



TASMANIAN
CATHOLIC
education office



Tasmanian Catholic Education Single Enterprise Agreement 2015

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OPERATION OF THE AGREEMENT

1. TITLE

This agreement shall be known as the “Tasmanian Catholic Education Single Enterprise Agreement 2015”

2. SCOPE

2.1 This Agreement covers the Employers listed in clause 4 and their Employees for whom a classification appears in this Agreement. The classifications of Employees are:

Teacher means an employee registered by the Tasmanian Teachers Registration Board and appointed by the Employer to assist in the teaching work of the school and includes:

- * a Registered Teacher and
- * a Teacher librarian.

Teacher Librarian - a Teacher who also holds librarianship skills and/or qualifications.

Deputy Principal (secondary school)
Assistant Principal (primary school)
 A Teacher who assists the Principal in the organisation of the school. Duties may include management of the teaching and learning program in the school, implementation of policy and decision-making within defined areas. Leadership responsibilities include acting in the absence of the Principal.

Education Officer

An employee of the TCEO who provides advice and support to schools.

School Support employee means an employee who does not engage in teaching and includes a

- **Teaching Support employee**
- **Utility employee,**
- **Clerical and Administrative employee,** and
- **Wellbeing employee**

Teaching Support employee means an employee other than a Teacher whose work is directly connected to the delivery of curriculum and includes:

1. **Teacher Assistant** - a person who is employed to assist a Teacher and work, either within or outside the classroom, under the supervision of a Teacher.
2. **Librarian** - a person who is responsible for the organisation and maintenance of a school library.
3. **Library Assistant** - a person who is employed to work in the school library under supervision.
4. **Library Technician** - a library assistant who holds a relevant qualification at AQF Level 5 or equivalent experience.
5. **Laboratory Manager** – a person who is employed to manage the provision of services to Science Teachers, whether in a laboratory or not, on his/her own or with assistance.
6. **Laboratory Technician** - a Laboratory Assistant who holds a relevant qualification at AQF Level 5 or equivalent experience.
7. **Laboratory Assistant** - a person who is employed to assist a Laboratory Manager and works under supervision.
8. **Information Technology Technician** - a person who is employed to install and maintain computer equipment, networks and software and assist staff in its operation.

Utility employee means a person employed in the building, maintenance, improvement, operation and/or cleaning of school grounds, buildings or equipment and/or supervising those tasks and includes school bookshop, tuckshop or uniform shop assistant, bus driver and crossing guard.

Clerical and Administrative employee means a person involved in clerical administrative, finance, promotional or other supporting roles not otherwise specified

Wellbeing employee means a Counsellor, Psychologist, Social Worker or other professional employed to provide wellbeing and student support services

2.2 Where this agreement applies to TCEO offices, “school” should be read as “office” and “Principal” should be read as “Director”.

3. DATE OF OPERATION

- 3.1 This Agreement will commence to operate on the seventh day after the date of approval from the Fair Work Commission.
- 3.2 The nominal expiry date will be 31 July 2017.

4. PARTIES TO THE AGREEMENT

This Agreement shall apply and be binding upon the:

- Roman Catholic Church Trust Corporation, Archdiocese of Hobart;
- Trustees of the Christian Brothers as Trustees for Edmund Rice Education Australia; and
- Provincial Salesians of Don Bosco Asia-Pacific; (the Employers) and
- the Independent Education Union Australia (the Union).

5. DEFINITIONS

'Classroom administration' means those activities that take place when the class is formally convened and when the Teacher is formally in charge of the class.

'Co-Curricular activities' is synonymous with extra-curricular and means activities which are an extension of, or sit beside, the curriculum, such as sacramental programs, excursions, camps, retreats, plays, musicals and the like, and activities sponsored by the school but not directly associated with curriculum, such as sports, debating, competitions, graduation or presentation evenings, formals, socials, fairs, school community events and the like.

'Continuous Service'

Service will be continuous notwithstanding:

- any period of leave to which the Employee is entitled or which has been granted by the Employer,
- any interruption or termination of the employment if the interruption or termination is made with the intention of avoiding obligations under this agreement,
- any interruption to the employment directly arising from an industrial dispute,
- absences covered by transport accident legislation, to a maximum of 6 months, and
- any period up to 20 days between periods of employment by an Employer(s) party to this Agreement

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

- school holidays,
- all paid leave,
- unpaid leave where this is required by the Employer,
- absences during which accident make-up pay is payable,

- absences covered by transport accident legislation, to a maximum of 6 months, and
- any period up to 20 days between periods of employment by an Employer(s) party to this Agreement

'Employee' means a person employed by the Employer in any Tasmanian Catholic School or in the Tasmanian Catholic Education Office.

'Employer' means any person, persons or body covered by the Scope of this Agreement and who employs persons covered by this Agreement.

'Full-time Employee' means any Employee other than a part-time or a relief Employee.

'Full-time equivalent (FTE)' For the purposes of calculating part-time and release time components for Teachers, full-time equivalent (FTE) means the proportion (expressed as a decimal) by which the hours allocated relate to the average working week of 36 hours/week of a full-time Teacher with hours of work and duties allocated on a pro rata basis to those of a full time Teacher.

'Graduate' means an Employee who is a graduate of a recognised university or other recognised tertiary institute.

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

'Instructional load' means regularly timetabled

- (a) periods for the delivery of the formal curriculum;
- (b) electives;
- (c) tutorials;
- (d) physical education or recreation;
- (e) pastoral care; and
- (f) homeroom.

PROVIDED that time spent with a class for the sole purpose of supervision shall not form part of the instructional load; and

PROVIDED FURTHER that for the purpose of this definition additional activities which are voluntarily undertaken by teaching Employees and are not approved variations of their instructional load shall not form part of the instructional load.

'Leadership position' means Assistant to the Principal, Deputy Principal, Co-ordinator or other positions deemed by the Employer to be equivalent.

'Part-time Employee' is an Employee who is engaged to work fewer hours per week and/or fewer weeks per year than a full-time Employee.

'Part-time Teacher' means an Employee who is a Teacher who is employed on a regular basis but for less than a full school week or, where the school timetable is based on a cycle other than a

school week, for less than a full cycle or for less than the total number of teaching periods worked by a full-time Teacher during a full school week or full cycle.

'Principal' means the person appointed by the Employer or his/her representative to be in charge of the school.

'Professional Learning' means a range of professional development experiences that directly enhance the capacity of the Employee to exercise his or her professional responsibilities and maintain the currency of his or her competence.

'Registered Teacher' means a Teacher who has been granted registration or limited authority to teach by the Tasmanian Teachers Registration Board.

'Remote Schools' are St. Joseph's Queenstown, St Joseph's Rosebery and St Peter Chanel Catholic School Smithton.

'School year' means the period from the first day of the year scheduled by the school until the day before the commencement of the following year scheduled by the school, providing this complies with clause 69.

'Tasmanian Catholic Education Commission' means the body established by the Archbishop of Hobart to develop policy in relation to Catholic Education in Tasmania.

'The union' means the Independent Education Union of Australia, Victoria Tasmania Branch (IEU).

'Trained Teacher' means a registered Teacher and may be any one of the following:

- (a) 'Three-year trained Teacher' who:
 - (i) has satisfactorily completed at least a three year full-time course of Teacher training at a recognised tertiary institute; OR
 - (ii) has the qualifications required of a two year trained Teacher and in addition has completed further education subjects at an approved institution which qualify the Teacher for three-year trained status; OR
 - (iii) has qualifications at least equivalent to one of the above.
- (b) 'Four-year trained Teacher' who:
 - (i) has completed a four year full-time course of Teacher training in a recognised tertiary institute; OR
 - (ii) is three year trained and in addition has completed further study at a recognised tertiary institute equivalent to a fourth year of training; OR
 - (iii) has a basic three year undergraduate degree from a recognised tertiary institute and in addition has completed a Graduate Diploma in Education; OR
 - (iv) has qualifications equivalent to any of the above.
- (c) 'Five-year trained Teacher' who:
 - (i) has completed a four year full-time course in Teacher training at a recognised tertiary institute and in addition has completed a one year post-graduate course in an appropriate discipline; OR

- (ii) has completed a basic three year undergraduate degree in a recognised tertiary institute and in addition has completed a further two years full-time Teacher training course in a recognised tertiary institute; OR
- (iii) has completed a basic three year undergraduate degree in a recognised tertiary institute and in addition has obtained by study a masters degree or doctorate in education or a related discipline or has a four or five year degree and a Graduate Diploma in Education, OR
- (iv) has qualifications equivalent to any of the above.

'Years of training – Information Technology Employees'

One year trained -	A Certificate in Information Technology – Client Support or Network Management or Multimedia or Technical Support.
Two year trained-	A Diploma in Information Technology – Systems Administration or Network Engineering or Multimedia.

'Years of training - Laboratory Employees':

Untrained	Year 12 graduate with a science background
One year trained	Certificate 4 in Laboratory Skills
Two year trained	Diploma in Laboratory Technology
Three year trained	Three year degree in Applied Science (Laboratory Technology)

'Years of training - Library Employees':

Untrained	No formal training in Librarianship
One year trained	Library Technician Studies Certificate 4
Two year trained	Diploma in Library and Information Studies
Three year trained	Advanced Diploma in Library and Information Studies OR a three year Degree in Applied Science (Library Technology)
Four year trained	A four year Degree in Library and Information Studies

'Weekly rate of pay' means the annual salary as specified in the schedules to this Agreement divided by 52.18.

6. UNION REPRESENTATIVES

6.1 An official of the Union may enter the Employer's premises at any time for any purpose connected to this Agreement, including:

- consultation with persons covered by this Agreement about their rights and obligations under this Agreement;
- consultation with persons covered by this Agreement about the operation of this Agreement;
- to deal with disputes arising under this Agreement;
- to consult with Employees about the negotiation of any further or subsequent Agreement;
- to participate in induction meetings for new Employees of the Employer; and
- for any other purpose connected to the work of the Employees covered by this Agreement, or the relationship between the Union and the Employer.

However, nothing in this clause provides the Union with a right to enter premises contrary to section 194(f) or (g) of the *Fair Work Act*.

- 6.2 The Employer recognises and respects that Union Workplace Representatives speak on behalf of union members in the workplace. Without limiting their role, the Employer will grant Union Workplace Representatives access to facilities and reasonable time during working hours to carry out their duties, provided that the time involved does not conflict with the performance of their Employer scheduled duties.

7. DISPUTE SETTLING PROCEDURE

The Union and the Employer undertake to follow the procedure as set out herein, with the intention that all disputes shall be promptly resolved by conciliation in good faith.

7.1 Matters Likely to Become Industrial Issues

The Employer and the Union shall respectively notify each other as soon as possible of any industrial matter which, in the opinion of the party notifying, might give rise to an industrial dispute.

7.2 Disputes at School Level

In the event of a dispute arising at school level the parties shall immediately confer. If no agreement is reached at this level an official of the Union shall discuss the matter in dispute with the Employer or the Employer's representative.

7.3 Final Reference

Should the foregoing steps fail to resolve the issue within a reasonable time, the matter(s) in dispute shall be referred by either party to the Fair Work Commission for conciliation and arbitration, whose decision will bind all parties.

- 7.4 Without prejudice to either party and except where a bona fide safety issue is involved, work shall continue in accordance with the agreement and customs and practice existing before the grievance arose while matters in dispute are being processed in accordance with the subclauses 7.1, 7.2 and 7.3 of this clause.

- 7.5 No party shall be prejudiced as to the final settlement by the continuance of work.

8. CONSULTATION

General

- 8.1 Consultation means a serious attempt through a fair exchange of views is made in order to reach an understanding and consensus. For the purpose of this clause, the parties adopt the following comments made by Smith C. in CPSU, the Community and Public Sector Union v Vodaphone Network Pty Ltd (Print PR911257): *“Consultation is not perfunctory advice on what is about to happen. This is a common misconception. Consultation is providing the individual, or other relevant persons with a bona fide opportunity to influence the decision maker...Consultation is not joint decision-making or even a negative or frustrating barrier to the prerogative of management to make decisions. Consultation allows the decision making process to be informed, particularly as it may affect the employment prospects of individuals”*.
- 8.2 All parties and signatories to this Agreement are committed to co-operating positively to increase the efficiency and productivity of the industry covered by this Agreement and to enhance the career opportunities and job security of Employees.
- 8.3 Consistent with these objectives Employers, Employees and the Union shall establish a Consultative Committee at each school and the TCEO appropriate to the size, structure and needs of the workplace.
- 8.4 The Principal, as the Employer’s representative, has ultimate administrative and operational responsibility and accountability for decisions made at the school level, provided that these decisions are made in accordance with the consultation principles outlined in this clause.
- 8.5 The Consultative Committee will have broad powers to discuss and make recommendations to the Principal about matters affecting workloads and the organisation of work including, but not limited to:
- 8.5.1 Class sizes;
 - 8.5.2 Positions of Leadership;
 - 8.5.3 Work organisation;
 - 8.5.4 Days and hours of work;
 - 8.5.5 Curriculum development, preparation, assessment, record keeping and reporting;
 - 8.5.6 Student pastoral care and supervision;
 - 8.5.7 Meetings and administration;
 - 8.5.8 Professional development;
 - 8.5.9 Co-curricular activities;
 - 8.5.10 Professional collegial activities;
 - 8.5.11 Resourcing, staffing and facilities; and
 - 8.5.12 Technical and Teacher support in practical and technical classes.

Composition of the Committee

- 8.6 There shall be a Consultative Committee in each school/workplace which will be either that which is agreed between the Principal and the majority of staff, or a Committee comprising:
- 8.7.1 the Principal;
 - 8.7.2 a nominee of the Principal;
 - 8.7.3 two nominees of the Union;
 - 8.7.4 one staff nominee elected by and from the total staff.
- 8.7 The specified model will apply unless and until there is an agreed alternative. The Union will be given two weeks' notice prior to a vote being taken on an alternative.
- 8.8 Each member may nominate a proxy from within the school.
- 8.9 The term of office of members and the duration of the model agreed shall be decided at the school but shall be for a minimum of one year and a maximum of three years.

Procedures

- 8.10 Committees will have one meeting per term scheduled at the commencement of each school year and notified to all Employees at that time. Committee participants, where practicable, will endeavour to refer matters to these scheduled meetings.
- 8.11 Further meetings of the Consultative Committee may be called at any time by the Principal or by any member of the Committee by giving reasonable notice (generally 48 hours). Meetings must not be called unless there is substantial business to be discussed.
- 8.12 Any member of the Consultative Committee shall have the right to put any proposal to a vote at any time.
- 8.13 The Principal will either chair the Consultative Committee or determine the Chair of the Committee.
- 8.14 To facilitate the consultative process, relevant and appropriate information about the school must be provided to members of the Consultative Committee by the Principal. However, the Employer is not required to provide information of a confidential or commercially sensitive nature.
- 8.15 All members of the Consultative Committee shall have one deliberative vote only and the person chairing the Consultative Committee shall not have a casting vote.
- 8.16 Where a Principal makes a decision which is not consistent with the recommendations of the Consultative Committee, the Principal shall provide to the Consultative Committee members, in writing, the reasons for the decision.
- 8.17 Where a grievance arises in relation to the operation of the Consultative Committee, the dispute resolution procedures of this Agreement will apply.

Training

- 8.18 The parties agree to facilitate half-day training for the Consultative Committee members, to be provided and run by the IEU, if possible prior to the end of Term One in each year. The participants will be the Employee members of the committee (to a maximum of three where an alternative structure has been agreed). The content of the session will be developed by the IEU in consultation with the TCEO. The Employers agree to release the participants to attend without loss of pay. Participation will count towards professional learning time. Regional schools should consider arrangements for transport and travelling time.

9. MAJOR CHANGE

- 9.1 A major change is likely to have a significant effect on Employees if it results in the termination of the employment of Employees, major change to the composition, operation or size of the Employer's workforce or to the skills required of Employees, the elimination or diminution of job opportunities (including opportunities for promotion or tenure), the alteration of hours of work, the need to retrain Employees, the need to relocate Employees to another workplace or the restructuring of jobs.
- 9.2 Where the Employer has made a definite decision to introduce major change to production, program, organisation, structure or technology in relation to its enterprise that is likely to have a significant effect on the Employees, the Employer must consult in accordance with this clause (except where this Agreement provides for a major change to production, program, organisation, structure or technology in relation to the enterprise of the Employer).
- 9.3 The Employer must notify the Employees who may be affected by the change ("the relevant Employees") of the decision to introduce the major change.
- 9.4 The relevant Employees may appoint a representative for the purposes of the procedures in this term. If a relevant Employee appoints, or relevant Employees appoint, a representative for the purposes of consultation and the Employee(s) advise the Employer of the identity of the representative the Employer must recognise the representative.
- 9.5 As soon as practicable after making its decision, the Employer must discuss with the relevant Employees the introduction of the change, the effect the change is likely to have on the Employees and measures the Employer is taking to avert or mitigate the adverse effect of the change on the Employees.
- 9.6 For the purposes of the discussion the Employer must provide, in writing, to the relevant Employees all relevant information about the change including the nature of the change proposed, information about the expected effects of the change on the Employees, and any other matters likely to affect the Employees. However, the Employer is not required to disclose confidential or commercially sensitive information to the relevant Employees.

- 9.7 The Employer must give prompt and genuine consideration to matters raised about the major change by the relevant Employees.

Change to regular roster or ordinary hours of work

- 9.8 Where the Employer proposes to introduce a change to the regular roster or ordinary hours of work of Employees, the Employer must notify the Employees who may be affected by the change (“the relevant Employees”) of the proposed change.
- 9.9 The relevant Employees may appoint a representative for the purposes of the procedures in this term. 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.
- 9.10 As soon as practicable after proposing to introduce the change, the Employer must discuss with the relevant Employees the introduction of the change.
- 9.11 For the purposes of the discussion, the Employer must provide to the relevant Employees all relevant information about the change, including the nature of the change, information about what the Employer reasonably believes will be the effects of the change on the Employees and information about any other matters that the Employer reasonably believes are likely to affect the Employees. However, the Employer is not required to disclose confidential or commercially sensitive information to the relevant Employees.
- 9.12 The Employer must invite the relevant Employees to give their views about the impact of the change including any impact in relation to their family or caring responsibilities. The Employer must give prompt and genuine consideration to matters raised about the change by the relevant Employees.

10. MANAGING STAFF PERFORMANCE / DEVELOPMENT

10.1 Instigating Due Process

- 10.1.1 The principles of procedural and substantive fairness shall underpin the application of procedures under this clause.
- 10.1.2 An Employee shall have the right to be represented at all meetings under this clause by a person nominated by him/her, which may be a Union representative.
- 10.1.3 The procedures under this clause must be followed prior to terminating employment (other than for reason of genuine redundancy), issuing a warning, or taking any other disciplinary step.
- 10.1.4 The Employer shall first have discussions with the Employee. A record shall be kept of these discussions.

- 10.1.5 In the event that the discussions do not resolve the Employer's concerns, the Employer shall advise the Employee in writing of:-
- (a) the Employer's concern about the Employee's conduct and/or performance; and
 - (b) the proposed time, date and place of the Initial Meeting of the Due Process.
- 10.1.6 Where the concerns relate to specific complaints or allegations, the advice in writing must also include:
- (a) the specific details of the complaints or allegations;
 - (b) the proposed process of investigation (if any); and
 - (c) whether the Employee is to be directed not to attend the workplace (on pay) or to perform alternative duties and the period for which this will occur. An Employee shall not be subjected to any diminution in pay or loss of service continuity as a result of any direction given under this clause.

10.2 Initial Meeting and PIP

- 10.2.1 At the initial meeting the Employee will be provided with an opportunity to seek clarification on any matter, respond to the concerns raised and discuss any of the matters identified in clauses 10.1.5 and 10.1.6. The Employee's input will be considered before implementing the Process.
- 10.2.2 Where the concerns are capable of being addressed by demonstrated improvement over a period of time, the Employer must implement a Performance Improvement Plan (PIP). If a PIP is required, this process must be discussed at the initial meeting.
- 10.2.3 Before a PIP is implemented, the Employer must provide to the Employee a proposed PIP and consult the Employee about it. The proposed PIP must:
- (a) describe the specifics of the Employee's unsatisfactory performance;
 - (b) set out the required standards of performance and/or expectations of the Employee's role;
 - (c) outline the training, counselling or other support, as appropriate, proposed to be provided to help the Employee overcome the Employer's concerns
 - (d) stipulate the proposed time frame within which the required standards of work performance and/or expectations of the Employee's role are to be achieved (which should not ordinarily exceed 6 months unless otherwise agreed between the Employee and the Employer);
 - (e) propose the time date and place of the first PIP meeting
 - (f) propose a schedule of performance review meetings which will take place during the course of the PIP; and
 - (g) provide a copy of this clause.

10.3 PIP Review Meetings

Where a PIP has been provided, the Employer shall conduct PIP review meetings. During the review meetings the Employee shall demonstrate how the concerns of the Employer are being addressed and the Employer shall provide advice to the Employee as to the progress of the Employee in addressing the concerns.

10.4 Finalising Due Process

10.4.1 Prior to making a final decision, the Employer must ensure that the Employee has:

- (a) been provided with all relevant information;
- (b) had a proper opportunity to consider all the relevant information; and
- (c) had a proper opportunity to respond to all concerns and any complaints or allegations.

This may require the holding of a further meeting (or meetings) with the Employee.

10.4.2 Upon making a decision, the Employer shall advise the Employee in writing as to whether:

- (a) the Employer's concerns have been satisfactorily addressed; and the Process is concluded; or
- (b) sufficient progress has not been made to conclude the Process and the Employer intends to extend the period of the Due Process; or
- (c) the Process is concluded and the Employee is to be issued with a warning. The warning must precisely specify:
 - (i) the misconduct or underperformance;
 - (ii) the Employer's findings;
 - (iii) the Employer's expectations regarding the Employee's conduct in the future;
 - (iv) any directions to the Employee in relation to the Employee's conduct appropriate to the situation; and
 - (v) the date on which the warning will expire which must not be more than 12 months from the date of issue; or
- (d) the Employer's concerns have not been satisfactorily addressed and the Employer is terminating the employment of the Employee (on notice, or summarily). In this case, Clauses 55.3 and 68.3 (termination of employment) of this Agreement and the provisions of the Act apply.

10.5 Renewed concerns regarding performance

If, following the conclusion of the Due process, the Employee's performance and/or conduct in relation to matters raised in the notice and/or PIP under clause 10.1.5, 10.1.6 or 10.2.3 have again become unsatisfactory, the Employer may renew the process in respect of those concerns without first holding the discussions set out in clause 10.1.4.

11. FLEXIBILITY

- 11.1 An Employer and Employee or a group of Employees covered by this Agreement may agree to make a flexibility arrangement to vary the effect of terms of this Agreement if the arrangement meets the genuine needs of the Employer and Employee/s and the arrangement is genuinely agreed to by the Employer and Employee/s, and results in the Employee/s being better off overall than the Employee/s would be if no arrangement was made.
- 11.2 The agreement deals with one or both of the following matters:
- 11.2.1 arrangements about when work is performed
 - 11.2.2 shifts & rosters
- 11.3 The Employer must ensure that the flexibility arrangement is in writing and clearly details the terms of this Agreement that will be varied by the arrangement and how the Employee/s will be better off overall in relation to the terms and conditions of their employment as a result of the arrangement.
- 11.4 The flexibility arrangement must state the day on which the arrangement commences. The Employer must give the Employee/s a copy of the flexibility arrangement within 14 days after it is agreed.
- 11.5 The Employer or Employee/s may terminate the flexibility arrangement by giving no more than 28 days written notice to the other party to the arrangement; or if the Employer and Employee/s agree in writing at any time.

12. ROMAN CATHOLIC CHURCH TRUST AS EMPLOYER

- 12.1 All current Employees covered by this Agreement who were continuously employed by the Archbishop of Hobart and associated entities (Tasmanian Systemic Catholic Schools, the Tasmanian Catholic Education Office, the Archdiocesan Governing Councils) prior to the 1st April 2007 are employed by the Roman Catholic Church Trust Corporation.
- 12.2 All prior service and accrued years of service for those Employees whose employment was transferred at the 1st April 2007 is recognised for the purpose of determining leave entitlements and years of service.

13. SAVINGS CLAUSE

- 13.1 As a consequence of the implementation of this Agreement or in any subsequent variation thereof, no Employee shall be reduced in status or position nor have the rate of remuneration reduced as a consequence of this Agreement.
- 13.2 Nothing in this Agreement will operate to provide a less favourable outcome for Employees in a particular respect than that provided by the National Employment Standards (NES).
- Employee entitlements under this Agreement:
- 13.2.1 apply unless a superior condition applies in accordance with the NES;
 - 13.2.2 are provided in satisfaction of, and not in addition to, entitlements under the NES.

GENERAL CONDITIONS

14. LIMITED TENURE AND RELIEF EMPLOYMENT

14.1 All employment shall be ongoing except as provided by this clause.

14.2 Relief Employees

14.2.1 A Relief Employee who is not a Teacher:

- (a) is engaged by the hour, as and when required, on an irregular basis;
- (b) may not be employed for any period in excess of 2 calendar months
- (c) shall have a minimum engagement of 2 hours on each occasion (except where an Employee normally engaged and on site has his/her time extended, in which case the additional time only shall be paid at the relief rate); and
- (d) shall be paid per hour 1/38th of the appropriate weekly rate as prescribed by this agreement plus a 20% loading to compensate for annual leave, sick leave and holidays with pay as prescribed by this agreement.

14.2.2 A Relief Teacher:

- (a) is engaged as and when required on an irregular basis;
- (b) may not be employed for any period in excess of 2 calendar months;
- (c) shall, except in exceptional circumstances, have a minimum engagement of 2 hours on each occasion;
- (d) shall be paid the salary determined in accordance with the experience and qualifications as for full-time Teachers;
- (e) shall be paid for each hour at 1/1000 of the annual rate applying to that Employee;
- (f) shall receive a minimum payment of two hours for each engagement;
- (g) on the completion of five hours attendance, shall be eligible to be paid the daily rate of pay (equal to Salary per annum/200) but may be required to be in attendance for seven hours in a day;
- (h) who is an Employee normally engaged and on site and has his/her time extended, shall be paid at the relief rate for the additional time only; and
- (i) shall not accrue holiday or sick leave entitlements for time so worked.

14.3 Limited Tenure Employees

14.3.1 A Limited Tenure Employee may be employed:

- (a) to undertake a specific project or task for a specified period up to 3 years.
- (b) to replace another Employee absent on extended leave for a specified period of time on either a full-time or part-time basis for more than two calendar months.

- 14.3.2 At the time of appointment the Employer shall provide written advice to a project/task Employee indicating:
- (a) his/her classification level;
 - (b) his/her salary;
 - (c) the temporary nature of the appointment;
 - (d) the project/task to be performed;
 - (e) the benefits which are applicable under this Agreement such as annual leave, holidays with pay and personal leave as per this Agreement; and
 - (f) the duration of the appointment;
- 14.3.3 At the time of appointment the Employer shall provide written advice to a replacement Employee indicating:
- (a) his/her classification level;
 - (b) his/her salary;
 - (c) the temporary nature of the appointment;
 - (d) the duties to be performed;
 - (e) the benefits which are applicable under this Agreement such as annual leave, holidays with pay and personal leave as per this Agreement;
 - (f) the expected duration of the appointment;
 - (g) the rights under this agreement of the Employee being replaced; and
 - (h) that the period of employment may be varied at any time subject to the return to work of the Employee being replaced and the giving of at least two weeks' notice by the Employer.
- 14.3.4 All other conditions of employment of Limited Tenure Employees shall be as for ongoing Employees.
- 14.3.5 Notwithstanding any obligations under this Agreement to advertise positions, a Limited Tenure Employee shall be notified of any vacancy in the school or workplace for which they may be suitably qualified. Upon making an application for such a vacancy, the Limited Tenure Employee shall be interviewed for the position.

15. PART TIME EMPLOYEES

15.1 Spread of Hours of Work

With the exception of those situations where the Employee or Employer concerned requests or is prepared to negotiate an alternative spread of hours, the spread of load for part time staff will be, whenever reasonably practicable, in accordance with the following indicative table:

- 0.1 FTE, 1 day per week
- 0.2 FTE, 1 – 2 days per week
- 0.3 FTE, 2 days per week
- 0.4 FTE, 2 – 3 days per week
- 0.5 FTE, 3 days per week
- 0.6 FTE, 3 – 4 days per week
- 0.7 FTE, 4 days per week
- 0.8 FTE, 4 – 5 days per week
- 0.9 FTE, 5 days per week

15.2 Consultation on Days and Hours

The Employer will, by the start of Term 4 in each year, consult with each part-time Employee whose days and/or hours of work may vary from year to year as to his/her specific days and hours of work for the following year.

15.3 Part-Time Work for Personal or Family Reasons

A full-time Employee may request a reduction in his/her hours of work for personal reasons, family reasons or as a transition to retirement. The request must identify which of these reasons applies. Such a request may only be refused on reasonable grounds related to the needs of the workplace. Where it is agreed that the Employee will reduce his/her hours, the agreement must be in writing and signed by the parties. In the absence of any agreement to the contrary, except where the Employee is transitioning to retirement, the Employee shall retain the right to resume his/her full-time employment on expiry of the agreement.

16. SCHEDULING OF ACTIVITIES

In the scheduling of activities outside the normal school day (such as meetings, camps, excursions, professional development, etc.) the Employer will, where the Employer is aware of a participating Employee's personal and or family commitments, take such commitments into account.

17. SALARIES

- 17.1 Employees covered by this Agreement shall receive the appropriate salary applicable to a level determined in accordance with the classification standards set out in this Agreement for the classification to which they have been assigned.
- 17.2 Unless otherwise specified in this Agreement, during the life of this Agreement the salaries and allowances of all Employees will be adjusted by the same percentage increase that applies to the Tasmanian State Service, Department of Education Teachers' salaries at the same operative date.
- 17.3 The rate of Teacher classification salaries will not exceed the equivalent salaries for Teachers in the Tasmanian State Service Department of Education at any time.
- 17.4 An Employee who is required to take leave without pay under clause 55.2.2 during non-term weeks may, by agreement in writing with the Employer, elect to annualise (average) his/her salary over a 52 week period. The adjusted annual salary for an Employee is:

$$A = B \times \frac{(52 - C)}{52}$$

Where:

A is the Employee's adjusted annual salary

B is the annual salary for the Employee's classification

C is the specified number of weeks of leave without pay

18. PAYMENT OF SALARY

- 18.1 Wages shall be paid fortnightly during the Employer's time not later than Thursday in each pay fortnight.
- 18.2 The first payment to a new staff member, and last payment to a member of staff whose employment is terminating will be for the days actually worked in that pay fortnight.
- 18.3 The pay fortnight shall be Wednesday to Tuesday. The fortnightly salary from the date of the first pay increase in 2016 shall be the annual salary divided by 26.09. There will be no "unpaid week" in 2015/2016.
- 18.4 Employees shall provide to their Employer details of a nominated bank account into which his/her salary can be paid by direct deposit each pay fortnight.
- 18.5 An Employee shall, each payday, receive a written statement that shall include at least the following:
- The Employer's name and Australian Business Number (ABN);
 - The Employee's name;
 - The Employee's classification and level (subject to the capacity of the payroll system);

- Period covered by payment;
- The date on which the payment was made;
- Annual gross salary;
- The gross salary paid;
- The net salary paid;
- Any amount paid as worker's compensation, back pay or any other payment not usually included in the Employee's salary;
- The amount of any allowance or loading or any other separately identifiable entitlement;
- The amount of Employer superannuation contribution and name of the fund to which it was paid;
- The amount of any Employee contribution to Superannuation and the name of the fund to which it was paid;
- Any deductions made from the payment and the name of the account into which it was paid; and
- The period of accumulated annual leave, long service leave and personal leave to which the Employee is entitled (subject to the capacity of the payroll system).

19. SUPERANNUATION

- 19.1 Superannuation contributions shall be made in accordance with the *Superannuation Guarantee (Administration) Act 1992*, the *Superannuation Guarantee Charge Act 1992*, the *Superannuation Industry (Supervision) Act 1993* and the *Superannuation (Resolution of Complaints) Act 1993* ("the Superannuation Legislation"). This legislation, as varied from time to time, shall govern the superannuation rights and obligations of the parties.
- 19.2 Further, the Employer will make superannuation contributions at the rate specified by the Superannuation Legislation (currently 9.5% of the Employee's monthly income earned from that Employer) for those Employees who earn less than \$450 per month. Provided that this will not apply to those Employees who receive a relief Employee loading.
- 19.3 Employer superannuation contributions payable under clauses 19.1 and 19.2 will be paid into the Employee's nominated fund at least monthly.

20. SALARY SACRIFICE TO SUPERANNUATION

- 20.1 Notwithstanding the provisions of Clause 17 (Salaries) by agreement with the Employer, Employees who elect in writing to do so may enter into an agreement with the Employer to sacrifice a component of their weekly ordinary time wage to superannuation.

- 20.2 Employers will not provide financial advice to Employees but will provide to them such salary details as are necessary for the Employee to receive independent financial advice.
- 20.3 Superannuation payments required under *the Superannuation Guarantee (Administration) Act 1992* as amended from time to time must be calculated on the agreement wage rate as per Clause 17 (Salaries) as if no salary sacrifice arrangement were in place.
- 20.4 If during the life of a salary sacrifice arrangement between the Employer and the Employee, the Employee becomes entitled to Workers' Compensation payments, or is in receipt of a redundancy payment, the Employee will not receive less than the entitlements due as if no salary sacrifice arrangements had been entered into with the Employer.
- 20.5 Any increases through agreement amendments or Enterprise Bargaining shall be payable to Employees covered by a salary sacrifice arrangement; such increase to be applied to the base rate of pay before salary sacrifice.
- 20.6 Employees who have entered into a salary sacrifice arrangement will be given the opportunity to review such arrangement the time of salary increases and/or at times of changed economic circumstances of the Employee, and to amend or withdraw from such an arrangement.

21. ACCIDENT COMPENSATION MAKE UP PAY

21.1 Entitlement to accident compensation make-up pay

21.1.1 Subject to Clauses 21.1.2 and 21.1.3, where an Employee becomes entitled to compensation payments under the Workers' Rehabilitation & Compensation Act (Tasmania), the Employer who is liable to pay the compensation will pay to the Employee accident compensation make-up pay being an amount equivalent to the difference between:

- (a) the amount of compensation payable under the Act and, in respect of an Employee who is partially incapacitated, any wages earned by that Employee; and
- (b) the amount that would have been payable under this Agreement (including the Employee's entitlements to Employer contributions to Superannuation) if the Employee had been performing his/her normal duties.

21.1.2 Subject to clause 21.1.3, accident compensation make-up pay will be paid for a maximum of 13 weeks, inclusive of all leave, in respect of the same injury.

21.1.3 Accident compensation make-up pay under this Agreement will be paid only while an Employee continues to receive compensation under the Workers' Rehabilitation and Compensation Act.

21.2 Accident compensation make-up pay not payable

Accident compensation make-up pay will not be payable:

21.2.1 if the Employee is on any form of paid leave; or

21.2.2 where the incapacity arises from an industrial disease contracted by a gradual process and, at the time of the incapacity, the Employee had been employed for less than four (4) weeks.

21.3 Eligibility for accident compensation make-up pay

In order for an Employee to be eligible for accident make-up pay in accordance with clause 21.1:

21.3.1 the Employee or a representative of the Employee must give notice in writing of the injury to the Employer as soon as practicable;

21.3.2 the Employee must provide written evidence of the injury from time to time as required by the Employer during the period of payment;

21.3.3 the Employee must advise the Employer, in writing, of any civil action or claim for damages the Employee may make;

21.3.4 the Employee must attend medical examinations by a legally qualified medical practitioner, provided and paid for by the Employer, as required by the Employer in accordance with the relevant Act; and

21.3.5 the Employee must authorise the Employer to obtain any information concerning the injury or compensation payable with respect to the injury from the insurance company that is liable to pay such compensation.

21.4 Accident compensation make-up pay ceases

An Employee will cease to be entitled to accident compensation make-up pay if any of the following occur:

21.4.1 there is redemption by the Employee of weekly compensation payments by the payment of a lump sum benefit under the Act;

21.4.2 the Employee's employment with the Employer is terminated due to serious misconduct by the Employee;

21.4.3 the Employee resigns; or

21.4.4 the Employee dies.

22. MEAL ALLOWANCE

- 22.1 Where an Employee is required by the Employer to continue in attendance beyond 6:00pm, the Employer shall provide either a meal or pay the meal allowance of \$20 fixed for the life of this Agreement.
- 22.2 If an Employee is required to return to work within 3 hours of normal finishing time, the Employer shall provide either a meal or the appropriate meal allowance described in subclause 22.1.

23. TRAVEL AND ACCOMMODATION

- 23.1 If an Employee is requested by the Employer to travel in order to fulfil designated duties, the Employee shall be provided with:
- 23.1.1 adequate travel time within the school day and this travel time shall be included in the Employee's overall rostered duties; and
- 23.1.2 transport or, if no school transport is available, payment at the rate of 58 cents per kilometre (to be indexed on the date of each wage increase in accordance with the CPI annual Transport index to the quarter immediately preceding the increase).
- 23.2 The reasonable cost of meals whilst on approved travel will be reimbursed on presentation of a tax invoice/receipt.
- 23.3 Cost for reasonable accommodation (for city of stay) whilst on approved travel must be obtained from the Principal / Line Manager in advance and prior to travel. If approved, reimbursement will be made on presentation of full tax invoice/receipt. Pre-payment of accommodation may be made in individual circumstances but only with the prior approval of the Principal / Line Manager.

24. FIRST AID ALLOWANCE

An annual allowance shall be paid to an Employee holding a current St John Ambulance or Red Cross First Aid certificate and who is:

- appointed by the Employer as a First Aid Officer for the school, or
- rostered on periodically to administer first aid, supervise sick bay or sick children as part of their duties.

The amount of the allowance is set out in Schedule 3.

25. PERSONAL CARE ALLOWANCE

Where staff are often required to undertake toileting, showering, feeding or other personal care duties with high needs students, a Personal Care Allowance will be payable. The amount of the allowance is set out in Schedule 3.

26. REMOTE SCHOOLS INCENTIVE ALLOWANCES

Allowances are payable to all Teachers employed at Remote Schools (as defined) in recognition of isolation and the costs thereof and the costs of relocation. The amounts of these allowances will be set by the TCEO in discussions with the IEU each year. These discussions will be held by the end of Term 3 of each year.

27. MIXED FUNCTION ALLOWANCE

An Employee engaged for more than two hours during one day on duties carrying a higher rate of pay than his/her ordinary classification shall be paid the higher rate for such day. The work carrying a higher rate need not be performed during a continuous period but will be based on the aggregate of the time worked during the day. Where an Employee is engaged on duties carrying a higher rate of pay than his/her ordinary classification for more than ten working days, they shall be paid the appropriate higher duties allowance.

28. CALL OUT

- 28.1 An Employee in a school who is required to return to the school outside normal school hours and for the specific purpose of attending an alarm or emergency, as approved or requested by the Principal, shall be paid:
 - 28.1.1 a minimum of 2 hours for the call out
 - 28.1.2 a penalty rate consistent with clause 59.5, 59.6 and/or 59.7.
- 28.2 If the Employee is not required for the entire minimum 2 hours duration in the call out and is then subsequently called out during that 2 hour period then the minimum 2 hour period will not recommence.

29. REDUNDANCY

29.1 Potential Redundancy Situation

A potential redundancy situation exists where any Employee could be disadvantaged in his or her current employment contract as a result of changes in funding, curriculum, enrolment, arrangement of work, or policy/administration changes.

29.2 Objectives

The objectives of these Procedures and Guidelines, in order are to:

- Avoid redundancies in Catholic schools in Tasmania;
- Delay redundancies where this is not possible;
- Facilitate those declared redundant to find other suitable employment within Catholic education, so that they do not suffer financially as a result of being declared redundant;
- Ensure a consistent and fair approach to be applied to all in Catholic education;
- Ensure that that these procedures be applied as early as possible; and
- Ensure that there is appropriate notice and consultation.

29.3 Timelines

The timelines are vital and the parties are committed to providing as much information as possible as early as possible. If a redundancy(ies) is expected to take effect from the beginning of a school year, and the information upon which a potential redundancy is identified is available early in the year the process must commence as early as possible in Term 3 and any redundancies be determined by early in Term 4.

29.4 Procedures

Step 1 - The Redundancy Identification and Investigating Ways of Avoiding Redundancy

- (a) As soon as a potential redundancy situation is identified, the Employer/Principal shall communicate this fact in writing to each member of staff in the classification(s) of Employees affected, with an outline of the reasons for the potential redundancy(ies) (see **Attachment 1**). A copy must be placed on the staff notice board.
- (b) The notification must attach an information pro forma (see **Attachment 2**) with the information completed.
- (c) A copy of this notification shall be forwarded at the same time to the Director of Catholic Education and the Union.
- (d) A copy of these procedures must then be given to each staff member.
- (e) The Employer/Principal must start to investigate alternatives including:
 - What efforts can be made to re-deploy existing staff within the school;

- Staffing requirements in all other schools under the authority of the present Employer;
 - The possibilities of employment of staff in neighbouring schools;
 - Any additional funding that may be available e.g. additional government funding, parish support;
 - Measures to overcome short-term overstaffing;
 - Retraining possibilities;
 - Possible leave arrangements, e.g. Leave Without Pay, Long Service Leave, Parental Leave;
 - Applications by staff indicating that they are willing to make a voluntary offer to be declared redundant.
- (f) While the Employer must offer voluntary redundancy(ies) at this step, the Employer is not obliged to accept any particular expression of interest in a voluntary redundancy.

Step 2 – The Redundancy Document

If the potential redundancy is not solved, the Employer will send either:

- (a) A notification that the situation has been resolved by the taking of a voluntary redundancy(ies) and/or 'leave without pay'; or
- (b) A redundancy document to all the parties mentioned above. The redundancy document must include the following information:
- The Reasons for the potential redundancy(ies) including any relevant information such as funding, staffing, curriculum change and enrolments (past, present and projected);
 - The Number and categories of Staff likely to be affected and details of their employment;
 - Alternatives Investigated in Step 1; and
 - The steps the Employer proposes to implement the redundancy(ies)

Step 3 - The Redundancy Meeting

- (a) A meeting will be held between the IEU and the Employer to consider the Employer's/Principal's redundancy proposal. The parties will seek to agree on the criteria to be applied and the content of the redundancy document.
- (b) If agreement is reached on both matters, the Employer/Principal shall indicate to the persons at the meeting the name/s of the person/s to be declared redundant. The person/s so named shall be informed within a week of the meeting by the Employer/Principal.
- (c) If agreement is not reached, a second meeting will be held to attempt to resolve the disagreement. If agreement still cannot be reached the Employer shall inform the IEU of the action that the Employer intends to take.

- (d) In deciding who is to be declared redundant, the parties must consider
- the needs of the school;
 - the work currently being performed which will no longer need to be performed; and
 - those staff who could not be replaced by any member of the existing staff, having regard to the programs planned for the period after the redundancy.
- (e) The Employer/Principal will identify the factors (from those below) which have been considered in determining the staff member(s) to be declared redundant and inform the meeting of any priority that has been applied to these factors:
- Current Contract of Employment
 - Current Duties
 - Curriculum Programs
 - Experience
 - Funding Base for Staff Member
 - Graduate Status
 - Length of Service
 - Pastoral Considerations
 - Previous Redundancy History
 - Qualifications
 - Specialist Expertise
 - Staff member's willingness to make a voluntary offer to be declared redundant.
- (f) Factors which cannot be used include whether the person is a Union Representative or member, the person's sex, marital status, age, pregnancy, lifestyle or religion.

Step 4 - Notifying the Redundancy Result

- (a) Within two weeks of the meeting(s) in Step 3, the Employer must notify the IEU in writing of the details of the Employer's action following Step 3.
- (b) The Employer must provide a letter to each person proposed to be made redundant which must afford the Employee an opportunity to provide any reasons why they believe that his/her employment should not be terminated. The letter shall outline the forms of assistance available to them and, where possible, offer the option of Leave Without Pay for the following school year (or such other period as is possible).
- (c) Should an Employee provide a reason why his/her employment should not be terminated as a consequence of redundancy, which is acceptable to the Employer, then the process should revert to Step 3;
- (d) Should an Employee elect to take up an offer of Leave Without Pay:
- The date of termination will be deferred accordingly;

- The Employee shall be entitled to apply for and then be given absolute preference for any position which becomes available in the school during the period of leave, for which the Employee has appropriate skills and qualifications; and
 - If redundancy is not avoided, the Employer will confirm the termination not less than one month prior to the date of effect.
- (e) The Employer must provide a letter to the IEU which advises of the ultimate outcome of the matter.

Step 5 - Assistance in Re-Employment

The Employer must offer at least the following assistance to any person declared redundant:

- (a) Assistance with locating openings and securing employment in other Catholic schools;
- (b) Regular meetings with the staff member/s to discuss pastoral and professional issues; and
- (c) Time release to the staff member/s declared redundant to attend interviews.

29.5 Severance Pay

Severance payment in the case of redundancy shall be an amount agreed between the Employer and the Employee(s) who may be represented by the Union in negotiations. In the event of no agreement being reached, the matter may be resolved pursuant to the Dispute Settling Procedure in this Agreement.

ATTACHMENT 1 - Example Letter to Staff

Date:

Subject: Potential Redundancy Situation

Dear

The purpose of this letter is to inform all staff that (*school*) is facing a potential redundancy situation this year.

This has been caused by (.....).

At this stage, it would appear that staff numbers will have to reduce by (.....) teaching positions / (.....) Teacher assistants (etc.).

Included in the alternatives that the school will be investigating are the following:

- a) what efforts can be made to re-deploy existing staff within the school;
- b) staffing requirements in all other schools under the authority of the present Employer;
- c) the possibilities of employment in neighbouring schools;
- d) any additional funding that may be available;
- e) retraining possibilities; and
- f) indications by staff that they are willing to consider an offer to take a voluntary redundancy package.

Under the Tasmanian Catholic Education Agreement there is a requirement to consult with you about this situation. Attached is an information pro forma with your details held by the school. Please check this information and amend if necessary. You are invited to express an interest in a possible voluntary redundancy package. You may also add any comment you wish, including about pastoral concerns or other considerations. On completion, please sign and return by (date). You are also invited to discuss any matter with me which you feel may pertain to the resolution of the situation. Please contact my Secretary if you wish to make an appointment by (Date).

There are many other factors that may impact on our decisions. If you are contemplating taking Long Service Leave, Leave Without Pay, Parental Leave, or reducing your hours next year, please let me know as soon as possible. Please also let me know if you are thinking about leaving the school. Any advice given to me about your intentions or desires will not be used as a criterion for determining who is to be made redundant if that becomes a necessary part of the process. If you decide to resign or take leave, you need to advise me formally and separately.

For your information and perusal I have attached the Redundancy Procedures from the Tasmanian Catholic Education Agreement. The Procedures set out the approach that will be followed by this school.

PRINCIPAL

ATTACHMENT 2

INFORMATION PRO FORMA FOR REDUNDANCY SITUATIONS

Name:

Current classification:

Qualifications:

Current year level/subjects (Teachers):

Time fraction: Full Time,
Part TimeFTE

Years of continuous service:

Current school:	From		to
Other Tasmanian Catholic schools:	From		to
	From		to
	From		to
	From		to
	From		to
Total			

Contract of employment: (please circle) On-going, Limited Tenure

Untaken Long Service Leave:

Might you be interested in considering an offer of voluntary redundancy? Yes, No

Comment (if desired):

You are invited to make an appointment to discuss any matters with the Principal

30. REDUCTION IN HOURS OF WORK AND TRANSITIONAL MAINTENANCE OF SALARY

- 30.1 Where the need for reductions has been identified by the Employer there will be a call for voluntary reduction in hours across all Employees in the first instance and transitional maintenance of salary will apply to any reductions.
- 30.2 If there is no response to the call for voluntary reduction in hours then the Employer will notify the Union and relevant Employees that there is an operational need for such a reduction in hours and list the reasons.

- 30.3 The Employer must apply selection criteria in accordance with natural justice, following procedural fairness and in a manner that is impartial and non-discriminatory.
- 30.4 When an Employee has a reduction in his or her hours of work at the request of the Employer, transitional maintenance of the higher salary will be applied as follows:
- (a) If less than 10% of the Employee's core FTE – 4 weeks
 - (b) If 11% - 20% of the Employee's core FTE – 8 weeks
 - (c) If 21% - 30% of the Employee's core FTE – 12 weeks
 - (d) If 31% - 40% of the Employee's core FTE – 16 weeks
 - (e) If more than 40% of the Employee's core FTE – 20 weeks
- Provided that if the reduction is more than 25% of the Employee's core FTE, the Employee may elect to:
- Accept the 20 weeks' transitional maintenance of salary: OR
 - Be declared redundant leading to
 - (i) Redeployment at current FTE where possible OR
 - (ii) Redeployment at partial FTE where possible OR
 - (iii) Redundancy (The procedures set out in Clause 29 apply).
- 30.5 Salary maintenance is not applicable in those instances where a reduction in hours is requested by the Employee.

31. PROFESSIONAL DEVELOPMENT

31.1 Induction

- 31.1.1 The TCEO will develop an annual sector-wide induction program for new Employees. The IEU will be invited to address new Employees during one of the scheduled induction sessions.
- 31.1.2 Each School shall implement an induction program for newly appointed staff which shall include as a minimum the provision of:
- A duty statement;
 - Identification of lines of support and contact people;
 - Materials relevant to the ethos and mission of the school;
 - Documents relevant to system/school policy and procedures;
 - Documentation and training consistent with workplace health and safety requirements specific to the duties undertaken by the Employee; and
 - Information about superannuation entitlements and options.

31.2 Professional development

Each School shall, in consultation with teaching and support staff, develop and implement a professional development policy which shall include:

- An entitlement of access to regular relevant and negotiated professional development for Support Staff;
- Access to trade and related training and professional development for Utility staff;
- Timely, appropriate and agreed professional development for Teachers and Teacher

- Assistants dealing with special needs students;
- Appropriate professional development for all staff implementing major school-based, sector or state-wide initiative; and
- Support for provisionally registered Teachers to achieve full registration.

31.3 Access to professional development for part-time Employees and relief staff

Access to professional development in accordance with clause 31.2 shall be on a pro-rata basis for part-time Employees and regular relief staff. If the professional development is held on a day the relief or part-time staff member does not normally work and they are requested and agree to attend, they will be paid for his/her attendance. If attendance is purely voluntary, payment will not be required but may be made at the discretion of the Employer.

Irregular relief staff shall be invited to access relevant professional development. Payment for attendance will be made where the irregular relief staff member is expected to attend. If attendance is purely voluntary, payment will not be required but may be made at the discretion of the Employer.

31.4 Aspirant school leaders

The TCEO will develop and facilitate access to programs of professional development and support for staff who aspire to leadership positions in Catholic Education.

32. BREASTFEEDING AND EXPRESSING FACILITIES

32.1 Collegial support is crucial to providing a positive workplace environment for Employees who are breastfeeding. All staff have a responsibility to treat these colleagues with respect and dignity.

32.2 Women on Parental Leave shall advise the Principal of their intention to continue breastfeeding upon return to work, in order to initiate constructive dialogue regarding the specific considerations they may require of their Employer to enable them to do this. This conversation should occur ahead of the woman's return to work, so that the necessary arrangements can be made.

32.3 The Employer will, upon request, provide a private and secure area for the purpose of breastfeeding and/or expressing and storing milk separate to communal staff facilities.

33. PHONES / SAFETY

As part of the obligation of the Employer to take reasonable measures to ensure the safety of staff and students, each classroom learning area and work area will, wherever reasonably practical, be equipped with a telephone. Where this is not practical, the Employer will take other reasonable measures to ensure that staff can get immediate assistance and deal with urgent circumstances.

HOLIDAYS AND LEAVE

34. PUBLIC HOLIDAYS WITH PAY

- 34.1 All Employees other than relief Employees shall be entitled to the following holidays without deduction from their wages:
New Year's Day, Australia Day, Hobart Regatta Day (South of Oatlands), Labour Day, Good Friday, Easter Monday, Easter Tuesday, ANZAC Day, Queen's Birthday, Show Day, Recreation Day (where Hobart Regatta Day is not observed), Christmas Day and Boxing Day.
- 34.2 **'Show day'** means the local show day on an Employee's ordinary working day, other than Saturday or Sunday, in the city, town or district in which the Employee is employed; or such other day which, in the absence of such a local show day, is agreed on by the Employee and the Employer.
- 34.3 By agreement between the Employer and the majority of Employees affected, an alternative day may be taken as a public holiday in lieu of any of the days listed above.
- 34.4 Subject to clause 34.3, an Employee (other than a Teacher) required to work on a Public Holiday (or substitute Public Holiday) will be paid at the rate of double time and one half for ordinary hours worked.

35. PERSONAL LEAVE

- 35.1 The provisions of this clause apply to full-time and regular part-time Employees (on a pro rata basis) but do not apply to Relief Employees and part-time Employees in receipt of a loading in lieu of paid leave. The entitlements of Relief Employees are set out in subclause 35.14 (Relief Employees and Employees in Receipt of a Loading in lieu of Paid Leave - Caring Responsibilities).
- 35.2 Paid personal leave is available to an Employee, when they are absent:
- 35.2.1 due to personal illness or injury; or
 - 35.2.2 for the purposes of caring for an immediate family or household member who is sick or injured and requires the Employee's care and support or who requires care due to an unexpected emergency.
- 35.3 Leave may be taken for part of a single day.
- 35.4 An Employer shall not be required to make any payment in respect of personal leave to an Employee unless the Employee complies with the notice and evidence requirements below.

35.5 No deduction from accrued personal leave shall be made where the Employee is otherwise entitled to be absent from work (such as on annual leave, school holiday periods etc.).

35.6 Leave Accrual

35.6.1 Accrual for a full-time Employee shall be:

(a) ten working days credited on appointment;

(b) ten working days credited on each anniversary of appointment;

and in each case, deducting from the accrual the number of working days of personal leave taken.

35.6.2 Personal leave entitlements shall be cumulative without limit.

35.6.3 A part time Teacher shall be entitled to ten days personal leave per year at the rate of his/her FTE.

35.6.4 A part-time School Support Employee (except an Employee who has elected to take the 20% loading in lieu under clause 62.3) shall be entitled to the provisions of this clause on a pro rata basis in accordance with his/her FTE fraction.

35.6.5 Deductions from accrued leave for part-time Employees will be in hours, being the hours the Employee would have worked if not on personal leave.

35.7 Sick Leave

An Employee is entitled to use accrued personal leave when he or she is absent due to personal illness or injury.

35.8 Carer's Leave

An Employee is entitled to use accrued personal leave to care for members of his/her immediate family or household who are sick or injured and require care and support or who require care due to an unexpected emergency.

35.9 Notice

An Employee shall, as soon as possible and where practicable within one hour of the commencement of the Employee's normal working day, inform the Employer of his/her inability to attend for work, and as far as practicable, the estimated duration of absence.

35.10 Evidence – Sick Leave

Employees must provide a certificate from a registered health practitioner, or other evidence that would satisfy a reasonable person, for:

35.10.1 any absence of two or more consecutive days; and

35.10.2 any absence on a day preceding or following a period of annual leave, term holidays or a public holiday as prescribed by this Agreement.

35.11 Evidence – Carer’s Leave

The Employee must, if required by the Employer, provide a certificate from a registered health practitioner, or other evidence that would satisfy a reasonable person that the leave is being taken for the purposes specified in Clause 35.2.2 and that the Employee is responsible for the care of the person concerned.

35.12 Unpaid Personal Leave

In special circumstances where an Employee has exhausted personal leave entitlements, the Employer may grant additional leave of absence, as the Employer so determines, having regard to the circumstances.

35.13 Emergency Leave

35.13.1 An Employee is entitled to use accrued personal leave for a serious situation of an unforeseen nature beyond the Employee's control impacting on the Employee's immediate family or household which requires the immediate attention of the Employee.

35.13.2 An Employee may use up to 3 days of accrued personal leave entitlements in any one year.

35.13.3 The Employee shall provide a written statement or other evidence supporting the application for emergency leave.

35.14 Relief Employees and Employees in Receipt of a Loading in lieu of Paid Leave - Caring Responsibilities

35.14.1 Subject to the evidentiary and notice requirements above, Relief Employees and part-time Employees in receipt of a loading in lieu of paid leave are entitled to not be available to attend work, or to leave work if they need to care for members of their immediate family or household who are sick and require care and support, or who require care due to an unexpected emergency, or the birth of a child.

35.14.2 The Employer and the Employee shall agree on the period for which the Employee will be entitled to not be available to attend work. In the absence of agreement, the Employee is entitled to not be available to attend work for up to 48 hours (i.e. two days) per occasion. Relief Employees and part-time Employees in receipt of a loading in lieu of paid leave are not entitled to any payment for the period of non-attendance.

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

36. COMPASSIONATE LEAVE

36.1. Compassionate Leave – paid entitlement

An Employee (other than a Relief Employee), is entitled to:

- (a) two days' paid compassionate leave on each occasion on which a member of the Employee's immediate family or household contracts or develops a personal illness or sustains a personal injury that poses a serious threat to his or her life; or
- (b) up to five days' paid compassionate leave on each occasion on which a member of the Employee's immediate family or household dies within Tasmania (or seven days outside Tasmania).

36.2. Compassionate Leave – unpaid entitlement

An Employee may take unpaid compassionate leave by agreement with the Employer.

36.3. Evidence

An Employee must give the Employer evidence that would satisfy a reasonable person that the leave is taken for a reason specified in clause 36.1.

36.4. Compassionate Leave – Relief Employees

- (a) Relief Employees are entitled to not be available to attend work or to leave work if a member of the Employee's immediate family or household contracts or develops a personal illness or sustains a personal injury that poses a serious threat to his or her life or dies.
- (b) The Employer and the Employee shall agree on the period for which the Employee will be entitled to not be available to attend work. In the absence of agreement, the Employee is entitled to not be available to attend work for up to 48 hours (i.e. two days) per occasion. The Relief Employee is not entitled to any payment for the period of non-attendance.
- (c) An Employer must not fail to re-engage a Relief Employee because the Employee accessed the entitlements provided for in this clause. The rights of the Employer to engage or not to engage a Relief Employee are otherwise not affected.

37. DISCRETIONARY LEAVE

The Employer may grant special leave of absence with pay to an Employee in the following circumstances:

37.1 Board or Committee Meetings

When an Employee who, in the Employer's time, is required to attend board or committee meetings. Where sitting fees are paid to the Employee for attendance at such meetings, the Employee shall reimburse such fees to the Employer.

37.2 Medical Examination for Military Service

For the purpose of attending a medical examination required in connection with military service.

37.3 Professional / Sport Representation

For a period not exceeding five days per annum to:

- (a) represent the State or Nation at the highest competitive level of sport; or
- (b) represent his/her professional association (related to the profession in which they are employed) at a state or national level.

38. DEFENCE FORCE LEAVE

38.1 An Employee who is a part-time member of any of Australia's Defence Forces may be granted leave of absence for one period of not more than 10 working days in any leave year for the purpose of enabling that Employee to attend any training camps at which that Employee's compulsory attendance, in that Employee's capacity as a part-time member of the Defence Force is required.

38.2 A certificate evidencing the necessity of that Employee's attendance or, as the case may be, that Employee's eligibility to attend, shall be submitted with an application for leave, and, at the conclusion of the period of leave, that Employee shall produce a certificate of attendance, and in each instance, both certificates shall be signed by or on behalf of the person holding office as, or acting in the place of, the commanding officer in Tasmania of the relevant Defence Force.

38.3 If the remuneration received by an Employee who proceeds on Defence Force Leave is less than an Employee's normal salary that he/she would have received had the Employee been at work during the same period, then the difference shall be paid by the Employer.

39. JURY SERVICE

- 39.1 An Employee required to appear and serve as a juror in any court shall be entitled to be granted leave for the period during which attendance at court is required.
- 39.2 The Employee must provide to the Employer written proof of the requirement to attend for jury service as well as an estimate of the duration of the absence(s) from duty. The Employer shall be informed immediately of any change to the known period of absence.
- 39.3 If the remuneration received by an Employee who proceeds on Jury Service Leave is less than an Employee's normal salary that he/she would have received had the Employee been at work during the same period, then the difference shall be paid by the Employer. The Employee must provide to the Employer proof of attendance, the duration of such attendance and the amount received in respect of such jury service.

40. SPECIAL LEAVE - WITHOUT PAY

- 40.1 An Employee may be granted unpaid leave at such a time, period and purpose as may, in the opinion of the Employer, be convenient to the school. Application for such leave shall be made at least twelve weeks before such leave is required. However, in the case of an emergency, the Employer may waive this notice.
- 40.2 Special leave without pay may be granted for not more than one year. In special circumstances, and with due notice, the Employer may agree to an extension of this period, but not for more than a further 12 months. If such leave is granted, while the Employee will, on his/her return to work, be reappointed to the same salary level and work under the same conditions that applied immediately prior to the leave being granted. However, there will be no guarantee that the Employee will return to the same duties or to any position of leadership.
- 40.3 Accrued personal leave at the time of taking leave shall not be affected by any period of unpaid leave but personal leave credits shall not accrue during any period of unpaid leave.
- 40.4 Where the Employer grants leave without pay in excess of 20 days the Employee shall not accrue personal leave and annual leave entitlements during such absence.
- 40.5 Application may be made for leave without pay in conjunction with a period of Long Service Leave. The total period of paid and unpaid leave is limited to a whole term or terms.

41. EXAMINATION AND STUDY LEAVE

The Employer will grant leave with pay to an Employee undertaking:

- academic examination (sufficient to allow attendance and travel); and/or
- study associated with other assessment tasks, including assignments (the amount and timing of leave to be determined by the Employer);

provided that the area of study has direct relevance to the Employee's position within Catholic Education.

42. LONG SERVICE LEAVE

Subject to the following, Employees shall be eligible for Long Service Leave in accordance with the *Long Service Leave Act 1976* (Tas).

42.1 Long Service Leave entitlements of Employees will be as follows:

42.1.1 13 weeks' long service leave in respect of the first 10 years of continuous service; and

42.1.2 1.3 weeks' long service leave in respect of each additional year of continuous service.

42.2 An Employee or, if the Employee dies, the Employee's personal representative, is entitled to a payment in lieu of Long Service Leave where the Employee has:

42.2.1 had at least 7 years', but less than 10 years continuous service in Catholic Education and:

- * the Employee ceases employment because of ill-health;
- * the Employee resigns because of domestic or other pressing necessity;
- * the Employee's contract of employment is not renewed;
- * the Employee retires;
- * the Employee is made redundant;
- * the Employee is dismissed for any reason other than serious and wilful misconduct; or
- * the Employee dies .

42.2.2 completed 10 years or more of continuous service in Catholic Education and ceases employment;

The payment shall be an amount equivalent to the remuneration the Employee would have received had the full amount of unused Long Service Leave been taken as leave at the date of termination.

42.3 If an Employee is sick for a period of 3 or more days while on Long Service Leave, that period is to be credited to the period of Long Service Leave if –

42.3.1 the Employee is entitled to be paid for that period of sickness as though the Employee were at work; and

42.3.2 a certificate from a registered health practitioner is provided relating to that sickness.

- 42.4 Employees, when eligible to take Long Service Leave, may opt to take double the time at half the pay i.e. to extend the period of time on leave with an equivalent amount of leave without pay so that throughout the duration of the total leave (including school holiday periods) they are paid at 1/2 (0.5) of their FTE rate of pay.
- 42.5 Employees who have accumulated more than 50 days of Long Service Leave, when taking a minimum of one term or 50 days of Long Service Leave may opt to cash out some or all of the remaining entitlements.
- 42.6 Employees who are taking at least 30 days of Long Service Leave may take the remainder of the school term as Leave Without Pay so that the total of leave taken is equivalent to a complete term.
- 42.7 Employees, by mutual agreement with the Employer, may utilise a combination of Long Service Leave and Leave Without Pay to take a full year of leave.
- 42.8 Employees who are over 65 years of age will be eligible to accrue Long Service Leave.

43. FAMILY VIOLENCE LEAVE

- 43.1 An Employee experiencing family violence will have access to 3 days per year (non-cumulative) of paid special leave for medical appointments, legal proceedings and other activities related to family violence. This leave will be in addition to existing leave entitlements and may be taken as consecutive or single days or as a fraction of a day and can be taken without prior approval.
- 43.2 An Employee who supports a person experiencing family violence may take carer's leave to accompany them to court, to hospital or to mind children.
- 43.3 In order to provide support to an Employee experiencing family violence and to provide a safe work environment to all Employees, an Employer will approve any reasonable request from an Employee experiencing family violence for:
- changes to his/her span of hours or pattern or hours and/or shift patterns;
 - job redesign or changes to duties;
 - relocation to suitable employment;
 - a change to his/her telephone number or email address to avoid harassing contact; and
 - any other appropriate measure including those available under existing provisions for family friendly and flexible work arrangements.

44. RENEWAL LEAVE SCHEME

An Employee is entitled to participate in the Renewal Leave Scheme as follows.

- 44.1 With the agreement of the Employer a participating Employee will, by taking a reduction in normal salary for four years, become entitled at the end of that period

to one year of renewal leave during which they will be paid salary at 80% of his/her salary rate for that year.

- 44.2 There must be an application and approval as follows:
 - 44.2.1 The Employee must apply stating the proposed period of the leave,
 - 44.2.2 The Employer may grant such leave taking into account the overall needs of the workplace, and
 - 44.2.3 The Employer must notify the Employee in writing whether the Employee's application has been approved or not.
- 44.3 The Employer and Employee must set out an agreement in writing, specifying:
 - 44.3.1 The 5-year period over which the leave will be accumulated and taken, and
 - 44.3.2 The period of leave to be taken.
- 44.4 During the period of leave
 - 44.4.1 Normal employment conditions will apply as if the Employee was on Annual Leave.
 - 44.4.2 The leave will be treated as a period of paid leave for all purposes.
 - 44.4.3 Superannuation contributions are to be paid throughout the period of the scheme and in accordance with the rate of salary applicable. (It is the responsibility of the Employee to obtain any personal superannuation advice from the Employee's own advisers).
 - 44.4.4 Compulsory deductions from pay will be made throughout the period of leave. Voluntary deductions from pay (including life insurance premiums, private health fund premiums, union membership fees etc) made by the Employer at the request of an Employee are to continue throughout the period of the Scheme.
- 44.5 Changes to the arrangements must be made by consultation and agreement as follows:
 - 44.5.1 Where an Employee participating in the scheme moves to either another school or the TCEO the Employer and Employee will consult and agree as to whether or not the Employee is able to continue on the Scheme.
 - 44.5.2 An Employee may apply to withdraw from the scheme due to a change in personal circumstances. In such circumstances, an Employee may arrange to take the accumulated leave immediately or either wholly or in part at a later time approved by the Employer.
- 44.6 Where a participating Employee is absent on Parental Leave, either within the work period or during the leave period, the Employee's participation in the Scheme is not affected by that Parental Leave.
- 44.7 The Scheme is to be suspended during any period of incapacity for which the worker is entitled to compensation under the provisions of the *Workers' Rehabilitation and Compensation Act 1988*, effective from the day before the commencement of the period of incapacity and terminating upon the last day of the incapacity. Upon suspension of the Scheme in accordance with this provision, the Employee reverts to normal salary entitlement.

- 44.8 Where a participating Employee ceases to be employed by the Employer, the Scheme will thereupon terminate and the Employer will pay in one lump sum to that former Employee, or to that person's estate, the exact amount of that former participating Employee's accumulated leave entitlement less the prescribed income tax and any other compulsory deductions not later than twenty working days after termination.

45. TRADE UNION TRAINING LEAVE

A representative of the Union at each school shall be allowed one day's leave every year to attend trade union training courses authorised by the Union. Approval shall not be unreasonably withheld by the Employer. Leave requested for the purpose of this subclause shall not affect the efficient running of the school.

46. COMMUNICABLE DISEASES LEAVE

- 46.1 An Employee who contracts a communicable disease or illness shall absent themselves from duty and be entitled to paid leave without reduction of his/her personal leave entitlements.
- 46.2 The application for Communicable Diseases Leave must be accompanied by a certificate from a registered health practitioner identifying the illness and a statement by the Employee, or other evidence which would satisfy a reasonable person, that the disease or illness was contracted in the course of his/her employment.
- 46.3 For the purposes of this clause, a communicable disease or illness shall mean a disease classified by the National Health and Medical Research Council and/or the Tasmanian Department of Health and Human Services as communicable and requiring exclusion and includes:

Amoebiasis (Entamoeba histolytica)	Meningitis (viral)
Campylobacter	Meningococcal infection
Chickenpox (Varicella)	Mumps
Conjunctivitis	Norovirus
Cryptosporidium infection	Pertussis (Whooping Cough)
Diarrhoea	Ringworm/tinea
Diphtheria	Rotavirus infection
German measles (Rubella)	Rubella (German measles)
Giardiasis	Salmonella infection
Hand, foot and mouth disease	Scabies
Haemophilus influenza type b (Hib)	Scarlet fever (Streptococcal sore throat)
Hepatitis A	Shigella infection
Impetigo (school sores)	Tuberculosis (TB)
Influenza and influenzalike illnesses	Typhoid, Paratyphoid
Leprosy	Viral gastroenteritis (viral diarrhoea)
Measles	
Meningitis (bacterial)	

47. PARENTAL LEAVE & RELATED ENTITLEMENTS

Employees are entitled to Parental Leave and related entitlements as set out in Schedule 1

SPECIFIC CONDITIONS

– EDUCATION OFFICERS

48. CONTRACT OF EMPLOYMENT – Education Officers

48.1 Vacant Positions:

All Education Officer positions will be advertised at least throughout the Tasmanian Catholic Education Office and in all schools whose Employers are signatories to this agreement.

48.2 Term of Appointment

48.2.1 An Employee will be appointed as an Education Officer for a specified term of three years or one year, depending upon funding.

48.2.2 Education Officers shall be informed on appointment of their obligations to achieve Accreditation to work in a Catholic School.

48.2.3 The appointment may be extended by mutual agreement.

48.2.4 At the end of the contract, if the position is available, it will be advertised.

48.2.5 Where a contract is not extended, the Employer will provide advice to the Employee that the contract is not to be extended at least 10 weeks prior to the expiration of the contract. Where this advice is not given, or not given in full, the Employer will make payment equal to normal wages for 10 weeks, or the period of advice not given.

48.2.6 At the end of a specified term where the employment is not extended, the incumbent Education Officer may apply for the advertised position.

48.2.7 Where an Employee was, immediately before being appointed as an Education Officer, an Employee of a respondent Employer, there will be negotiations between the Employer and the Employee prior to the expiration of the appointment as an Education Officer, for re-appointment to a position with a respondent Employer with salary in accordance with the classification of that position. Preference will be given to appointing the Employee to a position at the school or college he / she left should there be a vacancy, but if this is not possible, the appointment will be made to another school or college taking into account factors such as reasonable travelling distance and prior class level taught. These negotiations shall commence not later than the

beginning of Term 3 in the last year of the appointment as an Education Officer.

48.2.8 For those not covered by clause 48.2.6 above, the Employer will provide redeployment support (including career counselling).

49. HOURS OF WORK – Education Officers

49.1 It is recognised that:

49.1.1 due to the nature of the work of Education Officers, there is a need for flexibility regarding hours of work; and

49.1.2 at certain times, specific tasks may need to be completed outside the ordinary hours of work; and

49.1.3 on occasions, Education Officers are required to be away from home overnight because of school commitments, travel distances or, travel intrastate and interstate.

49.2 The ordinary hours of work for a full-time Employee shall be 38 hours per week, exclusive of lunch breaks, which may be taken at a time convenient to the Education Officer.

49.3 Rest breaks may be taken at times convenient to the Education Officer.

49.4 The span of hours during which ordinary hours may be worked shall be between the hours of 7:00 a.m. to 7:00 p.m. from Monday to Friday inclusive.

49.5 Where there is agreement between the Education Officer and the Employer, the Education Officer may work either a greater or lesser number of hours than 7.6 per day or outside of the span of hours.

50. TIME IN LIEU – Education Officers

50.1 Education Officers shall be given time in lieu in instances where they have been requested and agreed to conduct professional learning sessions on a weekend or public holiday.

50.2 In cases where a part-time Education Officer is required to be present for work on a day other than his / her normal working day, time in lieu will apply on a day-for-day or time-for-time basis.

50.3 Time in lieu shall be taken in a manner that is agreed between the Employer and the Employee.

50.4 Managers may agree with Employees on arrangements to respond to short-term or ongoing perceived excessive workloads.

51. ANNUAL LEAVE - Education Officers

- 51.1 An Education Officer shall be entitled to school holidays, less four working weeks, without loss of pay for each year of service. This will include:
- 51.1.1. four weeks annual leave; and
 - 51.1.2 the working days between Christmas / New Year.
- 51.2 The four working weeks during school holidays will be scheduled as follows:
- 51.2.1 the two (2) weeks immediately prior to the week students return for Term 1;
 - 51.2.2 the first week of the school holiday period at the end of Term 1; and
 - 51.2.3 the first week of the school holiday period at the end of Term 3.
- 51.3 The Employer and Employees may agree to change these weeks in any year.
- 51.4 Where a holiday(s) (Clause 34) falls in the week(s) not worked in the term one or three holidays, Education Officers will be granted a substitute day(s) to be taken at a time agreed between the Employer and Employees.
- 51.5 An Education Officer may agree with the Employer to work during any scheduled school holiday period and take equivalent leave at another time prior to the expiration of that contract.
- 51.6 An Employee on termination shall be entitled to a pro-rata payment in respect of leave not taken. The payment shall be equal to ordinary salary for the period:
- $$A \times (B-20) - C$$
- Where:
- A = the proportion of the year worked
 - B = days of school holidays for the year
 - C = days of school holidays already taken in the year.
- 51.7 Part-time Employees shall be entitled to Annual Leave proportionate to the full-time equivalent service.

52. TRANSPORT ARRANGEMENTS – Education Officers

- 52.1 The Employer shall make available to all full time Education Officers a fully maintained vehicle. 6.75% of the Education Officer's gross salary shall be deducted from their pay on a fortnightly basis by way of personal contribution towards the running costs of the vehicle. The vehicle must be used for all work-related travel or as directed by the Employer. The vehicle can also be used for private purposes and must be garaged at the home of the Education Officer.
- 52.2 The Employer will make available a vehicle for Education Officers who do not elect to receive a vehicle as per clause 52.1. The vehicle must only be used for work-related travel.

- 52.3 The Employer will make available a vehicle for part-time Education Officers for work-related travel.
- 52.4 Notwithstanding 52.3 above where a vehicle is not provided or, following discussions between the Education Officer and the Employer, it is deemed impractical for an Education Officer to utilise such a vehicle, the Education Officer will be entitled to use his or her own car for work-related travel and be reimbursed at the per-kilometre rate provided in this Agreement.

53. PROVISION FOR TRAVEL AND ACCOMMODATION

The Employer shall provide for all reasonable costs of accommodation and meals when an Education Officer is travelling or engaged on official duties.

54. SALARIES AND CLASSIFICATIONS

There shall be two levels of Education Officer as follows:

Education Officer Level 1 (Operational)

An Education Officer at Level 1 is required to:

- (a) Work with, assist and provide advisory / liaison services to school personnel and to work with relevant colleagues in the TCEO in managing the development, delivery and monitoring of these services as appropriate to the role;
- (b) Assist in the development, implementation and evaluation of policy associated with (a) above;
- (c) Develop and deliver professional development activities in role relevant areas to Teachers and other school staff; and
- (d) Monitor and evaluate a range of data sources that help inform student levels of achievement or individual student progress in systemic schools.

Education Officer Level 2 (Strategic)

An Education Officer at Level 2 is required to:

- (a) Have the qualifications and experience to be appointed to the role of an Education Officer Level 1;
- (b) Operate at a strategic level and take direct responsibility for the development, implementation and coordination of particular programs or initiatives of the TCEO; and
- (c) Lead the development, implementation and evaluation of policy associated with the work conducted by Education Officers.

Salaries are set out in Schedule 3.

SPECIFIC CONDITIONS

– SCHOOL SUPPORT EMPLOYEES

55. CONTRACT OF EMPLOYMENT – School Support Employees

55.1 Appointment

55.1.1 An Employer shall advertise any vacant position throughout all Tasmanian Catholic Schools and the Tasmanian Catholic Education Office.

55.1.2 Employees, upon appointment, shall be informed, in writing, of their conditions of employment (including the number of hours per week and the days per year for which they will be required to attend work), the classification level to which they have been appointed and on which they will remain and be paid the salary thereof until they are reclassified.

55.1.3 Employees shall be informed on appointment of their obligations to achieve Accreditation to work in a Catholic School.

55.2 Terms of Appointment

55.2.1 With the exception of a Relief Employee and a Limited Tenure Employee, employment under this clause shall be ongoing.

55.2.2 From the commencement of the 2015 school year, an ongoing School Support Employee may be required to take leave without pay during non-term weeks, provided that:

- (a) The period of leave without pay may not exceed 8 weeks in any school year;
- (b) The Employee's contract of employment must specify the arrangement in writing;
- (c) All such periods count as service and do not break continuity of service;
- (d) If work which the Employee is capable of performing is available during any such period, the Employee may be offered such employment (whether on a full-time, part-time or relief basis). The Employee may refuse an offer of employment without prejudice to their normal employment arrangement. Remuneration for such work will be at the rate of pay appropriate to the work being performed; and

- (e) No Employee will suffer a reduction in the number of weeks for which they are paid per year, or increased period of unpaid leave as a result of the introduction of this clause.

55.2.3 If required to take leave without pay under clause 55.2.2, the Employee may elect to average (annualise) their salary (clause 17.4)

55.2.4 The parties note that a number of Employees worked (and were paid for) less than 40 weeks in 2014 and will, from the commencement of 2015, be employed and paid for at least 40 weeks per year. In respect of these Employees only until the conclusion of the 2017 school year:

- (a) The Employee’s weekly working hours (FTE) must not be reduced;
- (b) The Employer and Employee may agree to a number of options to ensure that the Employee has meaningful work to do including:
 - engaging in professional development;
 - time-in lieu and make-up time arrangements;
 - project work; and
 - temporary secondment to another school.

The Employee must not unreasonably withhold his/her agreement to such an option.

- (c) Where, after consultation on the options above, the Employee genuinely does not wish to work the additional time/weeks, the Employee may apply for, and the Employer must grant, additional unpaid leave.

55.2.5 Where the implementation of the minimum 40 weeks’ employment in 2015 creates any difficulties in a particular school, the parties will meet and constructively work to resolve the issues.

55.3 Termination

55.3.1 An Employee may terminate his/her employment by giving at least two weeks’ notice or the forfeiture of wages equal to the period of notice not given. The Employer may terminate the employment by giving notice in accordance with the following:

<u>Years of Service</u>	<u>Period of Notice</u>
Not more than three years	2 weeks
More than three, not more than five	3 weeks
More than 5 years	4 weeks
Plus one week if the Employee has completed at least 2 years’ continuous service and is over 45 years of age on the day the notice is given.	

55.3.2 Nothing in this clause shall limit the right of the Employer to dismiss an Employee instantly for misconduct, neglect of duty or actions which would justify instant dismissal.

55.3.3 An Employee shall be entitled to receive, on request, a statement of service on termination of employment. Such statement shall contain at least the commencing and finishing dates of service and duties performed whilst employed.

55.3.4 On the day of termination or by a mutually agreed date, an Employee shall receive all outstanding entitlements.

56. ONGOING EMPLOYMENT - Teacher Assistants

56.1 Teacher Assistants who have been employed for more than one year (other than on limited tenure) will be classified as on-going Employees.

56.2 On-going hours of work will be determined as in clause 58 (Hours of Work - Core and Flexible Elements).

57. HOURS OF WORK – School Support Employees

57.1 Full-time Employees

57.1.1 The ordinary hours of work for a full-time Employee shall be an average of 38 per week to be worked on one of the following basis:

- (a) 38 hours within a period not exceeding seven consecutive days;
- (b) 76 hours within a period not exceeding fourteen consecutive days.

57.1.2 The ordinary hours of work prescribed may be worked on any or all days of the week Monday to Friday, between 7.00 am and 6.00 pm. Subject to the constraints specified in clause 57.1.1, up to 8-1/2 hours (exclusive of meal breaks) may be worked on any one day without incurring overtime.

57.2 Part-time Employees

A part-time Employee shall, except in exceptional circumstances, be engaged for a minimum of 2 hours on each occasion;

57.3 Rostered Leisure Days

57.3.1 Where possible the Employer shall implement a system embracing the concept of 'rostered leisure days' (RLD's) or half rostered leisure days. The option of working five days each week Monday to Friday will only be utilised where the demands of the business and availability of staff precludes any other reasonable alternative.

57.3.2 In circumstances whereby a system of RLD's applies, an Employer, with the agreement of the majority of Employees concerned, and in an emergency situation may substitute the day an Employee is to take off for another day.

57.3.3 An individual Employee, with the agreement of the Employer, may substitute the day the Employee is to take off for another day. The agreement of the Employee and Employer, as the case may be, shall not be unreasonably withheld.

57.3.4 By agreement between the Employee and the Employer, Employees may accrue up to a maximum of 12 RLD's which shall be taken at a mutually agreed time.

57.4 Preparation Day – Teaching Support Staff

Teaching Support Employees will be afforded one day, or the equivalent of one day, during the student-free days at the commencement of each year free from meetings for preparation.

58. HOURS OF WORK - CORE AND FLEXIBLE ELEMENTS - Part-time Teacher Assistants

58.1 An Employee's hours of work will be made up of a 'core' element (his/her substantive position) based on the average (mean) of his/her full-time equivalent (FTE) over the previous three years of his/her employment in the school. There may be an additional 'flexible' element in his/her FTE, which can vary from time to time according to the schools' need.

58.2 Part-time Teacher Assistants are on-going Employees unless they are on Replacement or Limited Tenure contracts. Individual letters of appointment must state this.

58.3 Calculations of core and flexible elements for all part-time Teacher Assistants will be done in mid Term 3 each year initially by averaging the Employee's FTE for the current year and the previous two years of service using a divisor of three (3).

58.4 In cases where an Employee gains a position in his/her current or a new school at a higher FTE the Employee's core FTE will be the average of the previous two years FTE and the FTE of the new appointment.

58.5 In cases where an Employee gains a position in his/her current or a new school at a lower FTE the Employee's core FTE will be deemed to correspond to the FTE of the new appointment.

58.6 A further calculation will apply; 70% of the core element will be designated as the actual core element and 30% will be designated the flexible element.

- 58.7 If three years of service including the current year as a full year have not been completed the averaging process will still use a divisor of three (3) for the purpose of calculating core and flexible elements.
- 58.8 If a reduction in core element FTE is requested by the Employer due to a need to reduce staffing Clause 30 (Reduction in Hours of Work and Transitional Maintenance of Salary) will apply.
- 58.9 The FTE applicable to each Employee at 1 March of each year will be the FTE that is applied for calculation purposes.
- 58.10 The flexible element FTE may be varied from year to year according to the school's need and this will be noted in a limited tenure contract. The flexible element will be the difference between the total FTE and the core element.
- 58.11 The core and flexible elements must be clearly expressed in statements of FTE hours issued each year.
- 58.12 If a flexible element appointment is discontinued, the on-going employment will continue at the core element.

Calculation of Core and Flexible Elements

- 58.13 The core and flexible element FTE will be recalculated in mid Term 3 each year by averaging the core and flexible element FTE for the current year and the previous two years of service using a divisor of three (3).
- 58.14 The figures arrived at by the calculations will apply to the following year's appointment.
- 58.15 The calculations will be completed by mid Term 3 where possible and the results immediately conveyed to each part-time Teacher Assistant.
- 58.16 If application of Clause 30 (Reduction in Hours of Work and Transitional Maintenance of Salary) is necessary, any payout will be made at the core element only.

59. OVERTIME – School Support Employees

- 59.1 Subject to sub-clause 59.3, the Employer may require an Employee to work reasonable overtime from time to time. No overtime shall be worked without prior approval of the Employer or a person authorised by the Employer to approve overtime work.
- 59.2 The provisions of clause 59.1 above do not apply to Employees employed in accordance with the Parental Leave part-time work provisions of this agreement, Schedule 1 Clause 23 (Return to Work Part Time).

- 59.3 An Employee may refuse to work overtime in circumstances where the working of such overtime would result in the Employee working hours which are unreasonable having regard to:
- 59.3.1 any risk to Employee health and safety;
 - 59.3.2 the Employee's personal circumstances including any family responsibilities;
 - 59.3.3 the needs of the workplace and enterprise;
 - 59.3.4 the notice (if any) given by the Employer of the overtime and by the Employee of his or her intention to refuse it; and
 - 59.3.5 any other relevant matter.
- 59.4 In computing overtime each day shall stand-alone.
- 59.5 For all time worked in excess of the ordinary hours of work, Monday to Friday, payment shall be made at the rate of time and one half for the first two hours and double time thereafter.
- 59.6 For all time worked on a Saturday or Sunday, payment shall be made at the rate of double time.
- 59.7 For all time worked on a public holiday as prescribed in Clause 34, payment shall be made at the rate of double time and one half.
- 59.8 An Employee required to work overtime for more than one and a half hours shall either be supplied with an adequate meal by the Employer or be paid the meal allowance amount specified in Clause 22. Such payment is made on the day on which the overtime is worked, prior to the meal break being taken.
- 59.9 Where an Employee has performed duty on overtime, the Employee may be released from duty for a period not exceeding the period of overtime actually worked subject to the conditions herein.
- 59.9.1 An Employee may only be released from duty in lieu of payment for overtime at the request of the Employee and with the agreement of the Employer. Such agreement shall be in writing, shall be made at the time when or before the overtime is worked and be kept with the time and wages records.
 - 59.9.2 Any such leave so accumulated must be taken, or committed to be taken, within 12 months after the accrual of 20 hours.
 - 59.9.3 This provision shall only apply in respect of overtime worked between Mondays to Friday inclusive. Normal penalties for overtime worked on Saturday and Sunday shall apply for those days.
- 59.10 Where subclause 59.9 is not applied and an Employee is required to attend school after leaving other than to carry out rostered duties and the duty is not continuous with completion of ordinary working hours, the Employee must be paid a minimum of two hours pay at the relevant rate.

60. REST / MEAL PERIODS – School Support Employees

- 60.1 An Employee who works for any consecutive period of 2.5 hours on any day is entitled to one ten minute rest period within that period.
- 60.2 Meal breaks shall be a minimum 0.75 hours (45 mins) duration and be taken between the hours of 11.30 am and 2.30 pm.

61. ANNUAL LEAVE - School Support Employees

61.1 Period of Leave

61.1.1 Employees other than relief Employees shall accrue four weeks Annual Leave for every period of 12 months' continuous service.

61.1.2 Any period of leave an Employee is required to take under clause 55.2.2 shall count as service such that Annual Leave will accrue on it.

61.1.3 Annual Leave shall be given and taken in one consecutive period, or if the Employer and the Employee agree, in two separate periods, the lesser of which shall be not less than seven consecutive days.

61.2 Full Annual Leave

An Employee (other than a part-time employee working less than 20 hours per week who has elected to receive the loading under clause 62.3) shall be entitled to 4 weeks' Annual Leave, on his/her normal rate of pay.

61.3 Annual Leave Exclusive of Holidays with Pay

Annual leave prescribed by this subclause shall be exclusive of any of the holidays prescribed by Clause 34. If any such holiday falls within an Employee's period of Annual Leave and is observed on a day which, in the case of that Employee would have been an ordinary working day, there shall be added to the period of Annual Leave, time equivalent to the ordinary time which the Employee would have worked if such day had not been a holiday.

61.4 Broken Leave

Leave allowed under the provisions of this subclause shall be given and taken in not more than 2 separate periods unless the Employer and the Employee otherwise agree.

61.5 Time of Taking Leave

Annual Leave is to be taken at a time negotiated by the Employer and Employee and convenient to both and within a period not exceeding 6 months from the date when the right to Annual Leave accrued.

61.6 Payment in Lieu Prohibited

Other than upon termination, payment shall not be made or accepted in lieu of Annual Leave.

61.7 **Proportionate Leave on Ending Service**

If after one month of continuous service in any qualifying 12 month period an Employee lawfully leaves his/her employment or his/her employment is terminated by the Employer through no fault of the Employee, the Employee shall be paid at the Employee's ordinary rate of wages as follows:

8.33% of Annual Leave entitlement for each completed month of continuous service.

61.8 **Annual leave entitlements will only be reduced** when an Employee has had Leave Without Pay (other than under clause 55.2.2) in excess of 20 days in that calendar year.

62. **SALARIES AND CLASSIFICATION – School Support Employees**

62.1 Until such time as a new structure is implemented in accordance with clause 62.8 School Support Employees shall be classified in accordance with the structure set out in the Tasmanian Catholic Education Agreement 2009 and paid in accordance with the salary structure in Schedule 3 of this Agreement.

62.2 The hourly rate of pay to be paid to a part-time Employee shall be 1/38th of the weekly salary.

62.3 A part-time Employee working less than 20 hour per week may elect to receive a 20% loading in lieu of Annual Leave, Personal Leave and holidays with pay or to receive those entitlements as set out in the relevant clauses.

62.4 A part-time Employee working less than 20 hours per week who receives a loading in lieu of Annual Leave, Personal Leave and holidays with pay may, in consultation with the Employer, elect to take up to 4 weeks Leave Without Pay in any one leave year. Leave under this provision shall not be cumulative.

62.5 In calculating years of experience, experience shall commence at the date upon which a person commences an appointment.

62.6 A full-time Employee shall be credited with a year of experience upon completion of each year of service.

62.7 Part-time Employees shall be credited with experience according to the following formula:

$$\text{Experience} = \frac{H}{38} \times \frac{W}{52}$$

where H = number of hours per week employed and
W = the number of weeks of continuous service

62.8 The Parties have agreed to review and update the Classification Structure for all School Support Employees during the first year of the life of this Agreement. The Parties commit to actively negotiating to this end, and the Employers will consult with staff and their representatives covered by the clause to ensure a contemporary, relevant and fair outcome. The parties will develop a structure to properly remunerate Well-Being Employees. Upon reaching agreement on a new structure, the parties will take steps to vary this Agreement.

63. RECLASSIFICATION - School Support Employees

63.1 A School Support Employee may seek reclassification if he or she believes that:

- his/her duties have significantly changed; and/or
- the classification level is inappropriate for the duties, skills, qualifications and/or responsibilities associated with the position.

63.2 In the event of a successful application for reclassification to a higher level, the new rate will be paid from the date the application was made.

63.3 Following the outcome of an application under this clause, an Employee may make a further application upon the expiry of 12 months from the date of the previous application.

64. HIGHER DUTY ALLOWANCE – School Support Employees

64.1 Where an Employee is directed by the Employer to temporarily perform the duties of an Employee with a higher classification for a period of ten (10) working days or more, that Employee shall be paid an Allowance equal to the difference between the Employee's own salary and the minimum salary of the higher position.

64.2 Where an Employee continues to perform the higher duties as provided for in clause 64.1 above, for a period of more than twelve (12) months an increment, if provided for in the higher classification, shall be paid.

64.3 Where an Employee receiving an Allowance under clause 64.1 above, proceeds on approved paid leave, other than Parental Leave, the Employee will continue to receive that Allowance, provided that the duties continue after the period of such leave.

64.4 For the purposes of Clause 64.2, reference to Employee does not include replacement Employee or relief Employee.

65. LIBRARIAN ALLOWANCE

Where a Librarian, other than a Teacher Librarian, is in sole charge of a school library or is responsible for other personnel an Allowance shall be paid in accordance with Schedule 3.

66. TOOL ALLOWANCE - Utility Employees

Where tools and/or equipment are not available from the school for a particular task an Employer may negotiate with the Employee to provide such tools and/or equipment as required. Where, as a result of negotiation between the Employer and the Employee, the Employee provides the requisite tools and/or equipment, the Employer shall pay the Employee a tool allowance of \$18 per week for such provision.

67. CHILDCARE COSTS

Where a School Support Employee is directed to work outside his/her normal hours or work patterns and, as a result, incurs additional commercial childcare costs, such costs will be reimbursed by the Employer.

SPECIFIC CONDITIONS - TEACHERS

68. CONTRACT OF EMPLOYMENT - Teachers

68.1 Appointment

68.1.1 An Employer shall advertise any vacant position throughout all Tasmanian Catholic Schools and the Tasmanian Catholic Education Office, save for those instances where an Employee who has served a minimum of three years in a remote school has the opportunity to apply for relocation to a cluster of schools nominated by that Teacher, in these cases the Employer will give additional preferential consideration to that request.

68.1.2 Employees, upon appointment, shall be informed, in writing, of their conditions of employment, the classification level to which they have been appointed and on which they will remain and be paid the salary thereof until they are reclassified.

68.1.3 Employees shall also be informed on appointment of their obligations to achieve Accreditation to work in, and Accreditation to teach in a Catholic School.

68.1.4 A Teacher who commences employment at any time in the first week of first term will be deemed to have commenced on the first day of first term.

68.2 Probation

68.2.1 Employment under this clause shall be subject to the satisfactory completion of a probationary period of one school term. Provided that:

- (a) the Employer shall provide a probationary Employee an induction program in the first year of service; and
- (b) the induction program may include a negotiated reduction in workload for the inductee.

68.2.2 Where this probationary period is required to be undertaken the probation may be extended at the discretion of the Employer for a second school term provided that the Employee is notified in writing at least four weeks before the end of term of such an extension and the reasons for it.

68.2.3 At least four weeks before the end of the probationary period, the Employee shall be confirmed in writing of his/her appointment or the termination of his/her employment.

68.2.4 If an Employee starts employment with a new Employer following the completion of a probationary period with any other Employer subject to this Agreement, the Employee's ongoing employment may be subject to the successful completion of a further probationary period. Provided that the potential Employee is made aware of this provision in writing prior to the appointment being made.

68.2.5 The Employer or the Employee may terminate the employment at any time during the probationary period by the giving in writing of at least 4 weeks' notice.

68.3 Termination

68.3.1 The employment of an Employee other than a probationary Employee shall only be terminated by the giving of at least eight calendar weeks' notice in writing by either party no more than two weeks of which may fall in a school holiday period.

68.3.2 When an Employee has applied for, or formally notifies of an intention to apply for, an advertised position with another Employer and will not know the outcome of that application in time to give the required eight weeks' notice, formal notification in writing to the Employer of this situation shall satisfy the requirement to give notice under clause 68.3.1. The Employer must be notified immediately the Employee learns of the success or otherwise of his/her application. The Employer may advertise the potentially vacant position without prejudice to the Employee's position should he/she not be successful in his/her job application.

68.3.3 Failure by an Employee to give the eight weeks' notice may result in forfeiture of wages for the period by which the notice falls short of eight weeks up to a maximum of four weeks' wages.

68.3.4 Failure by an Employer to give the appropriate dismissal notice shall result in the payment of wages for the period by which the notice falls short of eight weeks.

68.3.5 In appropriate circumstances notice of resignation may be waived and resignation allowed to take effect at a time other than the time provided in subclause 68.3.1.

68.3.6 Nothing in this clause shall limit the right of the Employer to dismiss an Employee instantly for misconduct or neglect of duty or actions which would justify instant dismissal.

68.3.7 An Employee shall be entitled to receive, on request, a reference on termination of employment. Such a reference shall contain at least the commencing and finishing dates of service and the duties performed whilst employed.

68.3.8 On the day of termination or by a mutually agreed date, a Teacher shall receive any outstanding entitlements.

69. DAYS OF ATTENDANCE – Teachers

- 69.1 Teachers in Catholic schools shall attend a maximum of 195 days over 40 weeks.
- 69.2 The days of attendance described in sub-clause 69.1 shall commence no earlier than the last Monday in January in any year.
- 69.3 For Teachers, the first day of the year shall be at least 3 working days before the first pupil day of that year.
- 69.4 The end of the school year will be no later than the Friday of the week before Christmas Day provided this is a week day. Where Christmas Day falls on a weekend, the last day of school will be no later than the Friday of the week before.
- 69.5 A minimum summer break of 6 weeks (inclusive of public holidays) will be guaranteed. Where the Government gazetted calendar provides a break of 6 full weeks (Sunday to Saturday) the break under this clause will also be 6 full weeks.
- 69.6 Professional learning and co-curricular activities may only be performed in school vacation periods by mutual agreement.
- 69.7 The configuration, but not the number, of days at school may be varied in any one year. This configuration (calendar) will be decided by the Principal following consultation with staff through the Consultation clause of this Agreement.
- 69.8 Teachers will be afforded one day each, or the equivalent of one day each, during the student-free days at the commencement of each year free from meetings and scheduled tasks for preparation.

70. HOURS OF WORK - Teachers

- 70.1 Hours of work for a full-time Teacher shall consist of 36 hours per week averaged over a term (Secondary Teachers) or a year (Primary Teachers).
- 70.2 The 36 hours of work per week includes but is not limited to the following:
- 70.2.1 Face to face teaching (instructional load) with a maximum of:
- 23 hours per week for primary Teachers (including pastoral care duties and classroom administration)

- 20 hours per week for secondary Teachers (including pastoral care and homeroom duties)
 - the above maxima are reduced by 2 hours for graduate Teachers in their first year of teaching;
- 70.2.2 Non-teaching student duties including assemblies and liturgies;
- 70.2.3 Planning and preparation;
- 70.2.4 Supervision (including yard, bus, car park and relief);
- 70.2.5 Parent-Teacher meetings including Information Evenings;
- 70.2.6 Camps / retreats / other overnight excursions;
- 70.2.7 Co-curricular activities;
- 70.2.8 Scheduled Teacher / staff meetings (e.g. curriculum, pastoral);
- 70.2.9 Professional Learning;
- 70.2.10 Duties and responsibilities associated with leadership and other roles for which time release is granted; and
- 70.2.11 Unplanned duty of care circumstances that arise from time to time.
- 70.3 Pastoral Care and Homeroom time in secondary schools will, where this is not already the school's practice, be included as instructional load from the commencement of the 2016 school year.
- 70.4 For Terms 2, 3 and 4 of the 2015 school year only, compensation will be given to all secondary Teachers with scheduled pastoral care or homeroom classes / times which, together with their instructional load, take them over 20 hours' total (or pro-rata for part-time Teachers) as follows:

Time over	Compensation
Up to one hour over	\$ 500 per term
More than 1 hour up to 2 hours over	\$ 650 per term
More than 2 hours over	\$ 850 per term

In 2015:

- Regularly timetabled pastoral care (instructional) must be included within the 20 hours' instructional load;
 - Schools may reduce "uncounted" pastoral care and homeroom time, but may not increase the "uncounted" time to be worked by a Teacher from that which they were working in Term 1, 2015; and
 - The parties will meet as needed to review the implementation of the counting of pastoral care and homeroom time within the 20 hours' instructional load and work constructively to resolve any issues arising from this change.
- 70.5 No Teacher in a Catholic School shall be required to perform an unreasonable or excessive workload. In making decisions about the work of Teachers, the Employer will attempt to provide for equitable workloads across the school and among Teachers. The Employer will consult staff over workloads through the Consultative Committee.

- 70.6 The parties agree that:
- 70.6.1 Teachers' work includes the work undertaken to meet their professional responsibilities. This work may be performed in other locations including, for example, the Employee's home.
 - 70.6.2 There shall be no set attendance requirements beyond the last of the Teacher's scheduled duties for the day including classroom teaching.
 - 70.6.3 Teachers acknowledge the importance of their professional responsibilities to the school and the learning needs of students.
- 70.7 For Primary Teachers, the time allocated for meetings of staff outside the normal school day will not exceed an average of 2 hours per week across the school term.
- 70.8 A full-time Primary Teacher is entitled, within the 25 average contact hours for students, to a minimum of 2 hours' release time per week (pro rata for part-time Teachers) for preparation and correction. If such time is unable to be allocated in any week, except in one-off exceptional circumstances, it will be taken at a time to be agreed with the Employer.
- 70.9 For Secondary Teachers the total time for:
- 70.9.1 non-teaching face-to-face duties, and
 - 70.9.2 attendance at subject, curriculum, year and other relevant meetings outside the school teaching timetable,
- will not exceed an average of 5 hours per week across the school term. Non-teaching face to face duties include but are not limited to timetabled assemblies, liturgies, timetabled supervision (non-teaching) of a specified group of students, playground supervision and relief supervision.
- 70.10 A full-time Secondary Teacher is entitled to that school's usual time allocated for planning, preparation and assessment per week (pro-rata for part-time Teachers). Where circumstances are such that a Teacher is not getting this time, and this is becoming a pattern or a significant problem, the Teacher should discuss the matter with his/her line manager to ensure that adequate time is afforded. Any additional time allocation will be at the discretion of the Employer.
- 70.11 The Employer will consult staff through the Consultative Committee about the configuration and number of working hours including scheduled duties.
- 70.12 Part-time Teachers' actual hours will be determined by mutual agreement between the Teacher and the Employer in order to meet timetable configurations.
- 70.13 The Parties acknowledge that it is desirable to have Part-time Teachers participate in meetings and other activities relevant to their work and that these will sometimes be scheduled at times which are not within or adjacent to the Part-time Teacher's normal working hours. The parties believe that such situations are best resolved by local agreement according to the following principles:

- Teachers' hours are not prescribed in detail, and this reflects the professional compact with their Employer;
- Part-time Teachers should make all reasonable efforts to attend meetings which are particularly relevant to their work;
- The Employer should consult Part-time Teachers about attendance at meetings and other relevant activities;
- Both the Employer and Employee should be flexible in their approach;
- Teachers and Employers should be mindful of the relevance and importance of the activity to the Teacher's role;
- Employers should acknowledge the importance of the Part-time Teacher's other commitments such as personal, family and other work commitments;
- Employees should acknowledge the importance of their professional responsibilities to the school and the learning needs of students;
- Employers should, where possible, make arrangements such that meetings are during or adjacent to working hours to minimise inconvenience;
- Part-time Teachers' duties overall should broadly reflect their FTE fraction; and
- Nothing in this clause prevents the Employer and Part-time Teacher agreeing that the Teacher attend a particular activity (such as professional learning) and be paid for it.

71. ADDITIONAL SUPPORT FOR TEACHERS

In the event of a primary class exceeding the recommended maximum size of 30 there is to be an allocation of Teacher Assistant support of two hours per week for each student in excess of the maximum.

72. HOURS OF WORK - CORE AND FLEXIBLE ELEMENTS - Part-time Teachers

- 72.1 An Employee's hours of work will be made up of a 'core' element (his/her substantive position) based on the average (mean) of his/her full-time equivalent (FTE) over the previous three years of his/her employment in the school. There may be an additional 'flexible' element in his/her FTE, which can vary from time to time according to the school's need.
- 72.2 Part-time Teachers are on-going Employees unless they are on Relief or Limited Tenure contracts. Individual letters of appointment must state this.
- 72.3 Calculations of core elements for all part-time Teachers will be done around the end of Term 3 each year by averaging the Employee's FTE for the current year and the previous two years of service using a divisor of three (3).
- 72.4 In cases where an Employee gains a position in his/her current or a new school at a

higher FTE the Employee's core FTE will be the average of the previous two years FTE and the FTE of the new appointment.

- 72.5 In cases where an Employee gains a position in his/her current or a new school at a lower FTE the Employee's core FTE will be deemed to correspond to the FTE of the new appointment.
- 72.6 If three years of service including the current year as a full year have not been completed the averaging process will still use a divisor of three (3) for the purpose of calculating the core element.
- 72.7 If a reduction in core element FTE is requested by the Employer due to a need to reduce staffing, Clause 30 (Reduction in Hours of Work and Transitional Maintenance of Salary) will apply.
- 72.8 The FTE applicable to each Employee at 1 March of each year will be the FTE that is applied for calculation purposes.
- 72.9 In addition to their core element FTE part-time Teachers may have additional hours of work as specified in Relief or Limited Tenure contracts. Individual letters of appointment must state this.

Calculation of core element

- 72.10 The core element FTE will be recalculated in mid Term 3 each year by averaging the core element FTE for the current year and the previous two years of service using a divisor of three (3).
- 72.11 The figure arrived at by the calculation will be the core element appointment for the following year.
- 72.12 The calculations will be completed by mid Term 3 where possible and the results immediately conveyed to each part-time Teacher.
- 72.13 If application of Clause 30 (Reduction in Hours of Work and Transitional Maintenance of Salary) is necessary, any payout will be made at the core element only.

73. BREAKS - Teachers

- 73.1 Where a Teacher is required to be on duty through a recess or lunch break, arrangements will be made to ensure that he/she has the opportunity to take a comfort break.
- 73.2 Where a Teacher is required to work for a period of five hours or more, arrangements will be made to ensure that he/she has the opportunity to take a lunch break.

74. ANNUAL LEAVE - Teachers

- 74.1 Employees who complete a full year's service shall be entitled to school holiday periods without deduction of pay. Such Employees will be deemed to have taken their 4 weeks' annual leave during the January school holiday period.
- 74.2 Employees who commenced their current employment with an Employer prior to 1 January 2005, having received their paid annual leave in advance, are not entitled to any payments beyond 31 December in the final year of their current employment.
- 74.3 Employees who complete less than a full year's service shall be entitled to paid leave for that school year according to the following formula:

$$Y = \frac{X}{195} \times \frac{20}{1}$$

where Y = the total number of days leave entitlement for that year, and
X = the total number of working days worked that year

- 74.4 Holiday entitlements will only be reduced when an Employee has had leave without pay in excess of 20 days in that calendar year.

75. SALARIES AND CLASSIFICATION - Teachers

Rate of Salary

- 75.1 A Teacher will be paid not less than the minimum rate of salary as listed for the relevant classification and band in the table as shown below according to his/her qualifications and previous relevant experience (see Incremental Progression) in accordance with this clause (75).
- 75.2 On appointment, Employees with no previous relevant experience shall commence on the following salary level in accordance with their qualifications:
- 75.2.1 Less than four-year trained - Level 1.
 75.2.2 Four-year trained - Level 4.
 75.2.3 Bachelor of Education with Honours - Level 5.
 75.2.4 Five or more years trained - Level 5.
- 75.3 A Teacher who is less than four-year trained, who becomes qualified as a four-year trained Teacher and who is in receipt of a salary less than the minimum salary available to a four-year trained Teacher with no previous relevant experience, shall be advanced to that minimum salary and, thereafter, receive increments in accordance with those applicable to a four-year trained Teacher.
- 75.4 A Teacher with less than five years of training who becomes a five-year trained Teacher and who is in receipt of a salary which is less than the minimum salary for a five-year trained Teacher with no previous relevant experience, shall be advanced to that minimum salary and, thereafter, he/she shall receive increments in accordance with those applicable to a five-year trained Teacher.

Level 12	Maximum level for three, four and five year trained
Level 11	
Level 10	Three year trained spend two years on this level
Level 9	Five year trained omit this level; three year trained spend two years on this level
Level 8	
Level 7	Maximum level for Employees with less than three years training
Level 6	Five year trained omit this level
Level 5	Five year trained and B. Ed. Hons., initial appointment
Level 4	Four year trained, initial appointment
Level 3	
Level 2	
Level 1	Less than four year trained initial appointment

Translation

75.5 Translation from the classification structure set out in the 2009 Agreement to the new structure will, upon the commencement of this agreement, be as follows:

2009 Agreement	2015 Agreement
Level 13	Level 12
Level 12	Level 10
Level 11	Level 9
Level 10	Level 8
Level 9	Level 7
Level 8	Level 6
Level 7	Level 5
Level 6	Level 4
Level 5	Level 3
Level 4	Level 2
Level 3	Level 1
Level 2	n/a
Level 1	n/a

PROVIDED that 5-year trained Teachers at Level 9, 10, 11 and 12 under the 2009 agreement will be moved up one more increment upon translation.

Note that Levels 1 and 2 of the old structure applied to “untrained Teachers” and will no longer exist.

Incremental Progression

- 75.6 Progression through the salary rates for a Teacher will be by annual increments.
- 75.7 Teachers shall progress in the following ways to the stated levels:
- 75.7.1 Employees with less than three years of training shall progress to Level 7 by annual incremental steps.
- 75.7.2 Employees with three years of training shall progress to Level 9 by annual incremental steps. Further progress to Level 11 shall be by incremental steps every two years.
- 75.7.3 Employees with four years of training shall progress to Level 12 by annual incremental steps.
- 75.7.4 Employees with a Bachelor of Education with Honours shall progress to Level 12 by annual incremental steps.
- 75.7.5 Employees who are at least five year trained shall progress to Level 12 by annual incremental steps. However, they shall omit Levels 6 and 9.
- 75.7.6 Teachers employed on a full-time basis will progress annually on the anniversary of their appointment.
- 75.7.7 For Teachers employed on a part-time basis:
- (a) Progression will be on completion of 95 days of service as follows.

- (b) Progression will not be in advance of progression for an equivalent full-time teacher.
- (c) On each anniversary of the Teacher's appointment:
 - if the teacher has completed 95 or more days of service since his/her last increment, the Teacher will progress to the next increment.
 - if the Teacher has not completed 95 or more days of service since his/her last increment, the Teacher will progress to the next increment on the day on which he or she has completed 95 days of service.
- (d) Transition: 12 May 2015 will operate as a default additional anniversary date for all part-time Teachers. At the close of business on 12 May 2015, where a part-time teacher has:
 - completed 95 days or more of service since his/her last increment, he or she will progress to the next increment;
 - not completed 95 days or more of service since his/her last increment the Teacher will progress to the next increment on the day on which he or she has completed 95 days of service.
 Notwithstanding subclause (b) above, this transition may result in some teachers receiving one increment in advance of an equivalent full-time teacher.
- (e) For the purpose of this clause, a day of service includes a part-day of service but excludes paid school holidays.

76. CALCULATION OF SALARY - Part-Time Teachers

- 76.1 The salary and FTE fraction of a part-time Teacher must be calculated by dividing his/her instructional load (and duties in lieu of instructional load, such as a PoL or other duties performed instead of instructional load) by the standard teaching load of 20 hours in a secondary school or 23 hours in a primary school.
- 76.2 Persons employed at less than 0.2 of a full-time equivalent Employee, even if in excess of one full school year, shall be paid at the same rate as a relief Employee.

77. CALCULATION OF EXPERIENCE - Teachers

- 77.1 Experience relates to work done in the appropriate field and commences at the date upon which a person commences a teaching appointment.
- 77.2 Relief and Limited Tenure Teachers who work for more than 20 days per year may count days worked towards their experience.
- 77.3 A Relief Teacher will provide the Employer with satisfactory details of relevant experience.

78. HIGHER DUTY ALLOWANCE – Teachers

- 78.1 Where an Employee accepts an offer to temporarily perform the duties of an Employee in a Position of Leadership (POL) for a period of ten (10) working days or more, that Employee shall be paid an allowance equal to the difference between the Employee's own salary and the minimum salary of the higher position.
- 78.2 Where an Employee receiving an allowance under subclause 78.1, proceeds on approved paid leave, other than parental leave, the Employee will continue to receive that allowance, provided that the duties continue after the period of such leave.

79. DIFFICULT/HIGH NEEDS STUDENTS

A Teacher who, in consultation with the Special Needs Co-ordinator and/or Employer, identifies a student with high (unfunded) needs will be entitled to one or more of the following:

- Professional development relevant to the student's identified needs;
- Additional learning support in the classroom
- Reduced additional duties (such as yard duties)
- A reduction in class size compared to like classes
- Other additional support as agreed between the Teacher and the Employer

80. PROFESSIONAL LEARNING LEADER

80.1 Eligibility

80.1.1 In order to be eligible for Professional Learning Leader I, a Teacher must have completed the equivalent of 10 days (60 hours) of professional learning which has been agreed with Principal. Such professional learning may include (but is not limited to):

- Formal tertiary study that is related to one's professional role/responsibility;
- Spirituality courses / programs;
- System based professional development programs;
- Structured school based professional learning workshops;
- Cross-sectoral professional learning opportunities;
- Professional learning workshops/conferences organised by professional associations; or
- Personal development programs.

80.1.2 In order to be eligible for Professional Learning Leader II, a Teacher must have completed the professional development required for Professional Learning Leader I and must demonstrate and apply the learning by contributing to the professional learning of the school community. This

application of professional learning is to be determined by mutual agreement with the Principal. Examples of professional learning application include (but are not limited to):

- Mentoring a Beginning Teacher;
- Leading an induction program;
- Leading collegial professional development workshops;
- Co-coordinating a learning team module;
- Leading unit writing teams;
- Contributing to Diocesan/State-wide committees and reference groups;
- Conducting curriculum workshops for parents;
- Leading the revision of school based curriculum documents;
- Completing a Professional Journal/Professional Learning Log; or
- Other activities as agreed.

80.2 Course Costs:

80.2.1 Courses undertaken at the request of the Employer will be paid for by the Employer.

80.2.2 Any Employer contribution to the cost of courses initiated by the Teacher may be determined through prior negotiations between the Employer and the Teacher.

80.3 Allowance

Professional Learning Leaders I and II shall be paid the allowances set out in Schedule 3, provided that Professional Learning Allowance II is not payable to Teachers who hold Positions of Leadership which attract an allowance and time release.

81. POSITIONS OF LEADERSHIP

81.1 Each school will calculate the minimum number of leadership points it must allocate in accordance with clause 81.2 and will allocate leadership positions in accordance with clause 81.3 such that it uses no less than that number of points.

81.2 Calculating the School's Leadership Points

81.2.1 The leadership points to be allocated by each school are calculated on enrolments as of the August census immediately prior to the year in question as follows:

Primary Schools		Secondary Schools		
Enrolment Band	Minimum Points	Class	Enrolment Band	Minimum Points
< 100	4	1	< 100	8
101 - 150	5	1	101 - 200	14
151 - 200	6	2	201 - 300	20
201 - 250	7	2	301 - 400	26
251 - 300	8	2	401 - 500	34
301 - 350	9	3	501 - 600	42
351 - 400	10	3	601 - 700	50
401 - 450	11	4	701 - 800	58
451 - 500	12	4	801 - 900	66
500+	13	4	901 - 1000	74
		4	1001 - 1100	82
		4	1101 - 1200	90
		4	1201 - 1300	98
		4	1300 - 1400	106
		4	1400 – 1500	114
		4	1500+	122

81.2.2 Kinder children are counted as 0.6 FTE for the purposes of determining school size.

81.2.3 In a school with both Primary and Secondary departments, the total number of points allocated will reflect the combination of the primary and secondary tables above. Leadership positions may extend over both primary and secondary departments.

81.3 Allocating the Leadership Points

81.3.1 The Positions of Leadership level, points value, time release (including banked time release), PoL allowance to be paid and minimum contract period for the Employee so appointed are as follows:

Primary Schools				
Level	Points	Minimum time release / week (hours)	Extra "banked" time release / week (hours)	Contract Period (years)
1	1	1.5	0.5	1 or 2
2	2	4	0.5	4
3	3	7.5	0.5	4

Secondary Schools (other than RE)				
Level	Points	Minimum time release / week (hours)	Extra "banked" time release / week (hours)	Contract Period (years)
1	1	1.25	0.25	1 or 2
2	2	2.5	0.5	3
3	3	4	1	3
4	4	5	1.5	4
5	5	8	2	5

Secondary Schools RE			
Level	Points	Minimum time release / week (hours)	Contract Period
1	1	2	1 - 2 years
2	2	4	3 years
3	3	6	3 years
4	4	8	4 years

81.3.2 Teachers in Positions of Leadership shall be paid the Allowances set out in Schedule 3. The Schedule sets out the PoL Allowance rates, and the PoL Allowance rates where the Teacher also holds a relevant Masters or PhD qualification.

81.3.3 The Allowances prescribed above will be paid in full regardless of the FTE fraction of the Employee (ie. no pro-rata payment) except where the position of leadership itself is shared.

81.3.4 The extra "banked" time release per week prescribed above will, following consultation with individual PoLs, be taken at a time agreed with the Principal or Principal's delegate.

81.3.5 Unless impractical, primary schools will appoint both an Assistant Principal: Learning & Teaching (AP: L&T) and an Assistant Principal: Religious Education (AP: RE).

81.3.6 An Employee classified at any level on the Teacher scale may be appointed to any position of leadership.

81.4 Advertising and Filling Positions of Leadership

81.4.1 All new leadership positions and positions available upon the conclusion of a contract period, will be advertised internally (within the school) and, if there is a relevant teaching vacancy, may be advertised externally. Incumbents may reapply.

81.4.2 Where an Acting appointment is to be made to a position of leadership, the following applies:

- (a) Other than in exceptional circumstances, Acting positions shall be advertised within the school for a minimum period of 7 days. All staff shall be notified of the vacancy in writing.
- (b) In exceptional circumstances the Employer may make an Acting appointment without advertisement. 'Exceptional circumstances' would include situations where insufficient notice is given by the incumbent of an intention to be absent from duty, or where sudden or unforeseen situations arise and an urgent appointment must be made to ensure continuity in the operation of the school.
- (c) If, after advertisement, no suitable applications are received the Employer may make an Acting appointment.
- (d) No Acting appointments shall exceed one year in duration, or the length of absence by the incumbent, whichever is shorter.

SPECIFIC CONDITIONS

– DEPUTY PRINCIPALS

82. CONDITIONS OF EMPLOYMENT – Deputy Principals

Deputy Principals are Teachers for all purposes of this Agreement and terms and conditions of employment are as for Teachers unless otherwise specified.

83. CLASSIFICATION AND QUALIFICATIONS - Deputy Principals

Applies to schools with secondary enrolments greater than 100 students:

83.1 Classifications

Secondary Enrolment
Level 1 - with fewer than 250 students
Level 2 - 250 - 499 students
Level 3 - 500 - 749 students
Level 4 – 750 students and more

83.2 Qualifications

At least 4 years' Teacher training and 5 years teaching experience and an approved leadership course; PLUS

- demonstrated currency in knowledge and skills relating to religious education and the Catholic ethos; OR
- a minimum of three (3) years teaching Religious Education within the last five years;

AND appointees should have experience in a Religious Education or teaching and learning leadership position.

83.3 Period of Appointment

The period of appointment shall be five years. Appointees who do not meet the qualification requirements of this clause may be appointed in an acting capacity for a period not to exceed two years.

SCHEDULE 1

PARENTAL LEAVE

CONTENTS OF THIS CLAUSE:

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A) GENERAL

1 Definitions

- (a) Adoption-related leave means leave of either of the following kinds:
- (i) parental leave taken in association with the placement of a child for adoption;
 - (ii) pre-adoption leave.
- (b) Birth-related leave means leave of either of the following kinds:
- (i) parental leave taken in association with the birth of a child;
 - (ii) Special maternity leave.
- (c) Day of placement, in relation to the adoption of a child by an Employee, means the earlier of the following:
- (i) the day on which the Employee first takes custody of the child for the adoption;
 - (ii) The day on which the Employee starts any travel that is reasonably necessary to take custody of the child for the adoption.

- (d) Pre-parental leave position in relation to an Employee is:
- (i) unless sub-clause (ii) applies, the position the Employee held before starting parental leave; or
 - (ii) if, before starting parental leave, the Employee:
 - was transferred to a safe job because of her pregnancy;
 - reduced her working hours due to her pregnancy; or
 - was working under a temporary part-time working arrangement,
 the position the Employee held immediately before that transfer, reduction or temporary arrangement.
- (e) Spouse is as defined by the Fair Work Act.

2 Eligibility

Continuous service

- (a) An Employee is entitled to leave under this Section where the Employee has completed either four school terms or twelve months of continuous service with the Employer immediately before the relevant date (see 2(b)). A limited tenure Employee is entitled to leave under this Section where the Employee has completed three school terms or nine months of continuous service with the Employer immediately before the relevant date (see 2(b))
- (b) For the purpose of 2(a), the relevant date is the latter of:
- (i) if the leave is birth-related leave and (iii) does not apply—the date of birth, or the expected date of birth, of the child;
 - (ii) if the leave is adoption-related leave and (iii) does not apply—the day of placement, or the expected day of placement, of the child;
 - (iii) for either birth-related leave or adoption-related leave, if the Employee is taking a period of parental leave that is to start after the birth or placement of the child—the date on which the Employee’s period of leave is to start.

Employees not otherwise entitled to leave

- (c) An Employee who is otherwise not eligible for leave under 2(a), is eligible for pre-adoption leave and unpaid no safe job leave under this Clause.

Limited tenure Employees' leave ends with contract

- (d) An Employee who is on a fixed term contract and who meets the eligibility criteria in this clause 2 is entitled to parental leave under this Clause. Save that for a limited tenure Employee, that period of leave, including paid parental leave, shall not extend beyond the period for

which they have been engaged as a limited tenure Employee. See 4(l) as to an eligible limited tenure Employee's paid parental leave.

Employees not eligible may take leave without pay

- (e) In the event of the birth or adoption of a child by an Employee who is not entitled to leave (other than pre-adoption leave or unpaid no safe job leave) under this Clause because the Employee is not eligible under 2(a); the Employee is entitled to leave without pay from the day of placement or date of birth of the child (or from such earlier date as agreed with the Employer) until the end of the school year.

Additional rules for adoption-related leave

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

Care of a child under a Permanent Care Program

- (g) This Clause applies to an Employee who undertakes the care of a child through a placement under a Permanent Care Program (through the Department of Health and Human Services). This means that the Employee may be eligible for pre-adoption leave, unpaid parental leave and paid parental leave in relation to the child. The additional rules for adoption-related leave in clause 2(f)(ii) and (iii) apply to the placement of a child under a Permanent Care Program.

3 Period of leave

Entitlement to 104 weeks of leave

- (a) Subject to paragraph 3(e), an Employee is entitled to up to 104 weeks of parental leave if the leave is associated with:
 - (i) the birth of a child of the Employee or the Employee's spouse; or
 - (ii) the placement of a child with the Employee for adoption, and the Employee will have a responsibility for the care of the child.
- (b) Save for any periods of paid leave under clauses 4 and 5, the parental leave is unpaid.
- (c) The maximum of 104 weeks of leave includes the following periods taken by the Employee:
 - (i) unpaid parental leave;

- (ii) paid parental leave (clause 4);
 - (iii) paid leave taken in conjunction with parental leave (clause 5) ;
 - (iv) if applicable, required leave (clause 12);
 - (v) paid work with an Employer during the period of parental leave (clause 16);
 - (vi) keeping in touch days (clause 16).
- (d) An Employee's entitlement to 104 weeks of leave is further reduced by any parental leave (with the exception of concurrent leave) taken by the Employee's spouse in relation to the child.
- (d) Where return to work would normally occur before the end of a school year, by mutual agreement the period of leave may be extended to the beginning of the new school year.
- (d) The maximum of 104 weeks of leave does not include the following periods taken by the Employee:
- (i) special maternity leave (whether or not this is taken as paid personal leave) taken by the Employee while she is pregnant in accordance with clause 11;
 - (ii) paid no safe job leave taken in accordance with clause 13.

Leave must be taken in single continuous period

- (e) The Employee must take parental leave in a single continuous period. The exceptions to this rule are concurrent leave, special maternity leave, required leave, no safe job leave, paid work with an Employer and keeping in touch days.

When birth-related leave must start for pregnant Employee

- (f) If the leave is birth-related leave for an Employee who is pregnant with the child, the period of leave may start:
- (i) at any time within 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.

When birth-related leave must start for other Employees

- (g) If the leave is birth-related leave but the Employee is not pregnant with the child, the period of leave must start:
- (i) On the date of birth of the child; or
 - (ii) at any time within 104 weeks after the date of birth of the child, if the Employee has a spouse who:
 - a) is on parental leave between the date of birth of the child and the start date of the leave; or

- b) is not employed and who has a responsibility for the care of the child for the period between the date of birth of the child and the start date of the leave.

When adoption-related leave must start

- (h) If the leave is adoption-related leave, the period of leave must start:
 - (i) on the day of placement of the child; or
 - (ii) at any time within 104 weeks after the day of placement of the child, if the Employee has a spouse who:
 - a) is on parental leave between the day of placement of the child and the start date of the leave; or
 - b) is not employed and who has a responsibility for the care of the child for the period between the day of placement of the child and the start date of the leave.

Limited entitlement to take concurrent leave

- (i) An Employee may take up to 8 weeks of parental leave at the same time that the Employee's spouse also takes parental leave (concurrent leave). The concurrent leave may be taken in separate periods, but, unless the Employer agrees, each period must not be shorter than 2 weeks.
- (j) Unless the Employer agrees, the concurrent leave must not start before:
 - (i) if the leave is birth-related leave – the date of birth of the child; or
 - (ii) if the leave is adoption-related leave – the day of placement of the child.
- (k) Concurrent leave is an exception to the rules about when the Employee's period of parental leave must start and the rule that the Employee must take leave in a single continuous period.

Continuous service

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

4 Paid parental leave

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

Eligibility for paid parental leave

- (b) Subject to paragraphs 4(c), an Employee who is eligible for a period of parental leave will be eligible for a period of paid parental leave.

- (c) An Employee who has previously taken a period of paid parental leave must have returned to work for the Employer for four school terms or twelve months continuous service or in the case of Limited Tenure Employees three complete school terms or nine months continuous service in order to be eligible for a subsequent period of 12 weeks paid parental leave. If the return to work is for less than four school terms or 12 months, but more than three school terms or 9 months the paid component is pro-rated.

Paid maternity leave

- (d) If the leave is birth-related leave and the Employee is the female who has given birth to the child, the Employee is entitled to paid maternity leave of 12 weeks.

Paid adoption leave

- (e) If the leave is adoption-related leave and the Employee does not have a spouse who is employed by an Employer, the Employee is entitled to paid adoption leave of 12 weeks.
- (f) If the leave is adoption-related leave and the Employee has a spouse who is employed by an Employer, the Employee and the Employee's spouse are entitled to an aggregate of 12 weeks of paid adoption leave between them. For example, the Employees may each take 6 weeks of paid leave or the first Employee may take 10 weeks of paid adoption leave and the first Employee's spouse may take 2 weeks of paid adoption leave.

Paid partner leave

- (g) If the leave is birth-related leave and the Employee's spouse has given birth to the child, the Employee is entitled to paid partner leave of one week. Paid partner leave may be taken in two separate periods.

Rate of pay

- (h) Paid parental leave is paid at the Employee's ordinary rate of pay for the Employee's ordinary hours of work for the pre-parental leave position. The Employee is entitled to superannuation contributions in respect of paid parental leave. The Employee is entitled to be paid what the Employee would have been paid had the Employee been at work during that period, including any pay increases as a result of incremental progression or otherwise.
- (i) Provision may be made for half pay over double the time provided that the accrual of benefits is equivalent to what would have accrued if the Employee had been paid at their full rate for the paid period of leave

The period of paid parental leave

- (j) The period of paid parental leave commences when the Employee commences unpaid parental leave in accordance with clause 3(h)-(j) save that for birth-related leave a period of paid parental leave cannot commence earlier than twenty weeks into the pregnancy.
- (k) The period or periods of paid parental leave cover the first 12 weeks (in the case of paid maternity leave and paid adoption leave) or one week (in the case of paid partner leave) of leave taken by the Employee that would otherwise be unpaid. Subject to 4(l) below, an Employee who takes less than 12 weeks' parental leave (in the case of paid maternity leave and paid adoption leave) or less than one week's parental leave (in the case of paid partner leave) is entitled to a period of paid parental leave equivalent to the period of parental leave taken by the Employee. For example, if an Employee entitled to paid maternity leave returns to work after a 10 week period of what would otherwise be unpaid parental leave, she will receive 10 weeks of paid parental leave (not the maximum 12 weeks).

Limited tenure Employees

- (l) An Employee who is on a limited tenure contract and who meets the eligibility criteria in this clause 4 is entitled to paid parental leave. If a limited tenure Employee is unable to take the maximum 12 weeks' paid parental leave (in the case of paid maternity leave and paid adoption leave) or one week's paid parental leave (in the case of paid partner leave) due to the end of their limited tenure contract, the Employer must pay the Employee a lump sum amount equivalent to the balance of the paid parental leave not taken. For example, if a limited tenure Employee entitled to paid maternity leave takes eight weeks' paid parental leave immediately prior to the end of her limited tenure contract, she will be entitled to be paid a lump sum equivalent to the remaining four weeks' paid parental leave not taken.

Paid parental leave counts as service

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

5 Interaction with paid leave

- (a) An Employee taking parental leave may take only one form of paid leave at a time. For example, an Employee cannot take paid parental leave while receiving school holiday pay for the same period. The period of paid parental leave would cease over the school holiday period for which the Employee receives school holiday pay and resume after that period.

Annual leave and long service leave

- (b) An Employee may instead of or in conjunction with parental leave take any annual leave or long service leave (or any part of such leave) to which the Employee is entitled.

Personal/carer's leave and compassionate leave

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

Community services leave

- (d) An Employee is not entitled to any payment for community services leave in relation to activities the Employee engages in while taking parental leave.

Paid leave does not extend parental leave

- (e) The taking of any annual leave, long service leave, paid school holidays or paid public holidays does not break the continuity of the period of parental leave and does not extend the period of parental leave beyond the maximum of 104 weeks, subject to clause 3(e).

6 Miscarriage, still birth, child dies (birth-related leave)

- (a) This clause 6 applies to birth-related leave only.

Female pregnant beyond 20 weeks or already commenced leave

- (b) Clauses 6(c) and (d) apply to a female Employee:
 - (i) whose pregnancy has proceeded for at least 20 weeks; or
 - (ii) who has been pregnant for less than 20 weeks but has already commenced parental leave (other than special maternity leave).
- (c) If the pregnancy of the Employee ends by miscarriage or the birth of a still born child, or the child is born and later dies, the Employee is entitled to take the full amount of parental leave (including any paid parental leave to which the Employee is entitled) that the Employee originally intended to take.
- (d) If the Employee wishes to return to work prior to the intended end date of the parental leave, the Employee must give written notice of her intention to the Employer. The Employer must advise the

Employee of the return to work date, which must be no later than the start of the next school term after the date of notice given.

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

- (e) This clause applies to a female Employee who has been pregnant for less than 20 weeks and who has not yet commenced parental leave (other than any special maternity leave). If the pregnancy of the Employee ends by miscarriage or the birth of a still born child, the Employee will be entitled to special maternity leave under clause 11 and any other parental leave applied for will be cancelled.

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

- (f) Clauses 6 (g) and (h) apply to an Employee who has commenced parental leave and whose spouse has been pregnant.
- (g) If the pregnancy of the Employee's spouse ends by miscarriage or the birth of a still born child, or if the child is born and later dies, the Employee is entitled to take the full amount of parental leave (including any paid parental leave to which the Employee is entitled) that the Employee originally intended to take.
- (h) If the Employee wishes to return to work prior to the intended end date of the parental leave, the Employee must give written notice of their intention to the Employer. The Employer must advise the Employee of the return to work date, which must be no later than the start of the next school term after the date of notice given.

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

- (i) This clause applies to an Employee who has applied for but not commenced parental leave and whose spouse has been pregnant. If the pregnancy of the Employee's spouse ends by miscarriage or the birth of a still born child, or if the child is born and later dies, the parental leave applied for but not commenced will be cancelled. Depending on the circumstances, the Employee may be entitled to take personal leave. See also clause 6(j).

Other arrangements

- (j) Nothing in this clause 6 prevents the Employer and the Employee from making alternative arrangements regarding the taking of leave or the return to work of the Employee, taking into consideration the Employee's particular circumstances.

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

- (a) This clause 7 applies to adoption-related leave only.

Cancellation of placement for adoption before leave commences

- (b) If an Employee has applied for but not commenced parental leave and the placement of the child for adoption does not proceed, the parental leave will be cancelled.

Child dies or cancellation of placement for adoption after leave commences

- (c) If an Employee has commenced parental leave and either:
 (i) the placement of the child for adoption does not proceed; or
 (ii) the Employee has taken custody of the child for adoption and the child later dies,
 the Employee is entitled to take the full amount of parental leave (including any paid parental leave to which the Employee is entitled) that the Employee originally intended to take.
- (d) If the Employee wishes to return to work prior to the intended end date of the parental leave, the Employee must give written notice of their intention to the Employer. The Employer must advise the Employee of the return to work date, which must be no later than the start of the next school term after the date of notice given.

Other arrangements

- (e) Nothing in this clause 7 prevents the Employer and the Employee from making alternative arrangements regarding the taking of leave or the return to work of the Employee, taking into consideration the Employee's particular circumstances.

B) BEFORE LEAVE**8 Notice and evidence requirements***Notice periods*

- (a) An Employee must provide the Employer with written notice of the taking of parental leave at least 10 weeks before the intended start date of the leave. If that is not practicable in the circumstances, the Employee must give written notice as soon as practicable.
- (b) An Employee shall not be in breach of 8(a) if the failure to provide 10 weeks' notice is due to:
 (i) the birth occurring earlier than expected;

- (ii) the requirement of an adoption agency for the Employee to accept earlier or later placement of the child;
 - (iii) the death of the mother of the child with respect to birth-related leave;
 - (iv) the death of the Employee's spouse with respect to adoption-related leave; or
 - (v) other compelling circumstances.
- (c) The notice must specify the intended or presumed start date and end date of the parental leave, and specify any parental leave to be taken by the Employee's spouse.
- (d) The Employee shall notify the Employer as soon as reasonably practicable of any change to the intended start date of the leave.

Evidence

- (e) The notice to the Employer in clause 8(a) must be accompanied by the following evidence:
- (i) if the leave is birth-related leave, a medical certificate confirming the pregnancy and stating the expected date of birth of the child; or
 - (ii) if the leave is adoption-related leave, evidence that would satisfy a reasonable person of the expected day of placement of the child and that the child will be under 16 as at the day of placement.

Confirmation or change of intended start and end dates

- (f) At least 4 weeks before the intended start date of the parental leave, the Employee must:
- (i) confirm the intended start and end dates of the leave; or
 - (ii) advise the Employer of any changes to the intended start and end dates of the leave;
- unless it is not practicable to do so.

Special rules for notice of a second or subsequent period of concurrent leave

- (g) If an Employee takes a second or subsequent period of concurrent leave:
- (i) clauses 8(a), (c) and (f) do not apply to the Employee in relation to the second and any subsequent period of concurrent leave;
 - (ii) if the Employee has provided the evidence required by 8(e) of this clause 8 in relation to the first period of concurrent leave, the Employee is not required to provide additional evidence in relation to the second and any subsequent period of concurrent leave; and
 - (iii) the Employee must give the Employer written notice of the taking of the second and any subsequent periods of concurrent leave at least 4 weeks before the intended start date of the leave. If that is not practicable in the circumstances, the Employee must give

written notice as soon as practicable. The notice must specify the intended start date and end date of the concurrent leave.

General

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

9 Pre-natal medical appointments

A female Employee who is pregnant is entitled to use up to 5 days of any accrued personal leave to attend pre-natal medical appointments.

10 Pre-adoption leave

Entitlement to pre-adoption leave

- (a) The Employer must grant to any Employee who is seeking to adopt a child unpaid leave that is required by the Employee to attend any interviews or examinations required to obtain approval for the Employee's adoption of a child. The Employer and the Employee should agree on the length of the unpaid leave. Where agreement cannot be reached, the Employee is entitled to take up to two days unpaid leave. The leave may be taken as a single continuous period of up to 2 days or any separate periods to which the Employer and Employee agree. If paid leave is available to the Employee, the Employee may elect to take such leave instead of pre-adoption leave.

Notice and evidence

- (b) An Employee must give his or her Employer notice of the taking of unpaid pre-adoption leave by the Employee. The notice must be given to the Employer as soon as practicable and must advise the Employer of the duration of the leave.
- (c) The notice must be accompanied by evidence that would satisfy a reasonable person that the leave is taken to attend an interview or examination as referred to in clause 10(a).

11 Special maternity leave

Entitlement to special maternity leave

- (a) A female Employee is entitled to a period of unpaid special maternity leave if she is not fit for work for a period because:
 - (i) she has a pregnancy-related illness; or

- (ii) she has been pregnant, and the pregnancy ends within 28 weeks of the expected date of birth of the child otherwise than by the birth of a living child.

Notice and evidence

- (b) An Employee must give her Employer notice of the taking of special maternity leave. The notice must be given to the Employer as soon as practicable and must advise the Employer of the duration, or expected duration, of the leave.
- (c) The notice must be accompanied by a medical certificate stating that the leave is taken for one of the reasons specified in 11(a).

Personal leave

- (d) An Employee entitled to a period of special maternity leave may elect to take any paid personal leave to which she is entitled during that period (unless the leave is commenced under clause 12). If the Employee does not have any accrued personal leave or does not have sufficient accrued personal leave to cover the entire period then all or part of the period of special maternity leave will be unpaid.

12 Leave within 6 weeks of birth

Employer may ask Employee to provide a medical certificate

- (a) If a pregnant Employee who is entitled to parental leave continues to work during the 6 week period before the expected date of birth of the child, the Employer may ask the Employee to provide a medical certificate containing:
 - (i) a statement of whether the Employee is fit for work;
 - (ii) if the Employee is fit for work—a statement of whether it is inadvisable for the Employee to continue in her present position during a stated period because of:
 - a) illness, or risks, arising out of the Employee's pregnancy; or
 - b) hazards connected with the position.

Employer may require Employee to take parental leave

- (b) The Employer may require the Employee to take a period of parental leave (required leave) as soon as practicable if:
 - (i) the Employee does not give the Employer the requested medical certificate within 7 days after the request; or
 - (ii) the Employee gives the Employer a medical certificate stating that the Employee is not fit for work; or
 - (iii) the Employee gives the Employer a medical certificate stating that she is fit for work, but that it is inadvisable for her to continue in her present position for a stated period because of illness, or risks,

arising out of the Employee's pregnancy or hazards connected with the position.

When the period of required leave ends

- (c) The period of required leave ends on the earlier of:
 - (i) the end of the pregnancy;
 - (ii) the start date of any parental leave or other leave connected with the birth of the child as specified in the notice provided under clause 8.

Special rules about required leave

- (d) Required leave is an exception to the rules about when the Employee's period of parental leave must start and to the rule that the Employee must take her parental leave in a single continuous period.
- (e) The Employee is not required to comply with notice and evidence requirements in relation to the required leave.

13 Transfer to a safe job and no safe job leave

Application of this clause

- (a) This clause 13 applies to a pregnant Employee if she gives her Employer a medical certificate stating that she is fit for work, but that it is inadvisable for her to continue in her present position during a stated period (risk period) because of:
 - (i) illness, or risks, arising out of her pregnancy; or
 - (ii) hazards connected with that position.
- (b) An appropriate safe job is a safe job that has either the same ordinary hours of work as the Employee's present position or a different number of ordinary hours agreed to by the Employee.

Transfer to appropriate safe job during risk period

- (c) If 13 (a) applies to an Employee and there is an appropriate safe job available, the Employer must transfer the Employee to that job for the risk period, with no other changes to the Employee's terms and conditions of employment.
- (d) The Employer must pay the Employee for the safe job at the Employee's ordinary rate of pay for the position she was in before the transfer. Any overtime performed by the Employee during the risk period will be paid as overtime on the Employee's ordinary rate of pay.

Paid no safe job leave during risk period

- (e) If 13 (a) applies to an Employee and the Employee is entitled to parental leave but there is no appropriate safe job available, the Employee is entitled to take paid no safe job leave for the risk period.
- (f) The Employer must pay the Employee at the Employee's ordinary rate of pay applicable immediately prior to the taking of paid no safe job leave in the risk period.

Employer may ask Employee to provide a medical certificate

- (g) If an Employee is on paid no safe job leave during the 6 week period before the expected date of birth of the child, the Employer may ask the Employee to provide a medical certificate stating whether the Employee is fit for work. If the circumstances in clause 12(b) apply, the Employer may require the Employee to commence parental leave.

Special rules about paid no safe job leave

- (h) Paid no safe job leave is an exception to the rules about when the Employee's period of parental leave must start and to the rule that the Employee must take parental leave in a single continuous period.
- (i) The Employee is not required to comply with notice and evidence requirements in relation to paid no safe job leave.

Unpaid no safe job leave during risk period

- (j) If 13(a) applies to an Employee but there is no appropriate safe job available and:
 - (i) the Employee is not entitled to parental leave; and
 - (ii) the Employee has provided the Employer with a medical certificate confirming the Employee's pregnancy,then the Employee is entitled to take unpaid no safe job leave for the risk period.

When the period of no safe job leave ends

- (k) The period of no safe job leave ends on the earlier of:
 - (i) the end of the risk period;
 - (ii) the end of the pregnancy;
 - (iii) if the leave is paid no safe job leave – the start date of any parental leave (including any leave commenced under clause 12) or other leave connected with the birth of the child.

14 Working part-time while pregnant

An Employee may work part-time in one or more periods while she is pregnant where part-time employment is, because of the pregnancy, necessary or desirable.

C) DURING LEAVE**15 Communication during parental leave***Obligations of the Employer*

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

Obligations of the Employee

- (b) While on unpaid parental leave, the Employee must:
 - (i) take reasonable steps to inform the Employer about any significant matter that will affect the Employee's decision regarding the duration of parental leave, whether the Employee intends to return to work and whether the Employee intends to request to return to work on a part-time basis; and
 - (ii) notify the Employer of any changes of address or other contact details which might affect the Employer's capacity to contact the Employee.

16 Paid work during parental leave

- (a) In this clause, the Employer is the Employer from whom the Employee is taking parental leave.

Work with the Employer

- (b) If the Employer and the Employee agree, the Employee may be engaged to perform relief or limited tenure work for the Employer during a period of parental leave, without such work amounting to a return to work from parental leave. The Employee is entitled to be paid the Employee's ordinary rate of pay (minus any and all allowances) for the pre-parental leave position for any such work. Such work counts as service for the purpose of leave accruals.

- (c) The Employee must not perform work for the Employer during any period for which the Employee receives payment from the Employer (for example, paid parental leave, long service leave, annual leave).
- (d) This clause is an exception to the rule that the Employee must take leave in a single continuous period. Work with the Employer does not extend the period of parental leave beyond the end date of the leave or the maximum period of 104 weeks, subject to clause 3(e).

Keeping in touch days

- (e) An Employee may perform paid work for the Employer on a keeping in touch day during a period of parental leave. Such a day is a keeping in touch day if:
 - (i) the purpose of performing the work is to enable the Employee to keep in touch with his or her employment in order to facilitate a return to work after the end of the period of parental leave; and
 - (ii) both the Employee and the Employer consent to the Employee performing paid work for the Employer on that day; and
 - (iii) the day is not within:
 - a) if the work is at the request of the Employee—14 days after the date of birth, or day of placement, of the child; or
 - b) otherwise—42 days after the date of birth, or day of placement, of the child; and
 - (iv) the Employee has not already performed work for the Employer on 10 days during the period of leave that were keeping in touch days.
- (f) An Employee is entitled to be paid the Employee's ordinary rate of pay for work performed on a keeping in touch day. Such work counts as service for the purpose of leave accruals.
- (g) An Employee must not perform paid work on a keeping in touch day during any period for which the Employee receives payment from the Employer (for example, paid parental leave, long service leave, annual leave).
- (h) Work performed on a keeping in touch day does not break the continuity of the period of parental leave and does not extend the period of parental leave beyond the end date of the leave or the maximum period of 104 weeks, subject to clause 3(e).

17 Employee ceases care of child

- (a) If an Employee on parental leave ceases to have any responsibility for the care of the child (other than in the circumstances of clauses 6 or 7), the Employer may elect to give the Employee written notice requiring

the Employee to return to work no earlier than 8 weeks after the date of the notice.

- (b) Nothing in this clause prevents the Employer and the Employee from making alternative arrangements regarding the taking of leave or the return to work of the Employee, taking into consideration the Employee's particular circumstances.

18 Replacement Employees

- (a) Before an Employer engages an Employee to perform the work of another Employee who is taking parental leave, the Employer must notify the replacement Employee:
 - (i) that the engagement to perform that work is temporary;
 - (ii) of the rights the Employer and the Employee taking parental leave have to cancel the leave if the pregnancy ends other than by the birth of a living child or if the child dies after birth; and
 - (iii) of the rights the Employee taking parental leave has to end the leave early if the pregnancy ends other than by the birth of a living child or if the child dies after birth; and
 - (iv) of the right of the Employee taking parental leave to return to the Employee's pre-parental leave position at the end of the leave; and
 - (v) of the right of the Employer to require the Employee taking parental leave to return to work if the Employee ceases to have any responsibility for the care of the child.
- (b) Before an Employer temporarily promotes or transfers an Employee to replace an Employee taking parental leave, the Employer shall inform that person of the temporary nature of the promotion or transfer and the rights of the Employee who is being replaced.
- (c) Nothing in this clause requires an Employer to engage a replacement Employee.

19 Subsequent pregnancy or adoption during leave

- (a) If an Employee is on parental leave and either:
 - (i) the Employee or the Employee's spouse gives birth to another child; or
 - (ii) another child is placed with the Employee for adoption, and the Employee has responsibility for the care of the child, the Employee will be entitled to a subsequent period of parental leave.
- (b) The subsequent period of parental leave is a separate period of leave of up to 104 weeks. The subsequent period of parental leave commences on the date of birth or day of placement of the child.

- (c) The Employee shall comply with the notice and evidence requirements under clause 8 in relation to the subsequent period of parental leave. The Employee is not required to return to work to be eligible for the subsequent period of parental leave, but will only be eligible for paid parental leave if they satisfy the requirements in clause 4(b) and (c).

D) RETURNING TO WORK

20 Changing the end date of leave

First extension by giving notice to Employer

- (a) An Employee on parental leave may extend the period of parental leave once by giving the Employer written notice of the extension at least 4 weeks before the end date of the original leave period. The notice must specify the new end date for the leave. The total period of parental leave including the extension (and including any parental leave taken by the Employee's spouse save for concurrent leave) must be no more than 104 weeks (unless clause 3(e) applies and the leave is extended to allow a return to work at the start of a school year).

Further extensions by agreement with Employer

- (b) If the Employer agrees, the Employee may further extend the period of parental leave one or more times.

Reducing the period of parental leave by agreement with Employer

- (c) During the period of parental leave an Employee shall be entitled to return to work at any time, as agreed between the Employer and the Employee, provided that the Employer may require notice of not more than four weeks.

21 Return to work guarantee

- (a) On ending parental leave (including any special maternity leave), an Employee is entitled to return to:
 - (i) the Employee's pre-parental leave position; or
 - (ii) if that position no longer exists, a position commensurate with his or her qualifications and experience.
- (b) An Employee with an ongoing part-time position is entitled to return to an ongoing part-time position of the same number of hours per week but not necessarily the times or class levels.

22 Notice of return to work

- (a) This clause applies to Employees taking parental leave for a period of one school term or more. For Employees taking parental leave for less than one school term, notice of return to work is taken to be covered by the confirmation of the end date of parental leave under clause 8(f).
- (b) An Employee must confirm their intention to return to work in writing as soon as practicable but not less than 4 weeks prior to the Employee's intended return to work date.
- (c) If an Employer does not receive such notice from the Employee by the date in 22(b) the Employer may send written notice to the Employee requesting confirmation of the Employee's intentions.

23 Return to work part-time

- (a) Subject to this clause, an Employee returning to work from parental leave may work part-time in one or more periods at any time from their return to work until the child reaches school age.

Request for part-time work

- (b) An Employee who is returning to work from a period of parental leave is eligible to make a request to the Employer for part-time work if the Employee has a child under school age.
- (c) The request for part-time work must:
 - (i) be in writing;
 - (ii) be made as soon as practicable but not less than 4 weeks, prior to the Employee's intended return to work date
 - (iii) set out details of the nature of part-time work sought;
 - (iv) specify the start and end dates of the period of part-time work sought.

Response to the request

- (d) The Employer must give the Employee a written response to the request for part-time work within 21 days of the request, stating whether the Employer grants or refuses the request.
- (e) The Employer must consider the request to work part-time having regard to the Employee's circumstances and, provided the request is genuinely based on the Employee's parental responsibilities, may only refuse to permit the Employee part-time work on reasonable grounds related to the effect of the change on the workplace or the Employer's business. If the Employer refuses the request for part-time work, the written response must include details of the reasons for the refusal.

- (f) Without limiting what are reasonable grounds related to the effect of the change on the workplace or the Employer's business in 23(e), such grounds include the following:
- (i) that the new working arrangements requested by the Employee would be too costly for the Employer;
 - (ii) that there is no capacity to change the working arrangements of other Employees to accommodate the new working arrangements requested by the Employee;
 - (iii) that it would be impractical to change the working arrangements of other Employees, or recruit new Employees, to accommodate the new working arrangements requested by the Employee;
 - (iv) that the new working arrangements requested by the Employee would be likely to result in a significant loss in efficiency or productivity;
 - (v) that the new working arrangements requested by the Employee would be likely to have a significant negative impact on customer service.
- (g) The work to be performed part-time need not be the work performed by the Employee in his or her former position but must be work commensurate with the Employee's qualifications and experience.

Part-time work agreement

- (h) Before commencing part-time work under this Clause, the Employer and Employee must enter into a part-time work agreement that contains the following information:
- (i) that the part-time work agreement constitutes a temporary variation of the Employee's ongoing position;
 - (ii) details of the part-time work (including hours to be worked, days of work and commencing times for work for the specific period of the part-time work agreement);
 - (iii) the start and end dates of the period of part-time work; and
 - (iv) that the part-time work agreement may be varied by consent.
- (i) The terms of the part-time work agreement and any variation to it shall be in writing and retained by the Employer. A copy of the part-time work agreement and any variation to it shall be provided to the Employee by the Employer.

Subsequent periods of part-time work

- (j) If an Employee continues to be eligible under 23(b), the Employee may request a subsequent period or periods of part-time work. This clause applies to any such subsequent requests as though they were an initial request for part-time work.

End of part-time work

- (k) In this clause, the former position means the permanent position held by an Employee prior to a period or periods of part-time work. If the Employee enters into a part-time work agreement upon their return to work from parental leave, the former position will be the permanent pre-parental leave position.

- (l) At the expiration of the part-time work agreement, if the Employer and Employee have not entered into a subsequent part-time work agreement, the Employee is entitled to return to
 - (i) the Employee's former position; or
 - (ii) if that position no longer exists—a commensurate position for which the Employee is qualified and suited nearest in status and pay to the former position.

SCHEDULE 2

SUPPORTED WAGE SYSTEM

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

Supported wage system means the Commonwealth Government system to promote employment for people who cannot work at full award wages because of a disability, as documented in *Supported Wage System: Guidelines and Assessment Process*.

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

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

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

1. Eligibility criteria

- (a) Employees covered by this Appendix will be those who are unable to perform the range of duties to the competence level required within the class of work for which the employee is engaged under this agreement, because of the effects of a disability on their productive capacity and who meet the impairment criteria for receipt of a disability support pension.
- (b) 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.
- (c) This Appendix does not apply to the Employer in respect of their facility, programme, undertaking, service or the like which receives funding under the *Disability Services Act 1986* and fulfils the dual role of service provider and sheltered Employer to people with disabilities who are in receipt of or are eligible for a disability support pension, except with respect to an organisation which has received recognition under s.10 or under s.12A of the *Disability Services Act*, or if a part only has received recognition, that part.

2. Supported wage rates

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

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

- (b) Provided that, the minimum amount payable will be not less than that set by the Fair Work Commission.
- (c) Where a person's assessed capacity is 10%, they will receive a high degree of assistance and support.

3. Assessment of capacity

For the purpose of establishing the percentage of the agreement rate to be paid to an Employee under this Agreement, the productive capacity of the Employee will be assessed in accordance with the supported wage system and documented in an assessment instrument by either:

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

4. Lodgement of Assessment instrument

- (a) All assessment instruments, under this Appendix, including the appropriate percentage of the agreement rate of pay, will be lodged by the Employer with the General Manager of the Fair Work Commission.
- (b) All assessment instruments will be agreed and signed by the parties to the assessment, provided that:
- (i) where a union is not a party to the assessment the General Manager of the Fair Work Commission will forward a copy of the assessment to that union; and

- (ii) unless that union lodges an objection with the General Manager of the Fair Work Commission, the assessment will take effect after ten working days.

5. Review of assessment

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

6. Other terms and conditions of employment

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

7. Workplace adjustment

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

8. Trial period

- (a) In order for an adequate assessment of the Employee's capacity to be made, the 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 proposed wage rate for a continuing employment relationship will be determined.
- (c) The minimum amount payable to the Employee during the trial period will be no less than that set by the Fair Work Commission.
- (d) Work trials should include induction or training as appropriate to the job being trialled.
- (e) Where the Employer and Employee wish to establish a continuing employment relationship following the completion of the trial period, a further contract of employment will be entered into based on the outcome of assessment under this clause.

SCHEDULE 3

SALARIES & ALLOWANCES

ALLOWANCES

These amounts are current as at 1 March 2015. The amounts of these allowances will be increased in accordance with clause 17.2

PROFESSIONAL LEARNING LEADER (PER ANNUM)

Professional Learning Leader (PLL1)	\$1,874
Professional Learning Leader (PLL2)	\$3,750

LEADERSHIP POSITIONS – PRIMARY (PER ANNUM)

Points	Allowance	(with Masters Qual)	(with Doctorate)
1	\$2,132	\$4,266	\$5,855
2	\$5,690	\$7,823	\$10,040
3	\$7,823	\$9,956	\$12,551

LEADERSHIP POSITIONS – SECONDARY (PER ANNUM)

Points	Allowance	(with Masters Qual)	(with Doctorate)
1	\$2,845	\$4,979	\$6,694
2	\$4,266	\$6,401	\$8,365
3	\$6,401	\$8,534	\$10,877
4	\$9,247	\$11,378	\$14,226
5	(see Deputy Principal)		

RE LEADERSHIP POSITIONS – SECONDARY (PER ANNUM)

Points	Allowance	(with Masters Qual)	(with Doctorate)
1	\$2,845	\$4,881	\$6,694
2	\$4,979	\$6,972	\$9,204
3	\$7,111	\$9,066	\$11,713
4	\$9,247	\$11,378	\$14,226

LIBRARIAN IN-CHARGE

Where a Librarian, other than a Teacher Librarian, is in sole charge of a school library or is responsible for other personnel, the following allowance shall apply:

Schools with fewer than 250 students	\$1,347
Schools with 250 – 499	\$2,693
Schools with 500 – 749	\$4,039
Schools with 750 students or more	\$5,386

FIRST AID ALLOWANCE

Appointed as First Aid Officer	\$701
Rostered on for more than 3 terms	\$701
Rostered on for more than 2 terms, but not more than 3 terms (75%)	\$526
Rostered on for more than one term, but not more than 2 terms (50%)	\$351

PERSONAL CARE ALLOWANCE

\$14.80 per week

SALARY SCALES

The amounts of these salaries will be increased in accordance with clause 17.2

TEACHERS

Level	From 1/3/15
1	55,827
2	57,580
3	59,339
4	61,088
5	64,228
6	67,537
7	71,013
8	74,678
9	78,552
10	82,519
11	86,348
12	90,007

DEPUTY PRINCIPALS

Level	From 1/3/15
1	109,812
2	112,513
3	115,213
4	117,913

TEACHING SUPPORT EMPLOYEES (OTHER THAN TEACHER ASSISTANTS)

Level	from 1/3/15
1	43,439
2	46,443
3	49,539
4	53,297
5	56,713
6	59,048
7	61,927
8	65,024
9	68,117
10	71,213
11	72,224
12	75,616

TEACHERASSISTANTS

Level	from 1/3/15
1	53,297

Junior Teacher Assistants

Under 17	27,714
17 – 18 years	33,043
18 – 19 years	38,373
19 – 20 years	43,703
20 – 21 years	49,033

CLERICAL,
SECRETARIAL AND
ADMINISTRATIVE
EMPLOYEES

Level	from 1/3/15	
	1 st Year of Service	2 nd Year of Service
1	45,339	46,192
2	47,968	49,745
3	51,519	53,297
4	55,751	57,576
5	61,293	62,179
6	64,314	65,207
7	73,094	79,309

Junior Clerical,
Secretarial
and Administrative
Employees

	from 1/3/15
Under 17	24,020
17 – 18 years	28,639
18 – 19 years	33,258
19 – 20 years	37,878
20 – 21 years	42,496

SCHOOL UTILITY
EMPLOYEES

Level	From 1/3/15	
	1 st Year of Service	2 nd Year of Service
1	38,460	-
2	39,060	39,579
3	40,438	41,297
4	42,622	43,427
5	45,039	46,664
6	48,332	49,997

Junior School
Utility Employees

	from 1/3/15
Under 17	20,581
17 – 18 years	24,540
18 – 19 years	28,497
19 – 20 years	32,455
20 – 21 years	36,413

EDUCATION
OFFICERS

Level	From 1/3/15
1	99,367
2	100,790

Note:

These Education Officer rates will be adjusted at the same percentage and at the same time as adjustments to the Teacher level 12 rate.