referred to in **paragraph 1.8(a)(i)**, should be either on a weekly or fortnightly basis and a specific Teacher must be nominated to oversee the Mentoring Program.
- (iv) The Employer will provide a written statement to the Teacher not later than four weeks before the end of the school year outlining the Teacher's progress and development.

(c) Returning Teachers

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

1.9. Replacement of absent Teachers

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

2. Promotion positions

2.1. Promotions positions must be provided by the Employer in accordance with the **Memorandum of Understanding: Promotions Positions** dated 9 September 2025 and agreed from time to time

between the Employer and the Union. The Memorandum of Understanding is incorporated into the Agreement pursuant to section 257 of the Act and may therefore be varied as provided for by its terms from time to time. A current version of the Memorandum of Understanding is at Attachment B to this Annexure for reference only.

3. Additional superannuation contributions

3.1. In addition to the superannuation arrangements set out in **Clause 27 – Superannuation**, Teachers in the ACT who elect to make personal superannuation contributions of not less than 1%, may request the Employer contributes an additional 1%. In that case, the Employer will make such contribution.

4. Staff development program (ACT schools)

- (a) Full-time ACT Teachers are required to teach up to 196 days per year.
- (b) All Teachers and General Employees will participate in at least three days of compulsory planning, preparation, faith formation and staff prior to the return of students in Term 1 of each year. Catholic Education may choose to determine up to two of the three days as a whole of system professional development activity. Staff will be advised of the scheduled dates by the commencement of Term 4 in the preceding year.
- (c) New Teachers may also be expected to attend one additional day prior to the beginning of the school year. Teachers not required to attend the induction day may elect to undertake personal learning and development on this day.
- (d) Subject to **subclauses 4(d) and 0**, Employees are required to attend on days allocated for planning, preparation, faith formation and staff development in accordance with **subclauses 4(a) and (b)**.
- (e) To facilitate attendance of part-time Teachers whose FTE in accordance with **clause 11.5(a)** of this Agreement is exceeded as a result of attending planning and development activities:
 - (i) the Principal will negotiate with the Teacher, within that school term, for time off at another time within the school year agreed with the Teacher equivalent to the additional time (such agreement will be recorded in writing); or
 - (ii) if there is no agreement about the taking of time off, the Employer will pay the Teacher for the time worked in addition to the FTE of the Teacher as a result of attending the professional learning activity.

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

For clarity, this **paragraph 4(d)** will operate in accordance with the following example:

A Teacher is employed at 0.4 FTE and therefore is required to work 0.4 of the usual teaching load of a full-time Teacher in accordance with this Agreement. In the two week period where the commencement of the school year falls, the Teacher is required to attend two days of professional development, a planning day and two teaching days, the Teacher is entitled in accordance with this **paragraph 4(d)**, the Teacher is entitled to one day off at a time agreed with the Principal or payment for one day in addition to their ordinary salary.

- (f) To facilitate attendance of part-time General Employees in planning and development activities:
 - (i) an Employee will not be required to attend on hours or days that exceed the normal hours or days worked by the Employee; and
 - (ii) the Employee will be paid at casual rates for hours worked outside the normal hours or days of work of the Employee, or at overtime rates if the Employee is requested to work outside the normal span of ordinary hours specified in **Clause 30 – Hours of work for General Employees** or for more than eight hours on any day; and
 - (iii) notwithstanding **paragraph 40(i)** above, an Employee may request time in lieu instead of payment for additional hours worked as overtime in accordance with **clause 32.4** of this Agreement.
- (g) Staff development and training involve responsibilities on the part of both the Employer and Employee. There is agreement that:
 - (i) staff development should incorporate Teachers' individual professional requirements, including career aspiration matters, school development planning requirements and system requirements; and
 - (ii) Teachers should carry out staff development outside of instructional hours and student contact days.

5. Teacher Librarians

- (a) A Teacher Librarian will be classified and paid in accordance with the classification and salary level applicable to Teachers. All terms and conditions applicable to Teachers within this agreement also apply to Teacher Librarians.
- (b) The role of the Teacher Librarian is necessarily broad and recognises that each role is shaped by local needs and circumstances. It aims to identify the key accountabilities in the role but does not seek to nominate specific strategies for their implementation. It is the responsibility of each Principal to identify, document and articulate these for a given school.
- (c) Over the course of a calendar year, the school's library staffing allocation will be deployed approximately as two thirds in teaching activities and one third in administrative tasks. The administrative tasks may be performed by a General Employee.

6. Long service leave and leave without pay

In addition to the provisions of **Clause 40 – Long Service Leave** of this Agreement, the following provision will apply to Teachers in the Archdiocese of Canberra and Goulburn.

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

7. Data collection

The collection of student data is both a compliance requirement and a recognised strategy for delivering professional and tailored learning experiences in schools. The Employer recognises the importance of collecting student data as well as the impact data collection has on the workload of Teachers. Where practicable, the Employer will ensure that student data collection is efficient and avoids duplication.

8. Emails

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

9. Supporting children with additional needs

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

ATTACHMENT A to Annexure C - Memorandum of Understanding: Large Class Support

This Memorandum of Understanding between Catholic Education, Archdiocese of Canberra and Goulburn (the Employer) and the Independent Education Union of Australia (the Union) details the arrangements for supporting Teachers of large classes.

The circumstances where additional support will be provided in Kindergarten to Year 6 are outlined in **subparagraph 1.6(a)** of Annexure C of the *NSW and ACT Catholic Systemic Schools Enterprise Agreement 2025*.

The Employer and the Union agree that additional support will be based on student enrolment data as of the February census:

Large instructional group support	Kindergarten	Years 1-3	Years 4-6
Enrolments	FTE Support	FTE Support	FTE Support
26	0.1 FTE 1 day teacher per fortnight	0.02 FTE 1 day teacher per term	-
27	0.1 FTE 1 day teacher per fortnight	0.02 FTE 1 day teacher per term	-
28	0.15 FTE 1.5 days teacher per fortnight	0.05 FTE 1/2 day teacher per fortnight	-
29	0.15 FTE 1.5 days teacher per fortnight	0.05 FTE 1/2 day teacher per fortnight	-
30	0.15 FTE 1.5 days teacher per fortnight	0.05 FTE 1/2 day teacher per fortnight	-
31	0.2 FTE 2 days teacher per fortnight	0.1 FTE 1 day teacher per fortnight	0.1 FTE 1 day teacher per fortnight
32 - 33	0.25 FTE 2.5 days teacher per fortnight	0.15 FTE 1.5 day teacher per fortnight	0.15 FTE 1.5 day teacher per fortnight
34	0.3 FTE 3 days teacher per fortnight	0.2 FTE 2 day teacher per fortnight	0.2 FTE 2 day teacher per fortnight

Support outlined in the table above will normally be provided by a Teacher, but may be provided by a Support Staff employee subject to consultation with the classroom teacher.

This Memorandum of Understanding will come into effect from the commencement date of the *NSW and ACT Catholic Systemic Schools Enterprise Agreement 2025* and will remain in force whilst this Enterprise Agreement remains in force. This Memorandum of Understanding may be amended or replaced during its term with the agreement of the Employer and the Union.

I hereby agree to adhere to the conditions and contents of this Memorandum of Understanding.

Authorised officer’s name and signature:

Catholic Education, Archdiocese of Canberra and Goulburn

.....

Name: David de Carvalho
Position: Director

Independent Education Union of Australia

.....

Name: Carol Matthews
Position: Secretary, NSW/ACT Branch

ATTACHMENT B to Annexure C - Memorandum of Understanding: Promotion Positions

This Memorandum of Understanding between Catholic Archdiocese of Canberra and Goulburn Education Limited (the Employer) and the Independent Education Union of Australia (the Union) details the arrangements for Teachers appointed to promotion positions.

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

1.1. Acting in a promotion position

- (a) Any Teacher required by the Employer to act in a promotion position will be remunerated for a school break other than the summer vacation, at the rate applying for the promotion position outlined in **Clause 20.2** of the *NSW and ACT Catholic Systemic Schools Enterprise Agreement 2025*, provided he or she has acted in the position for at least the last two weeks of term or for the first two weeks of the following term. A Teacher who has acted in a promotion position for the last two weeks of Term 4 will be paid at the rate applying to the promotion position for the first two weeks of the summer vacation.

1.2. Assistant Principal

- (a) Requirement to Appoint

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

- (b) Time Release

- (i) Assistant Principal – Primary School

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

Number of classes	1 – 4	5 – 8	9 – 15	16 – 24	25 – 27	28 +
Release (FTE)	N/A	0.2	0.3	0.4	0.5	0.6

- (ii) Assistant Principal – Central School

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

Enrolment	41 – 100	101 – 200	201 – 400	401 – 600	601 – 800	801 +
Release (FTE)	N/A	0.2	0.3	0.4	0.5	0.6

(iii) Assistant Principal –Secondary School

An Assistant Principal in a secondary school will be entitled to release from face-to-face duties of 0.5 FTE.

1.3. Religious Education Coordinators

(a) Requirement to Appoint

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

(b) Time Release

(i) REC Primary School

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

Number of classes	1 – 4	5 – 8	9 – 15	16 – 24	25 +
Release (FTE)	0.1	0.2	0.3	0.4	0.5

(ii) REC Central School

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

Enrolment band	41 – 100	101 – 200	201 – 400	401 – 600	601 +
Release (FTE)	0.1	0.2	0.3	0.4	0.5

(iii) REC Secondary School

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

1.4. Coordinators

(a) Requirement to Appoint

The minimum number of Coordinator positions in each school, in addition to the position of REC (**subclause 1.3**), will be determined in accordance with the following tables:

(i) Primary School

Number of classes	1 – 8	9 – 15	16 – 24	25 – 26	27 – 29	30 +
Number of coordinators	0	1	2	3	4	5

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

(ii) Central School

Enrolment band	101 – 200	201 – 300	301 – 400	401 – 500	501 +
Number of coordinators	1	2	3	4	5

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

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

(iii) Secondary School

Enrolment at previous year's August Census date	Number of positions
1-200	1
201-300	2
301-400	3
401-500	4
501-600	6
601-700	8
701-800	12
801-900	12
901-1000	13
1001-1100	14
1101-1200	15
1200+	16

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

Provided also in a Secondary School:

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

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

(i) Primary and Central Schools

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

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

(ii) Secondary Schools

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

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

This Memorandum of Understanding will come into effect from the commencement date of the *NSW and ACT Catholic Systemic Schools Enterprise Agreement 2025* and will remain in force whilst this Enterprise Agreement remains in force. This Memorandum of Understanding may be amended or replaced during its term with the agreement of the Employer and the Union.

I hereby agree to adhere to the conditions and contents of this Memorandum of Understanding.

Authorised officer’s name and signature:

Catholic Education, Archdiocese of Canberra and Goulburn

.....

Name: David de Carvalho
Position: Director

Independent Education Union of Australia

.....

Name: Carol Matthews
Position: Secretary, NSW/ACT Branch

ANNEXURE D - Other conditions of employment applicable to Teachers employed by Diocese of Lismore Catholic Schools Ltd (DLCSL)

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

1. Promotion positions

Promotions positions must be provided by the Employer in accordance with the **Memorandum of Understanding: Promotions Positions** dated 9 September 2025 and agreed from time to time between the Employer and the Union. The Memorandum of Understanding is incorporated into the Agreement pursuant to section 257 of the Act and may therefore be varied as provided for by its terms from time to time. A current version of The **Memorandum of Understanding: Promotions Positions** as at the Commencement Date is attached to this **Annexure D** at **Attachment A** for reference only.

2. Addressing Employee performance and disciplinary matters

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

ATTACHMENT A to Annexure D - Memorandum of Understanding: Promotion Positions

This Memorandum of Understanding between Diocese of Lismore Catholic Schools Limited (the Employer) and the Independent Education Union of Australia (the Union) details the arrangements for Teachers appointed to promotion positions.

1. Coordinator positions

1.1. Primary Schools

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

Primary Schools							
Enrolments	General	Leader of Pedagogy	Leader of School Evangelisation/ Catechesis	Leader of Learning Technologies	Total Points	Second AP deduction	Adjusted Points
1-150	2	2*	1	-	5	n/a	5
151-200	2	2*	1	-	5	-3	2
201-250	3	2*	1	-	6	-3	3
251-300	4	2*	2	-	8	-3	5
301-400	4	2	2	-	8	-4	4
401-500	6	2	2	-	10	-4	6
501-600	6	2	2	-	10	n/a	10
601-700	8	2	2	1	13	n/a	13
700+	8	2	2	2	14	n/a	14

* Leader of Pedagogy role pro rata based on enrolments as outlined in **clause 2**.

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

1.2. Secondary Schools

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

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

- (b) Note this table does not include the positions of Assistant Principal, Assistant Principal Mission or Assistant Principal Learning & Teaching.
- (c) In secondary schools above 1,000 students, an Assistant Principal Pastoral Care will also be appointed.
- (d) In secondary schools where subject areas meet the requirement to allocate 3 promotion points, the model will generally be a 2 point coordinator plus a 1 point coordinator.

1.3. Promotion points

- (a) The number of Coordinator Positions required to be appointed will be calculated by allowing one promotion point for each Coordinator 1, two points for each Coordinator 2.
- (b) In general, any Coordinator Position within a school will not attract more points than the Leader of Catechesis and the Leader of Evangelisation positions.

- (c) If a Coordinator Position is unable to be filled or there is not a suitable candidate, the funding for that Coordinator Position shall be reallocated. The manner in which the funding is used will depend on school context and may include provision of additional resources or additional release time.
- (d) Where positions have been unable to be filled, schools will readvertise the following school year for the balance of the three-year appointment cycle.

2. Assistant Principal positions

The Diocese of Lismore Catholic Schools may require schools to apply a dual Assistant Principal model, appointing an Assistant Principal Learning & Teaching and an Assistant Principal Mission. The dual Assistant Principal roles will generally subsume coordinator points according to the size of the school.

- (a) Primary Schools:
 - Where the Leader of Pedagogy is 0.6 FTE or less, this role will be subsumed in any dual Assistant Principal model.
 - Leader of Pedagogy allocations for primary schools is as follows:

0-100	0.2 FTE
101-200	0.4 FTE
201-300	0.6 FTE
301-400	0.8 FTE
400+	1.0 FTE
 - In larger primary schools where Leader of Pedagogy is over 0.6 FTE, a separate Leader of Pedagogy role will continue.
- (b) Secondary Schools:
 - In secondary schools, a separate Leader of Curriculum and Leader of Pedagogy will exist.

3. Consultation

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

- (a) The local school context;
- (b) Actual and future school and students' needs;
- (c) Curriculum structure and requirements;
- (d) NESA requirements;
- (e) The results of a school improvement agenda or review and consultations with the Diocese;
- (f) Best management/organisation practices;

- (g) The need to recognise and remunerate added responsibility and work in curriculum, pastoral or administrative leadership;
- (h) Diocesan practice; and
- (i) Any other matter consistent with the identified needs of the school.

4. Appointment and induction

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

5. Appointment requirements

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

6. Performance review

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

7. Allocation of points (Primary & Secondary)

- (a) The number of promotion points allocated to a school will be based on the anticipated enrolment of the school at the commencement of the three-year cycle.
- (b) In general, adjustment of promotion points downwards will not occur during the three-year cycle. Normally where a school moves into a higher enrolment band appointment will be made for the balance of the three-year cycle.
- (c) A change to the leadership structure in a school may result in a re-allocation, deduction or

conversion of promotion points. For clarity, this sub-clause does not allow the number of promotion points to be reduced below those required by **paragraph 1.1(a) or 1.2(a)** of this Annexure, unless **sub-clause 1.3(c)** or **clause 2** of this Annexure apply.

- (d) Where a Principal varies the promotion structure in the school and this variation affects a current incumbent of a Coordinator Position then at least six months' notice must be given to those affected by the alteration of the promotion structure.

8. Secondary School points distribution

The following principles will apply for the distribution of points in a Secondary School:

- (a) Promotion points will be allocated wherever practicable to Key Learning Areas (KLAs).
- (b) Core subjects, including Religious Education, English, Mathematics and Science will have separate coordination. Coordination of other KLAs will be determined on the basis of need and extent of responsibility.
- (c) Larger KLAs such as Human Society and Its Environment (HSIE) and Technology and Applied Studies (TAS) may be coordinated as a whole or may be broken up into individual subject areas according to the needs of the school.
- (d) Where a Leader of Catechesis and/or a Leader of Evangelisation position/s exist in a school, positions may not be reallocated to another KLA.

9. Length of appointments

Appointments to Coordinator 2 will normally be for three years. Any appointment made within the three-year appointment cycle will be for the balance of the cycle.

Appointments to Coordinator 1 positions will be for one, two or three years, however any appointment must conclude at the end of the three-year appointment cycle.

This Memorandum of Understanding will come into effect from the commencement date of the NSW and ACT Catholic Systemic Schools Enterprise Agreement 2025 and will remain in force whilst this Enterprise Agreement remains in force. This Memorandum of Understanding may be amended or replaced during its term with the agreement of the Employer and the Union.

I hereby agree to adhere to the conditions and contents of this Memorandum of Understanding.

Authorised officer's name and signature:

Diocese of Lismore Catholic Schools Limited

.....
Name: Adam Spencer

Position: Director of Catholic Schools

Independent Education Union of Australia

.....
Name: Carol Matthews

Position: Secretary, NSW/ACT Branch

ANNEXURE E - Other conditions of employment applicable to Teachers employed by the Trustees of the Roman Catholic Church for the Diocese of Maitland-Newcastle; trading as the Diocese of Maitland-Newcastle Catholic Schools Office (MNC SO)

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

Promotion positions

1. Statement of Principles

- (a) To meet the changing educational and pastoral needs of students the concept of flexibility needs to underpin the determination of promotion positions within a given school.
- (b) Teachers who undertake extra responsibilities above a normal teaching load need to be justly compensated for these duties. Accordingly, the determination of promotion points will be guided by the concept of equitable workloads and levels of responsibility.
- (c) While final decisions on the allocation of promotion positions remain with the Principal, consultation processes need to be established to include Teachers and executive.

2. Definitions – positions of special responsibility

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

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

(b) Secondary

The following definitions apply in lieu of the corresponding definitions contained in **subclause 20.3** of this Agreement.

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

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

3. Secondary Schools

- (a) The minimum number of promotions points required to be appointed in Secondary Schools will be determined in accordance with the points as set out in the following tables. One point will be calculated for each full-time position of Coordinator 1, two points for each full-time position of Coordinator 2 and three points for each full-time position of Coordinator 3. An Assistant Principal is calculated as seven points. Provided however, no school will be entitled to a lesser number of points than applied under the corresponding provisions of the Previous Agreement.

Table 1 Point Allocation for Executive, Administration & Wellbeing Supervision		
		Enrolment threshold to trigger allocation (Note C)

Purpose of Allocation (Note A)	Coordinator Point Allocation per stage	Stage 4 (Years 7 & 8)	Stage 5 (Years 9 & 10)	Stage 6 (Years 11 & 12)
Executive & Administrative Leadership	1 point	100	80	70
School Improvement Leadership (Learning & Wellbeing)	4 points (see Note B below)	450	450	250
Wellbeing Supervision (Leaders of Wellbeing)	1 point	65	55	45

Note A: The purpose of the allocation is nominated in Table 1 to demonstrate in general terms the nature of the allocations and why the point allowance has been made. Each Principal has discretion in the titling of roles and allocation of points to achieve the Executive, Administration and Wellbeing Supervision objectives, noting the points allocated to an Assistant Principal (7 pt base allocation) roles must be provisioned from the cumulative points allocation.

Note B: A minimum allocation of 3 points per stage is available to all Secondary Schools for School Improvement Leadership (Learning and Wellbeing) regardless of whether the stage enrolment numbers meet the threshold.

Note C: The threshold is to be considered cumulatively and each stage is calculated to include a decimal point (single decimal point). The result of the calculation for each stage at a school, including the decimal point, are added together and the total allocation is determined, rounded up to the nearest whole Coordinator point (regardless of the decimal point).

Example:

<i>Enrolments @ Example School</i>	210	260	150	<i>Points Allocation</i>
<i>Executive & Administrative Leadership</i>	$210/100=2.1$	$260/80=3.3$	$150/70= 2.1$	<i>Total = 7.5 Therefore 8 points allocated</i>

<i>School Improvement Leadership (Learning & Wellbeing)</i>	3	3	3	9
<i>Wellbeing Supervision (Leaders of Wellbeing)</i>	$210/65=3.2$	$260/55=4.7$	$150/45=3.3$	<i>Total = 11.2 Therefore 12 points allocated</i>

Note D: Enrolment numbers to make allocations is based on the projected enrolments for the following year as agreed between the Principal and the Catholic Schools Office as a reasonable projection of enrolment at the time of preparing the budgets for the following year. Once allocations are set, positions will be determined and recruited where necessary and increases in enrolments post that period may result in an increase in allocated points. However, a decrease in enrolments that would otherwise result in a change to allocation of 3 or less points will not trigger a change in point allocation for that enrolment year.

Table 2 Point Allocations for Studies Supervision						
	Total Enrolment of School					
	<400	401-600	601-800	801-1000	1001-1200	>1200
7-10 School	35	40	45	50	55	60
7-12 School	25	30	37	43	50	57

Note A: 1 point is allocated per indicated number of enrolments for the size of the school. That is, the points available for studies supervision are calculated by:

Total school enrolments divided by the number within band above, rounded to the nearest whole point.

So, for a school with 650 enrolments: points = 650 divided by 37 = 17.57, therefore 18 points are available.

Note B: The provisions of Table 2 above operate in conjunction with and not additional to **subclause 20.7** of this Agreement and the number of promotions position must meet the provisions of both **subclause 20.7** and **clause 3** of this Annexure. Provided further, **subparagraph 20.7 (e)** shall apply in relation to an area of instruction where coordination of in excess of 108 hours per week is required, whether or not an area of instruction coordinated by a Coordinator consists of one or more subjects.

(b) In addition to the minimum number of Coordinators required to be appointed

in accordance with **paragraph 3 (a)** above, the following schools shall appoint a VET Coordinator, with the number of points as set out below:

School	Vet Coordinator
St Joseph's High School, ABERDEEN	2 point
St Paul's Catholic College, BOORAGUL	2 point
St Mary's Catholic College, GATESHEAD	2 point
St Francis Xavier's College, HAMILTON	3 point
St Joseph's College, LOCHINVAR	2 point
All Saints' Catholic College, MAITLAND	2 point
St Catherine's Catholic College, SINGLETON	1 point
St Clare's High School, TAREE	2 point
St Bede's Catholic College, CHISHOLM	2 point
Catherine McCauley Catholic College, MEDOWIE	3 point

(c) Release Time in Secondary Schools

As a minimum in Secondary Schools, a Coordinator 1 will be entitled to 0.1 FTE release time, a Coordinator 2 will be entitled to 0.2 FTE release time and a Coordinator 3 will be entitled to 0.3 FTE release time. An Assistant Principal will be entitled to a minimum of 0.7 FTE release.

4. Primary Schools

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

Enrolment	Primary Coordinators	Learning Technologies Coordinator	Learning Support Coordinator
9-14 classes	1 x Coordinator 2		

15-20 classes Schools that have 14 classes and >401 enrolments will be treated as a 15 class school	2 x Coordinator 2		1 x Coordinator 1 (not timetabled to teach)
21+ classes	3 x Coordinator 2	1 x Coordinator 2	1 x Coordinator 1 (not timetabled to teach)

(b) Allocation of Assistant Principals for Primary School

An Assistant Principal will be appointed to all schools except those with fewer than five classes.

(c) Release Time for Promotions Positions in Primary Schools

Assistant Principals are entitled to release in accordance with the following table:

NUMBER OF CLASSES	ASSISTANT PRINCIPAL RELEASE
5 - 13	0.3 FTE
14 - 19	0.4 FTE
20+	0.5 FTE

(d) In addition to the minimum number of Coordinators required to be appointed in accordance with **paragraph 4(a)** above, Religious Education Coordinators shall be appointed as Coordinator 3 and will be entitled to release time in accordance with the following table:

NUMBER OF CLASSES	REC RELEASE
1 - 13	0.3 FTE
14 - 19	0.4 FTE
20+	0.5 FTE

(e) Coordinators (other than REC noted above) will receive release at 0.1 FTE.

5. Schools with Primary and Secondary enrolments

Where there is a school with both primary and secondary enrolments, the total number of promotion position points required to be allocated will be not less than the number determined on the basis of the respective primary and secondary enrolments as set out above, but the specific allocation will be determined by the Principal, following

consultation with staff.

6. Allocation of discretionary points (Secondary and Primary)

The number of promotion positions at a school will be reviewed by the Employer on an annual basis according to the enrolment at the school. Where a school has points in excess of mandatory requirements as set out in this Annexure or pursuant to **subclause 20.7** of this Agreement, the points will be allocated by the Principal, following consultation with staff.

7. Variation of Coordinator positions

Where a Principal, after consultation with staff, seeks to vary the promotion structure in the school and this variation affects a current incumbent of a promotion position then where possible at least 12 months' notice will be given to those other than temporary appointments affected by the alteration of promotion structure. The following procedure will apply:

- (a) During that period, the Principal will discuss this matter with any incumbent who is affected by the alteration.
- (b) If the matter is not resolved at this level the Teacher may refer this matter to the Union Chapter representative or fellow staff member who will discuss this matter with the Principal.
- (c) If the matter remains unresolved, and it is deemed appropriate by the employee, it will be referred to the NSW/ACT Branch Secretary of the Union or his/her nominee, who will discuss the matter with the Director of the Catholic Schools Office, or his/her nominee.
- (d) If less than 12 months' notice is given of an intention by the Employer to terminate a promotion position due to a restructure, or changes in enrolments or (in a secondary school) change in hours of tuition in a particular subject area, the Teacher holding such position, provided the position is not temporary, will be entitled to salary maintenance. This maintenance will be at the rate of pay applicable from time to time to the promotion position held by the Teacher. This will continue until the end of the 12-month period from the date he or she received notice of the termination of the position, provided the Teacher remains employed by the Employer during this period.
- (e) **Paragraph 7(d)** will apply in situations where a position is reduced; for example when a 3 point Coordinator's position is reduced to a 2 point Coordinator's position or when a 2 point Coordinator's position is reduced to a 1

point Coordinator's position.

- (f) **Paragraph 7(d)** will not apply where the Teacher was advised at the time of appointment that the Coordinator's positions were for a specific purpose and it was expected that the appointment would not be renewed.
- (g) In Primary Schools where enrolments have increased for the August census, such that there is an entitlement to an additional Coordinator position, an additional Coordinator will be appointed from the commencement of the following school year. Where the Employer forms the view that it may be unlikely that the enrolment will be maintained at that level, then the Coordinator appointment may be for one year only. When the position is advertised those who apply will be told the reason as to why the appointment will be for the one year.

8. Assistant Principals – Variation of enrolment

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

9. Appointment of promotion positions

- (a) Teachers successful in promotion position applications will receive a contract of employment. The school of appointment will be responsible for providing a detailed job description.
- (b) Appointment to a promotion position will be on an ongoing basis unless:
 - (i) the Teacher is appointed on an acting basis to replace a Coordinator or Assistant Principal on leave or secondment; or

- (ii) the Teacher is appointed following the resignation or termination of a Coordinator or Assistant Principal during a school year and the position will be re-advertised at the end of the school year; or
- (iii) the Coordinator position relates to a new program or initiative funded by the Employer which is not of an ongoing nature; or
- (iv) there are other special circumstances advised to the Teacher at the time he or she is appointed to the promotion position.

In the case of appointments pursuant to **subparagraph 9(b)(i)**, the period of appointment will be for the duration of the leave or secondment. In the case of **subparagraph(b)(ii)**, the appointment will be to the end of that school year.

In the case of appointments pursuant to **subparagraph 9(b)(iii)** above, the period of such appointment will not exceed two years, provided that the Employer, the Union and the Teacher may agree to extend the temporary period of appointment beyond two years for a further year. The Union will not withhold its consent unreasonably. Appointments pursuant to **subparagraph 9(b)(iv)** above will not exceed one year.

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

10. Support for provisionally and conditionally accredited (Graduate) Teachers

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

Teachers.

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

Full time Teachers in their initial year of service will be provided with release of 0.075 FTE (15 days per year) for the Teacher and 0.025 FTE (5 days per year) for the full time mentor. Allocation of release will be pro rata for part-time Teachers. This time will be provided on a regular timetabled basis as part of the staffing allocation for the school. Release time will only be available until the Teacher attains Proficient level and time not used in the first year may be used in the second year, particularly in the case of a Teacher whose service has been part-time or has consisted of temporary blocks.

In addition to the above release for Graduate Teachers, the Employer will provide four annual professional learning days to those Graduate Teachers to support them in achieving their accreditation and classroom practice, for the first two years of teaching. This opportunity also provides for collaboration and networking.

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

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

11. Counselling services

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

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

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

12. Patterns of organisation and teaching

Where significant change to existing custom and practice is sought, Principals will consult with staff, community and the Union chapter as appropriate at an individual school level. Any disputes in relation to the proposed changes will be dealt with in accordance with **Clause 45 - Dispute Resolution Procedures** of this Agreement.

13. Remote schools discretionary leave

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

14. Redeployment

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

15. Redundancy

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

16. Long service leave

In addition to the provisions of **Clause 0 – Long Service Leave** of this Agreement, the following specific long service leave provisions will apply to Teachers in the Diocese of Maitland-Newcastle:

- (a) **Paragraph 40.5(c)** of this Agreement will apply; however, a Teacher will only be required to give adequate notice to allow for replacement staff to be employed if applicable.

17. Long service leave and leave without pay arrangements

Employees are able to request via a leave form, one week of leave without pay and one week of long service leave, for a minimum period of ten weeks (or less than 10 weeks where the Principal agrees). The leave without pay will not count as service for any purpose. An Employee should apply to their principal who will consider the application in line with meeting operational requirements.

Any combination of Long Service Leave and Leave without pay will result in **Clause 36 -Annual Adjustment of Salary** being applied to the Employee.

ATTACHMENT A to Annexure E – Other conditions of Employment applicable to Teachers employed by MNC SO

Redeployment

1. Purpose

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

2. Scope

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

3. Definition

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

4. Guiding principles

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

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

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

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

Special efforts will be made to ensure this procedure does not impact negatively on

remote schools - for example if a requirement for the redeployment position is experience in a specific year or subject and a teacher from a remote area has only general experience due to the smaller school size.

The redeployment process will be conducted in a timely manner. The right of all parties to confidentiality will be observed.

5. Responsibilities

The Trustees of the Diocese of Maitland-Newcastle is the employer of all staff engaged in systemic schools within the Diocese.

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

Head of Catholic Schools and Shared Services People & Culture

The Head of Catholic Schools, in conjunction with Shared Services People & Culture, is responsible for communicating, administering and managing this procedure with staff.

They will ensure that in schools where staffing reductions occur that all staff, especially those who might be affected, are appropriately informed and consulted throughout the redeployment process. In relation to the consultation it will be conducted in accordance with this Agreement.

The Employer will ensure that there is an examination of schools' needs conducted by the Principal, including of timetables and available release work, to establish whether such redeployment can be avoided or diminished.

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

6. Process for redeployment

- (a) When it becomes evident that redeployment is necessary in a school, People & Culture will ensure that the Principal, the staff and the Independent Education Union of Australia (IEUA) are informed.
- (b) If redeployment is necessary in a particular school, teachers will be informed of the processes to be observed.
- (c) The Head of People & Culture will instruct some or all Principals not to employ staff until all teachers to be redeployed have appropriate positions.

- (d) If redeployment is necessary in a particular school, teachers in the affected area will be invited to volunteer for redeployment without prejudice. Teachers may elect to seek the advice and support of the Independent Education Union in this process. Staff members interested will be advised of relevant permanent and, if necessary, temporary vacancies. Teachers who volunteer for redeployment do so on the understanding that they have priority in the staffing process.
- (e) If the number of volunteers is insufficient to resolve the redeployment need the following will apply:
 - (i) Where the need for redeployment is as a result of a staff member standing down from a promotional or managerial position, then usually this teacher will be the one redeployed to a relevant, permanent and, if necessary, temporary vacancy.
 - (ii) People & Culture and the Head of Catholic Schools (in consultation with the Principal), will determine the criteria for the selection of a teacher to be offered redeployment to a relevant, permanent and if necessary, temporary vacancy. Such selection criteria will be based on the needs of the school.
- (f) In order to assist redeployment, teachers to be redeployed will be requested to provide the Head of People & Culture with a summary of their experience and qualifications and an indication of their preference(s) for placement.
- (g) The Head of People & Culture will, on behalf of the Head of Catholic Schools, make an offer of positions, if available, to each teacher to be redeployed. If possible, where there is more than one position available, these offers will be made simultaneously, and will take into account the indications of preferences in **clause (f)** above.
- (h) The teacher, after receiving offers, will be required to notify the Head of People & Culture in writing of the acceptance or rejection of the offer within two working days of the offer being made.
- (i) If a permanent employee is offered and accepts a temporary position as a redeployment option, at the conclusion of the temporary vacancy the teacher will be advised of relevant permanent and, if necessary, temporary vacancies.
- (j) In the event of offers of redeployment being rejected by the teacher, there is no

further obligation on the Diocese for redeployment of the teacher and the redundancy policy could be invoked. However, this does not preclude the Diocese from informing the teacher of possible alternative placements at a later date.

- (k) If a teacher disputes the process in a given situation, the teacher may request that the Head of Catholic Schools reviews the process (in accordance with the process set out above). Any such request shall be made within three working days and a teacher may seek the support of the IEU.

7. Removal expenses

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

8. Legislative/Professional Guidelines

Fair Work Act 2009 (Cth)

Work Health and Safety Act 2011 (Cth)

Work Health and Safety Act 2011 (NSW)

ATTACHMENT B to Annexure E – Other conditions of Employment applicable to Teachers employed by MNCSO

Redundancy

This clause operates in addition to the provisions of **Clause 46 - Consultation Regarding Major Workplace Change** and **Clause 44 - Redundancy Pay** in relation to Teachers employed by MNCSO.

1. Redundancy pay

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 44.2 and 44.3**), 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):

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

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

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

2. Rate of pay

- (a) Remuneration payments will be determined in terms of the salary of the Teacher at the date of redundancy.

- (b) Payments will be taxed in accordance with the prevailing legislation. Concessional rates of tax may be available pursuant to the legislation. This is not available for payment made as compensation for loss of hours.

3. Further assistance

Where requested, a Teacher under notice of retrenchment will be provided with the following assistance:

- (a) Up to five days of paid leave will be granted for the purpose of seeking alternative employment, obtaining career advice and financial advice on the management of redundancy payments; and
- (b) A sum, not exceeding \$1,500, will be provided to allow the Teacher to access advice from a financial advisor or from a careers counsellor to assist them. Any advice received and accepted by the Teacher will be between the Teacher and the advisor or counsellor and the Employer will not be liable for any damages arising from the Teacher acting on such advice.

4. Further employment

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

5. Compensation for loss of hours

A teacher who accepts a reduction in hours will receive compensation for loss of hours and a pro-rata payment will be made in accordance with **clause 1 – Severance Pay** of this annexure. The effect of this provision will be to only apply compensation for loss of hours from the date the employee commenced working those hours.

For example, Employee X commenced employment on 1 January 2024 at 0.7 FTE. On 1 January 2025, employee X's hours of work increased to 0.9 FTE however on 1 January 2026, employee X's hours were reduced to 0.8 FTE. As such, employee X would be entitled to compensation for loss of 0.1 FTE for the period 1 January 2015 to 1 January 2026 only.

ANNEXURE F - Other conditions of employment applicable to Teachers employed by Sydney Catholic Schools Ltd atf the Sydney Catholic Schools Trust (SCS)

These provisions will apply to Teachers employed by Sydney Catholic Schools (the Employer), in addition to the provisions of this Agreement except where those provisions are expressly varied by this Annexure.

1. Principles of employment

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

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

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

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

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

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

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

2. Financial assistance for Teachers acquiring qualifications in Religious Education

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

3. Resourcing of Systemic Schools

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

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

4. Patterns of organisation and teaching

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

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

5. Co-curricular duties of Teachers

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

6. Quality in Schools

6.1. Performance Development Plans

Performance Development Plans (PDP) are an ongoing process of goal-setting and review, aimed at the continuing development of leadership/management, and teaching and learning practices within a school. It contains elements of both development and accountability. The parties recognise and acknowledge that PDPs for Teachers will be part of ongoing professional development for Teachers, leading to an enhancement of the quality of teaching and learning

6.2. School review and improvement

The Employer engages in a structured cycle of self-review and strategic planning to enhance student outcomes through an evidence-based school improvement framework. This process is documented annually in the Annual Improvement Plan and every four years in a Strategic Plan. An external team conducts an Inquiry and Review of the school's improvement journey every four years, providing feedback and direction to inform the school's strategic priorities.

6.3. Registration and accreditation

Under the *Education Act 1990* (NSW), the Employer 'as the Proprietor' is responsible for ensuring the registration of schools and compliance with the requirements for Registration and Accreditation

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

7. Professional development

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

- changes to curriculum;
- broad community expectations of schools,
- Employer policy initiatives;
- Government requirements, including NESA

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

8. Promotion positions

8.1. Primary Schools (including K-6 of a school offering years of schooling beyond K-6 only)

(a) Length of Appointments (except acting appointments)

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

Notwithstanding the above, during the life of this Agreement the Employer may offer appointments to Coordinator positions (Coordinator 1, 2 or 3) on a permanent basis. If the Employer proceeds with implementing permanent Coordinator positions, further guidance will be provided, and consultation with the Union will occur in accordance with clause 43 of the Enterprise Agreement.

Appointments to promotion positions on an acting basis are excluded from the provisions of this subclause and will be limited to the duration the teacher is acting.

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

The following points table will apply to primary schools (including K-6 of a school offering years of schooling beyond K-6 only) as referred to in subclause **20.8** of this Agreement.

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

A school's entitlement to promotions points in any year is determined by that school's official enrolment in K-6 as determined by the previous year's census figure.

For clarity, Assistant Principals, Religious Education Coordinators, and Instructional Specialists are not considered to be 1, 2, or 3 Point Coordinators, and the appointment of these positions is in addition to the points table set out above.

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

(i) Flexibility in Primary Schools

the following flexible arrangements may apply:

(A) Schools of 101 - 200

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

(B) Schools over 400

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

(c) Primary School Coordinator Definitions

For the purposes of this subclause 8.1, the following definitions apply to Coordinator positions in Primary Schools in lieu of the definitions contained in **subclause 20.3** of this Agreement:

- (i) A 'Coordinator 1' in a Primary School means a Teacher appointed to be responsible for tasks of an ongoing, 'maintenance' nature, or which have a limited life-span, or in which the guidance of an executive member is available.
- (ii) A 'Coordinator 2' in a Primary School means a Teacher with the responsibility for significant school activities involving a range of staff groups. Such a Teacher would be responsible for initiating, planning, implementing and evaluating these projects and for ensuring the appropriate involvement of staff in the various stages of the projects. Teachers with the status of Coordinator 2 would be actively involved in staff development and Teacher supervision and in the development and implementation of curriculum in the school.
- (iii) A 'Coordinator 3' in a Primary School means a Teacher with the responsibility for major school programs or initiatives. Such programs may involve the whole school community including staff, students, parents, clergy and the wider school community. A Teacher with the status of Coordinator 3 might be responsible for the overall staff development program, including Teacher supervision, or for the overall coordination of curriculum development, implementation and evaluation in the school.

8.2. Secondary Schools (including 7-12 of a school offering years of schooling beyond 7-12 only)

(a) Length of Appointments (except acting appointments)

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

Notwithstanding the above, during the life of this Agreement the Employer may offer appointments to Coordinator positions (Coordinator 1, 2 or 3) on a permanent basis. If the Employer proceeds with implementing permanent Coordinator positions, further guidance will be provided, and consultation with the Union will occur in accordance with clause 43 of the Enterprise Agreement.

Appointments to promotion positions on an acting basis are excluded from the provisions of this subclause and will be limited to the duration the teacher is acting.

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

The following points table will apply to systemic secondary schools (including 7-12 of school offering years of schooling beyond 7-12 only) of the employer as referred to in subclause **20.8** of this Agreement.

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

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

For clarity, Assistant Principals, Religious Education Coordinators, and Instructional Specialists are not considered to be a 1, 2, or 3 Point Coordinator, and the appointment of these positions is in addition to the points table set out above.

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

8.3. Coordinator points

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

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

8.4. Religious Education Coordinators allowances

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

Religious Education Coordinator Primary Level 1	Annual Allowance from ffpp on or after 9/10/2024 (\$)	Annual Allowance from ffpp on or after 9/10/2025 (\$)	Annual Allowance from ffpp on or after 9/10/2026 (\$)
LEVEL 1 (1-250 STUDENTS)	21,999	22,659	23,339
LEVEL 1 (251-400 STUDENTS)	24,441	25,174	25,929
LEVEL 1 (400+ STUDENTS)	29,327	30,207	31,113
	Fortnightly Allowance from ffpp on or after 9/10/2024 (\$)	Fortnightly Allowance from ffpp on or after 9/10/2025 (\$)	Fortnightly Allowance from ffpp on or after 9/10/2026 (\$)
LEVEL 1 (1-250 STUDENTS)	843.80	869.11	895.18
LEVEL 1 (251-400 STUDENTS)	937.46	965.59	994.55
LEVEL 1 (400+ STUDENTS)	1,124.88	1,158.62	1,193.38

Religious Education Coordinator Secondary Level 1	Annual Allowance from ffpp on or after 9/10/2024 (\$)	Annual Allowance from ffpp on or after 9/10/2025 (\$)	Annual Allowance from ffpp on or after 9/10/2026 (\$)
LEVEL 1 (1-300 STUDENTS)	21,999	22,659	23,339
LEVEL 1 (300+ STUDENTS)	29,327	30,207	31,113
	Fortnightly Allowance from ffpp on or after 9/10/2024 (\$)	Fortnightly Allowance from ffpp on or after 9/10/2025 (\$)	Fortnightly Allowance from ffpp on or after 9/10/2026 (\$)
LEVEL 1 (1-300 STUDENTS)	843.80	869.11	895.18
LEVEL 1 (300+ STUDENTS)	1,124.88	1,158.62	1,193.38

Religious Education Coordinator Level 2	Annual Allowance from ffpp on or after 9/10/2024 (\$)	Annual Allowance from ffpp on or after 9/10/2025 (\$)	Annual Allowance from ffpp on or after 9/10/2026 (\$)
LEVEL 2 PRIMARY AND SECONDARY	19,552	20,139	20,743

	Fortnightly Allowance from ffpp on or after 9/10/2024 (\$)	Fortnightly Allowance from ffpp on or after 9/10/2025 (\$)	Fortnightly Allowance from ffpp on or after 9/10/2026 (\$)
LEVEL 2 PRIMARY AND SECONDARY	749.96	772.46	795.63

Assistant REC	Annual Allowance from ffpp on or after 9/10/2024 (\$)	Annual Allowance from ffpp on or after 9/10/2025 (\$)	Annual Allowance from ffpp on or after 9/10/2026 (\$)
	9,779	10,072	10,375
	Fortnightly Allowance from ffpp on or after 9/10/2024 (\$)	Fortnightly Allowance from ffpp on or after 9/10/2025 (\$)	Fortnightly Allowance from ffpp on or after 9/10/2026 (\$)
	375.08	386.34	397.93

Youth Ministry Coordinator	Annual Allowance from ffpp on or after 9/10/2024 (\$)	Annual Allowance from ffpp on or after 9/10/2025 (\$)	Annual Allowance from ffpp on or after 9/10/2026 (\$)
	9,779	10,072	10,375
	Fortnightly Allowance from ffpp on or after 9/10/2024 (\$)	Fortnightly Allowance from ffpp on or after 9/10/2025 (\$)	Fortnightly Allowance from ffpp on or after 9/10/2026 (\$)
	375.08	386.34	397.93

9. Redeployment

9.1. Purpose

The provisions of this clause set out the agreed procedures to be followed by the Employer in instances of school restructures, school closures or reductions in staffing due to declining enrolments, in addition to the provisions of Clause 41 - Redundancy Pay, Clause 43 – Consultation Regarding Major Workplace Change, and Clause 44 - Consultation about Change to Regular Roster or Ordinary Hours of Work of this Agreement.

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

Redeployment is an Employer-wide process and is not based on geographic regions or networks.

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

9.2. Consultation

Consultation will be in accordance with the relevant consultation provisions within the Enterprise Agreement.

9.3. Offers of alternative employment

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

- (a) These alternative positions will be offered in the following order:
 - (i) a mutually acceptable alternate teaching position within the same school;
 - (ii) where no such position can be found, a similar position at another school of the Employer.

- (b) When Teachers are redeployed to another school of the Employer, the following conditions will apply:

The Teacher may provide to the Employer a list of preferred schools and geographic areas:

- (i) where an appropriate vacancy exists at any school, the Employer will negotiate with the Principal to arrange an interview. The Principal will be advised that the Teacher is subject to the redeployment procedures;
- (ii) all other things being equal, any suitable vacant position at such schools will be offered first to the affected Teacher. Where there is more than one affected Teacher seeking the same position, the Principal will interview both Teachers. Applicants will be advised that more than one redeployed Teacher is seeking the position;
- (iii) at the same time as the Teacher may be actively pursuing positions of his/her choice external to the Employer, the Employer will explore suitable vacancies notified by Principals in an attempt to find a suitable placement;
- (iv) where the Teacher is not being successful in securing a position through the normal process of application and where no suitable vacant position exists or becomes available in accordance with the list provided by the Teacher in subparagraph 9.3(b)(i), the Employer will confer with the Teacher with a view to finding a suitable position, pursuant to subparagraph 9.3(b)(iv).

Where the affected Teacher feels that offers made by the Employer in accordance with subparagraph 9.3(b)(iv) are unacceptable, the Employer will confer with the Union and the Teacher in an effort to resolve the matter;

- (v) providing that, where they exist, there are at least two suitable vacant positions offered to the Teacher, whether offered pursuant to subparagraphs 9.3(b)(i), (iii) or (iv), the Teacher may refuse up to two positions, on the grounds of unsuitability to the Teacher. However, all other things being equal, there would be an expectation that the affected Teacher would accept the first offer of a position;
- (vi) where two vacant positions deemed suitable by the Employer are offered to a Teacher affected by redeployment and neither offer is accepted, the Employer may place the Teacher in either one of the two positions offered;
- (vii) where any offer of a position is made, the Teacher must accept or decline the offer by the morning of the third school day following the day of offer.

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

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

10. Restructuring and promotion positions

10.1. Restructuring including closures, amalgamations, the addition of Years 11 and 12 to a 7-10 school and the like

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

10.2. Restructuring in a situation of declining enrolments

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

11. Appointment/performance review/re-appointment of Coordinators

11.1. Appointment

- (a) Each Teacher in a promotion position will receive a Letter of Appointment to this position which will set out the duties to be performed by the Teacher in the school and the period of appointment. Consistent with paragraphs 8.1(a) and 8.2(a) of this Annexure, the initial appointment is for two years and second and subsequent appointments are for three years, subject to subclause 11.4 below. The Employer has provided a generic role description to schools to assist in this process.
- (b) Each Teacher appointed to a promotion position will be inducted into that position and will be informed of professional expectations and duties.

11.2. Performance review/re-appointment

- (a) Where the Teacher is appointed to the position on a temporary basis, satisfactory performance will lead to the offering of subsequent appointments to Coordinators unless the position is to be:
 - (i) abolished, in which case subclause 10.1 will apply, or
 - (ii) Extended in accordance with subclause 11.4, 'One year provisional appointment'

11.3. Three-year reappointment

Where a Coordinator is reappointed to his/her position for a further three years, they will receive a further letter of appointment.

If the Employer is not intending to reappoint a Coordinator for a new three-year term, the basis for this intention should be discussed with the Coordinator as early as possible and prior to the end of the contractual period

11.4. One-year provisional appointment

If a Coordinator is not meeting the expectations of the role, the appointment period will be extended for one year on a provisional basis for specified areas of concern to be addressed through the Employer's Performance Improvement Guidelines.

Where areas of concern have not been addressed to the satisfaction of the Principal within the additional year, a further appointment will not be made.

12. Adherence to published school calendar

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

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

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

13. Performance improvement guidelines

The Employer, in consultation with the IEU, has developed Performance Improvement Guidelines (the 'Guidelines'). During the life of this Enterprise Agreement, the Employer will consult with the IEU before making any changes to, or replacing, the Guidelines.

14. Long service leave

In addition to the provisions of **Clause 0 - Long Service Leave** of this Agreement, the following specific long service leave provisions will apply to Teachers.

14.1. Long service leave in short blocks

Long service leave in short blocks is granted, pursuant to **paragraph 40.5(g)** of this Agreement, subject to the following conditions:

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

14.2. Long service leave at half pay

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

14.3. Part-time Teachers – compression

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

ANNEXURE G - Other conditions of employment applicable to Teachers employed by the Trustees of the Roman Catholic Church for the Diocese of Wagga Wagga (CEDWW)

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

1. Promotion positions

- (a) For the purposes of this **Annexure G**, a promotion position will mean a 1, 2 or 3 Point Coordinator (including a Religious Education Coordinator) or Assistant Principal.
- (b) The minimum number of promotions points required to be appointed in a Secondary Department will be determined in accordance with the points as set out in the following table:

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

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

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

three points for each Coordinator 3.

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

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

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

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

- (d) Where the promotion structure is varied in the school and this variation affects a current incumbent of a promotion position then at least one term of notice must be given to those affected by the alteration of the structure of promotion positions.
- (e) Each Teacher appointed to a promotion position will receive a letter of appointment to this position which will set out the duties to be performed by the Teacher in the school and the period of appointment.
- (f) Each Teacher appointed to a promotion position will be inducted into that position, in accordance with the Employer's policies and procedures.
- (g) The initial appointment to a promotion position will be for a period of three years for 2 and 3 Point Coordinators and Assistant Principals. Appointment of 1 Point Coordinator may be for the purposes of undertaking a project/s associated with the Annual Improvement Plan (AIP), to assist another Coordinator in a curriculum area or for any other reason. A 1 Point Coordinator may be appointed for a period of not

less than one year but may be appointed for up to three years.

- (h) Each Teacher appointed to a promotion position will engage in a diocesan development process over the period of their tenure. Following the completion of a diocesan development process and subject to the maintenance of the position, a further three year appointment will be offered for the 2 and 3 Point Coordinators and Assistant Principals. If the position is not maintained because of a restructure, then the provisions of **Clause 1 (d)** of this Annexure and of **Clause 46 - Consultation regarding Major Workplace Change** of this Agreement apply.
- (i) The above procedure is separate to, and will not prevent the Employer instituting, during a period of appointment, a performance management process where necessary.
- (j) Any Teacher required by the school to act in a promotion position for at least ten consecutive school days will be paid for so doing at the rate prescribed for that position, provided that a Teacher will not be required to carry out such duties in a relieving capacity for more than 52 weeks. A Teacher may be employed in a promotion position for a specific period in excess of a full school year but not more than two full school years where such a Teacher is replacing a Teacher who is on leave for a period in excess of a full school year or replacing a Teacher on secondment to another position.

ANNEXURE H – Other conditions of employment applicable to Boarding House Services Employees employed by the Trustees of the Roman Catholic Church for the Diocese of Wagga Wagga (CEDWW)

1. Classifications

1.1. Boarding House Services Employees – Classifications

- (a) Boarding House Services Employees must be classified according to the following structure set out in this clause.
 - (i) **Level 1 – Boarding House Assistant** means an Employee who undertakes basic duties to assist the person in charge of the boarding house in the daily routines involving the care of students and the general functions of the boarding house.
 - (ii) **Level 2 – Senior Boarding House Assistant** means an Employee who carries out the duties of a Level 1 Employee but, while actively on duty, may deputise as required from time to time for the person in charge of the boarding house.
 - (iii) **Level 3 – Boarding House Supervisor, Manager or Coordinator** means an Employee who is responsible for the management of a boarding house and has a significant concern for the welfare of the students. Duties include the maintenance of effective communication with the parents of students and the supervision of other staff covered by this Agreement in the boarding house.

2. Hours of work

- (a) The provisions of this clause apply to Boarding House Services Employees in lieu of the provisions of **Clause 27 - Hours of Work for General Employees** of this Agreement.
- (b) The ordinary hours of work for a full-time Boarding House Services Employee are 38 hours per week, averaged over two or four term weeks.
- (c) A part-time Boarding House Services Employee will be engaged to work less than 38 ordinary hours per week, or less than 38 hours per week averaged over two or four term weeks.

- (d) The ordinary hours of work for a casual Boarding House Services Employee will be a maximum of 38 hours per week, averaged over two or four term weeks.
- (e) A Boarding House Services Employee will work their ordinary hours of work as part of a shiftwork arrangement in accordance with **clause 3** of this Annexure.
- (f) Ordinary hours will be worked on no more than five days in any seven days.
- (g) A full-time or part-time Boarding House Services Employee must not work during periods when students are not in residence at the boarding house, other than minor administrative duties or incidental boarding house duties immediately before the arrival or immediately following the departure of students.
- (h) A Boarding House Services Employee rostered on duty during mealtimes will be entitled to a meal and sufficient time to have the meal. The mealtime will be counted as time worked.

3. Shiftwork

3.1. Shift Definitions

“Day Shift” is a shift that starts and finishes within the span of 6am to 6pm Monday to Sunday.

“Afternoon Shift” is a shift which is not a day shift and finishes after the ordinary hours for a day shift and at, or before, midnight.

“Night Shift” is a shift which is not a day shift and finishes after midnight and at or before 6.00 am.

“Broken Shift” is a rostered shift with two periods of duty. A broken shift has a minimum payment of two hours for each period of duty.

3.2. Ordinary Hours for shiftwork

The ordinary hours for shift work will:

- (a) be worked continuously each shift (except for broken shifts and meal breaks);
- (b) not exceed 10 hours, inclusive of a meal break in any single shift;
- (c) be rostered according to the provisions of **subclause 3.3** of this Annexure; and
- (d) Boarding House Staff Employees must not be rostered to work a permanent Night Shift.

3.3. Rostering of shiftwork

- (a) The Employer will prepare a roster showing the Boarding House Services Employees' names and start and finish times.
- (b) The Employer will display the roster in a convenient place that Boarding House Services Employees can access for at least seven days before the roster commences.
- (c) The Employer may roster a Boarding House Services Employee to work on a Saturday or Sunday.
- (d) The Employer may ask a Boarding House Services Employee to work on a public holiday consistent with section 114 of the Act and **Clause 34 – Public Holidays** of this Agreement.
- (e) The Employer may alter a roster at any time if the Boarding House Services Employee agrees.
- (f) The Employer may alter the roster with seven days' notice.
- (g) Notwithstanding **Clause 3.3(b)**, where another Boarding House Services Employee is absent from work due to illness or in an emergency, the Employer may change a roster at any time to enable the Employer's functions to be carried out.
- (h) Where the Employer changes a roster in the circumstances described in **Clause 3.3(g)**, and unless agreed by the Employer and the Boarding House Services Employee, the Employer must give the Boarding House Services Employee 48 hours' notice of a change to a rostered shift. If the Boarding House Services Employee does not receive 48 hours' notice, they will be paid a penalty of 50% of the ordinary time rate instead of any other penalty that may apply.
- (i) If the Employer alters the roster as described in **paragraph 3.3(g)** and the Boarding House Services Employee must work on a day that would otherwise have been the Boarding House Services Employee's day off, the day off will be rearranged by mutual consent.

3.4. Where an Employer requires a part-time Boarding House Services Employee to work reasonable additional hours in addition to their fixed hours during a particular roster cycle, the hours worked will be paid at the overtime rates set out in **Clause 32 – Overtime** of the Agreement. Overtime will be calculated using the hourly rates of pay at **Table A** of this Annexure. This applies in lieu of the provisions at **paragraph 30.2(b)** of this Agreement.

4. Full-time and part-time rates of pay

- (a) A full-time Boarding House Services Employee will be paid the applicable annual rate for their classification as set out in **Table A** to this Annexure. Corresponding weekly rates are also set out in **Table A**.

- (b) A part-time Boarding House Services Employee will be paid the applicable part-time hourly rate for their classification as set out in **Table A** to this Annexure.
- (c) For the avoidance of doubt:
 - (i) Boarding House Services Employees rates of pay will be increased at the same time and at the same rate as General Employees at **Clause 22** of this Agreement,
 - (ii) full-time and part-time Boarding House Services Employees will not have their pay averaged as described in **subclause 22.2** of this Agreement but will be paid the rates at **Table A** for all weeks of the year, excluding periods of unpaid leave provided for in this Agreement or the NES.
- (d) Overtime for full-time and part-time Boarding House Services Employees will be calculated using the hourly rates of pay at **Table A** of this Annexure.
- (e) The provisions of **clause 32 – Salary Adjustment Formula and Student Vacation Periods** apply to full-time and part-time Boarding House Services Employees.
- (f) The rates at **Table A** include compensation for the following penalties and allowances in this Annexure, which will not apply to full-time or part-time Boarding House Services Employees:
 - (A) **Clause 5(b)** Afternoon and Night Shift penalties;
 - (B) **Clause 5(b)** Saturday, Sunday and Public Holiday Penalties;
 - (C) **Clause 5(d) and (e)** Broken Shift Allowance and Penalties; and
 - (D) **Clause 6.1(a)(iii) and Table C** Sleepover Allowance.
- (g) To avoid doubt, any penalty or allowance clauses referring to casual Boarding House Services Employees do not apply to full-time or part-time Boarding House Services Employees.

5. Casual Boarding House Services Employees

- (a) Casual Boarding House Services Employees will be paid the applicable Casual Hourly Rate for their classification in accordance with **Table B** to this Annexure, for each hour worked. The Casual Hourly Rates at **Table B** include a 25% casual loading.

- (b) Casual Boarding House Services Employees who work ordinary time on an Afternoon Shift, Night Shift, Saturday, Sunday or Public Holiday will be paid the Casual Hourly Rate plus a penalty of:
 - (i) 15% of the ordinary hourly rate for ordinary hours worked on an Afternoon shift
 - (ii) 15% of the ordinary hourly rate for ordinary hours worked on a Night shift
 - (iii) 25% of the ordinary hourly rate for ordinary hours worked on a Saturday
 - (iv) 75% of the ordinary hourly rate for ordinary hours worked on a Sunday
 - (v) 150% of the ordinary hourly rate for ordinary hours worked on a Public Holiday.
- (c) To avoid doubt, the Employer will pay casual Boarding House Services Employees who work an Afternoon shift, Night shift or on a Saturday, Sunday or Public Holiday, the applicable penalty rate referred to in **subclause 5(b)** above, calculated on the Ordinary Hourly Rate in **Table B** of this Annexure, in addition to the Casual Hourly Rate in **Table B** of this Annexure.
- (d) A casual Boarding House Services Employee working a broken shift will be paid the allowance provided by **subclause 23.8** of this Agreement.
- (e) A casual Boarding House Services Employee working a broken shift where the maximum span between the first period of duty and the end of the second period of duty exceeds 12 hours will be paid the overtime penalty rate as set out at **subclause 32.2** of this Agreement for any hours in excess of the 12 hour span.
- (f) The penalty rates at **subclauses (b) and (e)** above and **Clause 32 – Overtime** of this Agreement, are not cumulative. Where a casual Boarding House Services Employee is entitled to more than one penalty rate, the Employee will be entitled to the highest single penalty.

6. Sleepovers

- (a) A sleepover is defined as sleeping in at night to undertake duty of care requirements and to be on-call for emergencies.
- (b) If the Employer requires a Boarding House Services Employee to sleepover on the Employer's premises or at a school campsite for a period outside the Employee's normal rostered hours, the following arrangements will apply:
 - (i) the Employer will provide the Employee with suitable accommodation,

including convenient bathroom facilities, at no cost to the Employee

- (ii) a casual Boarding House Services Employee will be paid the allowance specified in **Table C** of this Annexure for a sleepover
- (iii) where a full-time, part-time or casual Board House Services Employee is required by the Employer to perform work during a sleepover, the Employee will be paid 150% of the minimum hourly rate for the time worked with a minimum payment as for 30 minutes
- (iv) any time worked under this clause will not be taken into account as hours of work
- (v) the payments in this clause will not extend beyond the period of the sleepover.

7. Pay rates and allowances

Table A – Full-time and part-time Boarding House Services Employees – Annual salaries, weekly and hourly rates of pay

Classification level and step	Annual salary from ffpp on or after 1 July 2024	Weekly rate* from ffpp on or after 1 July 2024	Hourly rate^ from ffpp on or after 1 July 2024
Level 1 – Boarding House Assistant	\$59,407	\$1,139.37	\$29.98
Level 2 – Senior Boarding House Assistant	\$67,446	\$1,293.56	\$34.04
Level 3 – Boarding House Supervisor, Manager or Coordinator	\$137,907	\$2,644.94	\$69.60
Classification level and step	Annual salary from ffpp on or after 1 July 2025	Weekly rate* from ffpp on or after 1 July 2025	Hourly rate^ from ffpp on or after 1 July 2025
Level 1 – Boarding House Assistant	\$61,189	\$1,173.55	\$30.88
Level 2 – Senior Boarding House Assistant	\$69,469	\$1,332.36	\$35.06
Level 3 – Boarding House Supervisor, Manager or Coordinator	\$142,044	\$2,724.28	\$71.69

Classification level and step	Annual salary from ffpp on or after 1 July 2026	Weekly rate* from ffpp on or after 1 July 2026	Hourly rate^ from ffpp on or after 1 July 2026
Level 1 – Boarding House Assistant	\$63,025	\$1,208.76	\$31.81
Level 2 – Senior Boarding House Assistant	\$71,553	\$1,372.32	\$36.11
Level 3 – Boarding House Supervisor, Manager or Coordinator	\$146,305	\$2,806.00	\$73.84

* The weekly rate is calculated by dividing the annual salary by 52.14 and rounding to two decimal places.

^ The hourly rate is calculated by dividing the weekly rate by 38 and rounding to two decimal places

Table B – Casual Boarding House Services Employees – rates of pay

Classification level and step	Ordinary Hourly Rate from ffpp on or after 1 July 2024 (excluding 25% casual loading)	Casual Hourly Rate from ffpp on or after 1 July 2024 (including 25% casual loading)
Level 1 – Boarding House Assistant	\$28.27	\$35.34
Level 2 – Senior Boarding House Assistant	\$29.13	\$36.41
Level 3 – Senior Boarding Supervisor, Manager, or Coordinator	\$31.72	\$39.65
Classification level and step	Ordinary Hourly Rate from ffpp on or after 1 July 2025 (excluding 25% casual loading)	Casual Hourly Rate from ffpp on or after 1 July 2025 (including 25% casual Loading)
Level 1 – Boarding House Assistant	\$29.12	\$36.40
Level 2 – Senior Boarding House Assistant	\$30.00	\$37.50
Level 3 – Senior Boarding Supervisor, Manager, or Coordinator	\$32.67	\$40.84

Classification level and step	Ordinary Hourly Rate from ffpp on or after 1 July 2026 (excluding 25% casual loading)	Casual Hourly Rate from ffpp on or after 1 July 2026 (including 25% casual loading)
Level 1 – Boarding House Assistant	\$29.99	\$37.49
Level 2 – Senior Boarding House Assistant	\$30.90	\$38.63
Level 3 – Senior Boarding Supervisor, Manager, or Coordinator	\$33.65	\$42.06

Table C – Casual Boarding House Services Employees –sleepover allowance

Sleepover Allowance (per sleepover)	Rate from ffpp on or after 1 July 2024	Rate from ffpp on or after the Commencement Date	Rate from ffpp on or after 1 July 2026
	\$59.44	\$61.22	\$63.06

ANNEXURE I - Other conditions of employment applicable to Employees employed by the Trustees of the Roman Catholic Church for the Diocese of Wilcannia-Forbes (CEWF)

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

1. Promotion positions

1.1. Minimum number of promotion positions

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

The minimum number of promotion points in each school will be determined in accordance with the following table.

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

1.2. Consultation

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

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

1.3. Varying promotion positions

- (a) Where a Principal in accordance with **subclause 1.2** varies the promotion structure in the school and this variation affects a current incumbent of a promotion position then at least one term of notice must be given to those affected by the alternation of the promotion structure.
- (b) In the case where it is proposed that a school which, under **subclause 20.7(a)** of this Agreement, would be entitled to an Assistant Principal, plans to restructure this position then it will be discussed with the Union prior to implementation. No conversion of an Assistant Principal position will be allocated to more than three Teachers.
- (c) Under this clause the executive structure of the school could be: Coordinator 3 and Coordinator 1; 2x Coordinator 2; Coordinator 2 and 2x Coordinator 1.

1.4. Promotion points

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

POSITIONS	POINTS
Assistant Principal	4
Coordinator 3	3

Coordinator 2	2
Coordinator 1	1
Senior Teacher 2	1

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

1.5. Appointments

- (a) Each Teacher appointed to a promotion position after the commencement of this Agreement will receive a letter of appointment to this position which will set out the duties to be performed by the Teacher in the school and the period of appointment.
- (b) Each Teacher holding an ongoing promotion position will be appraised while holding such a position, in accordance with Employer practice. Such an appraisal does not derogate from the rights of a Teacher or the employer under disputes and grievance practice in existence at the school.
- (c) Any Teacher required by the Employer to act in a promotion position for at least ten consecutive school days will be paid for so doing at the rate prescribed for that position, provided that a Teacher will not be required to carry out such duties in a relieving capacity for more than 52 weeks. Provided that a Teacher may be employed for a specific period in excess of a full school year but not more than two full school years where such a Teacher is replacing a Teacher who is on leave for a period in excess of a full school year or replacing a Teacher on secondment to another position with the Employer.
- (d) The foregoing will not affect the right of the Employer to summarily terminate any Teacher from their promotion position for incompetence, misrepresentation, neglect of duty or other misconduct.

1.6. Additional leave

- (a) Full-time permanent Teachers and General Employees (with the exception of school operational services employees) who are employed in the communities of Brewarrina, Bourke, Wilcannia and Cobar may apply to the Principal for three days of paid additional leave per school year (not being leave pursuant to **Clause 38** –

Personal/Carer's Leave, or compassionate leave, pursuant to **subclause 41.1** of this Agreement).

- (b) Additional leave will be provided on a pro-rata basis to:
 - (i) part-time Employees; and
 - (ii) temporary Employees engaged for a term of less than a school year.
- (c) Unused additional leave will not accumulate from year to year.

1.7. Religious education

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

ANNEXURE J - Other conditions of employment applicable to Teachers and General Employees employed by the Trustees of the Roman Catholic Church for the Diocese of Wollongong trading as the Trustees of the Wollongong Diocese Catholic School System (CEDoW)

These provisions shall apply to Teachers and General Employees by CEDoW, in addition to the provisions of the Agreement except where these provisions are expressly varied by this Annexure:

1. Duties and responsibilities of Teachers

1.1 Duties and responsibilities of Teachers

- (a) Teaching is a professional activity that encompasses a wide range of professional responsibilities, duties and workloads. It is agreed that there are core components of work that may be quantified, though there are differences in how this is organised between Secondary and Primary schools. The parties agree it is appropriate to regulate some aspects of these.
- (b) Principals will aim to achieve equity in workloads by using the totality of a Teacher's quantifiable professional duties to identify a balance. This Framework will help provide a high degree of certainty, predictability and consistency within schools and across CEDoW. These components are:
 - (i) School hours;
 - (ii) Supervisory duties;
 - (iii) Meetings outside Face to Face Teaching hours;
 - (iv) Co-curricular activities.
- (c) Standards: The duties and responsibilities of a Teacher are underpinned by the NSW teacher accreditation system, overseen by the NSW Educational Standards Authority (NESA). It provides the Australian Professional Standards for Teachers and defines the knowledge, practice and professional engagement needed for high quality effective teaching that improves student outcomes.

1.2 School hours

(a) Starting Time

It is expected that all Teachers will be well prepared for the first scheduled teaching activity of each school day. Unless a staff member has been rostered for pre-school supervision or classes, normal starting time for all staff will be no less than 15 minutes before the start of the first scheduled teaching activity (e.g. home room or class), other than on occasions when a morning briefing is held. The starting time for each school will be advised annually to staff.

If there is a proposal to change the starting time of the school, staff will be advised and consulted. Schools, when changing starting times, will set the starting time having regard to the travel and family needs of staff and students.

(b) Recess

- (i) In Primary schools, Principals would ordinarily provide a short break for personal reasons on either side of recess for any Teacher rostered on supervision duty for the entire student recess break.
- (ii) In Secondary schools, Teachers who are required to undertake supervision during morning recess will be free from face-to-face teaching for at least 20 minutes before or after morning recess.

(c) Lunch

- (i) Teachers are entitled to a lunch break of at least 30 minutes free of disruptions and meetings; and are free to leave the school premises during this time provided the school administration is notified according to processes established by the Principal. Principals may require a minimum number of staff to remain 'on site' on any day to meet the school's obligations to care for students, for example in 'emergency' or unforeseen circumstances.
- (ii) Teachers who are required to undertake supervision during lunch will be free from face-to-face teaching for at least 30 minutes before or after lunch.

1.3 Supervisory responsibilities

Principals will ordinarily provide an equitable distribution of supervision duties for all full time and part time staff and should consult with staff on developing supervision rosters.

1.4 Meetings

- (a) Principals in consultation with staff will determine the number of formal meetings or significant school events such as parent/teacher nights, school masses, school open nights, etc. required for particular groups at the start of the school year and publish the dates on an annual or term basis. Over a semester, a teacher may be required to attend up to 20 hours of meetings convened or authorised by the Principal/School Executive which includes all staff meetings, year/grade meetings, subject meetings, committee and curriculum meetings and planning sessions. It excludes pupil free professional development sessions, parent/teacher nights, morning briefings referred to below and other items classed as co-curricular activities or other voluntary collaborative working groups. Teachers who are members of the leadership/executive team would be expected to spend a reasonable amount of additional time each term at meetings.
- (b) Dates may be varied after publication if circumstances necessitate a change. Any changes of date will be communicated to staff as soon as practicable. A school may hold an additional meeting in emergency situations.
- (c) School Leaders will ordinarily use efficient/creative ways of disseminating information to staff. This should ensure that the time available for meetings is used in a most productive manner.
- (d) If required, a staff briefing may be held prior to the commencement of the teaching day. Provided morning briefings do not exceed 15 minutes and are limited to one per week, or two where unforeseen circumstances require it, such briefings will not reduce the time allocation for formal meetings. Principals should aim to restrict the length of any briefing to enable staff to use the time prior to teaching for professional duties and preparation prior to classes commencing.

1.5 Co-curricular Activities

- (a) These are activities (which must be approved by the Principal) designed to complement the formal school curriculum. They are intended to enrich the educational and social development and experiences of students by providing opportunities beyond scheduled classes. Co-curricular activities may involve students and/or parents in events, sports, programmes at the school or another venue and may result from the school's involvement in an association or network of schools.
- (b) Co-curricular activities are an integral part of a school's program and this Agreement recognises that all teachers are required to be involved in them consistent with the existing expectations within the Diocese, though the nature and time commitment of approved co-curricular activities may vary considerably. The time commitment by a teacher to co-curricular activities will reflect personal circumstances and professional responsibilities. Part-time teachers should participate to a reasonable degree in extra-curricular activities including attendance at scheduled meetings, camps and excursions, and extra-curricular activities.
- (c) Activities such as school camps, retreats, sacramental programs, school concerts, performances and excursions involve a time commitment as well as supervision of students. Such activities are recognised as professional duties for the hours spent outside the "normal" time-tabled school day.

1.6 Impact of electronic communications on the workloads of Teachers and General Employees

There is a real potential for the use of ICT services to impact upon the workload of employees during and after formal hours of work.

It is recommended that email in particular be responded to in a reasonable and orderly fashion, prioritising urgent matters and using an 'away message' or other automated response message as required.

Employees are not required to be accessing and responding to work related email or other messaging outside the ordinary hours of work (**paragraph 30.1(b)** of the Agreement). This expectation will be communicated to staff and parents of each school through policy documents, updates and reminders each year.

1.7 Additional data collection

The collection of student data is both a compliance requirement and a recognised strategy for delivering professional and tailored learning experiences in schools. CEDoW recognises the impact data collection has on the workload of Teachers. CEDoW commits to annually reviewing student data collection processes for their alignment, timing and efficiency and limiting mandated requirements to essential collection for student improvement and compliance purposes.

2. Workloads of Teachers – Primary

2.1. Face to face teaching

The face to face teaching hours of primary school teachers will be no more than 25 hours per week (less the agreed PPT). This period of time is measured from the first bell to the final bell. Teachers are also required to perform other duties pursuant to their role as a teacher.

2.2. Professional Planning Time (PPT)

- (a) Each full-time teacher will be entitled to 120 minutes of Professional Planning Time each week. This provision is to support teachers in achieving learning outcomes for students, for example by planning,

programming, and carrying out related administrative responsibilities. The use of PPT for this purpose is determined by the teacher and cannot be utilised for school purposes or subject to direction by the Principal. PPT will be taken on a weekly basis or otherwise as agreed between each Teacher and the Principal.

- (b) A part-time teacher whose FTE is not less than 0.2 is entitled to pro rata PPT. A teacher who is on a load of 0.6 FTE or less may be required to take their proportion of their PPT in a way that is mutually convenient for the teacher as well as for the school.
- (c) In addition to their PPT as a teacher, Middle Leaders (Coordinators) will be given further time to perform their duties as Middle Leader under the direction of the Principal as follows:
 - (i) one hour per week for a one point Middle Leader.
 - (ii) two hours per week for a two point Middle Leader. No two point Middle Leader will have less than a half day per week.
 - (iii) three hours per week for a three point Middle Leader.
- (d) In addition to the PPT as a Teacher, an Assistant Principal will be given further time of five hours per week to perform their duties as Middle Leader under the direction of the Principal. Unless otherwise agreed between the Assistant Principal and the Principal, an Assistant Principal shall take this time in a block of at least one day per week.
- (e) PPT will be made available to teachers in the event of sport and swimming carnivals, or public holidays occurring on their day of PPT. The PPT will ordinarily be rescheduled, at a time agreed between the Teacher and the Principal. PPT will not be rescheduled where Teachers miss PPT due to long service leave or leave without pay.
- (f) PPT will not be rescheduled when a Teacher is on Personal/Carer's leave except to the extent that the PPT has accrued for days worked, and PPT will not be accrued while a staff member is on Personal/Carer's leave.
- (g) Schools are encouraged to ensure that whole of school professional development days are not scheduled on the same day of the week in any given year.

2.3. Additional support for Teachers with larger instructional groups

- (a) Principals are responsible, within the context of this Agreement, after consultation with the staff, for delivering an equitable workload, including consideration of the balance between the instructional group size and teaching loads, and the comparability of workloads of the teachers, including students with high educational needs, or behaviour management issues or larger instructional groups.
- (b) In general, the size of an instructional group / cohort led by a teacher in Early Stage 1 should not exceed 25, in Stage 1, should not exceed 27, and Stage 2 and 3 should not exceed 30.
- (c) Where an instructional group exceeds these sizes, Primary Principals will provide Larger Instructional Group Support (LIGS) to the teacher of such classes.

- (d) Each year, based on staffing formula projections, CEDoW will add LIGS staffing in the following year, in addition to the base staffing provision, for each school with larger instructional groups. This will be based on the instructional group size data provided by each school. In the event the instructional group size reduces, the LIGS may be withdrawn from that instructional group and provided to other global staffing needs in the school. If an additional instructional group becomes eligible for the LIGS, the provision will be made available to the school.
- (e) The LIGS formula will provide additional Teacher time, in accordance with the following:

CLASS SIZE	KINDERGARTEN – TEACHER FTE	YEARS 1-2 – TEACHER FTE	YEARS 3-6 – TEACHER FTE
26 or 27	0.1FTE (1 day) per fortnight	-	-
28 - 30	0.15FTE (1.5 days) per fortnight	0.05 FTE (1/2 day) per fortnight	-
31	0.2FTE (2 days) per fortnight	0.1FTE (1 day) per fortnight	0.1FTE (1 day) per fortnight
32	0.25FTE (2.5 days) per fortnight	0.15FTE (1.5 days) per fortnight.	0.15FTE (1.5 days) per fortnight

- (f) The LIGS provision is for the support of the specific class to which it is allocated. The Principal will inform the class Teacher of the support and will consult with the Teacher about the delivery of the LIGS in their class. This may include, but is not limited to:
- Additional Professional Planning Time (PPT) for the class teacher,
 - Services of a specialist teacher,
 - Other in-class support for a set group of students, or
 - Support delivered by a General Employee.

- (g) In addition to the support set out in **subclause 2.3**, the base staffing formula will be altered to further support early learning strategies years Kindergarten, year 1 and year 2.
- (h) The use and distribution of the balance of the staffing resources will be the subject of consultation between school leadership teams and Teachers of these classes.

2.4. Formation of instructional groups

- (a) The school may establish instructional groups, that is, groups where there is direct teaching and learning engaged in by a teacher whether with a whole year or stage cohort or part of a cohort. Where such arrangements are to be introduced into a school, the Principal will consult with teachers and provide related professional development to support changes in pedagogical practices.
- (b) Teachers from time to time may be responsible for different cohorts of students in their instructional group, which may vary in size across a school year, subject to the provisions of this Annexure. As part of the planning processes the school community should take into account:
 - (i) enabling and encouraging the active enrolment of Catholic students to the school;
 - (ii) particular students with high educational needs that are not addressed by the special needs support formula;
 - (iii) the management of students with behavioural needs including assessing the likely behaviour of difficult students;
 - (iv) recognising the age and development of students;
 - (v) the Pastoral Care needs of students; the safety needs of staff and students;
 - (vi) the school curriculum including the nature of the subject and the methods of teaching used and the possibility to optimise student learning opportunities through varied forms of teaching arrangements such as stage I team teaching, small groups, one to one teaching, etc.;
 - (vii) the support staff available to assist with the students;
 - (viii) the staffing allocation, other resources and facilities available to the school, including the financial resources available to the school.
- (c) On receipt of the staffing advice from People and Culture and as part of the structuring of classes for the following school year,
 - (i) the Principal will consult with the staff as a whole in Term 4;
 - (ii) the Principal will develop a staff allocation plan for the school, details of which will be provided to individual teachers and will include how, in addition to the LIGS provided pursuant to subclause 2.3 above, additional support may be provided pursuant to the outcome of the consultative process. Such additional support may include PPT, Learning Support Services Employee hours, professional development and team teaching arrangements if applicable. The Principal retains discretion to alter staffing allocation plans to meet the needs of the school, the needs of the teachers and the needs of the students within the parameters of this Annexure;

- (iii) the Principal will consult staff about any such changes that affect their cohort.

Further support derived from the school's allocation will normally be through options such as a different workload in other areas of a teacher's professional life, a reduction in some other aspect of a teacher's duties, team teaching or release during critical times such as report writing.

3. Workloads of Secondary Teachers

3.1. Scheduled teaching

- (a) Full time teachers will be required to teach a maximum of 20 hours scheduled teaching.
- (b) Scheduled teaching" means all scheduled classes including supervised study groups, whether that class is a single student or a group and includes classes held after or before the usual school day (other than sport) and sport/activities during the normal day.

3.2. Other related duties

Teaching, home room duties and assembly time will not exceed 21.0 hours per week averaged across a school term.

3.3. Extras

An extra, is an allocated supervisory period of time above the teacher's regular full-time workload as defined in Clause 4 (or pro rata workload for part-time teachers).

Over the course of a year, teachers may expect to take up to 15 hours of extras with not more than five hours of extras per term. Where a serious emergency arises in a local school additional 'extras' could be allocated.

3.4. Teachers of HSC classes

A teacher of HSC classes may be required to teach timetabled classes up to 30% of their year 12 load after the commencement of the HSC examinations or alternatively may be assigned duties of up to 50% of their year 12 load. Provisions will be made for teachers who have a continuing commitment to current HSC students.

3.5. Time for Middle Leaders (KLA)

The Minimum Time for Middle Leaders (KLA) to perform their additional duties is:

- (a) 0.1 FTE for a one point Middle Leader;
- (b) 0.2 FTE for a two point Middle Leader;
- (c) 0.3 FTE for a three point Middle Leader.

3.6. Time for Assistant Principals

The minimum time for an Assistant Principal to perform their additional duties as part of their executive release is 0.5 FTE or greater, commensurate with the size of the school.

3.7. Class sizes in Secondary Schools

- (a) In general, the size of a class in Years 7, 8, 9 and 10 should be limited to 30 and a class in Years 11

and 12 should be limited to 25.

- (b) The parties acknowledge that in limited circumstances some class sizes might exceed the above figure by a small number
 - (i) due to streaming in some subjects;
 - (ii) due to changes in student selection of electives in Year 11;
 - (iii) due to the need to support small candidature course in senior years;
 - (iv) where trend data suggests that the class sizes at the start of Term 1 will decline over the course of the semester.
- (c) By agreement the teacher will receive an adjustment in another part of their professional life. Where this occurs, the Principal (or delegate) will discuss with the teacher affected, how the teacher shall be supported no later than 4 weeks after the commencement of the course, for example by the provision of additional release time or in other ways which best meets the need of the teacher.

3.8. Practical classes in Secondary schools

- (a) Practical classes are among those that may require a higher level of care, where they may involve the use of materials and/or equipment, which may be injurious to the health of students or have a significant practical (hands on) component. Not all activities within "practical" classes involve additional risks to students and staff. However many aspects of such classes involve instruction and other low risk activities and facilities vary from school to school regarding the space, set-up and resources.
- (b) Classes conducted within Technical and Applied Studies (TAS) and the Visual Arts component of Creative and Performing Arts should not exceed 24 students. In exceptional circumstances where classes exceed the agreed principle, the Principal and class teacher will discuss appropriate measures that support working with larger class sizes. In TAS practical classes, the number of students must not exceed the number of workstations.
- (c) It is acknowledged that Music, Drama, Physical Education and Science have significant practical components. These practical classes shall be organised and resourced with respect to the outcomes of risk management assessment pursuant to CEDoW's obligations under Work, Health and Safety legislation and a consideration of the learning outcomes being pursued.
- (d) CEDoW agrees to discuss with the IEU over the course of this Agreement class sizes in practical subjects in secondary schools.

4. Workloads – other items (Primary and Secondary)

4.1. Part-time Teachers

Part-time teachers shall be required to attend school on the number of days per week which is generally consistent with their scheduled teaching load provided that the Principal has sufficient flexibility to ensure that needs of pupils are met.

A part-time teacher will be:

- (i) assigned a number of hours of face-to-face teaching in proportion to the number of hours assigned to a full-time teacher at that school.
- (ii) assigned supervisory duties in proportion to the number of hours of supervision assigned to a full-time teacher; and
- (iii) required to attend a proportionate number of after-school meetings, on rostered work days.

4.2. Casual Teachers

A casual teacher will usually work the period and duties of the person they are replacing in Primary schools. However there are occasions when a casual will be employed to provide general support for the school for example as in secondary schools, and therefore the pattern of duties and responsibilities will vary in accordance with the needs of the school but should reflect on a pro rata daily basis the usual duties performed over a week by a full-time teacher at the school. A casual teacher must also be provided with appropriate breaks. The Principal is responsible for ensuring the casual teachers receive their entitlements pursuant to this clause and are treated professionally in general.

4.3. Special Education

The Principal (or delegate) will discuss with the teacher and support staff who will have special needs students in their classes, the student's needs and appropriate support for staff such as professional development. Further, the Principal will ensure that appropriate risk management and case management procedures are discussed as soon as possible before the student starts at school or in the class.

5. Working outside the normal span of school hours

Teachers who are required to teach outside the normal span of school hours (for example in special subjects that cannot be accommodated in the school timetable) shall, in consultation with their Principal have their work responsibilities adjusted accordingly to compensate for the teaching outside the normal span of school hours. Such teachers will preferably be provided with corresponding time off for the additional time in attendance, at the beginning or end of a school day.

6. Support for beginning teachers

- 6.1 A loading of 0.075 FTE is available for each full time beginning teacher on 1.0 FTE in their first year of teaching. This may be prorated for staff not on full time or on less than 1.0 FTE. 0.075 FTE equates to a total of fifteen days, five of which may be utilised by the CEO for the purposes of providing induction, mentoring support, classroom management, programming support and religious education formation. Five days must be used by the school to assist the beginning teacher by providing extra release time for planning, programming and consultation, and the balance of five days used to release other staff for mentoring activities directed at assisting the beginning teacher.
- 6.2 A loading of 0.025 FTE is available for each full time beginning teacher on 1.0FTE in their second year of teaching. This may be prorated for staff not on full time or on less than 1.0 FTE. 0.025 FTE equates to five days. These days must be used by the school to assist the beginning teacher by providing extra release time for planning, programming and consultation, and may also be used to release the mentor(s) for the purpose of assisting the beginning teacher.

6.3 These provisions aim to assist early career teachers seeking accreditation at Proficient Level.

7. Middle leader positions

7.1. Introduction

A position referred to in this Annexure as a “Middle Leader” shall be deemed to be a Coordinator for the purposes of other provisions in this Agreement, including in particular Clause 19 - Promotions Positions for Teachers.

CEDoW is committed to the development of a Middle Leader cohort in schools and across the Diocese that will enhance the education in Diocesan schools and provide a basis for future school leaders to emerge. CEDoW will commit resources to support this cohort where such resources are to support the work of Middle Leaders towards educational leadership of staff under their management and to support measures to reduce the administrative tasks of Middle Leaders. CEDoW is committed to providing resources in accordance with the formula set out in Attachment A Middle Leadership in Secondary and Primary Schools of this Annexure.

7.2. Middle Leader and Middle Leader 1

A "Middle Leader" means a teacher appointed to be responsible for: leadership of teachers including the management of the work in an area or areas of a school whether in an area of instruction and curriculum, including the delivery of the curriculum in Key Learning Areas, the supervision and support of students, the co-ordination of pastoral care or other programs and any other responsibilities or a combination of responsibilities as determined by the Principal.

A Middle Leader is an appointment where the teacher is allocated a monetary allowance equivalent to that received by a Middle Leader 2 or 3 (also known as Coordinator 2 or 3 within this Agreement).

A “Middle Leader 1” is an appointment where the teacher is allocated a monetary allowance equivalent to that received by a Middle Leader 1 (also known as a Coordinator 1 within this Agreement).

7.3. Advertising Middle Leader positions

Appointment to a Middle Leader position will be made on the basis of merit and normally will be advertised either within a school, or externally where there is an appropriate FTE to support the leadership position.

It is the intention of the parties that there is transparency in Middle Leader appointments.

7.4. Middle Leader 1 and Special Project positions

Middle Leader 1 and Special Projects Positions will normally be advertised within a school, or within a set of grouped schools where there is an appropriate teaching vacancy to support the position. Where the relevant position is a Special Project Position it shall be advertised as such and indicate the nature of the project and the expected length of the contract.

7.5. Appointment to Middle Leader positions

The provisions of this sub-clause apply to all new Middle Leader positions arising after the commencement of this Agreement. Middle Leader positions include those with responsibility for the delivery of the curriculum in Key Learning Areas.

All appointments to Middle Leader positions, other than Middle Leader 1 positions or Special Project Positions, shall be for a first period of appointment of four years, and, unless there is unsatisfactory

performance, a second period of appointment of three years, and, unless there is unsatisfactory performance, for a third period of three years. At the conclusion of the third period of appointment, the position will be deemed to be vacant and advertised. The incumbent will be eligible to reapply.

7.6. Appointment to Middle Leader 1 positions

Appointments to Middle Leader 1 Positions will typically be for a period of one school year. Schools may appoint a Middle Leader 1 for a period of longer than one school year but not more than three school years, or equivalent.

7.7. Middle Leader as a special project appointment

Schools from time to time may appoint staff to hold positions of Special Responsibility. These may be for periods shorter than a school year, and may be with the allowance, or with the allowance converted into hours and combined with the hours attached to this position in accordance with the consultative arrangements of “Determining the Structure and Utilisation of Middle Leader Resources”.

The position in most cases will be equivalent in resource value to a 1 point coordinator, but after consultation the School Leadership may appoint at a 2 point resource value level. However, such an appointment will not have any right of renewal and the length of contract will not be greater than 12 months. This role may be for a range of responsibilities but is primarily to be focused on developing and implementing outstanding teacher practice and leadership with particular reference to the performance and quality of teachers in the school, or alternatively, for an employee required to perform other duties (of comparable level including in the area of pastoral care) requiring a high level of professional expertise.

7.8. Acting appointment to Middle Leader positions

A teacher required by the Diocese to act in any Middle Leader position for at least 10 consecutive school days shall be paid at the rate prescribed for that position, provided that the teacher shall not be required to carry out such duties in a relieving capacity beyond a school year or for more than 52 calendar weeks whichever is the greater. Appointment for more than 10 days and less than 4 school weeks will be made at the Principal's discretion in consultation with the Catholic Education Office (CEO). Appointment for a period of 4 weeks or greater will be advertised suitably, where prior notice of a vacancy is given to the Principal or the CEO.

7.9. Middle Leader (KLA) career change agreements

As part of a step down strategy and to support succession planning in schools of the Diocese, Middle Leaders (KLA) with greater than fifteen years' service in the Middle Leader role may apply for a career change package on the following terms:

- (a) the Middle Leader will step down to a teaching position at least one year prior to taking the career change;
- (b) in that year, the Middle Leader will continue to receive the allowance of a Middle Leader (KLA), as well as a release of 0.025 FTE to mentor a new Middle Leader in the faculty; and
- (c) at the conclusion of that year the Middle Leader shall take a career change package in accordance with the current Diocesan rate.

7.10. Termination of Middle Leader positions

Where a performance issue has been identified with respect to a Middle Leader, and is addressed pursuant to the staff relations policy, CEDoW may terminate the contract provided there is due process as per published procedures, may extend the appointment of a Middle Leader for a further contract if satisfied that performance is improved, or may elect to appoint the Middle Leader for a provisional period of one year to address specific areas of concern. Before the end of the provisional period, the Middle Leader's performance may be subject to further review.

If a Middle Leader appointment is not renewed as a result of unsatisfactory performance, in circumstances where due process has not been followed and the teacher returns to a teaching position within the Diocese, the teacher would receive the relevant Middle Leader allowance for one school year.

In circumstances where a teacher's promotion position is restructured and there have been no issues of performance, he/she will be paid the equivalent allowance for a period of 12 months after the restructuring of the position and will be required to undertake similar duties and responsibilities in that period.

8. Assistant Principals

8.1. Period of appointment

An Assistant Principal (AP) will be appointed after selection on merit and suitability to the role and responsibilities, for three periods of contracts, where each contract is for a period of not greater than four years in length. At the end of the third contract period, the position will be open to competition in accordance with Diocesan procedures.

All substantive AP appointment periods will conclude at the end of a semester whether that is the end of a school year or not.

At the end of twelve years (3 periods of 4 year contracts) from the start of employment, the AP position will be declared vacant and the incumbent will be eligible to apply for the vacant position. Where the AP is unsuccessful in filling the vacancy in the school the employee will be given a Middle Leader role for one year and thereafter a teaching role. Should the teacher indicate a preference to move to another school the Diocese will work to facilitate that outcome.

This clause will operate for all vacancies for AP positions arising after the commencement of this Agreement.

8.2. Payment of salary

An Assistant Principal shall be paid the salary which is no less than the salary of Step 7 Teacher, together with the applicable allowance for a school of that size from time to time under this Agreement.

9. Redeployment principles

CEDoW is committed to supporting the ongoing employment of existing full-time or part-time teachers in ongoing positions who are affected by decisions involving the restructuring, amalgamation or closure of schools.

In the first instance all efforts will be made to avoid the need for redeployment of staff by accommodating staff within the affected school or systemic school community in which the school is located. Additional travel time for teachers appointed to a school within the same systemic school community should generally not be greater than 20 minutes each way and the total travel time of the teacher should not exceed 45 minutes each day. Where there is a need for redeployment of staff, rather than positions the IEU will be advised of the circumstances.

In order to minimise the circumstances in which a redeployment may be necessary, notwithstanding the provisions in relation to temporary teachers in subclause 11.6 of this Agreement, a teacher may be appointed on a temporary basis if the Diocese considers that the staffing of that or another school in the precinct will or may be reduced in the following year and the temporary appointment will facilitate placement of permanent teachers from the affected school.

In rare circumstances, the Diocese may call for expressions of interest in voluntary redundancy. When considering redeployment of a teacher following restructuring, to a school other than their current school, the following principles will normally apply:

- (a) regard for the individual circumstances surrounding the decision;
- (b) a teacher's professional capability, skills and career needs;
- (c) the teacher's current place of residence and the ease of travel;
- (d) the impact on student learning and teaching;
- (e) the existing composition (i.e., employment status) of the school staff;
- (f) the culture of the school to which the teacher may be redeployed;
- (g) the needs of the system, including the efficient allocation/ management of resources.

10. Electronic communications of pay slips, awards and letters of appointment

Where a teacher has access to the Employee Self Service module of the Empower Human Resources Information System, the written pay advice will be available through that service.

CEDoW will provide electronic copies of relevant industrial instruments, whether Awards or the Enterprise Agreement, or changes to those instruments, through CEDoW's electronic infrastructure.

11. Counselling

The CEO provides access to an Employee Access Programme to all staff in the Diocese. From time to time staff may seek to make other arrangements including accessing leave to attend appointments in the school day. As far as possible the Diocese and schools will facilitate attendance by the granting of leave. Such leave may be taken as Leave with Pay (LWP) where there is an entitlement to such leave. The LWP will be deducted from the teacher's sick leave or long service leave balance depending upon the type of leave which is taken. Where there is no entitlement to LWP the leave may be taken as Leave Without Pay (LWOP).

12. Long service leave

In addition to the provisions of **Clause 0 - Long Service Leave** of this Agreement, the following specific long service leave provisions shall apply to All Staff in the Diocese of Wollongong:

12.1. Conditions of taking long service leave

In addition to the provisions of Clause 0 - Long Service Leave, Teachers and General Employees will be required to give adequate notice to allow for replacement staff to be employed if applicable. Generally, one term's notice is reasonable for a Teacher when requesting blocks of long service leave greater than four weeks. The need to provide continuity and consistency for students is a relevant consideration in approving requests. The Principal may also consider any past patterns of access in making decisions to

approve requests which may impact on the operation of the school.

12.2. Long service leave at half pay

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

12.3. Leave without pay

Leave without Pay (LWOP) will not normally be granted for a period of more than 12 months, with the exception of an immediate extension to Parental Leave. Casual employment within CEDoW can occur during LWOP periods. All applications for extended leave without pay are via the form attached to the CEDoW Leave without Pay Policy and must be approved by the Principal and the Assistant Director - People and Culture.

12.4. Part-time Teachers – Compression

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

ATTACHMENT A to Annexure J - Middle Leader Allocations in Secondary Schools – CEDoW

The Diocese will allocate Middle Leader points to Secondary Schools in accordance with the following table:

Secondary Middle Leader Positions

STUDENT POPULATION	POINTS AVAILABLE
301 - 400	29
401 - 500	31
501 - 600	33
601 - 700	35
701 - 800	39
801 - 900	41
901 - 1000	43
1001 - 1100	45
1101 - 1200	47
1200+	50

In addition, each school receives the equivalent of three points for use in accordance with this attachment.

These are the Middle Leaders Resources (MLR). The MLR consists of the monetary allowance expressed as a \$ figure and the time allocation expressed in Full Time Equivalent (FTE) or \$ equivalents. The needs of the school will determine the role of the Middle Leader.

Allocation of Middle Leader resources to K-12 schools

Currently, St Francis Catholic College at Edmondson Park is the only K-12 School in CEDoW. The allocation of Middle Leader resources will be at least equivalent to the combined allocation for primary and secondary middle leaders outlined in this agreement, as determined by the respective primary and secondary enrolments.

Determining the structure and utilisation of Middle Leadership resources

Each school will undergo an agreed process for the consultation and decision making as to the utilisation of the resources allocated by the CEO to the school to support the work of the Middle Leaders.

Although the process is one which is based on agreement of the outcomes, the process envisages the following as a prior condition:

In making Middle Leader appointments using the MLR allocated to each school there are a group of core middle leader positions which must be allocated. This core is constituted by the AP or equivalent role (4 points), Learning and Teaching (7 positions worth 2 points), Learning Technology (2 points), VET Coordinator (2 points) and the resources allocated to the leadership in the area of religious practice and Religious Education (3 points). This constitutes an equivalence of 25 coordinator points.

The Principal, after consultation with the school executive, and appropriate consultation with the school community, which includes the Independent Education Union Chapter, will determine the structure of promotion positions to be submitted to the Catholic Education Office having regard to:

- (a) Diocesan mission statement;
- (b) Diocesan and school policy;
- (c) School's strategic plan;
- (d) pedagogical developments;
- (e) curriculum structure and requirements;
- (f) *NSW Education Standards Authority* (NESA) requirements;
- (g) sound management / organisation practices;
- (h) the need to recognise and remunerate added responsibility and work in curriculum, pastoral and administrative leadership;
- (i) actual and future school and pupil needs;

- (j) the results of a school review;
- (k) any other matters consistent within the identified needs of the Diocese and schools;
- (l) such consideration may involve acknowledgment of the structure of the school and the way it delivers face to face instruction, the extent of the number of syllabus options, number of students enrolled in any particular subject, the quantum of FTE and numbers of staff involved in the face to face teaching, experience of the other middle leaders, the levels of assistance available to support learning outcomes through other means, and how best the implementing of mentoring, team planning, and development of subject specific needs are to be met;
- (m) other practical proposals to keep the distribution of the resources fair and equitable.

Upon development of the proposed set of criteria it shall be published to the school community. The school community includes the middle leaders as a group. The Principal shall, on submitting the proposed structure of promotion positions and the proposed allocation of resources to CEDoW, publish this to the school community.

In the school's structuring of the Middle Leader resources there will be the allocation of 7 Middle Leader positions supporting learning and teaching through the management of delivery of the curriculum.

Primary Schools

The Middle Leader Resources for Diocesan primary schools will be determined by the school student population at the August Census in the previous school year as follows:

Primary Middle Leader Positions

STUDENT POPULATION	POINTS AVAILABLE
101 -150	6
151 - 200	7
201 - 250	9
251 - 300	10
301 - 400	11

401 - 500	12
501 - 600	13
601 - 700	15
701 - 800	16
800+	17

The points available are for the allocation of the following positions:

- (a) An Assistant Principal whose position is worth 4 points.
- (b) A Religious Education Middle Leader whose position is worth 2 points.
- (c) A Middle Leader 3 whose position is worth 3 points.
- (d) A Middle Leader 2 whose position is worth 2 points.
- (e) A Middle Leader 1 whose position is worth 1 point.

The positions appointed in each school must not exceed the total points available to the school.

Allocation of resources for primary Assistant Principal roles

All schools with an enrolment above 250 must appoint an Assistant Principal. Schools below 250 can either appoint an Assistant Principal on a teaching FTE equivalent of 0.8, or convert the resources to support other Middle Leadership positions.

Religious education in Catholic Primary and Secondary Schools

Where the School Leadership Team considers that supporting the religious education aspect and the catholicity of the schools is better managed through a different arrangement, and this decision has the approval of the Assistant Director – People and Culture after appropriate consultation with the Parish Priest, the resources allocated to the Religious Education Coordinator (REC) position may be utilised in accordance with the School Leadership Team's decision. The resources must remain to support the purpose and responsibilities attached to the role of REC.

ANNEXURE K - 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 Employers covered by this Agreement 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) An Employer listed in **subclause 2.1** of this Agreement for Teachers, Trade Trainers and General Employees;
 - (ii) CSBB and CSPD for Teachers, Trade Trainers and General Employees; and
 - (iii) The NSW Catholic Schools Employers or the 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	

(iv) 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/carers leave portable from a Participating Employer will be 150 days.

Part to be completed by former Participating Catholic 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/carers 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/carers 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/carers 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 L - 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

6.1. The Parties to this Annexure are:

- (a) An Employer listed in **subclause 2.1** of this Agreement;
- (b) CSBB and CSPD; and
- (c) 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

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

- (a) An Employer listed in **subclause 2.1** of this Agreement;
- (b) CSBB and CSPD; and
- (c) 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

8.1. An initial qualifying period of five years, in accordance with paragraph 4.2(b) of this Annexure L, 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 L

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 L

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 M - 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**.

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 3.2 to 3.6**, this Annexure applies in respect of an employee covered by this Agreement who is undertaking a traineeship whose training package and AQF certificate level is allocated to a wage level by **Appendix 1** to this Annexure.

- (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

- 6.1. A trainee undertaking a school-based traineeship may, with the agreement of the trainee, be paid an additional loading of 25% on all ordinary hours worked instead of paid annual leave, paid personal/carer's leave and paid absence on public holidays, provided that where the trainee works on a public holiday then the public holiday provisions of this Agreement apply.
- 6.2. A trainee is entitled to be released from work without loss of continuity of employment and to payment of the appropriate wages to attend any training and assessment specified in, or associated with, the training contract.
- 6.3. Time spent by a trainee, other than a trainee undertaking a school-based traineeship, in attending any training and assessment specified in, or associated with, the training contract is to be regarded as time worked for the employer for the purposes of calculating the trainee's wages and determining the trainee's employment conditions.
- 6.4. Subject to **subclause 3.5** of this Annexure, all other terms and conditions of this Agreement apply to a trainee unless specifically varied by this Annexure.

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

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

1.1 Wage Level A

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

Training Package	AQF Certificate Level
Public Safety	III
Public Sector	II, III
Pulp and Paper Manufacturing Industries	III
Retail Services (including wholesale and Community pharmacy)	III
Telecommunications	II, III
Textiles, Clothing and Footwear	III
Tourism, Hospitality and Events	I, II, III
Training and Assessment	III
Transport and Distribution	III
Water Industry (Utilities)	III

1.2 Wage Level B

Training Package	AQF Certificate Level
Animal Care and Management	I, II, III
Asset Maintenance	I, II, III
Australian Meat Industry	I, II, III
Automotive Industry Manufacturing	II, III
Automotive Industry Retail, Service and Repair	I, II, III
Beauty	II
Caravan Industry	II, III
Civil Construction	I
Community Recreation Industry	III
Entertainment	I, II, III
Extractive Industries	II, III
Fitness Industry	III
Floristry	II
Food Processing Industry	I, II
Forest and Forest Products Industry	I, II, III
Furnishing	I, II, III
Gas Industry	I, II
Health	II, III
Local Government (Operational Works)	I, II
Manufactured Mineral Products	I, II
Metal and Engineering (Production)	II, III
Outdoor Recreation Industry	I, II, III
Plastics, Rubber, and Cable Making	II
Printing and Graphic Arts	II, III
Property Services	I, II, III

Training Package	AQF Certificate Level
Public Safety	I, II
Pulp and Paper Manufacturing Industries	I, II
Retail Services	I, II
Screen and Media	I, II, III
Sport Industry	II, III
Sugar Milling	I, II, III
Textiles, Clothing and Footwear	I, II
Transport and Logistics	I, II
Visual Arts, Craft and Design	I, II, III
Water Industry	I, II

1.3 Wage Level C

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

THE FAIR WORK COMMISSION

FWC Matter No: AG2025/3994

Application for approval of the *NSW and ACT Catholic Systemic Schools Enterprise Agreement 2025*.

Applicants:

- (a) Trustees of the Roman Catholic Church for the Diocese of Armidale trading as Armidale Catholic Schools
 - (b) Catholic Education Diocese of Bathurst Limited
 - (c) Catholic Archdiocese of Canberra and Goulburn Education Limited
 - (d) Diocese of Lismore Catholic Schools Limited
 - (e) Trustees of the Roman Catholic Church for the Diocese of Maitland-Newcastle, trading as the Diocese of Maitland-Newcastle Catholic Schools Office
 - (f) Sydney Catholic Schools Limited as trustee for Sydney Catholic Schools Trust
 - (g) Trustees of the Roman Catholic Church for the Diocese of Wagga Wagga
 - (h) The Trustees of the Roman Catholic Church for the Diocese of Wilcannia-Forbes
 - (i) Trustees of the Roman Catholic Church for the Diocese of Wollongong trading as the Trustees of the Wollongong Diocese Catholic School System
- (together **the Applicants**)

Section 185 – Application for approval of a single enterprise agreement

Undertaking – Section 190

We, the individuals set out below, have the authority given to us by the Applicants to give the following undertaking with respect to the *NSW and ACT Catholic Systemic Schools Enterprise Agreement 2025 (Agreement)*.

1. Table of A4 of Schedule A of the Agreement will operate to include the following items in addition to the existing table:

	Casual Half Daily rate from ffpp on or after 1-Aug-25 (\$)	Casual Half Daily rate effective from ffpp on or after 1-Aug-26 (\$)
Conditionally Accredited Teacher Level 1	204.97	212.15
Conditionally Accredited Teacher Level 2	215.79	223.34
Casual Teacher 1	226.74	234.67
Casual Teacher 2	253.91	262.79
Casual Teacher 3	282.49	292.38

This undertaking is provided on the basis of issues raised by the Fair Work Commission in the application before the Fair Work Commission.

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

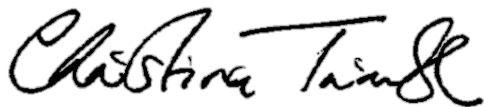


Signature of authorised officer

Regina Menz
Director of Catholic Schools
Diocese of Armidale
Unit 2, 131 Barney Street, Armidale 2350

.....
Name/title/address of authorised officer

SIGNED for and on behalf of **Catholic Education Diocese of Bathurst Limited** by an authorised officer:

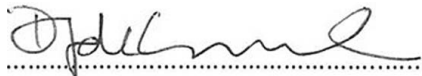


Signature of authorised officer

Christina Trimble
Executive Director of Schools
225 Gilmour Street,
Kelso NSW 2795

.....
Name/title/address of authorised officer

SIGNED for and on behalf of **Catholic Archdiocese of Canberra and Goulburn Education Limited**, by an authorised officer

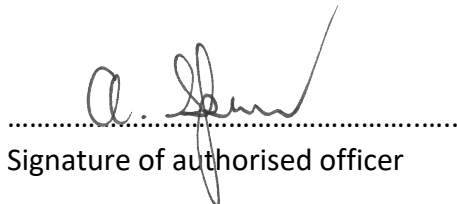


Signature of authorised officer

David de Carvalho
Executive Director of Catholic Archdiocese of
Canberra and Goulburn Education Limited,
St Christopher's Pastoral Centre,
55 Franklin Street
Forrest ACT 2603

.....
Name/title/address of authorised officer

SIGNED for and on behalf of **Diocese of Lismore Catholic Schools Limited** by an authorised officer:



Signature of authorised officer

Adam Spencer
Director of Catholic Schools, CEO
3 Dawson Street, Lismore NSW 2480

.....
Name/title/address of authorised officer

SIGNED for and on behalf of The **Trustees of the Roman Catholic Church for the Diocese of Maitland-Newcastle, trading as the Diocese of Maitland-Newcastle Catholic Schools Office** by an authorised officer:



.....
Signature of authorised officer

Jacqueline Wilkinson
Director of Catholic Schools
841 Hunter Street,
Newcastle West 2302

.....
Name/title/address of authorised officer

SIGNED for and on behalf of **Sydney Catholic Schools Limited as trustee for Sydney Catholic Schools Trust** by an authorised officer:

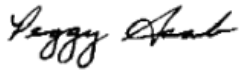


.....
Signature of authorised officer

Danielle Cronin, Executive
Director, Level 23,
680 George Street,
Sydney, NSW, 2000

.....
Name/title/address of authorised officer

SIGNED for and on behalf of **The Trustees of the Roman Catholic Church for the Diocese of Wagga Wagga** by an authorised officer:

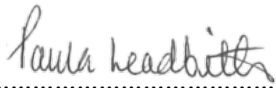


.....
Signature of authorised officer

Peggy Saab
Executive Director, Catholic Education
Diocese of Wagga Wagga
205 Tarcutta Street
Wagga Wagga NSW 2650

.....
Name/title/address of authorised officer

SIGNED for and on behalf of **The Trustees of the Roman Catholic Church for the Diocese of Wilcannia-Forbes** by an authorised officer:



.....
Signature of authorised officer

Paula Leadbitter
Director, Catholic Education
Catholic Education Wilcannia-Forbes
15 Johnston Street
Forbes NSW 2871

.....
Name/title/address of authorised officer

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



.....
Signature of authorised officer

Peter Hill,
Executive Director of Schools
280-286 Keira Street,
Wollongong NSW 2500

.....
Name/title/address of authorised officer