



Tasmanian Catholic Education Single Enterprise Agreement 2024

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OPERATION OF THE AGREEMENT

1. TITLE

- 1.1 This agreement shall be known as the “Tasmanian Catholic Education Single Enterprise Agreement 2024”.
- 1.2 This Agreement between the respondent employers and the Independent Education Union Victoria Tasmania is made to enhance the learning and teaching environment in Catholic Education Tasmania. The parties recognise that staff in Catholic schools and colleges are committed to quality learning and teaching outcomes for all of their students. This Agreement sets the framework for ensuring that their work is valued, and effectively supported.

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:
- 2.1.1 Teacher - 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.
- 2.1.2 Teacher Librarian - a Teacher who also holds librarianship skills and/or qualifications.
- 2.1.3 Deputy Principal - 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.
- 2.1.4 Education Officer - an employee of the TCEO who provides advice and support to schools.
- 2.1.5 School Support employee means an Employee whose position is described in the classifications contained in Appendix 3 and includes: Teacher Assistant, Laboratory employee, Library employee, Utility employee, Business Services employee, Information Communications Technology (ICT) employee and Wellbeing employee.
- 2.2 Where this agreement applies to TCEO offices, “school” should be read as “office” and “Principal” should be read as “Executive Director”.
- 2.3 The Parties acknowledge that the St Francis Flexible School operates quite differently from other schools. The Parties will be flexible in their approach to the application of terms of this Agreement that are not easily implemented because of the different ways the Flexible Learning Centre operates.

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 30 June 2026. The parties commit to commence bargaining for a replacement agreement at the nominal expiry date, or within 3 months of the replacement agreement for the Tasmanian State Service, Department for Education, Children and Young People Teachers' being finalised, whichever occurs earlier.

4. PARTIES TO THE AGREEMENT

This Agreement shall apply and be binding upon the:

- Roman Catholic Church Trust Corporation of The Archdiocese of Hobart T/A Catholic Education Tasmania (ABN 24 097 986 470);
- Dominic College Glenorchy Limited T/A Dominic College (ABN 56 649 750 087);
- Edmund Rice Education Australia Flexible Schools Ltd T/A Tasmanian Flexible Schools (St Francis Flexible School) (ABN 59 761 883 720);
- Edmund Rice Education Australia Colleges Ltd trading as St Virgil's College, Hobart (ABN 71 659 944 831).

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 six (6) months, and
- any period up to twenty (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 six (6) months, and
- any period up to twenty (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 thirty-six (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' means

- (a) a spouse, de facto partner, child, parent, grandparent, grandchild or sibling of the employee; or
- (b) a child, parent, grandparent, grandchild or sibling of a spouse or de facto partner of the employee

'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 Catholic School, Queenstown, St Joseph's Catholic School, 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 73](#).

'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 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 a relevant discipline; OR
 - (ii) has completed a 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 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,
 - (iv) has a four or five year undergraduate degree and a Graduate Diploma in Education OR
 - (iv) has qualifications equivalent to any of the above.

'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 2009*.

- 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

- 7.1 The Parties to this Agreement undertake to follow the procedure as set out herein, with the intention that all disputes shall be promptly resolved by conciliation in good faith. An employee who is party to a dispute may appoint the

Union or other representative for the purposes of this clause.

7.2 Matters Likely to Become Industrial Issues

The Employer and the Union (or other employee representative) 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 including a matter arising under:

- 7.2.1 the Agreement; or
- 7.2.2 the National Employment Standards

7.3 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 (or other employee representative) shall discuss the matter in dispute with the Employer or the Employer's representative.

7.4 Final Reference

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

7.5 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 this clause.

7.6 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;
 - 8.5.12 Technical and Teacher support in practical and technical classes; and
 - 8.5.13 Email and other communication with parents and students.

Composition of the Committee

- 8.6 There shall be a Consultative Committee in each school/workplace. The default model is a committee comprised of:
- 8.6.1 the Principal;
 - 8.6.2 a nominee of the Principal;
 - 8.6.3 two (2) nominees of the Union;
 - 8.6.4 one staff nominee elected by and from the total staff.
- 8.7 The nominees of the union and the elected representative of staff should, as far as possible, represent the interests of teaching and support staff employees.
- 8.8 The default model will apply unless and until there is an agreed alternative. The default model may be varied by agreement between the Principal and a majority of staff provided that:
- 8.8.1 The Union will be given two (2) weeks' notice prior to a vote being taken on an alternative;
 - 8.8.2 The proposed composition should be a small committee maintaining appropriate representation of staff and management;
 - 8.8.3 "All-of-staff" committees are not appropriate except in very small schools where the total staff complement is 12 FTE or less.
- 8.9 Each member may nominate a proxy from within the school.

- 8.10 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 (3) years.

Procedures

- 8.11 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.
- 8.12 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 forty-eight (48) hours). Meetings must not be called unless there is substantial business to be discussed.
- 8.13 Any member of the Consultative Committee shall have the right to put any proposal to a vote at any time.
- 8.14 The Principal will either chair the Consultative Committee or determine the Chair of the Committee.
- 8.15 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.
- 8.16 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.
- 8.17 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.
- 8.18 Where a grievance arises in relation to the operation of the Consultative Committee, the dispute resolution procedures of this Agreement will apply.

Training

- 8.19 The parties agree to facilitate half-day training for the Consultative Committee members, to be provided and run by the Union, 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 Union 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 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 [clauses 9.1- 9.7](#) (except where this Agreement provides for a major change to production, program, organisation, structure or technology in relation to the enterprise of the Employer).
- 9.2 The Employer must notify the Employees who may be affected by the change (“the relevant Employees”) of the decision to introduce the major change.
- 9.3 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.
- 9.4 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.
- 9.5 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 Employee(s).
- 9.6 The Employer must give prompt and genuine consideration to matters raised about the major change by the relevant Employees.
- 9.7 In this clause, significant effects on employees are those resulting in any of the following:
- 9.7.1 The termination of the employment of employees;
 - 9.7.2 major change to the composition, operation or size of the employer’s workforce or to the skills required of employees;
 - 9.7.3 the elimination or diminution of job opportunities (including opportunities for promotion or tenure);
 - 9.7.4 the alteration of hours of work;
 - 9.7.5 the need to retrain employees;
 - 9.7.6 the need to relocate employees to another workplace; or
 - 9.7.7 the restructuring of jobs.

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:
- 9.8.1 the Employer must notify the Employees who may be affected by the change in clause 9.8 (“the relevant Employees”) of the proposed change; and
 - 9.8.2 Clauses 9.9 to 9.13 apply.
- 9.9 The relevant Employees may appoint a representative for the purposes of the procedures in this term.
- 9.10 If:
- 9.10.1 a relevant Employee appoints, or relevant Employees appoint, a representative for the purposes of consultation; and
 - 9.10.2 The Employee or Employees advise the Employer of the identity of the representative;
- the Employer must recognise the representative.
- 9.11 As soon as practicable after proposing to introduce the change, the Employer must:
- 9.11.1 discuss with the relevant Employees the introduction of the change;
 - 9.11.2 for the purposes of the discussion, the Employer must provide to the relevant Employees:
 - (a) all relevant information about the change, including the nature of the change; and
 - (b) information about what the Employer reasonably believes will be the effects of the change on the Employees; and
 - (c) information about any other matters that the Employer reasonably believes are likely to affect the Employees; and
 - 9.11.3 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).
- 9.12 However, the Employer is not required to disclose confidential or commercially sensitive information to the relevant Employees.
- 9.13 The Employer must give prompt and genuine consideration to matters raised about the change by the relevant Employees.

10. MANAGING STAFF PERFORMANCE / DEVELOPMENT

The Employer and the Union recognise the importance of timeliness, and reasonableness in dealing with matters under this clause. The Employer will aim to fairly resolve concerns informally with an Employee before instigating due process under this clause, where possible.

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 them, who may be a Union representative.
- 10.1.3 The procedures under this clause must be followed prior to taking any disciplinary action, including issuing a caution or warning or terminating employment (other than for reason of genuine redundancy).
- 10.1.4 With the exception of those circumstances identified in Clause 10.1.6, the Employer shall first have discussions with the Employee about any concerns related to the Employee's performance or conduct.
- 10.1.5 These discussions may resolve the concerns or reach agreement on measures to resolve the concerns. A record shall be kept of these discussions.

Measures to resolve the concerns, which are considered to be non disciplinary actions, can include some or all of the following:

- (a) No further action is required and the matter is concluded
 - (b) the Employee completing further training and development
 - (c) the Employee agreeing to resolve the concerns through mediation
 - (d) the Employee participating in a future reflective exercise with a nominated mentor or supervisor
 - (e) the Employee providing an undertaking or undertakings related to how the concerns will be resolved by them and which are satisfactory to the Employer.
- 10.1.6 Where the concerns or allegations are of a serious nature, the discussions under Clause 10.1.4 are not required and instead the Employee will be provided with a written Notice of Concern in accordance with Clause 10.2.

Concerns or allegations of a serious nature include:

- (a) concerns or allegations arising out of a child safety notification; and/or

- (b) conduct and/or behaviour which, if proven, may constitute misconduct or serious misconduct.

10.2 Notice of Concerns

10.2.1 In the event that the discussions and/or measures held in accordance with Clause 10.1.4 do not resolve the Employer's concerns, or where the concerns or allegations are of a serious nature, the Employer shall advise the Employee in writing of:

- (a) the Employer's concern about the Employee's conduct and/or performance;
- (b) the proposed time, date and place of the Initial Meeting of the Due Process; and
- (c) the possible consequences of the concerns not being satisfactorily resolved.

and provide a copy of this clause.

10.2.2 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) any directions to the Employee (such as, that the Employee is 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.

10.3 Initial Meeting

10.3.1 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 clause 10.2. The Employee's input will be considered before implementing the Process.

10.4 Investigation Findings

Where an investigation is undertaken, the Employee will be provided with an opportunity to respond to the findings of the investigation and any specific allegations arising out of the investigator's report.

10.5 Performance Improvement Plan

If a PIP is proposed, the Employer must provide the Employee a proposed PIP and consult the Employee about it.

10.5.1 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). A PIP is not required where the

concerns are not capable of being addressed by demonstrated improvement over a period of time.

10.5.2 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 six (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

10.5.3 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.

10.6 Finalising the Process

10.6.1 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.

10.6.2 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 Process; or
- (c) the Process is concluded (or at the conclusion of the 1st review meeting under the PIP process), the Employee may be issued with a caution which must precisely specify expectations regarding the Employee's conduct or performance in the future;
- (d) the Process is concluded (or at the conclusion of the 2nd and/or 3rd review meeting under the PIP process) and the Employee is to be issued with a warning. The warning must precisely specify:
 - (i) the misconduct; or
 - (ii) those areas where the employee's performance is not meeting the required expectations as identified during the PIP process;
 - (iii) the Employer's findings;
 - (iv) the Employer's expectations regarding the Employee's conduct in the future;
 - (v) any directions to the Employee in relation to the Employee's conduct appropriate to the situation; and
 - (vi) the date on which the warning will expire which must not be more than twelve (12) months from the date of issue; or
- (e) 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 57.2 and 72](#) (termination of employment) of this Agreement and the provisions of the Fair Work Act 2009 apply.

11. FLEXIBILITY

Individual Flexibility Arrangements

- 11.1 An Employer and Employee covered by this enterprise agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the agreement if:
 - 11.1.1 the agreement deals with 1 or more of: arrangements about when work is performed and/or shifts and rosters
 - 11.1.2 the arrangement meets the genuine needs of the Employer and Employee in relation to 1 or more of the following matters mentioned in 11.1.1; and
 - 11.1.3 the arrangement is genuinely agreed to by the Employer and Employee.
- 11.2 The Employer must ensure that the terms of the individual flexibility arrangement:
 - 11.2.1 are about permitted matters under section 172 of the Fair Work Act 2009; and
 - 11.2.2 are not unlawful terms under section 194 of the Fair Work Act 2009; and

- 11.2.3 result in the Employee being better off overall than the Employee would be if no arrangement was made.
- 11.3 The Employer must ensure that the individual flexibility arrangement:
- 11.3.1 is in writing; and
- 11.3.2 includes the name of the Employer and Employee; and
- 11.3.3 is signed by the Employer and Employee and if the Employee is under 18 years of age, signed by a parent or guardian of the Employee; and
- 11.3.4 includes details of:
- the terms of the enterprise agreement that will be varied by the arrangement; and
 - how the arrangement will vary the effect of the terms; and
 - how the Employee will be better off overall in relation to the terms and conditions of his/her employment as a result of the arrangement; and
 - states the day on which the arrangement commences.
- 11.4 The Employer must give the Employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.
- 11.5 The Employer or Employee may terminate the individual flexibility arrangement by giving no more than 28 days written notice to the other party to the arrangement or, if the Employer and Employee agree in writing, at any time.

Requests for Flexible Work Arrangements

This subclause is to be read in conjunction with Part 2-2, Division 4 of the Fair Work Act 2009.

- 11.6 An employee with at least 12 months of continuous service with the employer may request the Employer for a change in working arrangements related to the following circumstances:
- 11.6.1 the employee is pregnant;
- 11.6.2 the employee is the parent, or has responsibility for the care, of a child who is of school age or younger;
- 11.6.3 the employee is a carer (within the meaning of the Carer Recognition Act 2010);
- 11.6.4 the employee has a disability;
- 11.6.5 the employee is 55 or older;
- 11.6.6 the employee is experiencing family and domestic violence;
- 11.6.7 the employee provides care or support to a member of the employee's immediate family, or a member of the employee's household, who requires care or support because the member is experiencing family and domestic violence.

- 11.7 The employer must respond to the employee's request in writing within 21 days in accordance with the FW Act.

12. SAVINGS CLAUSE

- 12.1 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.

- 12.2 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:

12.2.1 apply unless a superior condition applies in accordance with the NES;

12.2.2 are provided in satisfaction of, and not in addition to, entitlements under the NES.

GENERAL CONDITIONS

13. APPOINTMENT

- 13.1 Subject to clause 13.2, wherever practicable, existing Part-time Employees will be offered any additional hours of work for which they may be suitably qualified, before any new position is advertised.
- 13.2 An Employer shall advertise any vacant position throughout all Tasmanian Catholic Schools and the Tasmanian Catholic Education Office, but may exercise discretion where the position is:
- 13.2.1 to be filled by an employee transferring from a remote location under [clause 13.5](#);
 - 13.2.2 unchanged from a previous limited-term position and is to be performed by the employee already in that position;
 - 13.2.3 to be filled by an Employee whose existing position has been made redundant pursuant to [clause 31](#);
 - 13.2.4 a genuine relief (casual) position pursuant to [clause 14.4](#); or
 - 13.2.5 a secondment for less than six (6) months;
 - 13.2.6 offered to a casual employee who has notified the Employer in writing of their intention to change to permanent employment and the Employer accepts the change in accordance with the Fair Work Act 2009;
 - 13.2.7 offered to a limited tenure employee in accordance with the Fair Work Act 2009;
 - 13.2.8 offered to a Cadet of the St Thomas Aquinas Teaching Schools Institute or any equivalent successor or replacement program.
- 13.3 Employees, upon appointment, shall be informed, in writing, of:
- their conditions of employment,
 - the classification and level to which they have been appointed
 - if part-time, their FTE fraction, number of weekly hours and days and times of attendance
- 13.4 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.
- 13.5 Where a Teacher has served a minimum of three (3) years in a remote school they may, following discussions with the Employer(s), nominate a cluster of schools. Prior to any vacancies being advertised in the nominated cluster of schools, the Employer will:
- 13.5.1 obtain ongoing Employment in a suitable Teaching position for the Employee in that cluster of schools or, where this is not possible,
 - 13.5.2 obtain a suitable limited-term Teaching position for up to two school

years for the Employee, after which a suitable ongoing Teaching position must be found for the Employee.

For the avoidance of all doubt, the provisions of this clause do not include transfer across the boundaries of Catholic Education Tasmania Employers named as legal entities and who are party to this agreement.

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

14 LIMITED TENURE AND RELIEF EMPLOYMENT

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

- 14.2 The duration of a period of engagement for a limited tenure or relief (casual) Employee must not be set to avoid payment of entitlements (such as for non-term weeks) which would otherwise be payable to an ongoing Employee.

- 14.3 Without limiting [clause 7](#) (Dispute Settling Procedure) in the event of a dispute the Fair Work Commission shall be empowered to determine whether the employment status of an Employee is Relief (Casual), Limited Tenure or Ongoing.

- 14.4 Relief (Casual) Employees

- 14.4.1 A Relief (Casual) Employee who is not a Teacher:

- (a) is an Employee who is engaged on a genuine casual arrangement by the hour, as and when required, on an irregular basis;
- (b) shall have a minimum engagement of two (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
- (c) 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.

- 14.4.2 A Relief (Casual) Teacher:

- (a) is a Teacher who is engaged on a genuine casual arrangement, as and when required on an irregular basis;
- (b) shall, except in exceptional circumstances, have a minimum engagement of four hours on each occasion;
- (c) shall be paid the salary determined in accordance with the experience and qualifications as for full-time Teachers;
- (d) shall be paid for each hour at 1/1000 of the annual rate applying to that Employee;

- (e) shall receive a minimum payment of four hours for each engagement;
- (f) on the completion of five (5) 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;
- (g) 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
- (h) shall not accrue holiday or sick leave entitlements for time so worked.

14.4.3 An Employee whose engagement is not as-and-when-required, is not irregular, or who has a reasonable expectation of ongoing employment may not be engaged as a Relief (Casual) Employee, but must be engaged as a Limited Tenure or Ongoing employee as appropriate.

14.5 Limited Tenure Employees

14.5.1 A Limited Tenure Employee may be employed:

- (a) to undertake a specific project or task for a specified period up to two (2) 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.

14.5.2 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;

14.5.3 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 (2) weeks' notice by the Employer.

14.5.4 All other conditions of employment of Limited Tenure Employees shall be as for ongoing Employees.

14.5.5 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 TRANSFER

15.1 Introduction

15.1.1 From time to time it becomes necessary for a school operated by the Trust Corporation of the Archdiocese of Hobart to transfer a member of staff employed on an ongoing basis to another school. Subject to this clause, the school may do this to:

- accommodate a staff-initiated or agreed transfer;
- avoid redundancies;
- facilitate return of a teacher from a remote location under [clause 13.5](#); or
- resolve persistent conflict between staff.

15.1.2 In implementing this agreement, the parties will ensure that:

- all participants will be treated with respect and without harassment, victimisation or discrimination;
- the decision-making process is transparent; and
- staff and their Union will be fully consulted and have genuine input into the identification and transfer process.

15.1.3 At all stages in the process, the staff member is entitled to be represented by their Union.

15.2 Employer Initiated Transfers

- (a) During the life of this Agreement, the parties have agreed to meet

to discuss employer initiated transfers and the possibility of implementing this in the next enterprise agreement.

- (b) Nothing in this clause requires the parties to reach agreement on a term to be included in the replacement agreement. However, the Employer and the Union agree that:
- (i) they will engage in genuine discussions; and
 - (ii) the discussions will commence no later than 6 months from the commencement date of this Agreement.

15.3 Staff-Initiated and Agreed Transfers

- 15.3.1 A staff member may request transfer to another school to a like position. Upon receipt of a request, the Employer must give prompt and genuine consideration to the request and provide reasons for any refusal.
- 15.3.2 Where two (2) staff at different schools or campuses identify an opportunity to swap roles, they may each apply to transfer.
- 15.3.3 The Employer(s) must only reject the request(s) on reasonable business grounds. The grounds must be provided in writing.
- 15.3.4 An Employer may, through discussions with an Employee, agree to a proposed transfer. A record of the terms agreed, signed by the parties, must be kept by the Employer and a copy provided to the Employee.

15.4 Voluntary Transfer – Avoiding Redundancies and Return from Remote Locations

- 15.4.1 If the reason for the proposed transfer is to avoid redundancies or to facilitate the return of a teacher from a remote location under [clause 13.5](#), the Employer must first offer voluntary transfer.
- 15.4.2 Before issuing any notice to staff the school will review their establishment/budget to explore all options to retain the position in either a continuing or short term capacity (eg. to the end of the term). Reductions in fixed-term and relief (casual) employment and variation of hours of existing Employees will be considered.
- 15.4.3 Where the options above are exhausted and the Employer wishes to implement a transfer, the Principal will provide the following details to the affected staff and the Union:
- The reasons (in detail) for the proposed transfer(s);
 - The number of staff who might be considered for transfer(s); and
 - Whether the transfer(s) are likely to be permanent or temporary; and
 - the Schools involved.

- 15.4.4 The Principal will seek expressions of interest to enable the adjustment to be made through voluntary transfer if possible. Such expressions of interest will be circulated broadly to staff within the school and include the following details:
- An outline of the required staffing reduction (in hours/FTE);
 - Options for a temporary decrease in hours, or leave without pay, to address the staffing excess; and
 - Available details of placement options.
- 15.4.5 The Principal will confer with each member of staff who expresses interest in a transfer and endeavour to reach agreement. Voluntary transfer may be implemented where there is agreement on the terms, including the location and timing of the transfer, duties and days and hours of work. If the transfer is to be temporary, the duration must be agreed. There shall be no reduction in the Employees' classification levels, rates of pay or hours/FTE unless by genuine mutual agreement.

15.5 Compulsory Transfer

15.5.1 Where

- transfer is proposed to avoid redundancies, or to facilitate return of a teacher from a remote location under [clause 13.5](#), and the steps above have not resolved the over-staffing; or
- transfer is proposed to resolve persistent conflict between staff,

the Principal will notify any Employee being considered for compulsory transfer and the Union of the following:

- The fact that s/he is being considered for compulsory transfer;
- The reason(s) a transfer is proposed; and
- the grounds for determining that the Employee is being considered for transfer;

- 15.5.2 In considering which Employees might be required to compulsorily transfer, the employer will take into account personal circumstances, such as length of service at the school, financial constraints, etc to ensure the proposed transfer is fair and reasonable.

- 15.5.3 An Employee will not be transferred unless the new school is within a reasonable travelling distance from the Employee's place of residence. In determining "reasonable travelling distance" the parties will take into consideration all relevant factors, such as:

- Length and timing of the Employee's shifts;
- Total travelling time and additional travel time;
- Total and additional travel cost;
- The employee's normal and preferred mode(s) of transport;
- Available transport options; and
- The Employee's personal and family commitments

- 15.5.4 The Principal will ensure that an Employee is not identified for compulsory transfer where there are known special and compelling circumstances or where the Employee has, within the previous four years, been transferred under this agreement.

- 15.5.5 Upon being notified, an Employee may provide further information for consideration as to why s/he should not be transferred. This information must be reviewed by the Principal. If the Principal proposes to continue to consider the Employee for compulsory transfer, the Principal must respond in writing setting out the reasons upon which this decision has been made.

15.6 Confirmation and Terms of Transfer

- 15.6.1 As soon as possible after an agreement or decision is made, the Employee will be provided with written details of their new location, start date, duties and days and hours of work. The notice will set out any training requirements or proposed training. If the transfer is temporary, the notice must specify the date the Employee will return to their original position.
- 15.6.2 A transferred Employee must be engaged as an ongoing employee. That is, s/he must not be engaged on a limited tenure or relief basis. The transfer may be for a fixed period. However, the Employee must then resume ongoing employment at their original school.
- 15.6.3 A transferred Employee must not suffer a reduction in hours (or FTE) on transfer unless specifically requested by the Employee and agreed to by the Employer.
- 15.6.4 A Support Staff Employee transferring to a school in which a Teacher may be eligible to receive entitlements under the remote schools incentive allowance under [clause 28](#) will receive the fuel allowance as if a Teacher.

15.7 Review of Decisions

- 15.7.1 Where an Employee does not agree to a compulsory transfer or any of the terms of the transfer, s/he may provide, in writing, details of their concerns. The employer must discuss the concerns with the Employee and their union representative and attempt to resolve the concerns.
- 15.7.2 The Employee may pursue any unresolved grievance, including as to the terms of the proposed transfer or the merits of the decision to transfer him/her, through the dispute settling procedure in this Agreement. The parties will abide by any recommendation issued by the Fair Work Commission.

16 PART TIME EMPLOYEES

16.1 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

16.2 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.

16.3 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.

17 PROBATION

17.1 All newly appointed employees will be subject to completion of a probationary period of six (6) calendar months from the commencement date of their employment. However, probation will not apply to:

- 17.1.1 An Employee who has previously been employed for more than 6 months by a respondent employer unless notified as such prior to commencing the new employment; or
- 17.1.2 A graduate teacher in their first two (2) years of teaching.

17.2 The Employer will meet with the new Employee within fourteen (14) days of commencement and will set out clearly the performance and conduct expectations for the role.

- 17.3 The Employer will provide a structured program of performance feedback for the duration of the probation, including meeting with the Employee at least every two (2) months.
- 17.4 Where the Employer considers the Employee's performance and/or conduct to be below the Employer's expectations the Employer will discuss this issue(s) with the Employee. These discussions may:
- 17.4.1 resolve the concerns; or
 - 17.4.2 clarify action to be taken by the Employee to resolve the concerns, and/or
 - 17.4.3 determine any support or assistance to be provided to the Employee. The Employer will retain records of these discussions and the actions taken.
- 17.5 Subject to the Employer's compliance with **sub-clauses 17.2, 17.3 and 17.4**, the Employer may, at any time until the end of the six (6) month probation period, terminate the Employee's employment by giving four (4) weeks' notice.
- 17.6 The Employer will notify the Employee in writing of the confirmation of their ongoing employment or the termination of their employment prior to the end of the six (6) month probation period.
- 17.7 Where the Employer does not comply with the requirements of this clause, the Employee will be deemed to have passed their probation and be employed on an ongoing basis.

18 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.

19 SALARIES

- 19.1 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.
- 19.2 Unless otherwise specified in 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 for Education, Children and Young People Teachers' salaries at the same operative date.
- 19.3 The FTE fraction of a part-time Employee shall be calculated by rounding up to two decimal points and salary determined accordingly. Weekly salary, for the purposes of each week of employment and paid leave is the annual salary, multiplied by the FTE, divided by 52.18.

19.4 Low Income Increase - 2025

19.4.1 Ongoing employees classified at the following classification levels will be paid by the Employer a one-off Low-Income payment on the first pay period after 1 March 2025 of \$1000 (pro rata for part-time employees), provided the Employee is employed as at 1 March 2025:

- Teachers Level 1 – Teacher Level 4
- Teacher Assistant Level 1 SP1 – Teacher Assistant Level 3 SP4
- Business Services Level 1 SP1 – Business Services Level 3 SP5
- Utility Level 1 SP1 – Utility Level 4 SP5
- ICT Level 1 SP1 – ICT Level 2 SP5
- Laboratory Level 1 SP1 – Laboratory Level 1 SP4
- Wellbeing Level 1 SP1 – Wellbeing Level 3 SP1
- Library Level 1 SP1 – Library Level 2 SP4.

19.4.2 The pro-rata low-income payment for part-time employees will be calculated by dividing each employee's contracted fortnightly hours by the relevant full time equivalent hours (ie 76 hours for school support employees and 72 hours for teachers) and applying this proportion to the \$1000 payment.

20 PAYMENT OF SALARY

20.1 Wages shall be paid fortnightly not later than the second Thursday in each pay fortnight.

20.2 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.

20.3 The pay fortnight shall be Wednesday to Tuesday. The fortnightly salary shall be the annual salary divided by 26.09.

20.4 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.

20.5 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 ;
- 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.

21 SUPERANNUATION

21.1 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.

21.2 Superannuation payments will be made into a compliant superannuation fund under the following provisions:

21.2.1 An Employee shall be entitled to elect to have the Employer’s superannuation contributions paid into the Employee’s account with Catholic Super or another complying fund;

21.2.2 Should the Employee fail to notify the Employer of the fund elected within 14 days of commencement of service with the Employer and the Employee does not have a stapled superannuation fund, then the Employer may open an account on the Employee’s behalf with Catholic Super and make contributions to that fund; and

21.2.3 An Employee may vary the choice of superannuation fund made by the Employee only once in a 12-month period.

21.3 Parental Leave and Voluntary Superannuation Contributions

For any period of unpaid parental leave approved and taken within 12 months of the birth/adoption of a child in accordance with Appendix 1, following the expiration of the period of paid parental leave the Employer will continue to make Employer award superannuation contributions until the conclusion of the period of 12 months from the commencement of the leave at the rate specified by the Superannuation Legislation calculated on the equivalent of the employee’s ordinary time earnings per week of the paid parental leave component.

Provided where the employee receives Parental Leave Pay from the Federal Government within 12 months of the birth/adoption of a child in accordance with Appendix 1, and is paid superannuation contributions on those payments by the Government, the Employer will make an Employer award superannuation contribution equivalent to the difference between the superannuation contribution made by the Government and the superannuation contribution the

Employer would normally have paid if the Employee had been on paid parental leave for the same period.

22 SALARY SACRIFICE TO SUPERANNUATION

- 22.1 Notwithstanding the provisions of [Clause 19](#) (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.
- 22.2 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.
- 22.3 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 19](#) (Salaries) as if no salary sacrifice arrangement were in place.
- 22.4 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.
- 22.5 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.
- 22.6 Employees who have entered into a salary sacrifice arrangement will be given the opportunity to review such arrangement at 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.

23 ACCIDENT COMPENSATION MAKE UP PAY

23.1 Entitlement to accident compensation make-up pay

- 23.1.1 Subject to [Clauses 23.1.2 and 23.1.3](#), 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.

23.1.2 Accident compensation make-up pay will be paid for a maximum of thirteen (13) weeks, inclusive of all leave, in respect of the same injury.

23.1.3 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.

23.2 Accident compensation make-up pay not payable

Accident compensation make-up pay will not be payable:

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

23.2.2 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.

23.3 Eligibility for accident compensation make-up pay

In order for an Employee to be eligible for accident make-up pay in accordance with [clause 23.1](#):

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

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

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

23.3.4 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

23.3.5 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.

23.4 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:

23.4.1 there is redemption by the Employee of weekly compensation payments by the payment of a lump sum benefit under the Workers Rehabilitation & Compensation Act (Tasmania);

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

23.4.3 the Employee resigns; or

23.4.4 the Employee dies.

24 MEAL ALLOWANCE

- 24.1 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 \$35 fixed for the life of this Agreement.
- 24.2 If an Employee is required to return to work within three (3) hours of normal finishing time, the Employer shall provide either a meal or the appropriate meal allowance described in [subclause 24.1](#).

25 TRAVEL AND ACCOMMODATION

- 25.1 If an Employee is requested by the Employer to travel in order to fulfil designated duties, the Employee shall be provided with:
- 25.1.1 adequate travel time within the school day and this travel time shall be included in the Employee's overall rostered duties; and
 - 25.1.2 transport or, if no school transport is available, payment at the per-kilometre rate prescribed by the ATO from time to time.
- 25.2 The reasonable cost of meals whilst on approved travel will be reimbursed on presentation of a tax invoice/receipt.
- 25.3 Cost for reasonable accommodation whilst on approved travel must be obtained from the Principal / Line Manager in advance. Reimbursement will be made on presentation of a tax invoice/receipt. Pre-payment of accommodation may be arranged with the Principal / Line Manager.

26 FIRST AID ALLOWANCE

An Employee holding a current St John Ambulance or Red Cross First Aid certificate and who is:

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

shall be paid the First Aid Officer allowance as set out in [Appendix 5](#).

27 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 [Appendix 5](#).

28 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 Union each year. These discussions will be held by the end of Term 3 of each year.

29 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 in duties carrying a higher rate of pay than his/her ordinary classification for more than ten (10) working days, they shall be paid the appropriate higher duties allowance.

30 CALL OUT

- 30.1 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 a minimum of two (2) hours for the call out at a penalty rate consistent with [clause 60.5](#).
- 30.2 If the Employee is not required for the entire minimum two (2) hours duration in the call out and is then subsequently called out during that two (2) hour period then the minimum two (2) hour period will not recommence.

31 REDUNDANCY

31.1 Potential Redundancy Situation

Redundancy is provided for in the NES and applies to full-time and part-time employees. The provisions of this clause supplement the NES.

31.2 Objectives

The objectives of these Procedures and Guidelines, are to:

- Avoid redundancies in Catholic schools in Tasmania where possible;
- 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.

31.3 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.

31.4 Procedures

Step 1 - The Potential 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 affected member of staff, with an outline of the reasons for the potential redundancy(ies) .
- (b) A copy of this notification shall be forwarded at the same time to the Executive Director of Catholic Education Tasmania and the Union are also to be notified in writing.
- (c) 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.
 - Notifying members of staff in affected classifications.
- (d) 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 resolved at Step 1, 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 the affected employee(s). 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 their relevant classification and level under the Agreement ;
- Alternatives Investigated in Step 1; and
- The steps the Employer proposes to implement the redundancy(ies)

31.5 Step 3 - The Redundancy Meeting

- (a) A meeting will be held between the Union and the Employer (or the Employee's nominated representative) to consider the Employer's/Principal's redundancy proposal.
- (b) In deciding who is to be declared redundant, the Employer 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.
- (c) 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.
- (d) 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 Union (or the Employee's nominated representative) 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, so there is no termination of employment, then no redundancy will occur and no severance pay will be payable;
- (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;
 - If redundancy is not avoided, the Employer will confirm the termination not less than one month prior to the date of effect.
 - Employees will not accrue leave entitlements such as annual leave or personal leave while on Leave Without Pay. Any Leave Without Pay taken under this clause will not count as continuous service in accordance with section 22 of the Fair Work Act 2009, however, will not break continuous service with the Employer.
- (e) The Employer must provide a letter to the Union (or the Employee's nominated representative) 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.

31.6 Severance Pay

Where an employee's employment is terminated by reason of redundancy, then they are entitled to redundancy pay calculated in accordance with the table below:

<u>Period of continuous service</u>	<u>Severance pay</u>
<u>One year's service or less</u>	<u>Nil</u>
<u>More than one year's service but less than two years</u>	<u>4 weeks</u>
<u>Two years' service but less than three years</u>	<u>6 weeks</u>
<u>Three years' service but less than four years</u>	<u>8 weeks</u>
<u>Four years' service but less than five years</u>	<u>10 weeks</u>
<u>Five years' service but less than six years</u>	<u>12 weeks</u>
<u>Six years' service but less than seven years</u>	<u>14 weeks</u>
<u>Seven years' service but less than eight years</u>	<u>16 weeks</u>
<u>Eight years' service but less than nine years</u>	<u>18 weeks</u>
<u>Nine years' service but less than ten years</u>	<u>20 weeks</u>
<u>Ten years' service but less than eleven years</u>	<u>22 weeks</u>
<u>Eleven years' service but less than twelve years</u>	<u>24 weeks</u>
<u>Twelve years' service and over</u>	<u>26 weeks</u>

32 REDUCTION IN HOURS OF WORK AND TRANSITIONAL MAINTENANCE OF SALARY

- 32.1 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.
- 32.2 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.
- 32.3 The Employer must apply selection criteria in accordance with natural justice, following procedural fairness and in a manner that is impartial and non-discriminatory.
- 32.4 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:

- 32.4.1 If less than 10% of the Employee's core FTE - 4 weeks
- 32.4.2 If 11% - 20% of the Employee's core FTE - 8 weeks
- 32.4.3 If 21% - 30% of the Employee's core FTE - 12 weeks
- 32.4.4 If 31% to 40% of the Employee's core FTE - 16 weeks
- 32.4.5 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 twenty (20) weeks' transitional maintenance of salary; OR
- Be declared redundant leading to:
 - a. Redeployment at current FTE where possible OR
 - b. Redeployment at partial FTE where possible OR
 - c. Redundancy (The procedures set out in Clause 31 apply).

33 PROFESSIONAL DEVELOPMENT

33.1 Induction

33.1.1 The TCEO will develop an annual sector-wide induction program for new Employees. The Union will be invited to address new Employees during one of the scheduled induction sessions.

33.1.2 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.

33.2 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.

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

Access to professional development in accordance with [clause 33.2](#) 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.

33.4 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.

34 BREASTFEEDING AND EXPRESSING FACILITIES

34.1 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.

34.2 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.

34.3 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.

35 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

36 PUBLIC HOLIDAYS WITH PAY

- 36.1 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), Eight Hours 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.
- 36.2 '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.
- 36.3 The Employer and an employee may agree to substitute:
- 36.3.1 Another day for a day that would otherwise be a public holiday under the NES; or
- 36.3.2 Another part-day for a part-day that would otherwise be a part-day public holiday under the NES;
- Where substitution is agreed, the substituted day or part-day will be the public holiday for all purposes of this Agreement.
- 36.4 The Employer may request an Employee work on a public holiday in accordance with the NES.
- 36.5 If the Employer requests an Employee to work on a public holiday, the Employee may refuse the request if the Employer's request is not reasonable or if the refusal is reasonable.
- 36.6 Subject to [clause 36.3](#), an Employee (other than a Teacher) who is requested 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.

37 PERSONAL LEAVE

- 37.1 The provisions of this clause apply to full-time and part-time Employees (on a pro rata basis) but do not apply to Relief Employees. The entitlements of Relief Employees are set out in [subclause 37.15](#) (Relief Employees - Caring Responsibilities).
- 37.2 Paid personal leave is available to an Employee, when they are absent:
- 37.2.1 due to personal illness or injury; or
- 37.2.2 for the purposes of caring for an immediate family or household member who is sick or injured and requires the Employee's care or support or who requires care due to an unexpected emergency.

37.3 Leave may be taken for part of a single day.

37.4 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.

37.5 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.).

37.6 Leave Accrual

37.6.1 Accrual for a full-time Employee shall be:

- (a) ten (10) days of paid personal/carer's leave credited on appointment; and
- (b) ten (10) days of paid personal/carer's leave to accrue progressively during a year of continuous service according to the employee's ordinary hours of work.

37.6.2 Personal leave entitlements shall be cumulative without limit.

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

37.6.4 A part-time School Support Employee shall be entitled to the provisions of this clause on a pro rata basis in accordance with his/her FTE fraction.

37.6.5 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.

37.7 Personal Leave

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

37.8 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 or support or who require care due to an unexpected emergency.

37.9 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.

37.10 Evidence – Personal Leave

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

37.10.1 any absence of two (2) or more consecutive days; and

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

37.11 Where an Employee who has taken more than 5 single day personal leave absences in a school year without having given the Employer evidence, for any further absences:

37.11.1 the Employer may request that the Employee provide a certificate from a registered health practitioner, or other evidence that would satisfy a reasonable person that the leave is taken for the reason specified in clause 37.2.1; and

37.11.2 where a request is made for evidence under clause 37.11.1, then the Employee must comply with the request.

37.12 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 37.2.2](#) and that the Employee is responsible for the care or support of the person concerned.

37.13 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.

37.14 Emergency Leave

37.14.1 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.

37.14.2 An Employee may use up to three (3) days of accrued personal leave entitlements in any one year.

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

37.15 Relief Employees - Caring Responsibilities

- 37.15.1 Subject to the evidentiary and notice requirements above, Relief Employees 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 or support, or who require care due to an unexpected emergency, or the birth of a child.
- 37.15.2 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 forty-eight (48) hours (i.e. two days) per occasion. Relief Employees are not entitled to any payment for the period of non-attendance.
- 37.15.3 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.

38 COMPASSIONATE LEAVE

38.1 Compassionate Leave – paid entitlement

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

- 38.1.1 two (2) 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
- 38.1.2 up to five (5) days' paid compassionate leave on each occasion on which:
- (a) a member of the Employee's immediate family or household dies within Tasmania (or seven (7) days outside Tasmania); or
 - (b) a child is stillborn, where the child would have been a member of the employee's immediate family, or a member of the employee's household, if the child had been born alive; or
 - (c) the employee, or the employee's spouse or de facto partner, has a miscarriage.

Provided subclauses (b) and (c) do not apply if the employee is entitled to a better benefit under Appendix 1 – Parental Leave.

38.2 Compassionate Leave – unpaid entitlement

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

38.3 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 38.1](#).

38.4 Compassionate Leave – Relief Employees

38.4.1 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.

38.4.2 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 forty-eight (48) hours (i.e. two (2) days) per occasion. The Relief Employee is not entitled to any payment for the period of non-attendance.

38.4.3 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 the Employer to engage or not to engage a Relief Employee are otherwise not affected.

38.5 Taking Compassionate Leave

An employee may take compassionate leave for a particular permissible occasion as a single continuous period, or 2 separate periods or any separate periods to which the employee and employer agree.

39 DISCRETIONARY LEAVE

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

39.1 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.

39.2 Medical Examination for Military Service

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

39.3 Professional / Sport Representation

For a period not exceeding five (5) days per annum to:

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

40 DEFENCE FORCE LEAVE

- 40.1 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 the employee to undertake defence force service including military training.
- 40.2 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.
- 40.3 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.

41 JURY SERVICE

- 41.1 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.
- 41.2 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.
- 41.3 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.

42 SPECIAL LEAVE - WITHOUT PAY

- 42.1 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.
- 42.2 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 twelve (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.

42.3 Special Leave Without Pay – Up to 20 days

Annual leave, personal leave and school holiday entitlements will continue to accrue during any approved period of special leave without pay where the total period of leave approved in a single application is up to 20 days.

Example A: An employee makes an application for 10 days special leave without pay.

The application is approved. Annual leave, personal leave, school holiday pay will accrue on the 10 days of special leave without pay.

42.4 Special Leave Without Pay – In Excess of 20 days

Annual leave, personal leave, school holiday leave and long service leave entitlements will not accrue during an approved period of special leave without pay where the total period of leave approved in a single application exceeds 20 days.

Example B:

An employee makes an application for special leave without pay for two full terms (100 days) which is approved.

Annual leave, personal leave, school holiday leave and long service leave do not accrue during the employee's full period of absence ie 100 days.

Example C:

An employee makes an application for special leave without pay for 15 days in Term 1 and a separate application for 10 days in Term 2.

Annual leave, personal leave, school holiday leave and long service leave will accrue during the 15 days of special leave without pay in Term 1 and again for the 10 days in term 2, as each separate application did not exceed 20 days (even though the total period taken together exceeds 20 days).

42.5 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 should coincide with school terms.

43 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.

44 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) and any exemption to the *Long Service Leave Act 1976* (Tas) sought by the Employer and approved by the authorised Government Minister or Secretary.

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

44.1.1 Thirteen (13) weeks' long service leave in respect of the first ten (10) years of continuous service; and

44.1.2 1.3 weeks' long service leave in respect of each additional year of continuous service.

44.2 Entitlement on Termination

44.2.1 An Employee whose Employment terminates after seven (7) years or more of continuous service shall, on termination, be paid an amount equivalent to the sum payable had they taken all accrued long service leave from the date of termination.

44.2.2 The Employee may elect to forgo payment and retain their accrued long service leave in the event that they commence a new period of employment with a respondent employer by the commencement of the second school year after termination. Where the Employee does not commence a new period of employment within that time, the payment must be made.

44.2.3 For the purposes of Long Service Leave, any period of up to one school year between periods of employment does not count as service, but does not break continuity of service.

44.3 If an Employee is entitled to a period of paid personal leave (sick leave or carer's leave) while on Long Service Leave, that period is to be re-credited to the period of accrued Long Service Leave on production of a medical certificate or evidence that would satisfy a reasonable person that the leave was taken for the purposes of sick leave or carer's leave.

- 44.4 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.
- 44.5 Employees who have accumulated more than fifty (50) days of Long Service Leave, when taking a minimum of one term or fifty (50) days of Long Service Leave may opt to cash out some or all of the remaining entitlements.
- 44.6 Employees who are taking at least thirty (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.
- 44.7 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.
- 44.8 Employees who are over sixty-five (65) years of age will be eligible to accrue Long Service Leave.

45 FAMILY VIOLENCE LEAVE

- 45.1 Family and domestic violence is violent, threatening or other abusive behaviour by a close relative of a person, a member of a person's household, or a current or former intimate partner of a person that:
- 45.1.1 Seeks to coerce or control the person; and
- 45.1.2 Causes the person harm or to be fearful.
- 45.2 A close relative of a person is another person who:
- 45.2.1 Is a member of the person's immediate family; or
- 45.2.2 Is related to the first person according to Aboriginal or Torres Strait Islander kinship rules.
- 45.3 An Employee is entitled to 20 days of paid family and domestic violence leave in a 12 month period (non cumulative) if:
- 45.3.1 The Employee is experiencing family and domestic violence; and
- 45.3.2 The employee needs to do something to deal with the impact of the family and domestic violence; and
- 45.3.3 It is impractical for the employee to do that thing outside the employee's work hours.
- 45.3.4 Examples of actions by an employee who is experiencing family and domestic violence include attending medical appointments, arranging for the safety of the Employee or a close relative (including relocation), attending courts hearings etc.

- 45.4 The leave is available in full at the start of each 12-month period of the employee's employment and is available in full to part-time and casual/relief employees.
- 45.5 Family and domestic violence leave can be taken as:
- 45.5.1 A single continuous 20 day period; or
- 45.5.2 Separate periods of one or more days each; or
- 45.5.3 Any separate periods to which the employee and the employer agree, including periods of less than one day.
- 45.6 To avoid doubt, other forms of paid or unpaid leave can be taken in addition to the entitlement specified in Clause 45.3 as agreed between the Employer and Employee to deal with the impact of family and domestic violence.
- 45.7 The Employee must, if requested by the Employer, provide evidence that would satisfy a reasonable person that the leave taken in accordance with this Clause was taken for the purposes specified in subclause 45.3 and the requirement specified in 45.3.3 is met.
- 45.8 The employer must take steps to ensure any information provided by the employee in relation to an application for leave under this clause is treated confidentially, as far as it is reasonably practicable to do so.
- 45.9 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.
- 45.10 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.

46 RENEWAL LEAVE SCHEME

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

- 46.1 With the agreement of the Employer a participating Employee will, by taking a reduction in normal salary for four (4) 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.
- 46.2 There must be an application and approval as follows:
- 46.2.1 The Employee must apply stating the proposed period of the leave.

- 46.2.2 The Employer may grant such leave taking into account the overall needs of the workplace, and
 - 46.2.3 The Employer must notify the Employee in writing whether the Employee's application has been approved or not.
- 46.3 The Employer and Employee must set out an agreement in writing, specifying:
- 46.3.1 The five (5) year period over which the leave will be accumulated and taken, and
 - 46.3.2 The period of leave to be taken.
- 46.4 During the period of leave
- 46.4.1 Normal employment conditions will apply as if the Employee was on Annual Leave.
 - 46.4.2 The leave will be treated as a period of paid leave for all purposes.
 - 46.4.3 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).
 - 46.4.4 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.
- 46.5 Changes to the arrangements must be made by consultation and agreement as follows:
- 46.5.1 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.
 - 46.5.2 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.
- 46.6 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.
- 46.7 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.

- 46.8 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 (20) working days after termination.

47 WORKPLACE DELEGATES' RIGHTS

A Union workplace delegate or sub-branch representative has rights as set out in Appendix 4.

48 COMMUNICABLE DISEASES LEAVE and PANDEMIC LEAVE

Communicable Disease Leave

- 48.1 An Employee who contracts a communicable disease or illness (with the exception of any communicable disease declared as a pandemic) shall absent themselves from duty and be entitled to paid leave without reduction of his/her personal leave entitlements.
- 48.2 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.
- 48.3 For the purposes of this clause, a communicable disease or illness shall mean a disease classified by the National Health and Medical Research Council (NHMRC) and/or the Tasmanian Department of Health and Human Services (DHHS) as communicable and requiring exclusion and includes:

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

Pandemic Leave

- 48.4 Subject to clauses 48.5 to 48.9, an Employee (other than a casual employee) is entitled to access up to 5 days of paid pandemic leave per year in the event of a pandemic.
- 48.5 Paid pandemic leave will only apply in circumstances where:
- 48.5.1 The Australian Government/Chief Medical Officer has declared a pandemic; and
- 48.5.2 The Employee is consequently prevented from working by measures taken by the Australian Government or medical authorities in response to the pandemic.
- 48.6 Paid pandemic leave does not accumulate from year to year.
- 48.7 Paid pandemic leave will be paid at the Employee's base rate of pay.
- 48.8 The employee must give the Employer notice of the taking of leave under this subclause and of the reason the employee requires the leave as soon as practicable (which may be a time after the leave has started).
- 48.9 An employee who has given the Employer notice of taking leave under this subclause must, if required by the Employer, give evidence that would satisfy a reasonable person that the leave is taken for a reason given in subclause 48.4.

49 CULTURAL LEAVE FOR ABORIGINAL AND TORRES STRAIT ISLANDER EMPLOYEES

- 49.1 Employees who identify as Aboriginal or Torres Strait Islanders are entitled to paid cultural leave which can be accessed to participate in any of the following:
- 49.1.1 cultural and ceremonial obligations under Aboriginal or Torres Strait Islanders lore, customs or traditional law; and
- 49.1.2 community cultural events such as NAIDOC Week activities or Reconciliation Week.

Note: This new leave type is available to Aboriginal Australian and Torres Strait Islander Employees. Application of this clause is not limited to those Employees who self-identify as Aboriginal or Torres Strait Islanders through a HR process or system. If the Employer has a genuine concern about the legitimacy of a request, reasonable evidence can be requested from the Employee. The cultural and ceremonial obligations/events referred to in subparagraphs 49.1.1 and 49.1.2 are not exhaustive. Employers should use their discretion when Employees apply to access the leave.

- 49.2 Up to three (3) days of paid cultural leave per calendar year will be available under this clause. The leave need not be taken in one continuous period. Paid cultural leave will not accrue from year to year and will not be paid out on

termination.

Note: Up to three days is available irrespective of whether the eligible Employee is part time or full time. The leave can also be taken as part-days where required.

- 49.3 The Employer will assess each application for cultural leave on its merits and give consideration to the personal circumstances of the Employee seeking the leave.
- 49.4 The Employer may request reasonable evidence of the legitimate need for the Employee to be allowed time off.
- 49.5 If an Employer requires an Employee to attend to business associated with an Aboriginal or Torres Strait Islanders organisation, or an organisation that works to facilitate Aboriginal or Torres Strait Islanders interests, the attendance is considered to be a part of the Employee's normal duties and the Employee need not access leave under this or any other clause to enable it.
- 49.6 Cultural leave granted under this clause is in addition to the leave provided by clause 38 – Compassionate Leave of this Agreement.

Note: The leave should not be substituted in situations where another paid leave type may be more suitable in the circumstances, such as for example compassionate leave or personal leave. Depending on the circumstances, the most beneficial arrangement for the Employee should be reached in relation to accessing this leave compared to other leave types that may be available.

SPECIFIC CONDITIONS - EDUCATION OFFICERS

50 CONTRACT OF EMPLOYMENT – Education Officers

50.1 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.

50.2 Term of Appointment

- 50.2.1 An Employee will be appointed as an Education Officer for a specified term of two (2) years or one year, depending upon funding.
- 50.2.2 Education Officers shall be informed on appointment of their obligations to achieve Accreditation to work in a Catholic School.
- 50.2.3 The appointment may be extended by mutual agreement.
- 50.2.4 At the end of the contract, if the position is available, it will be advertised.
- 50.2.5 Where a contract is not extended, the Employer will provide advice to the Employee that the contract is not to be extended at least ten (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 ten (10) weeks, or the period of advice not given.
- 50.2.6 At the end of a specified term where the employment is not extended, the incumbent Education Officer may apply for the advertised position.
- 50.2.7 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.
- 50.2.8 For those not covered by [clause 50.2.7](#) above, the Employer will provide redeployment support (including career counselling).

51 HOURS OF WORK – Education Officers

- 51.1 It is recognised that:
- 51.1.1 due to the nature of the work of Education Officers, there is a need for flexibility regarding hours of work; and
 - 51.1.2 at certain times, specific tasks may need to be completed outside the ordinary hours of work; and
 - 51.1.3 on occasions, Education Officers are required to be away from home overnight because of school commitments, travel distances or, travel intrastate and interstate.
- 51.2 The ordinary hours of work for a full-time Employee shall be thirty-eight (38) hours per week, exclusive of lunch breaks, which may be taken at a time convenient to the Education Officer.
- 51.3 Rest breaks may be taken at times convenient to the Education Officer.
- 51.4 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.
- 51.5 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.

52 TIME IN LIEU – Education Officers

- 52.1 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.
- 52.2 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.
- 52.3 Time in lieu shall be taken in a manner that is agreed between the Employer and the Employee.
- 52.4 Managers may agree with Employees on arrangements to respond to short-term or ongoing perceived excessive workloads.

53 ANNUAL LEAVE - Education Officers

- 53.1 An Education Officer shall be entitled to school holidays, less four (4) working weeks, without loss of pay for each year of service. This will include:
- 53.1.1 four weeks annual leave; and
 - 53.1.2 the working days between Christmas / New Year.
- 53.2 The four working weeks during school holidays will be scheduled as follows:

- 53.2.1 the two (2) weeks immediately prior to the week students return for Term 1;
- 53.2.2 the first week of the school holiday period at the end of Term 1; and
- 53.2.3 the first week of the school holiday period at the end of Term 3.
- 53.3 The Employer and Employees may agree to change these weeks in any year.
- 53.4 Where a holiday(s) ([Clause 36 - Public Holidays](#)) 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.
- 53.5 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.
- 53.6 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.
- 53.7 Part-time Employees shall be entitled to Annual Leave proportionate to the full-time equivalent service.

54 TRANSPORT ARRANGEMENTS – Education Officers

- 54.1 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.
- 54.2 The Employer will make available a vehicle for Education Officers who do not elect to receive a vehicle as per [clause 54.1](#). The vehicle must only be used for work-related travel.
- 54.3 The Employer will make available a vehicle for part-time Education Officers for work-related travel.
- 54.4 Notwithstanding [54.3](#) 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.

55 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.

56 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 Appendix 5.

SPECIFIC CONDITIONS SCHOOL SUPPORT EMPLOYEES

57 CONTRACT OF EMPLOYMENT – School Support Employees

57.1 Terms of Appointment

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

57.1.2 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 eight (8) weeks in any school year;
- (b) The Employee's contract of employment must specify the arrangement in writing and the Employee must be notified by the end of Term 3 of the preceding year of the specific weeks which are to be taken as "required leave" during the following school year;
- (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.

57.1.3 If required to take leave without pay under cl. 57.1.2, the Employee may elect to average (annualise) their salary (clause 63.6)

57.2 Termination

57.2.1 An Employee may terminate his/her employment by giving at least two (2) 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 weeks	3
More than 5 years weeks	4

*Plus one week if the Employee has completed at least two (2) years' continuous service and is over forty-five (45) years of age on the day the notice is given.

57.2.2 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.

57.2.3 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.

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

58 HOURS OF WORK – School Support Employees

58.1 Full-time Employees

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

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

58.2 Part-time Employees

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

58.3 Ordinary Hours of Work

The ordinary hours of work will 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 58.1.1](#), up to 8.5 hours (exclusive of meal breaks) may be worked on any one day without incurring overtime.

58.4 Rostered Leisure Days

58.4.1 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 (5) 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.

58.4.2 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.

58.4.3 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.

58.4.4 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.

58.5 Preparation Day – Teaching Support Staff

Teaching Assistants, Laboratory and Library 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.

58.6 Split Shifts

58.6.1 A Support Staff Employee (other than a casual) engaged on a “split shift” arrangement, that is a rostered shift in two periods of duty, exclusive of breaks, per day, shall be paid a minimum payment of two hours for each period of duty at the ordinary time rate plus a penalty of 15% of the ordinary time rate.

58.6.2 The maximum spread between the start of the first period of duty and the cessation of the second period of duty for a broken shift is twelve (12) hours. Any hours in excess of this twelve (12) hour spread will be paid for as overtime.

58.7 Workloads

No employee in a Catholic School shall be required to perform an unreasonable or excessive workload. In making decisions about the work of School Support Employees, the Employer will attempt to provide for equitable workloads across the school and among employees. The Employer will consult staff over workloads through the Consultative Committee.

59 HOURS OF WORK – VARIATIONS – Part-time Teacher Assistants

59.1 Where necessary according to the school's needs, a part-time Teacher Assistant's hours of work may be varied in accordance with this clause.

59.2 A variation may be implemented between the commencement of the school year and 31 March in any year.

59.3 An Employee's hours may be reduced based on the average of his or her Full-Time Equivalent (FTE) over the previous three (3) years of employment. The “average FTE” for the purposes of this clause is the FTE that the Employee was working at 1 April of each of the previous three (3) years.

59.4 Where an Employee has a reduction in his or her hours of work at the request of the Employer within this period, transitional maintenance of the higher salary will be applied as follows:

59.4.1 If less than 10% of the Employee's average FTE – 0 weeks

59.4.2 If 10% but less than 20% of the Employee's average FTE – 6 weeks

59.4.3 If 20% but less than 30% of the Employee's average FTE – 10 weeks

Provided that if the reduction is 30% or more of the Employee's average FTE, the Employee may elect to:

59.4.4 Accept sixteen (16) weeks' transitional maintenance of salary, or

59.4.5 Be declared redundant leading to:

- Redeployment at their current FTE where possible, or
- Redeployment at a different FTE where agreed, or
- Redundancy (the procedures in Clause 31 apply)

59.5 If a reduction in FTE is sought by the Employer to be implemented between 1 April and the day preceding the commencement of the new school year due to a need to reduce staffing, Clause 32 (Reduction in Hours of Work and Transitional Maintenance of Salary) will apply.

59.6 The details of any variation of hours and transitional maintenance of salary will be issued to the Employee in writing.

60 OVERTIME – School Support Employees

60.1 Subject to sub-clauses 60.2 and 60.3, the Employer may require an Employee to work reasonable overtime from time to time. No overtime shall be worked without prior approval.

60.2 An Employee working part-time on return from Parental Leave (Appendix 1, Clause 23) may elect to work available overtime, but must not be required by the employer to do so.

60.3 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:

60.3.1 any risk to Employee health and safety;

60.3.2 the Employee's personal circumstances including any family responsibilities;

60.3.3 the needs of the workplace and enterprise;

60.3.4 the notice (if any) given by the Employer of the overtime and by the Employee of his or her intention to refuse it; and

60.3.5 any other relevant matter.

60.4 In computing overtime each day shall stand-alone.

60.5 Overtime Rates

60.5.1 For all overtime 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 (2) hours and double time thereafter.

60.5.2 For all time worked on a Saturday or Sunday, payment shall be made at the rate of double time.

60.5.3 For all time worked on a public holiday as prescribed in Clause 36, payment shall be made at the rate of double time and one half.

60.6 Where an Employee is required to attend school after leaving the premises (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 (2) hours pay at the relevant rate.

60.7 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 24. Such payment is made on the day on which the overtime is worked, prior to the meal break being taken.

60.8 An Employee entitled to payment for overtime worked may elect, with the agreement of the Employer, to take time off in lieu of the payment. Time in lieu:

60.8.1 may only be taken at the request of the Employee and with the Employer's agreement. The agreement must be in writing and kept with the time and wages records.

60.8.2 will be taken at the rate of one hour during normal working hours for each hour of overtime worked;

60.8.3 must be taken within twelve (12) months after the overtime was worked; Where any time in lieu is not taken within the twelve (12) months, payment will be made for the overtime worked;

60.8.4 may only be taken in respect of overtime worked between Mondays to Friday inclusive. The penalty rates prescribed above must be paid for overtime worked on Saturday and Sunday.

60.9 Reasonable Additional Hours

60.9.1 An Employer may require a part-time employee to work reasonable additional hours in accordance with this clause.

60.9.2 The employee will be paid for all additional hours a loading of 20% in addition to their usual hourly rate for those additional hours that:

- (a) Fall within the applicable daily spread of hours in clause 58;
- (b) Do not result in the employee working more than 8.5 hours on that day; or
- (c) Do not result in an employee:

- Working more than the allowed maximum weekly ordinary hours;
- Working more than the allowed maximum weekly ordinary hours during the averaging period, where the employee's hours are averaged.

60.9.3 The Employee will be paid for all additional hours at the relevant overtime rate for all hours worked outside the span of ordinary hours, in excess of 8.5 hours per day or resulted in the maximum weekly ordinary hours or maximum average weekly ordinary hours being exceeded.

60.9.4 Where additional hours are worked on a day the employee is already attending for work, the minimum casual engagement of 2 hours will not apply.

60.9.5 Additional hours worked by a part-time employee in accordance with this clause do not accrue leave entitlements under this Agreement or the NES.

61 REST / MEAL PERIODS – School Support Employees

61.1 An employee is entitled to the following breaks depending on the number of hours worked each day:

Number of Hours worked	Paid consecutive 10-minute rest period (Clause 61.1)	Unpaid Meal Break Clause 62.2
Up to 2.5 hours	1 x 10 minute rest period	Not applicable
2.5 hours and less than 5 hours	1 x 10 minute rest period	1 x 30-60 minute unpaid meal break (at least 30 consecutive minutes)
5 hours or more	2 x 10 minute rest periods	1 x 30-60 minute unpaid meal break (at least 30 consecutive minutes)

61.1.1 The 10 minute paid rest period(s), either singular or taken as a combination (as per clause 61.1.3) will be counted as time worked.

61.1.2 The first 10 minute paid rest period in any one day shall be taken at a time scheduled by the Employer but by no later than 11:30am. Provided where an employee commences work at or after 11am and they are eligible for a paid 10-minute rest period in accordance with this clause, the paid rest period shall be taken within 2.5 hours of the employee having commenced work (excluding any unpaid meal break taken).

61.1.3 Where an employee is entitled to two rest periods in any one day the

two periods can be combined to create a 20 minute paid rest period to be taken at a time scheduled by the Employer at any time during that day.

61.2 Unpaid Meal Break

61.2.1 The unpaid meal break must be taken between 11am and 2.30pm.

61.2.2 Where the unpaid meal break is in excess of 45 minutes, the employer may schedule the break to be taken in two separate periods, one of which must be for a minimum of 30 consecutive minutes.

Provided an employee who is timetabled to work for 5 hours or less may, with the agreement of the Employer, waive the requirement to take the unpaid meal break.

62 ANNUAL LEAVE - School Support Employees

62.1 Period of Leave

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

62.1.2 Any period of leave an Employee is required to take under clause 57.1.2 shall count as service such that Annual Leave will accrue on it.

62.1.3 Annual Leave shall be given and taken in one consecutive period, or if the Employer and the Employee agree, in two (2) separate periods, the lesser of which shall be not less than seven (7) consecutive days.

62.2 Full Annual Leave

An Employee shall be entitled to 4 weeks' Annual Leave, on his/her normal rate of pay.

62.3 Annual Leave Exclusive of Holidays with Pay

Annual leave prescribed by this subclause shall be exclusive of any of the holidays prescribed by [Clause 36 \(Public Holidays\)](#). 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.

62.4 Broken Leave

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

62.5 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 six (6) months from the date when the right to Annual Leave accrued.

62.6 Payment in Lieu Prohibited

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

62.7 Proportionate Leave on Ending Service

On termination or resignation, 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.

62.8 Annual leave entitlements will only be reduced when an Employee has had Leave Without Pay (other than under [clause 57.1.2](#)) in excess of twenty (20) days in that calendar year.

63 SALARIES AND CLASSIFICATION – School Support Employees

63.1 School Support Employees shall be classified in accordance with [Appendix 3 – Classification Structure – School Support Employees](#).

63.2 An employee engaged in ICT whose position exceeds the requirements of the descriptors for ICT Level 4 shall be classified and paid at Level 6 or 7 of Business Services.

63.3 An employee engaged in Utilities whose position exceeds the requirements of the descriptors for Utilities Level 4 shall be classified and paid at Level 4, 5, 6 or 7 of Business Services.

63.4 A junior employee (under the age of twenty (20) years) may be engaged as a Junior Business Services Employee, Junior Utility Employee or Junior Teacher Assistant on the following percentages of the appropriate Level 1 salary rate:

Service after completion	Year 10 or equivalent	Year 11 or equivalent	Year 12 or equivalent
1st year	70%	80%	90%
2nd year	80%	90%	100%
3rd year	90%	100%	Commence progression
4th year	100%	Commence progression	
5th year	Commence progression		

- 63.5 The hourly rate of pay to be paid to a part-time Employee shall be 1/38th of the weekly salary.
- 63.6 An Employee who is required to take leave without pay under [clause 57.1.2](#) during non-term weeks may, by agreement in writing with the Employer, elect to annualise (average) his/her salary over a fifty-two (52) week period. The adjusted annual salary for an Employee is:

$$A = B \times C \times \frac{(52.18 - D)}{52.18}$$

Where:

- A is the Employee's adjusted annual salary
 B is the annual salary for the Employee's classification
 C is the FTE (being hours employed in an ordinary working week/38 rounded up to 2 decimal points)
 D is the specified number of weeks of leave without pay

Experience and Progression

- 63.7 A full-time Employee shall be credited with a year of experience upon completion of each year of service.
- 63.8 Progression through the increments within a level is by annual service increments to the top salary point for the level.
- 63.9 Full-time staff will move to the next higher salary point in their level (an increment) on each anniversary of their appointment (or their appointment to their current level).
- 63.10 Part-time staff will, on each anniversary of their appointment, move to the next higher salary point in their level (an increment) if either:
- they have experience (calculated in accordance with [clause 63.11](#)) since their last increment greater than or equal to 0.45 FTE; or
 - they have not received an increment in the previous two (2) years of service.

- 63.11 For the purposes of this clause experience is calculated as

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

where H = average number of hours per week employed, and
 W = number of weeks of service including annual leave and required leave ([clause 57.1.2](#)).

63.12 School Support Employees Structure

The parties have agreed that, in the first six (6) months of this Agreement, a Working party consisting of three Union representatives (one of whom will be an Union Officer/employee) and three Employer representatives will meet to review the classification structure under Appendix 3 of the

Agreement relating to School Support Employees, specifically will review in line with the below:

- 63.12.1 focus on the progression up the levels;
- 63.12.2 whether the classification descriptors adequately and fairly reflect and represent the work at each corresponding level;
- 63.12.3 consider how the classification descriptors at each level can be improved;
- 63.12.4 make recommendations for the employer regarding each of the above points and any other considerations the Working Party considers is relevant.

The Working Party will perform its tasks during work time and may seek external assistance, including from subject-matter experts and the IEU. With the exception of the first meeting, the Working Party will schedule its meetings according to general consensus of the availability of its members, however, it must meet at least two times per year from the date of the first meeting.

64 RECLASSIFICATION - School Support Employees

- 64.1 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 no longer appropriate for the duties, skills, qualifications and/or responsibilities associated with the position.
- 64.2 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.
- 64.3 All applications for reclassification made during a term will be reviewed by an Employer-nominated panel once each term but by no later than week 8 of the term in which the application was made. If an Employee's application is successful, the application will be backdated to the date when the complete application was lodged. Where the Employer rejects an application for reclassification the Employee must be provided with reasons in writing.
- 64.4 Applications for reclassification made after Week 7 in a Term, will be carried forward to the following term for consideration by the employer. If successful, the application will be backdated to the date when the complete application was lodged.
- 64.5 Following the outcome of an application under this clause, an Employee may make a further application upon the expiry of twelve (12) months from the date of the previous application.

65 HIGHER DUTY ALLOWANCE – School Support Employees

- 65.1 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.

- 65.2 Where an Employee continues to perform the higher duties as provided for in [clause 65.1](#) above, for a period of more than twelve (12) months an increment, if provided for in the higher classification, shall be paid.
- 65.3 Where an Employee receiving an Allowance under [clause 65.1](#) 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.
- 65.4 For the purposes of [Clause 65.2](#), reference to Employee does not include replacement Employee or relief Employee.

66 LIBRARIAN ALLOWANCE

A Librarian, other than a Teacher Librarian, who is in sole charge of a school library or is responsible for other personnel in a school of 750 students or more, shall be classified at Level 4.2 and receive an Allowance in accordance with [Appendix 5](#).

67 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 \$20 per week for such provision.

68 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.

69 SUPERVISION – Teacher Assistants

- 69.1 Teacher Assistants may be required to undertake supervision of students as described below provided that the Teacher Assistant:
- 69.1.1 Is classified at or above salary point (2.5) for Teacher Assistant on the classification structure;
 - 69.1.2 Has been adequately trained in student control/behaviour management and protective handling (note that the Teacher Assistant must be paid for training that the Employer requires him/her to undergo);
 - 69.1.3 Has, at all times, ready recourse to a qualified Teacher
- 69.2 Teacher Assistants may be required to supervise small groups of students, including in “study group” or in a small group activity setting.

- 69.3 Teacher Assistants may be required to perform yard duty provided that, at any given time, there are sufficient Teachers also rostered to perform yard duty such that each Teacher Assistant has ready access to a Teacher in the event that assistance is required.

70 WWVP Fees

A School Support Employee whose annualised ordinary time earnings are \$45,000 p.a. or less at the time of obtaining/renewing their Working With Vulnerable People (WWVP) registration, will be reimbursed the full cost of that registration fee.

71 STAFFING - Laboratory Technicians

The parties have agreed to establish a working party to undertake further discussions regarding the level of staffing and workloads for Laboratory Technicians. The working party, to be comprised of two IEU representatives and two employer representatives and will meet within twelve (12) months of the Agreement's approval date.

SPECIFIC CONDITIONS - TEACHERS

72 CONTRACT OF EMPLOYMENT - Teachers

Termination

- 72.1 The employment of an Employee other than a probationary Employee shall only be terminated by the giving of at least eight (8) calendar weeks' notice in writing by either party no more than two (2) weeks of which may fall in a school holiday period.
- 72.2 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 (8) weeks' notice, formal notification in writing to the Employer of this situation shall satisfy the requirement to give notice under [clause 72.1](#). 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.
- 72.3 Failure by an Employee to give the eight (8) weeks' notice may result in forfeiture of wages for the period by which the notice falls short of eight (8) weeks up to a maximum of four (4) weeks' wages.
- 72.4 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 (8) weeks.
- 72.5 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 72.1](#).
- 72.6 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.
- 72.7 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.
- 72.8 On the day of termination or by a mutually agreed date, a Teacher shall receive any outstanding entitlements.

73 DAYS OF ATTENDANCE – Teachers

- 73.1 Teachers in Catholic schools shall attend a maximum of 195 days over forty (40) weeks. Where a maximum of 195 days cannot be scheduled within forty (calendar) weeks, the Employer may schedule the maximum days of attendance within forty (40) weeks (a week being a period of seven days) for eg if the school year started on a Thursday, it would conclude 40 weeks from that day on a Wednesday at the end of that year. The employer may only do this where 195 days of attendance cannot be scheduled into forty (40) calendar weeks.
- 73.2 The days of attendance described in [sub-clause 73.1](#) shall commence no earlier than the last Monday in January in any year.
- 73.3 For Teachers, the first day of the year shall be at least three (3) working days before the first student day of that year, provided that, following consultation with the Consultative Committee, two (2) of these three (3) days may be moved to Term 2 or 3, but all must be contiguous with student start/end dates.
- Provided in Semester 1 2025 (terms 1 and 2) one additional student free planning day will be provided in Primary Schools.
- 73.4 The end of Term 4 within 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.
- 73.5 A minimum summer break of six (6) weeks (inclusive of public holidays) will be guaranteed. Where the Government gazetted calendar provides a break of six (6) full weeks (Sunday to Saturday) the break under this clause will also be six (6) full weeks.
- 73.6 Professional learning and co-curricular activities may only be performed in school vacation periods by mutual agreement.
- 73.7 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.
- 73.8 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.

74 HOURS OF WORK - Teachers

74.1 Hours of work for a full-time Teacher shall consist of thirty-six (36) hours per week averaged over a term.

74.2 The thirty-six (36) hours of work per week includes but is not limited to the following:

74.2.1 Face to face teaching (instructional load) with a maximum of:

- Twenty-two (22) hours per week for Primary Teachers (including pastoral care duties and classroom administration).

Provided that the maximum face to face teaching hours for Primary teachers) will reduce to an average of twenty-one (21) hours per week from the commencement of Term 3 in 2025).

- Twenty (20) hours per week for Secondary Teachers (including pastoral care and homeroom duties) or forty (40) hours per fortnight where the school works to a fortnightly timetable.

the above instructional load maxima for Primary and Secondary Teachers are reduced by two (2) hours per week for graduate Teachers in their first year of teaching;

74.2.2 Non-teaching student duties including assemblies and liturgies;

74.2.3 Planning and preparation;

74.2.4 Supervision (including yard, bus, car park and relief supervision);

74.2.5 Parent-Teacher meetings including Information Evenings;

74.2.6 Camps / retreats / other overnight excursions;

74.2.7 Co-curricular activities;

74.2.8 Scheduled Teacher / staff meetings (e.g. curriculum, pastoral);

74.2.9 Professional Learning;

74.2.10 Duties and responsibilities associated with leadership and other roles for which time release is granted; and

74.2.11 Unplanned duty of care circumstances that arise from time to time.

74.3 The instructional load of a Secondary Teacher may, in one term, be increased above the limit specified above by one hour per week (or two hours per fortnight) provided that the instructional load is reduced by one hour per week (or two hours per fortnight) for another term in that year. This arrangement must be agreed between the Employer and the Teacher. In making the arrangement, the Employer and Teacher will confer about appropriate arrangements for relief supervision, meetings and other duties ([Clause 74.10](#)).

74.4 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.

- 74.5 The parties agree that:
- 74.5.1 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.
 - 74.5.2 There shall be no set attendance requirements beyond the last of the Teacher's scheduled duties for the day including classroom teaching, providing that a Teacher leaving the workplace should record their absence in accordance with normal school processes.
 - 74.5.3 Teachers acknowledge the importance of their professional responsibilities to the school and the learning needs of students.
- 74.6 The Employer will consult staff through the Consultative Committee about the configuration and number of working hours including scheduled duties.

Primary Teachers

- 74.7 For Primary Teachers, the time allocated for meetings of staff outside the normal school day will not exceed an average of two (2) hours per week across the school term.
- 74.8 A full-time Primary Teacher is entitled, within the twenty-five (25) average contact hours for students, to a minimum of three (3) hours' release time per week (pro rata for part-time Teachers) for planning, preparation and assessment . 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.

Provided the minimum release time will be increased to four (4) hours release time per week (pro rata for part-time Teachers) from Term 3, 2025.

To support the transition from 3 hours of release time per week to 4 hours from Term 3, 2025, release time will be able to be averaged across terms 3 and term 4 in 2025 and on a term by term basis commencing Term 1, 2026.

Secondary Teachers

- 74.9 For Secondary Teachers the total time for:
- 74.9.1 non-teaching face-to-face duties, and
 - 74.9.2 attendance at subject, curriculum, year and other relevant meetings outside the school teaching timetable,
- will not exceed an average of five (5) hours per week across the school term. Commencing from Term 3 in the 2025 school year, the above hours will reduce to an average of four (4) 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.

74.10 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.

Part-Time Teachers

74.11 Part-time Teachers' actual hours will be determined by mutual agreement between the Teacher and the Employer in order to meet timetable configurations.

74.12 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.

74.13 Where an employer requests and a part-time Teacher agrees to work additional ad hoc hours on a day or at a time which they are not ordinarily rostered to work, the Teacher shall be entitled to payment at the rate applying as if they were a Relief Teacher ([Clause 14.4](#)) for the additional hours worked, with no adjustment to paid school holidays and leave entitlements.

- 74.14 A part-time teacher and the Employer may agree to an arrangement to vary the part-time Teacher's hours for a fixed period. Such agreement must be in writing and specify the hours to be worked and the commencement and finish date of the variation. The appropriate adjustment must be made to the Employee's entitlement to paid school holidays and leave entitlements (including long service leave and personal leave) for the additional hours worked.

75 ADDITIONAL SUPPORT FOR TEACHERS AND CLASS SIZES

- 75.1 In the event of a primary class exceeding twenty-nine (29) students there is to be an allocation of support of two (2) hours per week for each student in excess of the maximum. The support may be a Teacher Assistant, Social Worker, co-Teacher, or other as appropriate.
- 75.2 When a high needs student has been identified in a classroom (both by the teacher and employer), a teacher will be entitled, following consultation with the employer, to one or more of the following:
- 75.2.1 Professional development relevant to the student's identified needs;
 - 75.2.2 Additional learning support in the classroom;
 - 75.2.3 Reduced additional duties (such as yard duties);
 - 75.2.4 A reduction in class size, compared to like classes; and/or
 - 75.2.5 Other additional support as agreed between the teacher and the employer

76 HOURS OF WORK - CORE AND FLEXIBLE ELEMENTS - Part- time Teachers

- 76.1 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.
- 76.2 Part-time Teachers are on-going Employees unless they are on Relief or Limited Tenure contracts. Individual letters of appointment must state this.
- 76.3 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).
- 76.4 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.
- 76.5 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.

- 76.6 If three (3) 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.
- 76.7 If a reduction in core element FTE is requested by the Employer due to a need to reduce staffing, [Clause 32](#) (Reduction in Hours of Work and Transitional Maintenance of Salary) will apply.
- 76.8 The FTE applicable to each Employee at 1 March of each year will be the FTE that is applied for calculation purposes.

Calculation of core element

- 76.9 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).
- 76.10 The figure arrived at by the calculation will be the core element appointment for the following year.
- 76.11 The calculations will be completed by mid Term 3 where possible and the results immediately conveyed to each part-time Teacher.
- 76.12 If application of [Clause 32](#) (Reduction in Hours of Work and Transitional Maintenance of Salary) is necessary, any payout will be made at the core element only.

77 BREAKS - Teachers

- 77.1 Teachers are entitled to a lunch break free of duties of between thirty (30) and sixty (60) minutes. Wherever practicable this break will be scheduled between the hours of 12 noon and 2 pm.
- 77.2 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.

78 ANNUAL LEAVE - Teachers

- 78.1 Subject to this clause, Teachers shall be entitled to school holiday periods without deduction of pay. Such Employees will be deemed to have taken their four (4) weeks' annual leave during the January school holiday period.
- 78.2 An Employee who commenced their current employment with an Employer prior to 1 January 2005 and was paid annual leave in advance is not entitled to any payments beyond 31 December in the final year of their current employment.
- 78.3 Employees who complete less than a full year's service shall be entitled to payment for school holiday periods subject to the following:

78.3.1 An Employee who has completed two (2) terms' or less service will be paid 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

78.3.2 For all other Employees, holiday entitlements will only be reduced (paid pro-rata) when the Employee has:

- Commenced employment more than twenty (20) working days after the commencement of the school's year;
- Ceased employment more than twenty (20) days before the conclusion of the school's year; and/or
- been absent on approved unpaid leave in excess of twenty (20) days during the school's year, provided that this provision shall not be applied where an Employee has moved from one Employer to another Employer during the school year without breaking continuity of service.

78.3.3 Pro-rata school holiday pay shall be calculated on the following basis:

$$P = \frac{S \times C}{B} - D$$

Where:

- P is the payment due;
- S is the total salary paid in respect of term weeks, or part thereof;
- B is the number of term weeks, or part thereof in the school year;
- C is the number of non-term weeks, or part thereof, in the school year;
- D is the salary paid in respect of non-term weeks, or part thereof, that have occurred since the commencement of the school year.

78.3.4 For the purposes of this clause a term week is any week in the school year regardless of the number of working days in that week.

79 SALARIES AND CLASSIFICATION - Teachers

Rate of Salary

79.1 A Teacher will be paid not less than the minimum rate of salary in Appendix 5 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.

79.2 On appointment, Teachers with no previous relevant experience shall commence on the following salary level in accordance with their qualifications:

79.2.1 Less than four-year trained - Level 1.

79.2.2 Four-year trained - Level 5.

79.2.3 Bachelor of Education with Honours - Level 5.

79.2.4 Five or more years trained - Level 5.

79.3 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.

79.4 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 13	Maximum Level for three, four and five year trained teachers with full TRB registration
Level 12	Maximum level for three, four and five year trained with provisional registration
Level 11	Three year trained spend two years on this level
Level 10	Three year trained spend two years on this level
Level 9	Five year trained skip 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 skip this level
Level 5	Five year trained and B. Ed. Hons., initial appointment Four year trained, initial appointment
Level 4	
Level 3	
Level 2	
Level 1	Less than four year trained initial appointment

Incremental Progression

79.5 Progression through the salary rates for a Teacher will be by annual increments.

79.6 Teachers shall progress in the following ways to the stated levels:

79.6.1 Employees with less than three years of training shall progress to Level 7 by annual incremental steps.

79.6.2 Employees with three years of training shall progress to Level 9 by annual incremental steps. Further progress to Level 12 shall be by incremental steps every two years.

- 79.6.3 Employees with four years of training shall progress to Level 12 by annual incremental steps.
- 79.6.4 Employees with a Bachelor of Education with Honours shall progress to Level 12 by annual incremental steps.
- 79.6.5 Employees who are at least five year trained shall progress to Level 12 by annual incremental steps. However, they shall skip Levels 6 and 9.
- 79.6.6 Teachers with full teacher registration as certified by the Teachers Registration Board Tasmania (TRB) are eligible to progress to Level 13 provided they have been at Level 12 for twelve (12) months or more and if part-time, also meet the requirements of clause 79.6.8(a).
- 79.6.7 Teachers employed on a full-time basis will progress annually on the anniversary of their appointment.
- 79.6.8 For Teachers employed on a part-time basis:
- (a) Progression will be on completion of ninety-five (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 ninety-five (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 ninety-five (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 ninety-five (95) days of service.
 - (d) For the purpose of this clause, a day of service includes a part-day of service but excludes paid school holidays.

79.7 Transitional arrangements – Teachers Employed at the time of Making of This Agreement whose progression was capped under the Tasmanian Catholic Education Single Enterprise Agreement 2018

- 79.7.1 A teacher who is currently capped at Level 10 shall increment to the next Levels every two years (to a maximum of level 12). If a teacher has been at Level 10 for more than one year as at the time of making of this agreement, the Employer must recognise one year served at that level and count that towards incremental progression under this clause.
- 79.7.2 A teacher who is currently capped at Level 9 shall increment to the next steps every two years (to a maximum of Level 12). If a teacher has been at Level 9 for more than one year as at the time of making of this agreement, the Employer must recognise one year served at that level and count that towards incremental progression under this clause.

- 79.7.3 A teacher who is currently below Level 9 shall increment to the next increment in accordance with subclause 79.6 and once reaching Level 9 or Level 10 respectively (in accordance with subclause 79.6) shall increment in accordance with subclause 79.7
- 79.7.4 If at any time during the life of this Agreement, a previously capped teacher who achieves full registration from the TRB, the teacher will immediately increment to the next level and thereafter will continue to otherwise progress through the increments in accordance with this clause and subclause 79.7 will no longer apply.
- 79.7.5 For the avoidance of doubt, subclause 79.7 does not apply to a teacher who is not fully registered and who is employed after this Agreement is made. Those teachers will otherwise progress in accordance with this clause.

80 CALCULATION OF SALARY - Part-Time Teachers

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 twenty (20) hours in a secondary school or in a primary school by twenty-two (22) hours.

Provided that from the commencement of Term 3 2025, the divisor to be used for calculating the salary of a part-time teacher in a primary school will reduce to twenty-one (21) hours.

81 CALCULATION OF EXPERIENCE - Teachers

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

82 HIGHER DUTY ALLOWANCE – Teachers

- 82.1 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.
- 82.2 Where an Employee receiving an allowance under [subclause 82.1](#), 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.

83 (intentionally blank)**84 CAMPS AND EXCURSIONS - Teachers**

- 84.1 A Teacher (not being a specialist Outdoor Education Teacher) who stays overnight on a camp or excursion will be paid an allowance of \$60 per night.
- 84.2 Each school will determine appropriate arrangements to ensure the wellbeing of Teachers attending overnight camps and excursions. This may involve breaks before and/or after excursions and camps and/or release from duties corresponding to the time involved in travelling and attending the camp or excursion. The Consultative Committee shall make recommendations to the Principal on these arrangements.

85 POSITIONS OF LEADERSHIP

- 85.1 Each school will calculate the minimum number of leadership points it must allocate in accordance with clause 85.2 and will allocate leadership positions in accordance with clause 85.3 and 85.4 such that it uses no less than that number of points.

85.2 Calculating the School's Leadership Points

- 85.2.1 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	9	1	< 100	8
101-150	10	1	101 - 200	14
151-200	11	2	201 - 300	20
201-250	12	2	301 - 400	26
251-300	13	2	401 - 500	34
301-350	14	3	501 - 600	42
351-400	15	3	601-700	50
401-450	16	4	701 - 800	58
451-500	17	4	801 - 900	66

500+	18		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

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

85.2.3 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.

85.3 Allocating the Leadership Points

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

Primary Schools			
Level	Points	Min. time release /week (hours)	Contract Period (years)
1	1	2	1 or 2
2	2	4.5	1, 2, 3 or 4
3	3	8	3 or 4
4	4	9	3 or 4
5	5	10	5 (+4)

Secondary Schools (other than RE)			
Level	Points	Min. time release /week (hours)	Contract Period (years)
1	1	2	1 or 2
2	2	4	1, 2, 3 or 4
3	3	6	3 or 4
4	4	8	3 or 4
5	5	10	5 (+4)

Secondary Schools RE			
Level	Points	Min. time release /week (hours)	Contract Period (years)
1	1	2	1 or 2
2	2	4	1, 2, 3 or 4
3	3	6	3 or 4
4	4	8	3 or 4

- 85.3.2 Teachers in Positions of Leadership shall be paid the Allowances set out in [Appendix 5](#).
- 85.3.3 Deputy Principals will be paid the salary rates set out in [Clause 86](#) and [Appendix 5](#).
- 85.3.4 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.
- 85.3.5 The minimum 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.
- 85.3.6 An Employee classified at any level on the Teacher scale may be appointed to any position of leadership.

85.4 Advertising and Filling Positions of Leadership (except Deputy Principals)

- 85.4.1 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.
- 85.4.2 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 seven (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

86 CLASSIFICATION AND PoL POINTS - Deputy Principals

- 86.1 Deputy Principals are Teachers for all purposes of this Agreement and terms and conditions of employment are as for Teachers unless otherwise specified.
- 86.2 Five (5) leadership points must be allocated to each Deputy Principal position.
- 86.3 All schools with an enrolment greater than one hundred (100) students must appoint a Deputy Principal except where the school has co-Principals. Where co- Principals are appointed and no deputy Principal is appointed, the five leadership points not allocated to any Deputy Principal position must be re-allocated.
- 86.4 The salary rate of a Deputy Principal is set out in [Appendix 5](#). The salary level is determined by enrolment as follows:
- Level 1 - fewer than 250 students
 - Level 2 - 250 - 499 students
 - Level 3 - 500 - 749 students
 - Level 4 – 750 students and more

87 ADVERTISING AND FILLING POSITIONS - Deputy Principals

- 87.1 New and vacant Deputy Principal roles are to be advertised in accordance with [Clause 13](#) (Appointments).
- 87.2 In accordance with subclause [85.3.1](#) the period of appointment of a Deputy Principal (other than as an acting Deputy Principal) from the date of approval of this agreement, may be on a limited tenure or ongoing basis at the discretion of the Employer and in accordance with the Fair Work Act 2009.
- 87.3 In exceptional circumstances, a Deputy Principal may be appointed in an acting capacity. The period of the acting appointment must not exceed two (2) years.

Appendix 1 – Parental Leave

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A) GENERAL

This Appendix is to be read in conjunction with the National Employment Standards (NES) as prescribed by the *Fair Work Act 2009*. The NES will apply where the entitlements prescribed therein are more beneficial than those specified in the Appendix or to the extent of any inconsistency.

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; and if that position no longer exists – an available position for which the employee is qualified and no less beneficial in status and pay to the pre-parental leave position.
- (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 (4) school terms or twelve (12) 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 (3) school terms or nine (9) 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 sixteen (16) years of age as at the day of placement;
 - (ii) has not lived continuously with the Employee for a period of six (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 one hundred and four (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 one hundred and four (104) weeks of leave includes the following periods taken by the Employee:
 - (i) unpaid parental leave (including 100 days of flexible 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 one hundred and four (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.
- (e) 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.
- (f) The maximum of one hundred and four (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

- (g) The Employee must take parental leave in a single continuous period. The exceptions to this rule are concurrent leave, flexible parental 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

- (h) 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 six (6) weeks before the expected date of birth of the child; or
 - (ii) earlier, if the Employer and Employee so agree; or
 - (iii) during the 24-month period starting on the date of birth of the child.

When birth-related leave must start for other Employees

- (i) 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 one hundred and four (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

- (j) 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 one hundred and four (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

- (k) An Employee may take up to eight (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 two (2) weeks.
 - (i) Unless the Employer agrees, the concurrent leave must not start before:
 - (ii) if the leave is birth-related leave – the date of birth of the child; or
 - (iii) if the leave is adoption-related leave – the day of placement of the child.
- (l) 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.

Flexible Unpaid Parental leave

- (m) An employee may take up to 100 days of unpaid parental leave (flexible unpaid parental leave) during the 24-month period starting on the day of birth or day of placement of the child if the requirements of this clause are satisfied in relation to the leave.
- (n) Flexible unpaid parental leave under subclause (m) is available in full to part-time and casual employees.
- (o) An employee can take up to 6 weeks of their flexible unpaid parental leave prior to the expected date of birth of the child if the requirements of this clause are satisfied in relation to the leave.
- (p) Flexible unpaid parental leave must be taken as a single continuous period of one or more days or separate periods of one or more days each

Continuous service

- (i) 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 two school terms or six months continuous service in order to be eligible for a subsequent period of paid parental leave.

Paid maternity leave

- (d) If the leave is birth-related leave and the Employee has given birth to the child, the Employee is entitled to paid maternity leave of eighteen (18) 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 eighteen (18) 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 eighteen (18) weeks of paid adoption leave between them. For example, the Employees may each take nine (9) weeks of paid leave or the first Employee may take ten (10) weeks of paid adoption leave and the first Employee's spouse may take eight (8) 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 four (4) weeks. Paid partner leave may be taken in two (2) 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 eighteen (18) weeks (in the case of paid maternity leave and paid adoption leave) or four weeks (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 eighteen (18) weeks' parental leave (in the case of paid maternity leave and paid adoption leave) or less than four 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 ten (10) week period of what would otherwise be unpaid parental leave, she will receive ten (10) weeks of paid parental leave (not the maximum eighteen (18) 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 eighteen (18) weeks' paid parental leave (in the case of paid maternity leave and paid adoption leave) or four 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 (8) weeks' paid parental leave immediately prior to the end of their limited tenure contract, the Employee will be entitled to be paid a lump sum equivalent to the remaining ten (10) 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 one hundred and four (104) weeks, subject to clause 3(e).

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

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

Pregnant Employee beyond twenty (20) weeks or already commenced leave

- (b) Clauses 6(c) and (d) apply to an Employee:
 - (i) whose pregnancy has proceeded for at least twenty (20) weeks; or
 - (ii) who has been pregnant for less than twenty (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.

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 twenty (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:
 - (i) to special maternity leave under Clause 11;
 - (ii) paid compassionate leave under Clause 38 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 or compassionate 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 (including flexible unpaid parental leave) at least ten (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) However, if the first or only period of leave covered by the notice is for flexible unpaid parental leave only, the notice may be given at any time if the employer agrees.
- (c) An Employee shall not be in breach of 8(a) if the failure to provide ten (10) weeks' notice is due to:

- (i) the birth occurring earlier than expected; the requirement of an adoption agency for the Employee to accept earlier or later placement of the child;
 - (ii) the death of the mother of the child with respect to birth-related leave;
 - (iii) the death of the Employee's spouse with respect to adoption-related leave; or
 - (iv) other compelling circumstances.
- (d) 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.
- (e) The Employee shall notify the Employer as soon as reasonably practicable of any change to the intended start date of the leave.
- (f) If any of the leave covered by the notice is to be taken as flexible unpaid parental leave, the notice must specify the total number of flexible unpaid parental leave days that the employee intends to take in relation to the child. If the employer agrees, the employee may subsequently seek to reduce or increase the number of flexible leave days or change a day on which the employee takes flexible unpaid parental leave..
- (g) The employee must give the employer written notice of a flexible day on which the employee will take flexible unpaid parental leave by giving at least 4 weeks' notice before that day; or if not practicable, as soon as practicable (which may be a time after the leave has started).

Evidence

- (h) 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 sixteen (16) as at the day of placement.

Confirmation or change of intended start and end dates

- (i) At least four (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

- (j) If an Employee takes a second or subsequent period of concurrent leave:
 - (i) Clauses 8(a), (d) and (i) 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(h) 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 four (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

- (k) 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 five (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 (2) days unpaid leave. The leave may be taken as a single continuous period of up to two (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 twenty-eight (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 six (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 their 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 seven (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 who gives the Employer a medical certificate stating that the Employee is fit for work, but it is inadvisable they continue in the Employee's 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 six (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 one hundred and four (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 – fourteen (14) days after the date of birth, or day of placement, of the child; or
 - b) Otherwise – forty-two (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 ten (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 one hundred and four (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 eight (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 one hundred and four (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. Notice must be given as early as possible (one term where possible, but not less than four (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 one hundred and four (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 (4) 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(i).
- (b) An Employee must confirm their intention to return to work in writing as soon as practicable (one term where possible, but not less than four (4) weeks) prior to the Employer'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 four (4) weeks, prior to the Employer's intended return to work date, or prior to the date of a proposed change of hours;
 - (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 twenty-one (21) days of the request, stating whether the Employer grants, refuses or proposes a modification to 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 the request or propose a modification on reasonable grounds related to the effect of the change on the workplace or the Employer's business. If the Employer refuses the request or proposes a modification, the written response must include details of the reasons.

- (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.

E) FOSTER CARE LEAVE**24 Purpose**

- (a) Foster and kinship care leave enables an employee to provide care to a child or young person, through a foster care or kinship care arrangement.
- (b) Eligibility
 - (i) Foster and kinship care leave is available to an employee, other than a casual or relief employee, who is providing care for a child or young person through a foster care arrangement or kinship care arrangement, that has not been determined to be permanent.
 - (ii) For the purpose of this clause, foster care and kinship care arrangements are defined as the provision of short-term, long-term, emergency or respite care for a child or young person through a formal arrangement facilitated by a government or non-government service provider.
 - (iii) For the purpose of this clause, 'child' or 'young person' have the meanings as defined by the *Children, Young Persons and Their Families Act 1997* (Tas) (or any successor to the legislation).
- (c) Entitlement
 - (iv) An eligible employee is entitled to paid foster and kinship care leave proportionate to the duration of the care arrangement for each application, up to a maximum of 10 days paid leave per year of continuous service (paid at the employee's normal rate of pay).
 - (v) Foster and kinship care leave is non-cumulative and will not be paid out on cessation of employment.
 - (vi) Foster and kinship care leave is credited to an employee on the first day of service and will be replaced with a new credit upon the commencement of each subsequent year of continuous service.
 - (vii) Foster and kinship care leave may be taken as a single day or as a block of days, commensurate with the duration of the caring arrangement.

(d) Notice and Evidence Requirements

- (i) An employee is to make an application to the Employer for foster and kinship care leave, accompanied by supporting documentary evidence.

Appendix 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 Handbook*. *This Handbook is available from the following website: www.jobaccess.gov.au.*

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

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 tool provided for under the supported wage system that records the assessment of the productive capacity of the person to be employed under the supported wage system.

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 by an approved assessor 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 approved 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 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 Fair Work Commission will forward a copy of the assessment to that union; and

- (ii) unless that union lodges an objection with 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.

Appendix 3 - Classification Structure

School Support Employees

Business Services

The Business Services classification stream includes, and considers functional support needs beyond clerical, secretarial and administrative functions. Business Services covers a range of occupational strands including, but not limited to, business service functions such as: accounting, administration, finance, human resources, marketing and communications, work, health and safety management and high-level ICT and facilities management.

Business Services Level 7	<p>An Employee at this level exercises skills, experience and responsibilities above those of an Employee at Business Services Level 6. Typical duties include those of the Business Manager of a large secondary school or college.</p> <p>Salary is set by negotiation above the highest prescribed salary for Level 6. Notwithstanding other provisions of this Agreement, an employee at this level may be engaged on a fixed-term contract for an agreed period.</p>
Business Services Level 6	<p>An Employee at this level has overall responsibility for a significant functional unit with a diverse range of complex organisational functions or a discreet set of centralised functional responsibilities. Prepares strategic advice, reports, proposals and submissions. Has significant policy, risk management and compliance accountabilities.</p> <p>Works in collaboration with others to achieve objectives operating within complex organisational structures and has significant influence, control and/or authority over organisational resources or delivery of organisational programs. May be required to implement major change, and/or develop, implement and maintain policies and programs that integrate with external requirements.</p> <p>Operates with a high degree of autonomy, using independent judgement and initiative and has significant decision making responsibilities.</p> <p>Indicative qualification: Level 6 duties typically require a skill level which assumes and requires knowledge or training equivalent to:</p> <ul style="list-style-type: none"> • Post-graduate qualifications or progress towards, and extensive relevant experience; • extensive experience and management expertise in relevant field; or • an equivalent combination of relevant experience and/or education/training.

<p>Business Services Level 5</p>	<p>An Employee at this level manages a significant functional area, or holds a discreet set of functional responsibilities relating to a specific area of organisational operations and/or substantial resources. Develops reports, proposals, submissions, strategic advice and recommendations. Has policy, risk management and compliance accountabilities.</p> <p>An Employee at this level has operational autonomy and exercises independent judgement and discretion in dealing with a range of complex or specialist tasks bound by broad practice and policy guidelines.</p> <p>Indicative qualification: Level 5 duties typically require a skill level which assumes and requires knowledge or training equivalent to:</p> <ul style="list-style-type: none"> • a degree with at least 4 years of relevant experience; • extensive experience and management expertise in relevant field; or • an equivalent combination of relevant experience and/or education/training. <p>Typical activities/duties may include:</p> <ul style="list-style-type: none"> • Provide advice requiring knowledge of policies and/or interpretation of procedures. • Contribute to operational and strategic planning in area of responsibility. • Manage complex financial/functional area operations and procedures. • Provide financial/b • Budget advice and support to organisational leadership and/or schools. • Use advanced specialist skills. • Undertake high level business functions such as initiating complex reports, proposals, submissions and correspondence. • Manage major capital works. • Manage complex compliance and reporting functions.
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<p>Business Services Level 4</p>	<p>An Employee at this level operates complex and specialised functions and may be responsible for coordinating a functional unit or be a functional specialist. Applies theoretical principles and policies to work assignments and/or provides strategic advice in area of responsibility.</p> <p>Works under broad direction and exercises substantial responsibility, independent judgement and initiative.</p> <p>May manage a small team and/or have line management responsibility for other Employees including accountability for coaching individual performance and overall team outcomes.</p> <p>Typical activities/duties may include:</p> <ul style="list-style-type: none"> • Analyse data and make recommendations. • Prepare complex correspondence, reports, proposals and submissions. • Provide complex financial or specialist advice. • Undertake complex financial or specialist procedures. • Undertake facilities management functions. • Interpret legislation and provide advice. • Provide high-level business support to designated organisational senior executive.
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Business Services Level 3	<p>An Employee at this level applies knowledge and skills with depth in some areas and/or a broad capability across a range of functions. Responsible for undertaking a variety of tasks in a variety of contexts where there is complexity in the range and choice of actions required.</p> <p>Works with general direction and uses discretion and judgement in planning, allocating resources, organising work, innovating in own function and taking responsibility for outcomes. Independent judgement is required to identify, select and apply the most appropriate guidelines and procedures, interpret precedents and adapt standard methods or practices to meet variations in facts/conditions and exercise high level diagnostic skills on sophisticated systems/equipment/ data. May coordinate work for and/or supervise others.</p> <p>Typical activities/duties may include:</p> <ul style="list-style-type: none"> • Oversee the operations and other administrative activities of a functional area. • Responsible for a major component of total office procedure. • Initiate reports, documents and correspondence. • Provide high-level administrative and executive support. • Identify data patterns and /or trends. • Resolve complex customer service enquiries.
Business Services Level 2	<p>An Employee at this level applies knowledge and skills across a broad range of general tasks in well-defined areas where choice of actions required is generally clear within established routines, methods and procedures and problems are solved with reference to established techniques and practices. An employee at this level works under broad direction.</p> <p>With some experience, Employees at this level will apply general knowledge and skills and undertake tasks requiring some expertise in a specific area or a broad knowledge of a range of functions. A degree of independent judgement is required to identify, select and apply the most appropriate available guidelines and procedures.</p> <p>Typical activities/duties may include:</p> <ul style="list-style-type: none"> • Undertake a wide range of general administrative duties, including taking minutes, drafting general correspondence, preparing internal and external publications and writing reports. • Use computer software packages, including word processing, maintaining email and electronic records, spreadsheets, databases, desktop publishing and/or web software. • Handle customer service enquires from students, parents, employees and the general public. • Liaise with internal and external stakeholders. • Undertake basic financial transactions such as receipting, banking and petty cash, and assisting with various financial management tasks such as collecting school fees, processing payments and maintaining school financial records. • Provide administrative and/or executive support to management personnel, including arranging appointments, diary and calendar management and preparing confidential and general correspondence.

<p>Business Services Level 1</p>	<p>An entry-level role for Employees with minimal relevant workplace knowledge or experience.</p> <p>An Employee at this level applies general knowledge and skills to undertake tasks in a specific area or broad knowledge across a range of routine basic tasks in well-defined areas. Initially highly directed undertaking duties and routine tasks but with some experience will work under broad direction.</p> <p>An Employee would not normally be classified at this level beyond 12 months' experience.</p> <p>Typical activities/duties may include:</p> <ul style="list-style-type: none"> • Perform basic office duties including reception function. • Respond to routine enquiries in accordance with organisational procedures. • Undertake basic administrative support, such as basic word processing, data entry and retrieval and maintaining email and computerised records. • Operate routine office equipment. • Assist with preparation of correspondence and documents. • Monitor and maintain stock levels of stationery and other supplies. • Work towards competency in Level 2 tasks.
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ICT

Above ICT Level 4, job roles are primarily strategic with significant functional responsibilities and managerial accountabilities. Such roles are to be remunerated under the Business Services classification stream.

ICT Level 4	<p>An Employee at this level manages an ICT department or one or more significant ICT functions. Develops reports, proposals, submissions, strategic advice and recommendations. Has policy, risk management, compliance and reporting accountabilities.</p> <p>An Employee at this level has operational autonomy and exercises independent judgement and discretion in dealing with a range of complex or specialist tasks bound by broad practice and policy guidelines.</p> <p>Indicative qualification: Level 4 duties typically require a skill level which assumes and requires knowledge or training equivalent to:</p> <ul style="list-style-type: none"> • a Diploma in ICT (or equivalent) and extensive ICT experience and management expertise <p>Typical activities/duties may include:</p> <ul style="list-style-type: none"> • Work with organisational and school leadership to deliver ICT systems and resources to support business and education services. • Manage the effective operation of ICT systems and infrastructure. • Provide advice requiring knowledge of policies and/or interpretation of procedures and contribute to ICT operational and strategic planning. • Manage budgets and develop submissions for future ICT acquisitions. • Manage ICT compliance functions, for example licencing requirements. • Initiate and prepare reports, proposals, submissions and correspondence.
ICT Level 3	<p>An Employee at this level operates a complex ICT function or is a functional specialist. Applies theoretical principles and policies to undertake role and/or provides strategic advice in area of responsibility.</p> <p>Works under broad direction and exercises substantial responsibility, independent judgement and initiative. May be responsible for the supervision of other Employees.</p> <p>Indicative qualification: Level 3 duties typically require a skill level which assumes and requires knowledge or training equivalent to:</p> <ul style="list-style-type: none"> • Diploma in ICT (or equivalent) and significant ICT experience. <p>Typical activities/duties may include:</p> <ul style="list-style-type: none"> • Supervise and maintain hardware and software components of a computer network, with appropriate support for users. • Investigate and report on the efficiency and effectiveness of system design. • Assist with the planning and organisation of ICT services. • Design and implement systems for computer networks. • Monitor networks and systems, such as run systems diagnostics, patch management and system optimisation. • Resolve complex ICT matters. • Provide specialist ICT use and access advice to Employees. • Interact with external agencies as required. • Analyse data and prepare advice, reports, proposals and submissions.

ICT Level 2	<p>An Employee at this level applies knowledge and skills with depth in some areas and/or a broad capability across a range of functions. Responsible for undertaking a variety of tasks in a variety of contexts where there is complexity in the range and choice of actions required.</p> <p>Works with general direction and uses discretion and judgement in planning, allocating resources, organising work, innovating in own function and taking responsibility for outcomes. Independent judgement is required to identify, select and apply the most appropriate guidelines and procedures and adapt standard methods or practices to meet variations in facts/conditions and exercise high level diagnostic skills on sophisticated systems/equipment/ data.</p> <p>May coordinate work for and/or supervise others. Indicative qualification: Certificate III or IV in ICT (or equivalent) or relevant experience.</p> <p>Typical activities/duties may include:</p> <ul style="list-style-type: none"> • Deliver ICT support services under direction for a functional area. • Resolve complex ICT enquiries and escalate where appropriate. • Respond to faults. • Maintain booking and repair/replace systems for equipment. • Routine ordering and maintenance of equipment and materials. • Analyse and interpret ICT data and make recommendations. • Evaluate and make recommendations for the routine purchase of technical or computer equipment. • Assist with ICT training and/or instruction of Employees.
ICT Level 1	<p>An Employee at this level works under broad direction to perform routine ICT tasks in areas where choice of actions required is generally clear within established routines, methods and procedures and problems are solved with reference to established techniques and practices.</p> <p>With some experience, Employees at this level will apply general knowledge and skills and undertake tasks requiring some expertise in a specific area or a broad knowledge of a range of functions. A degree of independent judgement is required to identify, select and apply the most appropriate available guidelines and procedures.</p> <p>This level does not require a qualification or prior work experience upon engagement.</p> <p>Typical activities/duties may include:</p> <ul style="list-style-type: none"> • Undertake a wide range of basic ICT support. • Provide assistance to Employees in the use of ICT services, including software and peripherals. • Assist with ICT diagnostics and corrective action. • Maintain logs of ICT helpdesk tickets. • Carry out routine tasks such as backup data, monitor systems. • Assist in the deployment of ICT equipment and resources.

Teacher Assistant

<p>Teacher Assistant Level 3</p>	<p>Roles at this level will require employees to exercise judgement and discretion in dealing with a range of more complex tasks or specialist functions. An employee at this level will be expected to demonstrate a higher degree of autonomy, judgement and discretion in applying specialised knowledge to a varied range of complex tasks or to more specialised functions. Roles may require the employee to apply diagnostic, theoretical knowledge and techniques.</p> <p>Supervision is generally required to establish general objectives relative to specific tasks, to outline the desired outcomes and to identify potential resources for assistance. Individuals may co-ordinate or supervise a discrete area of student assistance including the supervision of students or other Employees.</p> <p>Indicative qualifications</p> <p>Level 3 duties typically require a skill level which assumes or requires knowledge or training equivalent to:</p> <ul style="list-style-type: none"> • Certificate IV in Education Support with demonstrated work experience in specialised areas; or • an equivalent combination of relevant experience and/or education/training. <p>Typical activities/duties may include:</p> <ul style="list-style-type: none"> • Undertaking specialised intervention or learning strategies requiring specialised training and expertise, for example providing higher level support in specialised and more complex literacy and/or numeracy programs; working collaboratively with teachers and others in the area of disability or learning impairment / difficulties, such as Speech Therapists and others. • Under the general supervision of teaching staff, undertake specialised learning support to students in specific learning areas requiring a higher level of technical expertise and knowledge, for example Science, Technology, Design, Horticulture, Languages; • providing reports requiring data analysis, including assessments and recommendations for consideration by others; • Working with Teachers to provide specialist learning support and understanding in supporting the education, health and welfare needs of Aboriginal and Torres Strait Islander students and other students with distinct needs from diverse cultures and backgrounds.
<p>Teacher Assistant Level 2</p>	<p>An Employee at this level works under general supervision and direction of teachers or other senior staff to deliver programs to small groups or individual students.</p> <p>Exercises judgement in dealing with general or specialist tasks and problems, with reference to established standards, practices and procedures. Applies a broad range of skills with depth of knowledge in some areas. There is generally a variety of tasks, roles and contexts.</p> <p>Roles at this level will require Employees to exercise some discretion and judgment in planning and organising activities and may work semi-autonomously in adapting strategies to individual student needs to achieve agreed outcomes.</p> <p>Roles at this level may be required to:</p> <ul style="list-style-type: none"> • supervise students while performing their normal duties; or • supervise other Employees at a lower level; <p>but may not be used instead of a teacher.</p> <p>Indicative qualification: Level 2 duties typically require a skill level which assumes and requires relevant knowledge or training equivalent to:</p> <ul style="list-style-type: none"> • completion of Certificate III in Education Support; or • completion of Year 12 or a Certificate I or II, with at relevant experience and or education/training; or • an equivalent combination of relevant experience and/or education/training.

	<p>Typical activities/duties may include:</p> <ul style="list-style-type: none"> • Assist student learning, where discretion and judgement is required, including providing more individualised approaches and intervention strategies, and assisting in identification of learning needs and evaluation of progress under the general supervision and direction of a teacher. • Participate in the monitoring, evaluation and reporting of student learning and programs. • Work with students to enable them to use specialised technology to enhance student access to the curriculum, for example in respect to hearing impairment. • Provide specialist assistance to students in specific learning areas e.g. languages, technology, the Arts. • Undertake learning support activities involving specialist cultural understanding and skills. • Assist in wellbeing programs and/or supporting a Chaplaincy program. • Supervise students in 'study hall' or small group study settings. (Level 2-5 TA only*) • Undertake yard duty (Level 2-5 TA only*) <p>* refer "Agreement - Teacher Assistants and Supervision"</p>
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<p>Teacher Assistant Level 1</p>	<p>An Employee at this level applies general knowledge and skills to undertake a limited range of defined tasks under direct supervision of senior staff/teachers. Roles at this level do not supervise students without a higher level Employee being present.</p> <p>This level does not require a qualification. An Employee would not normally be classified at this level beyond 12 months' experience.</p> <p>Typical activities/duties may include:</p> <ul style="list-style-type: none"> • Assist student learning in specified learning areas and tasks, either individually or in a group, under the specific direction and supervision of a teacher or a higher level Employee. • Provide basic support and assistance to teachers on a directed basis. • Provide basic physical, social and emotional care for students e.g. toileting, meals and lifting. • Assist with clerical duties associated with regular school activities e.g. student records, equipment records. • Assist with the collection, preparation and distribution of learning materials. • Provide limited assistance with communication between teachers and non- English speaking parents/students. • Assist in interpreting and/or translating of basic, non-complex documents. • Assist other classroom support staff Employees in food preparation for food technology classes. • Work towards competency in Level 2 tasks.
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Library Services

Library Level 4	<p>Where a Librarian, other than a Teacher Librarian, is in sole charge of/manages a school library. Responsible for the management of all personnel, procedures and systems for delivery of services. An Employee at this level has a high degree of autonomy receiving minimal direction and instruction and uses independent judgement and initiative.</p> <p>Employees will have policy, risk management, compliance and reporting accountabilities.</p> <p>Will be responsible for supervising, training and directing the work of other Employees.</p> <p>Typical activities/duties may include:</p> <ul style="list-style-type: none"> • Work with teachers and school leaders to deliver library services and resources to support the curriculum. • Responsible for library policy and procedures and library safety audits. • Monitor relevant copyright and licencing requirements and provides advice. • Responsible for liaison with the school community, external agencies and service providers. • Responsible for establishing and maintaining inventories and the purchase of new or alternative equipment. • Responsible for the identification and purchasing of resources. • Manage budgets and may develop submissions for future acquisitions or special funding. • Liaise with school senior administrative personnel around personnel, operational and library resourcing. • May assist in processes for recruiting and selecting new staff.
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Library Level 3	<p>An Employee at this level provides complex or specialist library and information services. Requires substantial knowledge and skill and expertise in library and information principles and theory. Exercises judgement and discretion in dealing with a range of complex or specialist tasks. May coordinate/supervise a discrete library and information management project, or operations and systems, or be responsible for discrete areas of library services.</p> <p>May be responsible for the supervision of other Employees.</p> <p>Indicative qualification: Diploma/Advanced Diploma in Library and Information Services (or equivalent).</p> <p>Typical activities/duties may include:</p> <ul style="list-style-type: none"> • Work with teachers and school leaders to integrate information services into curriculum and school administration functions. • Undertake descriptive cataloguing for library materials and resources. • Supervise the operation of circulation systems. • Answer reference and information inquiries, other than ready reference; responding to research support by students for externally submitted work. • Provide advanced guidance in the use of information systems. • Produce advanced resource materials e.g. video and film clips, referencing guidelines, fact sheets on library services, online subject pathfinders. • Remain aware of current needs of teachers and alert them to available print and online resources to support their classroom teaching. • Provide online Library services (catalogue and website). • Teach advanced computer and other technical skills to students and teachers. • Search and verify bibliographical data where judgement and discretion is involved. • Assist with supervision of students in the library where discretion and judgement is involved. • Exercise judgement and discretion in providing assistance and guidance to other Employees and students in specialist technical areas. • Conduct technical training and instruction for school colleagues. • Interact with a range of external or internal clients to provide advice or specialist information. • Evaluate and make recommendations for the purchase of technical equipment and resources.
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Library Level 2	<p>An Employee at this level works under general to minimal supervision and direction by senior staff. Exercises judgement in dealing with general or specialist tasks and problems with reference to established standards, practices and procedures. Requires sound knowledge and skills to undertake a varied range of tasks in library procedures and operations.</p> <p>Indicative qualification: Certificate III or IV in Library and Information Technology (or equivalent).</p> <p>Typical activities/duties may include:</p> <ul style="list-style-type: none"> • Perform a range of general library transactions, including processing, cataloguing and accessioning books, stocktaking, preparing display materials, using circulation systems, and related clerical tasks. • Maintain, control, operate and demonstrate the use of equipment, where there is limited complexity. • Assist students and teachers to use the catalogue and/or locate books (on the shelf and eBooks online) and resource materials, including subscription databases, serials, newspapers, encyclopaedia etc. • Explain the function and use of library resources to students; e.g. online discovery platforms, via class demonstrations, via tablet or laptop and visual display monitor, or working with individual students in regard to reading for recreation and/or class requirements. • Maintain catalogues of recorded programs in accordance with established routines, methods and procedures. • Under direction, assist teaching staff, for example support classes who use the library for book selection and reading. • Search and identify bibliographic material. • Answer ready references inquiries, via shelf and online resources. • Operate, demonstrate and explain the routine operation of audio-visual, computer and other similar equipment. • Record materials by means of sound and photographic equipment, etc. • Assist with training and/or instruction in respect to library and/or information technology systems or processes; • Maintain booking and repair/replace systems for equipment. • Routine ordering and maintenance of equipment and materials.
Library Level 1	<p>An Employee at this level performs routine activities in respect to information systems and services. Works under direct supervision of senior staff. An Employee at this level applies general knowledge and skills to undertake tasks in a specific area or broad knowledge across a range of functions in well-defined areas.</p> <p>This level does not require a qualification or prior work experience upon engagement.</p> <p>Typical activities/duties may include:</p> <ul style="list-style-type: none"> • Assist staff and students to locate books and resources. • Circulation desk duties such as check-in/check-out resources, respond to non- complex enquires from students and teaching staff, etc. • Shelve books and return items. • Process resources purchased by and for the library.

Laboratory

Laboratory Level 3	<p>An Employee at this level requires significant experience, expertise, qualifications and managerial skills in systems, resources and personnel. Responsible for managing and coordinating the Science department facility, equipment, materials and other resources. This role has a high degree of autonomy receiving minimal direction and instruction and uses independent judgement and initiative. Generally responsible for supervising, training and directing the work of other Employees, and has policy, risk management, compliance and reporting accountabilities.</p> <p>Indicative qualification: Diploma of Laboratory Technology (or equivalent) and extensive relevant experience in laboratory work (preferably in an education setting).</p> <p>Typical activities/duties may include:</p> <ul style="list-style-type: none"> • Work with teachers and school leaders to deliver laboratory services and resources to support the curriculum. • Responsible for Science laboratory policy and procedures and science laboratory safety audits. • Responsible for compliance with licencing requirements, permits and chemical management systems. • Responsible for liaison with the school community, external agencies and service providers. • Responsible for establishing and maintaining inventories and the purchase of new or alternative equipment. • Responsible for the identification and purchasing of chemicals. • Manages budgets and may develop submissions for future acquisitions or special funding. • Liaises with school senior administrative personnel around personnel, operational and facility resourcing. • May assist in processes for recruiting and selecting new staff.
Laboratory Level 2	<p>An Employee at this level requires a high level of expertise, experience and/or qualifications. This role is expected to work autonomously under limited direction and instruction, exercising judgement and discretion in delivering a range of scientific services in complex situations. May be responsible for the supervision of other Employees.</p> <p>Indicative qualification: Diploma of Laboratory Technology (or equivalent) and significant experience in laboratory work (preferably in an education setting). Typical activities/duties may include:</p> <ul style="list-style-type: none"> • Provide technical assistance and advice, and demonstrate practical activities and skills to students and teachers, including operating specialist scientific equipment. • Test experiments and demonstrate experiments with teachers. • Maintain the laboratory in good order. • Undertake some responsibility for other Employees in the laboratory, including coordinating their work and/or providing assistance or guidance. • Assist with the planning and organisation of a laboratory and field work. • Investigate and report on the efficiency and effectiveness of equipment and other resources. • Interact with a range of external or internal clients to provide advice or specialist information. • Contribute technical knowledge and expertise to the development and implementation of policy and procedures.

Laboratory Level 1	<p>An Employee at this level working at this level will have completed entry-level training and be expected to demonstrate a degree of autonomy in applying specialised knowledge in carrying out their duties. Exercises judgement in dealing with general or specialist tasks and problems with reference to established standards, practices and procedures. Requires sound knowledge and skills to undertake a varied range of tasks. This position requires general supervision by a Senior Laboratory Technician or Laboratory Manager or Science Coordinator.</p> <p>Indicative qualification: Certificate III or IV in Laboratory skills (or equivalent) or relevant experience in a related field.</p> <p>Typical activities/duties may include:</p> <ul style="list-style-type: none"> • Prepare teaching aids/resources under direction. • Prepare standard solutions and less complex experiments. • Care for flora and fauna. • Assist in the preparation and disposal of microbiological equipment and disposal of microbiological material. • Provide technical support to teachers. • Assist with training and/or instruction in respect to scientific processes. • Assist with the design/trial/demonstration of experiments and scientific equipment, as directed. • Maintain scientific equipment, materials and specimens within a defined range of contexts, where the choice of actions is clear. • Operate and clean equipment. • Implement measures for proper storage control and handling or disposal of dangerous or toxic substances. • Maintain booking and repair/replace systems for equipment. • Routine ordering and maintenance of equipment and materials.
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Utility

Above Utility Level 4, job roles are less physical service delivery and direct supervision. They are primarily administrative, leadership, and/or managerial. Such roles are to be remunerated under the Business Services classification stream.

Utility Level 4	<p>An Employee at this level works with general direction,. May be responsible for supervising or coordinating a small team and accountable for team outcomes.</p> <p>Indicative qualification: Level 4 duties typically require a skill level which assumes and requires knowledge or training equivalent to:</p> <ul style="list-style-type: none"> • a trades certificate or Certificate IV and relevant experience; or • an equivalent combination of relevant experience and/or education/training. <p>Typical activities/duties may include:</p> <ul style="list-style-type: none"> • Determine priorities and coordinate workflow. • Manage work schedules and keep within budget. • Maintain compliance with regulatory and licencing standards. • Assist with project coordination and contract management. • Coordinate the work of sub-contractors. • Supervisor/foreperson.
Utility Level 3	<p>An Employee at this level works with routine supervision to general direction depending on tasks involved and experience. Supervision is present to review established objectives. Roles at this level may supervise Utility Officers at lower levels and/or volunteers.</p> <p>Indicative qualification: Level 3 duties typically require a skill level which assumes and requires knowledge or training equivalent to:</p> <ul style="list-style-type: none"> • a trades certificate or Certificate III; • Year 12 or Certificate I or II, with relevant experience; or • An equivalent combination of relevant experience and/or education/training. <p>Typical activities/duties may include:</p> <ul style="list-style-type: none"> • Duties appropriate to tradesperson or equivalent. • Maintenance work using trade level skills in areas such as carpentry, plumbing or electrical services subject to licensing requirements. • Skilled grounds or maintenance duties • Control and maintain gardens, sports grounds and/or facilities using trade level skills. • Plan, organise and supervise operations of a school retail function (such as school canteen or uniform shop). • Plan, organise and supervise operations of a school cleaning team.

Utility Level 2	<p>An Employee at this level generally receives supervision to:</p> <ul style="list-style-type: none"> • establish general objectives relative to specific tasks; • outline the desired end product; and • identify potential resources for assistance. Roles at this level do not supervise <p>Indicative qualification: Level 2 duties typically require a skill level which assumes and requires knowledge, training or experience, such as:</p> <ul style="list-style-type: none"> • Certificate I or II; • Year 12; • 2 years' relevant experience; or • An equivalent combination of relevant experience and/or education/training. <p>Typical activities/duties may include:</p> <ul style="list-style-type: none"> • Duties appropriate to trades assistant or equivalent. • General building maintenance • General gardening/grounds tasks. • General retail duties, for example in school canteen or uniform shop. • Cleaner with coordinating responsibility and/or specialised cleaner. • Bus Driver
Utility Level 1	<p>An Employee at this level receives close supervision or, in the case of a more experienced Employee, routine supervision of straightforward tasks or close supervision of more complex tasks. Roles at this level do not supervise.</p> <p>Indicative qualification: This level does not require a qualification or experience upon engagement.</p> <p>Typical roles may include:</p> <ul style="list-style-type: none"> • General Cleaner • Grounds/Maintenance Assistant • Crossing Guard

Wellbeing Services

For the Wellbeing Services classification stream:

- Classification level descriptors build on each other and individuals employed at higher classification levels shall be able to perform all dimensions of the previous level.
- Notwithstanding any indicative qualifications and/or registrations, an individual with higher qualifications and/or registrations shall only be employed at the classification level for the role undertaken.

Wellbeing Level 5	<p>An Employee at this level provides expertise in the delivery of psychological assessment, diagnosis, counselling and evidence based interventions within a school and/or system context.</p> <p>Operates with a high degree of autonomy, using independent judgement. This position requires significant expertise and experience.</p> <p>Relevant Qualifications and registrations; Level 5 duties typically require a skill level which assumes and requires knowledge or training equivalent to the following:</p> <ul style="list-style-type: none"> • Registered psychologist (General) with the Psychology Board of Australia (PsyBA) through the Australian Health Practitioner Regulation Agency (AHPRA); and • AHPRA endorsement in Education and Developmental Psychology or Clinical Psychology; and • 8 years relevant experience.
Wellbeing Level 4	<p>An Employee at this level has high level knowledge and skills and is experienced in the provision of psychological and mental health services for students. Works collaboratively with students, their families, the school and other members of the student's mental health team to manage and/or resolve psychosocial problems to improve student learning and wellbeing outcomes.</p> <p>Relevant Qualifications and registrations; Level 4 duties typically require a skill level which assumes and requires knowledge or training equivalent to the following:</p> <p>Psychologists:</p> <ul style="list-style-type: none"> • Registration as a psychologist (General) with the PsyBA through AHPRA; and • 4 years relevant experience. <p>Social Worker:</p> <ul style="list-style-type: none"> • Eligibility for AASW General membership and AASW Mental Health Social Worker accreditation (see note* on page 121); and • 4 years relevant experience. <p>Counsellor:</p> <ul style="list-style-type: none"> • Eligibility for PACFA Clinical membership; and PACFA Mental Health Practitioner accreditation (see note* on page 121); and • 4 years relevant experience. <p>Typical duties may include;</p> <ul style="list-style-type: none"> • Provide standard professional services at an experienced level to assist schools to maximise the learning outcomes of individuals and groups of students. • Undertake mental health assessments and evidence-based specialised mental health treatment/targeted interventions, with an emphasis on evidence-based therapeutic treatment.

Wellbeing Level 3	<p>An Employee at this level is expected to work autonomously at a professional level under limited direction and instruction, exercising judgement and discretion in delivering mental health and wellbeing services to improve student wellbeing and learning outcomes.</p> <p>May be required to develop and implement policies and programs that integrate with external health requirements. Refers to other professional specialists/agencies where appropriate. Has professional, policy, risk management, compliance and reporting accountabilities.</p> <p>An Employee at this level works with other employees to support students and families to maximise student learning and wellbeing outcomes, contributes expertise to educators to integrate students with mental health needs into the school community and works with other school staff on classroom integration of mental health, targeted learning and/or behaviour management strategies.</p> <p>May be required to collaborate with others to develop, implement and evaluate school or system programs, goals and outcomes and develop policies and procedures which assist in embedding strategies across the school, in classrooms, and in work with parents. The employee may prepare advice, reports, proposals and submissions as requested by senior executive and may be responsible for coordinating work of other employees.</p> <p>May be responsible for supervising, training and directing the work of trainee and/or other wellbeing employees (where appropriate).</p> <p>An Employee at this level is able to demonstrate ongoing professional development and experience in dealing with contemporary child and adolescent:</p> <ul style="list-style-type: none"> • Speech pathology techniques to evaluate and diagnose speech, language, communication and swallowing disorders; or • Mental health assessment techniques and interventions for mental health illnesses and disorders. <p>Relevant Qualifications and registrations; Level 3 duties require a skill level which assumes and requires knowledge or training equivalent to:</p> <p>Psychologists:</p> <ul style="list-style-type: none"> • A Psychology Board of Australia (PsyBA) approved/accredited program of study such as 4 year Bachelor of Psychology with Honours or equivalent; and • Registration as a psychologist (Provisional) with the PsyBA through the Australian Health Practitioner Regulation Agency (AHPRA) <p>Social Worker</p> <ul style="list-style-type: none"> • An Australian Association of Social Workers (AASW) approved/accredited program of study such as 4 year Bachelor degree qualifying in Social Work or equivalent; and • Eligibility for AASW membership (see note* on page 129). <p>Speech Pathologist</p> <ul style="list-style-type: none"> • A Speech Pathology Australia approved/accredited program of study such as a 4 year Bachelor of Speech Pathology with Honours or equivalent and a Master of Speech Pathology; and • Registration as a Speech Pathologist (Provisional) with Speech Pathology Australia <p>Counsellor</p> <ul style="list-style-type: none"> • A Psychotherapy and Counselling Federation of Australia (PACFA) approved/accredited program of study such as Bachelor degree in a relevant field (eg education and/or health and human services) and specialist training in Counselling or Psychotherapy; and • Eligibility for PACFA membership (see note* on page 129).
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	<p>Typical duties may include:</p> <ul style="list-style-type: none"> • Deliver standard professional services to assist schools to maximise the learning outcomes of individuals and groups of students. • Provide prevention, intervention and postvention practices to support individuals and whole school populations. • (Psychologists <i>only</i>) Undertake psycho-educational assessment and diagnosis in areas of child and adolescent development such as: <ul style="list-style-type: none"> - Provide specialist education-specific psychological assessments, treatments and secondary consultation services for students and their parents. - Provide specialised learning and cognitive assessment and interventions (eg for intellectual disabilities (ID), learning disorders). - Provide specialised behaviour assessment and interventions (eg autism spectrum disorder (ASD), attention deficit hyperactivity disorder (ADHD)). • Case-management and coordination of the provision of services across multi-disciplinary teams for intervention programs for students with high and/or complex needs. • Apply professional skills and knowledge to identify, assess and improve mental health, learning and behavioural outcomes for students in collaboration with school personnel, parents/caregivers and other agencies. • Referral processes. • Contribute to the development of, and planning for, students with high and/or complex learning needs by assisting in the design of individual education plans. • Apply evidence-based interventions to promote psychological wellbeing, social, emotional and behavioural development, and to improve education and psychosocial outcomes. • Assist with the development and implementation of targeted school-based student support services and programs in collaboration with other staff, relevant professionals and parents/caregivers to support individuals and whole school populations. • Provide counselling therapy and programs for individuals and groups. • Provide professional learning and wellbeing resources to build capacity of schools and families to improve students' learning and development and wellbeing outcomes. • Deliver personal and/or social skills education to groups of students. • Assist with the development of school wellbeing policies and procedures. • Plan for, respond, and assist the school in its response to critical incidents and emergencies. • Provide professional supervision (where appropriately accredited) • Promote effective speech, language and communication skills for all students, and supporting and advocating for students who have difficulty with communication and swallowing.
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Note*

Above Wellbeing Level 2, job roles are established to provide appropriate professional services to students consistent with the educational purpose of a school.

Until such time as the professions of social work and counselling are registered through a statutory regulatory model such as the National Registration and Accreditation Scheme (NRAS) for health practitioners, it is a requirement that an Employee classified as Wellbeing Level 3 or 4 who meets the relevant qualifications for social worker or counsellor, also meets the probity, qualification and practice standards set out by the self-regulating professional member associations:

- Australian Association of Social Workers (AASW) for social workers
- Psychotherapy and Counselling Federation of Australia (PACFA) for counsellors.

Wellbeing Level 2	<p>A role at this level is expected to work autonomously under limited direction and instruction, exercising judgement and discretion in delivering wellbeing services to enhance student learning outcomes. This position requires expertise, experience and/or qualifications.</p> <p>Works in collaboration with other employees and refers to senior staff for matters beyond scope of level.</p> <p>Relevant Qualifications and registrations; Level 2 duties typically require a skill level which assumes and requires knowledge or training equivalent to:</p> <ul style="list-style-type: none"> • A Diploma in Counselling (or equivalent); <p>Typical duties may include:</p> <ul style="list-style-type: none"> • Performance of Level 1 duties at a higher and more experienced level. • Undertake wellbeing support requiring the appropriate level of training and expertise.
Wellbeing Level 1	<p>A role at this level applies general knowledge, skill and expertise to work proactively and cooperatively with individuals to develop self-understanding and strengthen interpersonal relationships, and the whole school community to create a culturally inclusive, safe and supportive learning environment.</p> <p>Exercises judgement and discretion under direction and supervision by senior staff in undertaking duties. Works in collaboration with other employees and refers to senior staff for matters beyond scope of level.</p> <p>An Employee at this level will perform work guided by policy, precedent, and expertise. Roles at this level will generally have scope to innovate within their own function and take responsibility for outcomes.</p> <p>Relevant Qualifications and registrations; Level 1 duties typically require a skill level which assumes and requires knowledge or training equivalent to:</p> <ul style="list-style-type: none"> • Certificate IV in Counselling (or equivalent) <p>Typical duties may include:</p> <ul style="list-style-type: none"> • Provide pastoral care and wellbeing support and resources to students and their families. • Escalate student wellbeing issues to senior staff as appropriate. • Assist in the development and implementation of pastoral care and wellbeing programs. • Assist the school with its response to critical incidents.

APPENDIX 4 - WORKPLACE DELEGATES' RIGHTS

This Appendix provides for the exercise of the rights of workplace delegates.

1.1 In this Appendix:

- (a) IEU means the Independent Education Union (IEU);
- (b) A workplace delegate is a person appointed or elected, in accordance with the rules of the IEU, to be a delegate or representative (however described) for members of the IEU who work in a sub-branch.
- (c) workplace delegate and sub-branch representative mean the same and can be used interchangeably;
- (d) employer means the employer of the workplace delegate;
- (e) Delegate's organisation means the IEU; and
- (f) Eligible employees means members and persons eligible to be members of the IEU who are employed by the Employer in the sub-branch.

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

1.3 An employee who ceases to be a workplace delegate must give written notice to the employer within 14 days.

1.4 Right of representation

A workplace delegate may represent the industrial interests of eligible employees who wish to be represented by the workplace delegate in matters including:

- (a) consultation about major workplace change;
- (b) consultation about changes to rosters or hours of work;
- (c) resolution of disputes;
- (d) disciplinary processes;
- (e) enterprise bargaining where the workplace delegate has been appointed as a bargaining representative under section 176 of the Fair Work Act 2009 or is assisting the delegate's organisation with enterprise bargaining; and
- (f) any process or procedure within an award, enterprise agreement or policy of the employer under which eligible employees are entitled to be represented and which concerns their industrial interests.

1.5 Entitlement to reasonable communication

- (a) A workplace delegate may communicate with eligible employees for the purpose of representing their industrial interests under clause 1.4. This includes discussing membership of the delegate's organisation and representation with eligible employees.
- (b) A workplace delegate may communicate with eligible employees during working hours or work breaks, or before or after work.

1.6 Entitlement to reasonable access to the workplace and workplace facilities

- (a) The employer must provide a workplace delegate with access to or use of the following workplace facilities:
 - i. a room or area to hold discussions that is fit for purpose, private and accessible by the workplace delegate and eligible employees;
 - ii. a physical or electronic noticeboard;
 - iii. electronic means of communication ordinarily used in the workplace by the employer to communicate with eligible employees and by eligible employees to communicate with each other, including access to Wi-Fi;
 - iv. a lockable filing cabinet or other secure document storage area; and
 - v. office facilities and equipment including printers, scanners and photocopiers.
- (b) The employer is not required to provide access to or use of a workplace facility under clause 1.6(a(i)) if:
 - i. the workplace does not have the facility;
 - ii. due to operational requirements, it is impractical to provide access to or use of the facility at the time or in the manner it is sought; or
 - iii. the employer does not have access to the facility at the enterprise and is unable to obtain access after taking reasonable steps.

1.7 Entitlement to reasonable access to training

The employer must provide a workplace delegate with access to up to **5 days** of paid time during normal working hours for initial training and at least **two days** each subsequent year, to attend training related to representation of the industrial interests of eligible employees subject to the following conditions:

- (a) In each year commencing 1 July, the employer is not required to provide access to paid time for training to more than one workplace delegate per 50 eligible employees. For the avoidance of doubt, workplaces with fewer than 50 eligible employees are entitled to a delegate.
- (b) The number of eligible employees will be determined on the day a delegate requests paid time to attend training, as the number of eligible employees who are:
 - (i) full-time or part-time employees; or
 - (ii) regular casual employees.
- (c) Payment for a day of paid time during normal working hours is payment of the amount the workplace delegate would have been paid for the hours the workplace delegate would have been rostered or required to work on that day if the delegate had not been absent from work to attend the training.
- (d) The workplace delegate must give the employer not less than 3 weeks' notice (unless the employer and delegate agree to a shorter period of notice) of the dates of the training.
- (e) The employer must advise the workplace within 7 days of the request made under subclause (f) whether the workplace delegate's access to paid time during normal working hours to attend the training has been approved. Such approval must not be unreasonably withheld.

1.8 Exercise of entitlements under this Appendix

- (a) A workplace delegate's entitlements under this Appendix are subject to the conditions that the workplace delegate must, when exercising those entitlements:

- (i) comply with their duties and obligations as an employee;
 - (ii) comply with the reasonable policies and procedures of the employer, including reasonable codes of conduct and requirements in relation to occupational health and safety and acceptable use of ICT resources;
 - (iii) not hinder, obstruct or prevent the normal performance of work; and
 - (iv) not hinder, obstruct or prevent eligible employees exercising their rights to freedom of association.
- (b) This Appendix does not require the employer to provide a workplace delegate with access to electronic means of communication in a way that provides individual contact details for eligible employees.
- (c) This Appendix does not require an eligible employee to be represented by a workplace delegate without the employee's agreement.

NOTE: Under section 350A of the *Fair Work Act 2009*, the employer must not:

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

Appendix 5 – Salaries and Allowances

ALLOWANCES

These amounts are current as at the date of approval of this Agreement (unless otherwise noted). The amounts of these allowances will be increased in accordance with [clause 19.2](#)

LEADERSHIP POSITIONS

Points	Allowance
1	\$4,076
2	\$6,984
3	\$9,897
4	\$13,388
5	(see Deputy Principal)

LIBRARIAN IN-CHARGE

Schools with 750 students or more \$ 1,818

FIRST AID ALLOWANCE

First Aid Officer Allowance ([Clause 26.1](#)) \$34.09 per fortnight

PERSONAL CARE ALLOWANCE: _____

\$18.27 per week

SALARY SCALES

The amounts of these salaries will be increased in accordance with clause 19.2.

Teacher	Rates as at 1/3/2024	Salary per fortnight (26.09)	Relief Daily Rate 1/1000 per hour * 5 hours (Clause 14.4)
Level	3.00%	Clause 20.3	
1	\$70,571	\$2,704.91	\$352.86
2	\$72,851	\$2,792.30	\$364.26
3	\$74,911	\$2,871.25	\$374.56
4	\$77,069	\$2,953.97	\$385.35
5	\$80,416	\$3,082.25	\$402.08
6	\$84,505	\$3,238.98	\$422.53
7	\$88,800	\$3,403.60	\$444.00
8	\$93,326	\$3,577.08	\$466.63
9	\$98,077	\$3,759.18	\$490.39
10	\$103,014	\$3,948.41	\$515.07
11	\$107,746	\$4,129.78	\$538.73
12	\$113,101	\$4,335.03	\$565.51
13	\$114,882	\$4,403.30	\$574.41

Deputy Principal	Rates as at 1/3/2024		
	2024 increase	per fortnight (26.09)	
Level	3.00%	Clause 20.3	
1	\$137,754	\$5,279.95	
2	\$141,113	\$5,408.70	
3	\$144,474	\$5,537.52	
4	\$147,835	\$5,666.35	
Education Officer	Rates as at 1/3/2024		
	2024 increase	per fortnight (26.09)	
Level	3.00%	Clause 20.3	
1	\$123,831	\$4,746.30	
2	\$125,587	\$4,813.61	

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.

School Support Employees (Rates as at 1/3/2024)							
Job Family		2024 increase	Salary per fortnight (26.09)	Job Family		2024 increase	Salary per fortnight (26.09)
Teacher Assistants	TA-L1-SP1	\$61,613	\$2,361.56	Information & Communications Technology	ICT-L1-SP1	\$61,613	\$2,361.56
	TA-L2-SP1	\$64,649	\$2,477.92		ICT-L1-SP2	\$63,113	\$2,419.05
	TA-L2-SP2	\$66,225	\$2,538.33		ICT-L1-SP3	\$66,225	\$2,538.33
	TA-L2-SP3	\$67,842	\$2,600.31		ICT-L1-SP4	\$67,842	\$2,600.31
	TA-L2-SP4	\$69,498	\$2,663.78		ICT-L2-SP1	\$71,194	\$2,728.78
	TA-L2-SP5	\$71,194	\$2,728.78		ICT-L2-SP2	\$72,934	\$2,795.48
	TA-L3-SP1	\$72,934	\$2,795.48		ICT-L2-SP3	\$74,716	\$2,863.78
	TA-L3-SP2	\$74,716	\$2,863.78		ICT-L2-SP4	\$76,545	\$2,933.88
	TA-L3-SP3	\$76,545	\$2,933.88		ICT-L2-SP5	\$78,419	\$3,005.71
	TA-L3-SP4	\$78,419	\$3,005.71		ICT-L3-SP1	\$79,806	\$3,058.87
TA-L3-SP5	\$79,806	\$3,058.87	ICT-L3-SP2	\$81,775	\$3,134.34		
Business Services	BS-L1-SP1	\$57,327	\$2,197.28	ICT-L3-SP3	\$83,792	\$3,211.65	
	BS-L2-SP1	\$60,148	\$2,305.40	ICT-L3-SP4	\$85,861	\$3,290.95	
	BS-L2-SP2	\$61,613	\$2,361.56	ICT-L3-SP5	\$87,983	\$3,372.29	
	BS-L2-SP3	\$63,113	\$2,419.05	ICT-L4-SP1	\$90,154	\$3,455.50	
	BS-L2-SP4	\$64,649	\$2,477.92	ICT-L4-SP2	\$92,381	\$3,540.86	
	BS-L2-SP5	\$66,225	\$2,538.33	ICT-L4-SP3	\$94,663	\$3,628.33	
	BS-L2-SP6	\$67,842	\$2,600.31	ICT-L4-SP4	\$97,003	\$3,718.01	
	BS-L3-SP1	\$71,194	\$2,728.78	ICT-L4-SP5	\$99,404	\$3,810.04	
	BS-L3-SP2	\$72,934	\$2,795.48	Laboratory	LAB-L1-SP1	\$72,934	\$2,795.48

Business Services	BS-L3-SP3	\$74,716	\$2,863.78		LAB-L1-SP2	\$74,716	\$2,863.78	
	BS-L3-SP4	\$76,545	\$2,933.88		LAB-L1-SP3	\$76,545	\$2,933.88	
	BS-L3-SP5	\$78,419	\$3,005.71		LAB-L1-SP4	\$78,419	\$3,005.71	
	BS-L4-SP1	\$79,806	\$3,058.87		LAB-L1-SP5	\$79,806	\$3,058.87	
	BS-L4-SP2	\$81,775	\$3,134.34		LAB-L1-SP6	\$81,775	\$3,134.34	
	BS-L4-SP3	\$83,792	\$3,211.65		LAB-L2-SP1	\$85,861	\$3,290.95	
	BS-L4-SP4	\$85,861	\$3,290.95		LAB-L2-SP2	\$87,983	\$3,372.29	
	BS-L5-SP1	\$90,154	\$3,455.50		LAB-L2-SP3	\$90,154	\$3,455.50	
	BS-L5-SP2	\$92,381	\$3,540.86		LAB-L2-SP4	\$92,381	\$3,540.86	
	BS-L5-SP3	\$94,663	\$3,628.33		LAB-L2-SP5	\$94,663	\$3,628.33	
	BS-L5-SP4	\$97,003	\$3,718.01		LAB-L3-SP1	\$97,003	\$3,718.01	
	BS-L5-SP5	\$99,404	\$3,810.04		LAB-L3-SP2	\$99,404	\$3,810.04	
	BS-L6-SP1	\$104,382	\$4,000.84		Wellbeing	WB-L1-SP1	\$64,649	\$2,477.92
	BS-L6-SP2	\$106,964	\$4,099.81			WB-L1-SP2	\$66,225	\$2,538.33
BS-L6-SP3	\$109,611	\$4,201.26	WB-L2-SP1	\$67,842		\$2,600.31		
BS-L6-SP4	\$112,325	\$4,305.29	WB-L2-SP2	\$69,498		\$2,663.78		
Utility	U-L1-SP1	\$49,651	\$1,903.07	WB-L2-SP3	\$71,194	\$2,728.78		
	U-L1-SP2	\$50,853	\$1,949.14	WB-L2-SP4	\$72,934	\$2,795.48		
	U-L1-SP3	\$52,085	\$1,996.36	WB-L3-SP1	\$78,419	\$3,005.71		
	U-L1-SP4	\$53,344	\$2,044.61	WB-L3-SP2	\$81,775	\$3,134.34		
	U-L2-SP1	\$54,640	\$2,094.29	WB-L3-SP3	\$85,861	\$3,290.95		
	U-L2-SP2	\$55,968	\$2,145.19	WB-L3-SP4	\$90,154	\$3,455.50		
	U-L2-SP3	\$57,327	\$2,197.28	WB-L4-SP1	\$94,663	\$3,628.33		
	U-L2-SP4	\$58,719	\$2,250.63	WB-L4-SP2	\$99,404	\$3,810.04		

Utility cont.	U-L3-SP1	\$61,613	\$2,361.56	Wellbeing cont.	WB-L4-SP3	\$104,382	\$4,000.84
	U-L3-SP2	\$63,113	\$2,419.05		WB-L4-SP4	\$109,611	\$4,201.26
	U-L3-SP3	\$64,649	\$2,477.92		WB-L5-SP1	\$112,325	\$4,305.29
	U-L3-SP4	\$66,225	\$2,538.33		WB-L5-SP2	\$115,107	\$4,411.92
	U-L4-SP1	\$71,194	\$2,728.78	Library	LIB-L1-SP1	\$63,113	\$2,419.05
	U-L4-SP2	\$72,934	\$2,795.48		LIB-L1-SP2	\$64,649	\$2,477.92
	U-L4-SP3	\$74,716	\$2,863.78		LIB-L1-SP3	\$66,225	\$2,538.33
	U-L4-SP4	\$76,545	\$2,933.88		LIB-L1-SP4	\$67,842	\$2,600.31
	U-L4-SP5	\$78,419	\$3,005.71		LIB-L1-SP5	\$69,498	\$2,663.78
				LIB-L2-SP1	\$72,934	\$2,795.48	
				LIB-L2-SP2	\$74,716	\$2,863.78	
				LIB-L2-SP3	\$76,545	\$2,933.88	
				LIB-L2-SP4	\$78,419	\$3,005.71	
				LIB-L2-SP5	\$79,806	\$3,058.87	
				LIB-L2-SP6	\$81,775	\$3,134.34	
				LIB-L3-SP1	\$85,861	\$3,290.95	
				LIB-L3-SP2	\$87,983	\$3,372.29	
				LIB-L3-SP3	\$90,154	\$3,455.50	
				LIB-L3-SP4	\$92,381	\$3,540.86	
				LIB-L3-SP5	\$94,663	\$3,628.33	
				LIB-L4-SP1	\$97,003	\$3,718.01	
				LIB-L4-SP2	\$99,404	\$3,810.04	