



DECISION

Fair Work Act 2009
s.185—Enterprise agreement

Catholic Commission for Employment Relations (AG2016/7793)

NSW CATHOLIC INDEPENDENT SCHOOLS (TEACHERS-MODEL C) MULTI-ENTERPRISE AGREEMENT 2017

Educational services

COMMISSIONER JOHNS

SYDNEY, 13 APRIL 2017

*Application for approval of the NSW Catholic Independent Schools (Teachers-Model C)
Multi-Enterprise Agreement 2017.*

[1] On 16 December 2016, the Catholic Commission for Employment Relations (**Applicant**) made an application for approval of the *NSW Catholic Independent Schools (Teachers- Model C) Multi-Enterprise Agreement 2017 (Agreement)*. The application was made pursuant to s 185 of the *Fair Work Act 2009* (Cth) (**Act**). The Agreement is a multi-enterprise agreement.

[2] The Agreement was lodged within 14 days after it was made.

[3] The agreement lodged contained errors. On 6 April 2017, the Applicant filed an amended version of the agreement. I am satisfied that the corrections should be made and that it is appropriate to do so pursuant to s.586 of the Act. A list of the corrections is attached in Annexure A.

[4] The Applicant has provided written undertakings. A copy of the undertakings is attached as Annexure B. The Commission is satisfied that the undertakings will not cause financial detriment to any employee covered by the Agreement and that the undertakings will not result in substantial changes to the Agreement. In any case, the Independent Education Union of Australia has not indicated any objection to the undertakings.

[5] Subject to the undertakings referred to above, the Commission is satisfied that each of the requirements of ss 186, 187, 188 and 190, as are relevant to this application for approval, have been met.

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

[7] The Agreement is approved. In accordance with s 54 of the Act the Agreement will operate from 20 April 2017. The nominal expiry date of the Agreement is 31 December 2019.



COMMISSIONER

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ANNEXURE A

AG2016/7793 NSW Catholic Independent Schools (Teachers – Model C) Multi-Enterprise Agreement 2017.

List of corrections being made via s586.

1. **subclause 6.2:** amending the subclause so that it now reads:

6.2 Additional Period of Notice for Teachers

Where:

*(a) the Teacher has completed more than five' years continuous service with the Employer;
and*

(b) the Teacher is over 45 years of age

the Teacher will receive an additional one week of notice to that provided in subclause 6.1.

There is no requirement for the Teacher to give the additional notice set out in this subclause.

2. **subclause 11.3 (b):** amending the cross reference in the subclause from 12.2 (c) to 11.2 (c)
3. **subclause 11.4 (a):** amending the cross reference in the subclause from 12.3 to 11.3
4. **subclause 12.2:** amending the subclause so that it now reads:
subclause 12.2 This subclause does not apply
5. **subclause 15.4 (a):** amending the subclause so that it now reads:

15.4 Entitlement to Long Service Leave and Payment on termination

*(a) A Teacher will be entitled to take long service leave accrued in accordance with
subclauses 15.2 and 15.3 of this clause on the completion of 10 years service with an
Employer and on the completion of each additional five years thereafter.*

6. **Subclause 15.12:** the deletion of this subclause as it was included in error.
7. **Annexure 3 – Employers covered by this agreement**
The first row of the column titled 'School Name', "Dunlea Centre" now reads "Dunlea Centre – Australia's Original Boys' Town".

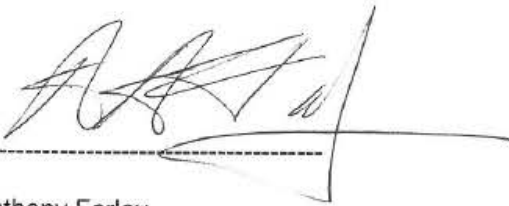
ANNEXURE B

Annexure A

AG2016/7793 - Application for approval of the *NSW Catholic Independent Schools (Teachers - Model C) Multi-Enterprise Agreement 2017*

On behalf of the Employers covered by the *NSW Catholic Independent Schools (Teachers - Model C) Multi-Enterprise Agreement 2017*, the Catholic Commission for Employment Relations (CCER) confirms and undertakes that paragraph 13.1(a) will not restrict the amount of accrued personal/carer's leave an employee may take in any year of employment.

5 April 2017

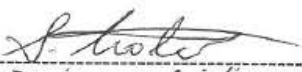


Anthony Farley

Executive Director

Catholic Commission for Employment Relations

Level 14, 133 Liverpool Street, Sydney


Employment Relations Advisor

Signature of Witness

Stephanie Golding

Name of Witness

133 Liverpool St, Sydney

Address

Note - this agreement is to be read together with an undertaking given by the employer. The undertaking is taken to be a term of the agreement. A copy of it can be found at the end of the agreement.

NSW Catholic Independent Schools (Teachers – Model C) Multi- Enterprise Agreement

[2017]

ARRANGEMENT

PART A	APPLICATION AND OPERATION
1.	Title of the Agreement
2.	Coverage of the Agreement
3.	Term and Operation
4.	Definitions
PART B	TERMS OF ENGAGEMENT
5.	Terms of Engagement
6.	Termination of Employment
PART C	CLASSIFICATIONS, RATES OF PAY AND ALLOWANCES
7.	Classifications
8.	Salaries, Allowances and Related Matters
9.	Promotion Positions
10.	Superannuation
PART D	LEAVE
11.	Annual Adjustment of Salary
12.	Annual Leave and Loading
13.	Personal/Carer's Leave
14.	Parental Leave
15.	Long Service Leave
16.	Other Leave
PART E	CONSULTATION AND REDUNDANCY, DISPUTE PROCEDURES AND OTHER MATTERS
17.	Consultation and Redundancy
18.	Dispute Procedures
19.	Fair Procedures
20.	Suspension
21.	Union Members and Representatives

PART F MISCELLANEOUS

- 22. Individual Flexibility Arrangements
- 23. Right to Request Flexible Working Arrangements
- 24. No Extra Claims

PART G MONETARY RATES

Pay Schedule 1-Rates of Pay

Pay Schedule 2 -Other Rates

Transition Schedule

PART H ANNEXURES

- Annexure 1 - Portability of Sick Leave
- Annexure 2 - Catholic Schools Intrastate Long Service Leave Portability Arrangement
- Annexure 3 - Employers covered by this Agreement

SIGNATURES TO THE AGREEMENT

PART A – APPLICATION AND OPERATION

1. Title of the Agreement

This Agreement will be known as the “*NSW Catholic Independent Schools (Teachers-Model C) Multi-Enterprise Agreement 2017*”.

2. Coverage of the Agreement

2.1 Subject to sub-clause 2.2, this Agreement covers and applies to:

- (a) the Employers listed in **Annexure 3 – Employers covered by this Agreement**
- (b) Teachers employed by the Employer who work in any Recognised School operated by the Employer; and
- (c) the Union, its officers and its members.

2.2 The Agreement will not apply to the following persons:

- (a) members of a recognised religious order and/or clerks in Holy Orders, and/or Ministers of Religion, provided that application may be made on behalf of any such member to be included within the scope of this Agreement;
- (b) persons employed as Teacher's aides, helpers, assistants or supervisors in or in connection with child care, child minding centres, Before and After School Care and Vacation Care services;
- (c) persons instructing students of the school in the areas of music or other individual arts and engaged on an individual fee basis;
- (d) sports coaches and trainers (unless appointed as Teachers);
- (e) foreign language or Language Other Than English Teachers engaged to instruct students on an individual basis e.g. oral communication skills tuition or other individual tuition; and
- (f) psychologists or counsellors (unless appointed as Teachers).

3. Term and Operation

3.1 This Agreement will commence on 1 January 2017 or 7 days after it is approved by the Fair Work Commission, whichever is later ('the commencement date') and remains in force until 31 December 2019.

3.2 As soon as practicable after the commencement date of this Agreement the Employer will pay each Teacher the difference (if any) between the rates of pay provided in this Agreement, and the amount actually received by the Teacher for the relevant period.

3.3 Relationship between the National Employment Standards and this Agreement

The National Employment Standards of the *Fair Work Act 2009* (Cth) (NES) apply to a Teacher covered by this Agreement, except where this Agreement provides for a more favourable outcome for the Teacher in a particular respect.

4. Definitions

In this Agreement:

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

“this Agreement” means the *“NSW Catholic Independent Schools (Teachers-Model C) Multi-Enterprise Agreement 2017”*

“Assistant Principal” means a Teacher appointed as such, who assists the principal in his/her responsibility for the conduct and organisation of the school.

“BOSTES” means the Board of Studies, Teaching and Educational Standards and from 2017 means the NSW Education Standards Authority, or any body that replaces such body.

“Casual Teacher” means a Teacher engaged as such by the Employer. A Casual Teacher will not normally be employed for a period greater than four school weeks for each engagement.

“Coordinator 1” means a Teacher in a School appointed to be responsible for:

- (a) an area of curriculum; and/or
- (b) an identified program in a school such as pastoral care; and/or
- (c) other duties as determined by the Principal.

“Coordinator 2” means a Teacher in a School appointed to be responsible for:

- (a) the coordination of identified curriculum area(s); and/or
- (b) the coordination of identified program(s) such as pastoral care; and/or
- (c) the support and supervision for those responsible for the teaching and implementation of programs; and/or
- (d) other duties as determined by the Principal.

“Coordinator 3” means a Teacher in a School 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:

- (a) the overall staff development program; and/or
- (b) coordination of an area of curriculum; and/or
- (c) the support and supervision of those responsible for the coordination of subject areas; and/or
- (d) the overall coordination of pastoral care, curriculum development and/or implementation and evaluation in the school; and/or
- (e) other duties as determined by the Principal.

“Employer” means an Employer covered by this Agreement as set out in sub-clause 2.1(a).

“Equivalent Qualifications or Equivalent Course” means a qualification or a course, as the case may be, which the Employer and the Teacher agree as being equivalent to the qualifications or course prescribed by the clause in question in this Agreement, or which the FWC or BOSTES determine as being so equivalent.

“Full-Time Teacher” means any Teacher other than a Casual Teacher or Part-Time Teacher.

“FWC” means the Fair Work Commission.

“Graduate” means a provisionally or conditionally accredited Teacher.

“Highly Accomplished Teacher” means a Teacher who is accredited at Highly Accomplished Teacher level under the *Teacher Accreditation Act (NSW) 2004*.

“Immediate Family” is as defined in the Act.

“Part-Time Teacher” means a Teacher who is engaged to work regularly but for less than a full school week and not more than 0.8 of the normal hours which a Full-Time Teacher at the School is required to teach. A Part-Time Teacher may work more than 0.8 of the normal full-time load where an agreement has been reached by the parties. Such agreement will be recorded in writing and signed by the Teacher and representative of the Employer. Any additional terms of the agreement (such as the length of the term of the agreement and the scheduling of the time that the Teacher is not required to teach) will be included.

“Pre-2004 Teacher” means a Teacher employed for the first time in New South Wales prior to 1 October 2004.

“Previous Agreement” means the *NSW Catholic Independent Schools (Teachers) Multi-Enterprise Agreement 2015-2016*.

“Primary Department” means that section or division of a school which provides a primary education (including infants) and includes a school which provides a primary education only.

“Proficient Teacher” (formerly known as Professional Competence) means accreditation at the Proficient Teacher level under the *Teacher Accreditation Act (NSW) 2004*.

“Promotion Position/s” means the position of Assistant Principal, Coordinator 1, 2 or 3

“Recognised Higher Education Institution” means an Australian university recognised by the relevant Australian tertiary education authority from time to time or a former College of Advanced Education recognised by the Tertiary Education Commission.

“Recognised School” means a school registered under the provisions of the *Education Act (NSW) 1990* or any registered special school within the meaning of that Act or school for children with disabilities.

“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.

“Secondary Department” means that section or division of a school which is not a primary department and includes a school which provides a secondary education only.

“Statement of Service” means a statement from an Employer on official letterhead that contains the date the Teachers started employment, the termination date, whether service was full-time, part-time or casual, whether any paid promotion positions were held and whether any leave without pay was taken.

“Teacher” means a person employed as such.

“Teacher-Librarian” means a Teacher appointed as such.

“Temporary Teacher” means a Teacher employed to work full-time or part-time for a specified period, which is greater than four school weeks. A Teacher may be employed as a Temporary Teacher in the following circumstances:

- (a) where a Teacher is employed to replace a Teacher on leave or secondment
- (b) where a school's staffing is to be reduced in the following year overall or in a department (in a secondary school). This may include but is not limited to circumstances such as declining enrolments or school amalgamations.
- (c) where a Teacher is employed on a specific program not funded by the Employer, or a new program or initiative funded by the Employer which is not of an ongoing nature.
- (d) where a Teacher resigns during a school year and the usual Employer practice is that such positions are filled on a temporary basis; or
- (e) where an ongoing position has not been able to be filled using normal selection criteria and the Teacher has been informed of this in writing prior to the appointment

Applicants must be advised in writing prior to accepting a position that it is temporary, the expected length of the appointment and the reason why it is temporary, and such reason being one of the reasons specified above.

In the case of paragraph (a), the appointment may be for the whole of the period of leave or secondment of the Teacher.

In the case of paragraphs (b) and (c), the appointment may be for a period of up to two full school years. The Employer, the Union and the Teacher may agree to extend the temporary period of appointment beyond two years. The Union shall not withhold its consent unreasonably.

In the case of paragraph (d) the appointment may be for not longer than the end of the school year in which the appointment occurs.

In the case of paragraph (e) the appointment may be for a period of up to one full school year.

The parties recognise that a Temporary Teacher may be appointed to a series of different temporary positions either within the school or at another school of the Employer immediately following the cessation of a prior temporary appointment.

“Union” means the Independent Education Union of Australia.

PART B – TERMS OF ENGAGEMENT

5. Terms of Engagement

5.1 Letter of Appointment

The Employer will provide a Teacher (other than a Casual Teacher), on appointment, with a letter stating the classification and rate of salary as at appointment, the normal teaching load that will be required, and an outline of superannuation benefits available to Teachers at the school.

5.2 Selection and Appointment Procedures

Normally teaching positions, except temporary positions of up to one term's duration and casual positions, will be appropriately advertised and appointments will be made following a selection process. Such appointments will be made on the basis of merit and suitability in accordance with documented Employer selection and appointment procedures.

5.3 Mission, Teachings, and Ethos

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

- (a) acknowledge and accept that their work in schools is part of the mission of the Catholic Church;
- (b) agree in the performance of their role to uphold the mission, teachings and ethos of the Catholic Church in Catholic Education;
- (c) will avoid any influence on students that is not consistent with such mission, teachings or ethos.

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

5.4 Normal Duties

The normal duties of Teachers will include playground duties, sports duties, and usual co-curricular and extra-curricular activities and, in relation to Teachers appointed to residential positions, the usual residential and other duties as required.

5.5 Meal Break

A Teacher will be entitled to a minimum of 30 consecutive minutes as a meal break during which period a Teacher will not be required to hold meetings, supervise, teach or coach sport, team games, cultural or academic activities.

5.6 Ordinary Weekly Hours of Work

- (a) This sub-clause supplements the NES that deals with maximum weekly hours.
- (b) The ordinary hours of a Teacher under this Agreement may be averaged over a 12 month period.

5.7 Support For Graduate Teachers

- (a) It is the responsibility of the individual Graduate Teacher to achieve accreditation at the level of Proficient Teacher within the required timeframes. The Employer will support the Graduate Teacher to obtain accreditation at the Proficient Teacher level, which will include participation in an orientation and/ or induction program, providing regular feedback, and may include providing a mentor teacher and other measures that the Employer may deem appropriate
- (b) A Graduate Teacher is required to engage in ongoing discussions with their Employer 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, they should discuss the matter with the relevant supervisor or Coordinator. If concerns remain, the matter should be referred to the Principal. In the event that the matter remains unresolved, the matter may be dealt with in accordance with **Clause 18 - Dispute Procedures**.
- (c) Where an Employer considers that a Graduate Teacher may not complete their accreditation at Proficient Teacher standard within the legislated timeframes, the Employer will advise the Teacher of this and the reasons why at the commencement of the final term of the teacher's second year of teaching. The representative of the Employer will meet with the Teacher to develop a plan to support the Teacher to reach Proficient Teacher level.

5.8 Statement of Service

- (a) Upon the termination of the employment of a Teacher (other than a Casual Teacher), the Employer will provide a statement of service.
- (b) Upon request, a Casual Teacher will be supplied with a statement setting out the number of days of duty undertaken by the Teacher during the period of the engagement, provided such request is made during or on termination of the casual engagement.

6. Termination of Employment

6.1 Period of Notice

Subject to **subclause 6.2**, the employment of any Teacher (other than a Casual Teacher) will not be terminated by the Employer or the Teacher without at least four school term weeks' notice, or the payment of four weeks' salary in lieu of notice. Four school term weeks' notice must expire in the term it is given either:

- (a) at the end of the said school term; or
- (b) at least two weeks before the end of the said school term.

An Employer must give the Teacher written notice of the day of termination. If an Employer does not provide the minimum period of notice as provided in this **Clause 6 - Termination of Employment**, the Employer must pay the Teacher before terminating employment an amount in lieu of notice of at least the amount the Employer would have been liable to pay the Teacher had the Teacher continued to work until the end of the notice period.

6.2 Additional Period of Notice for Teachers

Where:

- (a) the Teacher has completed more than five years' continuous service with the Employer; and
- (b) the Teacher is over 45 years of age

the Teacher will receive an additional one week of notice to that provided in subclause 6.1. There is no requirement on the Teacher to give the additional notice set out in this subclause.

6.3 Summary Dismissal

Subclauses 6.1 and 6.2 will not affect the right of the Employer to dismiss summarily any Teacher for incompetence, misrepresentation, neglect of duty or other misconduct.

6.4 Payments Due

On termination of employment Teachers shall be paid all wages and other monies due, including any payments which may be due in lieu of annual leave and/or long service leave.

If a Teacher fails to give the notice specified in **subclause 6.1 Period of Notice**, an amount equal to payment for the period of notice not given by the Teacher shall be a debt owed by the Teacher to the Employer. An Employer may withhold from any amount payable under this Agreement, an amount for the period of notice not given by the Teacher only when the Teacher provides authorisation for such a deduction in accordance with s324 of the Act.

6.5 Payment on Termination

A Full-time, Part-Time or Temporary Teacher will be entitled on termination of employment to a payment calculated in accordance with this clause which will apply:

- (a) in lieu of the corresponding provisions of the Act; and
- (b) notwithstanding any other provisions in this Agreement.

6.6 Calculation of Payments

- a) A payment made pursuant to this clause to a Teacher whose teaching hours have remained constant during the school year in which the termination is effective will be calculated in accordance with the following formula:

$$1 \quad \frac{A \times B}{C} = D$$

$$2 \quad D - E = F$$

$$3 \quad \frac{F \times G}{2} = H$$

where:

A is the number of term weeks worked by the Teacher 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 Teacher since the School Service Date.

F is the result in weeks.

G is the Teacher's current fortnightly salary.

H is the amount due.

- (b) A payment made pursuant to this clause to a Teacher whose teaching hours have varied during the course of the school year in which the termination is effective will be calculated in accordance with the following formula:

$$1 \quad A - B = C$$

$$2 \quad \frac{C \times D}{E} = F$$

$$3 \quad F - B = G$$

where:

A is the total salary paid to the Teacher since the School Service Date.

B is the salary paid to the Teacher in respect of non-terms weeks since the School Service Date.

C is the salary paid to the Teacher 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.

PART C – CLASSIFICATIONS, RATES OF PAY AND ALLOWANCES

7. Classifications

7.1 Classifications

- (a) Subject to **subclause 7.4 Transition Arrangements**, a Full-time, Part-time or Casual Teacher will be classified in accordance with their level of accreditation and teaching service from the commencement date, as follows:

(i) **Graduate**

A provisionally or conditionally accredited Teacher and a Proficient Teacher with less than two years' full-time equivalent service will be classified as Graduate.

(ii) **Proficient, Level 1 – 5**

- (A) A Teacher who is accredited at Proficient Teacher and has completed a minimum two years' full time equivalent service, will be classified as Proficient.
- (B) A Teacher's full-time equivalent service will determine the appropriate Proficient Level at which a Teacher will commence. A Teacher's full-time equivalent service is to be calculated from the later of two dates – the date on which the Teacher achieved Proficient Teacher accreditation OR the date on which the Teacher completed two years' full-time equivalent service.

For example: A Teacher achieved Proficient Teacher accreditation on 1 July 2014 and completed two years' full-time equivalent service on 1 September 2014. If the Teacher completed a further two years' full-time equivalent service by 1 September 2016, the Teacher's classification as at 1 January 2017 (the commencement date) would be Proficient Level 3 and they would progress to Proficient Level 4 on 1 September 2017 (subject to **subclause 7.4 – Transitional Arrangements**).

(iii) **Highly Accomplished**

- (A) A Teacher who is accredited at Highly Accomplished Teacher, and maintains that accreditation, will be classified as Highly Accomplished. Accreditation as a Highly Accomplished Teacher is voluntary.
- (B) A Teacher is not entitled to receive a Promotion Position allowance in addition to the Highly Accomplished salary. A Teacher in a Promotion Position who is also accredited as a Highly Accomplished Teacher is entitled to the higher of either the Highly Accomplished salary or their Proficient salary and Promotion Position allowance.
- (b) A Teacher will be advised of their classification and applicable rate of pay at the commencement of their employment.
- (c) In order to establish to the satisfaction of the Employer the previous full-time equivalent service of a Teacher, the Teacher will provide documentation to establish the Teacher's qualifications, accreditation and length of service as provided in **paragraphs 7.3(a) and (b)**. The period so established will be taken to be the length of such service.

- (d) For the purpose of **subclause 7.1(a)(ii) – Proficient, Level 1-5**, a Proficient Teacher will include:
 - (i) A Pre-2004 Teacher – such a Teacher will be deemed Proficient after three years' full-time equivalent teaching service;
 - (ii) A Teacher who had Proficient Teacher accreditation and a minimum of two years' full-time equivalent service but has had a break from teaching of five years or more and has therefore been required to re-obtain Proficient Teacher accreditation – such a Teacher will be deemed Proficient from the date he or she originally obtained Proficient Teacher accreditation;
 - (iii) A Teacher who has more than five years' full-time equivalent teaching service, but such service was completed interstate and the Teacher has therefore been required to obtain Proficient Teacher accreditation – such a Teacher will be deemed Proficient on the date that they completed three years' full-time equivalent teaching service.

7.2 Progression

- (a) A Teacher will progress as follows:
 - (i) Provisionally or conditionally accredited Teachers will be classified at Graduate;
 - (ii) A Teacher will progress from Graduate to Proficient, Level 1 when they have completed a minimum of two years' full-time equivalent service and gained accreditation at Proficient Teacher.
 - (iii) A Teacher will progress to the next Level within the Proficient classification upon completion of 12 months' full-time equivalent service.
 - (iv) Subject to **subparagraph 7.1(a)(iii)**, a Teacher classified at Proficient will progress to Highly Accomplished upon achieving accreditation at Highly Accomplished Teacher. Where a Teacher does not maintain Highly Accomplished Teacher accreditation, they will revert to the Proficient Level and rate of pay determined in accordance with **subclause 7.1(a)(ii)** from the commencement of the first full pay period after the date accreditation is not maintained.
- (b) Progression will occur from the commencement of the first full pay period after the date the Teacher satisfies the relevant progression requirement/s provided in **subclauses 7.2(a)(i),(ii),(iii) or (iv)**.

7.3 Full-Time Equivalent Service

- (a) For the purpose of this clause, full-time equivalent service means teaching service equivalent to full-time teaching service in a Recognised School or in schools certified or registered under the appropriate legislation in other States or Territories of the Commonwealth of Australia. For the purpose of calculating service:
 - (i) Any employment as a Full-Time Teacher (including employment as a Temporary Full-Time Teacher) will be counted as service;
 - (ii) The amount of service of a Part-Time Teacher (including a Temporary Part-Time Teacher) will be calculated by reference to the ratio which the

number of hours taught by the Teacher in any year bears to the normal number of hours taught by a Full-Time Teacher at the School in the same year;

- (iii) The amount of service of a Casual Teacher will be calculated on the basis that 204 casual days are equivalent to one year of full-time teaching service.
- (b) For the purpose of calculating the full-time equivalent years of service referred to in **subclauses 7.1** and **7.2** periods of leave without pay and unpaid parental leave will not count as service.

7.4 Transition Arrangements

- (a) Teachers employed by a School prior to or on 31 December 2016 will transition to the classification structure contained in **subclause 7.1 – Classifications** in accordance with the **Transition Schedule of Part G – Monetary Rates**.
- (b) For the purpose of this **subclause 7.4**, “School” means a Recognised School operated by an Employer covered by this Agreement.
- (c) The arrangements contained in the Transition Schedule will not apply to Teachers employed by a School after 31 December 2016. For the purpose of this subclause, a Teacher employed after 31 December 2016 means a Teacher who does not have continuous service with the same School they commenced employment with on or before 31 December 2016. Teachers employed by a School after this date will be classified in accordance with **subclause 7.1- Classifications** and will receive the salary provided in the relevant Table of **Pay Schedule 1**.

For example: A Teacher who was previously employed in 2016 by a School covered by this Agreement and is subsequently employed by another School covered by this Agreement in June 2017, will be classified in accordance with **subclause 7.1 - Classifications**, and will receive the applicable salary provided in the relevant Table of **Pay Schedule 1**, and will not have access to the Transition Arrangements.

- (d) For the purpose of this **Clause 7 - Classifications**, a Teacher’s service date (being the date on which a Teacher will have completed a further 12 months’ full-time equivalent service) will be recognised for the purpose of **subclause 7.2- Progression**.

For example: a former Step 10 full-time Proficient Teacher whose service date is 10 March will be classified as Proficient 2 on 1 January 2017. On 10 March 2017, the Teacher will progress to Proficient 3, and the transition arrangements will cease to apply.

- (e) The Transition Arrangements in **subclause 7.4 – Transition Arrangements** will cease to apply to a Teacher when they progress to the next classification and/or Level in accordance with **subclause 7.2 – Progression** and/or cease employment with a School.
- (f) A Teacher receiving a transitional rate of pay in accordance with **subclause 7.4 – Transition Arrangements**, who has not progressed to the next classification and/or Level in accordance with **subclause 7.2 – Progression** by 1 January will receive a:
 - (i) 2.5% pay increase to their transitional rate of pay from the first full pay period on or after 1 January 2018

- (ii) 2.5% pay increase to their transitional rate of pay from the first full pay period on or after 1 January 2019.

7.5 Savings Clause

No Teacher (including a Casual or Temporary Teacher with a minimum of 20 days' service at a single School), employed by the same School at any time in the twelve month period prior to the commencement date will, as a result of this Agreement, receive a rate of pay that is less than the rate they would have received immediately prior to the commencement date.

8. Salaries, Allowances and Related Matters

8.1 Salaries Payable

The minimum annual rate of salary payable to Full-time Teachers in schools will be in accordance with the Teacher's accreditation and experience as set out in **Clause 7- Classifications** and in **Table 1A** in **Pay Schedule 1** of **Part G - Monetary Rates**. Fortnightly rates will be calculated by multiplying the annual salary by 14 and dividing by 365 with the answer rounded to two decimal points.

8.2 Payment of Salary

- (a) The minimum annual salaries payable to Teachers will be set out in **Table 1A** in **Pay Schedule 1** of **Part G - Monetary Rates** of this Agreement.
- (b) The salary payable to a Teacher other than a Casual Teacher pursuant to this clause, will be payable fortnightly.
- (c) The salary payable to a Teacher, pursuant to this clause, will be payable at the election of the Employer by cash, cheque or Electronic Funds Transfer into an account nominated by the Teacher.

8.3 Payment of Part-Time, Temporary and Casual Teachers

- (a) Subject to **paragraph 8.3 (b)**, a Part-Time Teacher, including a temporary Part-Time Teacher, will be paid at the same rate as a Full-Time Teacher with the same classification, but in that proportion which the number of hours which are normal teaching hours bear to the hours which a Full-Time Teacher at the school is normally required to teach.
- (b) A Part-Time Teacher-Librarian, including a Temporary Part-Time Teacher-Librarian, will be paid at the same rate as a Full-Time Teacher-Librarian with the same classification, but in that proportion which the number of hours which are the normal working hours bears to the hours of a Full-Time Teacher-Librarian at school is normally required to work. If there is no Full-Time Teacher-Librarian employed at the school the proportion will be based on the numbers of hours which a Full-Time Teacher-Librarian at the school would be required to work if employed.
- (c) No Part-Time Teacher will be required to attend school on any day on which he or she is 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.
- (d) Part-Time Teachers will 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 the needs of pupils are met. In the event of a dispute between the Teacher and the principal in relation to this clause, the parties will follow the procedure set out in **Clause 18 - Dispute Procedures** of this Agreement.

(e) **Casual Teacher**

The minimum rate of pay for a Casual Teacher shall be the applicable rate set out in the **Table 1B in Pay Schedule 1 of Part G - Monetary Rates** which is inclusive of a 5% loading and is in compensation for annual leave, leave loading, personal/carers leave and redundancy payments. Casual rates have been calculated by dividing the annual rate by 204 for a Full Day and by 408 for a Half Day and in each case adding 5%. The Teacher will be placed on Graduate or Proficient in accordance with their classification pursuant to **Clause 7- Classifications**.

These rates include the pro rata payment in respect of annual leave pursuant to the National Employment Standards.

8.4 Travelling Expenses

- (a) Where the use of a vehicle is required in connection with employment, other than for journeys between home and place of employment, the Teacher will be paid an allowance in accordance with **Pay Schedule 2 – Other Rates of Part G - Monetary Rates**. This allowance will be increased in line with CPI Increases (All Groups, Weighted average of eight capital cities).
- (b) Travelling and other out of pocket expenses reasonably incurred by a Teacher in the course of duties required by the Employer, will be reimbursed by the Employer.

8.5 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.

8.6 Overpayment

Where an Employer becomes aware that payments have been made over or under entitlements provided for under the Agreement, the Teacher will be notified and the parties will attempt to reach agreement on the money due or to be recovered. If the parties are unable to reach agreement, either party may have recourse as provided for in **Clause 18 - Dispute Procedures**.

8.7 Annual Remuneration

- (a) Notwithstanding **subclause 8.2 Payment of Salary**, an Employer may offer and a Teacher may elect to receive his or her annual remuneration as a combination of salary (payable fortnightly) and benefits payable by the Employer. The sum total of such salary, benefits, fringe benefits tax and Employer administrative charge will equal the appropriate salary and allowance prescribed by **subclause 8.1- Salaries Payable, subclause 8.8 Special Education Teacher Allowance and subclause 9.1 - Salaries and Allowances for Promotions Positions**.
- (b) The Employer will determine the range of benefits available to the Teacher and the Teacher may determine the mix and level of benefits as provided in **paragraph 8.8 (a)**.
- (c) Any payment calculated by reference to the Teacher's salary and payable either:

- (i) during employment; or
- (ii) on termination of employment; or
- (iii) on death

will be at the rate prescribed by **subclause 8.1 - Salaries Payable**, **subclause 8.8 Special Education Teacher Allowance** and **subclause 9.1 - Salaries and Allowances for Promotions Positions**.

8.8 Special Education Teacher Allowance

- (a) Teachers appointed to teach classes of children with a disability shall be paid in addition to the salaries provided for in **Clause 8 Salaries, Allowances and Related Matters** an allowance set out in Pay Schedule 2 – Other Rates.
- (b) A principal Teacher of a school for children with a disability shall be paid, in addition to the salaries provided in **Clause 8 Salaries, Allowances and Related Matters** and the allowance provided in **paragraph 8.8 (a)**, a further allowance at the rate as set out in Pay Schedule 2 – Other Rates for each member of staff being supervised, provided that the maximum payment for such further allowance shall be as set out in the Schedule.

9. Promotion Positions

9.1 Salaries and Allowances for Promotions Positions

The minimum annual salary or allowance payable to Teachers appointed to promotion positions will be as set out in the **Table 1C in Pay Schedule 1 of Part G - Monetary Rates** for that school in accordance with **subclause 8.1 Salaries Payable** and shall be payable fortnightly. Where an allowance is payable, it will be in addition to the salary payable to the Teacher. Fortnightly rates will be calculated by multiplying the annual rate by 14 and dividing by 365 with the answer rounded to two decimal points.

9.2 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 prescribed for that position.

9.3 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.

9.4 Minimum Number of Promotions

- (a) The minimum number of promotion positions required to be appointed will be as set out in **subclause 9.5 - Promotion Positions in Primary and Secondary Departments**, provided that where there is a programme of work in an area of instruction (including curriculum sporting instruction) in a Secondary Department the hours of which aggregate more than 54 hours per week averaged over the school year a Coordinator 2 will be appointed to co-ordinate such area of instruction.
- (b) 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. 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.

9.5 Promotion Positions– Primary and Secondary Departments

- (a) The position of Assistant Principal will be appointed where the enrolment at the previous year's census date in a Secondary Department exceeds 200 students or in a Primary Department where the enrolment at the previous year's census date exceeds 100 students. Provided that an Assistant Principal need only be appointed in a Primary Department where the school only consists of a Primary Department or the Primary Department of the school is at a different location from the Secondary Department.

- (b) The minimum number of promotions positions 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	Number of Points
1 – 200	2
201 – 300	4
301 – 400	6
401 – 500	8
501 – 600	12
601 – 700	14
701 – 800	22
801 – 900	22
901 +	24

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

The number of promotion positions (not including Assistant Principal) 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 positions 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	Number of Points
1 – 100	-
101 – 200	-
201 – 250	2
251 – 300	2
301 – 400	2
401 – 500	4
501 – 600	4
601 – 700	6
701 – 800	6
801 +	6

Note: This table does not include the positions of Principal or Assistant Principal.

The number of promotion positions (not including Assistant Principal) required to be appointed will be calculated by allowing one point for each Co-ordinator 1, two points for each Co-ordinator 2 and three points for each Co-ordinator 3.

9.6 Period of Appointment

The period of appointment will be as agreed between the Employer and Teacher on appointment.

10. Superannuation

10.1 Definitions

For the purposes of this clause:

- (a) “Basic Earnings” means:
 - (i) the minimum annual rate of pay prescribed for the Teacher by **subclause 8.1 – Salaries Payable**;
 - (ii) allowances or salaries paid in respect of promotion positions pursuant to **Clause 9 – Promotions Positions**;
 - (iii) allowances paid in respect of subclause **8.8 - Special Education Teacher Allowances**;
 - (iv) the amount of any payment made to the Teacher pursuant to **Clause 11 – Annual Adjustment of Salary and Clause 6 - Termination of Employment**; and
 - (v) any other payment that is ‘ordinary time earnings’ (OTE) as defined in subsection 6(1) of the *Superannuation Guarantee (Administration) Act 1992 (SGAA)*.
- (b) “Fund” means:
 - (i) NGS Super;
 - (ii) The Australian Catholic Superannuation and Retirement Fund (ACSRF); and
 - (iii) any other superannuation fund approved in accordance with the Commonwealth’s operational standards for occupational superannuation funds which the Teacher is eligible to join and which is approved by the Employer as a fund into which an Teacher of that Employer may elect to have the Employer pay contributions made pursuant to this Agreement in respect of that Teacher;

provided that, if offered as a default Fund, the Fund offers a MySuper product as defined by the *Superannuation Industry (Supervision) Act 1993*.

10.2 Benefits

- (a) Each Employer shall, in respect of each Teacher pay superannuation contributions into the Fund nominated by the Teacher at the rate of 9.5 per cent of the Teacher’s Basic Earnings.
- (b) The percentage rate in **paragraph 10.2(a)** reflects, and will increase to reflect any future increases to, the “Charge Percentage” as set out in section 19 of the SGAA. Any such future increases to the percentage rate in **paragraph 10.2(a)** will take effect at the date of commencement of any such increase to the Charge Percentage.
- (c) Where a new Teacher commences in employment, the Employer shall advise the Teacher in writing of the Teacher’s superannuation entitlements under this Agreement and of the available Funds within two weeks of the date of commencement of employment. The Teacher shall advise the Employer in writing of their choice of Fund. If the Teacher does not nominate a Fund, the

Employer may nominate a default Fund. NGS Super will be made available by the Employer to each Teacher.

10.3 Transfers between Funds

If a Teacher is eligible to belong to more than one Fund, the Teacher will be entitled to notify the Employer that the Teacher wishes the Employer to pay contributions in respect of the Teacher 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 Teacher's application to join the other Fund; and
- (b) that the Teacher has notified the trustees of the Teacher's former Fund that the Teacher no longer wishes the contributions which are paid on the Teacher's behalf to be paid to that Fund.

10.4 Exceptions

An Employer shall not be required to make contributions under this Agreement in respect of an Teacher who:

- (a) is absent from his or her employment without pay, for such period of absence without pay; or
- (b) subject to the provisions of **paragraph 10.2(d)** (Qualified Teacher), earns less than \$450 salary per month; or
- (c) is under the age of 18 years old and works less than 30 hours per week; or
- (d) is otherwise referred to in section 27 of the SGAA.

PART D – LEAVE

11. Annual Adjustment of Salary

11.1 Application

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

11.2 The provisions of this clause shall apply as set out in the relevant subclauses where:

- (a) a Teacher (other than a Casual Teacher) commences employment after the School Service Date;
- (b) a Teacher (other than a Casual Teacher) takes approved leave without pay or unpaid parental leave for a period which (in total) exceeds 20 pupil days in any year; or
- (c) the normal teaching hours of the Teacher have varied since the School Service Date.

11.3 Calculation of Payments

- (a) A payment made pursuant to **paragraphs 11.2 (a) or (b)** shall be calculated in accordance with the following formula:

Steps	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 Teacher 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 Teacher since the School Service Date

F is the result in weeks

G is the Teacher's current fortnightly salary

H is the amount due

- (b) A payment made pursuant to paragraph 11.2 (c) to a Teacher whose normal teaching hours have varied shall be calculated in accordance with the following formula:

Steps	Formula
1	$A - B = C$
2	$\frac{C \times D}{E} = F$
3	$F - B = G$

Where:

A is the total salary paid to the Teacher since the School Service Date

B is the salary paid to the Teacher in respect of non-term weeks since the School Service Date

C is the salary paid to the Teacher 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

11.4 Teachers who Commence Employment after the School Service Date

- (a) A Teacher who commences employment after the School Service Date shall be paid from the date the Teacher commences provided that, at the end of Term 4, the Teacher shall be paid an amount calculated pursuant to subclause 11.3 of this clause and shall receive no other salary until his or her return to work in the following school year.
- (b) In each succeeding year of employment, the anniversary of appointment of the Teacher for the purposes of this clause shall be deemed to be the School Service Date.

11.5 Teachers who Take Approved Leave Without Pay or Unpaid Parental Leave

Where a Teacher 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 Teacher shall be paid salary calculated in accordance with this clause as follows:

- (a) If the leave commences and concludes in the same school year payment shall be calculated and made at the conclusion of Term 4 of that school year.
- (b) If the leave is to conclude in a school year following the school year in which the leave commenced:
 - (i) at the commencement of the leave a payment shall be calculated and made in respect of the school year in which the leave commences; and
 - (ii) at the end of Term 4 in the school year in which the leave concludes a payment shall be calculated and made in respect of that school year.
- (c) Where a Teacher who has received a payment pursuant to **paragraph 11.5 (b)** returns from leave in the same year rather than the next school year as anticipated, then the Teacher shall be paid at the conclusion of Term 4 as follows:
 - (i) by applying the formula in **paragraph 11.3 (a)** as if no payment had been made to the Teacher at the commencement of leave;
 - (ii) by deducting from that amount the amount earlier paid to the Teacher.

11.6 Teachers Whose Hours Have Varied

Where the hours that a Teacher normally teaches at a school have varied since the School Service Date in any school year and the Teacher's employment is to continue into the next school year, the Teacher shall be paid throughout the summer pupil vacation as follows

- (a) the amount due pursuant to the formula in **paragraph 11.3 (b)** shall be calculated; and
- (b) the Teacher shall 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 teacher during the pupil vacation period is the same as the amount calculated above.

(Note: this will have the consequence that the last fortnight of the pupil vacation period in which the Teacher is paid the amount received will differ from the pay in the preceding fortnights).

- 11.7** Notwithstanding the provisions of **subclause 11.1** a Teacher shall not pursuant to this clause, be paid an amount in respect of a year of employment which is less than the amount to which the Teacher would otherwise be entitled under the provisions of the Act, in respect of a year of employment.

12. Annual Leave and Loading

12.1 Entitlement to Annual Leave

- a) A Teacher, other than a Casual Teacher, is entitled to four weeks annual leave, accrued in accordance with the Act, which shall be deemed to be taken from the commencement of the school summer vacation each year,
- b) A Teacher must take annual leave re-credited in accordance with the Act only during non-term weeks as directed by the Employer.

12.2 This subclause does not apply.

12.3 Subject to **subclause 12.8**, where a Teacher, other than a Casual Teacher, is given and takes annual holidays commencing at the beginning of the school summer vacation each year, the Teacher shall be paid an annual holiday loading calculated in accordance with this clause.

12.4 The loading shall be payable in addition to the pay payable to the Teacher for the period of the school vacation.

12.5 The loading shall be calculated:

- (a) in relation to such period of a Teacher's annual holiday as is equal to the period of annual holiday to which the Teacher is entitled for the time being under the Act at the end of each year of employment, or where relevant;
- (b) the period of annual leave calculated under **subclause 12.8**.

12.6 The loading shall be the amount payable for the period specified in **subclause 12.5** or **subclause 12.7** at the rate of 17½ per cent of the weekly equivalent of the Teacher's annual salary.

12.7 For the purposes of this clause, "salary" shall mean the salary payable to the Teacher at 1 December of the year in which the loading is payable, together with, where applicable, the allowances prescribed by **subclause 8.8 – Special Education Teacher allowance** and **Clause 9 - Promotion Positions**, but not including any other allowances or amount otherwise payable in addition to salary.

Provided that where **subclause 12.8** of this clause applies, "salary" shall mean the salary (together with allowances payable as aforesaid) payable immediately prior to the payment made to the teacher pursuant to **subclause 11.3** or **Clause 6 - Termination**.

- 12.8** Where a Teacher receives a payment pursuant to **paragraph 11.3 (a)** or **subclause 6.6 Payment On Termination**, the Teacher shall be entitled to that fraction of the annual leave loading to which he or she would be entitled if he or she had worked for the whole school year which is equal to the number of term weeks worked by the Teacher divided by the number of term weeks in the whole school year.

13. Personal/Carer's Leave

13.1 Entitlement

Any full-time, temporary or part-time Teacher shall be entitled to paid personal/carer's leave in respect of any absence on account of illness or injury, subject to the following conditions and limitations.

- (a) in respect of each year of service with an Employer, the period of personal/carer's leave shall, subject to **subclause 13.2**, not exceed in any year of service, 25 working days on full pay.
- (b) a Teacher shall not be entitled to paid personal/carer's leave for any period in respect of which such Teacher is entitled to workers' compensation.
- (c) a part-time Teacher shall be entitled to accrue paid personal/carer's leave on a pro rata basis based on the proportion that the number of teaching hours of that Teacher in a full school week bears to the number of teaching hours which a full-time Teacher at the school is normally required to teach.
- (d) a temporary Teacher shall be entitled to paid personal/carer's leave in that proportion which the period of appointment of the Teacher bears to the length of the school year.

13.2 Accumulation of Personal/Carer's Leave

Personal/carers leave shall accumulate from year to year as follows:

- (a) Untaken personal/carer's leave in any year of service with an Employer shall be accumulated from year to year, provided that a Teacher shall only be entitled to the personal/carer's leave accumulated in respect of the six years of continuous service immediately preceding the current year of service and the maximum accumulation shall not exceed 150 days on full pay. However, if as a result of this accrual cap, a Teacher's entitlement to personal/carer's leave would be less than the Teacher would have otherwise accrued under the NES of the Act, then the entitlement of the Act shall prevail.
- (b) Personal/carer's leave which accrues to a Teacher at the commencement of a year of service pursuant to **subclause 13.1** shall be taken prior to the taking of any personal/carer's leave which the Teacher has accumulated in accordance with this subclause.

13.3 Taking of Paid Personal/Carer's Leave

A Teacher may take paid personal/carer's leave if the leave is taken:

- (a) because the Teacher is not fit or able to work because of illness, or personal injury, or an unexpected personal emergency, or domestic violence affecting the Teacher; or

- (b) to provide care or support to a member of the Teacher's immediately family, or a member of the Teacher's household, who requires care or support because of:
 - (i) a personal illness, or personal injury, affecting the member; or
 - (ii) an unexpected emergency affecting the member; or
 - (iii) domestic violence.

13.4 Notice

A Teacher shall not be entitled to paid personal/carer's leave unless he or she notifies the Principal (or such other person as directed by the Principal) of:

- (i) their intention to take personal/carer's leave;
- (ii) the reason for their absence, being a reason specified in **subclause 13.3**; and
- (iii) the estimated duration of the absence.

Such notification shall occur prior to the ordinary commencement time of work at the Employer on any day or prior to the commencement of the first organised activity at the Employer in which the Teacher is involved on any day, whichever is earlier.

However, paid personal/carer's leave shall be available if the Teacher took reasonable steps to notify the Employer in accordance with this paragraph or was unable to take reasonable steps.

13.5 Evidence

- (a) Where a Teacher is absent from employment, with the exception of the first three days in each year, due to personal illness or personal injury or an unexpected emergency affecting the Teacher, the Teacher shall, at the Employer's request, provide a certificate from a medical practitioner or other evidence from a registered health practitioner, or such other evidence of personal illness or personal injury or unexpected emergency or domestic violence which is satisfactory to the Employer.
- (b) Where a Teacher has taken frequent single days of personal/carers leave, or taken extended personal/carer's leave such that the Employer requires additional information in relation to the Teacher's illness or injury and likely length of absence from work then the Employer may take action in accordance with this subclause.
 - (i) The Employer may arrange a meeting in order to clarify the position with the Teacher. The Employer shall invite the Teacher to respond verbally to the issues raised by the Employer. If the Teacher is a Union member, then the Teacher may seek Union advice and assistance.
 - (ii) After consideration of the Teacher's response, the Employer may
 - (A) require further evidence of illness; and/or

- (B) request the Teacher to obtain a second opinion from another doctor at the Employer's cost; and/or
 - (C) request a more detailed estimation of the likely length of the absence; and/or
 - (D) require the Teacher to obtain a medical report (at the Employer's cost) in relation to the likely period of absence; and/or
 - (E) discuss with the Teacher any other action.
- (iii) The Teacher may, if a member of the Union, request that this matter be discussed at any stage between the Union and the Employer.
 - (iv) Action shall only be taken pursuant to **paragraph 13.5 (b)** when authorised by the Principal of the school.
- (c) Where a Teacher is absent from employment to provide care or support for a member of the Teacher's immediate family, or a member of the Teacher's household, the Teacher shall, if required,
- (i) establish either by production of a certificate from a medical practitioner or other evidence from a registered health practitioner, or a statutory declaration, the illness or injury of the person concerned, and that the illness is such to require care by another person; or
 - (ii) establish by either the production of documentation acceptable to the Employer or a statutory declaration, the nature of the emergency or the fact of domestic violence and that such circumstance resulted in the person concerned requiring care or support from the Teacher.

In normal circumstances, a Teacher must not take personal/carer's leave under **paragraph 13.3 (b)**, where another person had taken leave to care the same person.

13.6 Portability

Exclusions: the following Catholic Independent Schools are excluded from the provisions of this subclause: Dunlea Centre, Engadine; Maronite College of the Holy Family Parramatta; and St Maroun's College, Dulwich Hill.

- (a) A Teacher who was previously employed with another Catholic Diocesan employer or Catholic Independent School as a Full-time, Part-time or Temporary Teacher shall be entitled to portability of personal/carer's leave in accordance with this subclause.

- (b) Untaken personal/carer's leave which has accumulated in accordance with **subclause 13.2** since 29 January 1996 shall be credited to the Teacher as their accumulated personal/carer's leave on the commencement of their employment with the Employer.
- (c) For a Teacher to be eligible for portability of personal/carer's leave under this clause, the Teacher must satisfy the following criteria:
 - (i) The Teacher has commenced employment with the Employer within six months or two terms, whichever is the greater, of the Teacher's employment terminating with the other Catholic Diocesan Employer or Catholic Independent School.
 - (ii) The former Catholic Diocesan Employer or Catholic Independent School will provide to each Teacher, on the Teacher's termination of employment, a completed version of the form set out in **Annexure 1 – Portability of Sick Leave** of this Agreement and the Teacher will provide the original completed form to the new Employer within four school weeks of the commencement of employment.
- (d) For the purpose of this subclause "Catholic Independent School" shall mean an employer set out in **Annexure 1 - Portability of Sick Leave** and "Catholic Diocesan Employer" shall mean the Archdioceses of Sydney and Canberra/Goulburn and the Dioceses of Broken Bay, Parramatta, Armidale, Bathurst, Lismore, Maitland-Newcastle, Wagga Wagga (and the Trustees of the Diocese of Wagga Wagga), Wilcannia-Forbes and Wollongong.
- (e) Notwithstanding paragraphs (a) and (b) of this subclause, the maximum personal/carer's leave portable pursuant to this subclause shall be 150 days and the personal/carer's leave in any one year pursuant to **paragraph 131 (a)** shall not exceed 25 days (with one or more employers).

13.7 Unpaid Personal/Carer's Leave

- (a) Subject to the requirements in **subclause 13.4 Notice** and **subclause 13.5 Evidence**, a Teacher, including a Casual Teacher, is entitled to take unpaid personal/carer's leave if they need to provide care or support for a member of the Teacher's immediate family or household who requires care and support due to illness or injury, due to an unexpected emergency affecting the member or due to the birth of a child.
- (b) The Employer and the Teacher shall agree on the period for which the Teacher will be entitled to not be available to attend work. In the absence of agreement, the Teacher is entitled to not be available to work for up to 48 hours (i.e. two days) per occasion. The Teacher is not entitled to any payment for the period of non-attendance.
- (c) A Teacher cannot take unpaid personal/carer's leave under this subclause if the Teacher is entitled to take paid leave pursuant to this clause.

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

14. Parental Leave

Except as varied by this clause, all other entitlements and requirements relating to parental leave under the Act shall 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.

14.1 Paid Parental Leave

- (a) A Teacher will be entitled to 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 Teacher.
- (b) The parental leave shall be paid for 14 weeks at the rate of salary the Teacher would have received, if the Teacher had not taken parental leave. (If the period of parental leave granted to the Teacher is for less than 14 weeks then the period of paid parental leave shall be for such lesser period). This period shall be inclusive of non-term periods falling within the 14 weeks, other than where a Teacher works up until the last day of a term in which case the paid parental leave shall be deemed to commence from the first day of the following school term. For the purpose of this paragraph, non-term periods shall not include the first four weeks of the school summer vacation period.
- (c) The Teacher may elect to be paid during the period of paid leave in **paragraph 14.1 (b)** either in accordance with the usual Employer payment schedule or as a lump sum payment in advance.
- (d) Where a Teacher applies for a lump sum payment in advance under **paragraph 14.1 (c)**, the Teacher shall give the Employer at least one month's notice of intention.
- (e) If a female Teacher has commenced paid parental leave and subsequently the female Teacher's pregnancy results in a miscarriage or a still birth, the Teacher shall be entitled to retain payment in accordance with this clause equivalent to salary for the period of parental leave taken by the Teacher.
- (f) Paid parental leave shall commence no earlier than one term prior to the expected date of birth, or in the case of adoption, from the date of the child's placement with the Teacher for adoption.
- (g) The Employer may deduct payment for any absence of the Teacher (to which the Teacher, but for this clause, would have been entitled under **Clause 13 - Personal/Carer's Leave**) in the period four calendar weeks prior to the expected date of birth from the payment of paid parental leave to which the Teacher is entitled pursuant to this subclause.

- (h) Non term weeks within the period of paid parental leave shall be deemed to be non term weeks worked by the Teacher for the purpose of **Clause 11 - Annual Adjustment of Salary** and **Clause 6 - Termination**.
- (i) A Teacher on paid parental leave in accordance with this clause will not be employed as a Casual Teacher by the Employer during such paid leave.
- (j) Where a Teacher gives birth to a child whilst on unpaid leave (other than parental leave in relation to the birth of the same child) the Teacher will be entitled to unpaid parental leave in accordance with the Act. However, the Teacher will not be entitled to an additional 14 weeks payment in accordance with **paragraph 14.1 (b)**.
- (k) Except as varied by this provision, the Act shall apply.

Notation

- (i) The Employers are of the view that 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.
- (ii) In order to facilitate the desirable practice referred to in paragraph (i) of this notation, the Employers are prepared to extend the time of parental leave beyond that maximum entitlement prescribed by the Act should the employee agree to return from parental leave at the commencement of the term immediately following the maximum period of leave required to be afforded by that Act.

14.2 Paid Parental Leave (Not Primary Caregiver)

- (a) Where a Teacher has an entitlement to and takes parental leave under the Act but is not the primary person responsible for the care of the child, the Teacher shall be entitled to paid parental leave in accordance with this subclause.
- (b) A Teacher shall be entitled to one day's leave with pay on the date of their child's birth, or on the day on which their child or the primary person responsible for the care of the child leaves hospital following the child's birth, or in the case of adoption, the date of the child's placement.
- (c) In addition to the entitlement in **paragraph 14.2 (b)**, the Teacher shall be entitled, subject to this subclause, to take paid parental leave in one continuous period not exceeding two weeks. The first week of such leave will be paid by the Employer and the second week of such leave will be deducted from, and will not exceed, the Employee's entitlement to paid personal/carer's leave pursuant to **Clause 14 – Personal Carer's Leave**
- (d) The Teacher shall be entitled to take such parental leave in the four weeks before the date, or expected date, of birth or placement of the child and not later than four weeks after the date of birth or placement of the child. Provided however that the Employer may, in exceptional circumstances, request the Teacher to take leave outside the period specified in this paragraph. If the Teacher chooses to agree to the Employer's request, such agreement will be

recorded in writing. In the case of adoption, unless otherwise agreed by the Employer, the Teacher's entitlement to take paid parental leave cannot start earlier than the date of the child's placement.

- (e) The entitlement to paid parental leave in **paragraphs 14.2(b) and 14.2(c)** is inclusive of, and not in addition to, the Teacher's entitlement to take unpaid parental leave in accordance with the Act.
- (f) The Teacher must, at least four weeks before proceeding on leave pursuant to this subclause, give written notice of the dates on which the Employee proposes to start and end the period of leave. The proposed dates may be varied by further written notice, subject to the provisions of **paragraph 14.2 (d)** above.

14.3 Casual Teachers

An Employer must not fail to re-engage a regular Casual Teacher because:

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

The rights of an Employer in relation to engagement and re-engagement of Casual Teachers are not affected, other than in accordance with this clause.

For the purposes of this clause a regular Casual Teacher is a Casual Teacher who works for an Employer on a regular and systematic basis and who has a reasonable expectation of ongoing employment on that basis.

14.4 Right to Request Extension of Parental Leave

A Teacher entitled to parental leave may request the Employer to allow the Teacher to extend the period of simultaneous unpaid parental leave up to a maximum of eight weeks or to extend the period of unpaid parental leave for a further continuous period of leave not exceeding 12 months.

14.5 Communication During Parental Leave

- (a) Where a Teacher is on parental leave and a definite decision has been made to introduce significant change at the workplace, the Employer shall take reasonable steps to:
 - (i) make information available in relation to any significant effect the change will have on the status or responsibility level of the position the Teacher held before commencing parental leave; and
 - (ii) provide an opportunity for the Teacher to discuss any significant effect the change will have on the status or responsibility level of the position the Teacher held before commencing parental leave.
- (b) The Teacher shall take reasonable steps to inform the Employer about any significant matter that will affect the Teacher's decision regarding the duration

of parental leave to be taken, whether the Teacher intends to return to work and whether the Teacher intends to request to return to work on a part-time basis.

- (c) The Teacher shall also notify the Employer of change of address or other contact details which might affect the Employer's capacity to comply with **paragraph 14.6 (a)**.

15. Long Service Leave

15.1 Applicability of *Long Service Leave Act 1955 (NSW)*

Except in so far as expressly varied by the provisions of this clause, the provisions of the *Long Service Leave Act 1955 (NSW)*, will apply to Teachers employed under this Agreement.

15.2 Accrual of Leave from 30 January 2006

The amount of long service leave which a Teacher will accrue in respect of service performed on and from 30 January 2006 will be:

- (a) In the case of a Teacher who has completed:
 - (i) less than 10 years service, in respect of full-time service a Teacher will accrue 6.5 days per year of service; and
 - (ii) ten or more years of service, in respect of full-time service a Teacher will accrue 10 days per year of service.
- (b) A Teacher will be entitled to accrue leave in respect of part-time service as set out in paragraph (a) of this sub-clause on a pro rata basis according to his or her FTE (as defined in paragraph (c) of this sub-clause).
- (c) For the purposes of this clause the "FTE" is defined as the proportion which the number of teaching hours per week worked by a Teacher bears to the number of teaching hours which a full-time Teacher at the school is required to teach per week. (NB that this formula is the same as that which is utilised in **subclause 8.3 Payment of Part-time, Temporary and Casual Teachers** of this Agreement for calculation of payment of Part-Time Teachers).
- (d) A Teacher will be entitled to leave in accordance with this subclause together with leave accrued before 30 January 2006 pursuant to subclause 16.3.

15.3 Calculation of Accrual as at 29 January 2006

- (a) A Teacher whose employment commenced prior to 30 January 2006 will have accrued long service leave as at 29 January 2006 in accordance with previous applicable industrial instruments and legislative provisions.

A summary of the accrual rates pursuant to these provisions is set out below:

Calculation of Entitlement:

Prior to 31 July 1985	0.866 weeks per year.
1 August 1985 to 30 January 1995	1.05 weeks per year up to 10 years of service. 1.5 weeks per year after 10 years of service.
31 January 1995 to 31 January 2001	1.3 weeks per year up to 10 years of service. 1.9 weeks per year, after 10 years of service.
1 February 2001 to 29 January 2006	1.3 weeks per year up to 10 years of service. 2 weeks per year after 10 years of service.

- (b) On and from 30 January 2006 long service leave accrual has reflected the differing patterns of work of Teachers within Catholic schools, whose teaching load changes from full-time to part-time and/or vice versa during their working career. To that end on 29 January 2006, all existing accruals were converted from weeks to working days.
- (c) The following formula was used to calculate the number of days of long service leave that a Teacher is entitled to as at 29 January 2006:
 - (i) all full-time Teachers, as at 29 January 2006, had their weeks of accrued long service leave converted to days on the basis of one week of accrued leave equals five days of accrued leave;
 - (ii) all Part-Time Teachers, as at 29 January 2006, had their weeks of accrued long service leave converted to days by averaging the FTE (as defined in accordance with paragraph (c) of **subclause 15.2** of this clause) of the last five years of eligible service, comparing it with the current FTE (i.e. as at 29 January 2006) and using the higher figure for conversion to days.
- (d) Notwithstanding the provisions of this subclause, some enterprise agreements provided for different rates of long service leave in periods prior to 15 August 2001.

15.4 Entitlement to Long Service Leave and Payment on Termination

- (a) A Teacher will be entitled to take long service leave accrued in accordance with **subclauses 15.2 and 15.3** of this clause on the completion of 10 years service with an Employer and on the completion of each additional five years service thereafter.
- (b) In the case of a Teacher who has completed at least five years service with an Employer and the service of the Teacher is terminated or ceases for any reason, such Teacher will be paid their accrued long service leave calculated in accordance with **subclauses 15.2 and 15.3** of this clause.

15.5 Conditions of Taking Leave

- (a) It is the intention of the parties that the number of days of long service leave accrued by the Teacher can be taken at the Teacher's current FTE when the long service leave is taken.

For example, a Teacher works full-time for their first ten years of employment and then reduces to 2.5 days per week (0.5 FTE) for the next five years of their employment. The Teacher would accrue 65 days of long service leave for their first ten years of service and then 25 days of long service leave over their next five years of service, a total of 90 days long service leave. If the Teacher works 2.5 days per week (0.5 FTE) at the time they commence leave, the Teacher would be entitled to take their 90 days of long service leave over 36 weeks.

- (b) Where a Teacher has become entitled to long service leave in respect of the Teacher's service with an Employer, the Employer will give to the Teacher and the Teacher will take the leave as soon as practicable, having regard to the needs of the Employer, provided always that unless the Employer otherwise agrees, the Teacher will give not less than two school terms notice of the Teacher's wish to take leave, and further provided that the Employer will give the Teacher not less than two school terms' notice of any requirement that such leave be taken.
- (c) 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 a complete school term.
- (d) Long service leave will be exclusive of pupil vacation periods adjacent to or within the period of leave. Provided however that in the case only of a Teacher who wishes to take a short block of long service leave immediately before or immediately after a pupil vacation period but not in accordance with **subclause 15.10 Long Service Leave in Short Blocks**, then the Employer may impose that the leave is inclusive of the pupil vacation period adjacent to or within the period of leave.
- (e) 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.

15.6 Public Holidays and Long Service Leave

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

Notation: A contrary provision applied under previous applicable industrial instruments in place from 1 January 1985 until 7 December 2000.

15.7 Service

The service of a Teacher with an Employer will be deemed continuous notwithstanding the service has been interrupted by reason of the Teacher taking approved leave without pay (including unpaid parental leave in accordance with **Clause 14 - Parental Leave**), but the period during which the service is so interrupted will not be taken into account in calculating the period of service.

15.8 Payment in Lieu of Long Service Leave

Where a Teacher has an entitlement to long service leave and takes leave in accordance with the *Long Service Leave Act 1955 (NSW)* (that is, at least for a month) the Teacher and the Employer may agree that, in addition to payment for the long service leave taken, the Teacher may be paid an amount in lieu of any additional long service leave accumulated by the Teacher. The portion of long service leave that may be cashed out must not include the minimum leave entitlement under the *Long Service Leave Act 1955 (NSW)*.

Any payment arising from the conditions applicable in this subclause will be paid by the Employer upon the commencement of the Teacher's long service leave.

15.9 Long Service Leave and Leave without Pay

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 continuous service with that Employer. However such leave without pay will ordinarily be approved for terms in the same year.

15.10 Long Service Leave in Short Blocks

The Employer may permit Teachers to take long service leave in short blocks.

15.11 Long Service Leave Portability

Eligible Teachers are entitled to portability of long service leave as outlined in **Annexure 2 - Catholic Schools Intrastate Long Service Leave Portability Arrangement** of this Agreement.

16. Other Leave

16.1 Compassionate Leave

- (a) A Teacher (other than a casual Teacher) shall, on the death of an immediate family or household member of the Teacher be entitled to paid leave up to and including the day of the funeral of such relative. Such leave shall not exceed three working days per occasion.
- (b) A Teacher shall be entitled to paid leave, to spend time with an immediate family or household member on the occasion where they contract or develop a personal illness or sustain a personal injury where such illness or injury poses a serious threat to his or her life. Such leave shall not exceed two working days per occasion.
- (c) A Teacher must notify the Employer as soon as practicable of their intention to take leave under this subclause and must advise the Employer of the period, or expected period of leave.
- (d) A Teacher may be required to provide the Employer with satisfactory evidence of such death, personal illness or personal injury.
- (e) Where a Teacher takes compassionate leave in accordance with **paragraphs 16.1(a) or 16.1 (b)** an Employer, in its absolute discretion, may grant the Teacher additional leave as leave without pay or leave with pay.
- (f) Where a Teacher requests leave to attend a funeral for a person not specified in **paragraph 16.1(a)**, the Employer in its absolute discretion may grant the Teacher leave as leave without pay or compassionate leave with pay.
- (g) Where an Employer grants a Teacher leave with pay in accordance with **paragraphs 16.1(e) or 16.1 (f)**, such leave will be deducted from the Teacher's entitlement to Personal/Carer's Leave in accordance with **Clause 13 – Personal/Carer's Leave**.
- (h) Compassionate Leave may be taken in conjunction with other leave available under **Clause 13 – Personal/Carer's Leave**. In determining such a request the Employer will give consideration to the circumstances of the Teacher and the reasonable operational requirements of the business.
- (i) Compassionate Entitlement for Casual Teachers
 - (i) A Casual Teacher is entitled to up to two days of unpaid compassionate leave on each occasion when a member of the Employee's immediate family or a member of the Employee's household contracts or develops a serious illness that poses a serious threat to his or her life; sustains a personal injury that poses a serious threat to his or her life; or dies.
 - (ii) A Casual Teacher must notify the Employer as soon as practicable of their intention to take unpaid leave in accordance with **subparagraph 16.1 (j)** and must advise the Employer of the period or expected period of the leave.

- (iii) A Casual Teacher may be required to provide the Employer with satisfactory evidence of such death and/or illness or injury.
- (iv) An Employer must not fail to re-engage a Casual Teacher because the Teacher has accessed the entitlements in this subparagraph. The rights of an Employer to engage or not engage a Casual Teacher are otherwise not affected.

16.2 Military Reserve Leave

A Teacher 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.

16.3 Examination Study Leave

Any Teacher who, for the purpose of furthering Teacher training, enrolls in any course at a recognised higher education institution, will be granted leave:

- (a) with pay on the day of any examination required in the course;
- (b) without pay for the purpose of attending any compulsory residential school which is a part of such course.

16.4 Jury Service

- (a) A Full-Time or Part-Time Teacher required to attend for jury service during ordinary working hours will be provided with paid leave for this purpose. The Teacher will be required to reimburse to the Employer any monies payable to the Teacher for such attendance (excluding reimbursement of expenses) which required the Teacher's absence from school.
- (b) The Teacher will notify the Employer as soon as possible of the date upon which he or she is required to attend for jury service. The Teacher will provide to the Employer a copy of the summons to attend jury duty and a record of payments received as proof of attendance.

16.5 Community Service Leave

- (a) The Employer will provide a Teacher with community service leave in accordance with the Act.
- (b) Where the involvement of a Teacher (other than a Casual Teacher) in a community service activity has been approved by the Employer after consideration of the needs of the school, a Teacher will be entitled to paid leave of not more than five days in any school year (unless 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 Emergency Service or Volunteer Fire Brigade.

16.6 Overseas Volunteer Programs

- (a) A Full-Time or Part-Time Teacher will be entitled to leave without pay to work in a recognised overseas volunteer program in accordance with this sub-clause. Such 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.
- (b) A Teacher is eligible for leave after completion of five years continuous service with the Employer. An application for leave will be accompanied by evidence of approval to work in the scheme and the proposed period of leave.
- (c) Such leave without pay will not count as service with the Employer for the purpose of long service leave.

PART E – CONSULTATION AND REDUNDANCY AND DISPUTE PROCEDURES AND OTHER MATTERS

17. Consultation and Redundancy

17.1 Application of this clause

Except as varied by this clause, all other entitlements relating to redundancy under the Act shall apply.

17.2 Consultation regarding major workplace change:

(a) Duty to Notify and Discuss

(i) Where the Employer has made a definite decision to introduce major changes in production, program, organisation, structure or technology that are likely to have significant effects on Teachers, the Employer shall notify the Teachers who may be affected by the proposed changes and the union to which they belong.

(ii) The Employer shall discuss with the Teachers affected and their representative, which may be the union to which they belong the introduction of such changes and the likely effect on the Teachers and the measures taken to avert or mitigate the adverse effects of such changes.

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

(b) Discussions before Termination

(i) Where the Employer has made a definite decision that the Employer no longer wishes the job the Teacher has been doing done by anyone and that decision may lead to the termination of employment, the Employer shall hold discussions with the Teachers directly affected and with the union to which they belong.

(ii) The discussions shall take place as soon as is practicable after the Employer has made a definite decision which will invoke the provision of **subparagraph 17.2 (b)(i)** of this clause and shall cover, inter alia, any reasons for the proposed terminations, measures to avoid or minimise the terminations and measures to mitigate any adverse effects of any termination of the Teachers concerned.

(iii) For the purposes of the discussion the Employer shall, as soon as practicable, provide, in writing, to the Teachers concerned and their representative, which may be the union to which they belong, all relevant information about the proposed terminations including the reasons for the proposed terminations, the number and categories of Teachers likely to be affected, and the number of Teachers normally employed and the period over

which the terminations are likely to be carried out. Provided that the Employer shall not be required to disclose confidential information the disclosure of which would adversely affect the Employer.

(c) Notice for Change in Production, Program, Organisation or Structure

This paragraph sets out the notice provisions to be applied to terminations by the Employer for reasons arising from 'production', 'program', 'organisation' or 'structure' in accordance with **paragraph 17.2 (a)**. In order to terminate the employment of a Teacher the Employer shall give to the Teacher notice as set out in **Clause 6 - Termination** of this Agreement.

(d) Notice for Technological Change

This paragraph sets out the notice provisions to be applied to terminations by the Employer for reasons arising from 'technology' in accordance with **subclause 17.2**.

- (i) In order to terminate the employment of a Teacher the Employer shall give to the Teacher 3 months notice of termination.
- (ii) Payment in lieu of the notice above shall be made if the appropriate notice period is not given. Provided that employment may be terminated by part of the period of notice specified and part payment in lieu thereof.
- (iii) The period of notice required by this sub-clause to be given shall be deemed to be service with the Employer for the purposes of the *Long Service Leave Act 1955* (NSW), the Act, or any act amending or replacing either of these acts.

(e) Time Off During the Notice Period

- (i) During the period of notice of termination given by the Employer a Teacher shall be allowed up to one day's time off without loss of pay during each week of notice, to a maximum of five weeks, for the purposes of seeking other employment.
- (ii) If the Teacher has been allowed paid leave for more than one day during the notice period for the purpose of seeking other employment, the Teacher shall, at the request of the Employer, be required to produce proof of attendance at an interview or the Teacher shall not receive payment for the time absent.

(f) Teacher Leaving During the Notice Period

If the employment of a Teacher is terminated (other than for misconduct) before the notice period expires, the Teacher shall be entitled to the same benefits and payments under this clause had the teacher remained with the Employer until the expiry of such notice. Provided that in such circumstances the Teacher shall not be entitled to payment in lieu of notice.

(g) Statement of Employment

The Employer shall, upon receipt of a request from a Teacher whose employment has been terminated, provide to the Teacher a written statement specifying the period of the Teacher's employment and the classification of or the type of work performed by the Teacher.

(h) Notice to Centrelink

Where a decision has been made to terminate the employment of a Teacher, the Employer shall notify Centrelink as soon as possible giving relevant information including the number of Teachers likely to be affected and the period over which the terminations are intended to be carried out.

(i) Centrelink Employment Separation Certificate

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

(j) Transfer to Lower Paid Duties

Where a Teacher is transferred to lower paid duties for reasons set out in **paragraph 17.2 (a)**, and the Teacher agrees to the transfer, the Teacher shall be entitled to the same period of notice of transfer as the Teacher would have been entitled to if the Teacher's employment had been terminated, and the Employer may at the Employer's option make payment in lieu thereof of 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.

(k) Severance Pay

Where a Teacher is to be terminated pursuant to this clause, the Employer shall pay the following severance pay in respect of a period of continuous service:

- (i) If the Teacher is under 45 years of age, the Employer shall pay in accordance with the following scale:

<u>Years of Service</u>	<u>Under 45 Years of Age Entitlement</u>
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

- (ii) Where the Teacher is 45 years old or over, the entitlement shall be in accordance with the following scale:

<u>Years of Service</u>	<u>Over 45 Years of Age Entitlement</u>
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

- (iii) A week's pay means the all purpose rate of pay for the Employee concerned at the date of termination, and shall include, in addition to the ordinary rate of pay, over Agreement payments, shift penalties and allowances provided for in this Agreement.

(l) Incapacity to Pay

- (i) Subject to an application by the Employer and further order of the Fair Work Commission, the Employer may pay a lesser amount (or no amount) of severance pay than that contained in **paragraph 17.2 (k) Severance Pay**.
- (ii) The Fair Work Commission shall have regard to such financial and other resources of the Employer concerned as Fair Work Commission thinks relevant, and the probable effect paying the amount of severance pay in **paragraph 17.2 (k) Severance Pay** above will have on the Employer.

(m) Alternative Employment

Subject to an application by the Employer and further order of Fair Work Commission, the Employer may pay a lesser amount (or no amount) of severance pay than that contained in **paragraph 17.2 (k) Severance Pay** if the Employer obtains acceptable alternative employment for a Teacher.

17.3 Consultation about change to regular roster or ordinary hours of work

- (a) Where the Employer proposes to introduce a change to the regular roster or ordinary hours of work of Teachers, the Employer must consult with the Teacher or Teachers affected and their representatives, if any, about the proposed change. If the Teacher is a member of the Union, the Teacher may appoint the Union to be their representative.
- (b) The Employer must:
- (i) provide to the Teacher or Teachers affected and their representatives, if any, information about the proposed change (for example, information about the nature of the change to the teacher's regular roster or ordinary hours of work and when that change is proposed to commence);
- (ii) invite the Teacher or Teachers 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

- (iii) give consideration to any views about the impact of the proposed change that are given by the Teacher or Teachers concerned and/or their representatives.
- (c) The requirement to consult under this subclause does not apply where a Teacher has irregular, sporadic or unpredictable working hours.
- (d) These provisions are to be read in conjunction with other provisions within this Agreement concerning the scheduling of work and notice requirements.

18. Dispute Procedures

- 18.1** In the event of a dispute about a matter under the NES or this Agreement, in the first instance the parties must attempt to resolve the matter at the workplace by discussions between the Teacher or Teachers concerned and the relevant supervisor. If such discussions do not resolve the dispute, the parties will endeavour to resolve the dispute in a timely manner by discussions between the Teacher or Teachers concerned and more senior level of management as appropriate.
- 18.2** If a dispute is unable to be resolved at the workplace, and all appropriate steps under **subclause 18.1** have been taken, a party to the dispute may refer the dispute to the Fair Work Commission.
- 18.3** The parties may agree on the process to be utilised by the Fair Work Commission including mediation and conciliation.
- 18.4** Where the matter in dispute remains unresolved, the Fair Work Commission may exercise any method of dispute resolution permitted by the Act that it considers appropriate to ensure the settlement of the dispute.
- 18.5** An Employer or Teacher may appoint another person, organisation or association to accompany and/or represent them for the purpose of this clause.
- 18.6** While the dispute resolution procedure is being conducted, work must continue in accordance with this Agreement. Subject to applicable work health and safety legislation, a Teacher must not unreasonably fail to comply with a direction by the Employer to perform work, whether at the same or another School that is safe and appropriate for the Teacher to perform.

19. Fair Procedures

19.1 Definitions

For the purpose of this clause:

- (a) **'Child'** means a person under the age of 18 years:
- (b) **'Exempt Allegation'** means an allegation to which one or more of the exemptions to reportable conduct pursuant to the *Ombudsman Act 1974* (NSW) applies. These exemptions are:
 - (i) conduct that is reasonable for the purpose of the discipline, management or care of children, having regard to the age, maturity, health or other characteristics of the children and to any relevant codes of conduct or professional standards; or
 - (ii) the use of physical force that, in all the circumstances, is trivial or negligible, but only if the matter is to be investigated and the result of the investigation recorded under workplace employment procedures; or
 - (iii) conduct of a class or kind exempted from being reportable conduct by the Ombudsman under section 25CA of the *Ombudsman Act 1974* (NSW).
- (c) **'Reportable Allegation'** means an allegation of reportable conduct against an employee or an allegation of misconduct that may involve reportable conduct.
- (d) **'Reportable Conduct'** as defined in the *Ombudsman Act 1974* (NSW) means:
 - (i) any sexual offence, or sexual misconduct, committed against, with or in the presence of a child (including a child pornography offence); or
 - (ii) any assault, ill treatment or neglect of a child; or
 - (iii) any behaviour that causes psychological harm to a child; whether or not, in any case, with the consent of the child.

19.2 Natural Justice to Employees in dealing with reportable allegations and exempt allegations

- (a) A Teacher, against whom a reportable allegation or an exempt allegation has been made in the course of employment, is to be informed by his or her Employer (or the person delegated by his or her Employer to do so) of the reportable allegation or exempt allegation made against them and be given:
 - (i) an opportunity to respond to the reportable allegation or exempt allegation; and
 - (ii) sufficient information to enable them to respond to the matters alleged against him/her. He or she must be given full details unless the Police or other government agency involved in the investigation of the matters

alleged against the Teacher, have otherwise directed the Employer not to do so.

- (b) Where an interview is required, the Teacher shall be advised in advance of the general purpose of any interview relevant to the reportable allegation or exempt allegation; the names and positions of persons who will be attending the interview; the right to be accompanied by a person of the Teacher's choice (a witness). The Teacher shall be given sufficient notice of the proposed meeting time to allow such witness to attend. Such witness may be a Union representative.

19.3 Access to files

The Teacher may, subject to giving reasonable notice, inspect a file in regard to a reportable allegation or exempt allegation pursuant to the *Ombudsman Act 1974* (NSW):

- (a) The Teacher is to be informed by his or her Employer of the location of any files that the Employer holds relating to the Teacher, concerning a reportable allegation or an exempt allegation made against the Teacher;
- (b) Access is limited to the documents relevant to the adverse finding that was made and not the entire file.

19.4 The Employer may redact, restrict or withhold access to any such file, or part of a file, where the Employer has reason to believe that the provision of access would either:

- (a) compromise or put at risk the welfare or safety of a child who is the alleged victim or subject of the reportable allegation or exempt allegation, or
- (b) contravene any statutory provision, or guideline or policy directive of an government authority or agency, in relation to the reporting or investigation, including police criminal investigation, of any reportable allegation or exempt allegations, or
- (c) prevent the Employer from reporting the details of a reportable allegation or an exempt allegation against an Employee, in compliance with any statutory deadline.

19.5 Response Time

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

19.6 Additional Documentation from Teacher

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

19.7 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 a Teacher.

20. Suspension

Notwithstanding any of the provisions in this Agreement, an Employer may suspend a Teacher with or without pay while considering any matter which in the view of the Employer could lead to the Teacher's summary dismissal. Suspension without pay shall not be implemented by the Employer without prior discussion with the Teacher and shall not, except with the Teacher's consent, exceed a period of four weeks.

21. Union Members and Representatives

- (a) Meetings of Union members who are employed at the school may be held on the school premises at times and places reasonably convenient to both Union members and the Principal.
- (b) Union meetings must not take place during timetabled teaching time.
- (c) The Employer will permit the Union representative in the school to post Union notices relating to the holding of meetings on a common room noticeboard.
- (d) The Union representative in the school shall be permitted in working hours (other than timetabled teaching time) to meet the Employer or the Principal on Union business. Such interview shall take place at a time and place convenient to both parties.

PART F - MISCELLANEOUS

22. Individual Flexibility Arrangements

22.1 Individual Flexibility Arrangements

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

- (a) the arrangement deals with one or more of the following matters:
 - (i) arrangements about when work is performed;
 - (ii) overtime rates;
 - (iii) penalty rates;
 - (iv) allowances;
 - (iv) leave loading; and
- (b) the arrangement meets the genuine needs of the Employer and Employee in relation to one or more of the matters mentioned in paragraph (a); and
- (c) the arrangement is genuinely agreed to by the Employer and Employee.

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

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

22.3 The Employer must ensure that the individual flexibility arrangement:

- (a) is in writing; and
- (b) includes the name of the Employer and Employee; and
- (c) is signed by the Employer and Employee and if the Employee is under 18 years of age, signed by a parent or guardian of the Employee;
- (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 his or her employment as a result of the arrangement;
and
- (e) states the day on which the arrangement commences.

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

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

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

23. Right to Request Flexible Working Arrangements

23.1 Right to Request Flexible Working Arrangements.

If any of the circumstances referred to in **subclause 23.2** below apply to a Teacher and the Teacher would like to change his or her working arrangements because of those circumstances, then the Teacher may request the Employer for a change in working arrangements relating to those circumstances

(N.B. examples of changes in working arrangements include change in hours of work, changes in patterns of work and changes in location of work).

23.2 The following are the circumstances:

- (a) the Teacher is the parent, or has responsibility for the care, of a child who is of school age or younger;
- (b) the Teacher is a carer (within the meaning of the *Carer Recognition Act 2010*);
- (c) the Teacher has a disability;
- (d) the Teacher is 55 or older;
- (e) the Teacher is experiencing violence from a member of the Teacher's family;
- (f) the Teacher provides care or support to a member of the Teacher's immediate family, or a member of the Teacher's household, who requires care or support because the member is experiencing violence from the member's family.

To avoid doubt, and without limiting the above provisions, a Teacher who is a parent, or has responsibility for the care of a child, and is returning to work after taking leave in relation to the birth or adoption of the child, may request to work part-time to assist the Teacher to care for the child.

23.3 The Teacher is not entitled to make the request unless:

- (a) for a Teacher other than a Casual Teacher – the Teacher has completed at least 12 months of continuous service with the Employer immediately before making the request; or
- (b) for a Casual Teacher – the Teacher:
 - (i) is a long term casual employee of the Employer immediately before making a request; and
 - (ii) has a reasonable expectation of continuing employment with the Employer on a regular and systematic basis.
- (c) the request must:
 - (i) be in writing; and
 - (ii) set out details of the change sought and of the reasons for the change.

23.4 The Employer must give the Teacher a written response to the request within 21 days, stating whether the Employer grants or refuses the request. If the Employer refuses the request, the written response must include details of the reasons for the

refusal. The Employer may refuse the request only on reasonable business grounds. Reasonable business grounds include, but are not limited to, the following:

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

24. No Extra Claims

- 24.1** Except as provided by the Act, prior to 31 December 2019, 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 contained in this Agreement.
- 24.2** The parties agree that the wage increases provided for in this Agreement are in lieu of any improvements in wages provided for under any decision of the Fair Work Commission handed down prior to or during the nominal term of this Agreement and until 31 December 2019 and no claim can be made for such increases.

PART G – MONETARY RATES

Pay Schedule 1

Table 1A – Annual Salaries

	Annual salary from 1 January 2017 (2.5% increase) \$	Annual salary from the first full pay period on or after 1 January 2018 (2.5% increase) \$	Annual salary from the first full pay period on or after 1 January 2019 (2.5% increase) \$
Graduate	65,757	67,401	69,086
Proficient 1	79,306	81,289	83,321
Proficient 2	79,306	81,289	83,321
Proficient 3	86,081	88,233	90,439
Proficient 4	89,474	91,711	94,004
Proficient 5	98,074	100,526	103,039
Highly Accomplished	104,154	106,758	109,427

Table 1B – Casual Rates of Pay

	Casual Rates from 1 January 2017 \$	Casual Rates from the first full pay period on or after 1 January 2018 \$	Casual Rates from the first full pay period on or after 1 January 2019 \$
Graduate			
Full Day	338.46	346.92	355.59
Half Day	169.23	173.46	177.79
Proficient, All Levels			
Full Day	408.19	418.40	428.86
Half Day	204.10	209.20	214.43

Table 1C – Annual Allowances

	Annual Allowance from 1 January 2017 (2.5% increase)	Annual Allowance from the first full pay period on or after 1 January 2018 (2.5% increase)	Annual Allowance from the first full pay period on or after 1 January 2019 (2.5% increase)
Coordinator Level			
Coordinator 1	7,624	7,815	8,010
Coordinator 2	15,249	15,630	16,021
Coordinator 3	22,873	23,445	24,031

Assistant Principals (except Maronite College of the Holy Family)

	Annual Allowance from 1 January 2017 (2.5% increase) \$	Annual Allowance from the first full pay period on or after 1 January 2018 (2.5% increase) \$	Annual Allowance from the first full pay period on or after 1 January 2019 (2.5% increase) \$
Assistant Principals - Secondary			
Enrolment			
201-300	30,035	30,786	31,556
301-600	33,172	34,001	34,851
601-900	36,311	37,219	38,149
901 - 1200	39,445	40,431	41,442
1201+	42,587	43,652	44,743
Assistant Principals - Primary			
Enrolment			
101-250	24,198	24,803	25,423
251-400	27,041	27,717	28,410
401-600	30,035	30,786	31,556
601-800	33,172	34,001	34,851
801+	36,311	37,219	38,149

Assistant Principals - Maronite College of the Holy Family

	Annual Salary from 1 January 2017 (2.5% increase) \$	Annual Salary from the first full pay period on or after 1 January 2018 (2.5% increase) \$	Annual Salary from the first full pay period on or after 1 January 2019 (2.5% increase) \$
Assistant Principals - Secondary			
Enrolment			
201-300	128,107	131,310	134,593
301-600	131,246	134,527	137,890
601-900	134,386	137,746	141,190
901 - 1200	137,519	140,957	144,481
1201 - 1500	140,661	144,178	147,782
1501 +	145,014	148,639	152,355
Assistant Principals - Primary			
Enrolment			
201-250	122,273	125,330	128,463
251-400	125,115	128,243	131,449
401-600	128,107	131,310	134,593
601-800	131,246	134,527	137,890
801+	134,386	137,746	141,190

Pay Schedule 2 – Other Rates

	Rate effective from the commencement date	Rate effective from the first pay period on or after 1 January 2018	Rate effective from the first pay period on or after 1 January 2019
Own car allowance where use is authorised by the school (clause 9.4)*	\$0.81 per km	\$0.81 per km	\$0.81 per km
Special Education Teacher Allowance – Clause 8.8			
Full-time Teacher teaching classes of children with a disability – Clause 8.8(a)	\$2,938 per annum	\$3,011 per annum	\$3,086 per annum
Part-time or Casual Teacher teaching classes with children with a disability – Clause 8.8(a)	\$14.39 per day	\$14.75 per day	\$15.12 per day
Principal Teachers of schools for children with a disability for each Teacher Supervised – Clause 8.8(b)	\$461 per annum per teacher	\$473 per annum per teacher	\$485 per annum per teacher
Maximum payment per annum for Principal Teachers – Clause 8.8 (b)	\$2,389 per annum	\$2,449 per annum	\$2,510 per annum

*This allowance has been adjusted to include CPI increases (All Groups, Weighted average of eight capital cities) up to the September Quarter 2016

Transition Schedule

- Teachers employed on or before 31 December 2016 will transition to the new classification structure on 1 January 2017 based on their classification under the Previous Agreement as at 31 December 2016, as follows:

Classification under the Previous Agreement as at 31 December 2016	New Classification as at 1 January 2017	Transitional rates of pay from 1 January 2017
Step 5	Graduate	\$65,757
Step 6	Graduate	\$69,138
Step 7	Graduate	\$72,530
Step 7	Proficient 1	\$79,306
Step 8	Proficient 1	\$79,306
Step 9	Proficient 2	\$79,306
Step 10	Proficient 2	\$82,696
Step 11	Proficient 3	\$86,081
Step 12	Proficient 4	\$89,474
Step 13	Proficient 5	\$98,074

Teachers, other than Pre-2004 Teachers and Proficient Teachers, will transition as follows:

- Step 5 Teachers will be classified as Graduate
- Step 6 Teachers will be classified as Graduate
- Step 7 Teachers who have not served a minimum two years full-time equivalent service and gained Proficient accreditation will be classified as Graduate

Teachers accredited at Proficient and Pre-2004 Teachers will transition as follows:

- Step 7 teachers who have been accredited at Proficient and have served a minimum of two years full-time equivalent service will be classified as Proficient 1
- Step 8 Teachers will be classified as Proficient 1
- Step 9 Teachers will be classified as Proficient 2
- Step 10 Teachers will be classified as Proficient 2
- Step 11 Teachers will be classified as Proficient 3
- Step 12 Teachers will be classified as Proficient 4
- Step 13 Teachers will be classified as Proficient 5

PART H – ANNEXURES

ANNEXURE 1 – Portability of Sick Leave

PORTABILITY OF SICK LEAVE

Part A to be completed by Teacher:

Name of Teacher:

Name of former Catholic Employer:

I, _____ was formerly employed by _____

(Name of Teacher)

(Name of former Catholic Employer)

as a Teacher from _____

(Date)

to _____

(Date)

I commenced as a Teacher with the Former Catholic Employer on _____

(Date)

Signature of Teacher

Date

Part B to be completed by former Catholic Employer:

_____ was employed by the Employer as a Teacher

(Name of Teacher)

and ceased work on _____

(Date)

At that time, untaken sick leave with the Employer over the preceding _____ years of continuous service is as follows:

_____ (Date)

SET OUT RECORD

e.g.:

Last year of employment	Sick Days
Year 2 accumulation	Sick Days
Year 3 accumulation	Sick Days
Year 4 accumulation	Sick Days
Year 5 accumulation	Sick Days
Year 6 accumulation	Sick Days

Signature of Employer

Date

Catholic Independent Schools who participate in the Portability of Sick Leave

The following Catholic Independent Schools participate in this scheme: 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 Augustine's, Sydney; St Charbel's College, Punchbowl; 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 and Waverley College, Waverley.

1. APPLICATION

1.1 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:

- **'Employer'** means any Catholic Systemic School or Catholic Independent School listed in **clause 6** to this Annexure.
- **'Former Employer'** means any Employer listed in **clause 6** to this Annexure on the day of an employee's last termination of employment.
- **'New Employer'** means any Employer listed in **clause 6** to this Annexure immediately following an employee's last termination of employment.
- **'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
- **'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.
- **'Union'** means the Independent Education Union of Australia.

4. LONG SERVICE LEAVE PORTABILITY

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

5. ADMINISTRATIVE ARRANGEMENTS

- 5.1 Upon notification of termination the Employer will provide eligible employees with the following documentation:
- Prescribed form as set out in **Part One** of this Annexure;
 - Information sheet as set out in **Part Two** of this Annexure;
 - Details of the employee’s long service leave entitlements (refer **paragraphs 5.4(a) to 5.4(f)** below); and
 - An employee who is eligible to an entitlement to long service leave and/or has completed an initial qualifying period and terminates his/her services with an employer, and accepts a position as an employee with a new employer, may elect to make an application in accordance with this clause.
- 5.2 The employee will make an application in accordance with this Annexure in the prescribed

form as specified in **Part One** of this Annexure, and submit it to the new employer within 14 days of commencing duties as an employee with the new employer.

- 5.3 The new employer will forward the completed application to the former employer.
- 5.4 On receipt of an application, the former employer will advise the new employer of the following details in relation to the applicant:
- (a) The period of service with the former employer;
 - (b) Details of other periods of service with any other employer (the details of which will be supplied by the employee to the former employer);
 - (c) Details of the calculation of the monetary entitlement which is to be made in recognition of continuous service (including the ordinary rate of pay with the former employer);
 - (d) The date of termination of employment;
 - (e) Details of past long service leave taken by the employee; and
 - (f) The number of weeks long service leave accumulated by the employee on termination and the employee's full-time equivalent load on termination.
- 5.5 The former employer will remit within three months of the termination of employment of the employee as specified in **paragraph 5.4(d)**, the value of the monetary entitlement as specified in **paragraph 5.4(c)** to the new employer.
- 5.6 The former employer will advise the new employer and the employee when the transfer has been affected.

6. PARTIES TO THE ANNEXURE

THE CATHOLIC DIOCESAN SYSTEM AUTHORITY OF

The Diocese of Armidale	The Diocese of Parramatta
The Diocese of Bathurst	The Archdiocese of Sydney
The Diocese of Broken Bay	The Diocese of Wagga Wagga
The Archdiocese of Canberra/Goulburn	The Diocese of Wilcannia/Forbes
The Diocese of Lismore	The Diocese of Wollongong
The Diocese of Maitland/Newcastle	

CATHOLIC INDEPENDENT SCHOOLS

The John Berne School, Lewisham	St Charbel's College, Punchbowl
Boys' Town, Engadine	St Clare's College, Waverley
Brigidine College, St Ives	St Dominic's College, Penrith
Chevalier College, Bowral	St. Edward's College, Gosford
Christian Brothers High School, Lewisham	St. Edmund's College Canberra

Daramalan College, Dickson, ACT	St. Edmund's School, Wahroonga
Edmund Rice College, Wollongong	St. Gabriel's School, Castle Hill
Holy Saviour School, Greenacre	St. Gregory's College, Campbelltown
Kincoppal-Rose Bay School of the Sacred Heart	St. Joseph's College, Hunters Hill
Marist College, Canberra	St. Lucy's School, Wahroonga
Mater Dei School, Camden	St. Maroun's School, Dulwich Hill
Monte Sant' Angelo Mercy College, North Sydney	St Mary Star of the Sea College, Wollongong
Mount St. Benedict College, Pennant Hills	St Paul's International College, Moss Vale
Mount St Joseph High School, Milperra	St. Patrick's College, Strathfield
Oakhill College, Castle Hill	St. Patrick's College, Campbelltown
Maronite College of the Holy Family, Parramatta	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	St Augustine's College, Brookvale

7. ONE YEAR QUALIFYING PERIOD

THE CATHOLIC DIOCESAN SYSTEM AUTHORITY OF:

The Diocese of Armidale	The Diocese of Parramatta
The Diocese of Bathurst	The Archdiocese of Sydney
The Diocese of Broken Bay	The Diocese of Wagga Wagga
The Archdiocese of Canberra/Goulburn	The Diocese of Wilcannia/Forbes
The Diocese of Lismore	The Diocese of Wollongong
The Diocese of Maitland	

CATHOLIC INDEPENDENT SCHOOLS

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

Note: In respect of service prior to 30 January 2006, Boys' Town, Engadine, and St Mary Star of the Sea College, Wollongong, were Five Year Qualifying Period Employers. In respect of service prior to 1 January 2010, Chevalier College, Bowral was a Five Year Qualifying Period Employer.

8. FIVE YEAR QUALIFYING PERIOD

CATHOLIC INDEPENDENT SCHOOLS

Monte Sant' Angelo Mercy College, North Sydney	Red Bend Catholic College, Forbes
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9. AGREEMENT AND APPLICATION TO TRANSFER LONG SERVICE LEAVE

Agreement and Application to Transfer Long Service Leave Entitlements and Eligible Service in Accordance with the Catholic Schools Intrastate Long Service Leave Portability (State) Arrangement.

Within fourteen days of commencing duties as an employee with the New Employer, the employee will complete Part One of this form and forward/give this form to the New Employer. The New Employer will complete Part Two, retain a copy, and forward the form to the Former Employer.

PART ONE (TO BE COMPLETED BY THE EMPLOYEE)

1) I, _____ was until ____ / ____ / 20 ____

employed at _____

School/College by _____

(Former Employer).

2) As from ____ / ____ / 20 ____ I have been/will be employed by

(New Employer)

at _____ School/College.

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

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

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

a) I RELEASE AND DISCHARGE my Former Employer from all actions, claims, proceedings and demands of whatsoever nature arising from any amounts which my Former Employer would have been required to pay me under the Act, the Annexure/Enterprise Agreement or any enterprise agreement but for this agreement and I indemnify and agree to keep indemnified my Former Employer from all such actions, claims, proceedings or demands.

b) I AGREE that no long service leave will be given to me or payment made in lieu thereof until such time as I become entitled to the said leave or payment by virtue of the provisions of the Act, the Annexure/Enterprise Agreement or any enterprise agreement or the Catholic Schools Intrastate Long Service Leave Portability Annexure or as agreed between the New Employer and myself.

Dated this _____ day of _____ 20 ____

SIGNED _____

ADDRESS _____

PART TWO (TO BE COMPLETED BY THE NEW EMPLOYER)

I, _____

for and on behalf of

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

Dated this _____ day of _____ 20 _____

For and on Behalf of the New Employer

PART THREE EMPLOYEE INFORMATION SHEET

EMPLOYEE INFORMATION SHEET

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

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

Employees of participating Catholic Schools are entitled under the Annexure to transfer their long service leave entitlements when they terminate their employment with one participating employer and become employed by another participating employer in the capacity of Principal, Teacher, Adviser or General Employee within a period not exceeding the equivalent of two school terms.

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

- 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 (Part One of the Annexure) and providing it to their new employer within 14 days of the commencement of their duties.

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

Annexure 3 – Employers covered by this Agreement

School Name	Employer Name
Dunlea Centre – Australia's Original Boys' Town	Boys' Town Engadine trading as Dunlea Centre – Australia's Original Boys' Town
Holy Saviour School	Melkite Catholic Eparchy Corporation trading as Holy Saviour School
Maronite College of the Holy Family	Maronite College of the Holy Family, Parramatta
Red Bend Catholic College	Trustees of the Marist Brothers Southern Province trading as Marist Schools Australia on behalf of Red Bend Catholic College Forbes
St Charbel's College	Trustees of the Lebanese Maronite Order trading as St Charbel's College
St Lucy's School	St Lucy's School
St Maroun's College	St Maroun's College
St Paul's International College	St Paul's International College
The John Berne School	Trustees of the Marist Brothers trading as Marist Schools Australia on behalf of The John Berne School Lewisham
Trinity Catholic College	Trinity Catholic College Lismore Ltd trading as Trinity Catholic College

Signatories to the Agreement

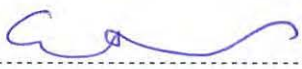
SIGNED for and on behalf of the
**INDEPENDENT EDUCATION UNION OF
AUSTRALIA** as a representative of
employees by an authorised person in the
presence of




Signature of authorised officer

John Quessy
485-501 Wattle Street
Ultimo NSW 2007

Name of authorised officer



Signature of witness



Name of witness

NSW/ACT Branch Secretary, IEUA

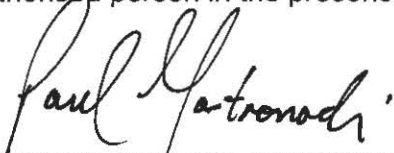
Title of authorised officer

Address of authorised officer

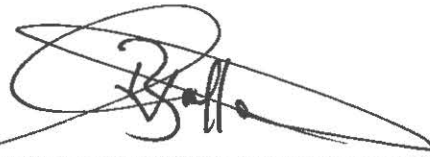
Signatories to the Agreement

EXECUTED as an agreement.

SIGNED for and on behalf of **Boys' Town**
Engadine trading as Dunlea Centre –
Australia's Original Boys' Town by an
authorised person in the presence of



Signature of authorised officer



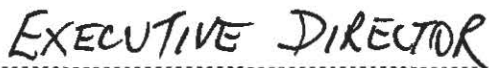
Signature of witness



Name of authorised officer



Name of witness



Title of authorised officer

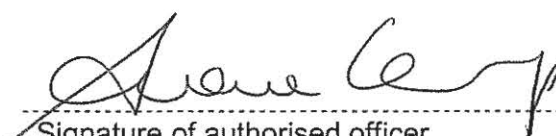


Address of authorised officer

Signatories to the Agreement

EXECUTED as an agreement.

SIGNED for and on behalf of **Melkite
Catholic Eparchy Corporation trading as
Holy Saviour School** by an authorised
person in the presence of



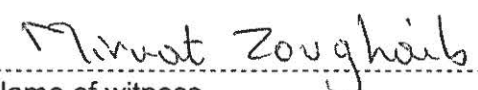
Signature of authorised officer



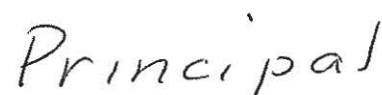
Signature of witness



Name of authorised officer



Name of witness



Title of authorised officer



Address of authorised officer

Signatories to the Agreement

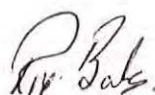
EXECUTED as an agreement.

SIGNED for and on behalf of **Maronite College of the Holy Family, Parramatta** by an authorised person in the presence of



Signature of authorised officer

Sr Margaret Ghosn



Signature of witness

Ms Rupa Bala

Name of authorised officer

Name of witness

Principal

Title of authorised officer

23 to 25 Alice Street, Harris Park, NSW
2125

Address of authorised officer

Signatories to the Agreement

EXECUTED as an agreement.

SIGNED for and on behalf of the **Trustees of the Marist Brothers Southern Province trading as Marist Schools Australia on behalf of Red Bend Catholic College Forbes** by an authorised person in the presence of

S. Michael H.

Signature of authorised officer

[Signature]

Signature of witness

SR. MICHAEL FLANAGAN

Name of authorised officer

Stephen Dwyer

Name of witness

PRINCIPAL

Title of authorised officer

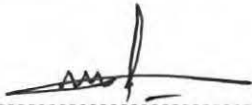
Red Bend Catholic College Forbes NSW 2871

Address of authorised officer

Signatories to the Agreement

EXECUTED as an agreement.

SIGNED for and on behalf of the **Trustees of the Lebanese Maronite Order trading as St Charbel's College** by an authorised person in the presence of



Signature of authorised officer



Signature of witness

Fr Maroun Youssef

Name of authorised officer

Chassan Chehaid

Name of witness

Principal

Title of authorised officer

142 Highclere Ave, Punchbowl

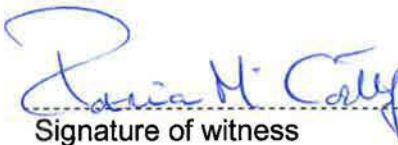
Address of authorised officer

Signatories to the Agreement

EXECUTED as an agreement.

SIGNED for and on behalf of **St Lucy's School** by an authorised person in the presence of


Signature of authorised officer


Signature of witness

WARREN HOPKEY
Name of authorised officer

PATRICIA MC CARTHY
Name of witness


PRINCIPAL
Title of authorised officer

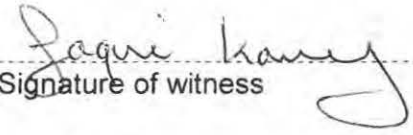
21 CLEVELAND ST, WAHROONGA NSW 2076
Address of authorised officer

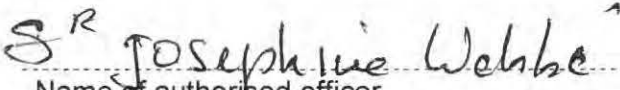
Signatories to the Agreement

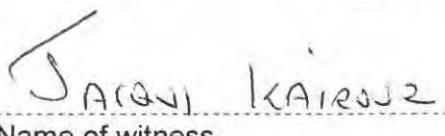
EXECUTED as an agreement.

SIGNED for and on behalf of **St Maroun's College** by an authorised person in the presence of

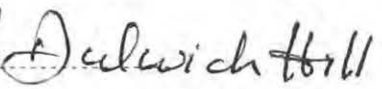

Signature of authorised officer


Signature of witness


Name of authorised officer


Name of witness


Title of authorised officer

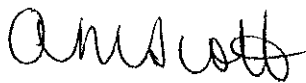

Address of authorised officer

194 Wandell Road Dulwich Hill NSW 2203

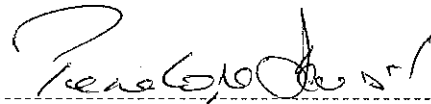
Signatories to the Agreement

EXECUTED as an agreement.

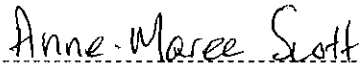
SIGNED for and on behalf of **St Paul's International College** by an authorised person in the presence of



Signature of authorised officer



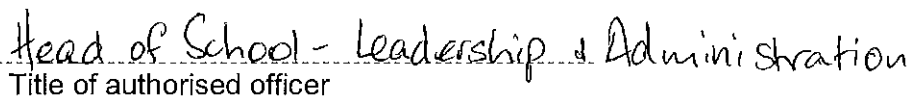
Signature of witness



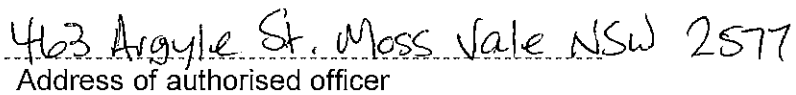
Name of authorised officer



Name of witness



Title of authorised officer



Address of authorised officer

Signatories to the Agreement

EXECUTED as an agreement.

SIGNED for and on behalf of the Trustees
of the **Marist Brothers trading as Marist
Schools Australia** on behalf of **The John
Berne School Lewisham** by an authorised
person in the presence of

Mark Paul

Signature of authorised officer

[Signature]

Signature of witness

Br Mark Paul

Name of authorised officer

James Le Huray

Name of witness

PRINCIPAL

Title of authorised officer


The John BERNE School

Address of authorised officer

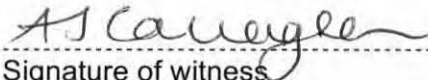
Signatories to the Agreement

EXECUTED as an agreement.

SIGNED for and on behalf of **Trinity Catholic College Lismore Ltd trading as Trinity Catholic College** by an authorised person in the presence of



Signature of authorised officer



Signature of witness

BROTHER JOHN HIVET

Name of authorised officer

MR ANDREW CALLAGHAN

Name of witness

PRINCIPAL / CEO

Title of authorised officer

8 KEEN STREET

LISMORE NSW 2450

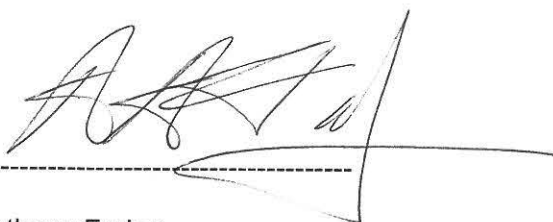
Address of authorised officer

Annexure A

AG2016/7793 - Application for approval of the *NSW Catholic Independent Schools (Teachers - Model C) Multi-Enterprise Agreement 2017*

On behalf of the Employers covered by the *NSW Catholic Independent Schools (Teachers - Model C) Multi-Enterprise Agreement 2017*, the Catholic Commission for Employment Relations (CCER) confirms and undertakes that paragraph 13.1(a) will not restrict the amount of accrued personal/carer's leave an employee may take in any year of employment.

5 April 2017



Anthony Farley

Executive Director

Catholic Commission for Employment Relations

Level 14, 133 Liverpool Street, Sydney


Employment Relations Advisor

Signature of Witness

Stephanie Golding

Name of Witness

133 Liverpool St, Sydney

Address