



# DECISION

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

**Catholic Church Endowment Society Inc**  
(AG2022/3684)

## **SOUTH AUSTRALIAN CATHOLIC SCHOOLS ENTERPRISE AGREEMENT 2020**

Educational services

COMMISSIONER PLATT

ADELAIDE, 4 OCTOBER 2022

*Application for approval of the South Australian Catholic Schools Enterprise Agreement 2020*

[1] An application has been made for approval of an enterprise agreement known as the *South Australian Catholic Schools Enterprise Agreement 2020* (the Agreement) pursuant to s.185 of the *Fair Work Act 2009* (the Act) by Catholic Church Endowment Society Inc (the Applicant). The agreement is a single enterprise agreement.

[2] The matter was allocated to my Chambers on 9 September 2022.

[3] On 14 September 2022, I conducted a telephone conference with the parties to seek clarification about aspects of the Agreement and invited the Applicant to address these matters including through the provision of an undertaking.

[4] The Applicant has submitted an undertaking in the required form dated 30 September 2022. The undertaking deals with the following topics:

- For teaching staff, for the purpose of the additional week of annual leave provided for in the NES, a shiftworker is an employee who is regularly rostered to commence at a time allocated as a 'shift' as defined in Schedule A.5 of the *Educational Services (Teachers) Award 2020* (the Teachers Award).
- For non-teaching staff (Educational Support Officers and Indigenous Education Officers), for the purpose of the additional week of annual leave provided for in the NES, a shiftworker is an employee who is regularly rostered to work 'afternoon shift' or 'night shift' as defined in Clause 22.1 of the *Educational Services (Schools) General Staff Award 2020* (the Schools Award).

- If any employer covered by the Agreement engages a trainee employee, if the relevant rate of pay under the Agreement is below the equivalent rate of pay in the *Miscellaneous Award 2020* (the Miscellaneous Award) the employee will be paid at the higher award rate plus 2%.
- The Individual Flexibility Agreement terms found in clause 13 of the Agreement are to be read in conjunction with the model flexibility term and, where there is any inconsistency between the Agreement and the model term, and the model term provides greater benefit for employees, the model term will apply to the extent of the inconsistency. The model flexibility term is attached to the Agreement.
- Notwithstanding clause 102.2 of the Agreement, all time worked outside of or in excess of ordinary or rostered hours, by non-teaching staff classified as 'Grade 1A' under the Agreement, engaged on a permanent part-time basis, will be considered and paid as overtime, unless the employee's ordinary or rostered hours are varied by agreement, in writing. Overtime worked in such circumstances will be paid at the rate applicable to that employee's classification under the Schools Award, with the appropriate overtime rates of the Schools Award applied. Employees will not be entitled to receive the Additional Hours Loading for time worked as overtime. The other terms of Clause 102.2 will continue to apply as they appear.
- Notwithstanding clause 95, employees classified as 'Grade 1A' under the Agreement will not be required to undertake duties higher than those appropriate to the 'Grade 2' classification under the relevant Award or, alternatively, if they are assigned to duties of a 'Grade 3' classification or higher, such duties will be assigned for a period of either no more than 1 full working day, or otherwise paid for a minimum engagement of 7 full working days.
- Notwithstanding clause 104.1 of the Agreement, non-teaching staff classified as 'Grade 1' or lower in the Curriculum Stream or Services Stream of the Agreement, who are rostered to work ordinary hours on a Saturday, will be, for those ordinary hours on a Saturday, paid the ordinary time rate of pay plus a penalty of an additional 50% of the ordinary time rate.

[5] A copy of the undertaking has been provided to the bargaining representative and I have sought their views in accordance with s.190(4) of the Act. The bargaining representative did not object to the undertaking.

[6] The undertaking appears to meet the requirements of s.190(3) of the Act and I have accepted it. As a result, the undertakings are taken to be a term of the Agreement.

[7] The Independent Education Union of Australia (IEU), 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) of the Act I note that the Agreement covers this organisation.

[8] I am satisfied that each of the requirements of ss.186, 187, 188 and 190 of the Act as are relevant to this application for approval have been met.

[9] The Agreement is approved and, in accordance with s.54 of the Act, will operate from 7 days after the date of approval of the Agreement. The nominal expiry date is 31 July 2024.



COMMISSIONER

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# **South Australian Catholic Schools**

## **Enterprise Agreement 2020**



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# **South Australian Catholic Schools Enterprise Agreement 2020**

## **PART 1: APPLICATION AND OPERATION (ALL EMPLOYEES)**

### **Clause 1: Title**

This Single Interest Enterprise Agreement shall be known as the South Australian Catholic Schools Enterprise Agreement 2020. The Agreement is made pursuant to the provisions of the *Fair Work Act 2009* (Commonwealth) and, 7 days after the date of approval, replaces and supersedes in its entirety the South Australian Catholic Schools Enterprise Agreement 2017.

### **Clause 2: Parties Bound**

2.1 This Agreement is between the following Catholic school employers:

- Catholic Church Endowment Society Incorporated;
- The Catholic Diocese of Port Pirie Incorporated;
- Trustees of Edmund Rice Education Australia;
- Blackfriars Priory School;
- Saint Ignatius' College (Adelaide) Limited;
- Marist Schools Australia Limited (MSA Ltd);
- Sisters of St Joseph Mary Mackillop College Kensington Limited;
- Loreto Marryatville Limited;
- St Dominic's Priory College Ltd;
- Cabra Dominican College Limited;
- St Mary's College Limited;
- St Columba College Munno Para Incorporated;
- Mercy Education Limited;
- Catholic Special Schools Incorporated;
- St Michael's College Adelaide;
- Kildare Education Ministries Limited and

Teachers, Education Support Officers (ESOs) and Indigenous Education Officers (IEOs) employed in South Australian Catholic Schools and Indigenous Education Officers employed in the Catholic Education Office who are employed by the Catholic school employers detailed in clause 2.1 above and who are not excluded.

2.2 The Independent Education Union of Australia is covered by the Agreement.

2.3 Excluded from this Agreement are:

- a) a principal or deputy principal, however named, including a principal or deputy principal of a section of a school;
- b) senior managerial non-teaching staff who are not classified within the Education Support Officer classification structure and whose salary exceeds the salaries pertaining to that classification structure;
- c) employees to whom the Christian Brothers College Community Children's Centre Enterprise Agreement 2016 (or replaced) applies;
- d) a member of a recognised religious order and/or a Minister of Religion appointed in that capacity.



### Clause 3: Term of Agreement

This Agreement operates from 7 days after the date of approval by the Fair Work Commission and will have a nominal expiry date of 31 July 2024.

### Clause 4: Renegotiation

The parties to this Agreement agree to commence negotiations for a replacement or variation of this Agreement in a timely way and commit to an orderly initiation of the legislative processes.

### Clause 5: Objectives of this Agreement

- 5.1 By virtue of their vocation in a Catholic school, all staff are called to support the school's Catholic identity and mission and contribute according to their gifts, talents and experience toward learning and wellbeing goals so all students and staff members can be thriving people, capable learners and leaders for the world God desires.
- 5.2 Within this context, the objectives of this agreement are to:
- a) support the ethos and philosophy of Catholic education;
  - b) strive to make Catholic schools centres of employment and educational best practice in the service of the employees and the students;
  - c) promote a commitment to the development of Christian values of compassion, justice, equity and reconciliation;
  - d) espouse principles of subsidiarity by maximising collaborative decision-making at the local school level;
  - e) affirm the commitment of employees in Catholic schools, to support the school's Catholic identity and mission, educational excellence and strong community engagement;
  - f) model a commitment to family;
  - g) support and strengthen employees in their career paths and enhance growth of their professionalism;
  - h) support employees in their professional development;
  - i) commit to the ideals of co-operation, consultation, respect, goodwill and fair play in the conduct of dealings both at the workplace and wider levels as part of the climate and culture of Catholic education;
  - j) enhance the process of reconciliation between Aboriginal peoples, Torres Strait Islanders and non-indigenous Australians by recognising cultural difference as advantageous to the education process and to promote, within Catholic education, the value of Australian indigenous cultures.

## Clause 6: Relationship with the National Employment Standards

- 6.1 The National Employment Standards (NES), which are detailed in Part 2-2 of the Fair Work Act contain minimum employment standards relating to:
- Maximum Weekly Hours of Work (sub-clauses 57.3, 57.4 and 99.1, 99.2) of this Agreement;
  - Requests for Flexible Working Arrangements (clause 16);
  - Offers and Requests for Casual Conversion (sub-clauses 62.9 and 92.7);
  - Parental Leave and Related Entitlements (clauses 32 - 43);
  - Annual Leave (clauses 21 - 23);
  - Personal/Carer's Leave and Compassionate Leave (clause 24);
  - Family and Domestic Violence Leave (clause 25);
  - Community Service Leave (clause 28);
  - Long Service Leave (clause 27);
  - Public Holidays (clause 26);
  - Notice of Termination and Redundancy Pay (clauses 52 - 54);
  - Fair Work and Casual Information Statements (clause 7).
- 6.2 The provisions of the NES apply to all employees. This Agreement must be read and interpreted in conjunction with the NES. Where there is an inconsistency between this Agreement and the NES, and the NES provides a greater benefit, the NES provision will apply to the extent of the inconsistency.
- 6.3 Some of the provisions listed above are more favourable than the NES provisions and must be read in conjunction with and supplementary to the NES.

## Clause 7: Fair Work and Casual Information Statement

- 7.1 An employer must provide the Fair Work Information Statement to all new employees before, or as soon as practicable after, the employee starts employment.
- 7.2 An employer must provide all casual employees with the Casual Employment Information Statement (in addition to the Fair Work Information Statement).
- 7.3 Where an employee is employed more than once in a 12 month period the employer is not required to give the employee the Fair Work Information Statement or the Casual Employment Information Statement more than once in any 12 months.

## Clause 8: Definitions

**Act** means the *Fair Work Act 2009 (Cth)*.

**Employee** means a person employed by an employer to perform work under the classification defined in this agreement as an: Education Support Officer (ESO), Indigenous Education Officer (IEO) or teacher, and who is not excluded from this Agreement by sub-clause 2.3.

**Education Support Officer (ESO)** means an employee who is not employed as a teacher. ESO also means Indigenous Education Officer (IEO) unless otherwise specified.

**Catholic School Employer** includes the successors or transferees of the entities named in sub-clause 2.1.

**CESA** means Catholic Education South Australia.

**DfE** means the Department for Education or its successor.

**Early Career Teacher** means a recently graduated teacher, whether full or part-time, who is in their first or second year of teaching (wherever employed) and who, during that period, is in their first year of teaching in a South Australian Catholic country school.

**Immediate Family or Household Member** includes a spouse, partner, child or adult child, parent, grandparent, grandchild or sibling of the employee, or of the employee's spouse or partner or a person demonstrated to the satisfaction of the employer to be a person of significant relationship to the employee.

**Indigenous Education Officer (IEO)** means an employee who assists directly or indirectly in the provision of support related to Australian indigenous cultures and issues. The support is provided to Catholic schools in South Australia and their communities.

**Principal** means the person appointed to be in charge of the school (other than a pre-school) or a teacher acting in that capacity during the absence of the principal.

**SACCS** means the South Australian Commission for Catholic Schools.

**School** means a school registered with the Education Standards Board or successor and includes a pre-school, kindergarten, child care centre or early learning centre which forms part of that school and which provides or offers to provide care and/or courses of instruction.

**School Service Date** means the first required day of attendance at a school each year for teachers (and may be the first day of employment for new teachers who will commence teaching at the start of a school year). These days are generally for the purpose of professional development in accordance with clause 84. Each school determines its own School Service Date.

**School Year** means the 12 months commencing from the School Service Date, and includes Term Weeks and Non-term Weeks, concluding on the day prior to the commencement of the School Service Date in the following year.

The calendar setting out term dates is published annually by SACCS (and normally follows the DfE calendar). School calendars for separately governed schools may be determined by the school, however school terms must not exceed the maximum Term Weeks as set out in this Agreement.

**Special Assistance School** means a non-government school in a state that:

- a) is, or is likely to be, recognised by the State Minister as a special assistance school; and
- b) primarily caters for students with social, emotional or behavioural difficulties.

**Term Weeks** are the weeks within the designated term time in a School Year as set out in the school calendar.

**Non-term Weeks** means weeks in the school year other than Term Weeks. These are periods usually designated as school holidays for students.

**Teacher** means a registered teacher employed as a teacher and includes a mentor as employed by the Technical Colleges.

**Union** means the Independent Education Union of Australia.

**Years of Service** (in relation to teachers) means the total years of teaching experience gained as a teacher in South Australian schools or in comparable schools outside South Australia including employment as a casual, temporary or replacement teacher calculated on the basis that a full-time year of service – which is further defined in sub-clauses 57.8 and 57.9, is deemed to equate to 200 teaching days for the purpose of incremental progression. See also clause 67.

## **PART 2: CONSULTATION, DISPUTE RESOLUTION, REPRESENTATION & OTHER MATTERS (ALL EMPLOYEES)**

### **Clause 9: Enterprise Consultative Committee**

- 9.1 A centralised Enterprise Consultative Committee will be maintained to:
- a) facilitate consultation between employers and employees through their union, on industrial and professional issues of significance;
  - b) enable ongoing dialogue regarding issues arising from this Agreement and to discuss issues which might be considered for inclusion in subsequent agreements;
  - c) provide a central forum for the discussion of wider human resource issues applying or being considered for application in Catholic schools.
- 9.2 The Enterprise Consultative Committee will comprise participants representing both employers and employees.
- 9.3 The Enterprise Consultative Committee will, from the commencement of the Agreement, meet at least once per term until the commencement of negotiations for the next Agreement or for a variation to this Agreement.
- 9.4 The Enterprise Consultative Committee will work towards reaching agreement by consensus.
- 9.5 The Enterprise Consultative Committee, by consensus, may co-opt experts or other personnel to enable it to carry out its functions. The Enterprise Consultative Committee may establish working parties to clarify, investigate and make recommendations on specific issues.
- 9.6 The Enterprise Consultative Committee may agree upon issues of interpretation arising from the implementation of this agreement.

### **Clause 10: Workplace Consultation**

- 10.1 The parties to this Agreement are committed to co-operation and consultation at the workplace as part of the climate and culture of Catholic education.
- 10.2 The consultative arrangements will be advisory in nature and any decisions remain the prerogative of the principal of the school.
- 10.3 The consultative arrangements must not be used:
- a) for personal issues, as an alternative to the grievance procedures in this Agreement; or
  - b) to impose conditions which are inferior to provisions in the National Employment Standards or in this Agreement.
- 10.4 The consultative arrangements will be used for consultation regarding new government, system and major local initiatives. The employers agree that an important part of change management relating to such initiatives is consultation with employees about the likely impact upon employees and appropriate resourcing to address this. The normal process of undertaking this consultation should be through the school's Consultative Committee or other relevant consultative mechanisms. This consultation will specifically address time implications for employees, professional development, resourcing and appropriate process(es) for implementation.

## 10.5 Structure

- a) Each school that has 180 students or more will have a Consultative Committee comprising not less than 4 persons. Where a school has fewer students, a consultative mechanism will exist and the consultative process will seek to replicate in general terms the committee process set out below.
- b) The Consultative Committee at each school will meet at least once per school term unless the committee, by majority, agrees to meet more or less often.
- c) The Consultative Committee will comprise, as a minimum, equal numbers of employees and persons representing the management of the school. However, the proportion of employee members may be increased with the consent of the management of the school.
- d) The employee representation will take into account the occupations of all employees covered by the Enterprise Agreement.
- e) Where a school has a Consultative Committee, an elected union representative at that school will automatically be a member of the committee.
- f) The remaining employee representatives will be selected by ballot.
- g) The chairperson of the committee will alternate between a person nominated by the employees and a person nominated by the principal or alternatively will be a person acceptable to both the principal and the employee representatives. Notes of the meetings will be recorded and will be available to all employees.
- h) The role of the Consultative Committee will be to provide recommendations to the principal on workplace matters.
- i) Recommendations should be reached by consensus where possible.
- j) Recommendations made by the committee shall be promptly considered by the principal who shall accept or reject (or submit for further consideration) the recommendation and so advise the committee.
- k) If a recommendation of the committee is accepted, it shall become a decision of the school and shall be promulgated as such to all employees. Any proposal to change the decision shall, in the first instance, be referred to the Consultative Committee, and, unless there exists an urgent and pressing necessity, shall not be changed until consultation has occurred.
- l) Employee representatives will be able to meet with the employees they directly represent to discuss matters relating to the work of the committee.

## Clause 11: Dispute Resolution

11.1 If a dispute relates to:

11.2 a matter arising under this Agreement; or

- a) the National Employment Standards including the reasonableness of any decision made in relation to any National Employment Standard(s); or
- b) an industrial matter which means a matter affecting or relating to the rights, privileges or duties of an employer or employers or an employee or employees, or the work to be done in employment, including all questions of what is right and fair in relation to an industrial matter having regard to the interests of the persons immediately concerned and of society as a whole;

this clause sets out procedures to settle the dispute.

11.3 An employee or employer who is a party to the dispute may appoint a representative for the purposes of the procedures in this clause.

**11.4 Stage 1:**

- a) In the first instance, the parties to the dispute must try to resolve the dispute at the workplace level, by discussions between the employee or employees and relevant supervisors and/or management, including the principal. Whilst it is not anticipated that either party would require a representative at this stage, either party may request that a support person/representative be present, however this request should not unreasonably delay discussions.
- b) In the event the dispute is unresolved at Stage 1 proceed to Stage 2.

**11.5 Stage 2:**

- a) The employee(s) will notify the principal (or delegate) in writing of the nature of the grievance and will request a meeting.
- b) The principal or delegate will conduct a meeting with the aggrieved employee(s) as soon as practicable, and where possible, not more than 7 days following the communication of the grievance.
- c) The principal may arrange for a note-taker to be present at the meeting. Where the meeting is with more than one employee, the principal is entitled to be accompanied by a person(s) of their choice.
- d) The employee(s) is entitled to be accompanied at the meeting by a support person or representative.
- e) During the meeting, the employee(s) will detail the nature of the grievance and the remedy sought.
- f) Reasonable attempts will be made to resolve the dispute at the meeting.
- g) Further meetings may be required to resolve the matter, these will occur in a timely manner. Any resolution of the dispute will be detailed in writing.
- h) In the event the dispute is unresolved at Stage 2 proceed to Stage 3.

**11.6 Stage 3:**

- a) If discussions at the workplace level do not resolve the dispute, a party to the dispute may refer the matter to the Fair Work Commission. Should this occur dispute resolution processes at the school will cease.
- b) The Fair Work Commission may deal with the dispute in 2 stages:
  - i) The Fair Work Commission will first attempt to resolve the dispute as it considers appropriate, including by mediation, conciliation, expressing an opinion or making a recommendation; and
  - ii) If the Fair Work Commission is unable to resolve the dispute at the first stage, the Fair Work Commission may then:
    - arbitrate the dispute; and
    - make a determination that is binding on the parties.

*Note: If the Fair Work Commission arbitrates the dispute, it may also use the powers that are available to it under the Act.*

*A decision that the Fair Work Commission makes when arbitrating a dispute is a decision for the purpose of Div 3 of Part 5.1 of the Act. Therefore, an appeal may be made against the decision.*

- 11.7 While the parties are trying to resolve the dispute using the procedures in this clause:
- a) an employee(s) must continue to perform their work as they would normally unless they have a reasonable concern about an imminent risk to their health or safety; and
  - b) an employee(s) must comply with a direction given by the employer to perform other available work at the same workplace, or at another workplace, unless:
    - i) the work is not safe; or
    - ii) applicable workplace health and safety legislation would not permit the work to be performed; or
    - iii) the work is not appropriate for the employee(s) to perform; or
    - iv) there are other reasonable grounds for the employee(s) to refuse to comply with the direction.

## Clause 12: Change and Consultation

12.1 The following provisions apply where:

- a) the employer has made a definite decision to introduce a major change to production, program, organisation, structure, or technology in relation to its enterprise; or
- b) proposes to introduce a change to the regular roster or ordinary hours of work of employees.

12.2 For a major change referred to in sub-clause 12.1.a) above, and where the change is likely to have a significant effect on employees, the employer must as soon as practicable notify in writing the relevant employees and the union of the decision to introduce the major change.

### 12.3 Significant Effects Include:

- a) termination of employment, including redundancy\*;
- b) major changes in the composition, operation or size of the employer's workforce or in the skills required;
- c) the elimination or diminution of job opportunities, promotion opportunities or job tenure;
- d) the alteration of hours of work;
- e) the need for retraining or transfer of employees to other work or locations and the restructuring of jobs.

*\* Redundancy in this clause means the loss of employment due to the employer no longer requiring the job the employee has been doing to be performed by anyone or because of insolvency or bankruptcy of the employer and "redundant" has a corresponding meaning.*

12.4 Where this Agreement makes provision for alteration of any of these matters, an alteration may be deemed not to have significant effect.

12.5 Relevant employees means the employees who may be affected by a change referred to in sub-clause 12.1.

12.6 The relevant employees may appoint a representative for the purposes of the procedures in this clause. If a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation, and the employee or employees advise the employer of the identity of the representative, the employer must recognise the representative.



12.7 As soon as practicable after making its decision, the employer must:

- a) discuss with the relevant employees and the union matters including:
  - i) the introduction of the change; and
  - ii) the effect the change is likely to have on the employees; and
  - iii) measures the employer is taking to avert or mitigate the adverse effect of the change on the employees.
- b) The discussions must commence as early as practicable after a definite decision has been made by the employer to make the changes referred to in sub-clause 12.1 a).
- c) For the purposes of these discussions, the employer must provide in writing to the relevant employees and the union:
  - i) all relevant information about the changes, including the nature of the changes proposed; and
  - ii) the expected effects of the changes on employees and any other matters likely to affect them.
- d) The employer must give prompt consideration to matters raised by the employees and/or the union in relation to the changes.

#### 12.8 Change to Regular Roster or Ordinary Hours of Work

- a) For a change referred to in sub-clause 12.1 b):
  - i) the employer must notify the relevant employees and the union of the proposed change; and
  - ii) sub-clauses 12.8 b) to 12.11 inclusive apply.
- b) The relevant employees may appoint a representative for the purposes of the procedures in this term.
- c) If:
  - i) a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
  - ii) the employee or employees advise the employer of the identity of the representative;the employer must recognise the representative.

12.9 As soon as practicable after proposing to introduce the change, the employer must:

- a) discuss with the relevant employees and the union the introduction of the change; and
- b) for the purposes of the discussion provide to the relevant employees and the union:
  - i) all relevant information about the change, including the nature of the change; and
  - ii) information about what the employer reasonably believes will be the effects of the change on the employees; and
  - iii) information about any other matters that the employer reasonably believes are likely to affect the employees; and
  - iv) invite the relevant employees to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities).



- 12.10 However, the employer is not required to disclose confidential or commercially sensitive information to the relevant employees.
- 12.11 The employer must give prompt and genuine consideration to matters raised about the change by the relevant employees and/or the union.

#### 12.12 Redundancy

In relation to redundancy, where the employer has made a definite decision that the employer no longer wishes the job the employees have been doing, done by anyone and that decision may lead to termination of employment, the employer must discuss with the directly affected employees and the union:

- a) the reasons for the proposed terminations;
  - b) measures to avoid or minimise the terminations;
  - c) the criteria used for selection; and
  - d) measures to mitigate the adverse effects of any terminations on the employees concerned.
- 12.13 For the purposes of such discussion the employer must as soon as practicable provide in writing to the employees concerned and the union, all relevant information about the proposed terminations, including:
- a) the reasons for the proposed terminations;
  - b) the number and categories of employees likely to be affected;
  - c) the number of employees normally employed; and
  - d) the period over which the terminations are likely to be carried out.
- 12.14 The employer is not required to disclose confidential or commercially sensitive information.
- 12.15 For full redundancy provisions refer to clause 54.

#### Clause 13: Individual Flexibility Arrangement

- 13.1 An employer and employee covered by this Agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the Agreement if:
- a) the Agreement deals with one or more of the following matters:
    - i) remuneration packaging (salary sacrificing);
    - ii) arrangements about when work is performed;
    - iii) overtime rates;
    - iv) penalty rates;
    - v) allowances;
    - vi) leave loading;
    - vii) payment to a teacher for Curriculum Extension Activities which would otherwise be characterised as voluntary and without remuneration; 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 13.1 a); and
  - c) the arrangement is genuinely agreed to by the employer and employee.

- 13.2 The employer must ensure that the terms of the individual flexibility arrangement:
- a) are about permitted matters under section 172 of the Fair Work Act 2009; and
  - b) are not unlawful terms under section 194 of the Fair Work Act 2009; and
  - c) result in the employee being better off overall than the employee would be if no arrangement was made.
- 13.3 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; and
  - d) includes details of:
    - i) the terms of the 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.
- 13.4 Where the agreement relates to remuneration packaging (salary sacrificing) the written agreement must also specify:
- a) the agreed amount of any non-salary item;
  - b) the net impact on the take home salary;
  - c) the liability for taxation obligations;
  - d) the cost of administration expenses (if any);
  - e) a recommendation that the employee takes independent financial advice prior to entering into any agreement.
- 13.5 The employer must give the employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.
- 13.6 The employer or employee may terminate the individual flexibility arrangement:
- a) by giving at least 14 days written notice to the other party to the arrangement; or
  - b) if the employer and employee agree in writing at any time; or
  - c) if it relates to remuneration packaging (salary sacrificing) if the employee elects in writing at any time.

## **Clause 14: Union Right of Entry, Recognition, Employee Representation and Support**

### **14.1 Union Access**

- a) The union has a legitimate right to advise its members about all aspects of their working lives and to approach and communicate with employees who may not be members about issues and/or about becoming a member. This includes advice to employee members of Consultative Committees.
- b) Employees, have a right to meet at the school without the principal (or nominee) being present, at a time that does not disrupt work.
- c) Where a union officer wishes to exercise the right to access the workplace to meet and hold discussions with employees (who may or may not be members) or to investigate a reasonable suspicion that an employee at the workplace has been affected by an alleged contravention of a relevant workplace law or a relevant industrial instrument, the union officer must do so in accordance with Part 3-4 of the Act. In summary (and without departing from all of the requirements of the Act) the union official is required to:
  - i) hold a valid entry permit and show that to the employer on request;
  - ii) provide a valid entry notice at least 24 hours but not more than 14 days prior to access;
  - iii) only attend the workplace during working hours (that is, when the school is normally accessible) and, where the purpose is to hold discussions, do so at meal times or other breaks;
  - iv) conduct discussions in a particular room or area as advised by the employer which must be fit for the purpose of the meeting and which normally would be the staff room or for formal deliberative meetings, another appropriate room.
- d) The above sub-clause 14.1 c) does not preclude the employer from inviting a union officer to attend the premises at any time.
- e) A union officer may attend the school for the purpose of representing an employee in relation to sub-clause 14.3 below.
- f) A union worksite representative will be permitted in working hours to meet with the employer or the principal on union business. These discussions must take place at a time and place convenient to both parties.

### **14.2 Union Communication**

- a) Employees and the union are free to exchange information relative to industrial matters affecting the employees' rights, obligations and conditions of employment, Work, Health and Safety, and other legitimate matters of interest.
- b) The union's website or emails will not be blocked or filtered by the employer.
- c) Communications between the union and employees shall be treated as confidential and these communications between the union and its members will not be unreasonably denied. However, from time to time the employer may need access to email records for operational and disciplinary reasons. Communication between the union and its members which is strictly confidential should not be conducted on the employer's email system.
- d) The employer shall permit the posting of union notices in schools in locations where they are likely to be accessed by employees.

### 14.3 Representation/Support of Employees

- a) Any employee is entitled to be accompanied or represented by a union representative (or other person) at any formal meeting convened in accordance with the disciplinary, grievance or misconduct policy or procedure, where the employee is being asked to respond to an allegation or provide information which may be used in an investigation and where the subject of the meeting, or the meeting itself, could reasonably be expected to materially impact in a negative way upon the employee's employment or employment conditions.
- b) At the time that any such meeting is arranged, the employer will inform the employee of their right to be accompanied or represented.
- c) Any employee who is asked to attend a formal meeting with the employer will be given sufficient time between the advising of the meeting and the scheduled meeting time, to make representational arrangements.
- d) The employee is to have explained to them, in writing, the purpose of the meeting and issues to be discussed so that they may seek advice about these in advance and discuss them with their representative.
- e) Sub-clause 14.3 will not apply:
  - i) to meetings initiating a proposal to consult e.g., redundancy; or
  - ii) where a direction or request has been issued to CESA, an employer or a school by the police or a child protection authority.
- f) It is not the intention of the parties that this clause be interpreted in any way which could impede the ability to respond in an emergency situation or the normal day-to-day communications between the employer (or their delegate) and employees (including issuing a direction or instruction to the employee).

### 14.4 Union Training

- a) The employer will provide 1 day paid leave per year to each school's accredited union teacher representative and education support officer representative to undertake union-organised training for the purpose of the development of skills and expertise for consultative committee participation and/or employee support.
- b) Where a school is on a multi-campus or split-campus site and the distance between campuses is more than 2km, each campus is entitled to the allocation of union representative training leave which would otherwise apply to the school.
- c) In addition to the union representative training leave above, the employer will provide 1 day paid consultative committee training leave per school per year for each school which is required to form a consultative committee where the program for such training is undertaken by the union. This leave may be taken as two half days per school.

## Clause 15: Anti-Discrimination

- 15.1 The employer acknowledges that it is unlawful to discriminate directly or indirectly against an employee covered by the Agreement because of, or for reasons including, the employee's race, colour, sex, sexual preference, age, physical or mental disability, marital status, family or carer's responsibilities, pregnancy, religion, political opinion, national extraction or social origin.

- 15.2 However, a term of an enterprise agreement does not discriminate against an employee:
- a) if the reason for the discrimination is the inherent requirements of the particular position concerned; or
  - b) merely because it discriminates, in relation to employment of the employee as a member of the staff of an institution that is conducted in accordance with the doctrines, tenets, beliefs or teachings of a particular religion or creed:
    - i) in good faith; and
    - ii) to avoid injury to the religious susceptibilities of adherents of that religion or creed.
- 15.3 A term of an enterprise agreement does not discriminate against an employee merely because it provides for wages for:
- a) all junior employees, or a class of junior employees; or
  - b) all employees with a disability, or a class of employees with a disability; or
  - c) all employees to whom training arrangements apply, or a class of employees to whom training arrangements apply.

#### Clause 16: Requests for Flexible Working Arrangements

- 16.1 The parties to this Agreement recognise a need for employees to achieve a suitable balance between work and family responsibilities. The employers support the provision of flexible working arrangements where possible and practicable.
- 16.2 Pursuant to Section 65 of the Act an employee may request a change in their working arrangements if they require flexibility because they:
- a) are the parent, or have responsibility for the care, of a child who is of school age or younger; or
  - b) are a carer of an individual who has a disability or medical condition or mental illness or is frail and aged (within the meaning of the *Carer Recognition Act 2010*); or
  - c) have a disability; or
  - d) are 55 years or older; or
  - e) are experiencing violence from a member of their family; or
  - f) provide care or support to a member of their immediate family or household, who requires care or support because the member is experiencing violence from the member's family.

*Note: examples of changes in working arrangements include change in hours, pattern and location of work.*

- 16.3 To avoid doubt and without limiting sub-clause 16.2 a) an employee who:
- a) is a parent, or has responsibility for the care of the child; and
  - b) is returning to work after taking leave in relation to the birth or adoption of the child;
- may request part time work to assist the employee to care for the child.

- 16.4 The employee is not entitled to make the request unless:
- a) for an employee other than a casual employee, the employee has completed at least 12 months of continuous service with the employer immediately before making the request; or
  - b) for a casual employee, the employee:
    - i) is a long term casual employee of the employer immediately before making the request; and
    - ii) has a reasonable expectation of continuing employment by the employer on a regular and systematic basis.
- 16.5 For the purposes of applying sub-clause 16.4 a) in relation to an employee who has had their employment converted under Division 4A of Part 2-2, of the NES, any period for which the employee was a regular casual employee of the employer is taken to be continuous service.
- 16.6 The request from the employee must:
- a) be in writing; and
  - b) set out details of the change sought and the reasons for the change.
- 16.7 The employer must give the employee a written response to the request within 21 days, stating whether the employer grants or refuses the request.
- 16.8 The employer may refuse the request only on reasonable business grounds.
- 16.9 Without limiting what are reasonable business grounds for the purposes of sub-clause 16.8, reasonable business grounds include the following:
- a) that the new working arrangements requested by the employee would be too costly for the employer;
  - b) that there is no capacity to change the working arrangements of other employees to accommodate the new working arrangements requested by the employee;
  - c) that it would be impractical to change the working arrangements of other employees, or recruit new employees, to accommodate the new working arrangements requested by the employee;
  - d) that the new working arrangements requested by the employee would be likely to result in a significant loss in efficiency or productivity;
  - e) that the new working arrangements requested by the employee would be likely to have a significant negative impact on customer service.
- 16.10 Before responding to a request made under Section 65 of the Act, the employer must discuss the request with the employee and genuinely try to reach agreement on a change in working arrangements that will reasonably accommodate the employee's circumstances having regard to:
- a) the needs of the employee arising from their circumstances;
  - b) the consequences for the employee if changes in working arrangements are not made; and
  - c) any reasonable business grounds for refusing the request.

- 16.11 If the employer refuses the request and has not reached agreement with the employee, the written response under sub-clause 16.7 must include:
- a) details of the reasons for the refusal including the business ground or grounds for the refusal and how the ground or grounds apply;
  - b) whether or not there are any changes in working arrangements that the employer can offer the employee so as to better accommodate the employee's circumstances; and
  - c) if the employer can offer the employee such changes in working arrangements, set out those changes in working arrangements.
- 16.12 If the employer and the employee reach an agreement under sub-clause 16.10 on a change in working arrangements that differs from that initially requested by the employee, then the employer must provide the employee with a written response to their request setting out the agreed change(s) in working arrangements.
- 16.13 Disputes about whether the employer has discussed the request with the employee and responded to the request in the way required by clause 16, can be dealt with under the Dispute Resolution clause 11.

#### **Clause 17: Assistance with Costs of Work-Related Study**

- 17.1 The parties agree that there are significant benefits for both employers and employees if employees can be supported to update or extend their knowledge and skills.
- 17.2 The employers will provide \$350,000 per annum (which includes taxation costs) through the Study Incentive Program (SIP) for full and part subsidies for the costs of approved courses of study and training, upon application from employees to a committee, which includes union representation, which will make recommendations in relation to the allocation of funds to the Director of Catholic Education.
- 17.3 Applications will be determined according to criteria agreed between the employers and the union but which include:
- a) relevance of study to employment at sector and school level;
  - b) country location; and
  - c) (for teachers) high priority will be study for religious education, theology and Catholic educational leadership courses.

#### **Clause 18: Work Health and Safety Training and Personal Protective Equipment**

- 18.1 Work Health and Safety (WHS) Training
- a) The parties recognise that it is in the interests of both employees and the employer to create and maintain a safe work environment where the possibility of injuries and work related illness is minimised.
  - b) The parties also recognise that safety education and programs will be fundamental to the achievement of these aims.
  - c) Employees will be educated in the recognition of potential and actual workplace hazards and actively encouraged to report and work towards their elimination.
  - d) Members of WHS committees and elected WHS Representatives, will receive training in the role of such committees as well as in other aspects of accident prevention, risk identification and abatement and other WHS aspects.

- e) The school is responsible for ensuring that, in addition to the legislated training for elected WHS Representatives, at least one employee committee member has received not less than 3 days initial training plus 1 further day refresher training every 3 years.

## 18.2 Personal Protective Equipment

**Personal Protective Equipment (PPE)** means safety clothing, including footwear, or equipment for specified circumstances or areas, where the nature of the work involved or the conditions under which employees are working, requires its wearing or use for personal protection from hazards or the risk of harm in the workplace.

- a) Where the elimination of hazards in the workplace cannot be achieved by other measures, the employer will ensure that PPE is available without cost to employees to protect them from risk of hazards and injuries.
- b) PPE may relate to various categories of protection such as head, eye, hearing, skin, foot, clothing, respiratory, hand. Examples of PPE include earmuffs, protective eyewear, sunscreens, overalls, dust coats, safety footwear etc.
- c) Protective clothing will only be considered PPE where its purpose is to minimise the risk to health and safety.
- d) All PPE purchased by the employer must comply with the current Australian Standard applicable to that product.
- e) The employer is responsible for ensuring that PPE is kept in a clean and hygienic condition and repaired or replaced where damaged, defective or worn out.



## PART 3: LEAVE & RELATED MATTERS (ALL EMPLOYEES)

### Section 1: Annual Leave, Term Leave & Related Matters

#### Clause 19: Continuity of Service with an Employer

- 19.1 Where an employee's service terminates but the employee returns to employment with the same employer (as specified in sub-clause 2.1) within 2 months of the date of termination, the employee's service is deemed to be continuous even though the intervening period between termination and returning to employment does not count towards the length of the employee's continuous service.

#### Clause 20: Portability of Leave Entitlements

- 20.1 Accrued Personal/Carer's Leave is portable between all Catholic schools in South Australia providing that there is a break in service of no more than a term between service in one school and service with the second school.\*
- 20.2 Accrued Long Service Leave is portable between all Catholic schools in South Australia (and most Catholic schools in Australia) providing that there is a break in service of no more than 2 terms between service in one school and service with the second school.\*\*

*\*Note: a break in service of no more than a term means that if service ends, for example, at the end of week 2 of term 4, the accrued Personal Carer's Leave entitlements are portable to the second school providing the employee is employed on or before the start of week 3 in term 1 of the following year.*

*\*\* Note: a break in service of no more than 2 terms means that if service ends, for example, at the end of term 2, the accrued Long Service Leave entitlements are portable to the second school providing the employee is employed on or before the start of term 1 of the following year. (Employees interested in the interstate transfer of Long Service Leave provisions should refer to the separate agreement relating to this benefit.)*

#### Clause 21: Annual Leave and Term Leave (Teacher)

- 21.1 All employees (other than casual employees) are entitled to Annual Leave in accordance with the NES. This clause supplements the NES.
- a) A teacher (other than a casual teacher) who completes a full year teaching in any school year will be entitled to 4 weeks Annual Leave taken consecutively over the Christmas vacation period commencing after the last day of term 4.
  - b) A teacher is entitled to one week Annual Leave corresponding to the fraction of time worked in the applicable term for each full term completed or pro-rata payment for part terms completed.
  - c) Annual Leave for a teacher, whose employment is continuing into the next school year, must be taken in Non-term Weeks specifically the 4 consecutive weeks at the commencement of the school Christmas vacation period (after the last day of Term 4), unless otherwise agreed with the employer.
  - d) The last day of term 4 shall not be later than the 19th of December.
  - e) A teacher is deemed to have taken all their accrued Annual Leave in the School Year, by the day prior to the School Service Date in the new School Year. Annual Leave does not therefore accrue from year to year.
  - f) A teacher may take Annual Leave re-credited in accordance with the NES (as an example, the teacher qualified for paid Personal/Carer's Leave during the Annual Leave period) only during Non-term Weeks as directed by the employer.

## 21.2 Teacher Term Leave

- a) There shall be a period of paid Term Leave, at the end of each of term, which with the exception of Term Leave at the end of Term 4, shall not be of less than ten consecutive weekdays in duration (but subject to clause 84 Preparation/Professional Development days). This leave shall be inclusive of any public holidays that occur during the paid Term Leave.
- b) Teacher Term Leave is calculated on the basis of 2 weeks pay corresponding to the fraction of time and classification worked for each completed term or pro-rata payment for part terms completed (with the exception of Term 4 for continuing employees).
- c) Where the contracted hours, (Full Time Equivalent (FTE)) that a teacher normally works have changed throughout the term, the Term Leave is adjusted. Employees will receive the proportionate pro-rata Term Leave.
- d) Term Leave associated with Term 4, for continuing employees, comprises the remaining days between:
  - i) the last day of Term 4 plus 4 consecutive weeks of Annual Leave; plus
  - ii) public holidays which occur (on days normally worked in accordance with clause 26) during the Annual Leave period; and
  - iii) the next School Service Date.
- e) A Teacher is deemed to have taken all their accrued Term Leave in the School Year by the day prior to the School Service Date in the new School Year. Term Leave does not therefore accrue from year to year.

## 21.3 Leave for Transferring and New Teachers

- a) A teacher who completes a full School Year of teaching but is not returning to the same school (the first school) but is commencing at another SA Catholic school (the second school) must be paid up to the day prior to the School Service Date (second school) at the fraction of time and classification of work performed in the first school.
- b) The second school will pay the days and fraction of time required from the School Service Date at the second school at the fraction of time and classification of work performed in the second school.
- c) Should the School Service Date of the second school occur before the anniversary of the previous School Service Date at the first school, the employee will be paid for the overlapping period by the second school at the higher of the two pay amounts.
- d) A teacher transferring from one SA Catholic school (the first school) to another SA Catholic school (the second school) and who did not complete a full School Year with the first school and is therefore ineligible to be paid for the entire Christmas vacation period, must be paid by the second school for the days on which they are obliged to attend.
- e) A part-time teacher required for more than their contracted FTE on PD days will be paid the Additional Hours Loading for any additional hours worked.
- f) A teacher taking up a new appointment at a Catholic school but not transferring from another SA Catholic school shall be paid at their incremental step for all days required to be worked from the School Service Date (e.g. professional development days and induction).

- g) A teacher must be paid out any outstanding leave accrual (Term Leave and Annual Leave) on termination of employment within 7 days. A Terminating teacher who has worked all weeks of Term 4 will be paid out the entitlement for Term 4, of 2 weeks (10 days) Term Leave (pro-rata for part time).
- h) A teacher proceeding on a period of Leave Without Pay, including unpaid Parental Leave, that concludes in the following school year, may request that the payment of any accrued leave (Annual and Term) be paid in a lump sum at the commencement of their leave.
- i) Term Leave and Annual Leave accrual will be adjusted for any periods of Leave Without Pay.

## Clause 22: Education Support Officer Annual Leave

Education Support Officer (ESO) includes Indigenous Education Officer (IEO) unless otherwise specified.

- 22.1 All Education Support Officers (other than casual employees) are entitled to Annual Leave in accordance with the NES. This clause supplements the NES.
- 22.2 An Education Support Officer (other than casual employees and Boarding House Supervisory Employees and shift workers) are entitled to 4 weeks Annual Leave in accordance with the NES.
- 22.3 Shift workers (other than employees employed in outdoor education whose hours of work are averaged over 12 months) are entitled to 5 weeks Annual Leave in accordance with the NES.
- 22.4 Boarding House Supervisory Employees are entitled to 9 weeks of leave for each completed year of continuous service. This includes 5 weeks Annual Leave in accordance with the NES, plus any public holidays which fall within a period of Annual Leave, and additional leave inclusive of public holidays of up to 4 weeks, to a total of 9 weeks.
  - a) The additional (up to 4 weeks) leave is to compensate Boarding House Supervisory Employees for working extended and irregular hours, for example weekends and sleepovers.
  - b) The 9 weeks leave is deemed to be taken as follows:
    - i) at least 5 weeks Annual Leave during the Christmas vacation period after the conclusion of the last worked day of Term 4; and
    - ii) the remainder during non-term time throughout the year.
- 22.5 Annual Leave must usually be taken during Non-term Weeks unless the employer agrees that it may be taken at another time. Education Support Officers are usually required to take Annual Leave in a 4 (or 5) week consecutive period over the Christmas vacation period (i.e., immediately following the last day worked in December).
- 22.6 Education Support Officers working less than 48 weeks per year, who elect to spread their salary over 52 weeks a year, are deemed to have taken their Annual Leave in the school Christmas vacation period (immediately following the last day worked in December). They are deemed to have taken all their accrued Annual Leave each year. Annual Leave does not therefore accrue from year to year. The leave is deemed to be taken in Non-term Weeks for that year.

## 22.7 Cashing Out Annual Leave (Education Support Officers only)

- a) This sub-clause is applicable to ESOs who work at least 48 weeks per year. It is not applicable to staff who spread their salary or staff who work less than 48 weeks per year.
- b) In accordance with the NES, and at the employee's request, the employer may, by agreement with an employee, cash out an amount of accrued Annual Leave, provided that:
  - i) the cashing out must not result in the employee's remaining accrued entitlement to paid Annual Leave, being less than 4 weeks; and
  - ii) each cashing out of a particular amount of Annual Leave must be by a separate agreement in writing between the employer and the employee; and
  - iii) the employee must be paid the full amount that would have been payable to the employee had the employee taken the leave that the employee has forgone, at the time the leave is being cashed out; and
  - iv) the employee's accrued Annual Leave entitlement will be reduced by the amount of Annual Leave cashed out.

## Clause 23: Annual Leave Loading

- 23.1 An employee who has an entitlement to Annual Leave (other than casual employees) is entitled to payment of Annual Leave Loading of 17.5% on 4 weeks Annual Leave per annum (pro-rata for part years or part time). Annual Leave Loading will normally be paid on the pay day which contains payments for the last working day of the last term of the School Year.
- 23.2 The amount of Annual Leave Loading for a full-time employee who works a full year is calculated as follows:
  - a) Annual salary (as at time payment is made) X 4 X 6/313 X 0.175 up to a maximum of the Australian Bureau of Statistics average weekly total earnings of all males applicable to the May reference period in the school year in which the payment is made.
- 23.3 The amount of Annual Leave Loading for a part-time employee or for an employee who completes only part of the School Year will be the pro-rata fraction of the full-time equivalent amount.
- 23.4 Where the contracted hours (Full Time Equivalent) have changed throughout the year the leave loading calculation is adjusted accordingly at each FTE.
- 23.5 Accrued Annual Leave loading entitlement must be paid out on termination of employment.

## Section 2: Other Leave

### Clause 24: Personal/Carer's Leave and Compassionate Leave

Personal/Carer's Leave and Compassionate Leave are available in accordance with the NES. These entitlements are summarised below. Conditions more favourable than the NES are also detailed below.

24.1 Personal/Carer's Leave is available to assist employees:

- a) with a personal illness or injury; or
- b) to care for or support an Immediate Family or Household Member who is suffering a personal illness or injury or is affected by an unexpected emergency.

24.2 Compassionate Leave is available to assist employees when a member of their Immediate Family or Household:

- a) contracts or develops a personal illness that poses a serious threat to his or her life; or
- b) sustains a personal injury that poses a serious threat to his or her life; or
- c) dies.

24.3 Where requested by the employer, the employee must provide medical verification or other verification (which may include a Statutory Declaration) that would satisfy a reasonable person that the leave is taken for the reasons specified in the NES.

24.4 An employee must give his or her employer notice of the taking of Personal/Carer's Leave or Compassionate Leave. The notice must be given to the employer as soon as practicable and must advise the employer of the period, or expected period, of the leave.

### 24.5 Compliance

An employee's absence from employment is not covered by the above provisions unless the employee complies with the above provisions.

### 24.6 Personal/Carer's Leave

- a) For each year of service an employee is entitled to 10 days of paid Personal/Carer's Leave according to the employee's hours of work with pro-rata entitlements for part-time employees.
- b) An employee's entitlement to Personal/Carer's Leave accumulates from year to year.
- c) An employee receives his or her entitlement for the first year of service in advance upon commencement.
- d) In the succeeding years of continuous service an employee receives their entitlement in advance for the next year of service.
- e) An employee who is on Long Service Leave is entitled to take Personal/Carer's Leave providing the employee has sufficient Personal/Carer's Leave credit and produces a medical certificate covering the period of illness.
- f) An employee who is absent on paid Personal/Carer's Leave either on the working day immediately preceding or immediately following a public holiday or on both days is entitled to payment for that holiday without deduction from the Personal/Carer's Leave credit of the employee.
- g) A teacher's Personal/Carer's Leave may be debited against the teacher's entitlement in half day units or in hours where practicable.

- h) A full-time Education Support Officer's Personal/Carer's Leave may be converted to 75 hours and debited against their entitlement in hours.
- i) A part-time Education Support Officer is entitled to receive annually a pro-rata fraction of the full-time entitlement as follows:  

$$\text{Hours worked per week}/37.5 \times \text{weeks worked}/48 \times 75$$
- j) A part-time Education Support Officer (Boarding House Supervisory Employee) is entitled to receive annually a pro-rata fraction of the full-time entitlement as follows:  

$$\text{Hours worked per week}/37.5 \times \text{weeks worked}/43 \times 75$$
- k) Accrued Personal/Carer's Leave entitlements are transferable between all Catholic schools in SA providing that there is a break of no more than a term between service with the first school and service with the second school\*.
- l) Where an employee's Personal/Carer's Leave is exhausted the employee may take unpaid Personal/Carer's Leave. The unpaid Carer's Leave entitlement is 2 days per Permissible Occasion after which unpaid Caring Leave as detailed in clause 38 is available.
- m) An employee cannot take unpaid Carer's Leave during a particular period if the employee could instead take paid Personal/Carer's Leave. However, this does not preclude an employee from taking Unpaid Caring Leave as detailed in clause 38.

*\*Note: a break in service of no more than a term means that if service ends, for example, at the end of week 2 of term 4, the accrued Personal Carer's Leave entitlements are portable to the second school providing the employee is employed on or before the start of week 3 in term 1 of the following year.*

## 24.7 Compassionate Leave

- a) An employee is entitled to 2 days of paid Compassionate Leave for each Permissible Occasion detailed in sub-clause 24.2 above.
  - b) This leave is a separate paid entitlement from Personal/Carer's Leave and Compassionate Leave is not deducted from Personal/Carer's Leave entitlements.
  - c) An employee may take Compassionate Leave for a particular Permissible Occasion as:
    - i) a single continuous 2 day period; or
    - ii) 2 separate periods of 1 day each; or
    - iii) any separate periods to which the employer and employee agree.
  - d) If the Permissible Occasion is the contraction or development of a personal illness, or the sustaining of a personal injury affecting a member of the employee's Immediate Family or Household, the employee may take the Compassionate Leave for that occasion at any time while the illness or injury persists.
- Note: the notice and evidence requirements detailed above in sub-clauses 24.3 and 24.4 must be complied with.*
- e) If an employee, other than a casual employee, takes a period of Compassionate Leave, the employer must pay the employee at the employee's usual rate of pay, for the employee's ordinary hours of work in the period.
  - f) Where additional Compassionate Leave is requested by the employee, unpaid Compassionate Leave will be granted.
  - g) For casual employees, all Compassionate Leave is unpaid leave.



## Clause 25: Family & Domestic Violence Leave

- 25.1 Employers recognise that employees may face situations of family and domestic violence in their personal life that may affect their attendance at work. Employers recognise the trauma that may be caused by family and domestic violence and are committed to providing support as reasonable and appropriate for each situation, to assist the employee to remain in employment and to help the employee feel safe and supported at work.
- 25.2 The employee may take 5 days unpaid Family and Domestic Violence Leave in accordance with the NES if they:
- a) are experiencing family and domestic violence, and need to do something to deal with the impact of that violence, and
  - b) it is impractical to do so outside their ordinary hours of work.
- 25.3 For example, this could include, making arrangements for their safety or the safety of a close relative, such as a dependent child (including relocation), attending urgent court hearings, or accessing police services.
- 25.4 An employee is entitled to 5 days of unpaid Family and Domestic Violence Leave in a 12 month period. This leave:
- a) is available in full at the start of each 12 month period of the employee's employment; and
  - b) does not accumulate from year to year; and
  - c) is available in full to part-time and casual employees.
- 25.5 The NES is supplemented to provide an employee (other than a casual employee) experiencing family and domestic violence (as defined by the NES) 5 days paid Family and Domestic Violence Leave.
- 25.6 It is intended that the paid leave is to be provided prior to access to the NES unpaid Family and Domestic Violence Leave.
- 25.7 The employer paid 5 days Family and Domestic Violence Leave is non-cumulative and is available from the commencement of employment. The employer will pay the employee at the employee's usual rate of pay in accordance with employee's ordinary hours of work for that period.
- 25.8 Paid Family and Domestic Violence Leave cannot be accessed in lieu of regulated or approved leave (e.g., paid Term Leave or employer directed Annual Leave or Long Service Leave.)
- 25.9 The NES is supplemented to require when accessing paid Family and Domestic Violence Leave that the employer, at their request, is provided with suitable evidence to support the request that would satisfy a reasonable person. This evidence may be; document/s issued by the police or a court, family violence support service documents, or a statutory declaration.
- 25.10 Unless otherwise stipulated, in this clause the paid Family and Domestic Violence Leave will operate in accordance with the *Fair Work Act, Division 7, subdivision CA unpaid Family and Domestic Violence Leave* provisions.

## Clause 26: Public Holidays

- 26.1 Employees (except for casual employees) who would usually work on a public holiday (day or part day) are entitled to be absent from employment on that day or part day, with pay to the following public holidays: New Year's Day, Australia Day, Good Friday, Easter Saturday, Easter Monday, Anzac Day, Adelaide Cup Day, Queen's Birthday, Labour Day, Christmas Day, Proclamation Day and any other days which by Act of Parliament or by Proclamation, may be created a public holiday or may be substituted for the holiday.
- 26.2 Part-time employees who do not normally work on the day on which the public holiday falls, do not receive payment.
- 26.3 Where a public holiday falls on a day on which the employee normally works and within the period of Annual Leave, the period of Annual Leave will be increased by one day for each public holiday.
- 26.4 Term Leave for teachers is not extended for public holidays. Non-term time is not extended for public holidays for Education Support Officers who spread their salary, but do not work in the non term period (as public holidays are included in the spread formula).

## Clause 27: Long Service Leave

- 27.1 The *Long Service Leave Act (SA) 1987* provides minimum entitlements in relation to Long Service Leave for all employees. Employees become eligible to apply for Long Service Leave after 7 complete years of continuous service. It is expected that Long Service Leave will normally be taken in multiples of a term.
- 27.2 Notwithstanding sub-clause 27.1 above, an employee may apply to take Long Service Leave in multiples of a week and for a minimum period of one calendar week providing that the employee has sufficient Long Service Leave available.
- 27.3 Where possible and practical but subject to the needs of the school, the employer will approve the taking of leave for periods of less than a term.
- 27.4 Where a request for leave is refused, written reasons will be provided to the employee.
- 27.5 Accrued Long Service Leave is portable between all Catholic schools in South Australia (and most Catholic schools in Australia) providing that there is a break in service of no more than 2 terms between service in one school and service with the second school.\*

*\* Note: a break in service of no more than 2 terms means that if service ends, for example, at the end of term 2, the accrued Long Service Leave entitlements are portable to the second school providing the employee is employed on or before the start of term 1 of the following year. (Employees interested in the interstate transfer of Long Service Leave provisions should refer to the separate agreement relating to this benefit.)*

## Clause 28: Community Service Leave

Entitlement to be absent from employment for engaging in eligible community service activity.

*Note: Employees undertaking community service should also refer to the South Australian Commission for Catholic Schools Inc (SACCS) Community Service Leave – Policy and Procedure*

- 28.1 An employee who engages in an eligible community service activity is entitled to be absent from his or her employment for a period of unpaid leave (except for Jury Service which is paid leave) if the period consists of one or more of the following:
- a) time when the employee engages in the activity;
  - b) reasonable travelling time associated with the activity;



- c) reasonable rest time immediately following the activity; and
- d) unless the activity is Jury Service – the employee's absence is reasonable in all of the circumstances.

**28.2 Eligible Community Service activity includes:**

- a) Jury Service (including attendance for jury selection) that is required by or under a law of the Commonwealth, a State or a Territory; or
- b) voluntary emergency management activity (see below); or
- c) Australian Defence Force Reserves Service Leave.

**28.3 Voluntary Emergency Management Activities**

- a) An employee engages in a voluntary emergency management activity if, and only if:
  - i) the employee engages in an activity that involves dealing with an emergency or natural disaster; and
  - ii) the employee engages in the activity on a voluntary basis (whether or not the employee directly or indirectly takes or agrees to take an honorarium, gratuity or similar payment wholly or partly for engaging in the activity); and
  - iii) the employee is a member of, or has a member-like association with, a recognised emergency management body; and
  - iv) either:
    - the employee was requested by or on behalf of the body to engage in the activity; or
    - no such request was made, but it would be reasonable to expect that, if the circumstances had permitted the making of such a request, it is likely that such a request would have been made;
- b) A recognised emergency management body is:
  - i) a body, or part of a body, that has a role or function under a plan that is for coping with emergencies and/or disasters; and is prepared by the Commonwealth, a State or a Territory; or
  - ii) a, civil defence or rescue body, or part of such a body; or
  - iii) any other body, or part of a body, a substantial purpose of which involves securing the safety of persons or animals in an emergency or natural disaster; protecting property in an emergency or natural disaster; or otherwise responding to an emergency or natural disaster; or
  - iv) a body, or part of a body, as prescribed by the regulations;
  - v) but does not include a body that was established, or is continued in existence, for the purpose, or for purposes that include the purpose, of entitling one or more employees to be absent from their employment under this sub-clause.

**28.4 Notice and Evidence Requirements**

- a) An employee who requests an absence from his or her employment for the purpose of community service must give his or her employer notice of the absence.
- b) The notice must be given to the employer as soon as practicable and must advise the employer of the period, or expected period, of the absence.
- c) An employee who has given his or her employer notice of absence must, if required by the employer, give the employer evidence that would satisfy a reasonable person that the absence is because the employee has been or will be engaging in an eligible community service activity.

- d) An employee's absence from his or her employment is not covered by the above provisions unless the employee complies with the above provisions.

## 28.5 Jury Service

*Note: Employees required to undertake Jury Service should also refer to the South Australian Commission for Catholic Schools Inc (SACCS) Jury Duty Leave – Policy and Procedure.*

- a) Payment to Employees (other than Casual Employees)
- Subject to the provisions detailed below, the employer must pay the employee at the employee's usual rate of pay and for the duration of the required jury service for the ordinary time the employee would have worked had the employee not been on Jury Service.
- b) Evidence
- i) The employer may require the employee to give the employer evidence that would satisfy a reasonable person:
- that the employee has taken all necessary steps to obtain any amount of jury service pay to which the employee is entitled; and
  - of the total amount (even if it is a nil amount) of jury service pay that has been paid, or is payable, to the employee for the period.
- ii) If, in accordance with the sub-clause above, the employer requires the employee to give the employer the evidence referred in that sub-clause:
- the employee is not entitled to payment under sub-clause 28.5 a) unless the employee provides the evidence; and
  - if the employee provides the evidence – the amount payable to the employee is reduced by the total amount of Jury Service pay that has been paid, or is payable, to the employee, as disclosed in the evidence.

## 28.6 Australian Defence Force Reserves (ADFR) Service Leave

*Note: Employees requiring ADFR Service Leave should also refer to the South Australian Commission for Catholic Schools Inc (SACCS) Australian Defence Force Reserves Service Leave – Policy and Procedures.*

- a) An employee who is a member of the Australian Defence Force Reserves will be granted paid leave of up to 4 weeks of ADFR service per year (1 July - 30 June) for the purpose of rendering ADFR service. This leave is not cumulative.
- b) Employees who are in their first year of ADFR service are entitled to up to a further 2 weeks paid leave to attend ADFR induction training.
- c) All other ADFR service leave is unpaid.

## Clause 29: Paid Family Events Leave

- 29.1 An employee is entitled to 2 days paid leave per school year for special, non-recurring family events such as:
- significant graduations;
  - immediate family weddings;
  - state, national and international sporting events where the employee or their child is the representative (not available if the employee is granted support through the *Participation in International or National Sporting Events Procedures*);
  - moving house;
  - child's first day in a new school;
  - special school event (e.g. significant assembly);
  - significant family reunions;
  - immediate family relocating or arriving from interstate or overseas;
  - other special family events as approved by the principal;
  - reasonable travel associated with items above.
- 29.2 Unless there are exceptional circumstances, an employee is required to give a minimum of 2 weeks notice for any request for paid Family Events Leave.
- 29.3 The leave is not cumulative and is available on a pro-rata basis for part years and for part-time employees.
- 29.4 The paid leave will be for a period not exceeding the number of hours which would have been worked by the employee on the date/s of the Family Events Leave.

## Clause 30: Special Leave

- 30.1 The employer may, where reasonable cause exists, grant to an employee special leave with or without pay for any period and upon such conditions as are mutually agreed with the employee.
- 30.2 Special Leave granted under this clause is in addition to any other leave to which an employee is entitled under this Agreement.
- 30.3 Leave without pay will not be taken into account in calculating the period of service for any purpose nor for calculating Long Service Leave. However, absence on leave will not break continuity of service.

### Clause 31: Infectious Diseases Leave

- 31.1 Where an employee is absent from duty and produces a medical certificate which states that the employee is suffering from one of the following diseases:
- Acquired Immune Deficiency Syndrome;
  - Chicken Pox;
  - Diphtheria;
  - Erysipelas;
  - Glandular Fever;
  - Herpetic Whitlow;
  - Infectious Hepatitis;
  - Infectious Mononucleosis;
  - Measles;
  - Meningitis;
  - Mumps;
  - Poliomyelitis;
  - Rubella;
  - Scarlet Fever;
  - Staphylococcal Infection;
  - Typhoid;
  - Whooping Cough;
  - Cholera;
  - Small Pox;
  - Yellow Fever;
  - Malaria;
  - Tuberculosis;
  - Giardia; and
  - other diseases as the employer may determine by notice to employees.
- 31.2 Following proof of the disease within the school and related activities and a medical practitioner is of the opinion that in all probability the disease was contracted by the employee while on duty as a result of contact with the children or other employees of the school, then the employee must be granted Infectious Diseases Leave with pay not debited to the employee's Personal/Carer's Leave credit.
- 31.3 The leave granted cannot exceed 52 weeks in total, whether taken in one period or in broken periods for one particular disease.
- 31.4 Part-time employees are entitled to leave on a pro-rata basis but the leave granted cannot exceed 52 calendar weeks in total, whether taken in one period or in broken periods for one particular disease.

## Section 3: Parental Leave and Related Entitlements

### Clause 32: Parental Leave and Related Entitlements

32.1 An employee is entitled to unpaid Parental Leave, including Adoption Leave in accordance with the NES. This section should be read in conjunction with the NES.

32.2 Definitions:

**Parent** means: birthmother, spouse, defacto spouse or partner.

**Primary Carer** means: the child is in the person's care and the person meets the child's physical needs more than anyone else in the period of leave. Only one person can be a child's Primary Carer on any one day.

32.3 An employee is entitled to 12 months of unpaid Parental Leave if:

a) The leave is associated with:

- i) the birth of a child of the employee or the employee's spouse or partner; or
- ii) the placement of a child with the employee for adoption; and
- iii) the employee has, or will have a responsibility for the care of the child.

32.4 In relation to eligibility for Parental Leave in section 67(1) of the Act, an employee is not entitled to Parental Leave (other than unpaid pre-Adoption Leave) unless the employee has, or will have, completed at least 12 months of continuous service with one or more of the employers detailed in this Agreement immediately before the date that applies under sub-section (3) of section 67 of the Act.

In summary, the date that applies is:

- a) if the leave is birth-related leave – the date of birth, or expected date of birth of the child; or
- b) if the leave is adoption-related leave – the day of placement, or expected day of placement of the child; or
- c) for an employee taking a period of unpaid Parental Leave that is to start within 12 months after the birth or placement of the child (under section 71(6) of the Act) – the date on which the employee's period of leave is to start; or
- d) for a member of an Employee Couple under the NES taking a period of unpaid Parental Leave that is to start after the period of Parental Leave (under section 72 (3) (b) or 72 (4) (b) of the Act) of the other member of the employee couple – the date on which the employee's period of leave is to start.

*Note: If an employee is on approved Parental Leave and subsequently becomes pregnant with or is taking placement of a subsequent child, the employee is not required to return to work in order to qualify for a further period of Parental Leave. In accordance with the Act (section 22) for the purposes of eligibility for Parental Leave, a period of 'continuous service' includes all service with the employer except unauthorised absences.*

### 32.5 Notice and Evidence Requirements

- a) An employee must give his or her employer written notice of the taking of Parental Leave.
- b) The notice must be given to the employer:
  - i) at least 10 weeks before starting the leave; or
  - ii) if that is not possible – as soon as practicable (which may be after the leave has started).
- c) The notice must specify the intended start and end dates of the leave.

### 32.6 Change of intended start and end dates

At least 4 weeks before the intended start date specified in the notice given under sub-clause 32.5, the employee must advise the employer of any changes to the intended start and end dates of the leave unless it is not possible to do so.

### 32.7 Evidence

- a) An employee who has given his or her employer notice of the taking of Parental Leave must give the employer medical evidence or, in the case of parental (adoption-related) leave, other evidence that would satisfy a reasonable person:
  - i) if the leave is birth-related leave – evidence of the date of birth, or the expected date of birth, of the child; or
  - ii) if the leave is adoption-related leave – of the day of the placement or the expected day of the placement of the child.
- b) An employer may, by not less than 14 days notice in writing to the employee, require the female employee who is pregnant to commence Parental Leave under the NES at any time within 6 weeks immediately prior to the expected date of birth, unless the employee provides the employer with a medical certificate confirming fitness for work closer to the expected date of birth.

### 32.8 Compliance

An employee is not entitled to take Parental Leave under this clause unless the employee complies with the above requirements.

### 32.9 Paid Parental Leave (Birth-Related)

This Section provides for enhanced Parental Leave provisions to the NES as follows:

- a) Paid Parental Leave is provided to support and assist with the provision of care associated with the birth of a child and to recognise the impact on the career of the Primary Carer.
- b) An eligible employee (other than a casual employee) commencing unpaid Parental Leave available under the NES, is entitled to paid Parental Leave equivalent to 14 weeks pay if the following conditions are satisfied:
  - i) the employee is a parent of the newborn (birthmother, or partner) and will be the Primary Carer of the child at a minimum, for at least the duration of the paid leave period; and
  - ii) paid Parental Leave must be taken in one continuous period, that will normally commence not later than the date of the birth of the child in connection with whom the leave is taken.
- c) If the leave is birth-related for a female employee who is pregnant with, or gives birth to, the child, the period of leave may start:
  - i) up to 6 weeks before the expected date of birth of the child; or
  - ii) earlier, if the employer and employee so agree; but must not start later than the date of birth of the child.
- d) In the case of an employee couple where both parents are employees covered by the Agreement, the paid Parental Leave (14 weeks) is available to one employee, who is the Primary Carer.
- e) Should, in exceptional circumstances, an employee become the Primary Carer, after the date of birth of the child, and within the 14 week period of paid Parental Leave, if eligible for paid Parental Leave, they will receive the remaining balance of the paid leave, only.

- f) In a case of multiple births (more than one child born at same birth) one payment of 14 weeks is applicable.
- g) Amendments to the above may occur in exceptional circumstances and subject to the provision of reasonable supporting evidence at the discretion of the employer.

### 32.10 Paid Adoption Leave

- a) Paid Adoption Leave is available to the adoptive parent who is the Primary Carer of the child and is to support and assist families with the provision of care associated with the adoption of a child and to recognise the impact of the adoption on the career of the adoptive parent.
- b) An eligible employee commencing unpaid Parental (Adoption) Leave under the NES is entitled to paid Adoption Leave equivalent to 14 weeks pay if that employee is the adoptive parent and the Primary Carer of the adopted child or children for at least the duration of the paid leave taken; and
- c) In the case of an employee couple, where both parents are employees who are covered by the Agreement, the paid Parental Leave (14 weeks) is available to one employee (who is the Primary Carer), per placement in a 12 month period. A placement may involve more than one child adopted in the same 12 month period.
- d) The paid 14 weeks must start on the date of placement of the child or, by exception, up to 6 weeks prior, as agreed with the employer, and subject to the provision of evidence to support an earlier commencement date.

*Note: The employer-provided paid Parental (Adoption) Leave payment is different from and separate to the Australian Government's Paid Parental Leave scheme which may provide additional benefits. Employees should contact the Australian Government's Services Australia for further information regarding its Paid Parental Leave scheme.*

### 32.11 Unpaid Pre-Adoption Leave

- a) Unpaid pre-Adoption Leave is not restricted to 2 days (as provided by the NES). Employees may access up to 5 days leave. It is available for the purpose of obtaining custody of a child overseas or for attending interviews or examinations relating to the adoption of the child. Reasonable evidence to support unpaid leave under this sub-clause must be provided.
- b) If an employee seeks to take leave before the adoption of a child, they must provide written notice of the intention to take the unpaid pre-Adoption Leave. The written notice must:
  - i) be given to the employer as soon as practicable; and
  - ii) advise of the period, or expected period of the leave; and
  - iii) provide evidence that the leave is taken to attend an interview or examinations required to obtain approval for the employee's adoption of a child.

### 32.12 Treatment of Paid Parental and Adoption Leave Payment

- a) An eligible employee will accrue Annual Leave (and pro-rata leave loading) and Personal/Carer's leave, calculated in accordance with the NES on the paid Parental Leave/Adoption Leave.
- b) Term Leave does not accrue on paid Parental (parental, adoption or partner) Leave.
- c) Employer superannuation contributions will be paid on paid Parental Leave (including paid Adoption Leave) and on the accruals described above.



- d) The paid Parental (Adoption) Leave period will not count towards the calculation of Long Service Leave or incremental progression nor will it be extended due to public holidays, rostered days off or any other periods of leave (with the exception of a previously accrued entitlement to Term Leave or Annual Leave).
- e) The entitlement for paid Parental Leave can start no later than the birth of the child, however in the case of an employee claiming paid Parental Leave, if the expected date of birth falls in a period of accrued Term Leave (for teachers) and accrued Annual Leave (for ESOs and teachers), that must be taken in the prescribed Christmas vacation period, the employee remains entitled to their leave accrual and the 14 weeks paid Parental Leave is deferred until after the Annual Leave or Term Leave is depleted.
- f) Whilst payment of the 14 week Parental Leave commences post payment of applicable accrued Term Leave and/or Annual Leave, the Parental Leave is deemed as commencing from the date of birth of the child.
- g) Accrued scheduled Term Leave (for periods other than the Christmas vacation period) that falls within a period of paid Parental Leave remains an entitlement. In this case, Parental Leave would be paid first and any accrued Term Leave will be paid at the end of the 14 week period. Alternatively paid Parental Leave would cease for the period of accrued Term Leave and resume after that period.
- h) Application for paid Parental (including adoption) Leave must be made on the application for paid Parental Leave payment form as published by Catholic Education SA and submitted to the principal of the employing school.
- i) The rate of payment of paid Parental (including adoption) Leave will be calculated by using the employee's permanent fraction of time plus any regular allowances payable immediately before commencing the Parental Leave.\*

*\*Note: where a permanent part time employee is topping up their permanent fraction of time with a replacement or temporary appointment, the rate of payment of paid Parental Leave payment will be the employee's permanent fraction (including any allowances) plus the employee's replacement or temporary fraction(s) of time for the period of paid leave).*

### 32.13 Evidence

- a) In addition to evidence provided for unpaid Parental Leave:
  - i) If not the birthmother, but the spouse or defacto spouse, and claiming paid Parental Leave (14 weeks) reasonable evidence of Primary Carer responsibilities must be provided upon the employer's request, which may include a statutory declaration from the employee and partner certifying Primary Carer responsibilities and/or medical certification of Primary Carer responsibilities The leave application will require particulars of NES Parental Leave, if any, that the employee's partner is proposing, or has applied to take.

### Clause 33: Still Birth or Death of the Child

- 33.1 If an employee (who is the birthmother) has commenced unpaid Parental Leave under the NES within 6 weeks before, or on the expected birth date and subsequently the employee's pregnancy ends due to a still birth or death of the child, the employee shall be entitled to the full amount of paid Parental Leave.
- 33.2 In these cases, if the employee gives the employer notice that she wishes to return to work, the employer must comply with that request within 4 weeks.
- 33.3 However, if the employee returns to work before the expiration of 14 weeks, this will conclude the paid Parental Leave from the time that they have returned to work. They will not be paid twice.



33.4 In the case where the Parental Leave was paid upfront, to remediate any overpayment and to avoid any double counting, the payment of paid Parental Leave payments will be deemed to be payment for the work undertaken until the paid Parental Leave payment expires. If the employee returns to work at a higher FTE or salary they will be paid the difference.

**33.5 Still Birth or Death of the Child where Paid Parental Leave does not apply.**

- a) Where an employee's (birthmother) pregnancy ends between 20 weeks and 6 weeks before the expected birth date, as a result of a still birth, the employee will be entitled to unpaid birth-related leave in accordance with the NES, and to Personal Leave and Compassionate Leave as applicable.
- b) Where an employee's pregnancy ends prior to 20 weeks gestation, and the employee requires time from work they may apply for Personal Leave. They may also be eligible for unpaid Special Maternity Leave in accordance with the NES.

**Clause: 34 Paid Partner Leave (not Primary Carer)**

- 34.1 An eligible employee (not a casual employee) who is the partner, and who is not the Primary Carer is entitled to unpaid Parental Leave in accordance with the NES, is also entitled to one week paid Partner Leave around the time (that is, 3 weeks either side) of the child's birth or adoption. This leave need not necessarily be taken in one continuous period.
- 34.2 The partner (secondary carer) who is not the Primary Carer and is the spouse or defacto spouse (which may be the child's biological father, partner of the birthmother, adoptive parent, partner of an adoptive parent) must live with the employee in a relationship as a couple, on a genuine domestic basis to be eligible.
- 34.3 Paid Partner Leave remains payable where the pregnant spouse has commenced Parental Leave in the period between 6 weeks prior and the expected birth date, and the pregnancy ends, otherwise than by the birth of or survival of a living child.
- 34.4 Paid Partner Leave is not available to partners if the pregnancy of the employee's spouse ends prior to 6 weeks before the expected birth date. The employee may be entitled to Personal Leave, or Compassionate Leave.
- 34.5 All leave entitlements and accruals will be unaffected by the taking of paid Partner Leave. However, it will not be extended due to public holidays, rostered days off or any other periods of paid leave. Employer superannuation contributions will be made on payments of paid Partner Leave. To avoid doubt, the 3 week eligibility period either side of the birth, is not extended for Term Leave or Annual Leave.
- 34.6 Application for paid Partner Leave must be made on the application for paid Partner Leave form as published by Catholic Education SA and submitted to the principal of the employing school.
- 34.7 The rate of payment of paid Partner Leave will be calculated using the eligible employee's permanent fraction of time plus any regular allowances payable immediately before commencing the concurrent Parental Leave.
- 34.8 In the case of an employee couple (where both parents are covered by the Agreement) the paid Partner Leave is available to one employee only per child and is not available to an employee being paid 14 weeks Parental Leave for that same child.
- 34.9 The entitlement to one week paid Partner Leave does not increase the total of Concurrent Leave allowable under the NES.
- 34.10 Application for Paid Partner Leave must normally be made at least 10 weeks before the expected date of birth or placement of the child.

*Note: The employer-provided paid Partner Leave is different from and separate to any Australian Government scheme for which employees may also be eligible.*

### Clause 35: Paid Parental Leave Payments for Replacement and Temporary Employees

- 35.1 Where the employee has completed at least 12 months of continuous service as detailed in sub-clause 32.4, paid Parental Leave payments (parental/adoption/partner) will be payable in the following circumstances:
- a) if the duration of the appointment covers the period of paid leave, payment will be made in full;
  - b) if the duration of the appointment covers part of the period of the paid Parental (Adoption) Leave, the paid Parental Leave will be paid until the end of the appointment. Where there is no further appointment the remainder of the 14 week entitlement will be paid out to the employee in a lump sum on termination;
  - c) if the duration of the appointment ends prior to the commencement of leave, paid Parental Leave does not apply.
- 35.2 The rate of payment of paid Parental (Adoption) Leave for a fixed term contract (i.e. replacement or temporary appointment) will be calculated using the employee's substantive fraction plus any regular allowances payable immediately before commencing the Parental Leave.

*Note: where a permanent part time employee is "topping up" their substantive fraction of time with a replacement or temporary appointment, the rate of payment of paid Parental Leave will be the employee's permanent fraction (including any allowances) plus the employee's replacement or temporary fraction(s) of time for the period of paid leave.*

### Clause 36: Extended Parental Leave

- 36.1 An employee who takes Parental Leave is entitled to an extension of Parental Leave for a further period of up to 12 months immediately following the end of Parental Leave in accordance with the NES.
- 36.2 This leave will be known as Extended Parental Leave. It cannot exceed 12 months and is unpaid.
- 36.3 The request for Extended Parental Leave must be in writing and must be given to the employer at least 4 weeks before the end of the initial Parental Leave period (unless compelling circumstances prevent this in which case as much notice as possible should be given).
- 36.4 The request must specify the intended end date of the Extended Parental Leave.

### Clause 37: Child Rearing Leave

- 37.1 In addition to Parental Leave and Extended Parental Leave employees are entitled to Child Rearing Leave for a maximum period of 12 months.
- 37.2 Child Rearing Leave is without pay and is available for the care of pre-school age children.
- 37.3 Child Rearing Leave need not be taken in one continuous period but may be taken in multiples of one term or a different period of time by agreement with the employer.
- 37.4 Employees must provide written notice of the period of leave, at least 10 Term Weeks prior to the proposed start of Child Rearing Leave. Employees are not in breach of this requirement if in compelling circumstances they are required to become the primary care-giver of a child.

- 37.5 To assist with the continuity of education, employees accessing unpaid Child Rearing Leave may be required to return to work at the start of a School Term or School Service Date for Term 1. If the employee is not accessing further leave (e.g., Unpaid Caring Leave) the 12 month allocation of unpaid Child Rearing Leave may be varied if required, by agreement with the employer, to meet the employer preferred return date.

### **Clause 38: Unpaid Caring Leave**

- 38.1 In addition to Parental Leave, Extended Parental Leave and Child Rearing Leave, an employee is entitled to take Unpaid Caring Leave for the purpose of providing care or support to an Immediate Family or Household Member up to a maximum of 12 months.
- 38.2 This Unpaid Caring Leave need not (but may be) related to child rearing but must be related to providing care or support to an Immediate Family or Household Member.
- 38.3 Unpaid Caring Leave is different from and separate to Personal/Carer's Leave as detailed in the NES. Unpaid Caring Leave need not be taken in one continuous period but may be taken in multiples of one term or a different period of time by agreement with the employer. It is available for longer term caring responsibilities which need not relate to illness, injury or an unexpected emergency affecting the Immediate Family or Household Member.
- 38.4 Employees must provide written notice of the period of leave, at least 10 term weeks prior to the proposed start of Unpaid Caring Leave. Employees are not in breach of this requirement if in compelling circumstances they are required to become the Primary Carer of a child or required to provide other types of care or support at short notice. In these cases, as much notice as possible should be provided.
- 38.5 Where requested by the employer, the employee must provide evidence which would satisfy a reasonable person (which may include a Statutory Declaration) that the leave is taken for the legitimate caring purposes as detailed in this sub-clause.
- 38.6 To assist with the continuity of education, employees accessing Unpaid Caring Leave may be required to return to work at the start of the school term (School Service Date for Term 1). The 12 month period of Unpaid Caring Leave may be varied if required, by agreement with the employer, to meet the employer preferred return date.

### **Clause 39: Part-Time Work During Parental Leave, Extended Parental Leave, Child Rearing Leave, Unpaid Caring Leave**

- 39.1 An employee may, providing the details are agreed with the employer, work (at their own school or another Catholic school to which this Agreement applies) at a lower fraction of time than their permanent fraction of time for any part of the period of unpaid Parental Leave, Extended Parental Leave, Child Rearing Leave or Unpaid Caring Leave without prejudice to the employee's permanent fraction of time and position.
- 39.2 If an employee returns to work during paid Parental Leave, this will conclude the paid Parental Leave from the time that they have returned to work. They will not be paid twice. In the case where the Parental Leave was paid upfront, to remediate any overpayment, the payment of paid Parental Leave payments will be deemed to be payment for the work undertaken until the paid Parental Leave payment expires. If the employee returns to work at a higher FTE or salary, they will be paid the difference.
- 39.3 Any Parental Leave, Extended Parental Leave, Child Rearing Leave and Unpaid Caring Leave will not be extended where the employee works at a lower fraction of time than their permanent fraction of time during these leave periods. For example, where the employee works for less than their permanent fraction of time and takes leave for the remainder of their permanent fraction of time, the time continues to run and the leave is used up.

- 39.4 An employee who wishes to undertake casual work (such as Temporary Relief Teaching (TRT)) during their unpaid Parental Leave, Extended Parental Leave, Child Rearing Leave or Unpaid Caring Leave may do so in their own school or other Catholic schools providing that:
- a) they are available for casual work at the substantive school,
  - b) they seek authorisation from their substantive school to work casually at another school,
  - c) they provide evidence, as required, of time worked whilst on leave and
  - d) the work is 75% or less than their substantive FTE.
- 39.5 Teachers working in a country school may request that they undertake casual/TRT work in other non-Catholic schools provided that they comply with sub clause 39.4 and there is no other Catholic School within a 70km radius. Country is defined as > 70km from the Adelaide GPO by road.
- 39.6 An employee cannot concurrently hold more than one permanent position while on Parental Leave, Extended Parental Leave, Child Rearing Leave or Unpaid Caring Leave (unless the second permanent position is for a fraction of time which is less than or equal to the difference between their permanent fraction of time at their substantive school and a full-time position and does not affect the employee's position at their substantive school).

#### **Clause 40: Invitation to Employees on Extended Leave to Attend Professional Development/Training sessions**

- 40.1 The employer will invite employees who are on Parental Leave, Extended Parental Leave, Child Rearing Leave or Unpaid Caring Leave to attend professional development/training sessions. These sessions are voluntary for employees on extended leave and therefore employees will not be paid if they attend. However, the employer will pay for the cost of the professional development/training.
- 40.2 For the purposes of ensuring quality education outcomes and assisting employees who have been absent on long term leave to remain current in their profession, employees who have accessed Child Rearing and Unpaid Caring Leave (that are additional to the NES provided Parental Leave), and have been on leave from their school for 2 consecutive years or more, may be required, at the request of their school, to attend professional development/training sessions (up to 3 days per annum). The employee will be provided with at least 12 weeks notice of this requirement and will be paid for the professional development.
- 40.3 The teacher need not be paid for the preparation/professional development days at the commencement of the school year if they did not attend those days and were paid in the year prior.

#### **Clause 41: Return to Work Guarantee**

- 41.1 On returning to work after finishing Parental Leave, Extended Parental Leave, Child Rearing Leave or Unpaid Caring Leave, an employee is entitled to return to the position the employee held immediately before starting leave. However:
- a) if the employee was temporarily acting in or performing the duties of a fixed term position (which has since expired) immediately before starting any of the periods of leave above, the entitlement under this clause relates to the employee's permanent position; and
  - b) if the former position no longer exists, the employee is entitled to an available position for which the employee is qualified and suited nearest in status and remuneration to the former position.

#### **Clause 42: Breast Feeding Facilities**

Upon request by an employee, an employer will use their best endeavours to provide suitable breast feeding facilities at the school.

#### **Clause 43: Interaction with Other Paid or Unpaid Leave.**

- 43.1 An employee may, in conjunction with Parental Leave, take any other kind of paid leave to which he or she may be entitled while he or she is taking unpaid Parental Leave, Extended Parental Leave, Child Rearing Leave or Unpaid Caring Leave. If the employee does so, the taking of that other paid leave does not break the continuity of the period of Parental Leave, Extended Parental Leave, Child Rearing Leave or Unpaid Caring Leave.
- 43.2 An employee is not entitled to take paid Personal/Carer's Leave or Compassionate Leave while he or she is taking Parental Leave, Extended Parental Leave, Child Rearing Leave or Unpaid Caring Leave.
- 43.3 An employee is not entitled to any payment for Community Service Leave in relation to activities the employee engages in while taking Parental Leave, Extended Parental Leave, Child Rearing Leave or Unpaid Caring Leave.

## **PART 4: REMUNERATION AND GENERAL EMPLOYMENT MATTERS (ALL EMPLOYEES)**

### **Clause 44: Salary and Allowances**

- 44.1 All employees will receive cumulative percentage increases on salaries and allowances as outlined below and as detailed in the attached Appendices.
- 44.2 The increases are inclusive of, and may be absorbed into, any increases granted as a result of the Annual Wage Review process.
- 44.3 Salaries are inclusive of all allowances with the exception of the allowances detailed in the Schedules which are payable, where applicable, in addition to salary.
- 44.4 Teacher salary and allowances are as detailed in the attached Appendix A (Teacher Salaries and Allowances).
- 44.5 ESO salary and allowances are as detailed in the attached Appendix B (ESO Salaries and Allowances).
- 44.6 IEO salary and allowances are as detailed in the attached Appendix C (IEO Salaries and Allowances).

### **Clause 45: General Salary Increases**

- 45.1 This agreement provides the following salary increases to the base salary of teachers and ESOs:
  - a) An increase of 2.35% from 1st full pay period on or after 1 May 2020;
  - b) An increase of 2.35% from 1st full pay period on or after 1 May 2021;
  - c) An increase of 2.35% from 1st full pay period on or after 1 May 2022;
  - d) Thereafter for the 2023 and 2024 years, adjusted in accordance with sub-clause 45.3 below.

- 45.2 The salary increases and salary tables are set out in the relevant Appendices or their relevant section of the Agreement.

#### **45.3 Implementation of any Increase in Salary Due to South Australian Government School Salary Increases for 2023 and 2024**

In relation to the implementation of salary and allowance adjustments for 2023 and 2024:

- a) At the point of any increase in Band 1 salaries granted to teachers in South Australian government schools the parties will consider the consequent salary difference between a full-time Band 1 step 9 (or equivalent) teacher in the South Australian government school and a full-time Band 1 Proficient Teacher 5 in the South Australian Catholic school as detailed in Appendix A.
- b) If the differential is in favour of the government teacher, the salary for Catholic school Band 1 Proficient Teacher 5 will be increased to the level of the government school teacher.
- c) The same percentage of adjustment will be applied to all employees covered by the Agreement.
- d) The same percentage of adjustment will be applied to all relevant allowances (to which indexing applies).
- e) The increases will apply from the same date as the increases are operative in government schools.



- 45.4 The following allowances will receive the same increases as sub-clause 45.1 as follows and as set out in Appendices A and B:
- Teacher – Positions of Responsibility (POR) allowances;
  - Assistant Principal Religious Identity and Mission (APRIM) Allowances;
  - Overnight Camp Allowance;
  - Teacher Remote Allowance in accordance with sub-clauses 74.1 and 74.2;
  - Education Support Officer allowances will receive the increases as set out in Appendix B, Schedules 2 and 3.
- 45.5 Any variation to the general salary increase in sub-clause 45.1 is set out below in clauses 46 and 47.

#### **Clause 46: Variation to General Salary Increases - Teacher**

- 46.1 The Advanced Skills Teacher (AST) allowance is capped at the 2022 rate with no further increases. The AST allowance will cease on the School Service Date 2025.
- 46.2 Highly Accomplished and Lead Teacher allowances will receive a further increase in addition to the 2.35% paid in the first full pay period in May 2022, and as set out in Appendix A from the first full pay period commencing on or after the date of operation of the Agreement. Thereafter for 2023 and 2024 adjusted in accordance with sub-clause 45.3.
- 46.3 Teacher Vehicle Allowance (car) capped as set out in Appendix A Schedule 1. The Vehicle Allowance (motorcycle) capped as set out in Appendix A Schedule 1.
- 46.4 Teacher Curriculum Extension Activities allowance to be increased to \$28.50 per hour commencing from the first full pay period on or after the date of operation of the Agreement. This allowance is capped for the life of the Agreement.

#### **Clause 47: Variation to General Salary Increases - Education Support Officer**

- 47.1 ESO Vehicle Allowance (car) capped as set out in Appendix B, Schedule 2.
- 47.2 The Vehicle Allowance (motorcycle) capped as set out in Appendix B, Schedule 2.
- 47.3 The loading paid for casual and additional hours will increase from 20% to 25% over the life of this agreement as follows:
- a) from 20% to 22% from the first full pay period on or after the date of operation of the Agreement; and
  - b) from 22% to 23.5% from the first full pay period commencing on or after 1 May 2023; and
  - c) from 23.5% to 25 % from the first full pay period commencing on or after the 1 May 2024.

#### Clause 48: Other Schedules

- Trade Trainers and Trade Trainers Accountable Officers salaries are as detailed in the attached Appendix G.
- Education Support Officer – Trainee salaries are as detailed in the attached Appendix H, Schedule 1.
- Education Support Officer – Apprentice salary and allowances are as detailed in the attached Appendix I.
- Education Support Officer – Supported Employees' salary and allowances are as detailed in the attached Appendix J.
- Indigenous Education Officer salary are detailed in the attached Appendix C.

#### Clause 49: Payment of Salary

- 49.1 All monies payable will be paid either:
- a) once each fortnight; or
  - b) once every four weeks at the end of the first fortnight including payment for two weeks in arrears and two weeks in advance; or
  - c) once every month with the payment being made on or before the 28th day of the month;
  - d) as determined by the employer.
- 49.2 The weekly salary will be 6/313, the fortnightly salary 12/313 and the monthly salary 1/12 of the annual salary calculated to the nearest 10 cents.
- 49.3 An employer may elect to pay salaries and allowances by direct transfer. Where monies are paid by direct transfer, the employee has the right to nominate the financial institution and the account.
- 49.4 The employer will make deductions from salaries as are agreed between the employer and the employee.
- a) Any deduction or variation to a deduction must be authorised in writing by the employee and must be principally for the employee's benefit.
  - b) An authorisation must specify the amount of the deduction and
  - c) May be withdrawn in writing by the employee at any time.



## **Clause 50: Superannuation**

- 50.1 An employer is required to make statutory superannuation guarantee contributions on an employee's behalf to the employee's fund of choice or, if the employee does not nominate a fund, to the employee's stapled fund, in accordance with the Superannuation Guarantee Scheme and the Superannuation Guarantee (Administration) Act 1992.
- 50.2 If an employee does not nominate a fund and does not have a stapled fund, the employer will make superannuation contributions to NGS Super (or successor fund).
- 50.3 Subject to the governing rules of the relevant superannuation fund, an employee may, in writing, authorise their employer to pay on behalf of the employee a specified amount from post-taxation wages of the employee into the same superannuation fund as the employer makes the superannuation contributions provided for in sub-clause 50.1.
- 50.4 Contributions made in accordance with this clause will be made to the relevant fund on a monthly basis.

## **Clause 51: Method of Remuneration and Remuneration Packaging/Salary Sacrificing**

- 51.1 Total Remuneration means salary and any other salary packaged benefits payable directly or indirectly, whether in salary or in the form of other benefits, by the employer to the employee. For the purposes of this Agreement, total remuneration does not include superannuation benefits payable by the employer in satisfaction of the employer's superannuation guarantee obligations.
- 51.2 Where agreed between the employer and an employee, an employee may enter into remuneration packaging (salary sacrificing) in respect of the salary detailed in the Appendices and in accordance with Section 324 of the Act. The terms and conditions of the salary sacrificing must not, when viewed objectively, be less favourable than the entitlements otherwise available under this agreement.
- 51.3 The eligible superannuation fund for salary sacrifice will be the employee's stapled or nominated complying fund.
- 51.4 Where an employee enters into a salary sacrificing arrangement in relation to benefits which attract Fringe Benefits Tax (FBT), the employee is responsible for all costs, taxes and charges. The employee will also meet the costs for administration of their remuneration packaging arrangements. No administration cost applies where the salary sacrificing relates only to superannuation and/or FBT-exempt items.
- 51.5 There is no employer imposed limit on the quantum of remuneration that employees may salary sacrifice but legislative limits may apply and financial advice should be sought on the proposed arrangements. Salary sacrifice arrangements must comply with the administrative requirements of clause 13 (Individual Flexibility Arrangement) of this Agreement.
- 51.6 No arrangement entered into under this clause will operate to in any way disadvantage the employee upon termination of service with the employer.

## PART 5: TERMINATION AND SUSPENSION (ALL EMPLOYEES)

### Clause 52: Notice of Termination

- 52.1 An employer must not terminate an employee's employment unless the employer has given the employee written notice of the day of the termination (which cannot be before the day the notice is given).
- 52.2 An employer must not terminate the employee's employment unless:
- a) the time between giving the notice and the day of the termination is at least the period detailed in sub-clauses 53.8 and 53.10 below; or
  - b) the employer has paid to the employee payment in lieu of notice of at least the amount the employer would have been liable to pay to the employee at the full rate of pay for the hours the employee would have worked had the employment continued until the end of the minimum period of notice.
- 52.3 The period of notice detailed in sub-clauses 53.8 and 53.10 does not apply in the case of:
- a) conduct that at common law justifies instant dismissal including serious misconduct; or
  - b) replacement, temporary and casual employees (see provisions relating to these classifications); or
  - c) an employee to whom a training arrangement applies and whose employment is for a specified period of time or is, for any reason, limited to the duration of the training arrangement.
- 52.4 If the employer fails to give notice of termination as required, the employer must pay to the employee the ordinary rate of pay (including regular allowances) for a period being the difference between the notice given and that required to be given.
- 52.5 If an employer makes payment in lieu, for all or any of the period of notice, then the period for which the payment is made shall be treated as service for the purpose of calculating any service related entitlements of the employee and shall be deemed to be service with the employer for the purposes of Long Service Leave.

### Clause 53: Payment on Termination of Employment

- 53.1 The employer must pay an employee no later than 7 days after the day on which the employee's employment terminates. The 7 days may be altered by mutual agreement to meet the needs of the school and individual employee.
- a) The employee's wages under this Agreement for any complete or incomplete pay period up to the end of the working day of termination; and
  - b) All other amounts that are due to the employee under this Agreement and the NES.
- 53.2 An employee with less than 10 years of service and more than 7, who is terminated on the ground of serious and wilful misconduct is not entitled to payment for pro-rata Long Service Leave.
- 53.3 Redundancy pay with all leave (Annual, Long Service and Annual Leave Loading) entitlements must be paid in a lump sum on the last day of employment.
- 53.4 The requirement to pay wages and other amounts under sub-clause 53.3 is subject to further order of the FWC varying the requirement to pay redundancy pay in accordance with Section 120 FW Act and the employer making deductions authorised by the Act.

53.5 Where an employer has given notice of termination to an employee, the employee is entitled to reasonable paid leave of absence for the purpose of seeking other employment. The time off is to be taken at times that are convenient to the employee after consultation with the employer.

53.6 Where an employer terminates the employment of an employee, the employer must provide, at the employee's request, a written statement of service specifying at a minimum:

- a) the length of service;
- b) the number and range of duties performed;
- c) any promotion positions held;
- d) any special and/or additional duties performed.

53.7 At a casual employee's request, the employer must provide a statement which specifies the number of days undertaken by the employee during the period of employment of the employee.

#### 53.8 Teacher – Notice of Termination by the Employer

- a) In order to terminate the employment of a permanent teacher (including a teacher on probation), the employer must give the teacher 6 weeks notice in writing or payment in lieu. Refer to clause 53.9 b) below.
- b) However, in circumstances where a teacher is to be made redundant, the employer must give the teacher 12 weeks notice in writing or payment in lieu.
- c) This notice is not required in circumstances of summary dismissal outlined in sub clause 52.3 a).

#### 53.9 Teacher – Notice of Termination by the Employee

- a) In order to terminate employment a permanent teacher must give the employer at least 6 weeks notice in writing.
- b) The fourth school term concludes on the last day of term 4 as published by SACCS/the school and notice must be given (by the employer or employee) at least 6 weeks prior to that date to fulfil the notice provisions.
- c) This provision does not apply to replacement, temporary or casual teachers (see provisions relating to these classifications). The employer may, where reasonable cause exists, reduce or waive the required period of notice.
- d) Where a teacher does not give the appropriate notice, the employer may, with the prior agreement of that teacher, withhold payment of any salary and allowances outstanding to the credit of that teacher providing that:
  - i) a teacher who has worked less than 12 months, not more than 2 weeks wages from the teacher and for a teacher who has worked 12 months or more, not more than 4 weeks wages and providing that:
  - ii) the amount of money withheld does not exceed an amount of money which corresponds to the length of time by which the notice period was deficient; and
  - iii) the amount withheld is not unreasonable in all circumstances.
- e) For the purpose of this sub-clause only, when a teacher who has tendered their resignation, and has completed a full year's teaching, service continuity for the purpose of calculation of Long Service Leave entitlement, will be recognised as a full year (that is their accrual will be deemed to have been up to the School Service Date in the following year).

### 53.10 Education Support Officer – Notice of Termination by the Employer

- a) In order to terminate the employment of a permanent employee (including an employee on probation), the employer must give the employee the following notice in writing:

Period of continuous service	Period of notice
Not more than 3 years	at least 2 weeks
More than 3 years but not more than 5 years	at least 3 weeks
More than 5 years	at least 4 weeks

- b) In addition, the period is increased by 1 week if the employee is over 45 years of age and has completed at least 2 years of continuous service with the employer at the end of the notice period.
- c) Where notice of termination is given on account of the introduction or proposed introduction of technological change, the employer must give not less than 3 months notice of termination.
- d) Payment in lieu of notice must be made if the appropriate notice period is not given.
- e) This notice is not required in circumstances of summary dismissal as outlined in sub-clause 52.3a).

### 53.11 Education Support Officer – Notice of Termination by the Employee

- a) In order to terminate employment, an Education Support Officer must give the employer at least 2 weeks notice in writing.
- b) The employer may, where reasonable cause exists, reduce or waive the required period of notice.
- c) This period of notice does not apply to casual employees.
- d) Where an employee, who is at least 18 years of age, does not give the required 2 weeks notice, the employer may, with the prior agreement of that employee, deduct from wages due to the employee under this agreement an amount that is no more than 1 weeks wages from the employee providing that:
- the amount of money withheld does not exceed an amount of money which corresponds to the length of time by which the notice period was deficient; and
  - the employer has not agreed to the shorter period of notice actually given; and
  - the amount withheld is not unreasonable in all the circumstances.

## Clause 54: Redundancy

Where an employer has made a definite decision that the employer no longer wishes the job the employees have been doing, done by anyone, and that decision may lead to termination of employment or partial redundancy, the employer must follow the Change and Consultation clause 12.

### 54.1 Notice Requirements Redundancy

- a) Where an employer has given notice of termination to an employee and in circumstances where an employee is to be made redundant, the employer must, as soon as practicable, but prior to the termination of the employee's employment, give to the employee written notice detailing the following:
  - i) the date and time of the proposed termination of employment;
  - ii) details of the monetary entitlements of the employee upon the termination of employment including the manner and method by which those entitlements have been calculated;
  - iii) advice as to the entitlement of the employee to assistance from the employer, including time off without loss of pay to seek other employment, or to arrange training or retraining for future employment; and
  - iv) advice as to employee entitlements if the employee terminates their employment during the period of notice.
- b) An employee whose employment is terminated on account of redundancy may terminate his or her employment during the notice period by the giving of at least 1 weeks notice in writing. Where this occurs, the employee is entitled to be paid salary up to the date of termination plus the redundancy payment and leave entitlements which they would have received had they remained in employment until the expiry of the notice period.
- c) During the period of notice, and in circumstances where an employee is to be made redundant, the employer must attempt to provide for the continuing employment of the employee by consulting with the Catholic Education Office and granting reasonable paid leave of absence to the employee for the purpose of seeking alternative employment.

### 54.2 Redundancy Pay

- a) An employee is entitled to be paid redundancy pay by the employer if the employee's employment is terminated:
  - i) at the employer's initiative because the employer no longer requires the job done by the employee to be done by anyone; or
  - ii) because of insolvency or bankruptcy of the employer.

### 54.3 Teacher – Redundancy Pay

- a) A teacher is entitled to the following redundancy pay in respect of a period of continuous service with the employer:
  - i) 12 weeks salary plus 1 week salary for each year or part year of continuous service with the employer up to a maximum of 12 weeks (total maximum is 24 weeks redundancy pay).

*Note: section 121(1) of the Act in so far as it provides that employees with a period of continuous service of less than 12 months are not entitled to redundancy pay, does not apply to teachers.*

#### 54.4 Education Support Officer – Redundancy Pay

- a) The amount of redundancy pay equals the total amount payable to the Education Support Officer for the redundancy pay period worked out using the following table at the Education Support Officer's usual rate of pay for his or her ordinary hours of work:

<b>Employee's period of continuous service with the employer on termination</b>	<b>Redundancy pay period</b>
Less than 1 year	Nil
At least 1 year but less than 2 years	4 weeks
At least 2 years but less than 3 years	6 weeks
At least 3 years but less than 4 years	7 weeks
At least 4 years but less than 5 years	8 weeks
At least 5 years but less than 6 years	10 weeks
At least 6 years but less than 7 years	11 weeks
At least 7 years but less than 8 years	13 weeks
At least 8 years but less than 9 years	14 weeks
At least 9 years	16 weeks

- b) For an Education Support Officer with less than 1 year of continuous service, the employer is obliged to give the employee an indication of the impending redundancy at the first reasonable opportunity, and to take reasonable steps to facilitate the obtaining by the employee of suitable alternative employment.
- c) The employer must take all reasonable steps to provide opportunities for retraining and education of the ESO in new skills and techniques to maximise employment opportunities in the industry.

#### 54.5 Redundancy All Employees

- a) Where an employer has given notice of termination to an employee, the employee is entitled to reasonable paid leave of absence for the purpose of seeking other employment. The time off is to be taken at times that are convenient to the employee after consultation with the employer.
- b) In accordance with Section 122 of the Act, an employee who is made redundant by their employer (the first employer) and who obtains employment with another employer (the second employer) and whose leave entitlements with the first employer are transferred to the second employer will not be entitled to redundancy pay. However, if the ordinary weekly pay with the second employer is less than the ordinary weekly pay with the first employer, the employee is entitled to a payment from the first employer calculated as follows:
- the ordinary weekly pay at the first employer minus the ordinary weekly pay at the second employer and multiplied by the number of weeks redundancy pay that the employee would have been entitled to (sub-clause 54.3 teachers and sub-clause 54.4 ESOs) had the employee not accepted the role with the second employer, plus applicable notice or payment in lieu, (sub-clause 53.8 b) teachers and sub-clause 53.10 ESOs);
  - these payments are subject to the relevant rate of tax.

- c) An employee is not entitled to redundancy pay (in accordance with Section 122 of the Act and under this sub-clause in relation to the termination of his or her employment with an employer (the first employer) if:
  - i) the employee rejects an offer of employment made by another employer (the second employer) that is on terms and conditions substantially similar to, and, considered on an overall basis, no less favourable than, the employee's terms and conditions of employment with the first employer immediately before the termination; and
  - ii) recognises the employee's service with the first employer, for the purpose of this sub-clause; and
  - iii) had the employee accepted the offer, there would have been a transfer of employment in relation to the employee.
- d) Where an employee whose position has been made redundant accepts an offer of alternative employment by the employer and the ordinary weekly pay is less than the ordinary weekly pay for the former position, the employee is entitled to the same period of notice as detailed in sub-clause 53.8 b) for a teacher and sub-clause 53.10 for an ESO, for a redundancy or payment in lieu, equal to the difference between the former weekly pay and the new lower weekly pay for the number of weeks of notice still owing.
- e) Within one month of the transfer to the lower paid duties, the employee may decline to proceed with the new role and receive the balance of the notice period and the relevant redundancy pay (terminating their employment) in accordance with the relevant sub-clauses (53.8 b), 54.3 a) i)) teacher and sub-clauses (53.10 and 54.4 a)) ESO.
- f) If the employee remains in the lower paid duties beyond one month, the employee will receive a payment that is equal to the difference between the ordinary weekly pay of the old role and the new role multiplied by the by the number of weeks that would have been paid as redundancy but for the new role. This payment is subject to the relevant rate of tax.
- g) An employer, may make application to the Fair Work Commission to have the general severance pay prescription varied on the basis of the employer's incapacity to pay, in accordance with Section 120 of the Act. The parties agree that the Fair Work Commission has the power to vary the severance pay prescriptions and issue orders in such circumstances.

## Clause 55: Suspension

- 55.1 Notwithstanding any of the provisions in this Agreement, the employer may suspend an employee with pay where it holds serious concerns regarding potential risks to the health, safety, wellbeing and protection of students and employees, and where it reasonably believes suspension with pay may reduce or control such risks.
- 55.2 In addition to sub-clause 55.1, the employer may also suspend an employee with or without pay while considering any matter which, in the view of the employer, could lead to the employee's summary dismissal. Suspension without pay shall not be implemented by the employer without prior discussion with the employee.



- 55.3 Notwithstanding sub-clause 55.2, the employer may suspend an employee (teacher or Education Support Officer as applicable) without pay and without consent, should the employee be unable to perform their duties for one or more of the following reasons:
- a) the teacher's registration has been suspended or cancelled with the Teachers Registration Board of South Australia (TRB); or
  - b) the teacher has failed to maintain or renew their registration with the TRB; or
  - c) the employee has failed to maintain or renew their Working With Children Check (WWCC) or other employer mandated or statutory screening clearances; or
  - d) the employee's WWCC has been suspended, cancelled or withdrawn by a relevant authority.
- 55.4 An employee suspended in the circumstances set out in sub-clause 55.3 may access their accrued leave entitlements, provided they are eligible to do so in accordance with the Agreement.

#### **Clause 56: Incapacity to Undertake the Inherent Requirements of the Position**

- 56.1 If, in the opinion of the employer (and after discussion with the employee), an employee who by reason of physical or mental incapacity is not or would not be able to:
- a) perform adequately the work genuinely and reasonably required for the employment or position in question; or
  - b) perform the work without endangering him or herself or other persons; or
  - c) respond adequately to situations of emergency that should reasonably be anticipated in connection with the employment or position in question; and
  - d) where a medical practitioner confirms that:
    - i) it is unlikely, in the foreseeable future (12 months or more), that the employee will be able to return to work; or
    - ii) the incapacity is of permanent nature; then
- the employer may retire the employee from his or her employment on the provision of applicable notice in writing and subject to the Act s352 and Reg (3.01).
- 56.2 An employee who in the employer's opinion fulfils any of conditions a), b) or c) above must, upon the request of the employer, submit to an independent medical examination or examinations by a medical practitioner or practitioners chosen by the employer, provided that the employee may (where practical) choose the gender of the medical practitioner(s).
- 56.3 A copy of the questions put to the independent medical practitioner(s) by the employer will be provided to the employee prior to any appointment. The employer will provide relevant detail to the independent medical practitioner(s), describing the employee's role and requirements.
- 56.4 Failure to attend a required independent medical examination without reasonable cause will be deemed to be evidence of permanent incapacity.
- 56.5 The employer will pay the cost of any independent medical examination that it requires the employee to attend and the cost of any medical reports that it requires.
- 56.6 The employee will be provided with a copy of all medical reports obtained by the employer about the employee.



- 56.7 The employer may, but is not obliged to, seek the opinion of the employee's treating medical practitioners if the employee authorises the practitioners to provide information to the employer. The employer will consider medical reports provided by the employee, however the provision of such reports should not unreasonably delay employer processes.
- 56.8 An employee who meets the evidence requirements for Personal/Carer's Leave is entitled to use all accrued Personal/Carer's Leave before retirement under this clause.
- 56.9 This clause is not intended to apply to the exclusion of Section 18 of the *Return to Work Act 2014 (SA)*.

## PART 6: TEACHER CONDITIONS OF EMPLOYMENT

### Section 1 Conditions of Employment

The provisions of Part 6 are applicable to all teachers.

#### Clause 57: Terms of Engagement

- 57.1 A teacher will be employed as permanent full-time, permanent part-time, replacement, temporary or casual teacher and at the employer's election, a teacher may be subject to a probationary period as detailed in clause 58.
- 57.2 Appointments will be in accordance with the salary scale detailed in Appendix A having regard to the qualifications, experience, duties and responsibilities of the teacher.
- 57.3 The ordinary hours of a teacher may be averaged over a 12-month period (subject to sub-clause 57.4).
- 57.4 For a teacher (including a teacher appointed as a Director) who is employed in early childhood services operating for at least 48 weeks per year, the ordinary hours of work will be 37.5 hours per week, averaged over a period of 4 weeks.
- 57.5 A teacher must comply with a principal's reasonable directive to carry out the teaching duties as are within the limits of the teacher's skills, competence and training.
- 57.6 An employer may require a teacher to supply documentary evidence of the teacher's experience and qualifications or other evidence satisfactory to the employer as to the teacher's suitability to perform the duties the teacher would be required to undertake if appointed.
- 57.7 An employer may require a teacher to supply a certificate from an approved legally qualified medical practitioner that the teacher is of sound health and free from any physical or mental condition likely to impair the teacher's ability to perform the duties required. Where requested, the employer must pay for the cost of obtaining the medical certificate. The teacher will approve the gender of the medical practitioner but the employer will select the medical practitioner.
- 57.8 The School Year for a teacher in schools other than Category 3 (Comprehensive) schools (as detailed in sub-clause 83.5) shall comprise 4 terms and will not exceed 40 weeks (inclusive of public holidays for which attendance is not required) plus 5 additional days (6 days for holders of Positions of Responsibility) designated as Preparation/Professional Development days as detailed in clause 84.
- 57.9 The School Year for a teacher in a Category 3 (Comprehensive) school as detailed in sub-clause 83.5 will be 39.5 weeks (inclusive of public holidays for which attendance is not required) plus 5 additional days (6 days for holders of Positions of Responsibility) designated as Preparation/Professional Development days as detailed in clause 84.

#### Clause 58: Probation

- 58.1 All permanent appointments will be regarded as probationary for the first 2 school terms of their appointment. (Example: if a teacher is employed at the commencement of week 2 of term 2, the probationary period expires at the end of week 1 of term 4). The employer may, at its discretion, reduce or waive the probationary period. If the teacher's employment is continued after the probationary period the employment will be deemed to be permanent.
- 58.2 During the probationary period, the teacher will receive induction and other professional assistance as is deemed necessary by the employer.
- 58.3 During the probationary period a teacher who is deemed by the employer to be unsatisfactory is to be advised accordingly in writing and counselled.

- 58.4 During the probationary period a teacher who is not to be confirmed as permanent is to be given 6 weeks notice of termination (or payment in lieu) in accordance with sub-clause 53.8.
- 58.5 Nothing in this clause varies or abolishes the 6 month minimum employment period detailed in the Act which applies to all new appointments.
- 58.6 This clause does not apply to casual, temporary or replacement appointments.

#### **Clause 59: Part-Time Teacher**

- 59.1 A part-time teacher is one who is engaged to work regularly but for less than a full working week and/or less than the total Student Contact Time worked by a full-time teacher at the school during a full school week.
- 59.2 A part-time teacher includes those engaged in a job-sharing arrangement in which two employees share one position on a regular and ongoing basis. Part-time and job-share employment may be available by negotiation with the principal. It is recognised by the parties that part-time or job-share arrangements are not always practical or possible and the needs of the individual school must be taken into account.
- 59.3 Following a request for part-time work the principal must consult with the teacher and provide a written response within 21 days stating whether the employer grants or refuses the request. The employer may only refuse the request on reasonable business grounds and if the request is refused written reasons must be provided to the teacher.
- 59.4 Where the employer and the teacher agree to a temporary increase in the teacher's hours of work, the extra proportion of teaching time will be subject to the provisions below:
- 59.5 A part-time teacher who does extra teaching work (greater than their contracted hours):
- a) on a day they normally work; or
  - b) on a day they do not normally work but the majority of the teaching work is with their regular class or classes; or
  - c) where it is agreed that the extra teaching work will occur on a regular basis for a specified fixed term period and in absence of an agreed variation to FTE:
- will be paid for the extra teaching work an Additional Hours Loading of 25% at the teacher's appropriate incremental step in the salary scale and calculated as set out in sub-clause 59.9.
- 59.6 Where a part-time teacher does extra teaching work on a day they normally work, the minimum 3 hour engagement does not apply.
- 59.7 Where a part-time teacher does extra teaching work on a day they do not normally work, the minimum engagement is for 3 hours.

#### **59.8 Additional Hours Loading**

- a) Additional work that is an agreed, regular and temporary increase in a teacher's normal hours of work for a specified fixed period is limited to a 12 month period.
- b) Where a part-time teacher does extra teaching work on a day they do not normally work and the majority of the teaching work is not with the teacher's regular class or classes, the Additional Hours Loading of 25% will be applied to the Band 1 Step 3 or GT1 salary. Minimum hours and other conditions will be in accordance with the provisions below:

- i) A teacher engaged for additional work for a period of less than 5 consecutive school days will be remunerated at a daily rate calculated as follows:  
Daily rate = Band 1, step 3 or GT1 Annual salary X 6 / 313 X 1 / 5 X 125 / 100
  - ii) A teacher engaged for additional work for less than one school day will be paid the above hourly rate calculated by dividing the daily rate by 5.5. A minimum payment of 3 hours will apply.
- 59.9 A teacher engaged for additional work for 5 or more consecutive school days (which need not be whole days) in any one engagement will be remunerated for the additional hours as per sub-clause 59.8 b) i) above, but the annual salary used as a basis for the calculation will be the employee's incremental step.
- 59.10 A part-time teacher who is reasonably required to attend compulsory professional development on a day or part day that they are not normally working must be paid at their appropriate incremental step, plus the Additional Hours Loading or be granted time off in lieu (TOIL) at a mutually agreed time as the teacher elects. Where a teacher elects to be paid, the minimum 3 hour payment will be disregarded.
- 59.11 For a part-time teacher, the maximum hours for payment for the day, taking into account any hours normally worked on that day plus the time for attending professional development, shall not exceed the hours paid to a full-time teacher. The additional hours will not count as service for determining leave entitlements.
- 59.12 Sub-clauses 59.10 and 59.11 will not apply if the total number of days and hours required to work in a week does not exceed the number normally worked in a week. However, an employer cannot require a teacher to work a day in lieu of a public holiday.
- 59.13 At least 4 weeks notice must be provided to the teacher if sub-clause 59.14 is invoked by the employer.
- 59.14 A part-time teacher may be requested to change the usual calendar day of teaching to another day on an occasional basis in cases of genuine timetabling changes. A request by the employer will not be unreasonably denied.
- 59.15 Unless the teacher consents, a request to change a teaching day to another day cannot occur more than twice per term.
- 59.16 The teacher will not receive any additional payment for changing a day.
- 59.17 If the request to change a teaching day results from a public holiday, the teacher must be paid for all days worked in the week in addition to the public holiday. The extra day must be paid at the teacher's appropriate incremental step plus the Additional Hours Loading and will not count in the calculation of leave entitlements.
- 59.18 At least 4 weeks notice must be provided to the teacher if sub-clause 59.14 is invoked.
- 59.19 A part-time teacher can reasonably be expected to participate in all school-related activities on those days or part days on which the teacher normally works at the school and such other times as are negotiated with the employer, subject to the sub-clause below.
- 59.20 A part-time teacher can be required to attend parent-teacher interviews on the days required by the school, irrespective of the days normally worked. Teachers will be provided advance notice (minimum of 10 weeks) of the dates and approximate times that the teacher is required to attend parent-teacher interviews. This requirement is limited to two occasions per annum. Principals will give reasonable consideration to individual extenuating circumstances.
- 59.21 A part-time teacher's participation in Curriculum Extension Activities and Other Professional Activities and duties is on a pro-rata basis.
- 59.22 A part-time teacher cannot be scheduled relief lessons in non-scheduled work time.

- 59.23 Each appointment of a part-time teacher will be expressed as a decimal fraction being the ratio of the number of student contact hours allocated to the part-time teacher to the number normally allocated to a full-time teacher at the school. The decimal fraction shall be rounded to 2 decimal places for calculation of salary and pro-rata leave entitlements.
- 59.24 Additional provisions relating to a part-time teacher are detailed in Section 2 Teacher Workload.

#### Clause 60: Replacement Teachers

- 60.1 A replacement teacher is one who is hired for a period mutually agreed between the employer and the teacher.
- 60.2 A replacement teacher may be hired to replace a teacher absent on approved leave of any kind. However, the replacement teacher does not have to fill the position vacated by the teacher on leave.
- 60.3 Before an employer hires a replacement teacher the employer must inform the teacher in writing of the temporary nature of the employment and the rights of the teacher who is being replaced.
- 60.4 Either party may terminate the contract of hiring by providing a minimum of 2 weeks notice in writing or as required by the NES.
- 60.5 If the required notice of termination is not provided by the employer as detailed above the employer must make payment (subject to summary dismissal sub-clause 52.3.a) in lieu of notice.
- 60.6 Where a teacher does not give the required notice, the employer may, with the prior agreement of that teacher, deduct from wages due to the teacher under this Agreement an amount that is no more than 2 weeks wages for the teacher providing that:
- a) the amount of money withheld does not exceed an amount of money which corresponds to the length of time by which the notice period was deficient; and
  - b) the employer has not agreed to the shorter period of notice actually given; and
  - c) the amount withheld is not unreasonable in the circumstances.
- 60.7 A teacher hired on a replacement basis for less than a full school term may, at the election of the school, be:
- a) paid at their appropriate incremental step with pro-rata entitlements to leave and leave loading; or
  - b) employed as a casual in accordance with clause 62 and be paid as a casual (at the casual rate of their appropriate incremental step).
- 60.8 A replacement teacher hired for a full term or more must be paid at their appropriate incremental step with pro-rata entitlements to leave and leave loading.

#### Clause 61: Temporary Teachers

- 61.1 A teacher may be hired on a temporary basis for a period of greater than 12 months and not exceeding 2 years to:
- a) fill a position established on a trial basis; e.g., consequent upon experimental curriculum change; or
  - b) fill a position sustained by specific purpose qualified funding provided by the Government.

- 61.2 Where a teacher is hired on a temporary basis in accordance with sub-clause 61.1 either party may terminate the contract of hiring by providing 4 weeks notice in writing. The employer will provide an additional 1 week notice for employees over 45 years of age and who have completed at least 2 years of continuous service.
- 61.3 A teacher may be hired on a temporary basis for a period not exceeding 12 months to:
- a) fill an unforeseen vacancy pending filling the position on a permanent basis; or
  - b) provide additional teaching staff for temporary increases in enrolments at the school which occur after the commencement of the School Year.
- 61.4 Where a teacher is hired on a temporary basis in accordance with sub-clause 61.3 either party may terminate the contract of hiring by providing 2 weeks notice in writing. The employer will provide an additional 1 week notice for employees over 45 years of age and who have completed at least 2 years of continuous service.
- 61.5 If the required notice of termination is not provided as detailed above, the employer must make payment (subject to summary dismissal sub-clause 52.3 a) in lieu of notice.
- 61.6 Where a teacher does not give the required notice, the employer may, with the prior agreement of that teacher, deduct from wages due to the teacher under this Agreement an amount that is no more than 2 weeks wages for the teacher providing that:
- a) the amount of money withheld does not exceed an amount of money which corresponds to the length of time by which the notice period was deficient; and
  - b) the employer has not agreed to the shorter period of notice actually given; and
  - c) the amount withheld is not unreasonable in the circumstances.
- 61.7 A teacher hired on a temporary basis for less than a full school term may at the election of the school be employed:
- a) at their appropriate incremental step (and paid) with pro-rata entitlements to leave and leave loading; or
  - b) as a casual in accordance with clause 62 and paid at the casual rate of their appropriate incremental step.
- 61.8 A temporary teacher hired for a full term or more must be paid at their appropriate incremental step with pro-rata entitlements to leave and leave loading.
- 61.9 Where a teacher is hired on a temporary basis the letter of appointment will state that the appointment is a temporary one, the duration of the temporary appointment and the reason for the temporary nature of the position.

## **Clause 62: Casual Teacher (Temporary Relief Teacher)**

- 62.1 A teacher is a casual teacher if:
- a) an offer of employment made by the employer to the person is made on the basis that the employer makes no firm advance commitment to continuing and indefinite work according to an agreed pattern of work for the person; and
  - b) the person accepts the offer on that basis; and
  - c) the person is an employee as a result of that acceptance.
- 62.2 A casual teacher cannot be re-appointed to the same position or in the same capacity for longer than one continuous school term.

- 62.3 A casual teacher may be employed for less than a full day but not for less than 3 consecutive hours.
- 62.4 A casual teacher engaged for a period of less than 5 consecutive school days will be remunerated at a daily rate calculated as follows:  
 Daily rate = Band 1, step 3 or GT1 Annual salary X 6 / 313 X 1 / 5 X 125 / 100
- 62.5 A casual teacher engaged for less than one school day will be paid an hourly rate calculated by dividing the above daily rate by 5.5. A minimum payment of 3 hours will apply.
- 62.6 A casual teacher who works for 5 or more consecutive school days (which need not be whole days) in any one engagement, will be remunerated on a daily basis as in sub-clause above, but the annual salary used as a basis for the calculation will be the employee's correct incremental step in accordance with qualifications and years of teaching experience as detailed in sub-clause 67.5.
- 62.7 A casual teacher will be paid at the ordinary hourly rate of the annual salary applicable to the classification as set out in Appendix A and in accordance with clause 62.4 plus a 25% loading, which is to compensate them for not having entitlements to paid: Annual Leave, Annual Leave Loading, Personal/Carers leave, Compassionate Leave, payment for absence on public holidays, payment in lieu of notice on termination, redundancy pay, any other paid leave as set out in this agreement or benefit of ongoing employment (unless required by legislation) other than Long Service Leave.
- 62.8 The maximum daily work load for a casual teacher shall be all time-tabled lessons and a maximum of two yard duties, ensuring the provisions of clause 63 (Meal Breaks) apply. A casual teacher's attendance at meetings outside of timetable time, Curriculum Extension Activities and before or after school professional development sessions is not compulsory.

#### 62.9 Casual Conversion for Teachers

Offers and requests for conversion from casual employment to full-time or part-time employment are provided for in the NES.

### Clause 63: Meal Break

- 63.1 A teacher is entitled, each day, to a meal break between the hours of 11am and 2.30pm.
- 63.2 The meal break will be for not less than 30 minutes, except where a teacher is rostered for supervision duties (on a particular day) during the students' lunch period, in which case the duration of the meal break will be not less than 20 minutes.
- 63.3 It is not expected that the student recess break will be used as the 20 minute meal break where a teacher is rostered for supervision duties during the students' lunch period. Where it is not possible to make alternative arrangements, the school must advise the teacher of the ameliorative measures which will be implemented.
- 63.4 The meal break will be continuous and free of disruption scheduled by the employer.
- 63.5 The above provisions will not apply:
- a) to a teacher who is absent from the school at the relevant time due to activities such as excursions or school camps; or
  - b) on days when students remain indoors because of inclement weather.
- 63.6 This clause will not operate so as to prevent a teacher undertaking activities with students on a voluntary basis or electing, at their own initiative, to undertake Curriculum Extension Activities providing that this does not interfere with the students' right to a meal break of reasonable duration.



## Clause 64: Unsatisfactory Performance and Dismissal

- 64.1 In the case of a permanent teacher who has met the 6 month minimum employment period and the teacher is negligent, inefficient, incompetent or unsatisfactory in the discharge of his or her duties, then the employer must inform the teacher of the particulars in writing identifying the required improvement and provide time and assistance as reasonable to rectify the deficiency.
- 64.2 If the teacher does not improve performance as required, and remains inefficient, incompetent or unsatisfactory in the discharge of their duties, the employer may provide notice of termination of employment.
- 64.3 For the avoidance of doubt this clause is not applicable to casual, temporary or replacement appointments.
- 64.4 Notice of termination will be in writing giving 6 weeks notice (or payment in lieu) and will state the reasons for the termination and details of the counselling provided.
- 64.5 **Dismissal in other circumstances**
- Where a teacher is dismissed in other circumstances, notice of termination will be in writing giving 6 weeks notice (or payment in lieu).

## Clause 65: Employment Outside the School

- 65.1 A teacher must not undertake any other paid employment which, in the opinion of the employer, would interfere with the efficient discharge of the teacher's duties in the school, or in any way prejudice the interests of the school.
- 65.2 A teacher must inform the employer of any intended paid employment undertaken outside of the school.

## Clause 66: Teacher Classification Structure

### 66.1 Definitions

- a) A 4 year qualification means a Bachelor of Education Degree or other Degree which, together with a post Graduate Diploma, is recognised as equivalent by the Teachers Registration Board of South Australia.
- b) A 5 year qualification\* means a 4 year Degree together with a post Graduate Diploma; or an Honours Degree which, together with a post Graduate Diploma, is recognised as equivalent by the Teachers Registration Board of South Australia.

*\*Program duration in equivalent full-time student load (EFTSL) as designated by the Teachers Registration Board of South Australia (TRB) which accredits initial teacher education programs at the under-graduate and post-graduate level, offered by Higher Education Institutions based in South Australia.*

### 66.2 Band 1 Teacher

- a) A Band 1 teacher is one whose salary is determined by the Band 1 incremental scale as detailed in Appendix A and includes an Advanced Skill Teacher, Highly Accomplished Teacher and Lead Teacher.
- b) Band 1 teachers will be professionally responsible, either as a class teacher or subject teacher, for the application of pedagogic and curriculum knowledge and skills for the educational benefit and pastoral care of students in their charge.
- c) The commencing salary of a Band 1 teacher without experience but who upon appointment holds a 4 year qualification will be not less than the salary prescribed at incremental Step 3 or Graduate Teacher 1 (GT1) of the salary scale for Band 1 teachers detailed in Appendix A.

- d) The commencing salary of a Band 1 teacher without experience but who upon appointment holds a 5 year qualification will be not less than the salary prescribed at incremental Step 4 or Graduate Teacher 2 (GT2) of the salary scale for Band 1 teachers detailed in Appendix A.
- e) Subject to sub-clause 67.1b) the commencing salary of a Band 1 teacher with experience will be at an incremental step which recognises at least all prior teaching experience calculated in full time equivalent years and satisfactory evidence of which is provided to the employer.

#### **Clause 67: Incremental Advance in Salary**

- 67.1 A teacher will be entitled following appointment at a particular incremental step in the salary scale in Appendix A to progress to the next higher incremental step of the scale after the equivalent of 12 calendar months of full-time service, subject to the following:
- a) A teacher first appointed to a Catholic school after 1 January 2023 must be awarded full registration by the Teachers Registration Board of South Australia to progress from Graduate Teacher 3 to Proficient Teacher 1. For clarity, a teacher first engaged in a Catholic school as a casual, temporary, replacement or permanent teacher prior to this date is exempt from this requirement.
  - b) A teacher first appointed to a Catholic school after 1 January 2023 and who has a minimum of 3 years of service (as defined at sub-clause 67.1) but has not yet been granted full registration by the Teachers Registration Board of South Australia may be appointed at their appropriate Band 1 incremental step, and progress on the incremental scale, conditional upon them seeking and being granted full registration within 200 full time equivalent teaching days of appointment. If a teacher so appointed fails to be granted full registration, they shall revert to the classification of Graduate Teacher 3.
- 67.2 Subject to sub-clause 67.1 part-time and casual Band 1 teachers will be entitled to progress to the next higher incremental step of the scale after 12 months equivalent full-time teaching experience (200 school days) wherever gained.
- 67.3 A teacher who, subsequent to appointment, gains a 5 year qualification will be entitled to progress one additional incremental step in the salary scale, paid from the first pay period following the completion of the requirements for the qualification.
- 67.4 Academic qualifications will be deemed to be completed if the teacher obtains from the tertiary institution a statement to that effect.

## 67.5 Band 1 Teacher Classification Structure and Incremental Scale

The revised Band 1 teacher classification structure replaces the previous 10 step incremental scale from the date of operation of this Agreement. The revised structure relates to both the Australian Professional Standards for Teachers career progression stages and the Teachers Registration Board SA (TRB) registration requirements.

Previous scale	Revised scale	Notes
Step 1	N/A	This classification step is no longer applicable
Step 2	N/A	This classification step is no longer applicable
Step 3	Graduate Teacher 1 (GT1)	Graduate teachers with not less than a 4 year undergraduate qualification and full or provisional registration from the TRB commence on this step and then progress incrementally to GT2 and GT3
Step 4	Graduate Teacher 2 (GT2)	Graduate teachers with not less than a 5 year undergraduate and post-graduate qualification and full or provisional registration from the TRB commence on this step and then progress incrementally to GT3
Step 5	Graduate Teacher 3 (GT3)	Next incremental step. n.b. Graduate teachers remain on this step until granted full registration by the TRB
Step 6	Proficient Teacher 1 (PT1)	To progress to this classification, teachers must first be awarded full registration by the TRB
Step 7	Proficient Teacher 2 (PT2)	Next incremental step
Step 8	Proficient Teacher 3 (PT3)	Next incremental step
Step 9	Proficient Teacher 4 (PT4)	Next incremental step
Step 10	Proficient Teacher 5 (PT5)	Next incremental step
Advanced Skill Teacher (AST)	Advanced Skill Teacher (AST)	This classification will no longer exist post the School Service Date 2025
Highly Accomplished Teacher (HAT)	Highly Accomplished Teacher (HAT)	Teachers certified as such
Lead Teacher (LT)	Lead Teacher (LT)	Teachers certified as such

## 67.6 Advanced Skill Teacher

- Advanced Skill Teachers are teachers classified as such in recognition of exemplary teaching practice and significant contribution to the educational tone of the school.
- Advanced Skill Teachers are a sub-classification of Band 1 teachers, have an acknowledged profile in the school and have responsibilities normally expected of a Band 1 teacher.
- No new applications for Advanced Skill Teacher will be accepted.

- d) The differential between AST and Step 10 or PT5 is capped at the 2022 rate of \$2,338 per annum until the School Service Date 2025, after which time the AST classification ceases to apply. Where an Advanced Skill Teacher gains employment in another Catholic school in South Australia the teacher will retain the classification.
- e) For the duration of this Agreement, no review of the Advanced Skill Teacher will be undertaken for those teachers who hold the classification.

#### **67.7 Highly Accomplished and Lead Teacher**

- a) Highly Accomplished and Lead Teachers are teachers classified as such as a result of achieving certification. Certification of Highly Accomplished and Lead Teachers has three primary purposes:
  - i) to recognise and promote quality teaching;
  - ii) to provide an opportunity for teachers to reflect on their practice;
  - iii) to provide a reliable indication of quality teaching that can be used to identify, recognise and reward Highly Accomplished and Lead teachers;
- b) The teacher will continue to receive the relevant allowance as long as the teacher retains the Highly Accomplished Teacher or Lead Teacher certification.

#### **67.8 Interaction of Highly Accomplished Teacher and Lead Teacher Classifications**

- a) There is no requirement to hold the Highly Accomplished Teacher classification before applying for Lead Teacher classification.
- b) A teacher who holds the Highly Accomplished Teacher classification may subsequently apply for Lead Teacher classification.
- c) A teacher cannot concurrently hold the classification of Highly Accomplished Teacher and Lead Teacher.
- d) A teacher cannot be paid concurrent allowances for Highly Accomplished Teacher and Lead Teacher. If a teacher holding the Highly Accomplished Teacher classification is successful in their application for Lead Teacher classification, the allowance for Lead Teacher will commence from the first full pay period on or after the written notification of the date of successful assessment and the allowance for Highly Accomplished Teacher will be deemed to have ceased on the day prior to the relevant successful assessment date (and any overpayments applicable to the Highly Accomplished Teacher allowance will be absorbed into the Lead Teacher allowance to correct any concurrent payments).
- e) The onus is on the teacher whose assessment is successful to notify the principal of his or her school in writing of their successful assessment.

#### **67.9 Interaction with Other Allowances**

- a) Subject to sub-clause 68.14 Highly Accomplished Teacher and Lead Teacher allowances are payable in addition to any other allowances to which the teacher is entitled.
- b) The Allowance for Highly Accomplished and Lead Teacher are set out in Appendix A.

#### 67.10 Interaction with Advanced Skill Teacher Classification

- a) Where a teacher is successful in their application for Highly Accomplished Teacher classification or Lead Teacher classification, the allowance for the Highly Accomplished Teacher or Lead Teacher will commence from the first full pay period on or after the written notification of the date of successful assessment and the payment for Advanced Skill Teacher will be deemed to have ceased on the day prior to the relevant successful assessment date (and any overpayments applicable to the Advanced Skill Teacher will be absorbed into the Highly Accomplished or Lead Teacher allowance to correct any concurrent payments).
- b) The onus is on the teacher whose assessment is successful to notify the principal of his or her school in writing of their successful assessment.

#### Clause 68: Band 2 Leadership Positions (Positions of Responsibility)

- 68.1 It is acknowledged that access to, and experience in, leadership positions is important to the on-going development of teachers whilst also giving the school the benefit of a range of personal experiences ideas and interests thus enhancing student learning possibilities. To that end it is agreed that such positions should be filled on merit having regard to the school's needs and personal attributes.
- 68.2 It is agreed that employee consultation should occur prior to the creation or refilling of a leadership position to obtain feedback about the most appropriate areas to be focused upon and the best structure in which this might occur. To ensure confidence in the leadership concept employees should be kept informed about the process to be used in the filling of any Position of Responsibility (POR).
- 68.3 The Position of Responsibility allowance is paid in full regardless of the teacher's fraction of time unless the Position of Responsibility is shared, in which case the allowance is shared.

#### 68.4 Minimum Periods of Tenure

The minimum periods of tenure of Positions of Responsibility (POR) appointments will be as follows:

Level 1	1 year;
Level 2	2 years;
Level 3	4 years;
Level 4	4 years.

- 68.5 During the school term preceding the expiration of tenure a teacher may request an appraisal from the principal. The principal must provide details of the appraisal process. If an appraisal is requested then the teacher must be provided with a written summary of the findings.
- 68.6 A teacher whose classification in a Position of Responsibility expires and who is not re-appointed, or whose position is rescinded, will revert to their appropriate step on the Band 1 incremental scale.
- 68.7 A teacher may be appointed to a Position of Responsibility on a replacement basis in which case, a teacher may be appointed to a Position of Responsibility for the remainder of the tenure or until the incumbent returns, whichever occurs first.
- 68.8 If a teacher is negligent, inefficient, incompetent or unsatisfactory in the discharge of their duties associated with the Position of Responsibility then the school shall advise the teacher of the deficiencies in writing.

- 68.9 After a subsequent period of not less than 4 weeks counselling, support and assistance for holders of a Position of Responsibility 1 or 2; or 10 weeks counselling, support and assistance for holders of a Position of Responsibility 3 or 4, the school may terminate the teacher's tenure in that Position of Responsibility on the provision of 6 weeks notice.

#### 68.10 Positions of Responsibility Release Time

The minimum release time for the allocated levels of Position of Responsibility holders will be 30 minutes per Position of Responsibility point per week, averaged over the school's scheduled yearly timetable as follows:

POR 1	1 hour per week;
POR 2	3 hours per week;
POR 3	4.5 hours per week;
POR 4	6.5 hours per week.

- 68.11 Positions of Responsibility will be appointed at level 1, 2, 3 or 4 by the principal to carry out specific duties or responsibilities as determined between the teacher and the principal. A teacher appointed to a Position of Responsibility will have an agreed duty statement setting out:
- a) the classification level;
  - b) the local title of the position (if applicable);
  - c) the salary and allowance to be paid;
  - d) the duties to be carried out;
  - e) the length of tenure of the position; and
  - f) the amount of release time.

#### 68.12 Positions of Responsibility Points

- a) Each secondary school will appoint teachers to Positions of Responsibility in such numbers as to at least utilise prescribed leadership position points determined for that school. The leadership points will be calculated by multiplying the number of equivalent full-time teaching staff (of all classifications covered by this Agreement) to the school by 1.5.
- b) Each primary school will appoint teachers to Positions of Responsibility as above but the multiplier instead will be 1.0 in lieu of 1.5.
- c) For the purposes of this sub-clause a primary school will be deemed to be a school or a section of a school which offers courses of instruction up to year 6 and a secondary school will be a school or section of a school which offers courses of instruction for students beyond year 6.
- d) Where a school is separated into different sections each section will be considered as a separate school and leadership points will be appointed in each section of the school according to the prescribed leadership position points determined by the number of equivalent full-time teaching staff of all classifications covered by this Agreement employed in that section of the school.
- e) Prescribed leadership points will be utilised as follows:
  - i) For each Band 2, level 1 appointment 2 points;
  - ii) For each Band 2, level 2 appointment 6 points;
  - iii) For each Band 2, level 3 appointment 9 points;
  - iv) For each Band 2, level 4 appointment 13 points.

- f) Points will be expressed as integers only but where the prescribed leadership points are not divisible, then the total of prescribed leadership points will be increased by one to enable division.
- g) Prescribed leadership points will be calculated on the actual equivalent full-time teaching staff (of all classifications covered by this Agreement) of the school as at 1 February each year.

#### 68.13 Simultaneous Appointments

- a) A teacher may simultaneously be appointed to more than one Position of Responsibility at Position of Responsibility Level 1 and or Level 2 only.
- b) A teacher appointed to a Position of Responsibility at Band 2 levels 1 or 2 (POR 1 or POR 2) will be paid the POR allowance(s) as detailed in Appendix A in addition to their Band 1 salary (including Advanced Skill Teacher if the teacher is so classified).
- c) A teacher appointed to a Position of Responsibility at Band 2 levels 3 or 4 (POR 3 or POR 4) will be entitled to hold the classification of Advanced Skill Teacher but will not be eligible to receive the salary pertaining to Advanced Skill Teacher, recognising that leadership duties at these levels customarily have diminished classroom teaching duties.
- d) If a teacher is appointed to a Position of Responsibility and undertakes that role for more than one school, the teacher's Position of Responsibility allowance will not exceed the Position of Responsibility Allowance as specified in Appendix A (i.e. they will receive one allowance).

#### 68.14 Interaction with Highly Accomplished Teacher and Lead Teacher Classifications

- a) A teacher appointed to a Position of Responsibility who is certified as a Highly Accomplished Teacher or Lead Teacher will receive the allowance pertaining to the Position of Responsibility and will, in addition, be eligible to receive the allowance pertaining to the Highly Accomplished Teacher or Lead Teacher classification according to a sliding scale as follows:
  - POR 1 receive 100% of HAT or LT allowance;
  - POR 2 receive 75% of HAT or LT allowance;
  - POR 3 receive 50% of HAT or LT allowance;
  - POR 4 receive 25% of HAT or LT allowance.
- b) A teacher appointed as an Assistant Principal Religious Identity and Mission (APRIM) who is certified as a Highly Accomplished Teacher or Lead Teacher will receive the allowance pertaining to the APRIM role. Where a teacher also undertakes a classroom teaching load in addition to, or as part of, their APRIM role, they shall, in addition, be eligible to receive the allowance pertaining to the Highly Accomplished Teacher or Lead Teacher classification according to a sliding scale as follows:
  - greater than 0.6 FTE teaching load receive 60% of HAT or LT allowance;
  - from 0.41 up to and including 0.6 FTE teaching load receive 50% of HAT or LT allowance;
  - from 0.21 up to and including 0.4 FTE teaching load receive 30% of HAT or LT allowance;
  - up to and including 0.2 FTE teaching load receive 15% of HAT or LT allowance.



### Clause 69: Discretionary Allowance

A teacher required to undertake duties or responsibilities more onerous than normally required of the teacher's classification may be paid a commensurate allowance determined by negotiation between the teacher and the employer.

### Clause 70: Higher Duties

A teacher required by the employer to perform duties applicable to a higher classification for a continuous period exceeding 5 working days must be paid the rate prescribed for the higher classification for the entire period the work is undertaken.

### Clause 71: Teacher in Charge

- 71.1 This clause applies to a teacher (classified below the level of POR 3) who is, from time to time, left in charge of a school in circumstances where the principal (and deputy principal where applicable) is absent from the premises for one whole day or more.
- 71.2 This clause shall not operate to the exclusion of the Higher Duties clause of this Agreement.
- 71.3 A teacher who acts as the teacher in charge shall be paid an allowance (in addition to their permanent rate) for each whole day or more that they are assigned that responsibility.
- 71.4 The daily allowance shall equal:
- a) for a teacher who does not hold a POR the daily rate applicable to the POR Level 3 allowance plus a 25% loading; or
  - b) for a teacher who holds a POR Level 1 or Level 2 the difference between the teacher's current daily POR allowance and the daily rate applicable to the POR Level 3 allowance plus a 25% loading.

### Clause 72: Catholic Professional Formation (CPF) Allowances

*Note: Further information regarding the implementation of CPF Allowances is detailed in Appendix D.*

- 72.1 CPF Allowances, where payable, are fixed for the duration of this Agreement.
- Level 1, a lump sum of \$500 is payable annually to a teacher who is currently completing an approved tertiary Catholic Studies program.
  - Level 2, a lump sum payment of \$1,000 is payable for 12 months only to a teacher who have completed 4 units of an approved tertiary Catholic Studies program.
  - Level 3, a lump sum payment of \$1,250 is payable to a teacher on an ongoing basis who holds CPF 2 and who continues each year to complete 2 approved CESA modules in the previous calendar year.

### Clause 73: Teacher – Vehicle Allowance

- 73.1 A teacher required by the employer to use the teacher's motor vehicle in the performance of duties must be paid the vehicle allowance detailed below.
- 73.2 The vehicle allowance is not payable for participation in Curriculum Extension Activities or Other Professional Activities or Preparation/Professional Development activities unless the employer requires the employee to drive their own vehicle. Where a teacher is so required the vehicle allowance is payable only in relation to the kilometres travelled in excess of 140 kilometres per return journey.

- 73.3 The allowance is not payable for travel to and from the required work location at the start or end of the employee's working day.
- 73.4 The evidence of kilometres travelled and claimed must be recorded in writing in a form as required by the employer.
- 73.5 Nothing in this clause is intended to prevent the payment of the vehicle allowance where a teacher is required by the employer to use their own vehicle in other circumstances related to the performance of their duties. (e.g., where a vehicle is required at a school camp/excursion as a safety measure). To avoid doubt the 140 kilometre return journey threshold does not apply in these circumstances.
- 73.6 The Vehicle Allowance is payable as follows:
- a) The vehicle (car) allowance rate shall remain at 94 cents per km. until such time as it is equaled or surpassed by the private motor vehicle reimbursement rate published by the Australian Taxation Office. From that time the vehicle reimbursement rate will be the rate published by the Australian Taxation Office current at the time of the travel for which a claim is made.
  - b) The vehicle (motorcycle) allowance rate shall remain at 32 cents per km for the life of this Agreement.

## Clause 74: Country Incentives

### 74.1 Teacher – Remote Country School Allowance

- a) A teacher who is appointed to a remote country school will be paid a remote country school\* annual allowance.
- b) The allowance will be paid in full regardless of the teacher's fraction of time. The allowance is not payable during periods of unpaid leave.
- c) The allowance is taxable.
- d) The allowance will be indexed according to percentage increases granted to teacher allowances by this Agreement.

*\*Note: St Barbara's School, Roxby Downs is currently the sole designated "remote country school".*

- e) The allowance applies as follows:
  - i) A teacher who is appointed to a remote country school will be paid in the first year of appointment, an annual allowance as at the first full pay period on or after:
    - 1 May 2020 of \$5,128;
    - 1 May 2021 of \$5,249;
    - 1 May 2022 of \$5,372;
    - For 2023 and 2024 any increases in accordance with sub-clause 45.3.
  - ii) For each consecutive year up to and including the fifth year the teacher will be paid a further compounded annual allowance in addition to the first year allowance from the first full pay period on or after:
    - 1 May 2020 of \$2,565;
    - 1 May 2021 of \$2,625;
    - 1 May 2022 of \$2,687;
    - For 2023 and 2024 any increases in accordance with sub-clause 45.3.

- iii) Following the fifth year, the allowance is capped but continues to be indexed by percentage increases for the duration of the teacher's service in the remote country school.

#### 74.2 Calculation Matrix

	Oct 2019	Oct 2020	Oct 2021	Oct 2022	Oct 2023	Oct 2024
<b>Year 1</b>	\$5,010	\$5,128	\$5,249	\$5,372	TBD	TBD
<b>Year 2</b>	\$7,516	\$7,693	\$7,874	\$8,059	TBD	TBD
<b>Year 3</b>	\$10,022	\$10,258	\$10,499	\$10,746	TBD	TBD
<b>Year 4</b>	\$12,528	\$12,823	\$13,124	\$13,433	TBD	TBD
<b>Year 5</b>	\$15,034	\$15,388	\$15,749	\$16,120	TBD	TBD
<b>2 year – 5 year increment</b>	\$2,506	\$2,565	\$2,625	\$2,687	TBD	TBD

#### 74.3 Removal Expenses

- a) Removal expenses are reimbursable in accordance with this sub-clause only where an appointment relates to an appointment in a Catholic school in South Australia. In this sub-clause "service" means service in a Catholic school in South Australia.
- b) Employers will provide 100% reimbursement of removal expenses for all teaching appointments of 1 term or more to the country or inter-country whether the teacher comes from within South Australia or from interstate. Employers will provide 100% reimbursement of intrastate removal expenses for a teacher returning after undertaking a minimum of 12 continuous months of replacement, temporary or casual positions in the country.
- c) Employers will provide 100% reimbursement of intrastate removal expenses for a permanent teacher returning provided that the teacher has completed 4 continuous years of country service.
- d) Removal expenses will not be paid to a teacher where the teacher from a country school in South Australia takes leave to undertake a short-term (less than 12 months) replacement, temporary or casual position in a metropolitan school.
- e) Employers will provide partial reimbursement of removal expenses (in accordance with the table below) for a teacher returning to Adelaide from the country providing that they have completed at least 1 continuous term's teaching in the country.

*Note: "country" is defined as > 70 km from the Adelaide GPO by road.*

f) Removal Expenses Reimbursement

**PARTIAL REIMBURSEMENT – FORMULA  
DISTANCES**

Road kilometres from Adelaide	School
72	Murray Bridge
138	Clare
160	Wallaroo
207	Jamestown
212	Gladstone
215	Barmera
223	Loxton
230	Berri
230	Yorke town
231	Port Pirie
249	Peterborough
255	Renmark
320	Port Augusta
396	Penola
397	Whyalla
420	Millicent
450	Mount Gambier
564	Roxby Downs
673	Port Lincoln

**WEIGHTING - POINTS**

1. Length of Service

Total points available = 30

Less than 1 years service = Nil

1 but less than 2 years service = 10

2 but less than 3 years service = 20

3 or more years = 30

2. Distance Travelled

Total points available = 40

0-150 kilometres = 10

151-300 kilometres = 20

301-450 kilometres = 30

450 + = 40

3. Type of Transfer

Country to City = 10

Weighting Illustrations:

*Example A:*

Graduate Teacher after 6 months replacement in Penola returning to city

$$0 + 30 + 10 = 40$$

(Service) (Distance) (Type)

Employee receives 40% expense reimbursement.

*Example B:*

Permanent teacher with 2 years experience in Mount Gambier Catholic school, returning to city.

$$20 + 30 + 10 = 60$$

(Service) (Distance) (Type)

Employee receives 60% expense reimbursement.

- g) Where a teacher is appointed from overseas, removal expenses reimbursement will be payable at the discretion of the employer and where granted, on terms individually negotiated.

#### 74.4 Country Establishment Allowance

- a) A country establishment allowance for a teacher required to relocate and establish themselves in the country for the purpose of working in a country school will be payable in two lump sums, 50% as soon as possible after commencement and 50% on completion of the appointment or on completion of the first year of the appointment (whichever occurs first) to a teacher undertaking employment in a country school for the first time as follows:
- i) for appointments of at least 1 term duration: a gross amount equivalent to 1 week pay;
  - ii) for appointments of at least 2 term duration: a gross amount equivalent to 2 weeks pay;
  - iii) for appointments of at least 3 terms duration: a gross amount equivalent to 3 weeks pay;
  - iv) for appointments of at least 4 terms duration: a gross amount equivalent to 4 weeks pay.

#### 74.5 Induction and Formation for Early Career Teachers in Catholic Country Schools

- a) A teacher who is an Early Career Teacher and who is undertaking his or her first year of teaching service in a Catholic country school will be entitled to a reduction of 0.1 time (pro-rated for part-time teachers) of their Student Contact Time for a 12 month period.
- b) The reduction in Student Contact Time is to be used for a structured program of induction and formation as negotiated between the principal and the Early Career Teacher.
- c) To access the reduction in Student Contact Time for the full 12-month period, the Early Career Teacher must teach in a country school for the whole of the first year of teaching.
- d) Where the teacher teaches partly in the country and partly in the city during their first year of teaching, this sub-clause only applies to the portion of the first year where the teaching is undertaken in the country.
- e) Periods in the teacher's first year of teaching where the teacher is not teaching at all will not count towards the calculation of the first year of teaching.

## Section 2: Teacher Workload

### Clause 75: Teacher Workload

- 75.1 This Section details the workload requirements of all teachers, including teachers at the Technical Colleges, Special Schools and at the Special Assistance Schools except where the requirements are modified for teachers at the Technical Colleges by clause 85.
- 75.2 Definitions specific to this section are contained at the end of this section.
- 75.3 Details of annual and term requirements are provided in Part 3, Section 1 Annual Leave and Term Related Matters

### Clause 76: Timetabled Time

- 76.1 Timetabled Time shall be worked in one continuous period, commencing not earlier than the commencement time in place at the beginning of the School Year, exclusive of meal breaks. This time may be Varied by Agreement.
- 76.2 The minimum Timetabled Time shall be 26 hours per week. The amount of Timetabled Time may be Varied by Agreement.
- 76.3 The maximum Student Contact Time shall be 22.5 hours per week in secondary schools/campuses and 24 hours per week in primary schools/campuses.
- 76.4 Effective from the commencement of the School Year in 2023: Average Student Contact Time shall be 21.5 hours per week in secondary schools/campuses and 23 hours per week in primary schools/campuses, as indicated in the table below:

	<b>Maximum weekly student contact time</b>	<b>Minimum annual school directed non-contact time</b>	<b>Average weekly student contact time</b>
<b>Primary</b>	24 hours	40 hours	23 hours
<b>Secondary</b>	22.5 hours	40 hours	21.5 hours

- 76.5 Student Contact Time in schools agreed to be Special Schools shall be the average of the primary and secondary allocations.
- 76.6 Timetabled Time and Student Contact Time may be averaged over a period not exceeding one School Year providing that there shall be no more than a 10% increase in Student Contact Time at any time over the year for any teacher. In circumstances where there exists an increase of more than 5% at any time over the year, the school will, through consultation with the teacher(s) affected, take ameliorative steps to support the teacher(s) by reducing yard duty or relief commitments or another specific component of the quantified obligations of teachers. The averaging period may be Varied by Agreement provided that the period so agreed does not exceed one school year.
- 76.7 Part-time teachers shall, unless they specifically request to the contrary, work their hours over the minimum number of days per week that is feasible within the timetable and the needs of the curriculum.

- 76.8 Unless undertaking required regulated activities (e.g. OPA/CEA), a full-time teacher may be required to be on site 10 minutes prior to the commencement of Timetabled Time and to remain on site for 10 minutes after the conclusion of Timetabled Time and a part-time teacher may be required to be on site 10 minutes prior to the commencement of their scheduled work time (inclusive of contact time and non-contact time) and to remain on site for 10 minutes after the conclusion of their scheduled commitments work time. This time is considered a Professional Commitment and is not regulated.

### Clause 77: Non-Contact Time

- 77.1 Non-contact Time is not to be used to provide any part of the meal-break or morning recess break.
- 77.2 Specialist teachers, including teacher librarians and teacher counsellors, are entitled to the same amount of Non-contact Time as class-room teachers. Part-time teachers have pro-rata Non-contact Time entitlements.

### Clause 78: School Directed Non-contact Time

- 78.1 Effective from the commencement of the 2023 school year: there shall be a minimum of 40 hours of School Directed Non-contact Time (SDNCT) per annum. This time is to be taken during Timetabled Time so as to facilitate the required reduction in average Student Contact Time.
- 78.2 Any days or part days during Term Weeks (including those days between the last required days of student attendance and the last required day of staff attendance in any term) may be used for, but not limited to, preparation/professional development and counted as SDNCT.

### Clause 79: Relief Lessons

- 79.1 A teacher may be required to undertake Relief Lessons in Non-contact Time but subject to the following conditions:
- a) where the absence of a teacher is likely to be prolonged, other teachers will not normally be required to undertake the duties of the absent teacher.
  - b) the total amount of Relief Lessons shall not exceed:

Relief Caps Per Year	Up to and Including 2022	2023 School Year Onwards
Secondary Teachers	20 hours	16 hours
Primary Teachers	15 hours	10 hours
Special schools	17.5 hours	13 hours

- 79.2 A secondary teacher shall not be required to undertake more than 6 hours (in 2022) and 5 hours (from 2023 onwards) of Relief Lessons in any one school term. A primary teacher shall not be required to undertake more than 4.5 hours (in 2022) and 4 hours (from 2023 onwards) of Relief Lessons in any one school term.
- 79.3 The undertaking of Relief Lessons shall not count towards the totals expressed in sub-clause 79.1 b) where the relief is undertaken within the relieving teacher's normal amount of Student Contact Time.
- 79.4 The allocation of Relief Lessons to a part-time teacher shall be on a pro-rata basis and within their usual attendance time unless otherwise negotiated.



## Clause 80: Non-timetabled Time

- 80.1 A teacher may be required to undertake Other Professional Activities and Curriculum Extension Activities, in Non-timetabled Time. The Span of Hours during which Non-timetabled Time shall be worked is 8.00am to 5.00pm (unless Varied by Agreement in which case the total span shall remain the same) Monday to Friday inclusive.
- 80.2 The Span of Hours for the Technical Colleges and the Special Assistance Schools (Cardijn College Marcellin Campus, St. Patrick's Technical College, Compass Catholic Community, FAME and Edmund Rice Flexi School) shall be 8.00am to 9.00pm.
- 80.3 Non-timetabled Time includes recess breaks. A teacher may utilise the students' recess period as a refreshment break unless they are assigned to undertake Duties.

## Clause 81: Off-line Lessons

- 81.1 Where the employer wishes to offer Off-line Lessons the hours determined by sub-clause 76.1 may be varied to reflect either an earlier start or later finish time which shall be within the school's usual Span of Hours.
- 81.2 Where a teacher is required to teach an Off-line Lesson(s) and where the change in hours means that the teacher is required on site for teaching for a period greater than a regular school day (defined by regular Timetabled Time) it is expected that the school would ameliorate this by the teacher having a shorter working day during the same week or some other time offset as agreed between the principal and the teacher.
- 81.3 Where the change in hours means that the teacher first attends the school at or after the scheduled morning recess break, the teacher shall be given a break of equal duration, in addition to the meal break, during the afternoon.
- 81.4 Off-line Lessons shall be allocated to an individual teacher having regard to the following criteria:
  - a) appropriate volunteers should be sought;
  - b) where no volunteer is identified, the teacher allocated the task shall be given not less than 4 weeks notice;
  - c) the teacher's personal circumstances will be taken into account.
- 81.5 Where the teacher is likely to face difficulties arising from the requirement to undertake Off-line Lessons the school will give consideration to the adoption of ameliorative measures.
- 81.6 Nothing in this clause shall diminish a teacher's right to access the grievance and dispute processes available under the Agreement.

## Clause 82: Other Professional Activities (OPA)

- 82.1 The maximum time requirement by the employer for Other Professional Activities shall be 4.5 hours per week for 2022 and 4 hours per week for 2023 onwards averaged over the school year. The averaging period may be Varied by Agreement provided that such period does not exceed one School Year.
- 82.2 An employer may reduce Student Contact Time to correspondingly increase Other Professional Activities time in excess of the OPA cap.
- 82.3 The allocation described at 82.1 does not include Preparation/Professional Development as provided for in clause 84.
- 82.4 The allocation at sub-clause 82.1 is not intended to include all of the work of a Professional Commitment nature undertaken by teachers.

- 82.5 This clause does not prevent a teacher undertaking Other Professional Activities on a voluntary basis.

### Clause 83: Curriculum Extension Activities (CEA)

- 83.1 Curriculum Extension Activities (CEA) are required by the school and apply to each individual teacher. A teacher may be reasonably required to undertake CEA.
- 83.2 The requirement to perform Curriculum Extension Activities will be considered reasonable if arranged in accordance with clause 87.
- 83.3 An employer may reduce Student Contact Time to correspondingly increase Curriculum Extension Activities time in excess of the CEA caps.
- 83.4 This clause does not prevent a teacher undertaking Curriculum Extension Activities not required by the school on a voluntary basis.
- 83.5 The following schools are considered Category 3 (Comprehensive) Schools for the purpose of Curriculum Extension Activities requirements: Loreto College, St Mary's College, St Aloysius College, Mary MacKillop College, St Dominic's Priory College, Kildare College, Christian Brothers College, Rostrevor College, St Paul's College, Sacred Heart College, St Michael's College, Cabra Dominican College, Mercedes College, St Ignatius' College, Blackfriars Priory School.
- 83.6 In requiring Curriculum Extension Activities the school will have regard to the genuine personal circumstances of the teacher such as health issues and sole caring responsibilities. Where a teacher requests consideration of their personal circumstances regarding the performance of Curriculum Extension Activities the request must be considered and where appropriate, accommodations made.
- 83.7 Religious observances and spiritual activities such as beginning of the year Mass, graduation Mass, parish class Masses (pertaining to the teacher's class), sacramental masses and other religious observances/liturgical occasions held outside of Timetabled Time are excluded from the definition of Curriculum Extension Activities. They are considered Professional Commitments which are not regulated.
- 83.8 Curriculum Extension Activities excludes activities which form a compulsory (that is required to be undertaken by the student to achieve the SACE subject e.g., participation in a drama production) part of the curriculum assessment requirements for a particular SACE subject. Where there are significant out of hours obligations this will be taken into account in the Curriculum Extension Activities requirements of such teachers.
- 83.9 Curriculum Extension Activities excludes overseas trips and interstate trips for which teacher participation is voluntary.
- 83.10 Curriculum Extension Activities excludes participation in community events which are not student-related and in which a teacher's participation is voluntary (such as Cancer Relay for Life, City Bay Fun Run, camps run by Edmund Rice Camps). These arrangements are subject to agreement with the individual Teacher.
- 83.11 Each Curriculum Extension Activity that includes various components such as practice/rehearsal; travel; set up; pack up and other components in addition to the actual performance of the activity will have time allocations to be deemed and fixed by the school in consultation with employees.
- 83.12 Where a teacher holds a POR/specialist (e.g., music specialists, drama specialists etc) position, the role for which includes Curriculum Extension Activities and a time allocation for that purpose, no Curriculum Extension Activities payments will be payable for those activities.
- 83.13 Where a teacher is employed primarily to organise and undertake Curriculum Extension Activities, the role and payment will be subject to individual negotiation between the teacher and the school.

- 83.14 Time off in lieu (TOIL) arrangements must be by mutual agreement. Where mutual agreement cannot be reached, payment will apply.
- 83.15 Each weekday of a camp or retreat not including an overnight stay is counted as 8 hours. Each weekday of a camp or retreat which includes an overnight stay is counted as 16 hours.
- 83.16 Required attendance for a full day on a Saturday, Sunday or public holiday or a day in the school holidays is counted as 16 hours without an overnight stay and 32 hours where an overnight stay is involved (pro-rated for part day attendance on a half day or full day basis).
- 83.17 Payments for Curriculum Extension Activities will be paid in a lump sum either each term or in December each year or when a teacher leaves the school or commences unpaid leave for the remainder of the year if that is an earlier time.
- 83.18 The requirements for making an Individual Flexibility Agreement regarding Curriculum Extension Activities are detailed in clause 13 of this Agreement.

#### **Clause 84: Preparation/Professional Development Days**

- 84.1 The employer may require a teacher to undertake Preparation/Professional Development days up to a maximum of 5 days (6 days for holders of Positions of Responsibility) per year inclusive of the following:
- 84.2 Not more than 3 days (4 days for holders of Positions of Responsibility) prior to the first day of the school year for Catholic schools as published and approved by the South Australian Commission for Catholic Schools. However, nothing in this sub-clause precludes a school from requiring teachers to attend additional Preparation/Professional Development days on pupil free days.
- 84.3 Where the last day of student attendance in term 4 is prior to the 40 weeks as specified in sub-clause 57.8 or 39.5 weeks for Category 3 (Comprehensive) schools as specified in sub-clause 57.9, Preparation/Professional Development days shall only count towards the maximum of 5 days (6 days for holders of Positions of Responsibility) once the number of weeks has been reached.
- 84.4 Two days (15 hours) of a personal professional learning program (PPLP) negotiated with the principal (or delegate) incorporating the following requirements:
- a) the PPLP may include accredited study, seminars, courses, mentoring, agreed professional reading or on-line learning which is to include a written report or other undertakings as negotiated with the principal (or delegate);
  - b) a minimum of 7.5 hours are to be undertaken outside of Timetabled Time but are included as part of the maximum 5 Preparation/Professional Development days (6 days for holders of Positions of Responsibility).
- 84.5 The Preparation/Professional Development days as specified in sub-clauses 84.1 and 84.2 do not include additional induction days which the employer may require for the purposes of centrally organised orientation/induction for teachers new to the Catholic sector. These days cannot exceed 2 days per year and only apply in the first year of a teacher's appointment to a Catholic school.
- 84.6 The employer may require a teacher to undertake travel to participate in Other Professional Activities or Preparation/Professional Development. Time taken in travel to and from these activities where it exceeds travel that the teacher would normally undertake to attend the workplace in Timetabled Time shall be counted as time worked. Where travel occurs in Timetabled Time the time shall not be double counted.

### Clause 85: Teachers Employed in the Technical Colleges

- 85.1 The following conditions apply only to teachers employed in the Technical Colleges.
- 85.2 Section 2 Teacher Workload applies in its entirety unless a provision is excluded under this clause.
- 85.3 The conditions detailed in this clause prevail to the extent of any inconsistency with another clause in Section 2 Teacher Workload.
- 85.4 The School Year for teachers will not exceed 42 weeks inclusive of Preparation/Professional Development days.
- 85.5 There shall be a period of paid leave, at the end of each of Terms 1, 2 and 3, which shall not be of less than 10 consecutive weekdays in duration at the end of Term 2 and not less than 5 weekdays in duration at the end of Terms 1 and 3. This leave shall be inclusive of any public holidays that occur during the paid leave.
- 85.6 The Span of Hours will be 8am till 9pm. However, the teacher workload components continue to apply to each teacher.
- 85.7 Relief Lessons remain capped but the per term caps do not apply.
- 85.8 To cater for the unique requirements of the Technical Colleges, the Student Contact Time component (up to a maximum of 22.5 hours per week) may be combined with the Other Professional Activities component (up to a maximum of 4.5 hours per week) resulting in a total of up to 27 hours per week for up to 42 weeks per year being available as the regulated work time for teachers incorporating activities included in Student Contact Time, Other Professional Activities and Preparation/Professional Development.
- 85.9 From the commencement of the 2023 school year the Student Contact Time component (up to a maximum of 22.5 hours per week) may be combined with the Other Professional Activities component (up to a maximum of 4 hours per week) resulting in a total of up to 26.5 hours per week for up to 42 weeks per year being available as the regulated work time for teachers incorporating activities included in Student Contact Time, Other Professional Activities and Preparation/Professional Development.

## Clause 86: Definitions

- 86.1 **Special Schools** currently are: Our Lady of La Vang School and St Patrick's Special School.
- 86.2 **Technical Colleges** currently are: Cardijn College Marcellin Campus; St. Patrick's Technical College.
- 86.3 **Special Assistance Schools** currently are: FAME , Compass Catholic Community, Edmund Rice Flexi School.
- 86.4 **Curriculum Extension Activities** means activities of the nature of those listed below requiring a teacher's attendance at the school or elsewhere either within Non-timetabled Time or outside of the school's Span of Hours.
- a) Curriculum Extension Activities comprise activities such as:
- school camps and retreats;
  - excursions;
  - sporting activities, Pedal Prix;
  - social and/or cultural events;
  - speech days/nights, graduation ceremonies;
  - debating, Tournament of Minds;
  - rehearsals for school productions, concerts, choirs;
  - open days, fetes, and similar activities;
  - other activities of a similar nature, as directed.
- 86.5 **Duties** means the supervision of students undertaking activities, including lunch and recess breaks, outside of Timetabled Time.
- 86.6 **Meetings and Briefings:** means all such events, however titled, which a teacher is required to attend.
- 86.7 **Non-contact Time** means the amount of time provided during Timetabled Time where the teacher is self-directed in the undertaking of professional responsibilities in support of their teaching or pastoral care. Non-contact Time is the difference between Timetabled Time and Student Contact Time.
- 86.8 **School Directed Non-contact Time** means the amount of time provided during Timetabled Time where the teacher is directed by the school in the undertaking of professional duties including, but not limited to, professional development, assessment and reporting, moderation, collaborative planning, etc. This time is in addition to the Preparation/Professional Development days described at clause 84.
- 86.9 **Non-timetabled Time** means time within the Span of Hours, but outside of Timetabled Time.
- 86.10 **Off-line Lessons** means lessons and related activities provided in part or wholly outside of Timetabled Time.

86.11 **Other Professional Activities** means activities undertaken by the teacher directly related to the profession of teaching. A teacher may be required to participate in these activities at specified times outside of Timetabled Time usually, but not always, within Non-timetabled Time.

a) Other Professional Activities comprise:

- i) supervision of students - other than that undertaken with the teacher's allotted class/group in Timetabled Time (including Duties).
- ii) meetings and briefings required or approved by the employer such as:
  - employee/faculty/team/subject/curriculum/campus, etc. meetings;
  - representational responsibilities such as WHS Committee, Consultative Committee, School Board (including union representation on such bodies);
  - parent information evenings/afternoons;
  - scheduled parent teacher meetings but excluding informal one-on-one meetings;
  - planning meetings;
  - other activities of a similar nature as directed.

86.12 **Preparation/Professional Development** means preparation, training, professional development, or study undertaken at the employer's instruction. It may be included in Other Professional Activities where the employer approves the inclusion in the required time.

86.13 **Professional Commitments** means required activities which are directly related to teaching and also to teaching in a Catholic school but which are not regulated such as:

- course/subject preparation;
- marking/assessment;
- moderation;
- report writing;
- religious observances and spiritual activities as described in sub-clause 83.7;
- attendance requirements as described in sub-clause 76.8.

86.14 **Relief Lessons** means lessons or activities undertaken by a teacher in lieu of the teacher usually assigned to that class or activity.

86.15 **Span of Hours** means the times between which a teacher's work is usually performed. It is not the usual daily starting time or the usual daily finishing time and does not indicate the usual span of attendance each day.

- a) The Span of Hours in the Technical Colleges will be 8am to 9pm for optimum use of their specialist facilities but all other provisions of this Appendix apply except where otherwise stated.
- b) The span of hours for Special Assistance Schools will be 8am to 9pm, but all other provisions of Section 2 Teacher Workload, apply except where otherwise stated.

86.16 **Special School** means Our Lady of La Vang School and St Patrick's Special School.

86.17 **Student Contact Time** means the total amount of time from Timetabled Time that a teacher is scheduled to exercise responsibilities (as listed below) either with individual students or with specified groups of students. A teacher who is assigned a less than full teaching load may be required by the employer to undertake other activities up to the usual amount of Student Contact Time.

a) Student Contact Time activities comprise:

- lessons and associated activities e.g. practical lessons, excursions, guest speakers;
- pastoral care lessons, attendance in class with students (home room period), administration period, supervised lunch eating in primary classrooms or special units;
- library, study hall, examination supervision, computer lab, time-out room, etc. supervision;
- assemblies, year level or house gatherings of students;
- regular timetabled supervision in Timetabled Time;
- tasks allocated to specialist teachers in Timetabled Time;
- liturgies and sport in Timetabled Time;
- other activities of a similar nature as directed.

86.18 **Timetabled Time** means the total amount of scheduled time available in the timetable, exclusive of meal breaks. It is the total of Student Contact Time and Non-contact Time. Timetabled Time for a teacher commences from the time when the teacher is first required to attend class or receive students in the morning until the teacher is free to leave the classroom in the afternoon following the dismissal of students.

86.19 **Varied by Agreement** means that the matters specified may be varied to the extent indicated by way of consensus, or in the absence of consensus by way of a ballot which shall be conducted jointly by the principal and accredited union worksite representative or an employee representative where no union worksite representative exists or where the union representative is not able to conduct the ballot.



## Clause 87: Curriculum Extension Payments

<b>Category 1 Primary</b>	<b>Category 2 Secondary /Special</b>	<b>Category 3 Comprehensive</b>
<b>Tier 1: Up to 5 hours per year</b> (pro-rated if part-time or part-year) can be required of all teachers.- no additional compensation	<b>Tier 1: Up to 20 hours per year</b> (pro-rated if part-time or part-year) can be required of all teachers – no additional compensation	<b>Tier 1: Up to 30 hours per year</b> (pro-rated if part-time or part-year) can be required of all teachers – no additional compensation
<b>For 2022 School Year</b>	<b>Tier 2: An additional 40 hours per year</b> (pro-rated for part-time or part-year teachers) can be required. These 40 hours must be paid at <b>\$28.50</b> per hour (effective ffpp from the date of operation fixed for the life of the EA) and/or TOIL (hour for hour) by mutual agreement.	<b>Tier 2: An additional 50 hours per year</b> (pro-rated for part-time or part-year teachers) can be required. These 50 hours must be paid at <b>\$28.50</b> per hour (effective ffpp from the date of operation fixed for the life of the EA) and/or TOIL (hour for hour) by mutual agreement
<b>From 2023 School Year onwards</b>	<b>Tier 2: An additional 30 hours per year</b> (pro-rated for part-time or part-year teachers) can be required. These 30 hours must be paid at <b>\$28.50</b> per hour fixed for the life of the EA) and/or TOIL (hour for hour) by mutual agreement.	<b>Tier 2: An additional 40 hours per year</b> (pro-rated for part-time or part-year teachers) can be required. These 40 hours must be paid at <b>\$28.50</b> per hour fixed for the life of the EA) and/or TOIL (hour for hour) by mutual agreement.
<b>Camps (not counted in tier 1)</b> Teachers required for camps will be paid at the rate of <b>\$184</b> from ffpp on or after: 1 May 2020; <b>\$188</b> from 1 May 2021; <b>\$192</b> from 1 May 2022 and in accordance with sub-clause 45.3 for 2023 and 2024) per overnight or TOIL by mutual agreement (the equivalent of 1 school day off per overnight)	<b>Camps and retreats</b> Teachers required for camps/retreats will be paid at the rate of <b>\$184</b> from ffpp on or after: 1 May 2020; <b>\$188</b> from 1 May 2021; <b>\$192</b> from 1 May 2022 and in accordance with sub-clause 45.3 for 2023 and 2024) per overnight or TOIL by mutual agreement (the equivalent of 1 school day off per overnight) with the hours not counted in tier 1 or tier 2. Alternatively, and by mutual agreement between the teacher and the principal, some or all of camp/retreat time may be counted in and treated as tier 1 and/or tier 2 (providing these hourly caps are not exceeded) rather than paid at the overnight rate.	<b>Camps and retreats</b> Teachers required for camps/retreats will be paid at the rate of <b>\$184</b> from ffpp on or after: 1 May 2020; <b>\$188</b> from 1 May 2021; <b>\$192</b> from 1 May 2022 and in accordance with sub-clause 45.3 for 2023 and 2024) per overnight or TOIL by mutual agreement (the equivalent of 1 school day off per overnight) with the hours not counted in tier 1 or tier 2. Alternatively, and by mutual agreement between the teacher and the principal, some or all of camp/retreat time may be counted in and treated as tier 1 and/or tier 2 (providing these hourly caps are not exceeded) rather than paid at the overnight rate.
Teachers may volunteer to do more than 5 hours in total per year. As voluntary participation – no remuneration unless varied by an Individual Flexibility Arrangement.	Teachers may volunteer to do more than 60 hours in 2022 and 50 hours from 2023 onwards in total per year but participation must be approved by the principal and be subject to a WHS risk assessment. As voluntary participation – no remuneration unless varied by an Individual Flexibility Arrangement.	Teachers may volunteer to do more than 80 hours in 2022 and 70 hours from 2023 onwards in total per year but participation must be approved by the principal and be subject to a WHS risk assessment. As voluntary participation – no remuneration unless varied by an Individual Flexibility Arrangement.

\*ffpp means first full pay period

## Clause 88: Class Sizes

### 88.1 Benchmark Class Size Levels

- a) The parties agree that it would seem that the variety of considerations that should be applied to the establishment of the desirable class sizes and groupings within a school include the:
- number of students already enrolled in each relevant class grouping;
  - number of potential enrolments in each relevant class grouping during the school year;
  - specific needs and ages of the students in the group;
  - extent of employee resources allocated to the school;
  - experience of the teacher involved both in the teaching profession and the subjects concerned (in secondary schools);
  - overall workload of the teacher including the extent of non-classroom related activities;
  - physical limitations operating at the school site;
  - overall employee and other resources employed within the school;
  - financial imperatives leading to maximise student enrolments; and
  - particular needs of the students making up relevant classes.
- b) In that context and having regard to the multiplicity of factors bearing upon the establishment of both desirable and actual class sizes, the parties agree that any specification of class size numbers be seen as a general benchmark rather than a form of absolute entitlement.
- c) In determining the most appropriate class group structures and employee resources each school will endeavour to provide that the number of students in a class would not normally exceed the number specified below:

<b>Year Level</b>	<b>Benchmark Student Numbers</b>
Reception – Year 1	25
Years 2 – 6	29
Years 7– 10	30
Years 11 and 12	25
Technical Studies and Home Economics	24

- d) The benchmark student numbers for Years 11 and 12 are not intended to limit classes being taught from time to time in lecture format by agreement between the principal and the teacher(s) affected.
- e) In the case where a particular subject is being taught at a higher year level, e.g., Year 10 students undertaking a year 11 subject, but otherwise are Year 10, the class size benchmark would remain at Year 10. The principal will have regard to the factors outlined below.

- f) Where a particular class is proposed or in fact exceeds the benchmark, the principal and the teacher(s) concerned will consult with a view to implementing where appropriate, additional support for the teacher(s) concerned. Whether additional support is required and the degree and nature of such additional support will be assessed having regard to the particular circumstances including the:
- extent and likely duration of the deviation;
  - projected changes in the student numbers in the class through the school year as a result of enrolments and departures;
  - nature and composition of the student group;
  - extent of non-classroom commitments required of the teacher(s);
  - nature and availability of other resources; and
  - position of the teacher(s) concerned.
- g) Where a class includes special factors, class sizes below the general benchmark or the provision of additional support should be considered. Special factors may include circumstances such as:
- students with special needs;
  - students with disabilities;
  - students of EALD background;
  - significant variations in learning abilities beyond the usual range for the ages concerned; and
  - other special needs as identified.
- h) Where the number of such factors or the number of children contributing to those factors is significant, a review of the class size and additional measures may be warranted depending upon the best approach to maintain educational outcomes and a sustainable teaching environment.
- i) Additional support as referred to in this Appendix may include but not be limited to:
- provision of additional classroom support by Education Support Officers;
  - release from classroom responsibilities where needed;
  - specialist support;
  - additional professional development opportunities;
  - appropriate technology support;
  - a variation in the teacher's student contact time;
  - a reduction in other duties.

## PART 7: EDUCATION SUPPORT OFFICER CONDITIONS OF EMPLOYMENT

Education Support Officer (ESO) also means Indigenous Education Officer (IEO) unless otherwise specified.

### Clause 89: Terms of Engagement

- 89.1 In the absence of written agreement to the contrary, the contract of hiring is deemed to be hiring by the fortnight.
- 89.2 A new permanent Education Support Officer (ESO) may be employed for a probationary period not exceeding 6 working months. Unless there is written agreement to the contrary, the appointment will be deemed to be permanent on the expiry of this period. Nothing in this probation clause varies or abolishes the 6 month minimum employment period detailed in the Act which applies to all new appointments.
- 89.3 Upon appointment the employer must inform the ESO in writing of the following:
- a) the nature of employment (that is, permanent, replacement, temporary, casual);
  - b) the classification stream and grade in accordance with Appendix E (Education Support Officer) or Appendix F (Indigenous Education Officer)
  - c) the salary applicable to the position;
  - d) unless the ESO is employed on a casual basis, the normal hours of work (weekly, fortnightly or over a 4 week period);
  - e) unless the ESO is employed on a casual basis, the number of hours per week, the days of the week required to work including start and finish time, the number of weeks, and the specific weeks required to be worked (if less than 48 weeks) per school year; and
  - f) the duties which the ESO is expected to perform.
- 89.4 The terms of engagement outlined above in sub-clause 89.3 cannot be altered except by mutual agreement between the employer and the ESO or in accordance with the Change and Consultation provisions in clause 12 and/or the relevant Notice of Termination and Redundancy provisions in clauses 52-54.
- 89.5 Any agreed variation to the hours of work will be recorded in writing.
- 89.6 An ESO may hold more than one contract of employment with the employer. For example, they may hold a permanent, temporary or replacement position in addition to, and separate from, a casual position. In all such instances consideration of Work Health and Safety factors (e.g., number of working hours) must occur.
- 89.7 **Part-time Education Support Officer**
- a) A part-time Education Support Officer is one who is required to work regularly for less than 37.5 hours per week in a 5 day working week or less than 150 hours in a 4-week period of 20 working days or who is required to work a specified number of weeks less than 52 weeks per year (less 4 weeks Annual Leave (pro-rated)).
  - b) Part-time ESOs include those engaged in job sharing arrangements in which two ESOs share one position on a regular and ongoing basis. Part-time and job-share employment may be available by negotiation with the principal. It is recognised by the parties that part-time or job-share arrangements are not always practical or possible and the needs of the individual school must be taken into account.

- c) Following a request for part-time work, the principal must consult with the employee and provide a written response within 21 days stating whether the employer grants or refuses the request.
- d) The employer may refuse the request only on reasonable business grounds and if the request is refused, written reasons must be provided to the ESO.
- e) An Education Support Officer must keep the employer informed of other paid employment undertaken outside of the school.

### **Clause 90: Replacement Education Support Officer**

- 90.1 A replacement ESO is one who is hired for a period mutually agreed between the employer and the employee.
- 90.2 A replacement ESO may be engaged for the purpose of replacing another employee on approved leave of any kind. However, the replacement ESO does not have to fill the position vacated by the employee proceeding on leave.
- 90.3 Prior to employment of a replacement ESO the employer must inform the replacement ESO of the temporary nature of the employment and of the rights of the employee who is being replaced.
- 90.4 Replacement positions may be terminated by the employer or the ESO on the giving of a minimum 2 weeks notice in writing or as required by the NES (or payment in lieu).
- 90.5 Where an Education Support Officer does not provide the required notice, the employer may, with the prior agreement of that employee, deduct from wages due to the ESO under this Agreement an amount that is no more than 1 week wages for the Education Support Officer providing that:
  - a) the amount of money withheld does not exceed an amount of money which corresponds to the length of time by which the notice period was deficient; and
  - b) the employer has not agreed to the shorter period of notice actually given; and
  - c) the amount withheld is not unreasonable in the circumstances.
- 90.6 An employer is not required to employ a replacement ESO, if within the workplace there already exists an employee who can fulfil the position by increasing his or her hours of work or by being reclassified.

### **Clause 91: Temporary Education Support Officer**

- 91.1 An Education Support Officer may be hired on a temporary basis for a period not exceeding 3 years to:
  - a) fill a position sustained by specific purpose qualified funding; or
  - b) fill a position established for a specific project e.g., consequent upon experimental curriculum change.
- 91.2 An Education Support Officer may be hired on a temporary basis for a period not exceeding 12 months to:
  - a) fill an unforeseen vacancy pending filling the position on a permanent basis; or
  - b) temporarily increase the hours worked per week by a part-time Education Support Officer currently in the employer's employment.

- 91.3 Where an ESO is hired on a temporary basis in accordance with sub-clauses 91.1 and 91.2 the employer may terminate the contract of hiring by providing a minimum 2 weeks notice in writing or as required by the NES (or payment in lieu). The employer will provide an additional 1 week notice for ESOs over 45 years of age and who have completed at least 2 years of continuous service.
- 91.4 If the required notice of termination is not provided as detailed above the employer must make payment (subject to summary dismissal sub-clauses 52.3 a) in lieu of notice.
- 91.5 Temporary positions may be terminated by the ESO on the giving of 2 weeks notice in writing.
- 91.6 Where an Education Support Officer does not provide the required notice, the employer may, with the prior agreement of that employee, deduct from wages due to the ESO under this Agreement an amount that is no more than 1 week wages for the Education Support Officer providing that:
- a) the amount of money withheld does not exceed an amount of money which corresponds to the length of time by which the notice period was deficient; and
  - b) the employer has not agreed to the shorter period of notice actually given; and
  - c) the amount withheld is not unreasonable in the circumstances.
- 91.7 Where an Education Support Officer is hired on a temporary basis the letter of appointment will state that the appointment is temporary, the duration of the temporary appointment and the reason for the temporary nature of the position.
- 91.8 Where an ESO obtains a permanent position immediately following a temporary appointment, the temporary appointment will be counted as service for all purposes.

## **Clause 92: Casual Education Support Officer**

- 92.1 An Education Support Officer is a casual Education Support Officer if:
- a) an offer of employment made by the employer to the person is made on the basis that the employer makes no firm advance commitment to continuing and indefinite work according to an agreed pattern of work for the person; and
  - b) the person accepts the offer on that basis; and
  - c) the person is an employee as a result of that acceptance.
- 92.2 A casual Education Support Officer must not be appointed to the same position involving regular, consistent days and start and finish times for a continuous period longer than one school term.
- 92.3 However a casual ESO employed in; an out of school hours/vacation care service, as a bus driver, or in the curriculum stream, engaged to fill a position sustained by specific purpose funding; must not be appointed to the same position involving regular, consistent days and start and finish times for a continuous period longer than 12 months.
- 92.4 A casual ESO must be engaged and paid for a minimum of two hours for each engagement.
- 92.5 A casual Education Support Officer will be paid at the ordinary hourly rate of the annual salary applicable to the classification (Appendix B & Appendix C) plus the Casual Loading as set out in sub-clause 47.3, which is to compensate them for not having entitlements to paid; Annual Leave, Annual Leave Loading, Personal/Carers Leave, Compassionate Leave, payment for absence on public holidays, payment in lieu of notice on termination, redundancy pay, any other paid leave as set out in this agreement, or benefit of ongoing employment (unless required by legislation) other than Long Service Leave.

The casual hourly rate is calculated as follows:

$$\frac{\text{equivalent full-time annual salary}}{1} \times \frac{6}{313} \times \frac{1}{37.5} \times 1.2^* = \text{casual hourly rate}$$

*\*The above formula is to be adjusted to reflect increases to the Casual Loading as set out in sub-clause 47.3 e.g. from the fpp from the date of operation of the agreement (1.2\*) will become (1.22).*

- 92.6 Penalties are not cumulative. Where an entitlement to overtime rates or other penalty applies, the casual Education Support Officer employee will be entitled to receive the highest single penalty/overtime rate.

#### 92.7 Casual Conversion for Education Support Officer

Offers and requests for conversion from casual employment to full-time or part-time employment are provided for in the NES.

### Clause 93: Additional Hours Part-time Employees

- 93.1 Where the employer and the Education Support Officer agree that the part-time Education Support Officer performs work in addition to the employee's contracted hours of work (and where there has been no agreed variation to the part time Education Support Officer's FTE), this additional work must not be for a continuous period longer than 12 months.
- 93.2 The Additional Hours payment is equal to the ordinary hourly rate of the annual salary applicable to the classification (Appendix B & Appendix C) plus the Additional Hours Loading. The Additional Hours Loading is varied as set out in sub-clause 47.3.
- 93.3 If an employee is required to work Additional Hours other than hours that have previously been determined as part of the employee's working week (but still within the span of ordinary hours), and providing that the additional hours do not result in the employee working more than 37.5 hours in that week, then the additional hours will be paid the Additional Hours Loading as set out in sub-clause 47.3 according to the rate of the appropriate classification.
- 93.4 The additional work will not count as service for determining leave entitlements except Long Service Leave.

### Clause 94: Unsatisfactory Performance

- 94.1 If a permanent ESO who has passed the minimum employment period is consistently negligent, inefficient, incompetent or uncooperative in the discharge of his or her duties, then the employer must inform the employee of the particulars in writing and provide time and assistance as is reasonable to rectify the deficiency.
- 94.2 The written particulars will constitute notice to the ESO that unless within 1 calendar month the ESO rectifies the matters referred to in the particulars then the ESO may be dismissed upon the giving of the appropriate notice (or payment in lieu) as detailed in sub-clause 53.10 of this Agreement.
- 94.3 For the avoidance of doubt this clause is not applicable to casual, temporary or replacement appointments.



## Clause 95: Higher Duties

An Education Support Officer who is required to perform duties applicable to a classification higher than that of the ESO for more than 1 week and the duties constitute the whole or substantially the whole of the type of duties which would attract the higher classification, then the employee must be paid the rate prescribed for the minimum incremental level of the higher classification for the entire period the work is undertaken.

## Clause 96: Incremental Progression

- 96.1 An Education Support Officer is entitled to progress to the next higher incremental year level (if any) in the applicable salary grade/level on the anniversary of appointment but periods of approved leave without pay, while they do not break service, are not counted towards the length of continuous service.
- 96.2 An Education Support Officer first employed by a Catholic school in South Australia on or after 1 January 2023 is entitled to progress to the next higher incremental level (if any) of the scale as follows:
- a) full time ESOs (1.0 FTE) upon the completion of 12 months continuous service;
  - b) part time ESOs engaged for 0.5 FTE or greater upon the completion of 12 months continuous service;
  - c) a part time ESO engaged for 0.49 FTE or less, upon the completion of 12 months continuous service and a minimum of 900 hours worked;
  - d) a casual ESO will be entitled to progress to the next incremental level on the completion of 12 months continuous service and a minimum of 900 hours worked.
- 96.3 Periods of approved leave without pay, while they do not break service, are not counted towards the length of continuous service.
- 96.4 An ESO who holds a substantive FTE but works an agreed temporary change of FTE will be entitled to progress on the basis of all hours worked and not solely the substantive hours.
- 96.5 For the avoidance of doubt 0.5 FTE is treated as full time for the purposes of this clause only but not for the purposes of leave accruals.

## Clause 97: Re-classification and Role Review

### 97.1 Reclassification

- a) An Education Support Officer who is regularly called upon to perform a substantial volume of duties appropriate to a higher classification is entitled to request reclassification to a higher classification.
  - b) An ESO who is required to perform duties appropriate to a higher classification for a temporary period only will be dealt with according to the Higher Duties clause.
  - c) Re-classification is not dependent on organisational vacancies but is subject to mutual agreement between the employer and employee.
- 97.2 Conditions for re-classification
- a) The application must:
    - i) be in writing; and
    - ii) be accompanied by a current agreed duty statement; and
    - iii) detail the reasons for the request for re-classification.

- b) When mutual agreement cannot be achieved or a period of 4 working weeks has elapsed without a determination from the employer, then an assessment panel must be convened to determine the application.
- c) The assessment panel will comprise:
  - i) a representative nominated by the employer; and
  - ii) a representative nominated by the ESO applicant; and
  - iii) a representative elected by the teaching staff of the school (for an ESO); or
  - iv) a person who is mutually acceptable to both the employer and the employee (for Indigenous Education Officers).
- d) If the applicant is successful the ESO must be placed in the salary grade band, year 1, appropriate to the new classification or at a year level in the new classification for which the salary is higher than the employee's previous salary.
- e) The date of operation of a successful application must be no later than 3 months after the date of written application by the ESO.
- f) Where an ESO or employer is not satisfied with the decision of the assessment panel then the dispute resolution clause may be invoked.

### 97.3 Role Review

An ESO may request that consultation occur at a mutually agreed time between the employer and the employee to ensure that the duty statement is accurate and conforms with the classification levels as detailed in Appendix E (ESO) or Appendix F (IEO).

## Clause 98: Professional Development and Training

- 98.1 On application to the principal/employer, full-time ESOs may access approved professional development/training (including school based) of up to 5 days in a 2-year period. The allocation will apply on a pro-rata basis for a part-time ESO.
- 98.2 For the purposes of this clause only, a full-time ESO is deemed to be one who works at least a 27.5 hour week/40 weeks per year or 1100 hours per calendar year.
- 98.3 The cost of the training is to be met by the employer.
- 98.4 If professional development/training is required by the principal/employer on a day or part-day when the ESO is not normally working then the employee will be paid at the Additional Hours Loading applicable to their classification or provided with time off in lieu (at a mutually agreeable time) as the ESO elects. Where the employee elects to be paid, the minimum 2 hour payment will be disregarded.
- 98.5 Sub-clause 98.4 will not apply if the total number of days required to work in a week does not exceed the number normally worked in a week. However, an employer cannot require an employee to work a day in lieu of a public holiday.
- 98.6 At least 4 weeks notice must be provided to the ESO if sub-clause 98.4 is invoked by the employer.

### **Clause 99: Hours of Work (excluding Boarding House Supervisory Employees)**

- 99.1 The maximum number of ordinary hours of work is 37.5 hours per week or 150 hours in a 4 week period.
- 99.2 For an ESO employed in outdoor education the hours of work may be averaged over a period of up to 12 months.
- 99.3 The ordinary hours of work will be worked on no more than 5 days in any 7 days.
- 99.4 Except for security/caretaking, cooking, catering, housekeeping and laundry services ESO in the Services Stream, and outdoor education in the Curriculum Stream, the ordinary hours of work will be worked Monday to Friday.
- 99.5 The span of ordinary hours will be as follows:
  - a) between 8.00am and 6.00pm for Education Support Officers employed in the Curriculum Stream, Resources Stream, Administration Stream and Other Professionals Stream;
  - b) between 6.30am and 6.30pm for Education Support Officers employed in the Extension Stream, and in the Early Childhood/OSHC Stream;
  - c) between 6.00am and 6.00pm for Services Stream Education Support Officers (this includes cleaners except for cleaners who regularly are required to work between 5.30pm and 10.00pm Monday to Friday – see sub-clause 104.1;
  - d) Work performed outside of the span of ordinary hours is payable at overtime rates, including where the employer requires the Education Support Officer to attend school functions outside the span of ordinary hours.

### **Clause 100: Minimum Working Shift**

- 100.1 A 2 hour minimum working shift applies to all categories of Education Support Officer.
- 100.2 The 2 hour minimum will not apply to an ESO recalled to their workplace outside of normal working hours to attend to emergencies, security demands or other unscheduled occurrences. In such circumstances the employee will be paid a minimum of 3 hours for each recall to duty as detailed in Appendix B (Schedules 2 and 3).
- 100.3 The 2 hour minimum is satisfied by an ESO employed in out of school hours care facilities if the ESO works 1 hour in before school care and 1 hour in after school care on the same day and for bus drivers if the Education Support Officer works 1 hour in the morning bus run and 1 hour in the after school bus run on the same day.

### **Clause 101: Breaks**

- 101.1 An Education Support Officer must not work more than 5 hours in any one day without a meal break of not less than 30 minutes and not more than 1 hour.
- 101.2 The meal break will not count as time worked.
- 101.3 The employer must allow an ESO who works a minimum 3 consecutive hours, in any one day, a tea break of 15 minutes duration, which will be counted as time worked and taken at a time suitable to the employer, and generally not adjacent a meal break, unless by mutual agreement.

## Clause 102: Overtime (excluding Boarding House Supervisory Employees)

102.1 All overtime must be authorised by the employer.

102.2 The following overtime rates apply:

Time worked	Overtime rate	Casual overtime rate
Time worked in excess of 37.5 hours per week/75 hours per fortnight/150 hours per 4 weeks (except where an RDO arrangement is operative in accordance with clause 109).	150% of the ordinary hourly rate for the first 3 hours and 200% thereafter.	The overtime rate plus the applicable casual loading** e.g., 170% (at 20% casual loading) of the ordinary hourly rate for the first 3 hours and 220% thereafter.
Time worked outside the span of ordinary hours (except for cleaners who are regularly required to work between 5.30 pm and 10 pm- see clause 104).	150% of the ordinary hourly rate for the first 3 hours and 200% thereafter.	The overtime rate plus the applicable casual loading** e.g., 170% of the ordinary hourly rate for the first 3 hours and 220% thereafter.
Time worked on Saturday (which is not part of the employee's ordinary hours).	150% of the ordinary hourly rate for the first 3 hours and 200% thereafter.	The overtime rate plus the applicable casual loading** e.g., 170% of the ordinary hourly rate for the first 3 hours and 220% thereafter.
Time worked on Sunday (which is not part of the employee's ordinary hours).	200% of the ordinary hourly rate.	The overtime rate plus the applicable casual loading** e.g., 220% of the ordinary hourly rate.
Time worked on a public holiday.	250% of the ordinary hourly rate.	The overtime rate plus the applicable casual loading** e.g., 270% of the ordinary hourly rate.

Note: \*\*The casual loading incremental increases are set out in sub-clause 47.3 and below.

102.3 The loading paid for casual and additional hours will increase from 20% to 25% over the life of this Agreement as follows:

- a) from 20% to 22% from the first full pay period on or after the date of operation of the Agreement; and
- b) 22% to 23.5% from the first full pay period commencing on or after 1 May 2023; and
- c) 23.5% to 25 % from the first full pay period commencing on or after the 1 May 2024.

102.4 Where an ESO is required to sleep over at a school camp or retreat the sleepover allowance will apply as detailed in Appendix B (Schedules 2 and 3).

102.5 Where an Education Support Officer is required to attend a school camp or retreat, time specified as off duty time during which the ESO is not rostered or required to perform any duties and which will include meal breaks (but will not include the sleepover time for which an allowance is payable) will be unpaid. However, an ESO must be paid for all other hours of attendance (including where payable at overtime rates) and the payment must not be less than the usual pay in the period.

102.6 An ESO required to work additional hours other than hours that have previously been determined as part of the usual working week (but still within the span of ordinary hours), and providing that the additional hours do not result in the employee working more than 37.5 hours in that week, will be paid the Additional Hours Loading as set out in sub-clause 47.3 at the rate of the appropriate classification. The additional work will not count as service for determining leave entitlements (excluding Long Service Leave).

#### 102.7 Time Off In Lieu (TOIL)

- a) An employer may agree to an Education Support Officer's request to take time off in lieu of work performed outside the ESO's ordinary hours or in excess of the ordinary hours or rostered hours.
- b) Overtime taken as time off during ordinary time hours will be taken at the ordinary time rate, that is, an hour for each hour worked.
- c) An employer will, if requested by the Education Support Officer, provide payment at the rate provided for the payment of overtime as prescribed in sub-clause 102.2, for any overtime worked under this clause where such time has not been taken.
- d) An accrual of time off in lieu cannot be carried into the next School Year and must be paid to the Education Support Officer at the end of the School Year.
- e) If, on the termination of an Education Support Officer's employment, time off in lieu for overtime worked has not been taken, the employer must pay the employee for the overtime at the overtime rate applicable to the overtime when worked.

### Clause 103: Workplace Closure

If an employer closes the workplace on a day that has been previously determined as part of the Education Support Officer's usual working week, the ESO will not lose pay nor be required to work on days in lieu of the workplace closure day.

## **Clause 104: Penalty Rates (Excluding Boarding House Supervisory Employees)**

- 104.1 ESOs who are employed as security/caretaking, cooking, catering, housekeeping and laundry services in the Services Stream, and outdoor education employees in the Curriculum Stream, and who are rostered to work ordinary hours on a Saturday will be paid the ordinary time rate of pay plus a penalty of an additional 25% of the ordinary time rate, and if rostered to work on a Sunday, will be paid the ordinary time rate of pay plus a penalty of an additional 75% of the ordinary time rate.
- 104.2 ESOs who are employed as cleaners in the Services Stream and who are regularly required to work between 5.30pm and 10pm Monday to Friday will be paid the ordinary rate of pay plus a penalty of an additional 15% of the ordinary time rate.
- 104.3 The penalty rates within this clause and in clause 102 (Overtime) are not cumulative. Where an employee is entitled to more than one penalty or overtime rate, the employee will be entitled to the highest single penalty rate.

## **Clause 105: Boarding House Supervisory Employees Conditions**

### **105.1 Hours**

- a) Ordinary hours of work must not exceed 37.5 hours per week or 75 hours per fortnight or 150 hours in a 4 week period.
- b) 50% of sleep over time is included in the ordinary hours of work subject to sub-clause c) below.
- c) Boarding House Supervisory Employees working less than 37.5 hours per week or 75 hours per fortnight or 150 hours per 4 week period are to be credited with 50% of all sleep over time in their ordinary hours of work and when 37.5 hours have accumulated in any one week, then 100% of sleep over time will be included in ordinary hours.
- d) Overtime rates for time worked in excess of 37.5 hours per week or 75 hours per fortnight or 150 hours per 4 week period are payable at the rate of 150% of ordinary hourly rate for the first 3 hours and 200% thereafter.

### **105.2 Student to Staff Ratio**

- a) A Boarding House Supervisory Employee or a responsible adult person is to be on duty at all times that boarders require supervision.
- b) One employee or a responsible adult person is to be on duty with each group of 50 boarders (10% tolerance).
- c) The employer must ensure that another responsible adult person is readily available if necessary to assist the person on duty.
- d) During sleep over time one Boarding House Supervisory Employee or responsible adult person is to supervise each major boarding house unit.

### **105.3 Medical Assistance**

- a) The employer will provide the Boarding House Supervisory Employee or a responsible adult person with:
  - i) access to telephone facilities for emergency use;
  - ii) medical information about the boarders including their medication requirements and medical management plans;
  - iii) information regarding procedures for obtaining medical assistance.

#### 105.4 Lodging Conditions

- a) The lodging conditions are to be provided free of charge and separately for each boarding house supervisory employee who is required to sleep over in the boarding house for 3 or more nights per week, or 6 or more nights per fortnight, where these living conditions are not the employee's usual place of residence.
- b) Lodging facilities must provide adequate privacy and security for employees.
- c) The employer will provide the following facilities for Boarding House Supervisory Employees:
  - i) secure quarters with access to free laundry facilities and kitchen facilities, bathroom facilities (separate from boarders), access to a car park as near as practicable to the employee's quarters and where practicable, access to and from the quarters independently of boarders' dormitories;
  - ii) the employer will clean and maintain the quarters;
  - iii) while the Boarding House Supervisory employee is on duty the employer will provide the employee with 3 meals per day in the school dining room;
  - iv) where these lodgings are the employee's usual place of residence weekly rent charged by the employer will not exceed one-sixth of the full-time salary at the classification of a Grade 2, Year 4 Education Support Officer. The employer will also provide tenure of rooms and facilities during school holidays and access during exeats. During exeats the employer will provide sufficient food for meals and where the school is open the employer will provide 3 meals per day. Where a meal or food is not supplied by the employer as required, the rent payable by the employee will be reduced by \$10 for each meal (or food for the same) not provided;
  - v) quarters for Boarding House Supervisory Employees will be of a good, clean and secure standard and will contain adequate furnishings for the employee's use. Adequate furnishings will include a bed, reading lamp, bed lamp, wardrobe, chest of drawers, desk and chair, armchair, carpets, curtains, blinds, heater/fan or air conditioning, and security screens to windows and doors on ground floor rooms. In addition, the employer will provide and launder bed linen and coverings.

#### Clause 106: Travel Arrangements

106.1 If an ESO is required to travel outside of the specified working hours in the course of performing their duties and that travel occupies more than 1 hour, then the travel time must be classified as working time. Payment for travel time is subject to the following conditions:

- a) not more than 7.5 hours of travel time will be paid for any one day;
- b) an ESO may, by mutual agreement with the employer, take time-in-lieu of travel time.

106.2 A vehicle reimbursement may be payable where it meets the conditions detailed in Appendix B (Schedules 2 and 3).

106.3 Travel and accommodation should be authorised by the ESO's manager.

106.4 ESOs will be reimbursed for costs of approved accommodation, meals and incidental expenses relating to authorised travel. The employee is required to provide receipts for expenses for which reimbursement is claimed.



### Clause 107: First Aid and Health Care

- 107.1 Each Catholic school (and separate campus) will be equipped with a copy of all appropriate First Aid and Health guidelines.
- 107.2 Each campus will have at least one nominated First Aid/Health Care Officer whose duty statement will include responsibilities for First Aid/Health Care.
- 107.3 Each nominated First Aid/Health Care Officer will hold a Senior First Aid Certificate (or recognised equivalent).
- 107.4 Each nominated First Aid/Health Care Officer who is otherwise an Education Support Officer will be paid a First Aid Allowance as detailed in Appendix B (pro-rata for part time ESOs).
- 107.5 Where the nominated First Aid/Health Care Officer is required to undertake First Aid or Health Care Duties during the whole or part of their lunch or morning tea break, they shall be provided with the equivalent break as soon as possible either before or after the morning tea or lunch break.

### Clause 108: Employee Absences

Where an ESO is absent because of illness and that ESO has notified the employer within the first 3 days of absence or within such time as provides the employer with reasonable notice that the absence is likely to be prolonged, the remaining ESOs will not normally be required to carry out the duties of the absent ESO.

### Clause 109: Rostered Days Off

- 109.1 An employer and an ESO may agree that the ordinary hours of work will be worked over 19 days in each 4 week period, in which case the following provisions will apply.
- 109.2 The ESO will work 150 hours over 19 days in each 4 week period with one rostered day off on full pay in each such period.
- 109.3 In order to accrue one rostered day off, an ESO will work 19 days of 7 hours 53 minutes' duration per day.
- 109.4 Overtime will not apply to the work performed to satisfy the rostered day off arrangements.
- 109.5 Each paid RDO taken by the ESO (but not including Long Service Leave, any public holiday or any period of absence for which workers compensation payments apply occurring during any cycle of 4 weeks) will be regarded as a day worked for the purpose of accruing an entitlement under sub-clause 109.2.
- 109.6 Rostered days off will not be regarded as part of the ESO's Annual Leave for any purpose.
- 109.7 An ESO will not be entitled to more than 12 rostered days off in any 12 months of consecutive employment.
- 109.8 An ESO whose employment is terminated in the course of a 4 week cycle will be paid a pro-rata amount for the time that the employee has accrued in accordance with sub-clause 109.2.
- 109.9 Rostered days off will be determined by mutual agreement between the employer and the ESO, having regard to the needs of the workplace.
- 109.10 An ESO will be advised by the employer at least 4 weeks in advance of the day on which they will be rostered off duty.

#### **Clause 110: Ceremonial Leave – Indigenous Education Officer only**

- 110.1 An IEO who is legitimately required by indigenous tradition to be absent from work for indigenous ceremonial purposes shall be entitled to up to 10 days unpaid leave in any one year for this purpose, provided that the leave is granted only with the authority of the employer.
- 110.2 For the term of this Agreement all IEOs will be entitled to paid leave for the period Christmas Day until New Year's Day inclusive. This leave will be known as Christmas Leave.

#### **Clause 111: Relocation - Indigenous Education Officer only**

The employer reserves the right to re-locate an IEO's workplace depending on funding, the needs of the Catholic Education Office and schools. Any change in location must be reasonable in the circumstances of the employee. Without derogating from the employer's right to relocate an employee under this provision, the employer agrees to consult with the employees regarding issues arising from the relocation decision.

#### **Clause 112: Assistance with Costs of Work-related Study – Indigenous Education Officer only**

In the event that an application under the Study Incentive Program is unsuccessful, or as an alternative (but not in addition), an Indigenous Education Officer who undertakes the Aboriginal Education Workers Accredited Course (or other approved tertiary study course) will be provided with negotiated study leave of up to 10 days paid leave per year, plus payment of course fees. The timing of the leave is subject to approval by the employer. There is an expectation that some of the employee's own time will be contributed.

## PART 8: APPENDICES

### Appendix A

#### Teacher

#### Schedule 1 - Salaries and Allowances

		As at 1st full pay period on or after 1 October 2018	As at 1st full pay period on or after 1 May 2019	As at 1st full pay period on or after 1 May 2020	As at 1st full pay period on or after 1 May 2021	As at 1st full pay period on or after 1 May 2022
Previous Scale	Revised Scale	1.35%	1.00%	2.35%	2.35%	2.35%
3	GT1	\$71,258	\$71,971	\$73,662	\$75,393	\$77,165
4	GT2	\$75,185	\$75,937	\$77,722	\$79,548	\$81,417
5	GT3	\$79,150	\$79,942	\$81,821	\$83,744	\$85,712
6	PT1	\$83,150	\$83,982	\$85,956	\$87,976	\$90,043
7	PT2	\$87,182	\$88,054	\$90,123	\$92,241	\$94,409
8	PT3	\$91,247	\$92,159	\$94,325	\$96,542	\$98,811
9	PT4	\$95,348	\$96,301	\$98,564	\$100,880	\$103,251
10	PT5	\$100,138	\$101,139	\$103,516	\$105,949	\$108,439
AST	AST	\$102,298	\$103,321	\$105,749	\$108,234	\$110,777
<b>Band 2 - Positions of Responsibility Allowances</b>						
POR 1		\$3,174	\$3,206	\$3,281	\$3,358	\$3,437
POR 2		\$8,787	\$8,875	\$9,084	\$9,297	\$9,515
POR 3		\$14,406	\$14,550	\$14,892	\$15,242	\$15,600
POR 4		\$20,542	\$20,747	\$21,235	\$21,734	\$22,245
<b>Assistant Principal-Religious Identity &amp; Mission Allowances</b>						
AP1A		\$10,381	\$10,485	\$10,731	\$10,983	\$11,241
APIB		\$14,406	\$14,550	\$14,892	\$15,242	\$15,600
AP1C		NA	NA	\$27,492	\$28,138	\$28,799
AP2A		\$16,518	\$16,683	\$17,075	\$17,476	\$17,887
AP2B		\$20,542	\$20,747	\$21,235	\$21,734	\$22,245
AP2C		NA	NA	\$33,835	\$34,630	\$35,444
AP3A		NA	NA	\$18,675	\$19,114	\$19,563
AP3B		NA	NA	\$22,835	\$23,372	\$23,921
AP3C		NA	NA	\$35,435	\$36,268	\$37,120
<b>Catholic Professional Formation Allowances</b>						
CPF 1		\$500	\$500	\$500	\$500	\$500
CPF 2		\$1,000	\$1,000	\$1,000	\$1,000	\$1,000
CPF 3		\$1,250	\$1,250	\$1,250	\$1,250	\$1,250
<b>Highly Accomplished Teacher and Lead Teacher Allowances</b>						ffpp from date of operation
Highly Accomplished Teacher		\$3,372	\$3,406	\$3,486	\$3,568	\$3,652
Lead Teacher		\$4,497	\$4,542	\$4,649	\$4,758	\$4,870
<b>Vehicle Allowance - for eligibility requirements see clause 73</b>						
Car (per km)		0.91	0.92	0.94	0.94	0.94
Motor Cycle (per km)		0.31	0.31	0.32	0.32	0.32
<b>Curriculum Extension Activities - for eligibility requirements see clause 87</b>						ffpp from date of operation
Tier 2 Allowance		\$25	\$25	\$25	\$25	\$25
Overnight Camp		\$178	\$180	\$184	\$188	\$192

\*\*Increases for 2023 and 2024 in accordance with DfE see sub-clause 45.3

**Appendix A**  
**Teacher**  
**Schedule 2 - Hourly rate with casual loading**

Band 1 - Salaries		2022 Hourly rate with casual loading 25%
Previous Scale	Revised Scale	
3	GT1	\$67.24
4	GT2	\$70.94
5	GT3	\$74.68
6	PT1	\$78.46
7	PT2	\$82.26
8	PT3	\$86.10
9	PT4	\$89.97
10	PT5	\$94.49
AST	AST	\$96.52

*\* less than 5 continuous days TRT hourly rate*

## Appendix B

### Education Support Officer Salary Formulae

- 1.1 Education Support Officers (ESOs) may spread their salary over 52 weeks in accordance with the formula below:
- 1.2 Salaries for all ESOs (other than casual ESOs and Boarding House Supervisory Employees) who work for less than 52 weeks per year (less 4 weeks Annual Leave) should be calculated as follows:

- 1) Spread-over the 52 weeks of the school year, at a weekly rate calculated as follows:

$$\frac{\text{full-time annual salary}}{1} \times \frac{\text{hours actually worked per week}}{37.5} \times \frac{\text{weeks actually worked}}{48} \times \frac{6}{313}$$

OR

- 2) Actual-paid during the actual periods of work (weeks) in a school year at a weekly rate plus 4 weeks Annual Leave (pro-rata for part time employees) will be calculated as follows:

Weekly rate:

$$\frac{\text{full-time annual salary}}{1} \times \frac{\text{hours actually worked per week}}{37.5} \times \frac{6}{313}$$

Annual salary received equals the weekly rate times weeks actually worked including Annual Leave.

*Note: Pro-rata Annual Leave:*

\*Pro-rata Annual Leave is calculated in accordance with the following formula:

- $4 \times \text{number of weeks actually worked} / 48$   
Example: ESO works 40 weeks per year. Annual Leave =  $4 \times 40 / 48 = 3.33$  weeks (paid at the actual weekly rate).

*For example, if an ESO works 40 weeks per year, the annual salary received equals the weekly rate x 43.33.*

*Note: Where salary is paid in accordance with formula 2) above Annual Leave accrued is to be taken in full within the year to which it relates in the Christmas vacation period (non-term time).*

*\*\*Where an ESO has varied FTE (hours or weeks) during the year, the above calculation will be performed for each period and added together to give the number of hours paid at the current hourly rate of pay.*

*Note: Boarding House Supervisory Employees: Substitute the denominator of 43 instead of 48 in the above formula 1) and in 2), + 9 weeks leave instead of 4 weeks Annual Leave.*

**Appendix B**  
**Education Support Officer**  
**Schedule 1 – Salaries**

Grade	Year of Service	Salary as at 1st full pay period on or after 1 October 2018	Salary as at 1st full pay period on or after 1 May 2019	Salary as at 1st full pay period on or after 1 May 2020	Salary as at 1st full pay period on or after 1 May 2021	Salary as at 1st full pay period on or after 1 May 2022	Hourly rate with casual loading 22% fppp date of operation EA
		1.35%	1.0%	2.35%	2.35%	2.35%	
<b>Junior</b>	<b>Under 18 yrs</b>	60% of the adult rate	60% of the adult rate	60% of the adult rate	60% of the adult rate	60% of the adult rate	
	<b>18 years</b>	70% of the adult rate	70% of the adult rate	70% of the adult rate	70% of the adult rate	70% of the adult rate	
	<b>19 years</b>	80% of the adult rate	80% of the adult rate	80% of the adult rate	80% of the adult rate	80% of the adult rate	
	<b>20 years</b>	90% of the adult rate	90% of the adult rate	90% of the adult rate	90% of the adult rate	90% of the adult rate	
<b>Grade 1A</b>	<b>Year 1</b>	\$43,923	\$44,362	\$45,405	\$46,472	\$47,564	\$29.66
	<b>Year 2</b>	\$47,607	\$48,083	\$49,213	\$50,370	\$51,554	\$32.15
	<b>Year 3</b>	\$50,089	\$50,590	\$51,779	\$52,996	\$54,241	\$33.83
	<b>Year 4 +</b>	\$51,093	\$51,604	\$52,817	\$54,058	\$55,328	\$34.50
<b>Grade 1</b>	<b>Year 1</b>	\$51,093	\$51,604	\$52,817	\$54,058	\$55,328	\$34.50
	<b>Year 2</b>	\$53,953	\$54,493	\$55,774	\$57,085	\$58,426	\$36.44
	<b>Year 3</b>	\$56,767	\$57,335	\$58,682	\$60,061	\$61,472	\$38.34
	<b>Year 4</b>	\$58,169	\$58,751	\$60,132	\$61,545	\$62,991	\$39.28
<b>Grade 2</b>	<b>Year 5+</b>	\$59,332	\$59,925	\$61,333	\$62,774	\$64,249	\$40.07
	<b>Year 1</b>	\$59,332	\$59,925	\$61,333	\$62,774	\$64,249	\$40.07
	<b>Year 2</b>	\$60,212	\$60,814	\$62,243	\$63,706	\$65,203	\$40.66
	<b>Year 3</b>	\$61,526	\$62,141	\$63,601	\$65,096	\$66,626	\$41.55
<b>Grade 3</b>	<b>Year 4+</b>	\$62,754	\$63,382	\$64,871	\$66,395	\$67,955	\$42.38
	<b>Year 1</b>	\$63,297	\$63,930	\$65,432	\$66,970	\$68,544	\$42.75
	<b>Year 2</b>	\$64,530	\$65,175	\$66,707	\$68,275	\$69,879	\$43.58
	<b>Year 3</b>	\$66,301	\$66,964	\$68,538	\$70,149	\$71,798	\$44.78
<b>Grade 4</b>	<b>Year 4+</b>	\$67,626	\$68,302	\$69,907	\$71,550	\$73,231	\$45.67
	<b>Year 1</b>	\$69,380	\$70,074	\$71,721	\$73,406	\$75,131	\$46.85
	<b>Year 2</b>	\$71,203	\$71,915	\$73,605	\$75,335	\$77,105	\$48.09
	<b>Year 3</b>	\$73,023	\$73,753	\$75,486	\$77,260	\$79,076	\$49.32
<b>Grade 5</b>	<b>Year 4 +</b>	\$74,483	\$75,228	\$76,996	\$78,805	\$80,657	\$50.30
	<b>Year 1</b>	\$75,544	\$76,299	\$78,092	\$79,927	\$81,805	\$51.02
	<b>Year 2</b>	\$79,150	\$79,942	\$81,821	\$83,744	\$85,712	\$53.45
	<b>Year 3</b>	\$82,759	\$83,587	\$85,551	\$87,561	\$89,619	\$55.89
<b>Grade 6</b>	<b>Year 4+</b>	\$84,414	\$85,258	\$87,262	\$89,313	\$91,412	\$57.01
	<b>Year 1</b>	\$89,973	\$90,873	\$93,009	\$95,195	\$97,432	\$60.76
	<b>Year 2</b>	\$93,582	\$94,518	\$96,739	\$99,012	\$101,339	\$63.20
	<b>Year 3</b>	\$97,064	\$98,035	\$100,339	\$102,697	\$105,110	\$65.55
	<b>Year 4+</b>	\$100,138	\$101,139	\$103,516	\$105,949	\$108,439	\$67.63

**Appendix B**  
**Education Support Officer**  
**Schedule 2 – Allowances**

Allowances	As at 1st full pay period on or after 1 October 2018	As at 1st full pay period on or after 1 May 2019	As at 1st full pay period on or after 1 May 2020	As at 1st full pay period on or after 1 May 2021	As at 1st full pay period on or after 1 May 2022
Refer to Appendix B - Schedule 3 for eligibility and summary	1.35%	1.0%	2.35%	2.35%	2.35%
First Aid Allowance per annum	\$1,390	\$1,404	\$1,437	\$1,471	\$1,505
Laundry Allowance	\$0.34 to a max of \$1.69 per work week	\$0.34 to a max of \$1.71 per work week	\$0.35 to a max of \$1.75 per work week	\$0.36 to a max of \$1.79 per work week	\$0.37 to a max of \$1.83 per work week
Meal Allowance - per Occasion	\$20.28	\$20.48	\$20.96	\$21.45	\$21.95
On call Allowance per period of up to 24 hours	1 ordinary hour pay for each period on call	1 ordinary hour pay for each period on call	1 ordinary hour pay for each period on call	1 ordinary hour pay for each period on call	1 ordinary hour pay for each period on call
Personal Care Allowance	\$500 pa-fixed for the life of the Agreement				
Personal Protective Equipment (see Sub-clause 18.2)	To be provided without cost to the employee				
Recall to Duty Allowance - per occasion	Minimum 3 hours pay	Minimum 3 hours pay	Minimum 3 hours pay	Minimum 3 hours pay	Minimum 3 hours pay
Sleep Over Allowance	\$125	\$126	\$129	\$132	\$135
Tool Allowance per annum- Carpenter & Joiner (supply own tools)	\$1,738	\$1,755	\$1,796	\$1,838	\$1,881
Tool Allowance per annum- General Tradesperson (supply own tools)	\$918	\$927	\$949	\$971	\$994
Toxic Substances (close proximity) Allowance per hour (Groundstaff)	\$0.80	\$0.81	\$0.83	\$0.85	\$0.87
Toxic Substances (working with) Allowance per hour (Groundstaff)	\$0.96	\$0.97	\$0.99	\$1.01	\$1.03
Uniform Allowance - per work day	\$1.84 per work day to max of \$9.29 per work week	\$1.86 per work day to max of \$9.38 per work week	\$1.90 per work day to max of \$9.60 per work week	\$1.94 per work day to max of \$9.83 per work week	\$1.99 per work day to max of \$10.06 per work week
Vehicle Allowance - per km (Car)	\$0.91	\$0.92	\$0.94	\$0.94	\$0.94
Vehicle Allowance - per km (Motor Cycle)	\$0.31	\$0.31	\$0.32	\$0.32	\$0.32
Wet Work Allowance - per day	\$3.22	\$3.25	\$3.33	\$3.41	\$3.49



**Appendix B**  
**Education Support Officer**  
**Schedule 3 - Allowances - Eligibility Provisions**

<b>Allowance type</b>	<b>Applies to</b>	<b>Eligibility</b>	<b>Additional information</b>
First Aid allowance	ESO Does not apply to a nurse or an ESO employed for the majority of their duties as a first aid/health care officer.	Holds a current senior first-aid certificate (or its recognised equivalent) and is designated by the employer to perform first aid/health care duties.	This allowance is payable on a pro-rata basis to part-time employees.
Laundry allowance	ESO	Laundry allowance applies to laundering of a uniform or in circumstances where the employee launders personal protective equipment clothing.	
Meal allowance	ESO	Where the employer requires an employee to undertake more than 2 hours overtime after the completion of a full day's work (not <7.5 hours), the employer will either provide a meal or a meal allowance.	This allowance is payable on a per occasion basis.
On Call allowance	ESO	Payable to an employee who is required by the employer to hold themselves available to be recalled to work.  This allowance does not apply to an employee paid a sleepover allowance or where an employee is provided with reasonable accommodation, including living quarters, fuel and light, and available to the employee for their exclusive use at no cost to the employee.	One hour pay payable at the ordinary hourly rate for each period of up to 24 hours that the employee is required to be on call.
Personal Care Allowance	ESO	Payable to an employee for the provision of personal care (toileting, etc) to designated students.	This allowance is payable on a per annum basis.
Recall to duty allowance	ESO	Recalled by the employer outside of the employee's ordinary hours of duty – and where the recall is not continuous with the employee's ordinary hours of duty – to attend the workplace for emergencies etc.  No allowance is payable where the employee is provided with reasonable accommodation for the employee's exclusive use on or in close proximity to the school's premises.	A minimum of 3 hours at the appropriate overtime rate of pay.
Sleep-over allowance	ESO Does not apply to Boarding House Supervisory	Where the employer requires an ESO (who is not a Boarding House Supervisory Employee working in that capacity) to sleep over at a school camp/retreat for	The payment is for sleeping over to undertake duty of care requirements and to be on call for

	Employees working in that capacity.	a period outside of the employee's normal hours of work.	emergencies and for all work performed between the hours of 9pm and 8am. This allowance is payable on a per occasion basis.
Tool allowance	ESO-Tradespersons	Where tools not supplied by the employer.	This allowance is payable on a pro-rata basis to part-time employees.
Toxic substances allowance	ESO – groundstaff	Employees required to use, or work in close proximity to employees working with, toxic substances include epoxy based materials and all materials which include or require the addition of a catalyst hardener and reactive additives or two-pack catalyst systems are deemed to be materials of a like nature	This allowance is payable on an hourly basis.
Uniform allowance	ESO	Where an employer requires an employee to wear a uniform the employer will either provide the uniform (including maintenance and laundering); provide a uniform allowance and a laundry allowance; or reimburse the employee for the purchase of the uniform and provide a laundry allowance.	This allowance is payable on a daily basis depending on the number of days the employee works in a week.
Vehicle allowance	ESO	The allowance is payable where: An employee required by the employer to use the employee's motor vehicle in the performance of duties (e.g. business errands to bank post office etc). For required travel for attendance at PD/training above 140 kilometres per round journey. The allowance is not payable for travel to and from the required work location at the start or end of the employee's working day. Nor is it payable for attendance at required PD or training for travel less than 140 kilometres per return journey.	The evidence of kilometres travelled and claimed must be recorded in writing in a form as required by the employer.
Wet work allowance	ESO – groundstaff	Where an ESO works in a wet place where his or her clothing/feet become wet despite gum boots and protective clothing and despite exercising reasonable care.	This allowance is payable on a daily basis.

**Appendix C**  
**Indigenous Education Officer**  
**Schedule 1 - Salaries**

Grade	Year of Service	Salary as at 1st Full pay period on or after 1 October 2018	Salary as at 1st Full pay period on or after 1 May 2019	Salary as at 1st Full pay period on or after 1 May 2020	Salary as at 1st Full pay period on or after 1 May 2021	Salary as at 1st Full pay period on or after 1 May 2022
		1.35%	1%	2.35%	2.35%	2.35%
<b>IEO 1</b>	Year 1	\$56,789	\$57,357	\$58,705	\$60,085	\$61,497
	Year 2	\$60,041	\$60,641	\$62,066	\$63,525	\$65,018
	Year 3	\$61,165	\$61,777	\$63,229	\$64,715	\$66,236
	Year 4 or more	\$62,388	\$63,012	\$64,493	\$66,009	\$67,560
<b>IEO 2</b>	Year 1	\$64,247	\$64,889	\$66,414	\$67,975	\$69,572
	Year 2	\$68,074	\$68,755	\$70,371	\$72,025	\$73,718
	Year 3	\$71,194	\$71,906	\$73,596	\$75,326	\$77,096
	Year 4 or more	\$72,618	\$73,344	\$75,068	\$76,832	\$78,638
<b>IEO 3</b>	Year 1	\$73,745	\$74,482	\$76,232	\$78,023	\$79,857
	Year 2	\$76,869	\$77,638	\$79,462	\$81,329	\$83,240
	Year 3	\$79,992	\$80,792	\$82,691	\$84,634	\$86,623
	Year 4 or more	\$81,592	\$82,408	\$84,345	\$86,327	\$88,356
<b>IEO 4</b>	Year 1	\$82,860	\$83,689	\$85,656	\$87,669	\$89,729
	Year 2	\$84,772	\$85,620	\$87,632	\$89,691	\$91,799
	Year 3	\$86,686	\$87,553	\$89,610	\$91,716	\$93,871
	Year 4 or more	\$88,419	\$89,303	\$91,402	\$93,550	\$95,748
<b>IEO 5</b>	Year 1	\$89,746	\$90,643	\$92,773	\$94,953	\$97,184
	Year 2	\$92,676	\$93,603	\$95,803	\$98,054	\$100,358
	Year 3	\$95,609	\$96,565	\$98,834	\$101,157	\$103,534
	Year 4 or more	\$97,521	\$98,496	\$100,811	\$103,180	\$105,605
<b>Juniors</b>						
<b>76% of L1</b>		\$43,160	\$43,592	\$44,616	\$45,664	\$46,737
<b>82% of L1</b>		\$46,569	\$47,035	\$48,140	\$49,271	\$50,429
<b>89% of L1</b>		\$50,417	\$50,921	\$52,118	\$53,343	\$54,597
<b>97% of L1</b>		\$55,087	\$55,638	\$56,945	\$58,283	\$59,653

**Allowances**

For eligibility and detail of allowances refer to Appendix B Schedule 2

## Appendix D

### Catholic Professional Formation Allowances

#### Supplementary Information

#### 1.1 Catholic Professional Formation Allowances

- a) **Level 1** is payable annually to teachers who are currently completing an approved tertiary Catholic Studies program.
- b) **Level 2** is payable for 12 months only to teachers who have completed 4 units of an approved tertiary Catholic Studies program.
- c) **Level 3** is payable to teachers on an ongoing basis who hold CPF 2 and who continue each year to complete 2 approved CESA modules in the previous calendar year.
  - i) CPF Allowances are applicable only to teachers.
  - ii) Approved tertiary Catholic Studies programs include the ACU Leadership and RE Masters Programs, the UNISA Catholic Education Masters, the CTC Theological Studies Programs, the UNISA Graduate Certificate in Education (Catholic Education) or an equivalent program as determined by SACCS.
  - iii) A 'unit' is a 25 hour or equivalent subject in an approved program as determined by the above Teacher Accreditation Committee.
  - iv) CPF Allowances are payable in addition to, POR allowances, APRIM allowances, Highly Accomplished and Lead Teacher allowances and Advanced Skill Teacher positions.
  - v) Catholic Professional Formation Allowances are portable throughout the Catholic schools in South Australia.
  - vi) Catholic Professional Formation Allowances are payable in full, irrespective of FTE, to permanent, temporary or replacement teachers employed in Catholic schools or on approved leave from a Catholic school as at 1 September in the year of payment and who have completed the approved study in the previous year.

#### 1.2 Catholic Professional Formation Allowance Level 1

- a) CPF1 is paid for 12 months on an annually reviewed basis to teachers who are currently completing an approved tertiary Catholic Studies program.
- b) The allowance is paid as a lump sum payable in the school year after the year in which the approved study was undertaken. The lump sum payment is paid in the first full pay period on or after 1 September each year.
- c) Teachers are deemed to be completing a program whilst at least one approved unit is completed in the previous school year (1 February in the previous year to 31 January in the current year).
- d) Teachers are deemed to be eligible if they have met all requirements (including the submission of all assessment tasks) for the unit by 1 February in the year for which the allowance is claimed.
- e) If all assessment tasks for the unit are submitted by 1 February but a delay occurs because of the time needed to mark the tasks, the allowance will be paid provided all tasks are deemed to have been completed to the required standard.
- f) After teachers have completed 4 approved units, they become eligible for CPF 2 and the provisions of CPF 1 cease to operate.

### 1.3 **Catholic Professional Formation Allowance Level 2**

- a) CPF 2 is paid for 12 months to teachers who have completed 4 or more units in an approved tertiary Catholic Studies program.
- b) The allowance is paid as a lump sum payable in the school year after the year in which the approved study was undertaken. The lump sum payment is paid in the first full pay period on or after 1 September each year. Eligibility for the allowance is determined on the basis of teacher status with respect to approved unit completion as at 1 February each year.
- c) The provisions of CPF 2 cease to operate after the \$1,000 pa allowance has been paid to the teacher.

### 1.4 **Catholic Professional Formation Allowance Level 3**

- a) CPF 3 is paid on an annually reviewed basis to teachers who have already attained the requirements for CPF 2 and who have successfully completed at least 2 accredited CESA Catholic Studies modules in the previous school year (1 February to 31 January).
- b) The allowance is paid as a lump sum payable in the school year after the year in which the approved study was undertaken. The lump sum payment is paid in the first full pay period on or after 1 September each year.
- c) Eligibility for the allowance is determined on the basis of teacher status with respect to accredited module completion as at 1 February each year.
- d) Accredited CESA Catholic Studies Modules are available in two forms: system accredited and school accredited.
- e) At least one of the CESA Catholic Studies Modules completed in the previous school year must be system accredited.
- f) System accredited modules are accredited for a 12 month period by Catholic Education SA.
- g) A variety of system accredited modules shall be accredited from time to time on the basis of system priorities and planning as determined by Catholic Education SA.
- h) A system accredited module has the following characteristics:
  - i) is comprised of 8 hours and a 1,500 word assessment task;
  - ii) at least 6 of the 8 hours must be delivered by an approved presenter in the defined 12 month period;
  - iii) the remaining 2 hours may be completed in the context of professional reflection and application;
  - iv) the 1,500 word assessment task may be comprised of a number of elements which aggregate into the 1,500 word total;
  - v) successful completion of the module is determined by the approved presenter and will entail successful completion of requirements associated with the 8 hours and assessment task.
- i) School accredited modules are accredited by the principal in the teacher's school.
- j) A school accredited module has the following characteristics:
  - is approved by the principal;
  - is of 8 hours duration;

- at least 6 of the 8 hours are professional formation sessions in the domain of Catholic studies delivered in the defined 12 month period;
- the remaining 2 hours may be completed in the context of professional reflection and application;
- the domain of Catholic studies includes studies in Scripture, Theology, Spirituality, School charism, Religious Education and the religious dimension of the whole curriculum.

### 1.5 **Module Completion**

- a) Teachers are deemed to be eligible for CPF 3 if they have met all requirements (including the submission of all assessment tasks) for the module by 1 February in the year for which the allowance is claimed.
- b) If all assessment tasks for the module are submitted by 1 February but a delay occurs because of the time needed to determine that the tasks meet the required standard, the allowance will still be paid provided all tasks are deemed to have been completed to the required standard

### 1.6 **Presenters**

- a) Presenters for school accredited modules shall be approved by the principal.
- b) Presenters for system accredited modules shall be approved by the Assistant Director – Catholic Identity and Mission or delegate (Catholic Education SA) as appropriate.

### 1.7 **Record Keeping**

- a) The principal is responsible for certifying that the requirements for a school accredited module delivered in the previous year have been met by teachers seeking CPF 3 from his or her school.
- b) The Manager Religious Education and Faith Formation (or delegate) (Catholic Education SA) is responsible for maintaining records associated with the completion of system accredited modules.

## Appendix E

### Classification - Education Support Officers

#### 1.1 Definitions:

**Education Support Officers** means employees as defined as in clause 8.

**Other Professionals** is a sub-classification of the Education Support Officers classification structure. Employees who fit within this stream may vary but may include the following:

- social workers, counsellors (non-teachers), speech pathologists, psychologists, nurses and other professionals and para professionals.

**Services** is a sub-classification of the Education Support Officers classification structure. Employees who fit within this stream may include the following:

- ground staff, maintenance staff, canteen staff, cleaners, caretakers, handypersons, bus drivers, sales assistants, pool attendants, kitchen hands, laundry workers, cooks etc.

**Resources** is a sub-classification of the Education Support Officers classification structure. Employees who fit within this stream may vary but may include the following:

- librarians, information technology employees, book room employees, laboratory employees etc.

**Administration** is a sub-classification of the Education Support Officers classification structure. ESOs who fit within this stream may include the following:

- administrative assistants, assistant accountants, secretarial employees, clerical employees, sports administration officers (non-coaching), finance officers etc.

**Curriculum** is a sub-classification of the Education Support Officers classification structure. Employees who fit within this stream may include the following:

- special education assistants, adaptive education assistants, music instructors (non-teachers), music/dance/drama coaches (non-teaching), sports coaches (non-teaching), classroom assistant.

**Boarding House** is a sub-classification of the Education Support Officers classification structure. Employees who fit within this stream will be Boarding House Supervisory Employees only.

**Early Childhood Education/OSHC** is a sub-classification of the Education Support Officers classification structure. ESOs who fit within this stream will undertake early childhood including pre-school education and care work including in the Out of School Hours Care/Vacation Care service of the school.

All Education Support Officers must be classified in accordance with the classification structure as detailed in this Appendix E.

Any Education Support Officer may apply for re-classification to any other grade in the classification structure. An application for re-classification will be undertaken in accordance with clause 97 of this Agreement. (Re-classification and Role Review).



Employers must, by reference to the criteria prescribed below and the employee's prescribed duty statement, classify Education Support Officers at the relevant grade and within one of the following streams:

- Resources;
- Administration;
- Curriculum;
- Boarding House;
- Other Professionals;
- Services;
- Early Childhood Education/OSHC.

An ESO who has duties consistently traversing more than one stream will be classified within that stream which describes the major and substantial part of the ESO's allocated duties.

Nothing contained in this Appendix may be read or construed as limiting or affecting the right of an employer reasonably to require an employee of any classification at any time, or temporarily, to perform duties appropriate to other sub-classifications whether or not the duties are those normally attached to a higher or lower grade and sub-classification or any other duties associated with the conduct or operation of the school provided that the employee is appropriately trained and suffers no reduction in salary as a result.

*Note: The undertaking of duties at a particular grade presumes that the employee has the competence, skills and training to undertake any of the duties of a lower Grade within the stream(s) for which he or she is employed.*

## **Juniors**

With the exception of Boarding House Supervisory Employees to which positions of juniors must not be appointed, and Early Childhood Education /OSHC to which persons under 18 years must be supervised by an adult at all times, Junior Education Support Officers will be appointed to a grade commensurate with the position and paid in accordance with the applicable percentage according to his or her age as follows:

Under 18 years	=	60% of adult rate
At 18 years	=	70% of adult rate
At 19 years	=	80% of adult rate
At 20 years	=	90% of adult rate

## **1.2 Classification Evaluation Factors**

### **a) Supervision and Direction**

Education Support Officers are subject to various levels of supervision and direction, depending on the work and organisational context. A continuum of supervision and direction provides a measure of the level of independence given to the Education Support Officer.

### **b) Use of Knowledge and Expertise**

This factor relates to the degree of experience and knowledge and expertise required to perform the work competently. This may be gained through on-the-job experience, formal education, formal training, industry-recognised training, in-house or external training or a combination of these.

### **c) Use of Skills and Problem-solving**

This factor relates to the assessment of the nature and degree of problem solving required in the work. Problem solving is the process of defining and/or selecting the appropriate course of action where alternative courses of action are available.

**d) Control, authority and decision making**

This factor measures the degree of influence exercised by the Education Support Officer within the school; for example, the distinction between basic liaison in exchanging information and complex negotiation and persuasion and the extent of authority to make decisions.

**e) Judgement**

Judgement is the ability to form opinions, evaluations and to make decisions that reflect a clarity and depth of perception; show discernment or discrimination in practical matters and recognise the consequences of decisions or actions.

**f) Responsibility and Accountability**

This factor evaluates the degree to which an Education Support Officer is to be held accountable for the assigned work. Whether this resides totally or partially into a particular job or is held by the next level of management is a key issue.

**g) Responsibility for others**

This factor involves a continuum of responsibility for the outcomes and performance of others and will range from limited responsibility to extensive management responsibility.

*Note: Undertaking duties at a particular grade presumes that an employee may also undertake duties of a lower grade.*



ESO Grade 3		Holds a Certificate 3 or demonstrates equivalent competencies identified in relevant certifications at this grade					structured educational programs  May be expected to take a leading role when working with ESOs at 1A, 1
	<b><u>Low level of direct supervision but subject to Direction</u></b> Receives little direct supervision and generally is responsible to a higher grade ESO or teacher Receives direction covering the broader technical aspects of the work Subject to occasional checks to ensure satisfactory progress	Demonstrate a broad knowledge base incorporating a range of theoretical concepts Technically competent and well experienced Undertakes enquiries to clarify technical requirements Contribute to development of operational policy Holds a Certificate 4 or demonstrates equivalent competencies identified in relevant certifications at this grade	Apply solutions to a range of problems Analyse and plan approaches to technical problems or management requirements	Identify and apply skill and knowledge in some depth to most matters May be required to operate within a budget	Locate, analyse and evaluate information from a variety of sources	Take responsibility for own outcomes in relation to specified quality standards May be expected to take significant initiative and responsibility	May be required to supervise: - volunteers - students with formally identified special needs - students undertaking practical activities  May be expected to supervise ESOs at 1A, 1, 2

Evaluation Factors							
ESO Grade 4	Supervision and Direction	Use of Knowledge	Use of Skill and Problem Solving	Control, Authority and Decision-Making	Judgment	Responsibility and Accountability	Responsibility for Others
	<p><b><u>Moderate Direction</u></b></p> <p>Usually responsible to a senior member of staff</p> <p>Usually works within clear stated objectives</p> <p>Work is measured in terms of the achievement of stated objectives</p>	<p>Required to apply a broad knowledge base incorporating theoretical concepts, with substantial depth in some areas</p> <p>Fully competent in a technical sense and require little or no guidance during the performance of work</p> <p>Undertake research to obtain guidance as required in the achievement of stated objectives</p> <p>Holds a Diploma (comprising one year of full time study) or demonstrates equivalent competencies identified in relevant certifications at this grade.</p> <p>This level is also the level for a Director of an OSHC/Vacation Care program who is working towards the nationally approved qualifications equivalent to Grade 5 requirements.</p>	<p>Analyse, diagnose, design and implement solutions across a broad range of technical or management functions</p>	<p>Require a high degree of initiative, discretion and capacity to program their work</p> <p>May be required to prepare a budget</p>	<p>Evaluate information and use for forecasting, planning or research purposes</p>	<p>Responsible for own outcomes within broad parameters</p>	<p>May take limited responsibility for the achievement of group outcomes</p> <p>May be expected to supervise ESOs at 1A, 1, 2, 3</p>

4 cont.		This grade is also the entry level for newly qualified graduates whose position will develop into a Grade 5 or Grade 6 and who have completed a course of 2 or more full-time years in a specialized discipline. These employees will automatically progress to Grade 5 after 12 months' service and, where applicable, to Grade 6 after 12 months at Grade 5					
	<b>Minimal Direction</b> Usually responsible to a senior manager or executive and receives minimal direction: Requires no guidance during the performance of work	Apply specialised knowledge with depth in several areas Expected to have relevant, formal tertiary qualification equivalent to 2 years of full-time study (including a Diploma comprising 2 or more years of full-time study), or demonstrated equivalent competencies identified in relevant certifications Undertake research and investigations which may be extensive Inform the development of significant policies and strategies for the successful operation of the school or OSHC or Early Childhood service	Initiate, analyse, design, plan, execute and evaluate major, broad or highly specialised technical or management functions in varied or specialised contexts	Exercise substantial autonomy in decision-making for large or complex functions using a wide-range of, highly specialised technical, creative or conceptual skills (eg budget preparation)	Generate and evaluate ideas through the analysis of information and concepts at an abstract level	Accountable for own or service outcomes within broad parameters	Accountability for group or service outcomes within broad parameters May be expected to manage ESOs at 1A, 1, 2, 3, 4
ESO Grade 5							

ESO Grade 6	<p>Broad Direction Normally responsible to a senior manager or executive and receive broad direction</p> <p>Manages within broad policy objectives Influences the development of operational strategies and resource allocation and initiates developments in policy and, practices</p> <p>Determines priorities and practices which are based upon the broad policy objective</p>	<p>Demonstrate self directed development and achievement of broad or specialised areas of knowledge and skills</p> <p>Undertake research and investigation that lead to and inform the development of policy and strategies of significance to the strategic direction and governance of school</p> <p>Expected to have relevant, formal tertiary qualifications equivalent to 3 or more years of full-time study</p>	<p>As an experienced professional, applies knowledge and skills to perform complex tasks</p>	<p>Generate and evaluate complex ideas through the analysis of information and concepts at an abstract level</p> <p>Exercise significant and independent professional judgement based on extensive experience and an advanced level of expertise</p>		<p>Accountable for a broad range of personal and team or service outcomes</p> <p>Responsible for the overall planning of work for a function or service of significant scale or complexity.</p> <p>Responsible for the development of policy and practice directions for use by other ESO's</p>	<p>Demonstrate responsibility and broad-ranging accountability for the structure, management and outcomes of work of others or functions or service</p> <p>May be expected to manage ESOs at 1A, 1, 2, 3, 4, 5</p>
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### 1.3 Sub-Classifications

#### a) Resources Stream

##### i) Grade 1 - Resources

*Indicative tasks:*

##### **Library/Resource Centre**

- Report damage to equipment
- Assist with record keeping
- Assist with stocktaking
- Assist in the preparation of displays and exhibitions
- Assist users with basic school equipment
- Ensure supplies are replaced
- Ensure equipment is available as requested
- Cover books
- Tidy shelves
- Check items against invoices
- Unpack goods
- Perform desk duty – loans, returns, bookings, student sign ins etc.

##### ii) Grade 2 - Resources

*Indicative tasks:*

##### **Technology:**

- Assist with the creation and maintenance of system operation manuals, back-up systems, software licence register and history register
- Maintain ICT asset register for equipment, software and documentation
- Operate a wide range of audio visual or ICT equipment
- Provide technical support to teachers
- Assist with hardware and network maintenance
- Provide first level remote help desk support
- Use development software and ICT tools to build a basic website or other products as required

##### **Laboratory:**

- Prepare equipment and materials for teachers and students to undertake simple, practical activities
- Under clear instructions, prepare simple solutions, mixtures and compounds
- Clean and check that items (after class use) are complete, report faults or unsafe practices/actions.
- Label materials
- Order supplies and materials
- Assist with the design/demonstration of experiments and scientific equipment, as directed
- Report the need for replacement equipment.

- Assist with stocktaking
- Undertake minor repairs to equipment or minor maintenance
- Ensure safe storage of all chemicals
- Maintain clean, safe and orderly laboratories
- Care for animals and fish and their houses/cages, aquariums etc. and instruct students on their care
- Care for plants etc.
- Assist in the organisation of science events and competitions

#### **Library/Resource Centre:**

- Advise students and employees in basic use of library systems and equipment
- Demonstrate use of equipment as requested
- Research, prepare and set up displays
- Under direction, assist teachers with story groups
- Organise inter-library loans
- Assist with supervision of students in the library
- Assist in the training of student library monitors
- Produce resource materials (eg multi-media kits, video and film clips)

### **iii) Grade 3 - Resources**

#### *Indicative tasks:*

#### **Technology**

- Develop procedures to optimise effective use of hardware and software applications
- Demonstrate the effective use of hardware and software to employees
- Monitor the performance of the components of a computer network
- Provide user assistance and installation with applications, programs and hardware
- Handle written and verbal communications in a 'help desk' type environment
- Establish and maintain effective filing systems
- Identify, solve and rectify routine ICT operational problems
- Assist students to navigate through software or overcome system failures
- Prioritise urgency of competing demands for assistance and support

#### **Laboratory**

- Prepare equipment and materials for teachers and students to undertake practical activities which include some complexity
- Use standard procedures to prepare complex or hazardous solutions, mixtures and compounds
- Assist students with practical activities
- Maintain existing stock control systems, including reconciliation of stock records, investigating discrepancies and noting required repairs or disposals

- Report hazards to appropriate employee for follow up
- Prepare risk assessments and safe operating procedures for simpler tasks
- Work on a 1:1 basis with students during science practical experiments
- Identify new/revised laboratory safety requirements and recommend implementation

#### **Library/Resource Centre**

- Be responsible for daily operation of an established resource centre or specific section of a resource centre using substantial applied theoretical knowledge
- Demonstrate in depth use of SCIS for cataloguing
- Assist with AV and ICT resources including recording, editing and basic troubleshooting
- Collate borrowing and overdue lists, sending out overdue and other basic reports
- Assist with supervision and training of others
- Under direction assist with budget preparation and research
- Under direction, assist with evaluation and selection of new equipment
- Under direction, prepare purchase orders for equipment and materials
- Liaise with teachers and non-teachers with regard to identifying audio visual needs
- Provide assistance to students and employees in performing Resource Centre operating practices and in accessing reference materials
- Allocate work to and monitor work performed by volunteers
- Train volunteers
- Plan, organise and conduct tasks associated with the annual stock take
- Oversee the activities of small groups of students working independently in the Resource Centre

#### iv) **Grade 4 - Resources**

*Indicative tasks:*

##### **Technology**

- Assist with data and systems analysis and design
- Assist with application programming
- Monitor and maintain ICT systems and related computer, network and server applications
- Provide detailed ICT support to users
- Monitor the performance of, and carry out or arrange for repairs to specialised equipment
- Establish appropriate cataloguing systems
- Identify and recommend training needs
- Monitor and maintain hardware and software components of a computer network

##### **Laboratory**

- Demonstrate experiments or laboratory techniques
- Develop and implement measures for proper laboratory storage control and handling or disposal of dangerous and toxic substances
- Prepare equipment and materials for teachers and students to undertake complex practical activities
- Be responsible for the diet and housing of flora and fauna and lodge required government reports
- Maintain complex scientific equipment, monitor its performance, standardise and calibrate as necessary
- Prepare risk assessments and safe operating procedures for complex tasks performed
- Plan, schedule and timetable the use of science faculty facilities and negotiate with teaching staff on suitable room allocations
- Undertake purchasing associated with the science faculty
- Recommend alternative experiments and/or substitute substances
- Advise on chemicals or solutions deemed as dangerous and conditions for their use
- Dispose appropriately of chemicals and dangerous and toxic substances

##### **Library/Resource Centre**

- Liaise with other senior employees and teachers in relation to programs, resources and facilities
- Demonstrate advanced use of systems for retrieval of resources
- Manage the automated library system
- Use a high degree of specialised knowledge to catalogue and classify resources
- Organise stocktaking, analyse needs and produce report for management
- Undertake specific projects

- Provide advice to employees in relation to copyright
- Assist with budget preparation and research
- Supervise others including students and parents
- Assist with the evaluation and selection of equipment and make recommendations for purchase
- Prepare purchase orders

v) **Grade 5 - Resources**

*Indicative tasks:*

**Technology**

- Contribute to the development of ICT programs and policies and recommend changes and improvements
- Investigate, interpret and evaluate information for the guidance of users and management in ICT
- Provide advanced level advice to users in ICT
- Present prepared computer training courses
- Be responsible for the technical operation of the school's computerised reporting system
- Ensure all ICT network hardware, multi media equipment and peripheral devices are maintained in a safe working condition by undertaking or arranging for all required repairs and regular maintenance
- Assist teaching staff by providing practical and industry based information, ideas and perspectives to assist with lesson planning
- Provide assistance and instruction to students on specific ICT related matters such as software, hardware, equipment and devices

**Laboratory**

- Advise teachers on suitable techniques and procedures
- Design new practicals and advise teachers on new techniques, equipment and ideas for practical classes
- Propose budgetary recommendations
- Oversee the preparation and use of risk assessments and writing safe operating procedures for all tasks in the laboratory
- Develop and implement measures for safe handling and storage of hazardous substances
- Contribute to the technical and safety training of all personnel in the science areas

### **Library/Resource Centre**

- Manage the operation of a resource centre
- Provide critical and highly specialised support to significant education programs
- Make significant contributions to the development of technical and operational procedures
- Train employees and students in the use of the automated library system
- Maintain the resource centre intranet/web pages
- Identify and correct cataloguing and classification errors or anomalies
- Use network services effectively to facilitate access to information for employees and students
- Administer the allocation and monitoring of resources in the library

### **vi) Grade 6 - Resources**

*Indicative tasks:*

#### **Technology**

- Provide subject matter expertise or policy and planning advice
- Investigate, interpret and evaluate information for the guidance of users
- Responsible for the operation of an ICT or computing centre which provides complex and varied services
- Investigate and design the implementation of computer systems
- Develop, coordinate and present computer training courses
- Research and examine likely long-term requirements for ICT, prepare alternative plans and strategies and report on their feasibility

#### **Laboratory**

- Exercise significant and independent professional judgement based on extensive experience and an advanced level of technical expertise
- Manage the effective operation of the science laboratory complex and the implementation of strategies to assist in the delivery of key school objectives
- Make significant contributions to the development of technical and operational policy and procedures within the science areas
- Provide subject matter expertise and policy advice to manage stock control systems within budgetary restraints
- Responsible for laboratory safety including preparation and implementation of policy and procedures

### **Library/Resource Centre**

- Exercise significant and independent professional judgement based on extensive experience and an advanced level of technical expertise
- Manage the effective operation of the school library complex and the implementation of strategies to assist in the delivery of key school objectives
- Make significant contributions to the development of technical and operational policy and procedures within the school library complex
- Manage the allocation and monitoring of resources in the library
- Provide subject matter expertise and policy advice across a range of programs and activities undertaken by the school for faculty budget submission

### **b) Administration Stream**

#### **i) Grade 1 – Administration**

*Indicative tasks:*

##### **Administrative**

- Perform a range of clerical duties at a basic level, for example, filing, handling mail, maintaining records, data entry
- Operate routine office equipment, such as photocopier, scanner, facsimile, binding machine, guillotine, calculator etc.
- Operate a computer with 'office suite' applications at a basic but competent level: eg send and retrieve information using web browsers and email; locate and use relevant on-line information; apply techniques to produce digital images; maintain computer consumables
- Perform a reception function, including providing information, taking messages and making referrals in accordance with school procedures
- Operate telephone system at a basic level
- Monitor and maintain stocks of stationery/materials within established parameters, including re-ordering

##### **Finance**

- Perform minor cash transactions including receipting

#### **ii) Grade 2 – Administration**

*Indicative tasks*

##### **Administrative**

- Carry out a wide range of secretarial and clerical duties including word processing, maintain email and computerised records; filing in accordance with office policy; maintain records and record systems
- Arrange and organise group meetings and events including meetings with parents and external parties, parent teacher nights
- Use an 'office suite' and other applications including student reporting systems for external agencies and organisations
- Provide administrative support to school managers including diary systems, itineraries and appointments, routine correspondence, travel and accommodation bookings
- Co ordinate appointment times for job applicants and provide relevant and appropriate information to them



- Assist with general organisation of excursions e.g., booking transport and telephone contact with relevant organisations
- Provide meeting support including preparation of agendas from material provided; assemble documentation and distribute minutes
- Undertake mass production of printed material and documents including copying, collating, stapling, binding, folding and cutting
- Operate office equipment including effective use of the telephone system, photocopier, printer, facsimile, binding, franking machine and scanner
- Generate reports from a database
- Assist with enrolments including handling initial enquiries and interviews
- Undertake school reception duties including referring enquiries to appropriate employees
- Responsible for the publication and distribution of the weekly sports newsletter
- Liaise with coaches and sports coordinator to collate information for the newsletter
- Maintain intranet with up-to-date team lists and sporting information
- Maintain coach database

#### **Finance**

- Accurately enter and retrieve basic financial data from record systems
- Basic book-keeping (eg manage petty cash, cash receipting, collection and counting, account balancing and banking)
- Administer school banking
- Reconcile ledger and bank accounts
- Prepare routine financial reports for review and authorisation by others
- Inform budget managers of the status of spending against budget
- Provide supporting information to assist budget managers in the analysis of their budget position

### **iii) Grade 3 – Administration**

#### *Indicative tasks*

#### **Administrative**

- Undertake a wide range of secretarial and clerical duties at an advanced level
- Provide complex computer generated reports
- Competence in a range of computer software packages including the full 'office suite.' This may include formatting correspondence and reports, including indexing, merging documents with data, use of columns and tables and basic graphics
- Prepare Government and Statutory Authority returns for authorisation by others
- Manage enquiries from students, parents, employees and the general public, making appropriate notes and referrals and briefing management relating to any appointments as necessary
- Compile and issue enrolment packs to prospective families

- Review and finalise reports for external agencies and organisations including familiarisation with the requirements and procedures of those agencies and organisations
- Provide administrative support to management including minute taking, organising diaries and appointments, preparing papers or other written materials
- Provide a secretarial service to committee meetings including preparation and distribution of agendas, minute taking and following up matters identified for action
- Assist with the preparation of internal and external publications
- Maintain employee employment records
- Assist with procedures for new enrolments
- Demonstrate a high level of interpersonal skills

### **Finance**

- Prepare routine journal entries for posting to the ledger
- Undertake routine close off of monthly accounts
- Produce standard financial statements using an established accounting system
- Process invoices through to payment
- Review financial statements to identify and rectify anomalies
- Perform purchasing function including: determining quality and quantities required; obtaining quotes and negotiating with suppliers; analysing quotes and catalogues; and raising orders and arranging authorisations
- Calculate and maintain wage and salary records for the school payroll
- Maintain leave records
- Prepare and process payroll transactions for authorisation by others within set routines
- Prepare and despatch statements to debtors and payments to creditors, routine follow up on unpaid accounts including standard letters and reminder calls
- Provide standard information to employees on salaries and conditions of employment
- Demonstrate a high level of interpersonal skills
- Provide advice relating to routine teacher salary determinations
- Analyse debtor records, initiate and follow up on outstanding balances; negotiate payment terms under direction
- Attend to enquiries from parents regarding school fees and charges
- Plan and set up spreadsheets and database applications

#### iv) **Grade 4 - Administration**

##### *Indicative tasks*

##### **Administrative**

- Use computer software packages, including desk top publishing, database and/or web software and management information systems at an advanced level
- Undertake responsibility for special projects where an advanced level of clerical, administrative and organisation skills is required
- Liaise on behalf of the principal with school community and service providers
- Be responsible for the purchase of office equipment (after authorisation) and maintenance of office equipment
- Provide confidential secretarial support to management personnel including work of a highly confidential and sensitive nature
- Draft replies (for authorisation by others) to non-standard executive correspondence including confidential and sensitive correspondence and communications
- Design promotional, advertising and marketing materials at an advanced level
- Provide advice to other employees requiring knowledge of policies and procedures
- Supervise the operations of the school's processes in relation to overseas students and boarders including family liaison
- Draft correspondence which is more complex and which initiates or responds to new cases or situations
- Manage the hire and use of school facilities, including sporting and gym facilities
- Maintain the key register; monitor required access to areas, issue keys
- Undertake the role of co-curricular/extra-curricular coordinator by:
  - Formulating the sporting program in each season, including allocation of grounds; information to visiting schools; liaison with ground staff to ensure adequacy of facilities; practice/training schedules, organisation of and payment to umpires
  - Be responsible for the deployment of employees, old scholars and parents to manage sporting and co-curricular/extra-curricular activities
  - Be responsible for liaising with coaches in their role and referring issues where appropriate
  - Organise co-curricular/extra-curricular meetings of parents to establish parental support and involvement
  - Coordinate end of season functions for co-curricular/extra-curricular activities
  - Work with senior teaching staff to ensure student commitment to the co-curricular/extra-curricular policy

- Formulate and monitor budget for the co-curricular/extra-curricular program
- Promote and acknowledge the achievements of students in the co-curricular/extra-curricular program
- Develop the profile of the co-curricular/extra-curricular program

### **Finance**

- Prepare year end financial statements (for approval by others) for audit, including preparation and posting of year end journals and preparation of notes to financial statements
- Prepare reports for senior management involving some complexity and informed by a thorough understanding of the business operation of the school
- With limited guidance prepare reports suitable for use by senior management in planning and strategic decision-making
- Check work of accounts staff to ensure accuracy and timely completion of tasks. Apply acquired knowledge and school policies and procedures to ensure appropriate internal controls are established and maintained in accounting processes and systems
- Apply a detailed knowledge of the Enterprise Agreement and SACCS policies to enable provision of general advice to other employees
- Calculate, record and maintain employees leave entitlements records
- Interpret standard provisions of the Enterprise Agreement and employment contracts
- Prepare specialised salary and payroll calculations for approval by others
- Manage salary packaging and fringe benefit tax requirements with advice from others
- Under direction, calculate specialised requirements such as eligible termination payments, superannuation trust deed requirements, redundancy and workers compensation matters (subject to approval).
- Prepare non-standard and more complex financial reports for management review which may include analysis, interpretation and explanation of variances
- Manage the school's budget process (small schools)
- Apply inventory and purchasing control procedures
- Under direction, prepare grant applications and funding proposals
- Liaise with the Catholic Education Office regarding financial, funding and policy issues
- Manage grant moneys allocated to the school for specific projects
- Assist with school audit matters
- Negotiate with contractors over work requirements and costs/quotes

v) **Grade 5 - Administration**

*Indicative tasks*

**Administrative**

- Undertake personnel functions including assisting in the development of induction and orientation programs for new employees and volunteers
- Manage the maintenance of personnel records and provide advice regarding conditions of employment to employees
- Liaise with systemic/government organisations regarding policy and other matters
- Develop and implement procedures and school policies relating to student and employees safety and well-being
- Manage and maintain student records and other school records
- Determine and manage priorities of administrative support employees in consultation with the principal (or delegate)
- Develop and implement school filing and archiving systems and procedures
- Oversee professional development and training arrangements for Education Support Officers
- Develop and implement procedures and work practices for the administration areas of the school
- Review administrative operations and determine their effectiveness
- Ensure compliance to WH&S legislation applying to assets, grounds, buildings, facilities, machinery and equipment
- Provide leadership and direction to operational and strategic planning

**Finance**

- Provide financial, policy and planning advice which may include providing reports, statistical surveys and advice on regulations and procedures
- Provide leadership and direction in the planning, design and implementation of financial systems, controls, planning and budget processes
- Provide leadership in budget strategy for the school, having regard to long term financial objectives
- Negotiate with employees to finalise budget proposals for approval by senior management
- Develop and implement systems and procedures for implementation in accordance with school policy and ensure that they are maintained
- Coordinate the maintenance of buildings, grounds and facilities
- Participate in managing major works and redevelopments

vi) **Grade 6 - Administration**

*Indicative tasks*

**Administrative**

- Have overall responsibility for supervision of Education Support Officers
- Report to management/school board and make recommendations regarding the provision of services
- Liaise with heads of campus and heads of department regarding the provision of administrative support and office procedures
- Undertake a significant role in recruitment and promotion and reclassification processes
- Manage the work practices and priorities of Education Support Officers
- Manage significant and/or extensive projects and programs in accordance with school goals
- Generate innovative approaches to more effectively deploy resources, meet changing circumstances and improve services
- Ability to use highly developed interpersonal skills to influence, persuade and/or motivate others to achieve objectives critical to the employer and to resolve complex conflict situations
- Preparation of briefing notes and reports for senior management
- Identify inefficiencies and manage change requiring evaluating, analysing, developing and implementing revised systems and procedures
- Ensure that the school meets/complies with all industrial requirements and criteria
- Participate in the selection of non-teaching staff including determining job requirements and allocating/re-allocating individual human resources
- Ensure WH&S matters are dealt with expeditiously and in accordance with legislative requirements
- Oversee WH&S compliance throughout the school

**Finance**

- Provide strategic leadership and direction for the long-term forward planning of school finances, including operating and capital works plans
- Be responsible for formulating policies and providing specialist financial advice on policy formulation to senior management
- Report to the school board on financial matters
- Manage the preparation of the annual budget, including curriculum and grounds and facilities and provide regular financial statements to senior management/school board
- Coordinate accounting processes and ensure that all funds, including investments, are effectively accounted for according to school and applicable sector policies
- Prepare funding submissions
- Deputise for the Business Manager at meetings and briefings

**c) Services Stream**

**i) Grade 1A - Services**

*Indicative tasks*

- Perform general basic labouring tasks
- Perform basic gardening
- Perform basic maintenance
- Move furniture and equipment as directed
- Assist with basic duties in a school retail facility, such as canteen, uniform shop or book shop
- Perform basic laundry duties
- Perform basic cleaning duties
- Rake leaves; clean and empty litter bins
- Take general care of school vehicles, eg clean, check fuel, coolant, oil, tyres etc.
- Stack chairs and other set up rooms as directed

**ii) Grade 1 - Services**

*Indicative tasks*

- Perform unskilled gardening duties such as trimming trees and edges, cutting grass, weeding and watering of gardens and plants
- Undertake the application of fertilizers, herbicides etc under general supervision
- Routinely maintain indoor greenery
- Perform routine maintenance of turf, synthetic, artificial and other play surfaces
- Perform basic outdoor maintenance
- Assist trades personnel with manual duties
- Drive buses for less than 25 passengers
- Undertake elementary food preparation and duties including assembly, preparation and washing up
- Clean and tidy kitchen and equipment
- Perform general laundry duties
- Perform general house assistant duties in a boarding house, such as basic cleaning
- Clean and dust in classrooms or other public areas of the school
- Make and/or serve morning/afternoon tea, including washing up and tidying away
- Spot clean carpets and soft furnishings
- Operate hand held power equipment such as blowers, vacuum cleaners and polishers
- Toilet cleaning
- Telephone cleaning
- Cleaning of glass both internal and external
- Set up displays in uniform shop

### iii) **Grade 2 - Services**

#### *Indicative tasks*

- Perform gardening duties such as planting, sowing and preparing garden beds and rockeries
- Maintain gardens, sports grounds and/or facilities which includes the use of accredited trade skills in areas such as horticulture, gardening or the maintenance of sports grounds
- Operate, maintain and adjust turf machinery
- Operate ride-on powered machinery
- Identify and prepare reports in relation to workplace hazards
- Perform maintenance on gardening tools and equipment
- Perform laundry duties requiring the application of limited discretion
- Perform a range of security/patrol duties including responding to alarms, following emergency procedures and preparing incident reports
- Drive a bus with a carrying capacity of 25 or more passengers
- Undertake cooking duties
- Be responsible for the operation of the school canteen, uniform shop, book shop or gymnasium including the supervision of other employees
- Apply trade skills in construction, maintenance and repair tasks using precision hand and power tools and equipment
- Undertake a broad range of caretaker duties including supervising other employees
- Undertake carpet cleaning and other more specialised cleaning activities
- Order and distribute cleaning materials and coordinate and supervise cleaning employees

### iv) **Grade 3 - Services**

#### *Indicative tasks*

- Be responsible for monitoring, scheduling and supervising a range of property services functions of a small school or a discrete section of a large school maintenance program
- Be responsible for reading, interpreting and calculating information from production drawings, prints or plans
- Exercise high precision trade skills using various materials and/or specialised techniques
- Undertake on-the-job training in relation to other employees

### v) **Grade 4 - Services**

#### *Indicative tasks*

- Develop an annual work program for all outdoor employees that incorporates both future development and continued maintenance
- Be responsible for planning, development, monitoring, scheduling and supervising a range of property service functions in a medium to large school
- Be responsible for the operation and maintenance of all equipment.



- Be responsible for managing workplace health and safety for outdoor employees
- Be responsible for ensuring compliance with all relevant administrative systems
- Be responsible for developing and implementing training plans for all outdoor employees
- Provide input into budget preparations

vi) **Grade 5 - Services**

*Indicative tasks*

- Investigate and develop written plans and proposals necessary to implement changes to existing systems
- Prepare reports, proposals and submissions for school management and external bodies.
- Exercise a high level of management skills in a range of property services across campuses or in a multi-campus school
- Take a leading role in project management where required

vii) **Grade 6 - Services**

*Indicative tasks*

- Tasks identified with Grade 5 or more senior tasks and where the school requires the employee to hold the relevant qualifications

d) **Other Professionals Stream**

i) **Grade 4 - Other professionals**

**Chaplains**

*Indicative tasks*

- Assist school counsellors and wellbeing staff in the delivery of student welfare services
- Provide students and their families and employees with support and or appropriate referrals in difficult situations such as during times of grief or when students are facing personal or emotional challenges
- Support students to explore their spirituality and provide guidance about spirituality, values and ethical matters or referring students to, or sourcing appropriate services, to meet these needs
- Support students and employees to create an environment which promotes the physical, emotional, social and intellectual development and wellbeing of all students
- Be approachable to students, employees and members of the school community
- Support students and employees to create an environment of cooperation and mutual respect, promoting an understanding of diversity and the range of cultures and their related traditions.

### **Other professionals and para-professionals**

- Duties detailed in Grade 5 or Grade 6 below but where the employee is a newly qualified tertiary graduate in the relevant areas/disciplines. Employees will automatically progress to Grade 5 after 12 months service and where applicable, to Grade 6 after 12 months service at Grade 5

#### **ii) Grade 5 - Other professionals**

##### **Human resource officer**

###### *Indicative tasks*

- Assist school leadership to manage the human resources function for the school
- Use a number of management information systems to record, maintain and plan the school's human resources
- Organise employee welfare services such as health and wellbeing programs, first aid and fire warden training, superannuation and social activities
- Arrange and conduct employee training
- Maintain the personnel records of employees on matters such as salary, superannuation, leave and training and prepare associated management reports
- Develop job descriptions and position information documents for management
- Provide advice in relation to industrial relations and employee relations matters, including workers compensation

##### **Nurse**

- Provide school nursing services including required documentation and record keeping

##### **Counsellor**

- Provide guidance and counselling within defined accountabilities
- Liaise with outside counselling and service agencies and promote the school and community counselling services to the wider school community
- Provide individual counselling and small group counselling for students with special needs including grief and loss, anger management and other needs
- Act as a resource for teaching staff and parents to provide information about physical, social and emotional matters affecting students, the school and their families
- Be available to counsel students to resolve individual, peer group, social and emotional concerns
- Have involvement with orientation programs particularly with the key transition years
- Assist teachers in their teaching of health related topics such as student wellbeing and resilience.

### **Community Officer**

- In collaboration with school leadership, identify key issues and develop action plans to support the implementation of appropriate responses to meet the needs of families and students by:
  - Developing resources within the designated areas including writing submissions to source funding
  - Initiating and implementing new and innovative programs and the development of groups across the school community to improve their learning
  - Delivering engaging and relevant activities and programs that lead to measurable outcomes
  - Develop and maintain external partnerships with local services and community groups

### **Marketing Coordinator**

- Assist leadership to develop and implement marketing activities, including public relations, print and advertising
- Update and coordinate the website
- Design and implement marketing support materials
- Develop internal communications, such as contribution to newsletters and articles for website
- Ensure school image and standards are maintained

### **iii) Grade 6 - Other professionals**

#### **Nurse**

- Provide health counselling, health education and acting in a resource capacity to the school community, in addition to providing primary care and its associated administrative duties
- Responsible for the coordination, administration and management of the school's health service

#### **Counsellor**

- Undertake complex professional activities including research, including the selection and application, based on professional judgement, of new and existing techniques and methodologies requiring the exercise of professional independence combined with high levels of competence
- Identify policies and procedures requiring review or re-development and define all relevant issues
- Provide subject matter expertise and/or policy advice across a range of programs or activities undertaken by the school, formulate policies and provide specialist advice on policy formulation to senior management
- Manage the counselling services of the school

### **Speech pathologist/occupational therapist and other professionals**

- Provide specialist services to students
- Provide specialised advice to employees and the leadership team in their area of expertise
- Provide written submissions and reports as required

- Be accountable for the establishment, implementation and evaluation of systems to ensure a high standard service is provided
- Be responsible for a high standard of record keeping and documentation relevant to their area of expertise
- Be responsible for management and coordination responsibilities as required by school leadership

#### **Marketing Manager**

- Develop and communicate a marketing strategy for student recruitment and retention
- Keep up-to-date with market trends and conduct relevant research on a regular basis
- Develop and implement the Marketing Plan including market research, public relations, advertising, events program, publications, production of the prospectus
- Plan and organise visits by prospective parents, including employees liaison and tours of the school
- Maximise recruitment of new student enrolments through the planning, organisation and administration of promotional opportunities, including parent open days, scholarships and assessment days and other presentational occasions

#### **Human Resource Manager**

- Assist school leadership to manage the human resources function for the school including policy development, recruitment processes, industrial relations, workers compensation, employee induction, professional development and performance review
- Identify, develop and implement solutions across a range of human resource functions including workforce planning, managing performance, industrial relations, organisational restructuring, employee relations and employee development
- Develop and implement key change management strategies in collaboration with school leadership

### **e) Curriculum Stream**

#### **i) Grade 1 – Curriculum**

##### *Indicative tasks:*

- Assist with clerical duties associated with normal class activities
- Record student test results
- Maintain student records
- Assist with consent forms and other tasks associated with excursions
- Purchase materials as directed
- Maintain materials
- Assist with the collection, preparation and distribution of classroom materials
- Observe students and draw the attention of the teacher to them when necessary
- Provide general assistance of a supportive nature to teachers as directed
- Participate in team meetings

**ii) Grade 2 – Curriculum**

- Assist teachers with the care of students on excursions, sports days and other classroom activities
- Assist student learning, either individually or in groups, under the direct supervision of a higher level employee or a teacher using pre-prepared and structured programs
- Assist teachers with implementation of learning programs such as LAP, EAL support, Literacy and Numeracy support, Gifted and Talented programs etc
- Assist with communication between students and teachers, particularly the interpretation of instruction
- Assist in the translation of simple instructions
- Assist with physical requirements of students requiring special care
- Undertake sports coaching

**iii) Grade 3 – Curriculum**

- Assist student learning, where some discretion and judgement is involved, including evaluation and assessment, under the supervision of a teacher, of the learning needs of students
- Carry out a wide variety of tasks associated with classroom learning experiences (eg assisting teachers in preparing, implementing and supervising learning programs)
- Apply personal knowledge and initiative to suggest modifications to educational programs to meet the learning needs of specific students, subject to approval of the teacher
- Supervise and care for students with formally identified special needs
- Demonstrate practical activities within a variety of routines, methods and experiences under supervision of teachers where discretion and judgement are required
- Participate in the evaluation of programs and student involvement
- Provide yard duty support to teachers in accordance with school procedures
- Assist with identifying student learning/behaviour problems
- Provide specialist advice, under the supervision of senior personnel, to students in relation to handling and the use of materials and equipment eg photography, science experiments, video and audio taping, recording, document preparation on computers and language laboratories
- In consultation with employees, undertake specialist instruction to students in specific areas eg music, languages, dance, drama
- Assist in following up student assignments to ensure work is submitted
- In consultation with teachers and other employees, select reference materials and other educational tools

**iv) Grade 4 – Curriculum**

- Assist with student assessment and reporting
- Contribute to communications to parents/relevant therapists on progress of students
- Demonstrate an understanding of curriculum by adapting teaching aides

- Apply personal knowledge and initiative to modify education programs to meet the learning needs of specific students
- Develop the framework for and provide instruction to students within a structured learning environment by carrying out a wide variety of tasks associated with classroom learning experiences (eg assist teachers in preparing, implementing and supervising learning programs)
- Support student learning, either individually or in groups, with minimal teacher guidance
- Assist in the translation of documents
- Participate in parent teacher interviews as interpreter or translator
- Conduct and coordinate a school choir, band or musical ensemble or more than one of these (but without qualifications applicable to a higher grade)

**v) Grade 5 – Curriculum**

- Assist in providing strategic advice on support services and their impact on school curriculum and services
- Develop policy in relation to students for the unit/support services
- Compile student profiles for the use of unit/support services employees
- Act as a liaison between the school and relevant specialist community/business organisations
- Conduct and coordinate a school choir, band or musical ensemble or more than one of these (and hold relevant qualifications)

**vi) Grade 6 – Curriculum**

- Provide subject matter expertise or policy and planning strategic advice
- Manage a large specialised unit such as a Special Education Unit
- Coordinate policy development relevant to area of specialisation
- Provide strategic advice on specific support services and their impact on school curriculum and services
- Deliver professional support
- Develop student profiles for the use of Unit/support services employees
- Conduct and coordinate a school choir, band or musical ensemble or more than one of these (and hold relevant qualifications)

**f) Early Childhood Education/OSHC Stream**

**i) Grade 1A\* – Early Childhood Education/OSHC**

- Learn and implement the policies, procedures and routines and the requisite basic skills
- Learn how to establish positive, respectful relationships and interactions with children
- Learn how to attend to the physical, social and emotional needs of children on an individual or group basis
- Learn how to develop positive relationships with families attending the service
- Learn how to work as a part of a team
- Learn about the importance of National Quality Standard

- Ability to accept supervision and seek direction
- Perform basic duties including food preparation, cleaning or gardening

*\* An employee at Grade 1A will progress to Level 1 after a period of one year or earlier if the employer considers the employee capable of performing the work at the next level or if the employee actually performs the work at the next level.*

## ii) **Grade 1 – Early Childhood Education/OSHC**

- Assist in the implementation of the children's program under supervision
- Assist in the development of good relations with families attending the facility
- Contribute to a team approach to education and care
- Assist in the implementation of daily care routines
- Develop awareness of, and assist in maintenance of the health and safety of children in care
- Interact with children in a positive, sensitive and respectful manner
- Assist in the implementation of developmentally appropriate and inclusive programs for children reflecting the multi-cultural and social nature of the community and in keeping with the National Quality Standards
- Refer families to senior employees in a sensitive, supportive and professional manner
- Assist in the provision of support for additional needs of children with complex health support needs and/or disabilities
- Understand and work according to the policies and procedures as trained and inducted associated with the children's program and the National Quality Standard
- Actively contribute to the collaborative culture of the Service
- Be responsible for safe food preparation, cleaning, gardening or general maintenance under guidance
- Assist in ensuring that equipment is safely stored and well maintained
- Assist in the preparation of materials and equipment and packing up of the indoor and outdoor environment as planned in the program.

## iii) **Grade 2 – Early Childhood Education/OSHC**

- Assist in the preparation, implementation and evaluation of developmentally appropriate programs for individual children or groups
- Be responsible for recording observations of individual children or groups for program planning purposes for qualified employees
- Work with individual children with particular needs
- Work in accordance with food safety regulations
- Form positive relationships and appropriate interactions with children and families
- Implement positive behaviour management procedures
- Work with other team members in the inclusion, support and care of children

- Support the inclusion of children with additional needs, including children with disabilities, children with complex health support needs and children from culturally and linguistically diverse backgrounds.

iv) **Grade 3 – Early Childhood Education/OSHC**

- Responsible, in consultation with the Director, for the preparation, implementation and evaluation of a developmentally appropriate program for individual children in care consistent with the National Quality Standard
- Ensure a safe environment is maintained for children and employees.
- Ensure that records are maintained accurately for each child in the employee's care
- Develop, implement and evaluate daily care routines
- Meet the additional needs of children with complex health support needs, including personal hygiene and feeding
- Carry out administrative tasks including fee collection and receipting.
- Liaise with families
- Provide verbal and written information to families as delegated by the Director/school leadership
- Responsible to the assistant director/director for the supervision of students on placement
- Deal effectively and professionally in emergency or stressful situations
- Actively contribute to the development of strong team work skills and the creation of a supportive team environment.

v) **Grade 4 – Early Childhood Education/OSHC**

- Responsible for coordinating and directing the activities of employees, including the employees engaged in the implementation and evaluation of developmentally appropriate programs
- Oversee planning, development, implementation and evaluation of developmentally appropriate programs for children
- Contribute, through the Director or delegate to the development of Service policies and procedures
- Coordinate operations, including work health and safety, program planning, employee training
- Be responsible (where suitably qualified and certified) for the day-to-day management of the Service in the temporary absence of the Director and for management and compliance with the National Quality Standards, and all regulatory and statutory requirements
- Undertake additional responsibilities, including coordinating the activities of more than one group, supervising employees, trainees and students on placement and assisting in administrative functions.
- Assist in the development of collaborative partnerships between educators, families and support professionals
- Ability to undertake administrative functions of an OSHC Service including software programs for administering Child Care Benefit with the assistance of the Director/school leadership
- Participate in relevant financial checks and balance systems, as delegated by the Director/school leadership



- Participate in the regular written and verbal information about all relevant aspects of service delivery for families and how they can become involved
- Participate in relevant risk management strategies as delegated by the Director/school leadership.

vi) **Grade 5 – Early Childhood Education/OSHC**

- Responsible as the Director of an Out of School Hours Care/Vacation Care program of less than 80 children\* (and holds nationally approved qualifications which are, as a minimum, consistent with Grade 5 qualification requirements)
- Oversee and lead other employees to implement a recreation and leisure program based upon recognised School Age Care Framework (OSHC/Vacation Care)
- Work with other employees in observing, supporting and extending children's participation in the program
- Lead discussion on reflective practice and continuous improvement to achieve the National Quality Standard
- Lead and share information, knowledge and expertise on practice, policy developments and community changes that may impact on the service
- Build the capacity of employees by supporting and mentoring others to take on leadership roles in areas of expertise or of potential interest
- Actively engage employees in decision making, information sharing and reviewing performance to improve the service in response to the unique needs and circumstances of the children, families and community in which the service operates
- Supervise the quality, development, implementation and evaluation of programs and routines
- Plan for and facilitate the inclusion of children with additional needs, including children with disabilities, children with complex health support needs and children from linguistically and culturally diverse backgrounds
- Develop and supervise rosters to ensure that they meet child: employee ratio requirements
- Manage the purchase, provision, preparation, storage and labelling of a variety of nutritious and appropriate foods within regulated hygiene standards
- Manage, induct, assess and develop and train employees, volunteers and students as required
- Facilitate regular employees meetings and encourage collaborative contributions from employees
- Supervise and encourage employees, volunteers and students to develop strong teamwork skills and create a supportive team environment
- Support a culture of continuous learning for all employees of the service including self
- Develop collaborative partnerships between educators, families and support professionals
- Maintain day-to-day accounts and handle administrative matters

- Ensure the Service adheres to all relevant regulations and statutory requirements
- Develop and effectively manage employee records, including financial, workplace compliance, training and development and personal data
- Ensure regular liaison occurs with all stakeholders, all state and federal census is completed and submitted and all reports are prepared and tabled for the employer at each meeting
- Liaise with families and outside agencies
- Assist school management to formulate and evaluate annual budgets
- Assist school management in the development of policies and procedures for the service
- Develop, implement and review relevant risk management strategies as directed by the employer.

*\*A reference to less than 80 children means that on any particular day there are never more than 79 children in attendance at the same time. It does NOT mean the number of children enrolled in the Centre.*

#### **vii) Grade 6 – Early Childhood Education/OSHC**

- Responsible, as Director, for the overall management and administration of a Long Day Care Service or Early Learning Centre or a large OSHC/Vacation Care service of 80 or more children\*. At this level the employee is required to hold nationally approved qualifications which are consistent with Grade 6 qualification requirements
- Be responsible for the supervision, development, implementation and evaluation of the programs and routines
- Coordinate, supervise, direct and evaluate the activities of employees employed by the service
- Oversee and lead employees to implement a care and education program based upon the Early Years Learning Framework
- Demonstrate and share knowledge of child development and effective approaches to facilitating children's care and education programs consistent with the National Quality Standard
- Plan for and facilitate the inclusion of children with additional needs, including children with disabilities, children with complex health support needs and children from culturally and linguistically diverse backgrounds
- Lead discussion on reflective practice and continuous improvement.
- Actively engage employees in decision making, information sharing and reviewing performance to improve the service in response to the unique needs and circumstances of the children, families and community in which the service operates
- Lead and share information, knowledge and expertise on practice, policy developments and community changes that may impact on the program
- Build the capacity of all employees by support and mentoring others to take on leadership roles in areas of expertise or of potential interest
- Recruit employees in accordance with relevant regulations as directed by the Principal
- Maintain day-to-day accounts and handle administrative matters

- Ensure the facility adheres to all relevant regulations and statutory requirements
- Ensure the service meets the National Quality Standard.
- Liaise with families and outside agencies
- Formulate and evaluate annual budgets
- Develop and monitor relevant financial checks and balance systems
- Liaise and consult with school management in relation to events, staffing, child welfare and protection, WHS, curriculum and operational matters on a regular basis
- Liaise with other Early Childhood professionals within the school or Catholic sector
- In consultation with school management, develop parent information pamphlets and organise regular newsletters
- Ensure and respond to requests for information about their children's progress
- In consultation with school management, develop and maintain policies and procedures for the service.

*\*A reference to 80 or more children means that on any particular day there may be 80 children or more in attendance at the same time. It does NOT mean that there are 80 children or more enrolled in the Centre.*

#### **g) Boarding House Stream**

##### **i) Grade 1 – Boarding House**

- Live in an assigned boarding house suite
- Read entries in communication book
- Be accountable for whereabouts of students at all times
- Attend to tasks as described on the written schedule for the shift or as directed by senior employees
- Attend to and supervise sick/injured students
- Ensure the boarding house is tidy at all times
- Liaise with senior employees or the head of boarding re persistent behaviour problems
- Report safety issues
- Report maintenance issues
- Provide escort for students to use school facilities out of hours
- Be responsible for keys to facilities within the school
- Transfer/transport students to and from Curriculum Extension Activities
- Contribute to the spiritual dimension of the boarding house

##### **ii) Grade 2 – Boarding House**

- As above for Grade 1 but receiving general supervision only because of the physical location being separate from the Boarding House supervisor on duty

**iii) Grade 3 – Boarding House**

- Exercise responsibility for the functioning of the Boarding House
- Deputise as required for the person in charge of the Boarding House
- Be responsible for the welfare and safety of boarders at all times
- Organise day to day routines and rosters in the Boarding House
- Attend to routine disciplinary issues as they arise
- Consult with a designated leadership team member regarding more serious disciplinary issues
- Liaise with teachers regarding boarders
- Contribute to reports for inclusion in school reports
- Supervise other Education Support Officers in the Boarding House.

**iv) Grade 4 – Boarding House**

- Communicate with parents of boarders
- Organise excursions and other activities
- Assist boarders and liaise with parents regarding leave arrangements
- Write reports for inclusion in school reports
- Meet regularly with member(s) of the school's Leadership Team
- Develop guidelines and procedures consistent with SACCS policies and the local context.

**v) Grade 5 – Boarding House**

- Responsible in a managerial capacity for the creation and delivery of specialised programs relating to the welfare of the students
- Mentor and advise boarding house employees
- Attend school functions
- Participate in school committees and project teams as required as part of the Leadership Team
- Work with the school nurse to ensure that the health needs of boarders are met
- Contribute towards the development of the school's strategic objectives
- Develop short and long term goals for the boarding house
- Responsible for effective administration of the boarding house
- Implement and review policies in consultation with the Principal
- Liaise with other employees about the welfare of boarders
- Ensure appropriate supervision and support of boarding house employees
- Plan and organise professional development for boarding house employees
- Oversee the induction training and orientation of boarding house employees
- Oversee all boarding house rosters
- Liaise with property manager to ensure the boarding house is in good repair
- Ensure that effective security measures are maintained

- Liaise with relevant agencies
- Ensure the provision of regular activities for boarders
- Oversee leave arrangements for boarders.

vi) **Grade 6 – Boarding House**

- Tasks identified with Grade 5 or more senior tasks and where the school requires the Boarding House employee to hold the relevant qualifications for Grade 6.

## Appendix F

### Indigenous Education Officer Classification Criteria

#### 1.1 Application

For the purposes of this Appendix the classification criteria, which follow, provide guidelines for the establishment of the classification of individual employees, at various levels, within the Indigenous Education Officer structure. In determining the appropriate level for a particular employee, consideration must be given to both the characteristics and the typical duties prescribed for that level. While the employee's role will reflect a substantial part of the duties listed, it is not expected that any individual would undertake all of the duties listed at each level.

*Note: Where reference is made to the TAFE AEW Accredited Course (or its equivalent), equivalent shall mean relevant and available courses of a similar or comparable nature.*

#### LEVELS:

#### 1.2 Level 1 - Characteristics of the Level

- a) An Indigenous Education Officer at this level will be responsible to the Director of Catholic Education, through the Deputy Director Religious Identity and Leading Learning and the Coordinator of Indigenous Education. Indigenous Education Officers who are employed in a school will be answerable to the school principal on a day-to-day basis consistent with their role.
- b) Employees at this level will be subject to general direction and undertake a range of functions requiring the practical application of acquired skills and knowledge.
- c) Level 1 Indigenous Education Officers will be required to undertake the necessary study to become computer literate and to develop the interpersonal and professional practices, knowledge and skills, which are required to perform the functions of this level.
- d) An Indigenous Education Officer at this level will provide support to teachers, schools and Indigenous students and families by:
  - working in conjunction with the Coordinator of Indigenous Education to assist school personnel in developing a positive learning environment aimed at successful educational outcomes for indigenous students.
  - with guidance, providing support to teachers in the delivery of Indigenous studies in the classroom through cultural support.
  - working with parents/guardians of Indigenous students to promote good communication between home and School, including routine home visits.
  - assisting in the provision of information on any program designed to promote Indigenous student educational success and/or parent participation in School and education.
  - being aware of attendance trends of Indigenous students and, in consultation with the school Principal, take the necessary steps to ensure regular attendance, including home visits.
  - assist in countering racism
  - regularly liaise with the Coordinator of Indigenous Education.

#### 1.3 Level 2 - Characteristics of the Level

- a) An Indigenous Education Officer at this level will be responsible to the Director of Catholic Education, through the Deputy Director Religious Identity and Leading Learning and the Coordinator of Indigenous Education. Indigenous Education Officers who are employed in a school will be answerable to the school principal on a day-to-day basis consistent with their role.

- b) Employees at this level will undertake work of a more responsible nature in terms of scope and complexity and apply a higher level of skills and knowledge than required at level 1.
- c) The Indigenous Education Officer will undertake the TAFE AEW Accredited Course (or equivalent if available), and Catholic Studies courses of at least 25 hours duration and 4,500 words assessment or equivalent (suitable Catholic Studies courses will be negotiated with the Religious Education Team of Catholic Education SA). Indigenous Education Officers will be expected to complete the above in order to acquire the knowledge, skills and expertise to perform the functions required at this level. The Indigenous Education Officer will not be expected to undertake these courses simultaneously. It is expected that an employee of this level will be computer literate.
- d) An Indigenous Education Officer at this Level will provide support to teachers, schools and Indigenous students and families by:
  - assisting school personnel in developing a positive learning environment aimed at successful educational outcomes for indigenous students.
  - with guidance, assisting teaching staff in the classroom in areas relating to improved educational outcomes for indigenous students, particularly in literacy and numeracy.
  - providing support to teachers in one or more schools in the implementation of Indigenous studies and Indigenous Education.
  - working with parents/guardians of Indigenous students to promote communication between the home and the school and encouraging parent/family attendance at parent/teacher meetings. This may include home visits.
  - providing information and assisting in the formation of any program designed to promote parental participation in schools and education, including School Boards.
  - assisting families in applying for the ABSTUDY and any other program designed to promote Indigenous student educational success.
  - developing an understanding and working to promote the successful implementation of the Australian Government's Indigenous Education Programmes (IEP).
  - maintaining the existing community register to support Indigenous Studies programs.
  - liaising regularly with the Coordinator of Indigenous Education.

#### **1.4 Level 3 - Characteristics of the Level**

- a) An Indigenous Education Officer at this level will be responsible to the Director of Catholic Education, through the Deputy Director Religious Identity and Leading Learning and the Coordinator of the Indigenous Education. Indigenous Education Officers who are employed in a school will be answerable to the school principal on a day-to-day basis consistent with their role.
- b) Employees at this level will work under limited direction and will provide direction, advice and leadership to Catholic school communities in relation to Indigenous Studies and Indigenous Education.
- c) Indigenous Education Officers at this level will demonstrate specialised knowledge and will undertake study in or have completed the TAFE AEW Accredited Course (or equivalent if available), and Catholic Studies courses of at least 25 hours duration and 4,500 words assessment or equivalent (suitable

Catholic Studies courses will be negotiated with the Religious Education Team of Catholic Education SA). Indigenous Education Officers will be expected to complete the above in order to acquire the knowledge, skills and expertise to perform the functions required at this level. The Indigenous Education Officer will not be expected to undertake these courses simultaneously. It is expected that an employee of this level will be computer literate.

- d) An Indigenous Education Officer at this Level will provide support to teachers, schools and Indigenous students and families by:
- liaising with Early Years Teachers and assist them to gather crucial data related to the assessment of Indigenous students in the early years of school. This may include home visits.
  - assisting Teachers to case manage Indigenous students in relation to the IEP priorities and ensure they have access to student support funding, including ITAS if eligible, or any other program designed to promote student educational success. This may include home visits.
  - assisting the primary and secondary consultants in the delivery of professional learning opportunities in Indigenous studies and Indigenous perspectives across learning areas through:
    1. in-service sessions for teachers
    2. refining of in-service procedures offered to employees
    3. assessing Indigenous Studies resources
    4. providing cultural support
    5. curriculum development for schools and teachers
    6. information and liaison with cultural service providers to enhance Indigenous Studies programs
    7. accessing indigenous people able to support Indigenous Studies programs.
  - encouraging parental/family involvement in the education of their children by:
    1. encouraging indigenous students and families in Catholic Schools to attend Indigenous Education Team organised functions.
    2. making home visits and in collaboration with the school leadership assist Indigenous families to access counselling or any other professional service required.
    3. informing indigenous parents/carers of professional development opportunities and encouraging Indigenous parents/community members to apply for positions in Catholic Education SA.
    4. encouraging parent/family involvement in the development and implementation of strategies related to improving student achievement as identified in the IEP priorities.
    5. providing information on Catholic Schools and supporting families seeking enrolment.
  - assisting with training of casual indigenous employees engaged in supporting Indigenous Studies.
  - monitoring attendance information of indigenous students and through the school principal follow up where there are apparent issues.



- liaising with Department of Education, Employment and Workplace Relations (DEEWR) Field Officers and other government service providers on services to meet the identified needs of Indigenous students.
- work collaboratively with teachers of Indigenous students to implement strategies to improve student achievement particularly in the areas of literacy and numeracy.
- attending relevant Indigenous Education Officer meetings for Indigenous students with learning needs.
- supporting teachers and schools in countering racism.
- regularly liaising with the Coordinator of Indigenous Education.

#### 1.5 **Level 4 - Characteristics of the Level**

- a) An Indigenous Education Officer at this level will be responsible to the Director of Catholic Education, through the Deputy Director Religious Identity and Leading Learning and the Coordinator of the Indigenous Education.
- b) Employees at this level will apply a very high level of skills and expertise and will exercise managerial and coordinating responsibilities.
- c) Indigenous Education Officers at this level will have completed the TAFE AEW Accredited Course (or its equivalent if available), and will undertake to completion within 2 years Catholic Studies courses of at least 25 hours duration and 4,500 words assessment or equivalent (suitable Catholic Studies courses will be negotiated with the Religious Education Team of Catholic Education SA). Indigenous Education Officers will be expected to complete the above in order to acquire the knowledge, skills and expertise to perform the functions required at this level. Computer literacy is expected.
- d) An Indigenous Education Officer at this Level will provide support to teachers, Schools, Indigenous students and families and casual employees engaged in supporting Indigenous Studies in schools by:
  - assisting the Coordinator of Indigenous Education in the management of school based Indigenous Education Officers within a region or cluster of Schools.
  - assisting the Coordinator of Indigenous Education in managing, coordinating and employing casual Indigenous employees engaged to support Indigenous Studies programs.
  - working with personnel from the Catholic Education Office to promote the participation of Indigenous people at all levels of education in SA.
  - assisting with the delivery of training programs for Indigenous Education Officers.
  - creating and delivering training programs for casual employees.
  - working with indigenous organisations and/or community groups to identify potential providers of cultural support and/or casual employees.

- liaising with Department of Education, Employment and Workplace Relations (DEEWR) Management, and government and non-government service providers on services to meet the identified needs of indigenous students.
- developing and delivering programs to counter racism.
- regularly liaising with the Coordinator of Indigenous Education.

#### 1.6 **Level 5 - Characteristics of the Level**

- a) Employees at this Level will be responsible to the Director of Catholic Education for the supervision and management of the Indigenous Education Officers employed within Catholic Education in South Australia.
- b) An Indigenous Education Officer at this level will hold appropriate tertiary qualifications and will undertake to completion (within two years) Catholic Studies courses of at least 25 hours duration and 4,500 words assessment or equivalent (suitable Catholic Studies courses will be negotiated with the Catholic Identity & Mission Section of Catholic Education SA (or equivalent). The employee will have the necessary experience, and the very high level of skills and knowledge to provide critical advice, contribute to the development of policy and undertake a complex coordination role.
- c) An Indigenous Education Officer at this level will provide support to school leadership and school communities, Indigenous Education Officers and casual employees by:
  - supervising and managing of Indigenous Education Officers employed within Catholic Education SA.
  - advising the Coordinator of Indigenous Education, the Indigenous Education Advisory Committee and the CEO Leadership Team on issues affecting Indigenous Education Officers.
  - liaising with school leadership and personnel of Catholic Education SA to ensure the implementation of Australian Government IEP priorities and the SACCS Indigenous Education policy.
  - developing and delivering training programs to ensure the ongoing professional development of Indigenous Education Officers in Catholic Education SA.
  - liaising with DEEWR, DfE, AISSA (or equivalents) and other education providers in relation to Indigenous Education.
  - liaising with other supervisors/managers of Indigenous Education Officers employed by other education service providers in South Australia and interstate.
  - regularly liaising with the Coordinator of Indigenous Education.

## Appendix G

### Trade Trainers and Trade Trainers- Accountable Officers

#### 1.1 Trade Trainers

Conditions of employment for Trade Trainers will be in accordance with Education Support Officers except where detailed in this Appendix.

- a) Trade Trainers will hold a minimum Certificate 3 although normally it is expected that a Trade Trainer will hold a Certificate 4.
- b) All Trade Trainers must hold an Australian recognised qualification compliant with the Australian Skills Quality Authority (ASQA) and National Skills Standard Council (NSSC) requirements.

#### 1.2 Trade Trainers - Indicative duties

- Ensure all training is conducted in a manner compliant with WHS policies, procedures and guidelines.
- Deliver training programs to school based students, school based apprentices, signed apprentices, adult apprentices and full fee paying adult students.
- Assist with the recording of relevant information to meet all auditing requirements.
- Assist training Manager and RTO Manager with administration and record keeping of student competency achievement in accordance with the ASQA requirements.
- Keep abreast of developments to ensure training is relevant and meets legislated theory and assessment/industry/employer expectations.
- Provide a set of relevant learning objectives that comply with the Nationally Recognised Standard as required by ASQA.
- Plan delivery of training according to ASQA requirements.
- Record student/trainee attendance and performance.
- Liaise with Education and Training mentors, Accountable Officers and / or Training Manager updating them in student/apprentice progress (academic progress and behaviour) as required.
- Maintain training workshop, offices and learning areas in a safe, clean, tidy and well-organised manner.
- Turn off and make safe and secure all training machinery/plant and equipment at the conclusion of training activities.

#### 1.3 Salary

- a) The annual salary for Trade Trainers based on a fulltime employee (pro-rata for part-time) is set out in the following table.
- b) Trade trainers who are employed on a casual basis will be paid at the ordinary hourly rate of the annual salary plus the casual loading. The casual loading of 20% will increase in accordance with sub-clause 47.3 over the life of this agreement.

c) The hourly rate plus the casual loading is set out in the following table:

Trade Trainer Salaries	Salary as at 1st full pay period on or after 1 May 2020	Salary as at 1st full pay period on or after 1 May 2021	Salary as at 1st full pay period on or after 1 May 2022	Casual rate 22% loading as at ffpp on or after the EA operation date
	2.35%	2.35%	2.35%	
Annual Salary	\$76,996	\$78,805	\$80,657	\$80,657
Casual Hourly Rate	\$47.23	\$48.34	\$49.48	\$50.30

ffpp means first full pay period

d) For 2023 and 2024 any increases in accordance with sub-clause 45.3 additionally the casual loading will also increase in accordance with sub-clause 47.3.

#### 1.4 Trade Trainers - Accountable Officers

- Conditions of employment for Trade Trainers – Accountable Officers will be in accordance with Education Support Officers except where detailed in this Appendix.
- Trade Trainers – Accountable Officers will hold a minimum Certificate 3 in their area of expertise and a Certificate 4 in Training and Assessment.
- All Trade Trainers – Accountable Officers must hold an Australian recognised qualification compliant with the Australian Skills Quality Authority (ASQA) and National Skills Standard Council (NSSC) requirements.

#### 1.5 Trade Trainers – Accountable Officers Indicative duties (additional to trade trainer duties)

- In collaboration with the Training Manager, plan, prepare and deliver training according to training package requirements and in line with school resources.
- Conduct Recognised Prior Learning Assessments for existing adult employees.
- In collaboration with other team members, plan, prepare and deliver flexible learning and assessment strategies which meet the learning needs of students and which meet assessment guidelines and requirements.
- Provide training for apprentices as assigned by the training manager.
- Monitor student/apprentice progress and provide extra training support in a timely way.
- Refer students to the appropriate employee member in order for them to access the appeal and/or complaints process.
- Work (in collaboration with the Training Manager to ensure that trade trainers meet the duties, responsibilities and requirements of training and assessment.
- In collaboration with the Training Manager, contribute to the team effort by achieving outcomes.
- Be responsible for communicating work expectations, monitoring and appraising results; initiating systems of work and ensuring that policies and procedures are followed.

- In collaboration with the Training Manager drive quality assurance and continuous improvement.
- Provide assistance to the Training Manager and the Industry Consultant develop and maintain industry relationships.
- Undertake training outside of ordinary hours as required.
- Clarify and communicate information at all levels and in particular to students and stakeholders.
- In collaboration with Training Manager, manage diverse workloads and timeframes.

## 1.6 Salary and allowance

### a) Salary

Full-time (pro-rata for part-time) Trade Trainers – Accountable Officers will be paid the Trade Trainer salary as set out in Table 1 above plus an allowance relating to their duties which are additional to Trade Trainer duties (and detailed above) as follows:

Trade Trainer Accountable Officer Allowance	As at 1st full pay period on or after 1 May 2020	As at 1st full pay period on or after 1 May 2021	As at 1st full pay period on or after 1 May 2022
	2.35%	2.35%	2.35%
Allowance	\$3,111	\$3,184	\$3,259

b) For 2023 and 2024 any increases in accordance with sub-clause 45.3

## 1.7 Out of hours work

Trade Trainers and Trade Trainers- Accountable Officers who undertake evening classes outside of ordinary hours (8am – 6pm; Monday to Friday) will be paid the ordinary rate of pay plus a penalty of 15% of the ordinary time rate for hours worked outside of ordinary hours Monday – Friday.

## Appendix H Trainees

### 1.1 Definitions

In this Appendix:

**Adult trainee** is a trainee who would qualify for the highest minimum wage in Wage Level A, B or C if covered by that wage level.

**Approved training** means the training specified in the training contract.

**Australian Qualifications Framework (AQF)** is a national framework for qualifications in post-compulsory education and training.

**Out of school** refers only to periods out of school beyond Year 10 as at the first of January in each year and is deemed to:

- a) include any period of schooling beyond Year 10 which was not part of or did not contribute to a completed year of schooling;
- b) include any period during which a trainee repeats in whole or part a year of schooling beyond Year 10; and
- c) not include any period during a calendar year in which a year of schooling is completed.

**Relevant State or Territory training authority** means the bodies in the relevant State or Territory which exercise approval powers in relation to traineeships and register training contracts under the relevant State or Territory vocational education and training legislation.

**Relevant State or Territory vocational education and training legislation** means the following or any successor legislation:

*South Australian Skills Act 2008;*

**Trainee** is an employee undertaking a traineeship under a training contract.

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

**Training contract** means an agreement for a traineeship made between an employer and an employee which is registered with the relevant State or Territory training authority.

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

**Year 10** includes any year before Year 10.

## 1.2 Coverage

- a) Subject to sub-clauses 1.2 b) to 1.2 f). of this Appendix, this Appendix applies in respect of an employee covered by this Agreement who is undertaking a traineeship whose training package and AQF certificate level is allocated to a wage level by Schedule 1 to this Appendix or by sub-clause 1.2 d) of this Appendix.
- b) This Appendix only applies to AQF Certificate Level IV traineeships for which a relevant AQF Certificate Level III traineeship is listed in Schedule1 to this Appendix.
- c) This Appendix does not apply to the apprenticeship system or to any training program which applies to the same occupation and achieves essentially the same training outcome as an existing apprenticeship in an award as at 25 June 1997.
- d) This Appendix does not apply to qualifications not identified in training packages or to qualifications in training packages which are not identified as appropriate for a traineeship.
- e) Where the terms and conditions of this Appendix conflict with other terms and conditions of this Agreement dealing with traineeships, the other terms and conditions of this Agreement prevail.
- f) At the conclusion of the traineeship, this Appendix ceases to apply to the employee.

## 1.3 Types of Traineeship

The following types of traineeship are available under this Appendix:

- a) a full-time traineeship based on 37.5 ordinary hours per week, with 20% of ordinary hours being approved training; and
- b) a part-time traineeship based on less than 37.5 ordinary hours per week, with 20% of ordinary hours being approved training solely on-the-job or partly on-the-job and partly off-the-job, or where training is fully off-the-job.

## 1.4 Minimum wages for full-time traineeships

### a) **Wage Level A**

Subject to sub-clause 1.6 of this Appendix, the minimum wages for a trainee undertaking a full-time AQF Certificate Level I–III traineeship whose training package and AQF certificate levels are allocated to Wage Level A – refer to Schedule 1 of this Appendix H

### b) **Wage Level B**

Subject to sub-clause 1.6 of this Appendix, the minimum wages for a trainee undertaking a full-time AQF Certificate Level I–III traineeship whose training package and AQF certificate levels are allocated to Wage Level B – refer to Schedule 1 of this Appendix H.

c) **Wage Level C**

Subject to sub-clause 1.6 of this Appendix, the minimum wages for a trainee undertaking a full-time AQF Certificate Level I–III traineeship whose training package and AQF certificate levels are allocated to Wage Level C – refer to Schedule 1 of this Appendix H.

d) **AQF Certificate Level IV traineeships**

- i) Subject to sub-clause 1.6 of this Appendix, the minimum wages for a trainee undertaking a full-time AQF Certificate Level IV traineeship are the minimum wages for the relevant full-time AQF Certificate Level III traineeship with the addition of 3.8% to those minimum wages – refer to Schedule 1 of this Appendix H.
- ii) Subject to sub-clause 1.6 of this Appendix, the minimum wages for an adult trainee undertaking a full-time AQF Certificate Level IV traineeship – refer to Schedule 1 of this Appendix H.

**1.5 Minimum wages for part-time traineeships**

a) **Wage Level A**

Subject to sub-clauses 1.5 f) and 1.6 of this Appendix, the minimum wages for a trainee undertaking a part-time AQF Certificate Level I–III traineeship whose training package and AQF certificate levels are allocated to Wage Level A – refer to Schedule 1 of this Appendix H.

b) **Wage Level B**

Subject to sub-clauses 1.5 f) and 1.6 of this Appendix, the minimum wages for a trainee undertaking a part-time AQF Certificate Level I–III traineeship whose training package and AQF certificate levels are allocated to Wage Level B – refer to Schedule 1 of this Appendix H.

c) **Wage Level C**

Subject to sub-clauses 1.5 f) and 1.6 of this Appendix, the minimum wages for a trainee undertaking a part-time AQF Certificate Level I–III traineeship whose training package and AQF certificate levels are allocated to Wage Level C – refer to Schedule 1 of this Appendix H.

d) **School-based traineeships**

Subject to sub-clauses 1.5 f) and 1.6 of this Appendix, the minimum wages for a trainee undertaking a school-based AQF Certificate Level I–III traineeship whose training package and AQF certificate levels are allocated to Wage Levels A, B or C when the trainee works ordinary hours – refer to Schedule 1 of this Appendix H.

e) **AQF Certificate Level IV traineeships**

- i) Subject to sub-clauses 1.5 f) and 1.6 of this Appendix, the minimum wages for a trainee undertaking a part-time AQF Certificate Level IV traineeship are the minimum wages for the relevant part-time AQF Certificate Level III traineeship with the addition of 3.8% to those minimum wages- refer to Schedule 1 of this Appendix H.
- ii) Subject to sub-clauses 1.5 f) and 1.6 of this Appendix, the minimum wages for an adult trainee undertaking a part-time AQF Certificate Level IV traineeship – refer to Schedule 1 of this Appendix H.



**f) Calculating the actual minimum wage**

- i) Where the full-time ordinary hours of work are not 37.5 or an average of 37.5 per week, the appropriate hourly minimum wage is obtained by multiplying the relevant minimum wage in sub-clauses 1.5 a) – e of this Appendix by 37.5 and then dividing the figure obtained by the full-time ordinary hours of work per week.
- ii) Where the approved training for a part-time traineeship is provided fully off-the-job by a registered training organisation, for example at school or at TAFE, the relevant minimum wage in Schedule 1 of this Appendix H applies to each ordinary hour worked by the trainee.
- iii) Where the approved training for a part-time traineeship is undertaken solely on-the-job or partly on-the-job and partly off-the-job, the relevant minimum wage in Schedule 1 of this Appendix H minus 20% applies to each ordinary hour worked by the trainee.

**1.6 Other minimum wage provisions**

- a) An employee who was employed by an employer immediately prior to becoming a trainee with that employer must not suffer a reduction in their minimum wage per week or per hour by virtue of becoming a trainee. Casual loadings will be disregarded when determining whether the employee has suffered a reduction in their minimum wage.
- b) If a qualification is converted from an AQF Certificate Level II to an AQF Certificate Level III traineeship, or from an AQF Certificate Level III to an AQF Certificate Level IV traineeship, then the trainee must be paid the next highest minimum wage provided in this Appendix, where a higher minimum wage is provided for the new AQF certificate level.

**1.7 Default wage rate**

The minimum wage for a trainee undertaking an AQF Certificate Level I–III traineeship whose training package and AQF certificate level are not allocated to a wage level by Schedule 1 of Appendix C is the relevant minimum wage for a trainee undertaking an AQF Certificate to Level I–III traineeship whose training package and AQF certificate level are allocated to Wage Level B.

**1.8 Employment conditions**

- a) A trainee undertaking a school-based traineeship may, with the agreement of the trainee, be paid an additional loading of 25% on all ordinary hours worked instead of paid Annual Leave, paid Personal/Carer's Leave and paid absence on public holidays, provided that where the trainee works on a public holiday then the public holiday provisions of this Agreement apply.
- b) A trainee is entitled to be released from work without loss of continuity of employment and to payment of the appropriate wages to attend any training and assessment specified in, or associated with, the training contract.
- c) Time spent by a trainee, other than a trainee undertaking a school-based traineeship, in attending any training and assessment specified in, or associated with, the training contract is to be regarded as time worked for the employer for the purposes of calculating the trainee's wages and determining the trainee's employment conditions.

- d) Subject to sub-clause 1.2 e) of this Appendix, all other terms and conditions of this Agreement apply to a trainee unless specifically varied by this Appendix.

#### 1.9 Allocation of Traineeships to Wage Levels

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

##### a) Wage Level A

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

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

b) **Wage Level B**

<b>Training package</b>	<b>AQF certificate level</b>
Animal Care and Management	I II III
Asset Maintenance	I II III
Australian Meat Industry	I II III
Automotive Industry Manufacturing	II III
Automotive Industry Retail, Service and Repair	I II III
Beauty	II
Caravan Industry	II III
Civil Construction	I
Community Recreation Industry	III
Entertainment	I II III
Extractive Industries	II III
Fitness Industry	III
Floristry	II
Food Processing Industry	I II
Forest and Forest Products Industry	I II III
Furnishing	I II III
Gas Industry	I II
Health	II III
Local Government (Operational Works)	I II
Manufactured Mineral Products	I II
Metal and Engineering (Production)	II III
Outdoor Recreation Industry	I II III
Plastics, Rubber and Cablemaking	II
Printing and Graphic Arts	II III
Property Services	I II III

Training package	AQF certificate level
Public Safety	I II
Pulp and Paper Manufacturing Industries	I II
Retail Services	I II
Screen and Media	I II III
Sport Industry	II III
Sugar Milling	I II III
Textiles, Clothing and Footwear	I II
Transport and Logistics	I II
Visual Arts, Craft and Design	I II III
Water Industry	I II

c) **Wage Level C**

Training package	AQF certificate level
Agri-Food	I
Amenity Horticulture	I II III
Conservation and Land Management	I II III
Funeral Services	I II III
Music	I II III
Racing Industry	I II III
Rural Production	I II III
Seafood Industry	I II III

## Appendix H

### Schedule 1 - Trainee Wages

	Weekly Salary as at ffp1/10/18 1.35%			Weekly Salary as at ffp 1/5/19 1%			Weekly Salary as at ffp 1/5/20 2.35 %			Weekly Salary as at ffp 1/5/21 2.35 %			Weekly Salary as at ffp 1/5/22 2.35%		
	1.35%			1%			2.35%			2.35%			2.35%		
	Year 10 per week \$	Year 11 per week \$	Year 12 per week \$	Year 10 per week \$	Year 11 per week \$	Year 12 per week \$	Year 10 per week \$	Year 11 per week \$	Year 12 per week \$	Year 10 per week \$	Year 11 per week \$	Year 12 per week \$	Year 10 per week \$	Year 11 per week \$	Year 12 per week \$
<b>AQF - Certificate levels I - III traineeships</b>															
<b>Minimum wages for full-time traineeships</b>															
<b>(a) Wage Level A</b>															
School leaver	350.04	385.59	459.43	353.54	389.45	464.02	361.85	398.60	474.92	370.35	407.97	486.08	379.05	417.56	497.5
Plus 1 year out of school	385.59	459.43	534.64	389.45	464.02	539.99	398.60	474.92	552.68	407.97	486.08	565.67	417.56	497.5	578.96
Plus 2 years out of school	459.43	534.64	622.15	464.02	539.99	628.37	474.92	552.68	643.14	486.08	565.67	658.25	497.5	578.96	673.72
Plus 3 years out of school	534.64	622.15	712.39	539.99	628.37	719.51	552.68	643.14	736.42	565.67	658.25	753.73	578.96	673.72	771.44
Plus 4 years out of school	622.15	712.39		628.37	719.51		643.14	736.42		658.25	753.73		673.72	771.44	
Plus 5 or more years out of school	712.39			719.51			736.42			753.73			771.44		
<b>(b) Wage Level B</b>															
School leaver	350.04	385.59	447.13	353.54	389.45	451.60	361.85	398.60	462.21	370.35	407.97	473.07	379.05	417.56	484.19
Plus 1 year out of school	385.59	447.13	514.13	389.45	451.60	519.27	398.60	462.21	531.47	407.97	473.07	543.96	417.56	484.19	556.74
Plus 2 years out of school	447.13	514.13	603	451.60	519.27	609.03	462.21	531.47	623.34	473.07	543.96	637.99	484.19	556.74	652.98
Plus 3 years out of school	514.13	603	687.77	519.27	609.03	694.65	531.47	623.34	710.97	543.96	637.99	727.68	556.74	652.98	744.78
Plus 4 years out of school	603	687.77		609.03	694.65		623.34	710.97		637.99	727.68		652.98	744.78	
Plus 5 or more years out of school	687.77			694.65			710.97			727.68			744.78		
<b>(c) Wage Level C</b>															
School leaver	350.04	385.59	447.13	353.54	389.45	451.60	361.85	398.60	462.21	370.35	407.97	473.07	379.05	417.56	484.19
Plus 1 year out of school	385.59	447.13	503.18	389.45	451.60	508.21	398.60	462.21	520.15	407.97	473.07	532.37	417.56	484.19	544.88
Plus 2 years out of school	447.13	503.18	561.97	451.60	508.21	567.59	462.21	520.15	580.93	473.07	532.37	594.58	484.19	544.88	608.55
Plus 3 years out of school	503.18	561.97	626.24	508.21	567.59	632.50	520.15	580.93	647.36	532.37	594.58	662.57	544.88	608.55	678.14
Plus 4 years out of school	561.97	626.24		567.59	632.50		580.93	647.36		594.58	662.57		608.55	678.14	
Plus 5 or more years out of school	626.24			632.50			647.36			662.57			678.14		

	Weekly Salary as at fftp1/10/18 1.35%			Weekly Salary as at fftp 1/5/19 1%			Weekly Salary as at fftp 1/5/20 2.35 %			Weekly Salary as at fftp 1/5/21 2.35 %			Weekly Salary as at fftp 1/5/22 2.35%		
	Year 10 per week \$	Year 11 per week \$	Year 12 per week \$	Year 10 per week \$	Year 11 per week \$	Year 12 per week \$	Year 10 per week \$	Year 11 per week \$	Year 12 per week \$	Year 10 per week \$	Year 11 per week \$	Year 12 per week \$	Year 10 per week \$	Year 11 per week \$	Year 12 per week \$
<b>(d) AQF - Certificate level IV traineeships</b>															
<b>(i) Wage Level A</b>															
School leaver	376.82	415.09	494.57	380.59	419.24	499.52	389.53	429.09	511.26	398.68	439.17	523.27	408.05	449.49	535.57
Plus 1 year out of school	415.09	494.57	575.52	419.24	499.52	581.28	429.09	511.26	594.94	439.17	523.27	608.92	449.49	535.57	623.23
Plus 2 years out of school	494.57	575.52	669.73	499.52	581.28	676.43	511.26	594.94	692.33	523.27	608.92	708.60	535.57	623.23	725.25
Plus 3 years out of school	575.52	669.73	766.89	581.28	676.43	774.56	594.94	692.33	792.76	608.92	708.60	811.39	623.23	725.25	830.46
Plus 4 years out of school	669.73	766.89		676.43	774.56		692.33	792.76		708.60	811.39		725.25	830.46	
Plus 5 or more years out of school	766.89			774.56			792.76			811.39			830.46		
<b>(ii) Wage Level B</b>															
School leaver	376.82	415.09	481.32	380.59	419.24	486.13	389.53	429.09	497.55	398.68	439.17	509.24	408.05	449.49	521.21
Plus 1 year out of school	415.09	481.32	553.44	419.24	486.13	558.97	429.09	497.55	572.11	439.17	509.24	585.55	449.49	521.21	599.31
Plus 2 years out of school	481.32	553.44	649.12	486.13	558.97	655.61	497.55	572.11	671.02	509.24	585.55	686.79	521.21	599.31	702.93
Plus 3 years out of school	553.44	649.12	740.38	558.97	655.61	747.78	572.11	671.02	765.35	585.55	686.79	783.34	599.31	702.93	801.75
Plus 4 years out of school	649.12	740.38		655.61	747.78		671.02	765.35		686.79	783.34		702.93	801.75	
Plus 5 or more years out of school	740.38			747.78			765.35			783.34			801.75		
<b>(iii) Wage Level C</b>															
School leaver	376.82	415.09	481.32	380.59	419.24	486.13	389.53	429.09	497.55	398.68	439.17	509.24	408.05	449.49	521.21
Plus 1 year out of school	415.09	481.32	541.68	419.24	486.13	547.10	429.09	497.55	559.96	439.17	509.24	573.12	449.49	521.21	586.59
Plus 2 years out of school	481.32	541.68	604.96	486.13	547.10	611.01	497.55	559.96	625.37	509.24	573.12	640.07	521.21	586.59	655.11
Plus 3 years out of school	541.68	604.96	674.14	547.10	611.01	680.88	559.96	625.37	696.88	573.12	640.07	713.26	586.59	655.11	730.02
Plus 4 years out of school	604.96	674.14		611.01	680.88		625.37	696.88		640.07	713.26		655.11	730.02	
Plus 5 or more years out of school	674.14			680.88			696.88			713.26			730.02		

	Weekly Salary as at ffp 1/10/18 1.35%			Weekly Salary as at ffp 1/5/19 1%			Weekly Salary as at ffp 1/5/20 2.35 %			Weekly Salary as at ffp 1/5/21 2.35 %			Weekly Salary as at ffp 1/5/22 2.35%		
(e) AQF Certificate Level IV Adult traineeships	First yr of traineeship per week \$	Second & subsequent yr of traineeship per week \$		First yr of traineeship per week \$	Second & subsequent yr of traineeship per week \$		First yr of traineeship per week \$	Second & subsequent yr of traineeship per week \$		First yr of traineeship per week \$	Second & subsequent yr of traineeship per week \$		First yr of traineeship per week \$	Second & subsequent yr of traineeship per week \$	
Wage Level A	739.73	768.45		747.13	776.13		764.69	794.37		782.66	813.04		801.05	832.15	
Wage Level B	713.77	741.11		720.91	748.52		737.85	766.11		755.19	784.11		772.94	802.54	
Wage Level C	649.49	674.10		655.98	680.84		671.40	696.84		687.18	713.22		703.33	729.98	
	Weekly Salary as at ffp 1/10/18 1.35%			Weekly Salary as at ffp 1/5/19 1%			Weekly Salary as at ffp 1/5/20 2.35 %			Weekly Salary as at ffp 1/5/21 2.35 %			Weekly Salary as at ffp 1/5/22 2.35%		
AQF - Certificate levels I - III traineeships															
Minimum wages for part-time traineeships															
(e) Wage Level A	Year 10 per hour \$	Year 11 per hour \$	Year 12 per hour \$	Year 10 per hour \$	Year 11 per hour \$	Year 12 per hour \$	Year 10 per hour \$	Year 11 per hour \$	Year 12 per hour \$	Year 10 per hour \$	Year 11 per hour \$	Year 12 per hour \$	Year 10 per hour \$	Year 11 per hour \$	Year 12 per hour \$
School leaver	11.67	12.85	15.31	11.79	12.98	15.46	12.07	13.29	15.82	12.35	13.60	16.19	12.64	13.92	16.57
Plus 1 year out of school	12.85	15.31	17.83	12.98	15.46	18.01	13.29	15.82	18.43	13.60	16.19	18.86	13.92	16.57	19.3
Plus 2 years out of school	15.31	17.83	20.75	15.46	18.01	20.96	15.82	18.43	21.45	16.19	18.86	21.95	16.57	19.3	22.47
Plus 3 years out of school	17.83	20.75	23.75	18.01	20.96	23.99	18.43	21.45	24.55	18.86	21.95	25.13	19.3	22.47	25.72
Plus 4 years out of school	20.75	23.75		20.96	23.99		21.45	24.55		21.95	25.13		22.47	25.72	
Plus 5 or more years out of school	23.75			23.99			24.55			25.13			25.72		
(f) Wage Level B															
School leaver	11.67	12.85	14.91	11.79	12.98	15.06	12.07	13.29	15.41	12.35	13.60	15.77	12.64	13.92	16.14
Plus 1 year out of school	12.85	14.91	17.13	12.98	15.06	17.30	13.29	15.41	17.71	13.60	15.77	18.13	13.92	16.14	18.56
Plus 2 years out of school	14.91	17.13	20.10	15.06	17.30	20.30	15.41	17.71	20.78	15.77	18.13	21.27	16.14	18.56	21.77
Plus 3 years out of school	17.13	20.10	22.94	17.30	20.30	23.17	17.71	20.78	23.71	18.13	21.27	24.27	18.56	21.77	24.84
Plus 4 years out of school	20.10	22.94		20.30	23.17		20.78	23.71		21.27	24.27		21.77	24.84	
Plus 5 or more years out of school	22.94			23.17			23.71			24.27			24.84		



	Weekly Salary as at ffp 1/10/18 1.35%			Weekly Salary as at ffp 1/5/19 1%			Weekly Salary as at ffp 1/5/20 2.35 %			Weekly Salary as at ffp 1/5/21 2.35 %			Weekly Salary as at ffp 1/5/22 2.35%		
	Year 10 per hour \$	Year 11 per hour \$	Year 12 per hour \$	Year 10 per hour \$	Year 11 per hour \$	Year 12 per hour \$	Year 10 per hour \$	Year 11 per hour \$	Year 12 per hour \$	Year 10 per hour \$	Year 11 per hour \$	Year 12 per hour \$	Year 10 per hour \$	Year 11 per hour \$	Year 12 per hour \$
<b>(g) Wage Level C</b>															
School leaver	11.67	12.85	14.91	11.79	12.98	15.06	12.07	13.29	15.41	12.35	13.60	15.77	12.64	13.92	16.14
Plus 1 year out of school	12.85	14.91	16.76	12.98	15.06	16.93	13.29	15.41	17.33	13.60	15.77	17.74	13.92	16.14	18.16
Plus 2 years out of school	14.91	16.76	18.73	15.06	16.93	18.92	15.41	17.33	19.36	15.77	17.74	19.81	16.14	18.16	20.28
Plus 3 years out of school	16.76	18.73	20.88	16.93	18.92	21.09	17.33	19.36	21.59	17.74	19.81	22.10	18.16	20.28	22.62
Plus 4 years out of school	18.73	20.88		18.92	21.09		19.36	21.59		19.81	22.10		20.28	22.62	
Plus 5 or more years out of school	20.88			21.09			21.59			22.10			22.62		
<b>AQF - Certificate level IV traineeships</b>															
<b>Minimum wages for part-time traineeships</b>															
<b>(i) Wage Level A</b>															
School leaver	12.09	13.33	15.87	12.21	13.46	16.03	12.50	13.78	16.41	12.79	14.10	16.80	13.09	14.43	17.19
Plus 1 year out of school	13.33	15.87	18.48	13.46	16.03	18.66	13.78	16.41	19.10	14.10	16.80	19.55	14.43	17.19	20.01
Plus 2 years out of school	15.87	18.48	21.52	16.03	18.66	21.74	16.41	19.10	22.25	16.80	19.55	22.77	17.19	20.01	23.31
Plus 3 years out of school	18.48	21.52	24.63	18.66	21.74	24.88	19.10	22.25	25.46	19.55	22.77	26.06	20.01	23.31	26.67
Plus 4 years out of school	21.52	24.63		21.74	24.88		22.25	25.46		22.77	26.06		23.31	26.67	
Plus 5 or more years out of school	24.63			24.88			25.46			26.06			26.67		
<b>(ii) Wage Level B</b>															
School leaver	12.09	13.33	15.46	12.21	13.46	15.61	12.50	13.78	15.98	12.79	14.10	16.36	13.09	14.43	16.74
Plus 1 year out of school	13.33	15.46	17.78	13.46	15.61	17.96	13.78	15.98	18.38	14.10	16.36	18.81	14.43	16.74	19.25
Plus 2 years out of school	15.46	17.78	20.85	15.61	17.96	21.06	15.98	18.38	21.55	16.36	18.81	22.06	16.74	19.25	22.58
Plus 3 years out of school	17.78	20.85	23.78	17.96	21.06	24.02	18.38	21.55	24.58	18.81	22.06	25.16	19.25	22.58	25.75
Plus 4 years out of school	20.85	23.78		21.06	24.02		21.55	24.58		22.06	25.16		22.58	25.75	
Plus 5 or more years out of school	23.78			24.02			24.58			25.16			25.75		

	Weekly Salary as at ffp 1/10/18 1.35%			Weekly Salary as at ffp 1/5/19 1%			Weekly Salary as at ffp 1/5/20 2.35 %			Weekly Salary as at ffp 1/5/21 2.35 %			Weekly Salary as at ffp 1/5/22 2.35%		
	Year 10 per hour \$	Year 11 per hour \$	Year 12 per hour \$	Year 10 per hour \$	Year 11 per hour \$	Year 12 per hour \$	Year 10 per hour \$	Year 11 per hour \$	Year 12 per hour \$	Year 10 per hour \$	Year 11 per hour \$	Year 12 per hour \$	Year 10 per hour \$	Year 11 per hour \$	Year 12 per hour \$
<b>(iii) Wage Level C</b>															
School leaver	12.09	13.33	15.46	12.21	13.46	15.61	12.50	13.78	15.98	12.79	14.10	16.36	13.09	14.43	16.74
Plus 1 year out of school	13.33	15.46	17.40	13.46	15.61	17.57	13.78	15.98	17.98	14.10	16.36	18.40	14.43	16.74	18.83
Plus 2 years out of school	15.46	17.40	19.43	15.61	17.57	19.62	15.98	17.98	20.08	16.36	18.40	20.55	16.74	18.83	21.03
Plus 3 years out of school	17.40	19.43	21.66	17.57	19.62	21.88	17.98	20.08	22.39	18.40	20.55	22.92	18.83	21.03	23.46
Plus 4 years out of school	19.43	21.66		19.62	21.88		20.08	22.39		20.55	22.92		21.03	23.46	
Plus 5 or more years out of school	21.66			21.88			22.39			22.92			23.46		
	First yr of traineeship per hour \$	Second & subsequent yr of traineeship per hour \$		First yr of traineeship per hour \$	Second & subsequent yr of traineeship per hour \$		First yr of traineeship per hour \$	Second & subsequent yr of traineeship per hour \$		First yr of traineeship per hour \$	Second & subsequent yr of traineeship per hour \$		First yr of traineeship per hour \$	Second & subsequent yr of traineeship per hour \$	
<b>AQF Certificate Level IV Adult part-time traineeships</b>															
Wage Level A	24.67	25.62		24.92	25.88		25.51	26.49		26.11	27.11		26.72	27.75	
Wage Level B	23.80	24.71		24.04	24.96		24.60	25.55		25.18	26.15		25.77	26.76	
Wage Level C	21.66	22.47		21.88	22.69		22.39	23.22		22.92	23.77		23.46	24.33	
<b>AQF - Certificate levels I - III School based traineeships</b>	Year 11 or lower per hour \$	Year 12 per hour \$		Year 11 or lower per hour \$	Year 12 per hour \$		Year 11 or lower per hour \$	Year 12 per hour \$		Year 11 or lower per hour \$	Year 12 per hour \$		Year 11 or lower per hour \$	Year 12 per hour \$	
School-based traineeships	11.67	12.85		11.79	12.98		12.07	13.29		12.35	13.60		12.64	13.92	

## Appendix I Apprentices

### 1.1 Apprentices

- a) An apprentice means any person employed and registered in the form prescribed by the relevant State Apprenticeship Authority.
- b) For the purposes of this Agreement, an apprentice is an employee who is engaged under a Training Agreement registered by the relevant State or Territory Training or apprenticeship Authority, where the qualification outcome specified in the Training agreement is a relevant qualification from a Training Package endorsed by the National Training Framework Committee.
- c) An apprentice will also include an employee who is engaged under a Training Agreement or Contract of Training for an apprenticeship declared or recognised by the relevant State or Territory Training or Apprenticeship Authority.
- d) Subject to appropriate State legislation, an employer must not employ an unapprenticed junior in a trade provided for in this Agreement.
- e) In order to undertake trade training in accordance with this Appendix a person must be a party to a contract of apprenticeship training or training agreement in accordance with the requirements of the relevant Apprenticeship authority or State legislation. The employer must provide access to training consistent with the contract or training agreement without loss of pay.
- f) An apprentice who attends a technical school and presents reports of satisfactory attendance and conduct must be reimbursed by their employer for all fees paid by the apprentice in respect of any course prescribed, at the end of each term.
- g) The probationary period of an apprentice must be as set out in the training agreement or contract of apprenticeship consistent with the requirements of the Apprenticeship Authority or State legislation but must not exceed three months.
- h) An apprentice who is under 21 years of age on completion of their apprenticeship and who is employed in the occupation to which they were apprenticed will be paid not less than the adult rate prescribed for that classification.
- i) Except as provided in this Appendix or where otherwise stated all conditions of employment specified in this Agreement will apply to apprentices.
- j) No apprentice under the age of 18 years will be required to work overtime unless they request to work overtime. An apprentice must not work or be required to work overtime at times which would prevent their attendance at technical school as required by this Agreement or by State legislation.
- k) No apprentice under the age of 18 years will be employed on any shift other than day shift. An apprentice over the age of 18 years, by mutual agreement may be required to work on an afternoon shift provided such shiftwork does not prevent their attendance at technical school as required by this Agreement or by State legislation.
- l) An apprentice must not work under any system of payment by results.

- m) An employer must allow an apprentice to take time off during working hours to attend available classes. In order to be entitled to the time off the apprentice must produce a card showing the employee's attendance at school for the period.
- n) The provisions of this Appendix will be read in conjunction with any state legislation or regulation relating to apprentices.
- o) Provisions of any State legislation or regulation relating to the attendance of apprentices at technical school during ordinary working hours or to disciplinary powers of Apprenticeship Authorities over apprentices and employers are deemed not to be inconsistent with this Agreement.
- p) Apprentices are entitled to the NES, as supplemented by this Agreement, except with respect to Notice of Termination and Redundancy pay.
- q) The ordinary hours of work of apprentices must not exceed those of the tradespersons employed under this Agreement.
- r) The number of apprentices that may be employed by an employer at any time in the said trade or trades must not exceed the proportion of one apprentice for each individual tradesperson employed by the employer in such trade.

## 1.2 **School-based Apprentices**

- a) A school-based apprentice is a person who is undertaking an apprenticeship in accordance with this Appendix while also undertaking a course of secondary education.
- b) A school-based apprenticeship may be undertaken in the trades covered by this Agreement under a training agreement or contract of training for an apprentice declared or recognised by the relevant State or Territory authority.
- c) The relevant minimum wages for full-time junior and adult apprentices provided for in this Agreement, calculated hourly, will apply to school-based apprentices for total hours worked including time deemed to be spent in off-the-job training.
- d) For the purposes of sub-clause 1.2 c), where an apprentice is a full-time school student, the time spent in off-the-job training for which the apprentice must be paid is 25% of the actual hours worked each week on-the-job. The wages paid for training time may be averaged over the semester or year.
- e) A school-based apprentice must be allowed, over the duration of the apprenticeship, the same amount of time to attend off-the-job training as an equivalent full-time apprentice.
- f) For the purposes of this Appendix, off-the-job training is structured training delivered by a Registered Training Organisation separate from normal work duties or general supervised practice undertaken on the job.
- g) The duration of the apprenticeship must be as specified in the training agreement or contract for each apprentice but must not exceed six years.
- h) School-based apprentices progress through the relevant wage scale at the rate of 12 months progression for each two years of employment as an apprentice.

- i) The apprentice wage scales are based on a standard full-time apprenticeship of four years (unless the apprenticeship is of three years duration). The rate of progression reflects the average rate of skill acquisition expected from the typical combination of work and training for a school-based apprentice undertaking the applicable apprenticeship.
- j) If an apprentice converts from school-based to full-time, all time spent as a full-time apprentice will count for the purposes of progression through the relevant wage scale in addition to the progression achieved as a school-based apprentice.
- k) School-based apprentices are entitled pro-rata to all of the other conditions in this Agreement.

### 1.3 Rates of pay

- a) An apprentice, other than an adult apprentice, will be paid a percentage of the Grade 1, Year 1 Education Support Officer salary in Appendix B as follows:

<b>Year of apprenticeship</b>	<b>% of Grade1, Year 1 rate</b>
1 <sup>st</sup> year	55%
2 <sup>nd</sup> year	65%
3 <sup>rd</sup> year	75%
4 <sup>th</sup> year	90%

- b) The rate of pay for an adult apprentice will be the rate prescribed for Grade 1, Year 1 Education Support Office salary in Appendix B.
- c) A person employed by an employer under this Agreement immediately prior to entering a training agreement as an adult apprentice with that employer must not suffer a reduction in their salary by virtue of entering into the training arrangement provided that the person has been an employee in that enterprise for at least six months as a full-time employee or twelve months as a part-time or regular and systematic casual employee immediately prior to commencing the apprenticeship. For the purpose only of fixing a minimum salary, the adult apprentice must continue to receive the salary applicable to the classification in which the adult apprentice was engaged immediately prior to entering into the training agreement.

## Appendix J Supported Wage Provisions

1.1 This Appendix defines the conditions which will apply to employees who because of the effects of a disability are eligible for a supported wage under the terms of this Agreement.

1.2 In this Appendix:

- a) **approved assessor** means a person accredited by the management unit established by the Commonwealth under the supported wage system to perform assessments of an individual's productive capacity within the supported wage system.
- b) **assessment instrument** means the tool provided for under the supported wage system that records the assessment of the productive capacity of the person to be employed under the supported wage system.
- c) **disability support pension** means the Commonwealth pension scheme to provide income security for persons with a disability as provided under the *Social Security Act 1991* (Cth), as amended from time to time, or any successor to that scheme.
- d) **relevant wage** means the salary as detailed in Appendix B or Appendix C of this Agreement for the class of work for which an employee is engaged.
- e) **supported wage system (SWS)** means the Commonwealth Government system to promote employment for people who cannot work at full award wages because of a disability, as documented in the Supported Wage System Handbook. The Handbook is available from the following website:  
[www.jobaccess.gov.au](http://www.jobaccess.gov.au)
- f) **SWS wage assessment agreement** means the document in the form required by the relevant Commonwealth Government department that records the employee's productive capacity and agreed wage rate.

### 1.3 Eligibility criteria

- a) Employees covered by this Appendix will be those who are unable to perform the range of duties to the competence level required within the class of work for which the employee is engaged under this Agreement, because of the effects of a disability on their productive capacity and who meet the impairment criteria for receipt of a disability support pension.
- b) This Appendix does not apply to any existing employee who has a claim against the employer which is subject to the provisions of workers compensation legislation or any provision of this Agreement relating to the rehabilitation of employees who are injured in the course of their employment.

### 1.4 Supported wage rates

- a) Employees to whom this Appendix applies will be paid the applicable percentage of the salary for the class of work for which the employee is engaged as detailed in Appendix B or Appendix C of this Agreement according to the following schedule:

<b>Assessed capacity (clause 1.5 )</b>	<b>Relevant salary</b>
%	%
10	10
20	20
30	30
40	40
50	50
60	60
70	70
80	80
90	90

- b) Provided that the minimum amount payable must be not less than \$97 per week as at ffp1 May 2020; or \$99 per week as at ffp1 May 2021; or \$101 per week as at ffp 1 May 2022. Thereafter for 2023 and 2024 adjusted in accordance with sub-clause 45.3.
- c) Where an employee's assessed capacity is 10%, they must receive a high degree of assistance and support.

#### **1.5 Assessment of capacity**

- a) For the purpose of establishing the percentage of the relevant wage, the productive capacity of the employee will be assessed in accordance with the Supported Wage System by an approved assessor, having consulted the employer and employee and, if the employee so desires, the union.
- b) All assessments made under this Appendix must be documented in an SWS wage assessment agreement, and retained by the employer as a time and wages record in accordance with the Act.

#### **1.6 Lodgement of SWS wage assessment agreement**

- a) All SWS wage assessment agreements under the conditions of this Appendix, including the appropriate percentage of the relevant wage to be paid to the employee, must be lodged by the employer with the Fair Work Commission.
- b) All SWS wage assessment agreements must be agreed and signed by the employee and employer parties to the assessment. Where a union which has an interest in the Agreement is not a party to the assessment, the assessment will be referred by the Fair Work Commission to the union by certified mail and the agreement will take effect unless an objection is notified to the Fair Work Commission within 10 working days.

#### **1.7 Review of assessment**

The assessment of the applicable percentage should be subject to annual or more frequent review on the basis of a reasonable request for such a review. The process of review must be in accordance with the procedures for assessing capacity under the supported wage system.

#### **1.8 Other terms and conditions of employment**

Where an assessment has been made, the applicable percentage will apply to the relevant wage only. Employees covered by the provisions of this Appendix will be

entitled to the same terms and conditions of employment as other workers covered by this Agreement on a pro-rata basis.

#### **1.9 Workplace adjustment**

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

#### **1.10 Trial period**

- a) In order for an adequate assessment of the employee's capacity to be made, an employer may employ a person under the provisions of this Appendix for a trial period not exceeding 12 weeks, except that in some cases additional work adjustment time (not exceeding four weeks) may be needed.
- b) During that trial period the assessment of capacity will be undertaken and the percentage of the relevant wage for a continuing employment relationship will be determined.
- c) Provided that the minimum amount payable must be not less than \$97 per week as at ffpp1 May 2020; or \$99 per week as at ffpp1 May 2021; or \$101 per week as at ffpp 1 May 2022. Thereafter for 2023 and 2024 adjusted in accordance with sub-clause 45.3.
- d) Work trials should include induction or training as appropriate to the job being trialled.
- e) Where the employer and employee wish to establish a continuing employment relationship following the completion of the trial period, a further contract of employment will be entered into based on the outcome of assessment under sub-clause 1.8.



## SIGNATORIES TO THE AGREEMENT

Signed for and on behalf of South Australian Catholic school employers:

- (i) Catholic Church Endowment Society Incorporated
- (ii) The Catholic Diocese of Port Pirie Incorporated
- (iii) Trustees of Edmund Rice Education Australia
- (iv) Blackfriars Priory School
- (v) St Ignatius' College (Adelaide) Limited
- (vi) Marist Schools Australia Limited (MSA Ltd)
- (vii) Sisters of St Joseph Mary Mackillop College Kensington Limited
- (viii) Loreto Marryatville Limited
- (ix) St Dominic's Priory College Ltd
- (x) Cabra Dominican College Limited
- (xi) St Mary's College Limited
- (xii) St Columba College Munno Para Incorporated
- (xiii) Mercy Education Limited
- (xiv) Catholic Special Schools Incorporated
- (xv) St Michael's College Adelaide
- (xvi) Kildare Education Ministries Limited.

by

**Name:** Mr Michael Desmond Kenny  
Leader, Enterprise Agreement Negotiations

**Address:** Catholic Education Office, 116 George Street, Thebarton, South Australia 5031

Mr Kenny (of Catholic Church Endowment Society Incorporated) is the person nominated by the employers in (i)-(xvi) above to make applications under the *Fair Work Act* 2009 as detailed in the single interest authorisation Order of the Fair Work Commission dated 4 December 2019 (PR714891) and replaced by the Fair Work Commission on 14 March 2020 (PR714891) and varied by the Fair Work Commission on 24 November 2020 (PR724805) and 12 October 2021 (PR734803) and 7 December 2021 (PR736483).

Signed:



Signed as a bargaining representative for members of the Independent Education Union of Australia by:

**Name:** Mr Glen Peter Burton Seidel  
Secretary, Independent Education Union of South Australia

**Address:** Independent Education Union of Australia, 213 Currie Street, Adelaide, South Australia, 5000

Signed:



## Schedule 2.2 Model flexibility term

(regulation 2.08)

### Model flexibility term

- (1) An employer and employee covered by this enterprise agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the agreement if:
  - (a) the agreement deals with 1 or more of the following matters:
    - (i) arrangements about when work is performed;
    - (ii) overtime rates;
    - (iii) penalty rates;
    - (iv) allowances;
    - (v) leave loading; and
  - (b) the arrangement meets the genuine needs of the employer and employee in relation to 1 or more of the matters mentioned in paragraph (a); and
  - (c) the arrangement is genuinely agreed to by the employer and employee.
- (2) The employer must ensure that the terms of the individual flexibility arrangement:
  - (a) are about permitted matters under section 172 of the *Fair Work Act 2009*; and
  - (b) are not unlawful terms under section 194 of the *Fair Work Act 2009*; and
  - (c) result in the employee being better off overall than the employee would be if no arrangement was made.
- (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; and
  - (d) includes details of:
    - (i) the terms of the enterprise 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.
- (4) The employer must give the employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.
- (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.

## IN THE FAIR WORK COMMISSION

FWC Matter No.:  
AG2022/3684

Applicant: Catholic Church Endowment Society Inc  
(name of applicant)

### Undertaking – Section 190

I, Michael Kenny, Leader Enterprise Agreement Negotiations, have the authority given to me by Catholic Church Endowment Society Inc ('CCES') to give the following undertakings with respect to the *South Australian Catholic Schools Enterprise Agreement 2020* ('the Agreement'):

1. For teaching staff, for the purpose of the additional week of annual leave provided for in the NES, a shiftworker is an employee who is regularly rostered to commence at a time allocated as a 'shift' as defined in Schedule A.5 of the *Educational Services (Teachers) Award 2020* ('Teachers Award');
2. For non-teaching staff (Educational Support Officers and Indigenous Education Officers), for the purpose of the additional week of annual leave provided for in the NES, a shiftworker is an employee who is regularly rostered to work 'afternoon shift' or 'night shift' as defined in Clause 22.1 of the *Educational Services (Schools) General Staff Award 2020* ('Schools Award');
3. If any employer covered by the Agreement engages a trainee employee under a rate of pay pursuant to Appendix H of the Agreement, if such rate of pay is below the equivalent rate of pay pursuant to Schedule E of the *Miscellaneous Award 2020*, the employee will be paid at the higher award rate plus 2%, without impacting their entitlement to other terms of the Agreement;
4. The Individual Flexibility Agreement terms found in Clause 13 of the Agreement are to be read in conjunction with the model flexibility term and, where there is any inconsistency between the Agreement and the model term, and the model term provides greater benefit for employees, the model term will apply to the extent of the inconsistency;
5. Notwithstanding Clause 102.2, all time worked outside of or in excess of ordinary or rostered hours, by non-teaching staff classified as 'Grade 1A' under the Agreement, engaged on a permanent part-time basis, will be considered, and paid as overtime, unless the employee's ordinary or rostered hours are varied by agreement, in writing. Overtime worked in such circumstances will be paid at the rate applicable to that employee's classification under the Schools Award, with the appropriate overtime rates of the Schools Award applied. Employees will not be entitled to receive the Additional Hours Loading for time worked as overtime. The other terms of Clause 102.2 will continue to apply as they appear;
6. Notwithstanding Clause 95, employees classified as 'Grade 1A' under the Agreement will not be required to undertake duties higher than those appropriate to the 'Grade 2' classification under the Award or, alternatively, if they are assigned to duties of a 'Grade 3' classification or higher, such duties will be assigned for a period of either no more than 1 full working day, or otherwise paid for a minimum engagement of 7 full working days;

7. Notwithstanding Clause 104.1, non-teaching staff classified as 'Grade 1' or lower in the Curriculum Stream or Services Stream of the Agreement, who are rostered to work ordinary hours on a Saturday, will be, for those ordinary hours on a Saturday, be paid the ordinary time rate of pay plus a penalty of an additional 50% of the ordinary time rate;

These undertakings are provided on the basis of issues raised by the Fair Work Commission in the application before the Fair Work Commission.



\_\_\_\_\_  
Signature

Michael Kenny

\_\_\_\_\_  
Name

30/09/2022

\_\_\_\_\_  
Date