

## **FAIR WORK COMMISSION**

### **Fair Work Act**

#### **Section 156 – 4 Yearly Review of Modern Awards**

#### **Family Friendly Work Arrangements (AM2015/2)**

### **Witness Statement of Sherryn Jones-Vadala**

1. My name is Sherryn Jones-Vadala. I am 42 years old. I am married with two children aged 8 and 6 years. Our first child was born in April 2009 and our second child was born in December 2010.
2. I am currently employed on a fixed-term, part-time contract Santa Maria College. From 2008 to 2014, I was employed as a full-time teacher at Ave Maria Secondary College, Aberfeldie. I was employed under the *Victorian Catholic Education Multi-Employer Agreement 2008* (the Agreement), a copy of which is **Attachment A**.

#### **Work and parenting responsibilities**

3. My husband is the Director of Operations at Siena College (Catholic School), therefore works very long hours. He usually leaves home at 6am and returns often after 7pm, often much later. He occasionally works on weekends. As a result, my children hardly see him during the week so I am the primary care giver to my children. He does not assist with the children during his work hours, due to the nature of his job and his commitment. We only share caring responsibilities during the weekend or holidays.
4. In relation to work, I have to work around my husband's demanding work commitments and my children's activities. My daughters currently attend before school care Mondays, Tuesdays and Wednesdays plus afterschool care every second Monday. My mother picks up the girls every second Monday when she is not overseas holidaying (twice a year for approximately 6 weeks). My mother occasionally helps out in an emergency, but often refuses. Occasionally on a Wednesday or Thursday afternoon if I am running late for pick up, a school Mum friend will wait with the girls until I arrive.
5. Prior to my children starting school, if I had returned to work at Ave Maria Secondary College, or another school, I would have had to use paid childcare. I would have had no other viable option.

## **Employment arrangements**

6. I worked as a teacher in various schools in the Catholic education sector in Victoria between 2003 and 2008. In early 2008, I accepted a full-time, ongoing role as a secondary school teacher at Ave Maria College. In addition to my teaching position I was also appointed as the Head of Science, Health and Physical Education, classified as a position of leadership under the Agreement
7. During the course of 2008, I became pregnant with twins following IVF treatment. I became aware that one of my twins would not survive the pregnancy, and as a result, I was unwell during the pregnancy. I used personal leave when I needed time off and continued to work until the end of the year.
8. I started maternity leave in January 2009 and my daughter was born in April 2009. I became pregnant with my second child in 2010. I applied for a further period of parental leave for 1 year and did not return to work between my pregnancies. This application was made pursuant to clause 1.1.3 of *Appendix 1 –Parental Leave Provisions* (the Appendix) of the Agreement.

## **Request for reduced hours**

9. In about July 2011, I advised the College in writing that I intended to return to work at the commencement of the 2012 school year. I made my application to return to work part-time using the Independent Education Union (IEU) template form. I do not have a copy of the form I filled in, but a copy of the IEU's template is **Attachment B**. My application was made in accordance with clause 1.5 of the Appendix.
10. My application was followed up with a letter of acknowledgement, which I did not keep a copy of, from the Principal. A few weeks later, in July 2011, I had an interview with the Principal. In my written application and the interview I advised that I wished to return part-time from the commencement of the 2012 school year in order to care for my two young children. I did not specify whether my request for part-time work was for a temporary period or ongoing.
11. At the meeting with the Principal I advised that I was flexible as to what subjects I could teach and what year levels. I indicated I was willing to teach any subject that would fit with the timetabling. I am able to teach a broad range of subjects including Year 7-10 Maths, Year 7-10 Science, VCE Biology, VCE Environmental Science, VCE Psychology, VCAL

Personal Development Skills and Work Related Skills, Year 7-12 Health and Physical Education and year 7-10 Dance. I said I was willing to work 2-3 days a week.

12. I was advised by the Principal that she doesn't allow job share and there was no guarantee that part-time work of the same two or three days each week was available as it was too hard to accommodate in the timetable. She advised that if you want to do part-time it is more than likely to be spread out.
13. At the time, the College timetable scheduled four 80 minute periods per day. The timetable ran on a 10 day cycle, meaning classes were scheduled over a fortnight, rather than a week. This meant the week 1 timetable was different to the week 2 timetable. Due to the long periods, many subjects were taught in two periods and held twice a week. In my experience as a fairly experienced and senior staff member, I thought it should have been possible to timetable a part-time teacher on the same days of each week in the 10 day cycle. Many of the subjects I could teach were 2 period subjects, and therefore could be covered over consistent week days without the need for a job share arrangement to deliver a single period scheduled on a day not worked.
14. In October 2011, the Principal called me and offered me just over 0.2 FTE spread over 4 days a week, working different days in each week of the 10 day cycle. The Principal said that if I returned full-time, I would be given my previous position of leadership.
15. It was not viable for me to accept my employer's proposal because the hours of work were not predictable and did not fit with the childcare days I had been able to get. I had placed both of my children on the waitlist for childcare when my second born was only a few months old. This childcare center was at the end of my street. I told the center I did not yet have certainty around my days of work, but would confirm as soon as I could. The childcare centre offered me Monday and Friday and asked which other days I needed. The childcare center gave me a month to organise my work days. The cost of childcare per day before government funding was going to be approximately \$200 per day. I could not confirm the days I would be working within a month due to the unpredictable hours of work I had been offered, and so I lost my place at the childcare centre. This occurred around early November 2011.
16. About two weeks after I lost the childcare places, in November 2011, the Principal called me to offer me a part-time arrangement working 2 of the same days per week and an extra day every second week. I was told that this job had arisen because a year 12 Biology

teacher had left. It was a much more suitable part-time arrangement, but I could not accept it as by that stage because I did not have childcare available anymore.

17. During the negotiations, the Principal told me that she had managed to return to work full time when her children were 6 weeks old, and she asked why my family was not able to care for my children. For the reasons explained above, this was not a possibility for me.
18. Around late November 2012 it became clear that I was not going to be able to successfully negotiate a part-time work arrangement so I stopped asking. Instead, I applied for an extension to the maternity leave I had taken for my second child until January 2014. This application was made pursuant to Clause 1.1.4 of the Appendix.
19. During 2013, I was undecided as to whether to try and seek a return to work part-time again. I discussed this with the IEU Organiser for the College in about September and October 2013. Around this time I filled in the form required by the College setting out my intentions for 2014 work. I said I wished to work part-time. The Principal contacted me and asked me if I was going to return. She did not give me any details about what part-time work could be offered or accommodated. She just wanted to know if I was coming back. I did not respond at the time.
20. Based on my earlier experiences, I did not believe I would be able to successfully negotiate suitable part-time work. I didn't have the fight in me and did not pursue it further. I resigned in about late October 2013, effective January 2014.

### **Consequences of refusal**

21. I applied for other part-time positions in the Catholic education sector but was not successful. There were hardly any positions available that were appropriate. They were often too far away from home, too many hours, or for subject areas I don't teach. Most of the jobs I applied for were for Casual Relief Teaching.
22. In order to earn money, I became a swimming teacher. This work is paid on a sessional basis at a much lower salary than I was earning as a school teacher. It requires weekend work and short broken shift hours. As it is term time only teaching, I do not receive any salary in school holidays. In July 2013, as a result of an agreement with my employer, my status was changed to part-time seasonal worker and this meant I got 5 weeks annual leave which provided for some paid school holiday time. This workplace offered on-site childcare at a cost of \$2.50 per child per hour during morning and some weekend shifts, which was an advantage in terms of the cost and convenience of childcare.

23. As a result of resigning and not finding other part-time work in Catholic education within 2 years, I have lost my accrued long service leave entitlement. Swimming instruction is also not considered to be 'teaching' for the purposes of salary progression under the Agreement, which means I have not progressed up the incremental pay scale.
24. I have had a great deal of difficulty finding part-time work, in part because I have now been out of school teaching for a number of years. In 2017, I gained a 0.6 FTE teaching position which is fixed term for 6 months replacing someone on parental leave. At the time of writing this statement, it looks as if my contract will finish at the end of the six months and that no other work is available. I expect that I will need to look for Casual Relief Teaching.
25. Due to the insecurity of my employment, my husband and I have not been able to get a loan and we remain in rental accommodation. Because I have not been able to secure ongoing teaching work, I have not received salary over the Christmas school holidays. We have had to use credit to cover these periods and we are still paying the debt from last holidays.
26. I feel that I have been disadvantaged on many levels because I could not return to my ongoing employment in a part-time capacity. I believe my employer was actively opposed to providing part-time employment and there was nothing I could do about it.

.....  
Sherryn Jones-Vadala  
Date: 6 May 2017

# Victorian Catholic Education Multi Employer Agreement 2008



This Agreement is distributed for Catholic Schools and Catholic Education Offices in Victoria.

Any inquiries in relation to **it's content should be** referred to the CECV Industrial Relations Unit on 9267 0228.

For further information refer to [www.cecv.vic.catholic.edu.au](http://www.cecv.vic.catholic.edu.au).

Produced and published by the Catholic Education Commission of Victoria Ltd

This printed version of the Victorian Catholic Education Multi Employer Agreement 2008 corrects minor referencing errors contained in the original document.

First published October 2008

Catholic Education Commission of Victoria Ltd  
James Goold House  
228 Victoria Parade  
East Melbourne Victoria 3002

© Catholic Education Commission of Victoria Ltd 2008

ISBN 0 86407 373 9

Printed by Snap Printing, 673 Spencer Street, West Melbourne, Victoria, 3003

# Table of Contents

Part 1	Application and Operation of Agreement ..... 1 Clauses 1-5
Part 2	General Conditions of Service ..... 7 Clauses 6-26
Part 3	Teachers: Salaries and Specific Conditions of Service ..... 33 Clauses 27 - 31
Part 4	School Officers: Salaries and Specific Conditions of Service ..... 41 Clauses 32-36
Part 5	Catholic Education Office School and Student Services Employees: Salaries and Specific Conditions of Service ..... 51 Clauses 37-42
Part 6	Primary School Principals: Salaries and Specific Conditions of Service ..... 57 Clauses 43-45
Part 7	Catholic Education Office Clerical Employees ..... 61 Clauses 46-51
Part 8	School Services Officers: Salaries and Specific Conditions of Service ..... 67 Clauses 52-64
Part 9	Other Provisions..... 79 Clauses 65-70
Appendices	..... 85
Schedules	..... 135

## Additional Materials

Redundancy Guidelines

Maternity Leave Guidelines



---

PART 1

APPLICATION AND  
OPERATION OF  
AGREEMENT

---



## PART 1 - APPLICATION AND OPERATION OF AGREEMENT

### 1. AGREEMENT TITLE

This Agreement shall be known as the "Victorian Catholic Education Multi Employer Agreement 2008".

### 2. ARRANGEMENT

#### Part 1 - Application and Operation of Agreement

1. Title
2. Arrangement
3. Term
4. Parties bound and Scope
5. Definitions

#### Part 2 - General Conditions of Service

6. Accident make-up pay
7. Annual leave and school holiday pay and leave loading
8. Breakages and loss
9. Contract of employment
10. Grievance procedures
11. Due Process
12. Higher duties allowances
13. Work organisation
14. Leave with pay
15. Leave without pay
16. Parental Leave
17. Payment of Wages and Allowances
18. Protective Clothing
19. Public holidays
20. Redundancy
21. Casual Relieving employees
22. Replacement employees
23. Service continuity
24. Superannuation
25. Termination of employment
26. Travel and Evening Meal Allowances

#### Part 3 - Teachers: Salaries and Specific Conditions of Service

27. Wages, Definitions, allowances and workload
28. Teacher classification structure and incremental progression
29. Deputy principal classification structure and incremental progression
30. Part-time teachers
31. Emergency teachers

Part 4 - School Officers: Salaries and Specific Conditions of Service

- 32. Appointment
- 33. Classification
- 34. Wages
- 35. Experience
- 36. Hours of work

Part 5 - Catholic Education Office School and Student Services Employees: Salaries and Specific Conditions of Service

- 37. Appointment
- 38. Classification levels
- 39. Wages
- 40. Experience
- 41. Hours of work
- 42. Part-time education officers/senior education officers or psychologists (education) or speech pathologists

Part 6 - Primary School Principals: Salaries and Specific Conditions of Service

- 43. Classification
- 44. Wages
- 45. Expense reimbursement

Part 7 - Catholic Education Office Clerical Employees

- 46. Appointment
- 47. Classification levels
- 48. Wages
- 49. Experience
- 50. Hours of work
- 51. Part-time catholic education office clerical employees

Part 8 - School Services Officers: Salaries and Specific Conditions of Service

- 52. Appointment
- 53. Classification
- 54. Wages
- 55. Hours of work
- 56. Overtime
- 57. Shift Penalties
- 58. Broken Shifts
- 59. On Call
- 60. Meal Breaks
- 61. Meal Allowances
- 62. Tool Allowance
- 63. Special Provisions for Category D School Services Officers during school holidays
- 64. Alternative Individual Arrangements – Resident Caretakers

## Part 9 – Other Provisions

- 65. Traineeships and Trainee Wage
- 66. Supported Wage
- 67. Introduction of Change
- 68. Education Initiatives
- 69. Mandatory Provisions
- 70. Lump Sum Amounts

## Appendices

- Appendix 1 Parental Leave Provisions and Parental Leave Payment
- Appendix 2 Salary Incremental Advancement and assessment of experience
- Appendix 3 Standards of Teacher Professional Practice
- Appendix 4 Consultative Procedures re: Class Sizes Scheduled Class Time Positions of Leadership
- Appendix 5 Redundancy
- Appendix 6 Long Service Leave
- Appendix 7 Remuneration Packaging

## Schedules

- Schedule 1 Wages: Registered Teachers
- Schedule 2 Wages and Allowances: Deputy Principals
- Schedule 3 Allowances
- Schedule 4 Wages: Emergency Teachers
- Schedule 5 Wages: School Officers
- Schedule 6 Wages: Education Officers
- Schedule 7 Wages: Principals Primary Schools
- Schedule 8 Wages: Catholic Education Office Clerical Employee
- Schedule 9 Wages: Psychologists (Education)
- Schedule 10 Wages: Speech Pathologists
- Schedule 11 Wages: School Services Officers
- Schedule 12 List of Employers Bound

## 3. TERM

- 3.1 This Agreement will commence to operate on the seventh day after the date of the notice from the Workplace Authority notifying that the Agreement has passed the no disadvantage test and its nominal expiry date will be 31 December 2011.
- 3.2 This Agreement regulates the terms and conditions of employment of the employees covered by this Agreement and is intended to exclude all protected award conditions (as that term is defined in the WR Act) in relation to:
  - (a) rest breaks;
  - (b) incentive based payments and bonuses;
  - (c) annual leave loading;
  - (d) observance of public holidays;
  - (e) days to be substituted for, or a procedure for substituting days referred to in paragraph (d);

- (f) monetary allowances for:
  - (i) expenses incurred in the course of employment; or
  - (ii) responsibilities or skills that are not taken into account in rates of pay for employees; or
  - (iii) disabilities associated with the performance of particular tasks or work in particular conditions or locations;
- (g) loadings for working overtime; and
- (h) penalty rates,

which are contained in any award which applies or may apply to the Employees including the Victorian Catholic Schools and Catholic Education Officers Award 1998

- 3.3 Nothing in this Agreement will operate to provide a less favourable outcome for employees in a particular respect than that provided by the Australian Fair Pay and Conditions Standard or the National Employment Standards.
- 3.4 The parties will make no further claims in respect of matters dealt with by this agreement which will have effect prior to 31 December 2011.

#### 4. PARTIES BOUND AND SCOPE

- 4.1 This Agreement shall apply and be binding upon:
  - 4.1.1 the Employers listed in Schedule 12 of this Agreement; and
  - 4.1.2 the Union.
- 4.2 This Agreement shall apply in its terms to the Employees of the Employers listed in Schedule 12 of this Agreement who are employed to perform work of a kind described in the classifications contained in this Agreement

#### 5. DEFINITIONS

- 5.1 **“Catholic Education”** means any activity directly connected with the education of persons conducted by a Catholic institution in Victoria listed in Schedule 12 of this Agreement.
- 5.2 **“Catholic Education Commission of Victoria (CECV)”** means the body established by the Bishops of Victoria to develop policy in relation to Catholic Education in Victoria.
- 5.3 **“Catholic primary school”** means a Catholic school registered by the Registered Schools Board or its successor as a primary school and includes those schools so registered where classes are held for years up to but not beyond Year Eight.

- 5.4 **“Catholic secondary school” means** a Catholic school with classes to Year Ten or beyond, registered by the Registered Schools Board (or its successor) as a Secondary school, Junior secondary school and includes those schools so registered where primary classes are held.
- 5.5 **“Catholic Special school” means a Catholic school registered by the Registered Schools Board** or its successor as a Special school.
- 5.6 **“Commission” means the Australian Industrial Relations Commission.**
- 5.7 **“Employee” shall mean any person employed by** an Employer who is employed to perform work of a kind described in the classifications contained in this Agreement for the purposes of this Agreement, members of religious institutions and clergy are not Employees.
- 5.8 **“Employer” shall mean any person, persons, or body listed in** Schedule 12 of this Agreement.
- 5.9 **“Enrolment” in respect of a particular year, means enrolment as at the Commonwealth Government’s mid-year census in the** preceding year.
- 5.10 **“Experience in relation to a registered teacher” means** teaching experience after achieving the qualifications necessary for registration as a teacher with the Victorian Institute of Teaching.
- 5.11 **“Deputy Principal” means a person appointed by an Employer whether as a vice principal,** deputy principal, assistant principal or campus head in a Catholic school.
- 5.12 **“Placed Teacher” means an employee, employed in or in connection with a Catholic Education Office** who is employed as a registered teacher and placed in an educational setting outside a Catholic Education Office.
- 5.13 **“Primary class” means any class from Year Preparatory through to Year 6, inclusive.**
- 5.14 **“Psychologist (CEO)” means an employee possessing formal Psychology Qualifications** employed in or in connection with a Catholic Education Office to provide diagnostic assessment and direct guidance services to individuals, schools and groups and to assist and advise school authorities in relation to students with social, behavioural, emotional and cognitive disorders.
- 5.15 **“Registered Schools Board” means the Registered Schools Board established by the** Education Act 1958 (Vic) or its successor.
- 5.16 **“Registered Teacher” means a teacher who is registered by the Victorian Institute of Teaching** pursuant to the Victorian Institute of Teaching Act 2001 (Vic).
- 5.17 **“School Adviser” means a registered teacher who is employed in or in connection with Catholic** Education Office to provide advice and assistance to Principals and the school staff in nominated curriculum areas.
- 5.18 **“School Term” means such** periods as determined by the Victorian Government from year to year.

- 5.19 **“School Year”** means the period from the commencement of the first day of the Victorian government school year in one year to the commencement of the first day of the Victorian government school year in the next year as determined by the Victorian government from year to year.
- 5.20 **“Secondary class”** means any class from Year 7 through to Year 12, inclusive.
- 5.21 **“Union”** means the Independent Education Union of Australia.
- 5.22 **“Visiting Teacher”** means a registered teacher who is employed in or in connection with a Catholic Education Office to provide consultancy support to Catholic schools and students who are hearing impaired, visually impaired, or physically disabled. Their duties may involve direct teaching of students in addition to the above.
- 5.23 **“Weekly Wage”** means the annual salary as specified in the schedules to this Agreement divided by 52.18.
- 5.24 **“WR Act”** means the Workplace Relations Act 1996 (Cth).

---

PART 2

GENERAL CONDITIONS  
OF SERVICE

---



## PART 2 – GENERAL CONDITIONS OF SERVICE

### 6. ACCIDENT MAKE UP PAY

#### 6.1 Entitlement to accident make-up pay

6.1.1 Subject to clauses 6.1.2 and 6.1.3, where an Employee becomes entitled to compensation payments under the Accident **Compensation Act 1985 (Vic)** ('AC Act'), **the Employer who is liable to pay the compensation will pay to the Employee** accident make-up pay being an amount equivalent to the difference between:

6.1.1(a) the amount of compensation payable under the AC Act and, in respect of an Employee who is partially incapacitated, any wages earned by that Employee; and

6.1.1(b) the amount that would have been payable under the Agreement **(including the Employee's entitlement to Employer contributions to Superannuation)** if the Employee had been performing his or her normal duties.

6.1.2 Subject to clause 6.1.3, accident make-up pay will be paid for a maximum of 26 weeks, inclusive of school holidays, in respect of the same injury.

6.1.3 Accident make-up pay under this Agreement will be paid only while an employee continues to receive compensation under the AC Act.

#### 6.2 Accident make-up pay not payable

6.2.1 Accident make-up pay will not be payable:

6.2.1(a) if the Employee is on any form of paid leave; or

6.2.1(b) 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.

#### 6.3 Eligibility for accident make-up pay

6.3.1 In order for an Employee to be eligible for accident make-up pay in accordance with 6.1:

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

6.3.1(b) the Employee must provide written evidence of the injury from time to time as required by the Employer during the period of payment;

6.3.1(c) the Employee must advise the Employer, in writing, of any civil action or claim for damages the Employee may make;

- 6.3.1(d) 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
- 6.3.1(e) 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.

#### 6.4 Accident make-up pay ceases

- 6.4.1 An employee will cease to be entitled to accident make-up pay if any of the following occur:
  - 6.4.1(a) there is a redemption by the Employee of weekly compensation payments by the payment of a lump sum benefit under the AC Act;
  - 6.4.1(b) the Employee's employment with the Employer is terminated due to serious misconduct by the Employee;
  - 6.4.1(c) the Employee resigns; or
  - 6.4.1(d) the Employee dies.

### 7. ANNUAL LEAVE, SCHOOL HOLIDAY PAY & LEAVE LOADING

#### 7.1 Annual leave

- 7.1.1 An Education Officer, Senior Education Officer, Catholic Education Office Clerical and Administrative Employee or Category A Placed Teacher is entitled to four weeks paid annual leave, exclusive of public holidays, per year of service determined in accordance with clause 23 - Service Continuity. Annual leave will accrue weekly and may be taken at a mutually agreed time. If the parties cannot agree on a time to take leave, the Employee may be directed to take leave in accordance with the terms of the WR Act
- 7.1.2 A Category A School Officer, and a Category A or D Schools Services Officer is entitled to four weeks paid annual leave per year of service determined in accordance with Clause 23 – Service Continuity. Annual leave will accrue weekly and may be taken, unless otherwise agreed, during the school holidays.
- 7.1.3 An Employee with an entitlement pursuant to 7.1.1 or 7.1.2 of this Agreement may elect, with the consent of the Employer, to take annual leave in single day periods not exceeding five days in any calendar year at a time or times agreed between them.

- 7.1.4 A Category A School Officer, a Category A or D Schools Services Officer Education Officer, Senior Education Officer, Catholic Education Office Clerical and Administrative Employee or Category A Placed Teacher who suffers personal ill health or accident, covered by clause 14.5.3, whilst on annual leave is entitled to have an equivalent period of Annual Leave re-credited and the same period of accrued sick leave deducted provided that the Employee provides a medical certificate or statutory declaration as soon as practicable.
- 7.1.5 Accrued Leave
- 7.1.5(a) To assist Employees in balancing their work and family responsibilities, an Employee with an entitlement to four weeks annual leave may elect to accrue and carry forward any amount of annual leave for a period of two years from the date of entitlement.
- 7.1.5(b) If an Employee carries over leave and the two year carry-over period ends, an Employer may with the provision of reasonable notice, direct the Employee to take leave in accordance with the terms of the WR Act.
- 7.1.6 With the consent of the Employer, annual leave may be:
- 7.1.6(a) taken in two or more separate periods; and/or
- 7.1.6(b) taken in advance,
- provided that where a workplace is closed, the Employee may choose to take the period of closure as either leave without pay or annual leave in advance.
- 7.1.7 Where the Employee requests payment in advance for the period of the annual leave, payment shall be made in advance, provided that at least four weeks notice is given to the Employer.
- 7.2 Pro rata payment in lieu of accrued annual leave
- 7.2.1 A Category A School Officer, a Category A or D School Services Officer, Education Officer, Senior Education Officer, Catholic Education Office clerical and administrative employee or Category A Placed Teacher is entitled to a pro-rata payment of accrued annual leave on termination of employment.
- 7.2.2 A pro-rata entitlement to annual leave for the current year of employment shall be calculated on the following basis:
- $$\frac{\text{Number of weeks worked}}{48} \times 4 \times \text{employees weekly rate of pay}$$
- from which result shall be deducted any amount of already paid for annual leave for that year.
- 7.2.3 In addition to any payment calculated in clause 7.2.2 any other accrued annual leave for previous years shall be paid out as well.

7.3 School holiday pay

7.3.1 Subject to clause 7.4, a Primary School Principal, Deputy Principal, Teacher, Category B Placed Teacher, Curriculum Adviser, Category B School Officer and Category B School Services Officer is entitled to school holidays without deduction of pay. Such Employees will be deemed to have taken any entitlement to 4 weeks annual leave during their paid school holidays.

7.3.2 Subject to clause 7.4, a Category C School Officer and Category C School Services Officer is entitled to seven weeks of the school holidays without deduction of pay and will be deemed to have taken any entitlement to 4 weeks annual leave during this period.

7.4 Pro-rata school holiday pay

7.4.1 A Primary School Principal, Deputy Principal, teacher, Category B School Officer, Category B School Services Officer, School Adviser, or Category B Placed Teacher has a pro-rata entitlement to school holidays without deduction of pay and will be deemed to have taken any entitlement to annual leave during this period and a Category C School Officer and a Category C School Services Officer has a pro-rata entitlement to seven weeks of the school holidays without deduction of pay and will be deemed to have taken any entitlement to annual leave during this period where:

7.4.1(a) an Employee is employed for less than the school year and/or

7.4.1(b) an Employee is absent on approved unpaid leave in excess of fifteen days during the school 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 (as defined in clause 23 - Service Continuity).

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

7.4.2(a) Primary School Principals, Deputy Principal, Teachers, Category B School Officers, Category B School Services Officers, Curriculum Adviser and Category B Placed Teachers.

$$\frac{\text{Number of weeks worked}}{42} \times 10 \times \text{Employee's weekly rate of pay}$$

from which result shall be deducted the amount already paid for school term holidays.

7.4.2(b) Category C School Officers or Category C School Services Officer.

$$\frac{\text{Number of weeks worked}}{45} \times 7 \times \text{Employee's weekly rate of pay}$$

from which result shall be deducted the amount already paid for school term holidays.

7.4.2(c) For the purposes of this clause a working week is any week in the school year, as defined, regardless of the number of working days in that week.

7.5 Variation of hours or nature of employment

7.5.1 Variation of hours of part-time employment

If during a year, the number of hours of a part-time Employee are changed, in accordance with clause 30.6 there shall be a proportionate adjustment to amounts payable under clauses 7.1, 7.3 and 7.6.

7.5.2 Variation of full-time/part-time employment

If during a year, an Employee changes from part-time to full-time or vice-versa, then at the time of such variation all entitlements under clauses 7.1, 7.3 and 7.6 shall be calculated and paid. At the request of the Employee, such payment may be withheld until either the time at which the Employee takes annual leave or school holidays, or his or her employment is terminated.

7.6 Leave loading

7.6.1 An Employee who has an entitlement to paid annual leave or school holiday pay in accordance with clauses 7.1.1, 7.1.2, 7.3.1 or 7.3.2, shall receive a loading of **17.5% on four weeks pay at the Employee's weekly rate of pay.**

7.6.2 The leave loading shall be paid no later than within the last two working weeks of the school year, or at the time of termination of employment as appropriate.

7.6.3 An Employee who has an entitlement to a pro-rata period of leave or pro-rata school holiday pay shall be entitled to a pro-rata leave loading calculated on the following basis:

7.6.3(a) Category A School Officers, Category A and D School Services Officers, Education Officers, Senior Education Officer, School Advisor, Catholic Education Office Clerical and Administrative Employee or Category A Placed Teacher.

$$\frac{\text{number of weeks worked}}{48} \times 4 \times 17.5\% \times \text{Employee's weekly rate of pay}$$

7.6.3(b) Primary School Principal, Deputy Principal, teacher, Category B School Officer, Category C School Services Officer or Category B Placed Teacher.

$$\frac{\text{number of weeks worked}}{42} \times 4 \times 17.5\% \times \text{Employee's weekly rate of pay}$$

7.6.3(c) Category C School Officer and Category C School Services Officer.

$$\frac{\text{number of weeks worked}}{45} \times 4 \times 17.5\% \times \text{Employee's weekly rate of pay}$$

7.7 Casual employees

A casual Employee shall not be entitled to paid annual leave or school holidays.

7.8 Category B School Officer and Category B School Services Officer recall

Notwithstanding clause 7.3.1 above, a Category B School Officer and Category B School Services Officer may be recalled to duty during school holiday periods up to a maximum of six days in each school year. Such days shall immediately follow the end of a term or immediately precede the beginning of a term except where there is agreement between the Employer and the Employee that the recall should occur at another time. The School Officer and Category B School Services Officer should be given as much notice of recall as possible but shall be given at least four working weeks notice of a recall, except in the case of an emergency where an Employer may not be able to give that notice and the Employee may not be able to comply with the recall. Part-time Employees are subject to the same recall on a pro rata basis.

7.9 **Employees' weekly rate of pay**

**The Employee's weekly rate of pay for all purposes of this clause shall be the rate applicable to that Employee on 1 December of that year or at the date of termination of employment.**

7.10 Cashing Out of Untaken Annual Leave

A Category A School Officer or School Services Officer is entitled to forgo an entitlement to take an amount of annual leave credited to the employee by an employer provided:

7.10.1 the employee gives the employer a written election to forgo the amount of annual leave; and

7.10.2 employee shall be entitled to receive pay in lieu of the amount of annual leave at a rate that is no less than the rate that, at the time the election is made, is the employee's basic periodic rate of pay (expressed as an hourly rate); and

7.10.3 the employer authorises the employee to forgo the amount of annual leave and this authorisation and election is recorded **on the Employee's record.**

*Note If, under this paragraph, an employee forgoes an entitlement to take an amount of annual leave, the employee's employer may deduct that amount from the amount of accrued annual leave credited to the employee.*

7.11 Notwithstanding Paragraph 7.10, during each 12 month period, an employee is not entitled to forgo an amount of annual leave credited to the employee by an employer that is equal to more than 1 / 26 of the nominal hours worked by the employee for the employer during the period.

8. BREAKAGES AND LOSS

Provided that the Employee has taken reasonable care, an Employee will not be liable for any **breakages or loss of property which occurs in the normal course of that Employee's duties.**

## 9. CONTRACT OF EMPLOYMENT

### 9.1 General provisions

Subject to clause 25 - Termination of Employment and clauses 9.3 and 9.4 herein, employment under this Agreement shall be of an on-going nature, except for casual Employees. .

### 9.2 Letter of appointment

Upon engagement, each Employee shall be given a letter of appointment.

### 9.3 Employment for a specified period of time

9.3.1 Without limiting the generality of the following, in normal circumstances, employment for a specified period of time will only occur:

9.3.1(a) when the position to which the Employee is appointed is to undertake a specific project for which funding has been made available to the Employer for a specified period of time;

9.3.1(b) when the Employee is employed to undertake a specific task which has a limited period of operation;

9.3.1(c) when the Employee is employed for a specified period of time to replace an Employee who is absent on approved leave;

9.3.1(d) when the Employee is employed for a specified period of time to replace an Employee whose employment has terminated after the commencement of the school year and the demands of the program or organisation of the workplace require the employment of a person for a specific period of time, provided that the period of appointment must not exceed the end of that school year;

9.3.1(e) when the Employer has good reason to believe that, should the employee not be employed for a specified period of time, then a redundancy situation will arise, and provided that the period of appointment must not exceed the end of that school year;

9.3.1(f) when an Employee is employed as a Placed Teacher, New Arrivals Teacher, Primary Principal or School Adviser.

9.3.2 The Employer shall provide in the letter of appointment, for Employees covered by fixed term appointments, the reason for the employment being of fixed term duration and the date of commencement and the date of cessation of employment.

9.3.3 On application, after three school years in one school on fixed term appointments an Employee will be given preference for any appropriate vacancy in that school, all other things being equal.

#### 9.4 Abandonment of employment

9.4.1 If an Employee has been absent from work for a continuous period exceeding five working days where the Employee:

9.4.1(a) has no entitlement to leave for the absence; or

9.4.1(b) does not have the consent of the Employer and has not notified the Employer of the absence,

then the Employer shall have the right to commence the abandonment of employment procedure set out in this clause.

#### 9.4.2 Procedure Step 1

9.4.2(a) The Employer sends, by certified mail to the last known address of the Employee, a letter which:

9.4.2(a)(i) states that the Employee is absent without permission from the date of the last required attendance; and

9.4.2(a)(ii) advises that if the Employee, or an authorised representative of the Employee, does not contact the Employer in writing within ten days of receipt of the notice providing an explanation for the absence or if the Employee does not return to duty, then the Employee will be deemed to have abandoned his or her employment.

#### 9.4.3. Procedure Step 2

9.4.3(a) If the Employee, or authorised representative of the Employee, does not comply with the requirements in clause 9.4.2(a)(ii), the Employer shall have the right to advise the Employee in writing **that the employee's employment has been deemed to have been** abandoned with effect from:

9.4.3(a)(i) the date of the last attendance of the Employee at work; or

9.4.3(a)(ii) the last day in respect of which consent for absence was granted; or

9.4.3(a)(iii) the date of the last absence in respect of which notification was given to the Employer;

whichever is the later.

#### 9.5 Caring Responsibilities: Casual Workers

9.5.1 Subject to the evidentiary and notice requirements in 14.5.4(b) and (c), casual Employees are entitled to not be available to attend work or to leave work:

- 9.5.1(a) If they need to care for members of their immediate family or household who are sick and require care and support, or who require care due to an unexpected emergency, or the birth of a child; or
- 9.5.1(b) Upon the death in Australia of an immediate family or household member.
- 9.5.2 The Employer and the Employee shall agree on the period for which the Employee will be entitled to not be available to attend work. In the absence of agreement, the Employee is entitled to not be available to attend work for up to 48 hours (i.e. two days) per occasion. The casual Employee is not entitled to any payment for the period of non-attendance.
- 9.5.3 An Employer must not fail to re-engage a casual Employee because the Employee accessed the entitlements provided for in this clause. The rights of the Employer to engage or not to engage a casual Employee are otherwise not affected.
- 9.5.4 For the purposes only of this clause and by reason only of the method of and restrictions on the length of engagement provided for elsewhere in this agreement an Emergency Teacher is not a casual Employee.

## 10. GRIEVANCE PROCEDURES

### 10.1 Dispute Settling Procedure

Where there is a dispute between an Employee (or Employees) and the Employer about the application or interpretation of, this Agreement (the matter in dispute), the following procedure will apply.

#### STEP 1

Every attempt shall be made to resolve a grievance, in the first instance, by discussions between the individual(s) directly involved at the workplace and the Employer. This does not preclude the right of either party to seek advice from outside the workplace, nor does it necessitate such an approach where this is impracticable.

#### STEP 2

When a grievance is not resolved by Step 1, the Employee or the Employer may each seek the assistance of a representative in order that a further attempt can be made to resolve the matter. The employee representative may include a union official or union delegate

#### STEP 3

In the event that Steps 1 and 2 fail to resolve the matter, it may be referred by either party to the Commission for its assistance in resolving the matter by conciliation. The matter should not be referred by either party to the Commission prior to the completion of Steps 1 and 2.

Until the grievance is determined, work shall continue normally in accordance with the custom or practice existing before the grievance arose, while discussions take place.

No party shall be prejudiced as to the final settlement by the continuance of work. Health and safety matters are exempted from this sub clause.

- 10.2 Where the matter is not resolved by conciliation, either party may request that the Commission arbitrate the matter in dispute. Any such arbitration shall be subject to and in accordance with this clause.

- 10.3 In arbitrating the dispute the Commission may only:
  - 10.3.1 give directions about the process to be followed within the school to resolve the matter in dispute; and/or
  - 10.3.2 determine the matter in dispute consistent with the limits or standards set by the relevant provisions of this Agreement.

## 11. DUE PROCESS

### 11.1 Concerns about conduct or performance

- 11.1.1 An Employer who has concerns with the conduct or performance of an employee shall in the first instance hold discussions with the relevant employee. A record of these discussions shall be held. The Employee shall have the right to be accompanied by a nominee of the Employee in these discussions.
- 11.1.2 Should **the employer still hold concerns regarding the employee's performance or conduct**, following the discussions outlined above, the employer may initiate Due Process as outlined below

### 11.2 Instigating the Due Process

- 11.2.1 To instigate Due Process the Employer or the Principal/Employer's nominee shall advise the Employee in writing of:-
  - 11.2.1(a) **the Employer's concern about the Employee's conduct or performance;**
  - 11.2.1(b) the period of the Due Process, stating the expected timeline of the total process, and the times and dates when review meetings will take place within the timeline;
  - 11.2.1(c) the forms of assistance and counselling as appropriate that will be provided by the Employer to help the Employee address and overcome the Employer's concerns; and
  - 11.2.1(d) the proposed time, date and place of the Initial Meeting of the Due Process.

### 11.3 The Initial Meeting

- 11.3.1 At the Initial Meeting :
  - 11.3.1(a) the Employee shall be given an opportunity to seek clarification of any points raised in the Employer's letter and to respond to the concerns raised; and
  - 11.3.1(b) there shall be an attempt to reach agreement regarding the expected timeline of the total process, and the times and dates when review meetings will take place within the timeline.
- 11.3.2 The Employee shall have the right to be accompanied by a nominee of the Employee at this Initial Meeting and subsequent review meetings.

#### 11.4 Review Meetings

11.4.1 At the review meetings during the period of Due Process :

11.4.1(a) the Employee shall demonstrate how the concerns of the Employer are being addressed; and

11.4.1(b) the Employer shall provide advice to the Employee as to the progress of the Employee in addressing the concerns.

#### 11.5 Concluding the Due Process

11.5.1 At the end of the timeline, the Employer shall advise the Employee in writing as to whether:

11.5.1(a) the Employer's concerns have been satisfactorily addressed; and

11.5.1(b) whether sufficient progress has been made to conclude the Due Process, or whether the Employer intends to extend the period of the Due Process.

11.6 Following the conclusion of the Due Process, if the Employer's intended course of action is to terminate the Employment of the Employee, Clause 25 of the Agreement and the provisions of the WR Act apply.

### 12. HIGHER DUTIES ALLOWANCE

#### 12.1 Teachers and school officers

12.1.1 Any teacher or School Officer who is required to relieve for ten continuous working days or more, another Employee who holds a designated position of responsibility or a higher School Officer Level position, and who performs the whole or the greater part of the duties and assumes the whole or the greater part of the responsibilities of that position, shall be entitled to receive, for the period of relief, the minimum allowance or rate of pay applicable for that position of responsibility or higher School Officer Level position.

#### 12.2 Deputy Principal

12.2.1 Where a Deputy Principal is appointed acting Principal for a period in excess of fifteen continuous working days such an acting Principal shall be entitled to receive, for the period of the appointment, a minimum rate of pay prescribed for that Principal position.

#### 12.3 Education officers

12.3.1 Any Education Officer who is required to relieve for twenty continuous working days or more, another Employee who holds a higher Senior Education Officer Grade or Level position, and who performs the whole or the greater part of the duties and assumes the whole or the greater part of the responsibilities of that position, shall be entitled to receive for the period of relief, the rate of pay applicable for that higher Grade or Level position.

#### 12.4 School Services Officers

- 12.4.1 A School Services Officer engaged for more than two hours during one day or shift on duties carrying a higher rate than their ordinary classification shall be paid the higher rate for such day or shift. If for two hours or less during one day of shift they shall be paid the higher rate for the time so worked.

### 13. WORK ORGANISATION

- 13.1 An Employer may direct an Employee to carry out such duties as are reasonable within the **limits of the Employee's skill, competence and training, consistent with the classification** structure of this Agreement, provided that such duties are not designed to promote de-skilling.
- 13.2 An Employer may direct an Employee to carry out such duties and use such equipment as may be required, provided that the Employee has been properly trained in the use of such equipment (where relevant).
- 13.3 Any direction issued by an Employer pursuant to provisions 13.1 and 13.2 shall be consistent **with the Employer's responsibilities to provide a safe and healthy working environment.**

### 14. LEAVE WITH PAY

#### 14.1 Examinations

An Employee shall be entitled to leave with pay to attend compulsory examinations in courses **of study relevant to the Employee's classification under this Agreement.**

#### 14.2 Degrees and diplomas

An Employee shall be entitled to leave with pay for the purposes of having an appropriate degree/diploma or other approved qualification conferred on him or her in courses of study **relevant to the Employee's classification under this Agreement.**

#### 14.3 Infectious diseases

An Employee shall be entitled to leave with pay when the Employee contracts one of the following infectious diseases through a contact in the workplace and where the Principal/Employer is satisfied that the disease is prevalent in the workplace: German measles, chicken pox, measles, mumps, glandular fever, scarlet fever, whooping cough, rheumatic fever, hepatitis. The Employee must produce a medical certificate which specifically names the disease and the Employee shall request in writing that the leave not be debited against sick leave.

#### 14.4 Jury service

- 14.4.1 An Employee required under the Juries Act 2000 (Vic) to appear and serve as a juror in any court shall be entitled to be granted leave with pay for the period during which attendance at court is required.
- 14.4.2 An Employee must provide written proof to the Employer of the requirement to attend for jury service and an estimate of the duration of the absence from duty if given by the court.

14.4.3 Any payments made to the Employee by Court Authorities with respect to jury service by way of a prescribed rate of remuneration but excluding allowances shall be reimbursed to the Employer.

#### 14.5 Personal leave – general provisions

The provisions of this clause apply to full-time and regular part-time Employees but do not apply to casual Employees. The entitlements of casual employees are set out in clause 9.5.

##### 14.5.1 Amount of paid personal leave:

14.5.1(a) Paid personal leave will be available to an Employee, when they are absent due to:

due to personal illness or injury (sick leave); or for the purposes of caring for an immediate family or household member who is sick and **requires the Employee's care and support or who requires the employee's care due to an unexpected emergency (carer's leave).**

14.5.1(b) Personal leave of fifteen days will be available in the first and subsequent years of service.

14.5.1(c) In any year unused personal leave accrues at the rate of the lesser of:

14.5.1(c)(i) fifteen days sick leave per year less the amount of **sick leave taken from the current year's personal entitlement** in that year; or

14.5.1(c)(ii) **the balance of that year's unused** sick leave.

##### 14.5.2 Immediate family or household

14.5.2(a) **The entitlement to use personal leave for the purposes of carer's leave** is subject to the person being either;

14.5.2(a)(i) **a member of the Employee's immediate family; or**

14.5.2(a)(ii) **a member of the Employee's household.**

14.5.2(b) The term immediate family includes:

14.5.2(b)(i) spouse (including a former spouse, a de facto spouse and a former de facto spouse) of the Employee who lives with the Employee as his or her husband or wife on a bona fide domestic basis; and

14.5.2(b)(ii) child or an adult child (including an adopted child, a step child or an ex-nuptial child), parent, grandparent, grandchild or sibling of the Employee or spouse of the Employee.

14.5.3 Personal leave for personal injury or sickness (sick leave)

An Employee shall be entitled to leave with pay when unable to perform duties because of personal ill health or accident provided that:

14.5.3(a) at the commencement of employment, a full-time Employee shall be entitled to fifteen days of sick leave, except where such an Employee commences at a day other than the first day of the school year, in which case such an Employee shall receive a pro-rata entitlement;

14.5.3(b) a full-time Employee shall have fifteen sick leave days added to their entitlement at the beginning of each school year;

14.5.3(c) part-time Employees have a pro-rata entitlement to these fifteen sick days calculated in hours per annum;

14.5.3(c)(i) entitlement per annum = hours employed per week x 3

14.5.3(c)(ii) any unused sick leave at the end of each school year shall be converted to days per annum on the following basis:

14.5.3(c)(ii)(1) Teacher School Adviser, or Category B Placed Teacher

Cumulative days = unused hours ÷ 5 (Primary)  
or Cumulative days = unused hours ÷ 4 (Secondary)

14.5.3(c)(ii)(2) School Officer, Education Officer, Senior Education Officer, Catholic Education Office Clerical Employee or Category A Placed Teacher

Cumulative days = unused hours ÷ 7.6

14.5.3(d) any unused sick leave is fully cumulative and portable between Employers bound by this Agreement in respect of those workplaces listed in Appendix 8 of this Agreement (subject to continuous service as defined in clause 23 – Service continuity).

14.5.3(e) Employees on fixed term appointments have a pro-rata entitlement to these fifteen sick days, calculated as a proportion of the term of the **contract to a full year's employment.**

- 14.5.3(f) **the Employer shall deduct from the Employee's sick leave credit to the limit of the credit available;**
- 14.5.3(f)(i) any days or part days for full-time Employees; and
- 14.5.3(f)(ii) any hours for part-time Employees, when the employee has been absent.
- 14.5.3(g) the Employee shall produce a certificate of a registered health practitioner or other evidence satisfactory to the Employer/principal for:
- 14.5.3(g)(i) any absence of more than two consecutive working days;
- 14.5.3(g)(ii) any absences where the number of sick days already taken without the production of a certificate of a registered health practitioner exceeds ten working days in the one school year (as defined);
- 14.5.3(g)(iii) any absence on the week day immediately before or immediately after a public holiday so long as that week day is a working day.
- 14.5.3(h) during an extended period of paid sick leave an Employee may be required to produce a medical certificate every 28 days.
- 14.5.3(i) the Employee shall not be entitled to paid sick leave;
- 14.5.3(i)(i) where sick leave credits are exhausted; or
- 14.5.3(i)(ii) unless that Employee, or the authorised representative or the Employee, within at least two hours after the normal commencement time of that Employee, or as soon as reasonably practicable after that time, notifies the Employer **of the Employee's inability to attend** for duty and the estimated duration of the absence.
- 14.5.3(j) where a full-time Employee changes employment during a school year, and has an entitlement to portability of sick days under 14.5.3(d), the total amount of sick leave credited for that school year shall not exceed fifteen days, or pro-rata for a part-time Employee.
- 14.5.3(k) an Employee who is unable to perform duties because of personal ill health or accident, and where paid sick leave credits have been exhausted, shall be entitled to unpaid sick leave. This entitlement is subject to the production at least each 28 days of a certificate of a legally qualified medical practitioner or other evidence satisfactory to the Employer.

- 14.5.4 Personal leave to care for an immediate family or household member (Carer's leave)
- 14.5.4(a) Subject to 14.5.4(b) and (c) an Employee is entitled to use up to twenty days personal leave each year to care for members of their immediate family or household (as defined in clause 14.5.2) who are sick and require care and support or who require care due to **an unexpected emergency. This limit applies to the Employee's total accrued personal leave which includes any untaken personal leave from the current year's entitlement and any untaken personal leave which has accumulated from previous years.**
- 14.5.4(a)(i) Notwithstanding the provisions of clause 14.5.4(a) above an Employee who has an accrued entitlement to extended family **leave/carer's leave (accrued during the period July 1995 to January 1999)** shall first use that entitlement and may access all or any part of it in one year.
- 14.5.4(b) **The unused entitlement to take personal leave as carer's leave under 14.5.4(a) which is in excess of the entitlement under the Australian Fair Pay and Conditions standard does not accumulate and each day of carer's' leave taken diminishes the personal leave entitlement as provided for by clause 14.5.1 of this agreement.**
- 14.5.4(c) Evidence supporting claim
- The Employee shall, if required, establish by production of a medical certificate or statutory declaration, the illness of the person concerned and that the Employee is responsible for the care of the person concerned.
- 14.5.4(d) Employee must give notice
- The Employee shall, wherever practicable, give the Employer notice prior to the absence of the intention to take leave, the name of the person requiring care and their relationship to the Employee, the reasons for taking such leave and the estimated length of absence. If it is not practicable for the Employee to give prior notice of absence, the Employee shall notify the Employer by telephone of such absence at the first opportunity on the day of absence.
- 14.5.4(e) By agreement between an Employer and an individual Employee, the Employee may access an additional amount of their accrued **personal leave for carer's leave as defined at 14.5.4(a) beyond the relevant limit set out above at 14.5.4(a).** In such circumstances, the Employer and the Employee shall agree upon the additional amount that may be accessed.
- 14.5.4(f) Where no personal leave entitlement is available an Employee is entitled to take up to 20 days of carer's leave without pay.

- 14.5.4(g) Where an Employee has no entitlement to carer's leave (with or without pay) any request for leave for such purposes will be given due consideration by the Employer.
- 14.5.5 Compassionate Leave
- The provisions of this clause apply to full-time and regular part-time Employees (on a pro-rata basis) but do not apply to casual Employees. The entitlements of casual Employees are set out in clause 9.5.
- 14.5.5(a) Paid leave entitlement
- 14.5.5(a)(i) An employee, other than a casual Employee, is entitled to up to three days compassionate leave on each occasion on which a member of the **Employee's immediate family or household (as defined in clause 14.5.2)** in Australia dies.
- 14.5.5(a)(ii) An employee, other than a casual Employee, is entitled to up to two days compassionate leave on each occasion on which a member of the **Employee's immediate family or household (as defined in clause 14.5.2)** in Australia contacts or develops a personal illness or sustains a personal injury that poses a serious threat to his or her life. The taking of such leave can only occur once for each occasion of injury or illness and may be taken at any time during the injury or illness.
- 14.5.5(b) Unpaid leave entitlement
- Where an Employee has exhausted all bereavement leave entitlements, the Employee will be entitled to three days unpaid bereavement leave.
- 14.5.5(c) Evidence supporting claim
- The Employer may require the employee to provide satisfactory **evidence of the death of a member of the Employee's immediate family**.
- 14.6 Long Service Leave
- 14.6.1 The entitlement to long service leave is contained in Appendix 6 to this Agreement.
- 14.7 Sabbatical Leave
- 14.7.1 An Employee, other than a temporary or casual Employee, may apply to the Employer to participate in an agreed Sabbatical Leave arrangement. The Employer may grant such leave, as a form of leave without pay, taking into account the overall needs of the school. The agreement should be in writing setting out the period of the leave to be taken.

- 14.7.2 The agreed Sabbatical Leave arrangement will usually take the following form :
- 14.7.2(a) a 5 year agreement;
  - 14.7.2(b) in the first 4 years wherein the Employer agrees, if requested by the Employee, to transfer some of the Employee's net salary (ordinarily 20%) into an account nominated by the Employee and established for the purpose of funding the Sabbatical Leave;
  - 14.7.2(c) the 5th year as Sabbatical Leave commencing on the first day of Term 1 and continuing until the end of that school year.
- 14.7.3 The Sabbatical Leave year may be taken in conjunction with other forms of leave, such as Long Service Leave, provided that the period of leave does not exceed one year, unless the Employer and the Employee otherwise agree in writing.
- 14.7.4 For the purposes of all entitlements under the Agreement, the period of Sabbatical Leave shall be treated as Leave Without Pay taken and granted pursuant to Clause 15 of the Agreement.
- 14.7.5 Prior to the Sabbatical Leave commencing, if there are exceptional circumstances either the Employer or the Employee may withdraw from the agreed arrangement in which case one whole school term's notice in writing must be given setting out those exceptional circumstances.

## 15. LEAVE WITHOUT PAY

- 15.1 While an Employee has the right to apply for leave without pay, the granting of such leave is at the discretion of the Employer.
- 15.2 Leave without pay does not break continuity of service but is not to be taken into account in calculating the period of service for any purpose of this Agreement where the period of leave without pay is in excess of fifteen days in a school year.
- 15.3 Leave without pay diminishes the entitlement an Employee would otherwise have to School Holidays, annual leave and leave loading under this Agreement for periods of leave without pay in excess of fifteen days, in that school year, in direct proportion to the amount of leave without pay taken.
- 15.3.1 If an Employee is granted extended leave without pay, (i.e. four months or more) **the question of the Employee's specific duties on return to work should be** considered before the granting of such leave and any arrangements made should be documented. If no such prior arrangement is made, an Employee upon return to work shall be entitled to a position commensurate with their qualifications and experience in the case of Principals and teachers or at the same Level of Classification in the case of School Officers, Education Officers, Senior Education Officers and Catholic Education Office Clerical Employees.
  - 15.3.2 When an Employee is on extended leave without pay, the Employee shall confirm an intention to return to work between ten and seven working weeks prior to the expiry of the leave.

- 15.3.3 If no confirmation of an intention to return to work is received within seven working weeks prior to the expiry of the leave, the Employee shall not be entitled to return to duty until the notice prescribed in 15.3.2 above has been given in writing to the Employer. Provided that the Employer has the right to require that an Employee shall recommence duty either on the recommencement day originally approved or at the commencement of the next school term after the notice period expires or at any other time agreed by the Employer and the Employee. Such notice must be given prior to the expiration of the leave and must contain reasons why the required notice was not given in accordance with clause 15.3.2 above.
- 15.3.4 If an Employee does not provide written notice of a return to work in accordance with clause 15.3.2 and no arrangement has been made in accordance with clause 15.3.3, the Employer shall be entitled to apply, from the date of expiry of the approved leave without pay, the provisions of clause 9.4.

#### 15.4 Special Provisions CEO Employees

- 15.4.1 Notwithstanding any other provision of this Agreement, a Speech Pathologist, Psychologist (CEO), Education officer or CEO Clerical and administrative Officer, who has applied for and been granted leave without pay by the Employer for a period or periods in the year up to a total of 8 weeks following the application, may with the agreement of the Employer, be paid for the whole of the year at a proportionate rate of pay.
- 15.4.2 The proportionate rate of pay shall be calculated on a pro rata basis based on the salary to be paid for the number of weeks actually worked in the year divided by 52.18.
- 15.4.3 Accrual of sick leave, and long service leave shall remain unchanged.
- 15.4.4 A Speech Pathologist, Psychologist (CEO), Education officer or CEO Clerical and administrative Officer who takes 15 days or less of leave without pay shall not suffer a reduction in annual leave or annual leave loading.

#### 16. PARENTAL LEAVE

- 16.1 The entitlements to maternity, paternity and adoption leave in connection with the birth or adoption of a child for all Employees covered by this Agreement shall be as provided in Appendix 1 of this Agreement.
- 16.2 The entitlement to parental leave payment for eligible Employees covered by this Agreement shall be as provided in Appendix 1 of this Agreement.

#### 17. PAYMENT OF WAGES AND ALLOWANCES

##### 17.1 Timing

Wages and allowances shall be paid at least once in every fortnight throughout the school year, except that, subject to clause 7 - Annual leave and school holiday pay and leave loading, such wages and allowances may be paid in advance at the discretion of the Employer.

17.2 Method of payment

Wages and allowances shall be paid by cheque or electronic funds transfer by choice of the Employer. Where an Employee is paid by direct transfer such payments shall be transferred **into an account of the Employee's nomination in any bank or recognised financial institution.**

17.3 Composition of payment

17.3.1 By written agreement between the Employer and the Employee, a proportion of the **Employee's wages and allowances may be paid as an Employer contribution to the Employee's superannuation fund. Any such Employer contribution to a superannuation fund must be in addition to the Employer's obligation under the Superannuation Guarantee (Administration) Act 1992.**

17.3.2 By written agreement between the Employer and a school principal, a proportion of **the principal's wages may be directed towards the payment of a novated car lease** in accordance with the guidelines issued by the Diocesan Catholic Education Office which shall be provided to the principal.

17.4 Error in payment

When an error in payment of wages and/or allowances has been made, discussions will take place between the Employee and the Employer/principal regarding a scheme of payment to rectify the error.

17.5 Remuneration packaging

The conditions of remuneration packaging are contained in Appendix 7 of this Agreement.

18. PROTECTIVE CLOTHING

Where protective clothing is deemed necessary by the Employer such clothing shall be either provided by the Employer or cleaning costs incurred by the Employee shall be reimbursed.

19. PUBLIC HOLIDAYS

19.1 Standard days

19.1.1 An Employee shall be entitled to holidays on the following days:

19.1.1(a) **New Year's Day, Good Friday, Easter Saturday, Easter Monday, Christmas Day and Boxing Day; and**

19.1.1(b) the following days, as prescribed in Victoria: **Australia Day, Anzac Day, Queen's Birthday and Labour Day; and**

19.1.1(c) Melbourne Cup Day or any other day substituted by Act of Parliament or Proclamation.

19.2 Holidays in lieu

19.2.1 When Christmas Day is a Saturday or a Sunday, a holiday in lieu thereof shall be observed on 27 December.

19.2.2 When Boxing Day is a Saturday or a Sunday, a holiday in lieu thereof shall be observed on 28 December.

19.2.3 **When New Year's Day or Australia Day is a Saturday or Sunday, a holiday in lieu thereof shall be observed on the next Monday.**

### 19.3 Additional days

Where in Victoria, public holidays are declared or prescribed on days other than those set out in clause 19.1.1(a) and 19.1.1(b) above, those days shall constitute additional holidays for the purpose of this Agreement.

### 19.4 Substitute days

19.4.1 An Employer and his or her Employees may agree to substitute another day for any prescribed in clause 19. For this purpose, the consent of the majority of affected Employees shall constitute agreement. An Employer proposing such a substitution shall provide advice of the proposal in writing to every affected Employee not less than four weeks prior to the date on which the majority of the Employees shall determine the question.

19.4.2 An agreement pursuant to clause 19.4.1 shall be recorded in writing and be available to every affected employee.

19.4.3 If an agreement is made under clause 19.4.1, an Employee may, if he or she has reasonable grounds for doing so, elect to refuse to work on the original prescribed public holiday. If an Employee makes such an election, then the Employee will be required to work on the relevant substituted day.

## 20. REDUNDANCY

20.1 Definitions, procedures and payments for redundancy are specified in Appendix 5.

## 21. CASUAL RELIEVING EMPLOYEES

### 21.1 Definition

A casual relieving employee is a casual employee employed under the notification provisions of clause 21.2 of this Agreement or an employee who exceeded the duration of employment limits placed on casual employees in clauses 31.2.4, 32.4.4 and 52.4.5 respectively.

### 21.2 Notification

21.2.1 At the time of appointment, the Employer shall provide written advice to the casual relieving Employee, indicating:

21.2.1(a) the temporary nature of the employment;

21.2.1(b) the expected duration of the appointment; and

21.2.1(c) that the period of appointment can be varied at any time subject to the return to work of the Employee being relieved.

21.3 Casual Relieving teachers

A casual relieving teacher may work the same hours as a full time teacher or part thereof for a specified period of time greater than three consecutive weeks in any one school year but less than eleven consecutive working weeks.

21.4 Casual Relieving School Officers and School Services Officer

A casual relieving School Officer or School Services Officer may work the same hours as a full time, school officer or school service officer, or part thereof for a specified period of time greater than seven working weeks in any one school year but less than eleven consecutive working weeks.

21.5 Loading

21.5.1 A casual relieving Employee shall be paid a loading of 20 per cent on that **Employee's salary in lieu of the following benefits:**

21.5.1(a) Clause 6 - Accident make-up pay;

21.5.1(b) Clause 7 - Annual leave and school holiday pay and leave loading;

21.5.1(c) Clause 14.5 - Personal leave;

21.5.1(d) Clause 25 - Termination, except that clause 25.2 shall apply.

22. REPLACEMENT EMPLOYEES

22.1 Definition

A replacement Employee is an Employee who is employed for a specified period of time on either a full-time or a part-time basis for at least eleven school weeks to replace another Employee absent on extended leave.

22.2 Notification

At the time of appointment, the Employer shall provide written advice to the replacement Employee indicating the temporary nature of the employment and the rights under this Agreement of the Employee who is being replaced.

22.3 Entitlements

22.3.1 Without limiting any other entitlement, a replacement Employee shall be entitled to the benefits of the following clauses on a pro-rata basis:

22.3.1(a) Clause 6 - Accident make-up pay;

22.3.1(b) Clause 7 - Annual leave and school holiday pay and leave loading;

22.3.1(c) Clause 14.5 - Personal leave.

23. SERVICE CONTINUITY

- 23.1 For the purposes of this Agreement, service shall be deemed to be continuous notwithstanding:
- 23.1.1 school holidays, annual leave or long service leave;
  - 23.1.2 sick leave or an absence covered by the provisions of the AC Act or the Transport Accident Act 1986 (Vic) where such absence is supported by a certificate from a qualified medical practitioner or other evidence satisfactory to the Principal/Employer;
  - 23.1.3 any other form of leave granted by the Employer;
  - 23.1.4 any absence with reasonable cause, supported by evidence satisfactory to the Principal/Employer;
  - 23.1.5 any interruption or termination of the employment by the Employer if such interruption or termination is made with the deliberate intention of avoiding the obligations imposed by this Agreement;
  - 23.1.6 any interruption to the employment arising directly or indirectly from an industrial dispute;
  - 23.1.7 any period between Employers up to a maximum of fifteen consecutive working days in any one school year.
  - 23.1.8 All other absences from service shall break continuity of service.
- 23.2 In calculating a year of service the following shall be included:
- 23.2.1 school holidays, annual leave or long service leave;
  - 23.2.2 personal leave to the extent of personal leave credits;
  - 23.2.3 absences covered by the AC Act to the extent of accident make up pay;
  - 23.2.4 absences covered by the Transport Accident Act 1986 (Victoria) to a maximum of six months;
  - 23.2.5 leave granted with pay;
  - 23.2.6 leave without pay up to a maximum of fifteen days in any one year;
  - 23.2.7 any period between Employers up to a maximum of fifteen consecutive working days in any one school year;
  - 23.2.8 All other absences shall be excluded.

## 24. SUPERANNUATION

### 24.1 Entitlement

All Employees, other than casual Employees or emergency teachers, unless entitled by virtue of the provisions of the Superannuation Guarantee (Administration) Act 1992, shall be entitled to have payments made into an approved Superannuation Fund, the choice of fund to be in accordance with clause 24.2.

### 24.2 Choice of funds

24.2.1 Within 15 days of commencement of service with an Employer, an Employee shall be entitled to elect to have the Employer's superannuation contributions paid into the Employee's account with the Catholic Superannuation Fund, or the Australian Retirement Fund or another compliant fund.

24.2.2 An Employee may vary the choice of superannuation fund only once in a twelve month period.

24.2.3 Should the Employee fail to notify the Employer of the Fund elected, within 15 days of commencement of service with that Employer, then the Employer may open an account on the Employee's behalf with the Catholic Superannuation Fund.

## 25. TERMINATION OF EMPLOYMENT

### 25.1 Termination by the Employer

25.1.1 **An Employer may terminate an Employee's employment in accordance with this clause:**

25.1.1(a) summarily;

25.1.1(b) on **notice, for reasons related to the Employee's conduct or performance;**

25.1.1(c) on notice, as a consequence of redundancy.

### 25.2 Summary dismissal

25.2.1 **An Employer may terminate an Employee's employment summarily where that Employee is guilty of serious misconduct, that is misconduct of a kind such that it would be unreasonable to require the Employer to continue the employment during the notice period.**

25.2.2 In such cases salary shall be paid up to the time of dismissal only.

25.3 Notice of termination by the Employer

25.3.1 School Officers, School Services Officers, Education Officers/Senior Education Officers and Catholic Education Office Clerical Employees.

25.3.1(a) The Employer shall give to these Employees the following notice:

Period of continuous service	Period of notice
Less than 1 year	1 week
1 year but less than 3 years	2 weeks
3 years but less than 5 years	3 weeks
5 years and over	4 weeks

25.3.1(b) In addition to the notice in clause 25.3.1(a) Employees over 45 years of age at the time of the giving of notice who have not **less than two years' continuous service, shall be entitled to an additional week's notice.**

25.3.2 Teachers and principals

25.3.2(a) The Employer shall give to the teacher or principal the following notice:

Period of continuous service	Period of notice
------------------------------	------------------

Less than 10 years in Catholic education and less than 5 years in their current school	7 weeks, wholly within one term
10 or more years in Catholic education or 5 or more in their current school	12 weeks, 9 of which shall be working weeks

25.3.2(b) For the purposes of this clause working week includes any week during a school term as defined.

25.3.3 Payment in lieu of the notice prescribed in clause 25.3.1 and clause 25.3.2 shall if appropriate notice period is not given.

25.3.4 Employment may be terminated by the Employer giving part of the period of notice specified and part payment in lieu thereof.

25.3.5 Payment in lieu of notice is calculated by taking the amount of salary an Employee would have received on account of ordinary time which the Employee would have **worked during the notice period if the Employee's employment had not been terminated.**

25.3.6 The period of notice in this clause shall not apply in the case of an Employee whose employment is for a specified period of time.

## 25.4 Notice of termination by the Employee

25.4.1 The notice of termination to be given by an Employee shall be:

25.4.1(a) the same as that required of an Employer in clause 25.3.1; or

25.4.1(b) seven weeks in the case of a teacher or Principal; or

25.1.1(c) any lesser period of notice agreed to by the Employer.

25.4.2 **Where an Employee fails to give at least four weeks' notice or in respect of School Officers and School Services Officers such lesser period of notice as the Agreement requires, the Employer shall, subject to the minimum requirements of the Australian fair pay and conditions standard, have the right to withhold from moneys due up to an amount equal to one week's ordinary time rate of pay for each week of the required notice not given, up to a maximum of four weeks at the ordinary time rate of pay.**

## 25.5 Time off during notice period

Where an Employer has given notice of termination to an Employee, an Employee shall be **allowed up to one day's time off** without loss of pay for the purpose of seeking other employment. The time off shall be taken at a time or times that are convenient to the Employee after consultation with the Employer.

## 26. TRAVEL AND EVENING MEAL ALLOWANCES

### 26.1 Travel Allowance

Employees required by their Employer to use their own motor vehicle in the performance of their duties shall be entitled to claim and, where such a claim is made, be paid an allowance at the rate per kilometre as set down from time to time by the Commonwealth Taxation Office for tax deduction purposes.

### 26.2 Provision of an Evening Meal

The Employer will supply the Employee with a meal should the Employer require the Employee to remain at school continuously after 7.00 p.m. on any day, provided that the Employee has worked a minimum of five hours that day. This provision shall not apply to persons employed as School Services Offices.

---

PART 3

TEACHERS:  
SALARIES AND  
SPECIFIC CONDITIONS  
OF SERVICE

---



## PART 3 – TEACHERS: SALARIES AND SPECIFIC CONDITIONS OF SERVICE

### 27. WAGES, DEFINITIONS, ALLOWANCES AND WORKLOAD

#### 27.1 Teachers

- 27.1.1 The dimensions of teaching and professional standards are set out in Appendix 3.
- 27.1.2 The classification structure with rates of pay for teachers is specified in Schedule 1, or in accordance with an agreement to salary package pursuant to Appendix 7 (Remuneration Packaging) of this Agreement. Teachers appointed to a position of leadership will be paid an allowance in accordance with the table in Schedule 3.
- 27.1.3 Teachers shall be paid at their appropriate classification subject to the provisions of clause 28, or as specified in part 3 of this Agreement.

#### 27.2 Deputy Principals

- 27.2.1 The classification structure and rates of pay for deputy principals are specified in Schedule 2 or in accordance with an agreement to salary package, pursuant to Appendix 7 (Remuneration Packaging) of this Agreement.
- 27.2.2 Deputy Principals shall be paid at their appropriate classification subject to the provisions of clause 28, or as specified in part 3 of this Agreement.

#### 27.3. School Advisors

A teacher appointed as a School Adviser shall be paid the allowance specified in Schedule 3 of this Agreement.

#### 27.4 Placed teachers

##### 27.4.1 Category B

- 27.4.1(a) A teacher appointed as a Category B Placed Teacher shall be paid the allowance specified in Schedule 3 of this Agreement.
- 27.4.1(b) A teacher appointed as a Category B Placed Teacher is one who normally works school term time only and receives paid school holidays in accordance with clause 7 – Annual leave and school holiday pay and leave loading.

##### 27.4.2 Category A

- 27.4.2(a) A teacher appointed as a Category A Placed Teacher shall be paid the allowance specified in Schedule 3 of this Agreement in addition to the allowance in Schedule 5.
- 27.4.2(b) A teacher appointed as a Category A Placed Teacher is one who is required to work a 38 hour week with four weeks annual leave.

## 27.5 Workload/Consultation

27.5.1 No teacher employed in a Catholic school shall be required to perform an unfair, unreasonable or excessive workload. In making determinations about the work of teachers the school shall attempt to provide for equitable workloads across the school and amongst teachers.

27.5.2 The provisions relating to school level consultation about class sizes, scheduled class time (including limits) and positions of leadership are contained in Appendix 4.

## 27.6 Hours of work

27.6.1 Subject to 27.5 the hours of work for teachers shall consist of an average of 38 hours per week averaged over a school term plus reasonable additional hours.

27.6.2 The parties agree that:

- (i) **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.**
- (ii) There is no set attendance requirement for teachers at the workplace beyond their scheduled duties including classroom teaching.

## 27.7 Reasonable additional hours

27.7.1 In determining whether additional hours that an employee is required or requested by an employer to work are reasonable additional hours, all relevant factors must be taken into account. Those factors may include, but are not limited to, the following:

- (a) **any risk to the employee's health and safety that might reasonably be expected to arise if the employee worked the additional hours;**
- (b) **the employee's personal circumstances (including family responsibilities);**
- (c) the operational requirements of the workplace, or enterprise, in relation to which the employee is required or requested to work the additional hours;
- (d) any notice given by the employer of the requirement or request that the employee work the additional hours;
- (e) **any notice given by the employee of the employee's intention to refuse to work the additional hours;**
- (f) whether any of the additional hours are on a public holiday;
- (g) **the employee's hours of work over the 4 weeks ending immediately before the employee is required or requested to work the additional hours.**

Note: An employee and an employer may agree that the employee may take breaks during any additional hours worked by the employee.

## 28. TEACHER CLASSIFICATION STRUCTURE AND INCREMENTAL PROGRESSION

### 28.1 Structure

28.1.1 There are three levels of teachers, Graduate, Accomplished and Expert. Graduate Teacher has two levels, G1 and G2. Accomplished Teacher has 5 levels, A1 to A5. Expert Teacher has 4 levels, E1 to E4.

Teachers progress annually from Graduate through to Expert subject to the provisions of this clause and Appendix 2.

28.1.2 The standards of Teacher Professional Practice relevant to the structure are set out at Appendix 3. In conjunction with an Annual Review Meeting (clause 28.3) and years of experience (Appendix 2) teachers can progress to Level E4.

28.1.3 The entry level for teachers with provisional or full registration pursuant to the Victorian Institute of Teaching Act is subdivision G1 or at that subdivision as is commensurate with their years of experience (Appendix 2) Assessment on commencement of the subdivision at which a teacher commences in Catholic Education will be made using the method set out in Appendix 2.

28.1.4 Teachers with Permission to Teach Casual Relief Teacher - PTT (CRT) Category 1 pursuant to the Victorian Institute of Teaching Act shall be paid as an emergency teacher.

28.1.5 Teachers with Category 2 Permission to Teach (PTT) pursuant to the Victorian Institute of Teaching Act shall be paid as following:

28.1.5(a) Teachers formerly described as PTT Division 1 teachers, ( teachers within one full year of completing an initial course of teacher education) shall be paid at the appropriate salary subdivision commencing at G1 commensurate with years of experience (Appendix 2), and, in conjunction with an Annual Review Meeting (clause 28.3), years of experience (Appendix 2) and demonstration of a significant regime of Professional Learning can progress to E4.

28.1.5(b) Teachers formerly described as PTT Division 2 teachers, (subject specific teachers such as instrumental music teachers and teachers of religion ) shall be paid at the appropriate salary subdivision commencing at G1 commensurate with years of experience (Appendix 2), and, in conjunction with an Annual Review Meeting (clause 28.3) can progress to A2.

28.1.5(c) Teachers formerly described as PTT Division 2 ( teachers with special permission to continue to teach under the Registered Schools Board ) and PTT Division 3 teachers – ( teachers of VET in schools who do not qualify for full registration) shall be paid at G1.

28.1.6 Service as an Education Officer shall count as experience as a teacher.

## 28.2 Additional Qualifications for Registered Teachers

- a. With effect from the Commencement date of this Agreement, a teacher shall be entitled to advance up the incremental scale by one sub division if he or she has successfully completed a qualification of Masters degree or its equivalent or higher. Where a teacher obtains a second or subsequent Masters degree or equivalent or higher, they shall be entitled to advance a further subdivision in accordance with the provisions of this clause.
- b. The qualification must be attained according to standards adopted and approved by Australian tertiary institutions and must be equivalent to at least 1 year of full time study.
- c. The additional sub division shall only be granted from 1 May following the date on which the extra qualification was attained.
- d. It is a requirement of this Agreement that the employee notify the employer in writing of the acquisition of additional qualifications together with the production of satisfactory evidence to this effect. Notwithstanding anything to the contrary an entitlement derived from the acquisition of additional qualifications shall not pre-date the date of notification

Notwithstanding the provisions of 28.1.1 (a) to (d) a teacher employed at the commencement of this Agreement who acquires an approved additional qualification under the provisions of the Victorian Catholic Schools and Catholic Education Offices Agreement (2004-2007) before the end of the 2008 tertiary academic year shall be entitled to advance an additional step up the incremental scale from 1 May 2009.

### 28.2.4 Accelerated Advancement

A teacher may be considered for accelerated advancement up the incremental scale in their school in accordance with procedures determined by the employer.

## 28.3 Annual Review meeting

- 28.3.1 A teacher is required to participate in an Annual Review Meeting with the principal **or the principal's nominee. This meeting will be formative. The meeting will focus** on affirming achievement and suggesting avenues for professional development in accordance with the skills identified in Appendix 3.
- 28.3.2 During the year at Levels G2 and A5 the ARM should be used for a more substantial formative review of the previous years **and renewal of the teacher's** performance for the future in accordance with the skills in Appendix 3.
- 28.3.3 At G2 the review will be based on the Standards at Appendix 3 clause 2.0. At A5 the review will be based on the Standards at Appendix 3 clause 3.0
- 28.3.4 The Annual Review Meeting may not be used as a substitute for Due Process.

## 29. DEPUTY PRINCIPAL CLASSIFICATION STRUCTURE AND INCREMENTAL PROGRESSION

### 29.1 Structure

- 29.1.1 There are seven levels of deputy principal based on enrolment and the provisions of this clause. Categories A and B apply in secondary schools and Category B applies in primary schools. Allowances are payable to deputy principals in primary schools who are below Level E-4 **on the Teachers' incremental scale.**

- 29.1.2 In a secondary school where there is a deputy principal appointed and there is only one such appointment it is made at the Category A rate of the appropriate Level.
- 29.2 Level
- 29.2.1 The Level of the deputy principal is determined according to the enrolment of the school, or the enrolment that it is expected to rise to, or fall to, during the period of the appointment of the deputy principal.
- 29.2.2 Where there has been no significant increase or decrease in enrolment over the preceding three years, and no likelihood of such in the next three years, the enrolment (as defined) prior to the first year of appointment shall establish the Level of the deputy principal.
- 29.2.3 Where it is known that a school's enrolment will increase significantly during the period of appointment, the deputy will be appointed to the Level it is anticipated the school's enrolment will reach during the period of appointment.
- 29.2.4 Where it is known that a school's enrolment will decrease significantly during the period of appointment, the deputy will be appointed to the Level it is anticipated the school's enrolment will fall to during the appointment period. The Employee shall be given written notice of this classification prior to appointment and at the **Employee's request the Employee's nominated representative shall be consulted** regarding the decreases of enrolments prior to the appointment taking place
- 29.2.5 In any year where a school's enrolment, as at the February census, is above or below the limit for the Level to which the deputy has been appointed, the Level to which the deputy has been appointed shall not change. Where that February enrolment exceeds the upper limit for the Level to which the deputy has been appointed, the next higher salary in the Level above shall apply for that year.
- 29.3 Sub-division - Previous Experience as a Deputy
- 29.3.1 Appointment of a deputy with experience as a deputy to a school at a higher Level than the previous school shall be at sub-division 1 of that Level or to that sub-division which equals the existing salary, whichever is the higher. Where the deputy has been at the existing salary for 12 months or more, the appointment will be to the sub-division at the next higher salary.
- 29.3.2 Appointment to a school at a lower Level shall be to that sub-division, within the lower Level, which equates with the existing salary, or where that does not exist, to that subdivision and salary which recognizes years of service as a deputy principal.
- 29.4. Incremental progression
- 29.4.1 Where a deputy principal commences on subdivision 1 of the relevant Level there is automatic progression to subdivision 2 at the end of the first year of appointment.
- 29.4.2 A deputy principal shall be entitled to advance to the next salary sub-division within that Level, in accordance with the provisions of Appendix 2 of this Agreement, and subject to either a satisfactory Annual Written Report, based on the role description, or a satisfactory Annual Review Meeting.

- 29.5 Annual Review Meeting/Annual Written Report
- 29.5.1 The principal in conjunction with the deputy principal shall determine whether the Annual Written Report or the Annual Review Meeting is used.
- 29.5.2 The principal in conjunction with the deputy principal will determine the timing and format of the Annual Review Meeting or Annual Written Report.
- 29.5.3 The principal will determine whether the Annual Review Meeting or Annual Written Report is satisfactory.
- 29.5.4 Where incremental progression does not occur a Deputy Principal may invoke the Grievance procedures of this Agreement (Clause 10). The parties to this agreement agree that where there is a grievance about the refusal to advance a Deputy Principal to the next increment, the Australian Industrial Relations Commission or its successor will determine the matter.
- 29.6 Conclusion of Contract
- 29.6.1 Where the contract of a Deputy Principal in receipt of a salary is not renewed by the employer, he/she will revert to Level E-4 of the teachers' salary scale.
- 29.6.2 Where the contract of a Deputy Principal in receipt of an allowance is not renewed by the employer, they shall no longer be entitled to the allowance

30. PART-TIME TEACHERS

- 30.1 The number of hours of scheduled class time and duties of a part-time teacher shall be set out in writing by the Employer at the time of engagement and at any other time when a variation occurs.
- 30.2 A part-time teacher's weekly rate of pay shall be assessed according to the appropriate formula clause 30.2.1 or clause 30.2.2:
- 30.2.1 Teachers of Primary Classes (as defined)
- $$\frac{\text{Hours}}{25} \times \text{the appropriate full-time weekly salary + allowance}$$
- 30.2.2 Teachers of Secondary Classes (as defined)
- $$\frac{\text{Hours}}{20} \times \text{the appropriate full-time weekly salary + allowance}$$
- Note: Hours = the number of hours of scheduled class time for the teacher and/or duties in lieu of those scheduled class times.
- 30.3 A part-time teacher in a Primary School shall be given a proportional amount of 2 hours release time for preparation and correction as given to a full-time teacher in that school.
- 30.4 A part-time teacher shall be expected to undertake a proportional number of duties normally expected of a full-time teacher in that school; e.g. yard supervision, staff meetings, etc.

30.5 Additional hours

30.5.1 Where an Employer requires and the part-time teacher agrees to work additional hours, the teacher shall be paid for each additional hour or part thereof at that **teacher's normal part-time** hourly rate of pay. Such additional hours worked under this arrangement shall not result in proportionate adjustments under any other clause in this Agreement.

30.5.2 Part time teachers who work ad hoc additional hours in accordance with Clause 30.5.1 of this Agreement will be paid a loading of 18% for each additional hour or part thereof. There will be no proportionate adjustments to other entitlements.

30.6 Variation of Hours

30.6.1 An Employer cannot vary the days and times of attendance of a part time teacher unless:

30.6.1(a) the teacher consents; or

30.6.1(b) it can be demonstrated that such a variation is required as a result of a change in funding/curriculum/enrolment needs. In this case, 7 weeks' notice in writing shall be given by the Principal/Employer. In the absence of the required notice and provided that the change involves **a drop in salary, the teacher's salary will be maintained** at its former level for the period of the notice not given.

30.6.1(c) In reaching the decision under clause 30.6.1(b) the school will consider the needs of the school, and the family needs of the teacher.

31. EMERGENCY TEACHERS

31.1 Definition

An emergency teacher is a casual employee appointed on an ad hoc basis for up to and including fifteen consecutive school days. An emergency teacher must be a registered teacher with the Victorian institute of teaching

31.2 Rate of Pay & Classification

31.2.1 **An emergency teacher's rate of pay and classification shall not be subject to clause 28.**

31.2.2 An emergency teacher shall be paid at the rate specified in Schedule 4 of this Agreement.

31.2.3 For the purposes of the WR Act the rate of pay in Schedule 4 is calculated on the **level G1 teacher classification's hourly rate of pay plus a loading of at least 20%**

31.2.4 For each day on which an emergency teacher is employed, that teacher shall be paid for two hours of work for the first two hours of work or part thereof and at the hourly rate for each subsequent hour or part thereof to a maximum of the daily rate

31.2.5 After fifteen consecutive school days of employment in the one school, and where the Employer wishes to extend the appointment, the teacher shall, for the remainder of the extended period, be classified and paid as a relieving teacher in accordance with clause 21 – Casual Relieving Employees, of this Agreement.

31.3 An emergency teacher shall not be entitled to any benefits pursuant to:

- 31.3.1 Clause 6 - Accident make-up pay;
- 31.3.2 Clause 7 - Annual leave and school holiday pay and leave loading;
- 31.3.3 Clause 14 - Leave with pay;
- 31.3.4 Clause 16 - Parental leave;
- 31.3.5 Clause 25 - Termination of employment;
- 31.3.6 Clause 27 - Wages Definitions, allowances and workload; and
- 31.3.7 Clause 28 - Teacher classification structure and incremental progression.

---

PART 4

SCHOOL OFFICERS:  
SALARIES AND  
SPECIFIC CONDITIONS  
OF SERVICE

---



## PART 4 – SCHOOL OFFICERS: SALARIES AND SPECIFIC CONDITIONS OF SERVICE

### 32. APPOINTMENT

- 32.1 A School Officer shall be employed as either:
- 32.1.1 **A Category “A” School Officer; or**
  - 32.1.2 **A Category “B” School Officer; or**
  - 32.1.3 **A Category “C” School Officer; or**
  - 32.1.4 **A “Casual” School Officer.**
- 32.2 Upon engagement the Employer shall appoint the School Officer to the appropriate classification Level as set out in clause 33 – Classification, based on the general work descriptions, the level of direction and supervision and the required duties. The pay subdivision within the Level will be determined by experience as set out in Appendix 2 and clause 35 -Experience. School Officers will be paid in accordance with the rates in Schedule 5.
- 32.2.1 The CECV and VIEU have agreed upon a set of indicative duties to assist in the classification process.
- 32.3 Upon engagement, the School Officer shall be given a letter of appointment which sets out the Level and the pay subdivision, together with the category of employment, the hours of duty, rate of pay, superannuation entitlements, long service leave provisions and any recall **obligations for Category “B” School Officers. In the case of Category “C” School Officers, the weeks of leave for the one school year shall be specified upon engagement and at the start of the year.**
- 32.4 For the purposes of this clause:
- 32.4.1 **A Category “A” School Officer is one who normally works 48 weeks per year and receives four weeks paid annual leave per year in accordance with clause 7 - Annual leave and school holidays;**
  - 32.4.2 **A Category “B” School Officer is one who normally works during the school term time only and receives paid school holidays in accordance with clause 7 - Annual leave and school holidays;**
  - 32.4.3 **A Category “C” School Officer is one who normally works 45 weeks per year and receives seven weeks paid school holidays in accordance with clause 7 - Annual leave and school holidays;**
  - 32.4.4 **A “Casual” School Officer is one who is employed for 35 or less consecutive days per school year.**

### 33. CLASSIFICATION

#### 33.1 School Officer Level 1 (Entry Level)

##### 33.1.1 General work description

33.1.1(a) This classification applies to Employees who are engaged in routine duties requiring no specific skill, prior experience or prior training. On the job training will be provided. The School Officer may be undertaking external training.

33.1.1(b) At the conclusion of the established training period or on successful completion of the training program, or on attaining satisfactory progress towards the acquisition of a relevant qualification, the School Officer will progress to the next level. The maximum duration for appointment at this Level is one year.

##### 33.1.2 Direction

The School Officer at this level requires direct supervision meaning:

- the work performed is checked regularly;
- the choice of actions required is clear;
- routines are established, methods and procedures are predictable.

##### 33.1.3 Supervision

The School Officer at this level receives direct supervision from a higher level School Officer (excluding Level Two), teacher or Principal. This School Officer does not supervise students without a higher level School Officer, Teacher or Principal being present. A School Officer at this level shall not supervise other School Officers.

##### 33.1.4 Experience/Qualifications

A School Officer at this level has no relevant experience or qualification to perform the tasks required.

#### 33.2 School Officer Level 2

##### 33.2.1 General work descriptions

33.2.1(a) An Employee at this level is not required to have any qualifications and is required to perform any combination of a wide range of functions under direct supervision. The School Officer, after gaining experience, may exercise some degree of autonomy and discretion. The School Officer at this level would need little or no prior experience to perform the tasks required.

##### 33.2.2 Direction

The School Officer at this level receives specific direction meaning:

- receives instructions on what is required and how it is to be performed;
- is subject to progress checks with tasks being continuously monitored;
- requires basic technical knowledge or prior experience.

### 33.2.3 Supervision

The School Officer at this level receives direct supervision from a higher level School Officer, Teacher or Principal. This School Officer does not supervise students without a higher level School Officer, teacher or Principal being present.

## 33.3 School Officer Level 3

### 33.3.1 General work description

33.3.1(a) An Employee at this level undertakes duties which require knowledge and skills which may be gained by the completion of a relevant one or two year post-secondary certificate or approved trade certificate or equivalent or from the on- the-job experience considered relevant by the Employer. The Employee may be required to perform any combination of a wide range of functions under routine direction but may, after gaining experience, exercise some degree of autonomy.

### 33.3.2 Direction

The School Officer at this level receives routine direction meaning:

- receives instructions on what is required, on unusual or difficult features and when new techniques or practices are involved, on the method of approach;
- is normally subject to progress checks usually confined to the unusual or difficult aspects, and has assignments reviewed on completion;
- has the technical knowledge and/or experience to perform basic duties usually without technical instructions.

### 33.3.3 Supervision

The School Officer at this level receives direct supervision from a higher level School Officer, Teacher or Principal. The School Officer may be required to supervise students while performing their normal duties but may not be used instead of a teacher to conduct classroom lessons, extras, etc. The School Officer at this level may be expected to supervise School Officers from Level one or two.

## 33.4 School Officer Level 4

### 33.4.1 General work descriptions

33.4.1(a) The Employee, in addition to the knowledge and skills required at Level three, is required to undertake duties needing additional experience or knowledge such as may be gained by the completion of a relevant three year post secondary qualification or from on-the-job experience considered relevant by the Employer.

33.4.1(b) The Employee is often required to exercise significant initiative and discretion and is required to demonstrate expertise.

#### 33.4.2 Direction

The School Officer at this level receives general direction meaning:

- receives general instructions, usually covering only the broader technical aspects of the work;
- may be subject to progress checks usually confined to ensuring that, in broad terms, satisfactory progress is being made;
- although technically competent and well experienced, may on occasion, receive more detailed instructions.

#### 33.4.3 Supervision

The School Officer at this level receives little direct supervision and is expected to take significant initiative and responsibility but is still responsible to a Level Five and Six School Officer, Teacher or Principal. The School Officer may be required to supervise students while performing their normal duties but may not be used instead of a teacher to conduct classroom lessons, extras, etc. The School Officer at this level may be expected to supervise School Officers from Levels One, Two and Three and could have:

- Technical responsibilities in the Library, Laboratory or Information Technology area; or
- specialist expertise in assisting students in the classroom or;
- senior responsibilities in office administration.

### 33.5 School Officer Level 5

#### 33.5.1 General work descriptions

- 3.5.1(a) The Employee, in addition to the knowledge and skills required at Level Four, may be required to be directly supervising other Employees in a large unit within the workplace or across the workplace.
- 33.5.1(b) Positions at this level may, under general direction, assist with the co-ordination of the financial, personnel and other support services.
- 33.5.1(c) If in a support role to a senior administrator, a position at this level would generally be required to manage a specific support function or assist the senior administrator in the management of support functions. This may include supervision of staff delivering a single support function, for example, operation of the office.
- 3.5.1(d) The Employee has the skills required to do the job either as a result of experience or qualifications or both.
- 33.5.1(e) Such positions may include duties similar to those of previous levels but involving more complex duties.

### 33.5.2 Direction

The School Officer at this level receives limited direction meaning:

- receives limited instructions comprising a clear statement of objectives;
- has work usually measured in terms of the achievement of stated objectives;
- is fully competent and very experienced in a technical sense and requires little guidance during the performance of work.

### 33.5.3 Supervision

The School Officer at this level:

33.5.3(a) would normally be responsible to the Principal;

33.5.3(b) may be required to supervise students while performing their normal duties but may not be used instead of a teacher to conduct classroom lessons, extras, etc;

33.5.3(c) may be expected to supervise School Officers from Levels 1, 2, 3 and 4 and have overall responsibility for a large unit such as audio-visual unit, computing, laboratory or administration unit; and

33.5.3(d) would have a high degree of initiative, discretion and capacity to program work.

## 33.6 School Officer Level 6

### 33.6.1 General work description

33.6.1(a) An Employee would only be appointed to this level where there is a requirement to manage a specific functional responsibility (eg. the emotional/pastoral needs of students) or where that Employee has responsibility for the coordination of library resources, information technology, or office administration across more than one campus.

33.6.1(b) The Employee would be responsible for providing key support and timely advice to senior management, as well as undertaking effective liaison on behalf of the education institution with the general community, government agencies and service providers.

33.6.1(c) Positions at this level would be a support role to the Principal involving responsibility for the function or the resource.

33.6.1(d) The School Officer at this level should be professionally qualified with respect to the particular area of functional responsibility or have the necessary experience to manage that function.

### 33.6.2 Direction

The School Officer at this level receives general direction only meaning:

- is fully competent in a professional sense and requires no guidance during the performance or work;
- has responsibility and broad ranging accountability for the structure, management and output of the work of others;
- high level judgement is required in planning, design, operational, technical and/or management functions;
- **is recognised as the “expert practitioner” within the specific functional area(s).**

### 33.6.3 Supervision

The School Officer at this level would normally be responsible to the Principal. The School Officer may be required to supervise students while performing their normal duties but may not be used instead of a teacher to conduct classroom lessons, extras, etc. The School Officer at this level may be expected to supervise School Officers from Levels 1, 2, 3, 4 and 5.

## 33.7 School Officer Level 7

### 33.7.1 General Work Description

33.7.1(a) The key feature which distinguishes this position from the Level 6 School Officer is the overall management responsibilities and level of accountability and contribution to the policy framework within the school.

33.7.1(b) An Employee will be appointed to this level only if that Employee has responsibilities of a professional nature which are greater than those envisaged by the descriptors for School Officer Level 6 in this Agreement.

33.7.1(c) This Level will normally be limited to school counsellors, including careers counsellors, information technology managers and librarians/resource managers who supervise teachers.

33.7.1(d) The School Officer at this Level will normally be directly responsible to the Principal or nominee of the Principal.

33.7.1(e) The School Officer at this level must be professionally qualified with respect to the particular area of functional responsibility and must have the necessary experience to manage that function.

### 33.7.2 Direction

The School Officer at this level manages the support services within the broad policy objectives, meaning:

33.7.2(a) influences the development of operational strategies and resource allocation and provides advice which initiates new developments in policy, practice and precedent; and

- 33.7.2(b) determines priorities and practices which are based upon the broad policy objectives.
- 33.7.3. Supervision
  - 33.7.3(a) The School Officer may be required to provide a service to individuals or groups of students and to supervise students while performing their normal duties but may not be used instead of a teacher to conduct classroom lessons, extras, etc. The School Officer at this Level may be expected to supervise School Officers from all other Levels and, in the case of librarians/resources managers, do supervise teachers.
- 33.8 If an Employer requests a School Officer to obtain a higher level of skill through a qualification, this request shall be put in writing. The letter shall include the guarantee that upon successful completion of the study, the School Officer shall advance to the appropriate higher level of pay.
- 33.9 Possession of a qualification is not an automatic guarantee of classification at a particular level.
- 33.10 If the School Officer believes that the nature of the job has changed to such an extent as to warrant a re-classification, the School Officer shall apply to the Principal with supporting evidence. If a dispute arises as to the level of classification, clause 10 – Grievance Procedures shall apply.
- 33.11 Annual Review Meeting
  - 33.11.1 A School Officer may be required to participate in an Annual Review Meeting with the Principal, or Principal's nominee. Such a meeting will focus on affirming achievement and suggesting avenues of professional development.
  - 33.11.2 Where a meeting is required an Employee shall be advised of the issues to be discussed within a reasonable time prior to the meeting.
  - 33.11.3 The Annual Review Meeting may not be used as a substitute for Due Process (clause 11).
- 34. WAGES
  - 34.1 Category A.
 

A full-time Category A School Officer shall be paid within the appropriate level specified in Schedule 5.
  - 34.2 Category B
 

**A Category B School Officer's weekly rate of pay shall be calculated according to the following formula:**

$$\text{Category B weekly rate} = \text{Category A weekly rate} \times \frac{48}{52}$$

34.3 Category C

**A Category C School Officer's weekly rate of pay shall be calculated according to the following formula:**

$$\text{Category C weekly rate} = \text{Category A weekly rate} \times \frac{50}{52}$$

34.4 Part-time rate

**A part-time School Officer's weekly rate of pay shall be calculated according to the following formula:**

$$\text{Category A, B or C weekly rate} = \frac{\text{hours worked per week}}{38}$$

34.5 Casual rate

**A Casual School Officer's hourly rate of pay is calculated by taking the lowest** pay subdivision of the appropriate classification level in clause 33.1, dividing by 38 and adding a loading of 33.3% to the nearest 10 cents. A Casual School Officer required to attend for duty by the Employer for less than two hours on any day must be paid for a minimum of two hours for any attendance.

34.6 Overtime or time in lieu

All time worked in excess of the weekly hours for which one is employed shall be granted as time off in lieu at ordinary time or paid a loading of 33.3% on the normal hourly rate. The number of such hours may only exceed three by mutual agreement.

34.7 Time Off in Lieu of Payment for Overtime

34.7.1 An Employee with an entitlement under clause 34.6 may elect, with the consent of the Employer, to take time off in lieu of payment for overtime at a time or times agreed with the Employer.

34.7.2 Overtime taken as time off during ordinary time hours shall be taken at the ordinary time rate for overtime worked Monday to Friday, that is an hour for each hour worked, or in case of School Officers at the appropriate rate for all other overtime as specified in clause 36.

34.7.3 An Employer shall, if requested by an Employee, provide payment at the rate provided for the payment of overtime in the Agreement for any overtime worked under sub-clause 33.6 (above) where such time has not been taken within four weeks of accrual.

34.8 Medical Support Allowance

A School Officer who is required to undertake specific training to support a student who has unstable health and/or complex health needs and the training is required to support that student daily in his or her school routine, shall receive the Medical Support Allowance in Schedule 3 (full time) for the period that such support is provided.

35. EXPERIENCE

35.1 Experience will be assessed as set out in Appendix 2 save that when a School Officer moves to a higher classification level, the School Officer shall be entitled to be advanced to one pay subdivision higher than the pay subdivision which applied in their previous level provided the requirements of Appendix 2 have been met.

36. HOURS OF WORK

36.1 A full-time School Officer is one whose ordinary hours of work are 38 in any one week.

36.2 A part-time School Officer is one whose ordinary hours of work are less than 38 hours in that school, not being a Casual School Officer.

36.3 A School Officer may, at the discretion of the Principal, be directed, among other things, to attend staff meetings, interviews and parent-teacher nights, provided that if the weekly hours for which one is employed are exceeded, then clause 34.6 of this Agreement shall apply.

36.4 School Officers shall be entitled to an unpaid meal break of at least 30 minutes. This meal break will be taken at a mutually convenient time provided that no more than five continuous hours are worked prior to the meal break. School Officers shall be entitled to school recesses without deduction of pay where these fall within the hours of the School Officer's employment. The timing of such recesses can be varied by mutual agreement.

36.5 Hours of work shall be between 8.00 a.m. and 6.00 p.m. of a week day except by mutual agreement.

36.6 Employees subject to clause 36 may elect, with the consent of their Employer, to work "make-up time", under which the Employee takes time off during working hours and works those hours at a later time, during the spread of ordinary hours provided in this Agreement.

36.7 Variation of hours

An Employer cannot vary the hours of a part-time School Officer unless:

36.7.1 the School Officer consents; or

36.7.2 it can be demonstrated that such a variation is required as a result of a change in program, organisation, structure, technology or funding. In this case, seven weeks notice in writing shall be given by the Employer. In the absence of the required **notice and provided that the change involves a drop in salary, the School Officer's** salary will be maintained at its former level for the period of the notice not given.



---

PART 5

CATHOLIC EDUCATION OFFICE  
SCHOOL AND STUDENT  
SERVICES EMPLOYEES:  
SALARIES AND SPECIFIC  
CONDITIONS OF SERVICE

---



PART 5 – CATHOLIC EDUCATION OFFICE SCHOOL AND STUDENT SERVICES EMPLOYEES:  
SALARIES AND SPECIFIC CONDITIONS OF SERVICE

37. APPOINTMENT

37.1 Education Officers

37.1.1 Upon engagement, the Employer shall appoint the Education Officer to the classification and subdivision which is commensurate with the required duties and responsibility that the job entails as determined by the Employer. The Education Officer shall be given a letter of appointment which sets out the classification and subdivision, together with the hours of duty, rate of pay, superannuation entitlements and long service leave provisions.

37.2 Education Officers with Specific Responsibilities

37.2.1 Upon engagement, the Employer shall appoint the Education Officer with specific responsibility to the classification level in accordance with the criteria specified in Clause 39.1.1 below. The Education Officer with specific responsibility shall be given a letter of appointment which sets out the subdivision and allowance level, together with the hours of duty, rate of pay, superannuation entitlements and long service leave provisions.

37.3 Psychologist (CEO)

37.3.1 Upon engagement, the Employer shall appoint the Psychologist (CEO) to the Grade which is commensurate with the required duties and responsibility that the job entails as determined by the Employer. The Psychologist (CEO) shall be given a letter of appointment which sets out the classification and Grade, together with the hours of duty, rate of pay, superannuation entitlements and long service leave provisions.

37.4 Speech Pathologists

37.4.1 Upon engagement, the Employer shall appoint the Speech Pathologist to the classification and Grade which is commensurate with the required duties and responsibility that the job entails as determined by the Employer. The Speech Pathologist shall be given a letter of appointment which sets out the classification and Grade and subdivision, together with the hours of duty, rate of pay, superannuation entitlements and long service leave provisions.

38. CLASSIFICATION LEVELS

38.1 Education Officers

38.1.1 Definition

38.1.1(a) Education Officers are officers employed in Catholic Education Offices in an advisory/liaison/teaching capacity with schools personnel in relation to a range of educational matters and are involved at a system level with responsibilities in the areas of curriculum development; in service and professional development **of teachers and other school staff; assessing schools' needs** and programs; school review and development planning, and policy development, evaluation and implementation.

- 38.1.2 Commencement subdivision
- 38.1.2(a) Education Officers on employment will be paid within the salary range as set out in Schedule 6 of this Agreement and in accordance with the following principles:
- 38.1.3 Education Officers who are below E4 of the teachers' scale in schedule 1 of this agreement shall commence as an Education Officer sub-division 1 of Schedule 6 of this Agreement.
- 38.1.4 Education Officers who have attained E4 of the teachers scale in Schedule 1 of this Agreement shall commence as an Education Officer, at sub-division 2 of Schedule 6.
- 38.1.5 **Education Officers who have attained E4 of the teachers' scale in schedule 1 of this agreement and have held a position of leadership 1 in the 12 months prior to employment as an Education Officer, shall commence as an Education Officer subdivision 3 of Schedule 6 of this Agreement.**
- 38.1.6 Education Officers who have attained E4 of the **teachers' scale in schedule 1 of this agreement and have held a position of leadership 2 in the 12 months prior to employment as an Education Officer, shall commence as an Education Officer subdivision 4 of Schedule 6 of this Agreement.**
- 38.1.7 Education **Officers who have attained E4 of the teachers' scale in schedule 1 of this agreement and have held a position of leadership 3 or higher in the 12 months prior to employment as an Education Officer, shall commence as an Education Officer subdivision 5 of Schedule 6 of this Agreement.**
- 38.1.8 Education Officers shall advance to the next salary subdivision annually provided the education officer has least 4 months service in the previous 12 months.
- 38.2 Education Officers with Specific Responsibilities
- 38.2.1 Education Officers with specific responsibilities shall be paid in addition to the salary specified at subdivision 5 in Schedule 6 of this Agreement, Allowance 1, 2 or 3 as set out in Schedule 6 of this Agreement and in accordance with the following criteria:
- 38.2.1(a) Allowance 1 – Education Officers at this level will be responsible for managing and leading specific government funded projects or Catholic Education Office initiatives; formulating policy options and advice; developing project briefs in line with CEO business directions.
- 38.2.1(b) Allowance 2 – Education Officers at this level will manage projects, including staff responsibilities; they will engage in consultation processes with internal and external agencies; they will negotiate with peers, industry bodies and other sectors with the objective of gaining cooperation, influencing views and meeting timelines for delivery of specific projects, services or advice.

- 38.2.1(c) Allowance 3 – Education Officers at this level will provide professional leadership in their area of expertise and be responsible for managing and leading complex projects, including staff responsibilities; they will initiate and manage negotiations with peers (internal and external) to gain commitment to projects and delivery of activities to meet timelines. Education Officers at this level will have reporting and accountability responsibility.
- 38.3 Psychologists (CEO)
- 38.3.1 An Employee who is employed as a Psychologist (CEO) who is registered or fully eligible to be registered as a psychologist, not requiring supervision and not supervising other Psychologists shall be classified as a Psychologist (CEO) grade 1
- 38.3.2 A Psychologist (CEO) shall be classified as a Psychologist (CEO) grade 2 when the Employee has a minimum of 5 years experience of being responsible for the supervision of other Psychologists, and/or engaged in work requiring specialized knowledge and skill, or involving a significant degree of administration, policy, and /or planning. A Psychologist Grade 2 is required to comply with the code of ethics and legal requirements of the psychology profession. A Psychologist Grade 2 must be eligible for membership of specialist Colleges (eg. APS College of Educational and Developmental Psychology).
- 38.4 Speech Pathologist
- 38.4.1 There are four Grades of Speech Pathologist with three sub-divisions in Grade 1 and four subdivisions in Grades 2, 3 and 4.
- 38.4.2 Speech Pathologist Grade 1
- 38.4.2(a) Speech Pathologists who have completed formal qualifications in Speech Pathology shall commence at Grade 1 sub-division 1 and progress to the next salary sub-division after twelve months of full time equivalent satisfactory service up to sub-division 3.
- 38.4.2(b) Notwithstanding the provisions of clause 38.3.3(a) above, a Speech Pathologist who has attained relevant experience in paid employment as a speech pathologist providing speech pathology services to children shall have the right to be advanced one salary subdivision for each year of experience.
- 38.4.3 Speech Pathologist Grade 2
- 38.4.3(a) A Speech Pathologist Grade 1 who has been at sub-division 3 for 12 months and can demonstrate that specific state wide criteria determined by the Employer in consultation with the Union have been met can be classified and paid as Grade 2.
- 38.4.3(b) A Speech Pathologist who has been classified as Grade 2 shall progress to the next salary sub-division after twelve months of full time equivalent satisfactory service.

- 38.4.3(c) Unsuccessful applicants for Grade 2 will have access to the Australian Industrial Relations Commission whose decision will be final. Clause 12 of this Agreement does not apply in these cases.
- 38.4.4 Speech Pathologist Grade 3
- 38.4.4(a) A qualified Speech Pathologist who is employed in a Catholic Education Office facility in which no other Speech Pathologist is employed shall be classified and paid as a Grade 3 Speech Pathologist.
- 38.4.4(b) A Speech Pathologist Grade 3 shall commence at sub-division 1 and progress to the next salary sub-division after twelve months of full time equivalent satisfactory service up to sub-division 4.
- 38.4.5 Speech Pathologist Grade 4
- 38.4.5(a) A qualified Speech Pathologist who is employed in a Catholic Education Office facility and whose duties involve the co-ordination of Speech Pathology Programs and the supervision of other qualified Speech Pathologists shall be classified as a Grade 4 Speech Pathologist.
- 38.4.5(b) A Speech Pathologist Grade 4 shall commence at sub-division 1 and progress to the next salary sub-division after twelve months of full time equivalent satisfactory service up to sub-division 4.
- 38.5 School Advisers
- 38.5.1 A teacher appointed as a School Adviser shall be paid the Allowance A in Schedule 3 of this Agreement in addition to their salary as a Teacher pursuant to Schedule 1.
- 38.5.2 A teacher appointed as a School Adviser, after having completed three years employment as a School Adviser shall be paid Allowance B in Schedule 3 of this Agreement in addition to their salary as a Teacher pursuant to Schedule 1.
39. WAGES
- 39.1 A full time Employee classified as an Education Officer shall be paid at the appropriate subdivision or grade specified in Schedule 6.
- 39.2 A full time Employee classified as a Psychologist (CEO) shall be paid at the appropriate grade specified in Schedule 9.
- 39.3 A full time Employee classified as a Speech Pathologist shall be paid at the appropriate subdivision and grade specified in Schedule 10.
40. EXPERIENCE
- 40.1 An Education Officer or Speech Pathologist shall be assessed and progress in accordance with the provisions of Appendix 2 and Clause 38 of this Agreement.
- 40.2 Experience other than as an Education Officer or Speech Pathologist shall not count as experience as an Education Officer or Speech Pathologist respectively, for the purposes of this clause.

41. HOURS OF WORK

- 41.1 A full-time Education Officer, Senior Education Officer, Psychologist (Education) or Speech Pathologist is one whose ordinary hours of work are 38 in any one week.
- 41.2 A part-time Education Officer, Senior Education Officer, Psychologist (Education) or Speech Pathologist is one whose ordinary hours of work are less than 38 hours in any one week.
- 41.3 Employees may elect, with the consent of their Employer, to work "make-up time", under which the Employee takes time off during working hours and works those hours at a later time, during the spread of ordinary hours provided in this Agreement.

42. PART-TIME EDUCATION OFFICERS OR PSYCHOLOGISTS (EDUCATION) OR SPEECH PATHOLOGISTS

42.1 The number of hours of employment and duties of a part-time Education Officer, Psychologist (Education) or Speech Pathologist shall be set out in writing by the Employer at the time of engagement and at any other time when a variation occurs.

42.2 Calculation of rates of pay

42.2.1 A part-time Education Officer, Senior Education Officer, Psychologist (Education) or Speech Pathologist shall be paid a proportionate amount of the appropriate full-time weekly rate of pay, and any applicable allowance, in that proportion that the **part-time Education Officer's, Senior Education Officer's, Psychologist's (Education) or Speech Pathologist's hours bear to a full-time Education Officer's, Senior Education Officer's, Psychologist's (Education) or Speech Pathologist's hours** respectively. The rate shall be assessed according to the appropriate formula:

$$\frac{\text{hours employed}}{38} \times \text{weekly salary}$$

42.3 Additional hours

42.3.1 Where an Employer requires a part-time Education Officer, Psychologist (CEO) or Speech Pathologist to work additional hours and the part-time Education Officer, Psychologist (CEO) or Speech Pathologist agrees to work such additional hours, the Education Officer, Psychologist (CEO) or Speech Pathologist shall be paid for each additional hour or part **thereof at the Education Officer's, Psychologist's (CEO) or Speech Pathologist's normal part-time** hourly rate of pay, respectively.

42.4 Variation of hours

An Employer cannot vary the hours employed of a part-time Education Officer, Psychologist (CEO) or Speech Pathologist pursuant to 42.3 unless:

42.4.1 the Education Officer, Psychologist (CEO) or Speech Pathologist consents; or

42.4.2 it can be demonstrated that such a variation is required as a result of a change in program, organisation, structure, technology or funding. In this case, **seven weeks' notice in writing shall be given by the Employer. In the absence of the required notice and provided that the change involves a drop in salary, the Education Officer's, Psychologist's (CEO) or Speech Pathologist's salary will be maintained at its former level for the period of the notice not given.**



---

PART 6

PRIMARY SCHOOL  
PRINCIPALS:  
SALARIES AND SPECIFIC  
CONDITIONS OF SERVICE

---



PART 6 – PRIMARY SCHOOL PRINCIPALS: SALARIES AND SPECIFIC CONDITIONS OF SERVICE

43. PRIMARY PRINCIPAL CLASSIFICATION STRUCTURE AND INCREMENTAL PROGRESSION

43.1 Structure

43.1.1 There are seven levels of primary Principal based on the school's enrolment.

43.2 Level

43.2.1 First appointment as a Principal

43.2.1(a) The Level of the Principal is determined according to the enrolment of the school, or the enrolment that it is expected to rise to, or fall to, during the period of the appointment of the Principal.

43.2.1(b) Where there has been no significant increase or decrease in enrolment over the preceding three years, and no likelihood of such in the next three years, the enrolment (as defined) prior to the first year of appointment shall establish the Level of the Principal.

43.2.1(c) Where it is known that a school's enrolment will increase significantly during the period of appointment, the Principal will be appointed to the Level it is anticipated the school's enrolment will reach during the period of appointment.

43.2.1(d) Where it is known that a school's enrolment will decrease significantly during the period of appointment, the Principal will be appointed to the Level it is anticipated the school's enrolment will fall to during the appointment period. The Employee shall be given written notice of this classification prior to appointment and at the **Employee's request the Employee's nominated representative** shall be consulted regarding the decreases of enrolments prior to the appointment taking place

43.2.1(e) In any year where a school's enrolment, as at the February census, is above or below the limit for the Level to which the Principal has been appointed, the Level to which the Principal has been appointed shall not change. Where that February enrolment exceeds the upper limit for the Level to which the principal has been appointed, the next higher salary in the Level above shall apply for that year.

43.2.2 Further appointment in same school or on appointment to another school where there is previous experience as a Principal

43.2.2(a) Appointment to a school at a higher Level than the previous school shall be at subdivision 1 of that Level or to that sub-division within that Level which equals the existing salary, whichever is the higher. Where the Principal has been at the existing salary for 12 months or more the appointment will be to the sub-division at the next higher salary.

- 43.2.2(b) Principals with previous experience as a Principal appointed to a school:
- 43.2.2(b)(i) with an enrolment one or two levels below the previous level will be paid at the rate of pay applicable to the former position for the duration of the contract or contracts at the school with the lesser enrolment; or
- 43.2.2(b)(ii) with an enrolment more than two Levels below the previous Level will be paid at a rate no less than the highest subdivision rate of two Levels above that applicable to the enrolment of the new school. This will apply for the duration of the contract or contracts at the school with the lesser enrolment.

## SALARY MAINTENANCE

43.3.1 A Principal has an entitlement to Salary Maintenance where:

- An employer does not reappoint the Principal to a further contract period; and
- The Principal is seeking such reappointment; and
- The non-reappointment is not occasioned by termination of employment following due process or serious misconduct; and
- The Principal accepts employment in Catholic education at a salary less than the **Principal's current salary**.

43.3.2 Salary Maintenance is the difference between the salary of the new position and the final **salary of the Principal's position**. Salary Maintenance shall continue for 12 months where the Principal has completed one contract of eight years duration and for 24 months where the principal has completed two or more contracts of at least thirteen years duration.

43.3.3 A Principal has an entitlement to Compensation where:

- An employer does not reappoint a Principal to a further contract period; and
- The Principal is seeking such reappointment; and
- The non-reappointment is not occasioned by termination of employment following due process or serious misconduct; and
- The Principal cannot obtain or does not accept further employment or does not wish to remain employed in Catholic education.

43.3.4 Compensation is a lump sum payment equal to 6 months salary (including Superannuation) after one contract of eight years duration or 12 months salary (including Superannuation) after two or more contracts.

43.3.5 A Principal has an entitlement to either Salary Maintenance or Compensation but not both.

43.3.6 Where in a particular circumstance, **a Principal's initial contract is less than eight years**, Salary Maintenance or compensation payments as provided by this clause shall apply if the contract is six years or more.

43.4 Co-Principals

43.4.1 Where a decision is made to appoint two co-principals in a school, each Principal will be paid at the rate of the Principal for that school and there will be no obligation to appoint a deputy principal.

43.5 Incremental Progression

43.5.1 A Principal shall be entitled to advance to the next salary sub-division within that Level in accordance with the provisions of Appendix 2 of this Agreement and subject to the satisfactory completion of the Annual Written Report to the Parish Priest

43.5.2 Where incremental progression does not occur a Principal may invoke the Grievance procedures of this Agreement (Clause 10). The parties to this agreement agree that where there is a grievance about the refusal to advance a Principal to the next increment, the Australian Industrial Relations Commission or its successor will determine the matter.

43.5.3 Teacher Classification following experience as a Principal

43.5.4 Following experience as a Principal an Employee who takes up a position as a teacher in Catholic education shall be classified at Sub Division E4.

44. WAGES

44.1 The classification structure and Rates of pay for primary Principals, including co-Principals are specified in Schedule 7 or in accordance with an agreement to salary package pursuant to Appendix 7 (Remuneration Packaging) of this Agreement. Subject to the enrolment (as defined) of the school and Clause 43 – “**Classification**”, **Principals employed full-time** in Catholic Primary Schools shall be paid at the rate specified in Schedule 7.

45. EXPENSE REIMBURSEMENT

45.1 Principals shall be entitled to be appropriately reimbursed for reasonable expenses incurred in the performance of their duties provided that such expenses should ordinarily be approved by the Employer in advance.



---

PART 7

CATHOLIC EDUCATION  
OFFICE  
CLERICAL EMPLOYEES

---



## PART 7 – CATHOLIC EDUCATION OFFICE CLERICAL EMPLOYEES

### 46. APPOINTMENT

Upon engagement a Catholic Education Office Clerical employee shall be given a letter of appointment which sets out the Classification and the pay subdivision (as determined in clause 47 - Classification levels), the hours of duty, rate of pay, superannuation entitlements and long service leave provisions.

### 47. CLASSIFICATION LEVELS

#### 47.1 Definition

Catholic Education Office Clerical Employees are employed in Catholic Education Offices in a clerical, secretarial or administrative capacity.

#### 47.2 Classification

Catholic Education Office Clerical Employees shall be classified in one of the levels 1 to 8 as set out in Schedule 8. Employees shall be classified on the basis of the indicative duties performed hereunder and/or their responsibilities at level.

#### 47.3 Classification Levels

##### 47.3.1 Level 1

47.3.1(a) Employees at this level will perform mainly routine duties such as the following: sorting of mail, photocopying, filing, switchboard/reception duties, operation of all general office machines, pro forma correspondence, petty cash, routine use of software programs including diary management and simple data entry. Employees can provide routine information using checklists, brochures or procedural guidelines.

47.3.1(b) These Employees will require general supervision.

##### 47.3.2 Level 2

47.3.2(a) Employees at this level will have the ability to perform a range of Level 1 tasks as well as some of the following: basic book-keeping skills, preparation of basic correspondence from instruction, basic use of all software programs including word processing and data entry, basic secretarial duties, reconciliation of petty cash, administrative support for meetings and routine diary management.

47.3.2(b) These Employees will require general/limited supervision

- 47.3.3 Level 3
- 47.3.3(a) Employees at this level will have the ability to perform a range of Level 1 and 2 tasks as well as some of the following: advanced word processing and data entry; processing of accounts and personnel records; higher than basic secretarial skills including coordinating meetings, diary management, venue arrangements, **agenda's minutes; design the layout for presentations and reports** to a high professional standard using specific software; maintain confidential records and files and respond to enquiries that require interpretation of standard information, procedures and operational policies. Employees at this level liaise on behalf of management to coordinate activities or follow up outstanding administrative issues
- 47.3.3(b) These Employees will require limited supervision. Annual increments apply for subdivisions 1 – 4.
- 47.3.3(c) Salary progression beyond subdivision 4 is by application to the Director and will require the applicant to demonstrate that in addition to their experience at subdivision 4, their position requires they exercise a higher degree of skill than that envisaged in Level 3 subdivision 4. Application to the higher increments would take into consideration that the person is performing some of the functions that are identified at Level 4 Classification.
- 47.3.4 Level 4
- 47.3.4(a) Employees at this level will have the ability to perform the majority of tasks at Levels 1 to 3 as well as coordinate the collection of information and data and prepare regular reports; coordinate executive briefings and correspondence; coordinate meetings, major functions and complex travel arrangements; draft memos, **agenda's minutes, action plans and correspondence** for signature of others based on research and investigation; design, develop, maintain and review office systems, databases and information management systems. Oversee administrative tasks of others and provide training, mentoring and guidance where required; conduct projects with limited scope and draft briefs, reports and presentations; handle highly sensitive and confidential issues; liaise with internal and external individuals at all levels, sometimes on sensitive matters. Employees at this level can respond to a broad range of enquiries that require interpretation of procedures and policies and a sound knowledge of the organisation.
- 47.3.4 (b) These Employees will require minimal supervision

47.3.5 Level Five

47.3.5 (a) Employees at this level will have the ability to perform all tasks at Levels 1-4. Employees would be appointed to this level only if that employee has responsibilities of a professional nature which are greater than those envisaged of a Level 4 employee. Employees would have specific financial accountability relating to payroll, grants allocation and audit requirements or system technological expertise required in program development and maintenance.

47.3.5 (b) Employees at this level would not require supervision.

47.3.5 (c) In addition, Level 5 Catholic Education Office Clerical Employees will be classified at the appropriate sub-division according to the following:

Level Six

47.3.6 Employees would be appointed to this level only if that employee has responsibilities of a professional nature which are greater than those envisaged of a Level 5 employee. Employees may be required to provide financial and/or technical advice to management and/or who provide confidential administrative support to the Director.

47.3.6 (b) Employees at this level would not require supervision.

Level Seven

47.3.7 (a) Level 7 Employees would be appointed to this level only if that employee has responsibilities of a professional nature which are greater than those envisaged of a Level 6 employee. Employees may be required to manage a work area and/or are required to advise on advanced technological requirements and use advanced technical skills in the performance of their duties.

47.3.7 (b) Employees at this level would not require supervision.

Level Eight

47.3.8 (a) Level 8 Employees may be appointed to this level only if that employee has responsibilities of a professional nature which are greater than those envisaged of a Level 7 employee. Employees at this level would influence the development of operational strategies and resource allocation and provide advice which initiates new developments in policy, practice and precedent and/or determine priorities and practices which are based upon the broad policy objectives of the Catholic Education Office.

#### 47.4 Re-classification

If the Catholic Education Office Clerical Employee believes that the nature of the job has changed to such an extent as to warrant a re-classification, the Catholic Education Office Clerical Employee shall apply to the Director of the Catholic Education Office with supporting evidence. If a dispute arises, as to the level of classification, the Grievance Procedure in clause 10 – Grievance Procedure shall apply. The parties to this agreement agree that where there is a grievance about the refusal to advance a Catholic Education Office Clerical employee to the next increment, the Australian Industrial Relations Commission or its successor will determine the matter.

### 48. WAGES

48.1 A full-time Employee classified as a Catholic Education Office Clerical employee in accordance with clause 47 - Classification levels, shall be paid within the appropriate subdivision scale and grade specified in Schedule 8.

#### 48.2 Casual Rate

A Casual Catholic Education Office Clerical Employee's **hourly rate of pay shall be calculated** by taking subdivision 1 of a Level 1 Catholic Education Office Clerical Employee specified in Schedule 8, dividing by 38 and adding a loading of 33 1/3 % to the nearest 10 cents.

#### 48.3 Overtime

All time worked in excess of the weekly hours for which a Catholic Education Office Clerical Employee is employed shall be paid a loading of 33 1/3% on the normal hourly rate provided that all overtime may only be by mutual agreement.

#### 48.4 Time Off in Lieu of Payment for Overtime

48.4.1 An Employee with an entitlement under Clause 48.3 may elect, with the consent of the Employer, to take time off in lieu of payment for overtime at a time or times agreed with the Employer.

48.4.2 Overtime taken as time off during ordinary time hours shall be taken at the ordinary time rate for overtime worked Monday to Friday that is an hour for each hour worked.

48.4.3 An Employer shall, if requested by an Employee, provide payment, at the rate provided for the payment of overtime in the Agreement for any overtime worked under sub-clause 48.4.1 (above) where such time has not been taken within four weeks of accrual.

### 49. EXPERIENCE

49.1 A Catholic Education Office Clerical Employee shall advance to the next higher pay subdivision within **the employee's classification level in accordance with the provisions of Appendix 2 of this Agreement.**

50. HOURS OF WORK

- 50.1 A full-time Catholic Education Office Clerical Employee is one whose ordinary hours of work are 38 hours in any one week.
- 50.2 A part-time Catholic Education Office Clerical Employee is one whose ordinary hours of work are less than 38 hours in any one week.
- 50.3 A casual Catholic Education Office Clerical Employee is one who is employed on an hourly ad hoc basis with a minimum of two hours, for up to 15 consecutive days.
- 50.4 Employees may elect, with the consent of their Employer, to work "make-up time", whereby the Employee takes time off during working hours and works those hours at a later time, during the spread of ordinary hours provided in this Agreement.

51. PART-TIME CATHOLIC EDUCATION OFFICE CLERICAL EMPLOYEES

- 51.1 The number of hours of employment and duties of a part-time Catholic Education Office Clerical Employee shall be set out in writing by the Employer at the time of engagement and at any other time when a variation occurs.
- 51.2 A part-time Catholic Education Office Clerical Employee shall be paid a proportionate amount of the appropriate full-time weekly rate of pay, and any applicable allowance, in that proportion that the **part-time Catholic Education Office Clerical Employee's hours bear to a full-time Catholic Education Office Clerical Employee's hours. The rate shall be assessed according to the appropriate formula:**

$$\frac{\text{hours employed}}{38} \times \text{weekly salary}$$

51.3 Variation of hours

An Employer cannot vary the hours employed of a part-time Catholic Education Office Clerical Employee pursuant to 51.2 above unless:

- 51.3.1 the Catholic Education Office Clerical Employee consents; or
- 51.3.2 it can be demonstrated that such a variation is required as a result of a change in program, organisation, structure, technology or funding. In this case, seven weeks notice in writing shall be given by the Employer. In the absence of the required notice and provided that the change involves a drop in salary, the **Catholic Education Office Clerical Employee's salary will be maintained at its former level** for the period of the notice not given.



---

PART 8

SCHOOL SERVICES OFFICERS:  
SALARIES AND SPECIFIC  
CONDITIONS OF SERVICE

---



## PART 8 - SCHOOL SERVICES OFFICERS: SALARIES AND SPECIFIC CONDITIONS OF SERVICE

### 52. APPOINTMENT

- 52.1 A School Services Officer shall be employed as either:
- 52.1.1 a **Category "A" School Services Officer**; or
  - 52.1.2 a **Category "B" School Services Officer**; or
  - 52.1.3 a **Category "C" School Services Officer**; or
  - 52.1.4 a **Category "D" School Services Officer**; or
  - 51.1.5 a **"Casual" School Services Officer**.
- 52.2 Upon engagement the Employer shall appoint the School Services Officer to the appropriate classification level as set out in clause 53 – Classification, based on the general work descriptions and level of direction and supervision and required duties.
- 52.2.1 Experience shall be assessed and incremental progression occur in accordance with the provisions of Appendix 2 of this Agreement
- 52.3 Upon engagement the School Services Officer shall be given a letter of appointment which sets out the Level together with the category of employment, the hours of duty, rate of pay, superannuation entitlements and **long service leave provisions**. In the case of **Category "C"** School Services Officers, the weeks of leave for the one school year shall be specified upon engagement and at the start of the year.
- 52.4 For the purposes of this clause:
- 52.4.1 a **Category "A" School Services Officer** is one who normally works 48 weeks and receives four weeks paid annual leave per year in accordance with clause 7 - Annual Leave, School Holiday Pay and Leave Loading;
  - 52.4.2 a **Category "B" School Services Officer** is one who normally works school term time only and receives paid school holidays in accordance with clause 7 - Annual Leave, School Holiday Pay and Leave Loading;
  - 52.4.3 a **Category "C" School Services Officer** is one who normally works 45 weeks and receives seven weeks paid school holidays in accordance with clause 7 - Annual Leave, School Holiday Pay and Leave Loading;
  - 52.4.4 a **Category "D" School Services Officer** is one who works during school term time only, receives four weeks annual leave and is stood down consistent with the provisions of clause 63 of this Agreement at other times;
  - 52.4.5 a **"Casual" School Services Officer** is one who is employed for 35 or less consecutive days per school year.

## 53. CLASSIFICATION

53.1 Employees employed as School Services Officer level 1 with effect from the first pay period on or after 1 May 2008 shall be reclassified to SSO level 2. The entry level to the School Service Officer classification structure is Level 2.

### 53.2 School Services Officer Level 2

#### 53.2.1 General work descriptions

53.2.1(a) An Employee at this level is not required to have any qualifications and is required to perform any combination of a wide range of functions under supervision. The School Services Officer, after gaining experience, may exercise some degree of autonomy and discretion. The School Services Officer at this level will need some prior experience to perform the tasks required.

53.2.1(b) Such positions may include positions similar to those of Level 1 but involving more skill and experience.

53.2.1(c) An Employer may require an Employee at this level to exercise responsibilities in respect of students. Where from time to time responsibilities at this level include supervision and direction of students a duty of care is required of the School Services Officer. In this context that duty of care is no less than that required of other school Employees.

#### 53.2.2 Direction

The School Services Officer at this level receives specific direction meaning:

- receives instructions on what is required and how it is to be performed;
- is subject to progress checks with tasks being continuously monitored.

#### 53.2.3 Supervision

The School Services Officer at this level receives supervision from a higher level School Services Officer, manager or the Principal. The School Services Officer at this level will not be required to supervise other School Services Officers.

#### 53.2.4 Roles

Indicative but not exclusive of the roles of an Employee at this level are:

- cleaners;
- food and domestic services staff;
- security staff;
- gardeners etc;
- building and/or maintenance staff; and
- drivers of school vehicles.

53.2.5 Experience/Qualifications

A School Services Officer at this level has some previous relevant experience to perform the tasks required.

53.3 School Services Officer Level 3

53.3.1 General work description

53.3.1(a) An Employee at this level undertakes duties which require knowledge and skills which may be gained by the completion of a relevant one or two year post-secondary certificate or approved trade certificate or equivalent or from the on- the-job experience considered relevant by the Employer. The Employee may be required to perform any combination of a wide range of functions under routine direction but may, after gaining experience, exercise some degree of autonomy. Such positions may include positions similar to those of previous levels but involving more complex tasks and include qualified tradespersons.

53.3.1(b) An Employer may require an Employee at this level to exercise responsibilities in respect of students. Where from time to time responsibilities at this level include supervision and direction of students a duty of care is required of the School Services Officer. In this context that duty of care is no less than that required of other school Employees.

53.3.2 Direction

The School Services Officer at this level receives routine direction meaning:

- receives instructions on what is required, on unusual or difficult features and when new techniques or practices are involved, on the method of approach;
- is normally subject to progress checks usually confined to the unusual or difficult aspects, and has assignments reviewed on completion;
- has the technical knowledge and/or experience to perform basic duties usually without technical instructions.

53.3.3 Supervision

The School Services Officer at this level receives direct supervision from a higher level School Services Officer, manager or the Principal. The School Services Officer at this level may be expected to supervise School Services Officers from Level one or two.

53.3.4 Specialist Knowledge and Skills

Indicative but not exclusive of the knowledge and skills of an Employee at this level are:

- performance of trades and non-trade tasks incidental to the work;
- provision of trade guidance and assistance as part of a work team;
- supervision of one or two School Services Officers from Levels 1 and/or 2;
- supervisory skills.

Or knowledge and skills gained through on-the-job training commensurate with the requirements of work at this Level.

53.3.5 Experience/Qualifications

A School Services Officer at this level would usually be a qualified tradesperson or equivalent.

53.4 School Services Officer Level 4

53.4.1 General work descriptions

53.4.1(a) The Employee, in addition to the knowledge and skills required at level three, is required to undertake duties needing additional experience or knowledge such as may be gained by the completion of a relevant three year post secondary qualification or approved trade certificate or from equivalent on-the-job experience. Such positions may include positions similar to those of previous levels but involving experienced trades persons and/or supervisory responsibility.

53.4.1(b) The Employee is often required to exercise significant initiative and discretion and is required to demonstrate expertise.

53.4.1(c) An Employer may require an Employee at this level to exercise responsibilities in respect of students. Where from time to time responsibilities at this level include supervision and direction of students a duty of care is required of the School Services Officer. In this context that duty of care is no less than that required of other school Employees.

53.4.2 Direction

The School Services Officer at this level will receive general direction meaning:

- receives general instructions, usually covering only the broader technical aspects of the work;
- may be subject to progress checks usually confined to ensuring that, in broad terms, satisfactory progress is being made;
- although technically competent and well experienced, may on occasion, receive more detailed instructions.

53.4.3 Supervision

The School Services Officer at this level receives little direct supervision and would be expected to take significant initiative and responsibility but would still be responsible to a manager, or the Principal. The School Services Officer at this Level may be expected to supervise School Services Officers from Levels One, Two and Three.

#### 53.4.4 Specialist Knowledge and Skills

Indicative but not exclusive of the knowledge and skills of an employee at this level are:

- more than 5 years experience as a tradesperson;
- tradesperson in possession of more than one trades qualification;
- foreperson;
- highly skilled horticultural work;
- supervision of three or more School Services Officers from Levels 1, 2 or 3.

#### 53.4.5 Experience/Qualifications

A School Services Officer at this level would be an experienced qualified tradesperson.

### 53.5 School Services Officer Level 5

#### 53.5.1 General work descriptions

53.5.1(a) The employee at Level 5 would be required to directly supervise or manage the provision of all cleaning, catering, security, gardening, building maintenance, and transport services for the whole school by other School Services Officers .

53.5.1(b) As the duties of a Level 5 School Services Officer are associated with the provision of all the above mentioned services by a group or groups of School Services Officers, such positions would usually be found only in very large schools.

53.5.1(c) An Employer may require an Employee at this level to exercise responsibilities in respect of students. Where from time to time responsibilities at this level include supervision and direction of students a duty of care is required of the School Services Officer. In this context that duty of care is no less than that required of other school employees.

#### 53.5.2 Direction

The School Services Officer at this level will receive limited direction meaning:

- receives limited instructions comprising a clear statement of objectives;
- has work usually measured in terms of the achievement of stated objectives;
- is fully competent and very experienced in a technical sense and requires little guidance during the performance of work.

#### 53.5.3 Supervision

The School Services Officer at this level would be responsible to the Business Manager or Principal. The School Services Officer at this level supervises School Services Officers from Levels 1, 2, 3 or 4 and has overall responsibility for the provision of all services provided by School Services Officers. The School Services Officer at this level would have a high degree of initiative, discretion and capacity to program work.

53.5.4 Specialist Knowledge and Skills

- Indicative but not exclusive of the knowledge and skills of an Employee at this level are:
- experience and knowledge to manage or supervise the provision of all of the services provided by School Services Officers;
- supervision of five or more School Services Officers from Levels 1, 2, 3, or 4;
- an appreciation of the long term goals of the school in respect to all of these services

53.5.5 Experience/Qualifications

A School Services Officer at this Level may be an experienced qualified tradesperson or have the knowledge/experience to manage the provision of services by such people.

53.6 If an Employer requests a School Services Officer to obtain a higher level of skill through a qualification, this request shall be put in writing. The letter shall include the guarantee that upon successful completion of the study, the School Services Officer shall advance to the appropriate higher level of pay.

53.7 Possession of a qualification is not an automatic guarantee of classification at a particular level.

53.8 If the School Services Officer believes that the nature of the job has changed to such an extent as to warrant a re-classification, the School Services Officer shall apply to the Principal with supporting evidence. If a dispute arises as to the level of classification, clause 10 – Grievance Procedures shall apply.

54. WAGES

54.1 Category A

A full time Category A School Services Officer shall be paid the rate specified in Schedule 11.

54.2 Category B

A Category B School Services Officer's weekly rate of pay shall be calculated according to the following formula:

$$\text{Category B weekly rate} = \text{Category A weekly rate} \times \frac{48}{52}$$

54.3 Category C

A Category C School Services Officer's weekly rate of pay shall be calculated according to the following formula:

$$\text{Category C weekly rate} = \text{Category A weekly rate} \times \frac{50}{52}$$

54.4 Category D

A full-time Category D School Services Officer shall be paid the rate specified in Schedule 11 in respect of all weeks worked.

54.5 Part time Rate

A Part time School Services Officer's weekly rate of pay shall be calculated according to the following formula:

$$\text{Category A,B, C or D weekly rate} = \frac{\text{hours worked per week}}{38}$$

54.6 Casual Rate

A Casual School Services Officer's normal hourly rate of pay is calculated by taking the rate of pay of the appropriate Classification Level, dividing by 38 and adding a loading of 33.3% to the nearest 10 cents. A Casual School Services Officer must be paid for a minimum of 4 hours for any attendance.

55. HOURS OF WORK

55.1 Ordinary Full time Hours of Work

A full-time School Services Officer is one whose ordinary hours of work, exclusive of meal breaks, are 38 per week. Ordinary hours shall be worked in five days Monday to Friday inclusive between the hours of 7.00am and 6.00pm. By agreement between the Employer and an Employee the hours may be averaged over a four week period in accordance with clause 55.1.1.

55.1.1 Averaging of hours

An Employer and Employee may agree that the ordinary hours of work provided by the clause 55 will be worked as a 19 day month, in which case the following provisions shall apply:

55.1.1(a) Each Employee of the school subject to this Agreement shall work 152 hours over 19 days in each four week period with one rostered day off on full pay in each such period.

55.1.1(b) Each Employee shall accrue 24 minutes for each 8 hour day worked by the employee to give the employee an entitlement to take a rostered day off.

55.1.1(c) Each day of paid leave taken by an Employee (but not including long service leave or any period of stand down, and any public holiday occurring during any cycle of four weeks) shall be regarded as a day worked for the purpose of accruing an entitlement under paragraph 55.1.1(b) of this subclause.

55.1.1(d) Rostered days off shall not be regarded as part of the employee's annual leave for any purpose.

- 55.1.1(e) Notwithstanding any other provisions of this subclause, an employee shall not be entitled to more than 12 paid rostered days off in any 12 months of consecutive employment.
- 55.1.1(f) Any Employee who is scheduled to take a rostered day off before having worked a complete four week cycle shall be paid a pro rata amount for the time that the Employee has accrued in accordance with paragraph 55.1.1(b) this subclause.
- 55.1.1(g) Any Employee whose employment is terminated in the course of a four week cycle shall be paid a pro rata amount for the time accrued by the Employee in the cycle in accordance with the said paragraph 55.1.1(b).
- 55.1.1(h) Rostered days off shall be scheduled by mutual agreement between the Employee and the school.
- 55.1.1(i) An Employee shall be advised by the Employer at least four weeks in advance of the day on which the Employee is to be rostered off duty.
- 55.1.1(j) An Employee may, following the provision of notice and with the agreement of the Employer, substitute the day on which the Employee is scheduled to be rostered off duty for another day.
- 55.1.1(k) Any Employee required to work on their rostered day off shall be paid in accordance with the provisions of clause 56 - Overtime, and shall also receive another rostered day off in lieu.

55.1.2 Preservation of Existing Arrangements

Averaging of hours arrangements entered into prior to the existence of this part of the Agreement can continue and do not require a new agreement from the Employer. In respect of existing employees who do not receive a rostered day off in accordance with the above arrangements nothing in this clause shall oblige an Employer to implement a 38 hour week with a rostered day off.

55.2 Part time hours

A part time School Services Officer is one whose ordinary hours of work are less than 38 hours per week in that school, not being a casual School Services Officer.

55.3 Notice of Hours

The Employer shall advise employees of the ordinary starting and finishing times of work and the ordinary time of meal breaks which shall be displayed in a conspicuous place accessible to the Employees. Such times shall not be changed without payment of overtime for work done outside these times, unless seven days' notice of any change is given by the Employer, provided that such seven days' notice shall not be required if any change of hours is by mutual agreement between the Employer and the Employee.

- 55.3.1 In determining whether changes to hours are necessary and in making such decisions Employers are required to take into account the needs of the school and the family needs and/or responsibilities of the relevant Employees.

55.3.2 Nothing in this clause prevents an agreement between an Employer and an Employee for the payment of hours additional to the usual hours at the ordinary time rate of pay where the total number of hours in that week is less than 38.

55.4 Employees subject to Clause 55 may elect, with the consent of their Employer, to work "make-up time", whereby the Employee takes time off during working hours and works those hours at a later time, during the spread of ordinary hours provided in this Agreement.

## 56. OVERTIME

Overtime at the rate of 50% or time in lieu at ordinary time for overtime worked Monday to Friday, or at the appropriate rate for all other times is payable in respect of all hours worked in excess of 38 per week or 40 per week in respect of Employees in receipt of a rostered day off. On any one day overtime is payable in respect of all hours worked in excess of 7 hours 36 minutes or 8 hours in respect of Employees in receipt of a monthly rostered day off, exclusive of meal breaks.

### 56.1 Minimum Overtime Payment

Where an Employee is required to work overtime and such overtime is not continuous with ordinary duty, or is on a day on which they would not have been required to work, the minimum overtime payment or time in lieu payable for each separate overtime attendance shall be four hours at the prescribed overtime rate. For the purposes of determining whether an overtime attendance is or is not continuous with ordinary duty, or is or is not separate from other duty, any meal period of up to one hour shall be disregarded.

### 56.2 Work on Saturday, Sunday and Public Holidays

All hours worked between midnight Friday and midnight Saturday shall be paid at time and one half the ordinary hourly rate. All hours worked between midnight Saturday and midnight Sunday shall be paid at twice the ordinary hourly rate of pay. All hours worked on a Public Holiday shall be paid at double time and one half the ordinary hourly rate.

### 56.3 Rest After Overtime

When overtime work is necessary it shall, wherever reasonably practicable, be so arranged that Employees have at least ten consecutive hours off duty between the work of successive days. An Employee other than a casual Employee who works so much overtime between the termination of their ordinary work on one day and the commencement of their ordinary work on the next day that they have not had at least ten consecutive hours off duty between those times shall, subject to this subclause, be released after completion of such overtime until they have had ten consecutive hours off duty, without loss of pay, for ordinary working time occurring during such absence. If on the instruction of the Employer, such an Employee resumes or continues work without having had such ten consecutive hours off duty, they shall be paid at double rates until they are released from duty for such period and he/she then shall be entitled to be absent until they have had ten consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.

### 56.4 Time Off in Lieu of Payment for Overtime

56.4.1 An Employee with an entitlement under clause 55 may elect, with the consent of the Employer, to take time off in lieu of payment for overtime at a time or times agreed with the Employer.

56.4.2 Overtime taken as time off during ordinary time hours shall be taken at the ordinary time rate for overtime worked Monday to Friday, that is an hour for each hour

worked, or in case of School Services Officers at the appropriate rate for all other overtime as specified in clause 56.

- 56.4.3 An Employer shall, if requested by an Employee, provide payment, at the rate provided for the payment of overtime in the Agreement for any overtime worked under sub-clause 56.4.1 (above) where such time has not been taken within four weeks of accrual.

## 57. SHIFT PENALTIES

- 57.1 Where an Employer requires an employee to work ordinary time on Monday to Friday, any part of which falls between the hours of 6pm and 7am, a penalty of 15% shall apply for the whole shift, additional to the ordinary rate of pay.
- 57.2 Where from time to time an Employer requires an Employee to work ordinary time on Monday to Friday falling wholly within the hours of 6pm and 7am (night shift) - a penalty of 15% shall apply for the whole shift, additional to the ordinary rate of pay.
- 57.3 Where, on an ongoing basis, an Employer requires an employee to work ordinary time on Monday to Friday which falls wholly within the hours of 6pm and 7am (night shift) - a penalty of 30% shall apply for the whole shift, additional to the ordinary rate of pay.
- 57.4 Where an Employee wishes to work outside the spread of hours and this is not required by an Employer, the Employee must request such an arrangement in writing. In the event of such a request and written agreement by the Employer, shift penalty payments shall not apply.

Where more than 5 days continuously are worked at the revised hours, the employee must give 2 days notice of reversion to **the Employers' required starting and finishing times.**

## 58. BROKEN SHIFTS

- 58.1 A broken shift means working ordinary hours in separate periods of duty each day. Broken shifts may not be worked in more than two separate periods; each period may not be less than 2 hours duration. No broken shifts shall be rostered with a break of less than 2 hours. Rosters shall be arranged to avoid hours of work extending beyond 12 hours per day.
- 58.2 Employees working a broken shift shall be paid 15% additional to the ordinary rate of pay for all time worked.

## 59. ON CALL

- 59.1 Any Employee required to hold themselves in readiness for a recall to duty shall be paid an allowance as set out in Schedule 3 for each day Monday to Friday and a differing amount as set out in Schedule 3 for each of Saturday and Sunday.
- 59.2 A School Services Officer recalled to work shall be paid for a minimum period of four hours.
- 59.3 A School Services Officer on approved annual leave or school holidays may not be required to work or be on call during that period.

60. MEAL BREAKS

School Services Officers are entitled to an unpaid meal break of at least thirty minutes. Meal breaks will be taken at a mutually convenient time provided that no more than 5 continuous hours are worked prior to the break. Such meal break shall not be counted as time worked and is unpaid.

School Services Officers shall be entitled to school recesses without deduction of pay where these recesses fall within the hours of employment. The timing of such recesses can be varied by mutual agreement.

61. MEAL ALLOWANCES

Where a School Services Officer is required to work overtime in excess of one and a half hours on any day the Employee shall be paid the allowance set out in Schedule 3 or be supplied with a meal. Any Employee required to work more than five hours overtime shall be paid a further amount as set out in Schedule 3 or be supplied with a meal.

62. TOOL ALLOWANCE

Where an Employee is required to provide his or her own tools, the Employer must pay the allowance set out in Schedule 3.

63. SPECIAL PROVISIONS FOR CATEGORY D SCHOOL SERVICES OFFICERS DURING SCHOOL HOLIDAYS

63.1 A Category D School Services Officer may be stood down on leave of absence without pay during any school holiday period when no work is available provided that:

63.1.1 such Employee shall be given as much notice as possible of the start and finish of any stand down period: notice must be at least two weeks and be in writing. Once notice is given, the stand down period shall not be varied unless by mutual consent between the Employer and the Employee;

63.1.2 where it is proposed that such Employee be stood down an Employer must on application approve the taking of any accrued annual leave or long service leave;

63.1.3 all periods of stand down during school holidays shall count as service for the purpose of this Agreement and for statutory purposes;

63.1.4 if appropriate work is available for such Employee during any period of stand down, the relevant Employee shall be offered such employment (whether on a full-time or casual basis) before any additional Employee is employed; the Employee who has been stood down may refuse the offer of employment without prejudice to his or her normal employment relationship.

63.2 For the purpose of sub-clause 63.1.4, "appropriate work" shall mean such work as is available that is capable of being performed by the employee. Remuneration for such work shall be at the rate of pay applicable to the work being performed.

63.3 No School Services Officer shall have his or her employment terminated on the grounds of work not being available due to school holidays.

63.4 Nothing in this clause shall operate to change the Category of employment of a School Services Officer which existed prior to the operation of this Part of the Agreement, except by agreement.

64 ALTERNATIVE INDIVIDUAL ARRANGEMENTS –RESIDENT CARETAKERS

- 64.1 The Employer may provide a non-monetary benefit to the Employee in lieu of the monetary benefits contained in clauses 56 - 60 of the Agreement and, subject to clause 64.5, provision of a non-monetary benefit extinguishes any entitlement of the Employee to be paid the monetary benefits contained in clauses 56 – 60.
- 64.2 For the purpose of this clause:
- 64.2.1 a non-monetary benefit is the provision of accommodation and the direct or indirect payment by the Employer of utilities arising from the provision of that accommodation;
- 64.2.2 the monetary benefits are the overtime rates under clause 56, shift penalties under clause 57, the payment for a broken shift under clause 58 and on call in clause 59.
- 64.3 The Employer shall nominate in writing to the Employee each non-monetary benefit provided to the employee in lieu of the monetary benefits.
- 64.4 The Employer must keep a record of the number of hours worked by the Employee during each pay period including the starting and finishing times of work.
- 64.5 At the end of each school year, if the monetary benefits calculated, using the records specified in clause 64.4 above, exceed the non-monetary benefits already paid the Employer shall pay to the Employee an amount (if any) equal to the difference.
- 64.6 The money value of the non-monetary benefits is determined by:
- 64.6.1 the value of the accommodation agreed between the Employer and the Employee at the time of engagement and upon review , having regard to the market value of the accommodation and the benefit derived by the particular employee from its provision;
- 64.6.2 the cost to the Employer of any utilities paid by the Employer; and
- 64.6.3 Fringe Benefits Tax.
- 64.7 If there is a dispute about any matters under this clause (including the money value of the non-monetary benefits), the dispute resolution procedure in this Agreement (clause 10) shall be used to resolve the dispute.

---

PART 9

OTHER PROVISIONS

---



## PART 9 - OTHER PROVISIONS

### 65. TRAINEESHIPS AND TRAINING WAGES

- 65.1 The Employer shall be able to employ persons under Traineeships. For the purposes of this clause, Traineeships means a system of training approved by The Victorian or Commonwealth Government, or which meets the requirements of a National Training Package developed by the National Industry Training Industry Advisory Board and endorsed by the National Training Framework Committee, which leads to an Australian Qualifications Framework qualification as specified by that National Training Package.
- 65.2 A 'Trainee' is an individual who is a signatory to a training agreement registered with the relevant Victorian Training Authority and is involved in paid work and structured training which may be on or off the job. The term 'Trainee' does not include an individual who already has the competencies to which the traineeship is directed.
- 65.3 The Trainee can be employed on a full time or part time basis.
- 65.4 The Trainee can be employed up to, and including, a maximum period of 18 months. Traineeships are limited term employment.
- 65.5 The Trainee will be employed under the conditions of this Agreement, including clause 64.1, except wage rates and classification structure which shall be set by the Australian Fair Pay Commission under the Australian Pay and Classification Scales in accordance with section 221 of the Workplace Relations Act 1996.

### 66. SUPPORTED WAGE

- 66.1 This clause defines special conditions for Employees with a disability.
- 66.2 An Employee with a disability shall be defined as an Employee who is qualified for a disability support pension as set out in section 94 or 95 of the Social Security Act 1991 or who would be so qualified but for paragraph 94(1)(e) or 95(1)(c) of that Act.
- 66.3 An Employee with a disability can be employed on a full time, part time, temporary or casual basis.
- 66.4 An Employee with a disability will be employed under the conditions of this Agreement, including clause 2, except for wage rates and classification structure which shall be set by the Australian Fair Pay Commission under the Australian Pay and Classification Scales in accordance with section 220 of the WR Act 1996. If the Australian Fair Pay Commission has not yet set such Australian Pay and Classification Scales, then whatever Australian Pay and Classification Scale is relevant, or if there is none then the applicable Federal Minimum Wage, will apply.
- 66.5 In referring to the above clause it is agreed that the minimum amount payable shall be \$60.00 per week.
- 66.6 In order to assess whether an Employee with a disability is able to perform the work required by the Employer, a trial period of 12 weeks shall occur. Except that in some circumstances a work adjustment period of up four additional weeks may be required. If for whatever reason the Employer deems the Employee with a disability unsuitable for the position during the trial period then the Employee with a disability employment may be terminated without notice thus excluding the provisions of clause 25 of the Agreement.

## 67. INTRODUCTION OF CHANGE

### 67.1 Employer's duty to notify

67.1.1 Where an Employer has made a definite decision to introduce major changes in program, organisation, curriculum, structure or technology that are likely to have significant effects on Employees, the Employer shall notify the Employees who may be affected by the proposed changes and the Union.

67.1.2 "Significant effects" include termination of employment, major changes in the composition, operation or size of the Employer's workforce or in the skills required; the elimination or diminution of job opportunities, promotion opportunities or job tenure; the alteration of hours of work; the need for retraining or transfer of Employees to other work or locations and the restructuring of jobs. Provided that where the Agreement makes provision for alteration of any of the matters referred to herein an alteration shall be deemed not to have significant effect.

### 67.2 Employer's duty to discuss change

67.2.1 The Employer shall discuss with the employees affected and their union, inter alia, the introduction of the changes referred to in clause 67.1, the effects the changes are likely to have on employees, measures to avert or mitigate the adverse effects of such changes on Employees and shall give prompt consideration to matters raised by the Employees and, where relevant, the Union, in relation to the changes.

67.2.2 The discussions shall commence as early as practicable after a definite decision has been made by the Employer to make the changes referred to in clause 67.1.

67.2.3 For the purposes of such discussion, the Employer shall provide in writing to the Employees concerned and the Union, all relevant information about the changes including the nature of the changes proposed; the expected effects of the changes on Employees and any other matters likely to affect Employees provided that any Employer shall not be required to disclose confidential information the disclosure of which would be inimical to the Employer's interests.

### 67.3 Regulatory Requirements

67.3.1 No Information provided to the union as a result of the operation of this clause shall refer to an individual employee and no information provided shall be contrary to the provisions of the Workplace Relations Regulations in terms of providing information to trade unions

## 68. EDUCATIONAL INITIATIVES

To facilitate the introduction of educational initiatives through pilot programmes that schools believe can lead to improved teaching and learning outcomes, schools will be able to determine alternative arrangements to those contained in this Agreement, save that no Employee shall be paid at a rate of pay less than those contained in this Agreement nor be required to perform an unfair, unreasonable or excessive workload. Prior to introducing a pilot programme a school is required to develop a detailed proposal identifying the educational initiative/s, the duration of the programme, the desired outcome/s, the consequences for the workload of the staff concerned and the review and evaluation process. In order to implement any initiative under this clause the school will need the agreement of

68.1 a significant majority of staff affected and

68.2 the relevant Diocesan Director of Education and

68.3 the Union

69. MANDATORY PROVISIONS

69.1 So long as an Employee is subject to this Agreement, the basic periodic rate of pay that is payable to the Employee must not be less than:

69.1.1 if a basic periodic rate of pay would have been applicable to the Employee under the Australian Fair Pay and Conditions Standard if the Employee had not been subject to an award or the agreement – the basic periodic rate of pay that would so have been applicable; or

69.1.2 if:

clause 69.1.1 does not apply to the Employee; and the employee is a junior Employee, an Employee with a disability, or an Employee to whom a training arrangement applies;

the rate of pay specified in, or worked out in accordance with a method specified in, regulations made for the purposes of this paragraph; or

if neither clause 69.1.1 nor clause 69.1.2 applies to the Employee – the standard FMW.

69.2 If the agreement covers casual Employees then section 871 provides as follows:

For so long as a casual Employee is subject to the agreement, the casual loading that is payable to the Employee must not be less than the default casual loading percentage (within the meaning of Division 2 of Part 7 of the WR Act).

70. LUMP SUM PAYMENTS

70.1 On commencement of this agreement an employee will be paid the lump sum amount set out in the table below. Eligibility for the payment is assessed on the basis of the employee's classification and salary sub-division immediately prior to translation on the date of commencement of this agreement.

Former Classification	Lump Sum Amount
Primary Principals	
All Primary Principals	\$2000
Primary & Secondary Deputy Principals	
All Primary & Secondary Deputy Principals	\$2000
Teachers	
2-2	\$1000
2-1	\$1000
1-12	\$1000
1-11	\$0
1-10	\$0
1-9	\$1000
1-8	\$1000
1-7	\$1000
1-6	\$1000
1-5	\$1000
1-4	\$1000
1-3	\$1000
1-2	\$0
1-1	\$0
School Service Officers	
All School Service Officers	\$650
School Officers	
Level 1 (All Subdivisions)	\$650
Level 2 (All Subdivisions)	\$650
Level 3 (All Subdivisions)	\$650
Level 4 (All Subdivisions)	\$650
Level 5 (All Subdivisions)	\$680
Level 6 (All Subdivisions)	\$800
Level 7 (All Subdivisions)	\$900
CEO Employees	
Psychologist (All Grades)	\$1000
Education Officers (All subdivisions)	\$1000
CEO Clerical Staff (All Levels)	\$650
School Advisor (All)	\$1000
Visiting Teacher (All)	\$1000
Placed Teachers (All)	\$1000
Speech Pathologists (All levels)	\$1000

- 70.2 The lump sum payments specified above are the amounts payable to a full time employee. A part time employee shall receive a pro rata payment based on their time fraction as at the commencement date of this agreement.
- 70.3 An employee on leave without pay, including employees on Parental Leave, will be paid the relevant lump sum when they return to work. The amounts payable to an employee returning from leave without pay and Parental Leave will be calculated on the basis of classification, salary sub-division and their time fraction immediately prior to proceeding on leave.
- 70.4 Casual employees, and Emergency Teachers, provided that they are employed consistent with the terms of this Agreement, will not be eligible to be paid a lump sum amount.



---

# APPENDIX 1

## PARENTAL LEAVE PROVISIONS

---



## APPENDIX 1 – PARENTAL LEAVE PROVISIONS

## PARENTAL LEAVE

1. Subject to the terms of this Appendix employees are entitled to maternity, paternity and adoption leave (parental leave) and to work part-time in connection with the birth or adoption of a child.

1.1 General Terms of Parental Leave

1.1.1 Conditions of eligibility:

1.1.1(a) An employee for the purposes of this appendix is a full-time or is a **part-time employee, or an “eligible casual employee” as defined in the Workplace Relations Act** but not an emergency teacher or casual employee;

1.1.1(b) The employee has had not less than 42 consecutive school weeks or four consecutive school terms of continuous service in Catholic education in Victoria immediately preceding the date upon which the employee proceeds on such leave. If an employee applying for maternity leave does not meet the conditions in this clause then that employee is only entitled to take leave without pay until the end of the current school year, in the event of pregnancy or birth and is not subject to the provisions regarding returning to work on a part time basis;

1.1.1(c) The employee shall produce to the employer a certificate from a legally qualified medical practitioner stating either the presumed **date of her confinement or the employee’s spouses name and** that the spouse is pregnant including a presumed date of her confinement;

1.1.1(d) Whilst ensuring that the minimum entitlements under the parental leave provisions of the Workplace Relations Act 1996 are guaranteed, the parties in recognition of the payments made under this Appendix expect the following Clauses to be observed;

- Clause 1.1.2(b)
- Clause 1.1.2(c)
- Clause 1.1.2(d)
- Clause 1.1.4(a)
- Clause 1.1.4(b)
- Clause 1.1.9(a)

1.1.1(e) The employee's entitlement shall be reduced by any period of parental leave taken by the employee's spouse in relation to the **same child. Apart from paternity leave taken by the employee's** spouse of up to one week at the time of confinement.

## 1.1.2 Single period of parental leave and commencement

- 1.1.2(a) Subject to 1.1.3 and 1.1.5 hereof, the period of parental leave shall be for an unbroken period of from six to 156 weeks and shall include, in the case of maternity leave, a period of six weeks compulsory leave to be taken immediately following confinement. Save that for a replacement or relieving employee, that period of leave shall not extend beyond the period for which they have been engaged as a replacement or relieving employee.
- 1.1.2(a)(i) The exception to this provision is when an employee takes paternity leave. In this circumstance the period shall be one week to 156 weeks including the week taken at the time of the **employee's spouses confinement**.
- 1.1.2(b) Employees accessing more than 104 weeks parental leave are subject to a return to work at the commencement of a school year only, even if this extends the period of maternity leave beyond 156 weeks, unless otherwise agreed.
- 1.1.2(c) An employee shall not less than fifteen weeks prior to the presumed date of confinement produce to their employer the certificate referred to in 1.1.1(c) above and give notice in writing to their employer setting out the presumed date of confinement.
- 1.1.2(d) An employee shall give not less than seven weeks notice in writing and provision of a statutory declaration to their employer of the date upon which the employee proposes to commence paternity leave stating the period of leave to be taken. Such notice and statutory declaration are detailed as follows;
- 1.1.2(d)(i) Particulars of any period of parental leave sought or taken by their spouse and that for the period of parental leave the employee will not engage in any conduct inconsistent with their contract of employment;
- 1.1.2(d)(ii) The notice required shall be in the form of a common parental leave application as agreed between the parties.
- 1.1.2(e) The provisions of paragraph 1.1.2(d) do not apply in the case of **an employee requesting one week's paternity leave**
- 1.1.2 (f) Whilst an employee is required to comply with paragraphs 1.1.2, (c) and (d), the requirement is not a condition of eligibility.

## 1.1.3 Further period of parental leave resulting from a subsequent pregnancy or adoption

For the purposes of this Clause a further period of parental leave shall mean a period of parental leave resulting from a subsequent pregnancy or adoption taken without a return to work from an initial period of parental leave and shall be deemed to be a new and separate period of parental leave.

- 1.1.3(a) When an employee who is already on parental leave under this Appendix applies for a further period of leave because of a subsequent pregnancy, the further period of parental leave shall be for a period not exceeding 156 weeks and shall commence from the date of confinement and shall cease at either the start of the next school year or the start of the year following as determined by the employee. Save that where an employee takes a further period of parental leave in excess of 104 weeks the employee shall return to work at the beginning of a school year only, even if this extends the period beyond 156 weeks, unless otherwise agreed with her employer.
- 1.1.3(b) Application for a subsequent period of parental leave shall comply with the provisions contained in 1.1.1, 1.1.2(a), 1.1.2(c), 1.1.2(d) and 1.1.3(a) above. Save that, this will not require an employee currently on paternity leave to return to work during the period of compulsory maternity leave of the mother following the birth of another child.
- 1.1.3(c) The parental leave taken and any return to work arrangements the employee has currently in place cease when a further period of parental leave commences.
- 1.1.4 Variation of parental leave
  - 1.1.4(a) Provided the variation does not extend each period of parental leave beyond 156 weeks, the period may be lengthened only once (save with the agreement of the employer) by the employee giving not less than 21 days notice in writing stating the period by which the leave is to be lengthened. Employees accessing more than 104 weeks parental leave are subject to a return to work at the commencement of a school year only, even if this extends the period of parental leave beyond 156 weeks, unless otherwise agreed.
  - 1.1.4(b) The period of leave may, with the consent of the employer, be shortened by the employee giving not less than seven working weeks notice in writing stating the period by which the leave is to be shortened.
  - 1.1.4(c) Subject to 1.1.3(a) of this subclause, the provisions of 1.1.4(a) and 1.1.4(b) above apply to those employees taking further periods of leave, unless the employer consents.
- 1.1.5 Cancellation of parental leave
  - 1.1.5(a) Parental leave applied for but not commenced shall be cancelled where the pregnancy terminates other than by the birth of a living child or should the placement of the child not proceed.
  - 1.1.5(b) Where the cancellation of parental leave occurs due to circumstances in clause 1.1.5(a), it shall be the right of the employee to resume work at a time nominated by the employer (which shall be no later than the beginning of the next succeeding term from the date of the notice in writing by the employee to the employer that the employee wishes to resume work).

1.1.6 Parental leave and other entitlements

Provided the aggregate of leave, including leave taken pursuant to 1.2.5 and 1.2.6 hereof, does not exceed 156 weeks for each period of parental leave or does not negate the obligation to return to work at the beginning of the school year for further periods of parental leave as defined in 1.1.3(a):

1.1.6(a) An employee may in lieu of or in conjunction with parental leave take any annual leave or long service leave or any part thereof to which the employee is then entitled;

1.1.6(b) Paid sick leave or other paid authorised absences under this Agreement (excluding annual leave or long service leave taken in conjunction with parental leave) shall not be available to an employee during their absence on parental leave.

1.1.7 Effect of parental leave on employment

Notwithstanding any provision to the contrary, absence on parental leave shall not break the continuity of service of an employee but shall not be taken into account in calculating the period of service for any purpose of this Agreement provided that absence on parental leave shall count for purposes of 1.1.1(b) above.

1.1.8 Termination of employment

1.1.8(a) An employee on parental leave may terminate his or her employment at any time during the period of leave by giving the required period of notice under this agreement.

1.1.8(b) The rights of an employer in relation to termination of employment are not hereby affected by an employee taking parental leave.

1.1.9 Return to work after a single period of parental leave

1.1.9(a) Except as provided in 1.1.9(b) hereof, an employee will return to work only from the beginning of a school term, preferably from the beginning of a school year and will indicate their intention of returning to work by giving in writing not less than seven working weeks notice wholly within a school term, that notice to be immediately prior to the proposed school term of commencement.

1.1.9(b) An employer may by agreement with the employee arrange for an employee to return to work at some date earlier than the commencement of a school term.

1.1.9(c) Provided the notice required pursuant to 1.1.9(a) above has been given, an employee shall be entitled to return to his or her former position or if that position no longer exists, a position commensurate with his or her qualifications and experience.

1.1.9(d) A part-time employee shall be entitled to return to a position which includes the same number of hours per week, but not necessarily the same times or class levels.

- 1.1.9(e) If no confirmation of an intention to return is received, the employer shall take reasonable steps of enquiry prior to making other arrangements.
- 1.1.10 Return to work from a further period of parental leave resulting from a subsequent pregnancy
  - 1.1.10(a) An employee will return to work only from the beginning of a school year and will indicate their intention of returning to work by giving in writing not less than seven working weeks notice wholly within a school term in the school year prior to the intended return.
  - 1.1.10(b) Return to work from a further period of parental leave resulting from a subsequent pregnancy will comply with the provisions in 1.1.9(b), 1.1.9(c), 1.1.9(d) and 1.1.9(e) of this Clause.
- 1.1.11 Replacement employees
  - 1.1.11(a) An employee specifically engaged as a result of an employee proceeding on parental leave will normally be a replacement employee provided however that such replacement employee does not have to fill the job vacated by the employee proceeding on parental leave.
  - 1.1.11(b) Before an employer engages a replacement employee under this subclause, the employer shall inform that person of the temporary nature of the employment and the rights of the employee who is being replaced.
  - 1.1.11(c) Before an employer temporarily promotes or transfers an employee to replace an employee exercising their rights under this Clause 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.
  - 1.1.11(d) Nothing in this subclause shall be construed as requiring an employer to engage a replacement employee.
- 1.2 Specific Provisions in Relation to Maternity Leave
  - 1.2.1 Parental Leave Payment
    - 1.2.1(a) Parental leave shall be without pay except that where the qualifying conditions set out below are met, a payment equivalent to fourteen weeks wages will be made. The payment is only made to female employees. No superannuation is paid in respect of this payment. The payment is made in respect of the first 14 week period of the leave taken that would otherwise be without pay. This 14 week period will not count as service for the purposes of leave entitlements. The payment is made at the time of confinement.

- 1.2.1(b) An employee who has not previously received a parental or maternity leave payment while working in Catholic education must have had not less than 42 consecutive school weeks or four consecutive school terms of continuous service in Catholic education to qualify for the parental leave payment. The payment **will be calculated based on the employee's ordinary rate of pay** immediately prior to the commencement of maternity leave.
- 1.2.1(c) An employee who has previously received a parental or maternity leave payment and taken parental leave thereto whilst employed in Catholic education must have returned to work in Catholic education for a period of not less than 42 consecutive school weeks or four consecutive school terms continuous service to qualify for a further parental leave payment. That payment will be made at the rate paid to the employee immediately prior to the taking of this, second or subsequent, period of parental leave.
- 1.2.2 An employee may commence a period of maternity leave at any time within six weeks (this does not preclude an earlier start to maternity leave) before the expected birth of the child. Where the employee continues to work within the six week period immediately prior to the expected date of birth, or where the employee elects to return to work within six weeks after the birth of the child, an employer may require the employee to provide a medical certificate stating that she is fit to work on her normal duties.
- 1.2.3 An employee shall not be in breach of this provision as a consequence of failure to give the stipulated period of notice in accordance with section 1.2 of this Appendix if such failure is occasioned by the confinement occurring earlier than the presumed date.
- 1.2.4 Transfer to a safe job
- 1.2.4(a) When in the opinion of a legally qualified medical practitioner an employee is fit to work but illness or risks arising out of the pregnancy or hazards connected with the work assigned to the employee make it inadvisable for the employee to continue in her present position for a stated period the employee shall, if employee has complied with the notice requirements of this Agreement and the employer deems it reasonably practicable, be **transferred to a safe job with no other change to the employee's** terms and conditions of employment.
- 1.2.4(b) If the employer does not think it is reasonably practicable to transfer the employee to a safe job, the employee may, or the employer may require the employee to take paid leave **immediately, at the employee's ordinary rate of pay** immediately before the period begins, for such period as is certified necessary by a legally qualified medical practitioner and such leave shall be in addition to any other leave entitlement she has.

- 1.2.5 Special maternity leave and sick leave
- 1.2.5(a) Where the pregnancy of an employee not then on maternity leave terminates within 28 weeks before the expected date of birth, other than by the birth of a living child, then:
- 1.2.5(a)(i) she shall be entitled to such period of unpaid leave (to be known as special maternity leave) as a legally qualified medical practitioner certifies as necessary before her return to work; or
- 1.2.5(a)(ii) for illness other than the normal consequences of confinement she shall be entitled either in lieu of or in addition to special maternity leave to such paid sick leave to which she is then entitled and which a duly qualified medical practitioner certifies as necessary before her return to work.
- 1.2.5(b) Where an employee not then on maternity leave suffers illness related to her pregnancy, she may take such sick leave to which she is then entitled and/or such further unpaid leave (to be known as special maternity leave) as a legally qualified medical practitioner certifies as necessary before her return to work.
- 1.2.5(c) For the purposes of 1.1.9 and 1.1.10 maternity leave shall include special maternity leave.
- 1.2.5(d) An employee returning to work after a period of leave taken pursuant to this subclause shall, be entitled to return to her former position or if that position no longer exists, a position commensurate with her qualifications and experience
- 1.2.5(e) A part-time employee shall be entitled to return to a position which includes the same number of hours per week but not necessarily the same times or class levels.
- 1.2.5(f) In addition to any entitlement described above an employee who is pregnant may access up to five days of her accrued sick leave entitlements for attending pre-natal medical appointments.

1.3 Specific Provisions in Relation to Paternity Leave

- 1.3.1 The employee's entitlement to paternity leave shall be reduced by any period of maternity leave taken by the employee's spouse in relation to the same child and, apart from paternity leave of up to one week at the time of confinement, shall not be taken concurrently with maternity leave.
- 1.3.2 **The one week's leave referred to at 1.3.1 above will be without pay. The Employee may elect to have this one week of leave deducted from the Employee's carer's leave credits, and may be taken in two separate periods.**

1.3.3 An employee shall not be in breach of this provision as a consequence of failure to give the stipulated period of notice in accordance with section 1.2 of this Appendix if such failure is due to:

1.3.3(a) the birth occurring earlier than expected; or

1.3.3(b) the death of the mother of the child; or

1.3.3(c) other compelling circumstances.

1.3.4 the employee shall notify his employer as soon as reasonably practicable of any change in the information provided pursuant to 1.3.3 above.

#### 1.4 Specific Provisions in Relation to Adoption Leave

Part 1.4 of this appendix is also applicable to employees who are entrusted with the care of a child or children under a Permanent Care Order of a Court

##### 1.4.1 Definitions

In this subclause:

1.4.1(a) child, in relation to an employee, means a person under the age of 5 years who is placed with the employee for the purposes of adoption and who has not previously lived continuously with the employee for a period of 6 months or more at the date or proposed date of placement or is not a child or step-child of the employee or of the spouse of the employee.

1.4.1(b) primary care-giver means a person who assumes the principal role of providing care and attention to a child.

1.4.1(c) relative adoption occurs where a child is adopted by a parent, a spouse of a parent or another relative, being a grandparent, brother, sister, aunt or uncle (whether of the whole blood or half blood or by marriage).

##### 1.4.2 Eligibility for adoption leave

1.4.2(a) An employee is, on production to the employer of the documentation required by 1.4.3(a) below entitled to one or two periods of adoption leave, the total of which must not exceed 156 weeks in the following circumstances:

1.4.2(a)(i) an unbroken period of up to three weeks at a time of the placement of the child (referred to in this subclause as short adoption leave);

1.4.2(a)(ii) an unbroken period of up to 156 weeks from the time of the placement of the child in order to be the primary care-giver of the child (referred to in this clause as extended adoption leave). This entitlement is to be reduced by any period of short adoption leave taken and the aggregate of any periods of adoption leave taken or to be taken by the employee's spouse in relation to the

same child. Save that for a replacement or relieving employee, that period of leave shall not extend beyond the period for which they have been engaged as a replacement or relieving employee;

- 1.4.2(b) The employer will, at the time of placement of the child, as defined in sub-clause 1.4.1(a) make a payment of up to 14 weeks' pay at the employee's ordinary rate of pay to one parent or an aggregate of up to 14 weeks' pay to both parents employed by respondents to the agreement, such payment being directly proportional to a period that would otherwise be unpaid.
- 1.4.2(c) Extended adoption leave is not to be taken concurrently with adoption leave taken by the employee's spouse in relation to the same child.
- 1.4.3 Certification
  - 1.4.3(a) Before taking adoption leave, the employee must produce to the employer a statement from an adoption agency or another appropriate body of the expected date of placement of the child with the employee for adoption purposes; or a statement from the appropriate government authority confirming that the employee is to have custody of the child pending application for an adoption order.
- 1.4.4 Notice requirements
  - 1.4.4(a) On receiving notice of approval for adoption purposes, an employee must notify his or her employer of the approval and, as soon as is reasonably practicable after receiving notice of the approval, must further notify the employer of the period or periods of adoption leave which the employee proposes to take. In the case of a relative adoption, the employee must so notify the employer as soon as is reasonably practicable on deciding to take a child into custody pending an application for an adoption order.
  - 1.4.4(b) An employee who commences employment with an employer after receiving a placement approval notice or placement notice for adoption purposes must notify the employer of that date as soon as is reasonably practicable after commencing employment and of the period of adoption leave which the employee proposes to take. Such an employee is not entitled to adoption leave unless he or she has not less than 42 weeks or four consecutive school terms of continuous service within Catholic education in Victoria immediately preceding the date on which he or she commences the leave.
  - 1.4.4(c) An employee must, within 8 weeks or as soon as is reasonably practicable after he or she is aware of the expected date of placement of a child for adoption purposes, give notice in writing to his or her employer of that date, and of the first and last days of any period of short adoption leave to be taken.

- 1.4.4(e) An employee shall not be in breach of this clause as a consequence of failure to give the stipulated period of notice in accordance with 1.4.4(c) or 1.4.4(d) if the failure is caused by:
  - 1.4.4(e)(ii) the requirement of an adoption agency for the employee to accept earlier or later placement of a child; or
  - 1.4.4(e)(iii) the death of his or her spouse.

1.4.7 Pre-adoption leave

- 1.4.7(a) The employer must grant to any employee who is seeking to adopt a child any unpaid leave not exceeding two days that is required by the employee to attend any compulsory interviews or examinations that are necessary as part of the adoption procedure.
- 1.4.7(b) If paid leave is available to the employee, the employee may elect to take such leave instead of pre-adoption leave.

1.5 Returning to work on a Part-time work basis

The following provisions shall apply to employees who have been on parental leave and are wishing to return to work on a part time basis.

1.5.1 Definitions

In this subclause:

- 1.5.1(a) Part-time employment means work of a lesser number of hours than constitutes full-time work under this agreement, but does not include temporary or casual work.
- 1.5.1(b) Former position means the position held by an employee immediately before commencing part-time employment under this subclause or, if such position no longer exists but there are other positions available for which the employee is qualified and capable of performing, a position as nearly as possible comparable in status and pay to that of the position held by the employee immediately before commencing part-time work.

1.5.2 Entitlement

With the agreement of the employer:

- 1.5.2(a) A employee may work part-time in one or more periods at any time from six weeks after the birth of the child until the child reaches school age.

- 1.5.2(b) The employer shall 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 on reasonable grounds related to the effect on the workplace or the employer's business. Such grounds might include cost, lack of adequate replacement staff, loss of efficiency and the impact on customer service.
- 1.5.2(c) Where an employee wishes to make a request under clause 1.5, such a request must be made as soon as possible but no less than seven weeks prior to the date upon which the employee is due to return to work from parental leave.
- 1.5.3 Return to former position
- 1.5.3(a) An employee who has had at least 42 weeks continuous service or 4 consecutive school terms within Catholic education in Victoria immediately before commencing part-time employment after the birth or placement of a child has, at the expiration of the period of such part-time employment or the first period, if there is more than one, the right to return to his or her former position.
- 1.5.3(b) Nothing in 1.5.3(a) shall prevent the employer from permitting the employee to return to his or her former position after a second or subsequent period of part-time employment.
- 1.5.4 Effect of part-time work on continuous service
- Under this Agreement, commencement on part-time employment under this subclause and return from part-time employment to full-time employment under this subclause does not break the continuity of service of an employee.
- 1.5.5 Pro rata entitlements
- Subject to the provisions of this subclause and the matters agreed to in 1.5.6 hereof, part-time employment shall be in accordance with the provisions of this Agreement and the entitlements provided for in this Agreement shall apply to part time employment on a pro rata basis
- 1.5.6 Part-time work agreement
- 1.5.6(a) Before commencing a period of part-time employment under this subclause the employer and the employee shall agree:
- 1.5.6(a)(i) that the employee may work part-time;
- 1.5.6(a)(ii) upon the hours to be worked by the employee, the days upon which they will be worked and the commencing times for the work;
- 1.5.6(a)(iii) upon the period of part-time employment.
- 1.5.6(b) The terms of this agreement may be varied by consent.

- 1.5.6(c) The terms of this agreement and any variation to it shall be in writing and retained by the employer. A copy of the agreement and any variation to it shall be provided to the employee by the employer.
- 1.5.6(d) The terms of this agreement shall apply to the part-time employment;
- 1.5.6(e) The work to be performed part-time need not be the work performed by the employee in his or her former position but shall be work commensurate with the employee's qualifications and experience.
- 1.5.6(f) An employer may request, but not require, an employee working part-time under this clause to work outside or in excess of the employee's ordinary hours of duty provided for in accordance with 1.5.6 (a) above.
- 1.5.7 Termination of employment
  - 1.5.7(a) The employment of a part-time employee under this clause may be terminated in accordance with the provisions of this Agreement.
  - 1.5.7(b) Any termination benefits payable to an employee whose employment is terminated while working part-time under this clause, or while working full-time after transferring from part-time work under this clause shall be calculated by reference to the full-time rate of pay at the time of termination and by regarding all service as a full-time employee as qualifying for a termination entitlement based on the period of full-time employment and all service as a part-time employee on a pro rata basis.
- 1.5.8 Replacement employees
  - 1.5.8(a) An employee specifically engaged as a result of an employee proceeding on part-time employment under this subclause will normally be a replacement employee.
  - 1.5.8(b) Before an employer engages a replacement employee under this subclause, the employer shall inform that person of the temporary nature of the employment and the rights of the employee who is being replaced.
  - 1.5.8(c) Before an employer temporarily promotes or transfers an employee to replace an employee exercising his/her rights under this clause 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.
  - 1.5.8(d) Nothing in this subclause shall be construed as requiring an employer to engage a replacement employee.

1.6 School Officers: specific provisions

1.6.1 Eligibility

Notwithstanding the above, in relation to School Officers, 1.1.9(c) shall not apply and that in their place the following shall apply:

Provided that the notice required pursuant to 1.1.9(a) has been given, a School Officer shall be entitled to the position which he or she held immediately before proceeding on parental leave, or in the case of a School Officer who was transferred to a safe job pursuant to 1.2.5, to the position which she held immediately before such transfer. Where such position no longer exists but there are other positions available for which the School Officer is qualified and the duties of which he or she is capable of performing, he or she shall be entitled to a position as nearly comparable in status, hours and salary or wage to that of his or her former position.

1.6.2 Transition arrangements regarding part-time employment and annual leave

Notwithstanding the above, the following arrangements shall apply for School Officers in relation to part-time work and annual leave under this subclause:

1.6.2(a) A School Officer working part-time under this subclause is to be paid for and take any annual leave accrued in respect of a period of full-time employment in such periods and manner as is specified in the annual leave provisions of this Agreement applicable to the work concerned, as if the School Officer were working full-time in the class or work the School Officer was performing as a full-time School Officer immediately before commencing part-time employment under this subclause.

1.6.2(b) A full-time School Officer is to be paid for and take any annual leave accrued in respect of a period of part-time employment under this Agreement in such periods and manner as is specified in the annual leave provisions of this Agreement applicable to the work concerned, as if the School Officer were working part-time in the class or work the School Officer was performing as a part-time School Officer immediately before resuming full-time employment.

1.6.2(c) By agreement between the employer and the School Officer, the period over which leave is taken under 1.6.2(b) above may be shortened to the extent necessary for the School Officer to receive pay at the School Officer's current full-time rate.

1.6.3 Transition arrangement regarding part-time employment and sick leave

Notwithstanding the above, the following arrangements shall apply for School Officers in relation to part-time work and sick leave under this sub-clause:

1.6.3(a) A School Officer working part-time under this subclause is to have sick leave entitlements which have accrued under this Agreement applicable to the work concerned (including any entitlement accrued in respect of previous full-time employment) converted into hours;

1.6.3(b) When this accrued entitlement is used, whether as a School Officer, working part time under this clause or as a full-time School Officer, having resumed full-time work after working part-time under this clause, sick leave will be debited at the rate of the ordinary hours that the School Officer was scheduled to work during the period of absence on sick leave.

1.7 Communication during parental leave

1.7.1 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:

1.7.1(a) make information available in relation to any significant effect the change will have on the status or responsibility level of the position the employee held before commencing parental leave; and

1.7.1(b) provide an opportunity for the employee to discuss any significant effect the change will have on the status or responsibility level of the position the employee held before commencing parental leave.

1.7.2 The employee shall take reasonable steps to inform the employer about any **significant matter that will affect the employee's decision regarding the duration of parental leave to be taken, whether the employee intends to return to work and whether the employee intends to request to return to work on a part-time basis.**

1.7.3 The employee shall also notify the employer of changes of address or other **contact details which might affect the employer's capacity to comply with 1.7.1.**

1.8 Right to Request

1.8.1 Notwithstanding anything to the contrary in this Appendix an employee entitled to parental leave pursuant to the provisions of this Appendix may request the employer to allow the employee to extend the period of simultaneous unpaid parental leave of one week for parental and paternity leave and three weeks for adoption leave to a maximum of eight weeks;

1.8.2 **The employer shall consider the request 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 on reasonable grounds related to the effect on the workplace or the employer's business. Such grounds might include cost, lack of adequate replacement staff, loss of efficiency and the impact on customer service.**

1.8.3 **The employee's request and the employer's decision made under clause 1.8 must be recorded in writing.**

- 1.9 Engagement with another employer whilst on Parental leave
- 1.9.1 If an employee engages in work (other than emergency or casual work) with a respondent employer (secondary employer) to this agreement they must advise their Employer prior to commencement.
- 1.9.2 If an employee is engaged with a respondent (secondary employer) to this agreement other than the Employer (primary employer) from which the employee is currently on parental leave and seeks a subsequent period of parental leave then the following conditions apply;
- 1.9.2(a) The employee is subject to the provisions of section 1.1 of this agreement in terms of eligibility and conditions;
- 1.9.2(b) Notwithstanding clause 1.1.3 subsequent parental leave taken under these circumstances can only be taken from the primary employer as the secondary employer has no obligation to provide parental leave;
- 1.9.2(c) Any payments under clause 1.2.1 and 1.4.2(b) are only applicable in relation to the primary employer and not the secondary employer, assuming eligibility for those payments are met.
- 1.9.3 An employee whilst on parental leave seeking work with a school outside Catholic education must first obtain the consent of their Employer. Such consent shall not be unreasonably withheld.



---

## APPENDIX 2

# SALARY INCREMENTAL ADVANCEMENT AND ASSESSMENT OF EXPERIENCE

---



## SALARY INCREMENTAL ADVANCEMENT AND ASSESSMENT OF EXPERIENCE

1. Movement to a common date and annual progression
  - 1.1 The date for incremental annual progression will be common to all employees commencing from 1 May 2009 and from 1 May each year thereafter and concluding on 30 April ( the incremental cycle) in the following year.
  - 1.2 Employees with less than 4 months service in any particular incremental cycle will not be eligible for incremental progression. Employees with 4 months service or more in any particular incremental cycle will be advanced to the next salary sub-division.
  - 1.3 Incremental progression until 31 December 2008 will occur in the same manner for all classifications of employee as was prescribed by the Victorian Catholic Schools and Catholic Education Offices Certified Agreement (2004-2007).
    - 1.3.1 Save that employees employed in the classifications and salary sub division specified in the table below on the day before the commencement of this Agreement are not eligible for further incremental advancement in 2008.

Teachers	L1-1 and L1.2
Deputy Principals Primary & Secondary	L7-1 and L7.2
Category A	L6-1 and L6.2
	L5-1 and L5-2
	L4-1 and L4-2 and L4-3
	L3-1 and L3-2 and L3-3 and L3-4
	L2-1 and L2-2 and L2-3 and L2-4
	L1-1 and L1-2 and L1-3 and L1-4
Deputy Principals Primary & Secondary	L7-1 and L7.2
Category B	L6-1 and L6.2
	L5-1 and L5-2
	L4-1 and L4-2 and L4-3
	L3-1 and L3-2 and L3-4
	L2-1 and L2-2 and L2-3 and L2-4
	L1-1 and L1-2 and L1-3 and L1-4
Principals	L7-1
	L6-4
	L5-1 and L5-2 and L5-3
	L4-1 and L4-2 and L4-3
	L3-1 and L3-2 and L3-4
	L2-1 and L2-2 and L2-4
	L1-1 and L1-2 and L1-4

1.4 Transition payment and eligibility

1.4.1 Employees who would but for the movement to a common incremental date, have been due to advance up the incremental scale on a date between 1 January 2009 and 30 April 2009 shall be eligible to be paid a transition payment. The amount of the transition payment for each eligible employee will equal the daily value of the salary amount due on 1 May 2009 multiplied by the number of days that the **employee's** increment is delayed beyond 12 months since the last annual increment.

1.4.2 The transition payment described in 1.4.1 above shall be paid to eligible employees at the commencement of the 2009 School year.

1.4.3 Fixed term employees whose employment will not continue beyond 1 May 2009 shall not be eligible to be paid the transition payment

1.5 **Graduate Teachers' payment**

1.5.1 A graduate teacher who commences employment at subdivision G-1 prior to 1 May in any year shall be paid a lump sum in lieu of the transition payment on progression to G-2 in the following year as set out below:

Commencement on or before	Lump sum payment		
	2009	2010	2011
1 January	\$0	\$0	\$0
1 February	\$375	\$385	\$395
1 March	\$250	\$257	\$264
1 April	\$125	\$128	\$132

2. ASSESSMENT OF EXPERIENCE FOR TEACHERS

2.1 Employees, other than employees on fixed term contracts, who were employed by a respondent employer on the date of commencement of this agreement, shall progress up the incremental scale in accordance with sub clause 1.2 of this clause. These employees on commencement of employment with another respondent employer will have their experience for the purpose of their commencement salary assessed by adding years of experience accrued in accordance with 1.2 of this Appendix after 31 December 2008 to their level prior to that date.

2.2 **The Employer shall record on the Employees' Personal record the Salary sub division that the employee translated to effective from 1 May 2008 and any incremental advancement that occurred between 1 May 2008 and 31 December 2008.**

2.3 **Fixed Term Teachers**  
Employees on fixed term contracts with a respondent employer at the commencement of this agreement and who commence a new contract of employment shall have their experience assessed as if they were new employees in accordance with sub clause 2.4

## 2.4 New teachers

2.4.1 Persons not employed by a respondent employer on the date of commencement of this agreement who commence employment after this date shall advance up the incremental scale and shall have their years of experience assessed on commencement in accordance with the following:

- (a) all years of experience prior to commencement shall be counted;
- (b) provided that a year of experience shall not be counted if the employee was employed for less than 4 months in any given incremental cycle (1 May in any year to 30 April in the next year);
- (c) the years of experience above shall be added to the commencement level in the appropriate classification.
- (d) Experience gained as a Casual Emergency Teacher shall not be counted for incremental progression.

## 3. ASSESSMENT OF EXPERIENCE FOR ALL CLASSIFICATIONS OTHER THAN TEACHERS

3.1 Persons employed at the commencement of this agreement.

Employees, who were employed by a respondent employer on the date of commencement of this agreement, shall progress up the incremental scale in accordance with sub clause.1.2 of this Appendix. For the purpose of assessing the commencement salary with another respondent employer after the commencement of this Agreement, but only where the new position is at or below the classification level at which the employee was previously employed in Catholic Education the provisions of 3.3.1 of this Appendix shall apply.

3.2 **The Employer shall record on the Employees' Personal record the Salary** sub division that the employee translated to effective from 1 May 2008 and any incremental advancement that occurred between 1 May 2008 and 31 December 2008.

3.3 NEW EMPLOYEES

3.3.1 Persons not employed by a respondent employer on the date of commencement of this agreement who commence employment after this date shall advance up the incremental scale and shall have their years of experience assessed on commencement in accordance with the following:

- (a) all years of experience in employment with any respondent employer prior to commencement at or below the classification level at which the employee is to be employed shall be counted;
- (b) provided that a year of experience shall not be counted if the employee was employed for less than 4 months in any given incremental cycle (1 May in any year to 30 April in the next year);
- (c) the years of experience above shall be added to the commencement level in the appropriate classification level.
- (d) Experience gained as a Casual employee shall not be counted.



---

APPENDIX 3

STANDARDS OF  
PROFESSIONAL PRACTICE

---



## 1.0 Standards of Professional Practice

1.1 These standards of professional practice must be based on an understanding of the religious dimension of the Catholic school and that it draws its inspiration and strength from the Gospel. References to policies in this appendix do not seek thereby to incorporate by reference into this agreement the terms of such policies.

1.2 The Standards of Professional Practice are based on the Victorian Institute of Teaching Standards of Professional Practice for Full Registration and the Victorian Institute of Professional Practice for Experienced Teachers and Educational Leaders.

2.0 The following Standards based on the VIT Standards for Professional Practice for Full Registration will apply to teachers who are at classification levels G1 and G2.

2.1 Teachers know how students learn and how to teach them effectively:

- Teachers draw on the body of knowledge about learning and contemporary research into teaching and learning to support their practice;
- Teachers know the importance of prior knowledge and language for learning and the impact of discussion, group interaction and reflection in the learning process;
- Teachers know how to engage students in active learning;
- Teachers know how classroom and program design, use of materials and resources and the structure of activities impact on learning;
- Teachers know the central place of religious education within the school curriculum.

2.2 Teachers know the content they teach

- Teachers have a sound, critical understanding of the content, processes and skills they teach;
- Teachers can articulate the key features and relevance of their content to their students and others, and can demonstrate how it is applied;
- Teachers know the methodologies, resources and technologies which support learning of the content, processes and skills they teach;
- Teachers are familiar with curriculum statements, policies, materials and programs associated with the content they teach.

2.3 Teachers know their students

- Teachers know the learning strengths and weaknesses of their students and are aware of the factors that influence their learning;
- Teachers are aware of the social, cultural and religious backgrounds of the students they teach and treat students equitably;
- Teachers develop an understanding and respect for their students as individuals, and are sensitive to their social needs and the way they interact with others;

- Teachers know the importance of working with, and communicating **regularly, with students'** families to support their learning.

#### 2.4 Teachers plan and assess for effective learning

- Teachers use their knowledge of students, content and pedagogy to establish clear and achievable learning goals for their students;
- Teachers plan for the use of a range of activities, resources and materials to provide meaningful learning opportunities for all their students;
- Teachers monitor student engagement in learning and maintain records of their learning progress;
- Teachers select assessment strategies to evaluate student learning, to provide feedback to students and their parents/guardians and to inform further planning of teaching and learning.

#### 2.5 Teachers create and maintain safe and challenging learning environments.

- Teachers develop positive learning environments where respect for individuals is fostered and where learning is the focus;
- Teachers provide a learning environment that engages and challenges their students and encourages them to take responsibility for their own learning;
- Teachers use and manage the materials, resources and physical space of their classroom to create a stimulating, safe environment for learning;
- Teachers establish and maintain clear and consistent expectations for students as learners and their behaviour in the classroom.

#### 2.6 Teachers use a range of teaching practices and resources to engage students in effective learning.

- Teachers communicate effectively with students to make their learning programs explicit, to build rapport, and to support their learning;
- Teachers provide and manage opportunities for students to explore ideas and develop knowledge and skills, through discussion and group activities;
- Teachers use and manage a range of teaching and learning strategies, technologies, activities and resources;
- Teachers provide meaningful feedback to students and their parents/guardians about their developing knowledge and skills.

- 2.7 Teachers reflect on, evaluate and improve their professional knowledge and practice.
- Teachers work within the framework of school, CECV and diocesan policies;
  - Teachers regularly reflect on and critically evaluate their professional knowledge and effectiveness of their teaching;
  - Teachers work collaboratively with other members of the profession and engage in discussion of contemporary issues and research to improve professional practice;
  - Teachers identify their own professional learning needs and plan for and engage in professional development activities;
  - Teachers develop organisational and administrative skills to manage their non-teaching duties effectively.
- 2.8 Teachers are active members of their profession.
- Teachers support and contribute to the development of the ethos of the Catholic School;
  - Teachers contribute to the development of school communities that support the learning and wellbeing of both students and fellow teachers;
  - Teachers work effectively with other professionals, parents/guardians and members of parish/broader community to provide effective learning for students;
  - Teachers promote learning, the value of education and the profession of teaching in the wider community;
  - Teachers understand and fulfil their legal responsibilities and share responsibility for the integrity of their profession.
- 3.0 The following Standards based on the VIT Standards of Professional Practice for Experienced Teachers and Educational Leaders will apply to teachers who are at classification levels above A1 to E4.
- 3.1 Teachers know how students learn and how to teach them effectively
- update their knowledge of contemporary research into teaching and learning to support their own practice and/or the development of effective practice for others in the profession;
  - draw on their knowledge of teaching practices to engage students in effective learning and/or assist others in the profession to do so;
  - update their knowledge of how classroom and program design, use of resources and the structure of activities impact on learning.
- 3.2 Teachers know the content they teach
- update and deepen their understanding of the content, they teach and/or support others within the profession to do so;
  - broaden their awareness of methodologies, technologies and resources which support the content, they teach, and/or support others in the profession to do so;
  - are familiar with current curriculum, statements, policies, materials and programs associated with the content they teach and/or their implementation in schools.
-

### 3.3 Teachers know their students

- gather and use information about the learning strengths and weaknesses of their students to support effective learning programs;
- broaden their understanding of the range of social, cultural and religious backgrounds of students and work to ensure that all students are treated equitably;
- **communicate with students' families to support learning and** productive school/family partnerships and/or support others in the profession to do so.

### 3.4 Teachers plan and assess for effective learning

- develop their knowledge of students, content and pedagogy to establish clear and achievable learning goals for students and/or to work with others in the profession to build effective learning programs;
- plan for and/or support the use of a range of activities and resources to provide meaningful learning opportunities for all students;
- update their knowledge of assessment strategies to evaluate student learning, to provide feedback to students and their parents/carers and to inform further planning for teaching and learning.

### 3.5 Teachers create and maintain safe and challenging learning environments

- use their understanding about effective teaching and learning to develop, and assist others to develop, a positive learning environment where respect for individuals is fostered and where student learning is the focus;
- develop their understanding of and/or their capacity to support practices that create a safe and stimulating environment for learning;
- develop their capacity and support others to build learning environments that engage and challenge students and encourage them to take responsibility for their own learning;
- develop the range of strategies they use to establish and maintain clear and consistent expectations for students as learners and for their behaviour in the classroom or school and/or support others in the profession to do so.

### 3.6 Teachers use a range of teaching practices and resources to engage students in effective learning

- develop their communication with students, parents and members of the profession to make learning programs explicit, to support the learning of students and/or teachers, and to build effective relationship;
- develop their understanding of/or promote a range of teaching practices that result in effective student and/or teacher learning;
- broaden their understanding of teaching and learning practices and resources that they use to engage students in learning and/or support the effective practice of others in the profession;
- use a range of strategies for providing meaningful feedback to students and their parents/carers about their developing knowledge and skills and/or support others in the profession to do so.

### 3.7 Teachers reflect on, evaluate and improve their professional knowledge and practice

- regularly reflect on and critically evaluate their professional knowledge and the effectiveness of their practice;
- work collaboratively with other members of the profession and engage in discussion of contemporary issues and research to improve professional practice;
- identify their own professional learning needs and plan for and engage in professional development activities that support and enhance knowledge and practice;

- develop their leadership, organisational and administrative skills to manage a range of non-teaching duties including curriculum and administrative leadership and facilities management.

### 3.8 Teachers are active members of their profession

- contribute to the development of school communities that support the learning and wellbeing of both students and colleagues;
- work effectively with other professionals, parents/carers and members of the community to provide effective learning for students;
- promote learning, the value of education and the profession of teaching in the wider community;
- understand and fulfil their legal responsibilities and share responsibility for the integrity of the profession.

## 4.0 Teacher Roles and Responsibilities

4.1 The parties are committed to ensuring that all students experience high quality teaching and that they are supported to become effective learners. It is important that students are provided with the highest quality learning conditions and teachers have every opportunity to deliver quality education. The roles and responsibilities that can be required of teachers at the respective levels of Graduate, Accomplished, and Expert are set out below:

### 4.2 The Graduate Teacher (Classification range G1 to G2)

The primary focus of the graduate teacher is on further developing skills and competencies to become an effective classroom practitioner with structured support and guidance from teachers at higher levels.

The focus of a graduate teacher is on classroom management, subject content and teaching practice. Graduate teachers are new entrants to the teaching profession who in their initial teaching years receive structured support, mentoring and guidance from teachers at higher levels.

Under guidance, graduate teachers will ordinarily plan and teach student groups in one or more subjects or primary year level(s) as appropriate. Graduate teachers are ordinarily expected to participate in induction programs and other professional learning activities.

Teachers at this level are responsible for teaching their own classes and may also assist and participate in policy development, project teams and organisation of co-curricular activities.

### 4.3 The Accomplished Teacher (Classification range A1 to A5)

The primary focus of the accomplished teacher is on planning, preparation and teaching of programs to **achieve specific student outcomes. These teachers ordinarily teach a range of student's/classes and** are accountable for the effective delivery of their programs. Accomplished teachers are skilled teachers who operate under general direction within clear guidelines following established work practices and documented priorities. They may have responsibilities for the supervision and training of one or more pre-service teachers and model exemplary classroom practice and mentor other teachers if appropriate.

At this level, accomplished teachers participate in the development of school policies and programs and assist in the implementation of school priorities.

#### 4.4 The Expert Teacher (classification range E1 to E4)

Expert teachers will ordinarily play a significant role in assisting the school to improve student performance and educational outcomes determined by the school improvement plan and diocesan priorities and contributing to the development and implementation of school policies and priorities. A critical component of this work will focus on increasing the knowledge base of staff within their school about student learning and high quality instruction to assist their school to define quality teacher practice. Expert teachers may have the responsibilities for supervision of one or more pre-service teachers.

Expert teachers would be expected to:

- have the content knowledge and pedagogical practice to meet diverse needs of all students
- model exemplary classroom practice
- mentor or coach other teachers in the school to engage in critical reflection of their practice and to support staff to expand their capacity
- provide expert advice about the content, processes and strategies that will shape individual and school professional learning
- assist other staff to use student data to inform teaching approaches that enable targets related to improving student outcomes to be achieved.

---

## APPENDIX 4

# CONSULTATIVE PROCEDURES RE: CLASS SIZES, SCHEDULED CLASS TIME AND POSITIONS OF LEADERSHIP

---



## CONSULTATIVE PROCEDURES RE: CLASS SIZES SCHEDULED CLASS TIME POSITIONS OF LEADERSHIP

### 1. PREAMBLE

- 1.1 These agreed procedures set out a process of consultation for registered primary and secondary schools.
- 1.2 The parties acknowledge that staff morale and employee job satisfaction is enhanced where the views of all employees are taken into account before decisions are made. The aim of this agreement is to establish workplace **consultative arrangements that ensure the principal's responsibility, as the Employer's representative, is to make school based decisions carried out** in a framework that enables staff to have input into decisions that affect their working life.
- 1.3 The **principal, as the Employer's representative, has ultimate administrative and operational** responsibility for decisions made at the school level, provided that these decisions are made in accordance with the consultation principles outlined below.
- 1.4 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 advise on what is about to happen. This is 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."**
- 1.5 Consultation means a serious attempt through a fair exchange of views is made in order to reach an understanding and consensus.
- 1.6 The Principal is responsible for the teaching and learning process within the school. The Principal meets this responsibility in collaboration with staff through a process of consultation, including with the Consultative Committee, in respect to Class Size, Scheduled Class Time and Positions of Leadership.
- 1.7 Consultation about class sizes workloads and positions of leadership occurs having regard to the following:
- The professional expectations of teachers including:
    - teaching the curriculum
    - curriculum development, preparation, assessment, record keeping and reporting
    - student pastoral care and supervision
    - meetings and administration
    - professional development
    - co-curricular activities
    - professional collegial activities
    - contributing to the mission of Catholic education, the mix of factors which impinge on the professional expectations of teachers and influence the workload of an individual including:
      - class size
      - curriculum mix
      - range of ability of students

- age of students
- special needs students
- resources and facilities available
- availability of specialist and/or support staff
- school culture

## 2. CONSULTATION

### 2.1 The Committee

There shall be a Consultative Committee in each school which will be either, that which is agreed between the Principal and the majority of staff, or a Committee comprising;

- the Principal;
- 2 nominees of the Principal
- 2 nominees of VIEU
- 1 staff nominee elected by and from the total staff

2.2 The specified model will apply unless and until there is an agreed alternative. VIEU will be given two weeks notice prior to a vote being taken.

2.3 Each member may choose to have a proxy.

2.4 The term of office of members and the duration of the model agreed shall be decided at the school but shall be for a minimum of one year and a maximum of three years.

## 3. PROCEDURES

3.1 Meetings of the Consultative Committee may be called by the Principal or by at least three members of the Committee at any time.

3.2 The Consultative Committee shall meet each year as often as required.

3.3 The Consultative Committee shall provide recommendations to the Principal on the following issues:

- class sizes;
- scheduled class time
- total workloads for teachers including meetings, parent/teacher meetings and extra/co-curricular duties;
- Positions of Leadership

3.4 Reasonable notice of meetings will be given and the agenda, motions and relevant papers shall be distributed in sufficient time to allow consultation prior to the meeting.

3.5 Minutes of the meeting shall be made available to the members of the Consultative Committee within two weeks of the date of the meeting.

3.6 Where a Principal makes a decision which is not consistent with the recommendations of the Consultative Committee, the Principal shall provide to the Committee members, in writing, the reasons for the decision.

3.7 Where the Committee decides that insufficient consultation has taken place, this concern should be taken up formally with the principal.

3.8 Where a grievance arises in relation to the operation of the Committee the Dispute Settling Procedure will apply.

#### 4. CLASS SIZES

4.1 Having regard to resources and facilities schools should plan for the minimum class sizes possible. As part of the planning processes Consultative Committees should take into account:

- the particular educational needs of the students;
- students with special disabilities;
- the pastoral care consequences for students;
- the school curriculum including the nature of the subject and the methods of teaching used;
- the possibility to optimise student learning opportunities through varied forms of teaching arrangements such as team teaching, lecture/tutorials;
- the quality of education possible in large classes;
- the age and development of students;
- the balance between class size and teaching loads and the comparability of work;
- loads of the teachers;
- the support staff both teaching and non-teaching available to assist with the class;
- the facilities available;
- the goals established by the school with respect to class size;
- the financial resources available to the school;
- the safety needs of staff and students; and
- the access of Catholic students to the School.

4.2 Unless agreement is reached to the contrary the following class size limits shall apply:

- 29 in Years P to 10;
- 27 in Years 11 to 12 classes.

4.2.1 The Consultative Committee should make special recommendations with regard to support and resourcing for a classroom teacher where:

- a P-2 class exceeds 26
- a 3-10 class exceeds 28

Such special recommendations shall take into account the resource levels of the school and the resource levels already provided to the teacher involved.

4.3 The limits in Clause 4.2 may be exceeded by any number with the agreement of the teacher and the agreement of a majority of the Consultative Committee and either a reduction in some other aspect of the teacher's duties or some additional support for that teacher.

4.4 Practical classes in Secondary schools

Schools should plan for the minimum practical class sizes possible given available resources. Practical classes should be determined having regard to the nature of the activities, the nature of the equipment used, the maturity and competence of the students and the capabilities of the teacher to provide expert supervision.

The Consultative Committee will develop a policy regarding practical classes. Such a policy will include

- consideration of the following criteria:
- identification of practical classes;
- staff and student health and safety;
- school facilities; and
- provision of assistance, eg. Non-teaching staff.

## 5. SCHEDULED CLASS TIME

### 5.1 Definition

#### 5.1.1 Scheduled class time includes:

- all scheduled classes allocated to the teacher whether that class consists of a single student or a group of students;
- any sport/activities sessions allocated to the teacher which are scheduled during normal class time;
- scheduled home room duties (Secondary schools);
- scheduled assemblies (Primary schools);

#### 5.1.2 While included in professional expectations the following are not part of scheduled class time:

- any sport sessions taken by the teacher outside normal school time;
- staff meetings;
- the time that teachers are expected to arrive and to supervise classrooms prior to the commencement and on completion of formal duties;
- student recess and lunch breaks;
- the time spent outside normal school time on school camps, excursions, etc.;
- yard supervision, bus duty etc.;
- extras (Secondary schools).

#### 5.1.3 From the commencement of the 2005 school year in secondary schools, unless otherwise agreed by a majority of the Consultative Committee, the first 15 minutes per week or 150 minutes per term of school and year level assemblies.

5.1.3(a) Save that where equivalent time in lieu is provided from scheduled class time for attending such assemblies, all such time shall be excluded and schools which in 2004 counted assemblies in scheduled class time shall continue to do so.

### 5.2 Limits

5.2.1 In primary schools full time teachers may be allocated a maximum of 23 hours per week.

5.2.2 In secondary schools full time teachers may be allocated a maximum of 20 hours per week. Where a school operates a cyclical timetable, scheduled class time shall not exceed the equivalent of 20 hours per week for full time teachers.

5.2.3 In schools where teachers teach across primary and secondary classes, the Consultative Committee can vary the above scheduled class time limits for those teachers.

5.2.4 Part time teachers shall be allocated a pro rata amount of scheduled class time.

### 5.3 Variation of Limits

5.3.1 The limits on scheduled class time may be exceeded for individual teachers subject to:

- agreement from that teacher;
- agreement from the Consultative Committee;
- a reduced load in some other aspect of that teacher's duties.

### 5.4 Averaging

#### 5.4.1 Primary Schools

The total scheduled class time per week in Clause 5.2 may be averaged over the term save that it cannot normally be more than 24 hours in any one week.

#### 5.4.2 Secondary schools

The total scheduled class time per week in Clause 5.2 may be averaged over the terms or semesters in a school year, save that the maximum in any one term or semester shall not exceed 21 hours in any one week or 22 with the agreement of the teacher.

5.4.3 If averaging over a year is proposed in terms of this sub-paragraph, then such a proposal shall first be the subject of consultation with the Consultative Committee and recommendation to the Principal.

### 5.5 Extras in Secondary Schools

5.5.1 An extra in a Secondary school is defined as any class taken by a teacher which is in addition to 20 hours of scheduled class time. These extras do not include classes which are taken in lieu of a teacher's scheduled classes. Unless a teacher agrees there shall be a maximum of 18 hours of extras per annum for full time teachers with no more than one extra per week. Part time teachers shall have a pro-rata maximum.

5.5.2 The Consultative Committee shall develop a local policy on extras which shall give consideration to the following factors:

- equity of distribution;
- individual staff preferences; and
- pastoral care issues.

### 5.6 Teachers in their First Year of Experience

5.6.1 In primary schools may be allocated a maximum of 21.5 hours of scheduled class time per week averaged over a term.

5.6.2 In secondary schools may be allocated a maximum of 18 hours per week of scheduled class time over a term.

## 6. POSITIONS OF LEADERSHIP

### 6.1 Structure and Appointment

6.1.1 Each school will have the flexibility to determine its own promotion structure within the Positions of Leadership pool arrangements.

6.1.2 The Consultative Committee shall make recommendations to the Principal concerning:

- the structure of Positions of Leadership in the school;
- the nature and role of those positions;
- the method of appointment;
- the tenure of the positions;
- the level of the allowance to apply to each position or the amount of any other allowance;
- the time release to apply to each position;
- the amount of the pool (up to a maximum of 15% in secondary and 20% in primary) to be expended on time release.

6.1.3 The Principal selects and appoints staff to the Positions of Leadership.

### 6.2 Pool arrangements

6.2.1 Each school shall expend a minimum amount on Positions of Leadership. The minimum size of the Positions of Leadership pool will be calculated on the basis of the number of students.

6.2.2 The amount per student will be as follows from the first pay period commencing on or after:

Level	1 May 2008	1 Jan 2009	1 Jan 2010	1 Jan 2011
Primary greater than 150	\$63.60	\$65.32	\$67.09	\$68.91
Primary less than 150	\$89.03	\$91.45	\$93.93	\$96.47
Secondary	\$93.45	\$95.98	\$98.58	\$101.26

6.2.3 In schools with Primary and Secondary classes, the Consultative Committee shall make a recommendation on whether there should be either 2 separate Primary/Secondary pools or 1 combined pool.

### 6.3 Allowances

6.3.1 Subject only to the following provisions of this clause the POL Allowances set out in Schedule 3 will be payable.

6.3.2 The Consultative Committee shall be able, by majority decision, to recommend another amount as the allowance for a position, except that it cannot recommend a minimum allowance less than Allowance 1 except where an amount less than this figure remains in the pool.

### 6.3.3 POL Savings Clause

6.3.3.1 An employee who has been appointed to a POL position in accordance with the Victorian Catholic schools and Catholic Education Offices Certified Agreement 2004 – 2007, and whose allowance is currently above the allowances prescribed above, shall be maintained at their current level of allowance (adjusted by 4.9% from 1 May 2008, 2.71% from 1 January 2009, 2.71% from 1 January 2010, 2.71% from 1 January 2011) for the duration of the appointment to that POL position.

### 6.4 Tenure

6.4.1 The Consultative Committee shall recommend a period of limited tenure for all appointments of between two to five years.

6.4.2 Where an incumbent Position of Leadership holder resigns from a position prior to the end of the period of tenure, the Principal may appoint a replacement to that position for the duration of the original appointment.

### 6.5 Variations

The principal may decide, with the support of the majority of the Consultative Committee on alternative arrangements to those set out above, with respect to tenure of less than 2 years and an allocation of time release up to 30% of the pool in secondary and 40% in primary. Where such a variation is proposed VIEU shall be given 2 weeks notice prior to a vote being taken.

### 6.6 Primary Schools: Deputy Principal/Leadership Team

6.6.1 Schools with enrolments greater than 150 students shall have a position of Deputy Principal except:

- where co - principals are appointed;
- where the principal decides, with the support of the Consultative Committee, to have an alternative leadership structure. (NB this can only occur at the conclusion of the tenure of a deputy principal).

6.6.2 In schools where an alternative leadership structure has been agreed the deputy principal allowance (at subdivision 5 of Levels, 3,4 and 5 or at subdivision 4 of Levels 6 and 7 based on the school's enrolment as contained in Schedule 3) shall be added to the per capita pool figure specified in Clause 6.2 above.

6.6.3 In each school there must be definite arrangements in writing regarding responsibility for the school when the principal is absent.

## 7. INFORMATION SHARING

7.1 To facilitate the consultative process, relevant financial, enrolment, and resource details should be provided to members of the Consultative Committee by the Principal. The following data should be provided:

7.1.1 Previous Year Actual Result:

- Recurrent Deficit/Surplus including, Recurrent Income, Private income (including fees) and Government Grants (Commonwealth and State);
- Recurrent Expenditure including Salaries and related cost and other recurrent expenditure;
- Capital Deficit/Surplus including Capital Income, Private Capital Income and Government Grants;
- Capital Expenditure, Purchases and Capital Repayments (Commonwealth)
- Bank Account balances at end of year.

7.1.2 Budget for Current Year with actual fee levels per student for previous year and current year and any additional information which would have an impact on the financial situation of the school.

7.1.3 Demographic Data

- Applications for enrolment and number accepted for each of last 3 years;
- Pupil/teacher ratios for each of the last 3 years;
- Details of actual class sizes for previous and current years.

7.1.4 None of the information provide in clause 7 shall refer to an individual Employee and no information provide under clause 7 shall be contrary to the provisions of the Workplace Relations Act 1996 in terms of providing information to trade unions

---

APPENDIX 5

REDUNDANCY

---



## 1. REDUNDANCY

- 1.1 Redundancy occurs where an Employer has made a definite decision that the Employer no longer wishes the job the Employee has been doing done by anyone and that decision leads to a termination of the Employee's employment, except where this is due to ordinary and customary turnover of labour.
- 1.2 Despite the provisions of this Appendix, where a reduction of .5 or more FTE in the hours of a part-time Employee is proposed, the Employee may choose to accept the new position at the reduced FTE fraction, or to be declared redundant from Catholic Education and receive the appropriate payment as provided in this Appendix.

## 2. DISCUSSIONS BEFORE TERMINATIONS

- 2.1 Where a situation of potential redundancy exists, the Employer shall hold discussions in **accordance with the "Guidelines" set out in clause 13 of this Appendix in the case of a potential redundancy in Catholic Education in Victoria.**"

## 3. TRANSFER TO LOWER PAID DUTIES

- 3.1 Where an Employee is transferred to lower paid duties for reasons set out in clause 3 of this Appendix, the Employee shall be entitled to the same period of notice of transfer as would have been the case if this employment had been terminated and the Employer may at the Employer's option, make payment in lieu thereof an amount equal to the difference between the former ordinary time rate of pay and the new lower ordinary time rate for the number of weeks of notice still owing.

## 4. SEVERANCE PAY

- 4.1 In addition to the period of notice prescribed for ordinary termination in this Agreement and subject to further award of the Commission, an Employee whose employment is terminated for reasons set out in clause 1 of this Appendix shall be entitled to the following amount of severance pay in respect of a period of continuous service as defined in the termination clause of the Agreement.
- 4.1.1 If an Employee is under 45 years of age, the Employer shall pay in accordance with the following scale:

Period of continuous service	Severance pay
Less than 1 year	Nil
1 year but less than 2 years	4 weeks' pay
2 years but less than 3 years	7 weeks' pay
3 years but less than 4 years	10 weeks' pay
4 years but less than 5 years	12 weeks' pay
5 years but less than 6 years	14 weeks' pay
6 years and over	16 weeks' pay
15 years and over	21 weeks' pay

- 4.1.2 Where an Employee is 45 years old or over, the entitlement shall be in accordance with the following scale:

Period of continuous service	Severance pay
Less than 1 year	Nil
1 year but less than 2 years	5 weeks' pay
2 years but less than 3 years	8.75 weeks' pay
3 years but less than 4 years	12.5 weeks' pay
4 years but less than 5 years	15 weeks' pay
5 years but less than 6 years	17.5 weeks' pay
6 years and over	20 weeks' pay
15 years and over	25 weeks' pay

- 4.2 "Weeks' pay" means the ordinary time rate of pay for the Employee concerned.

## 5. EMPLOYEE LEAVING DURING NOTICE

- 5.1 An Employee whose employment is terminated for reasons set out in clause 1 of this Appendix may terminate employment during the period of notice and, if so, shall be entitled to the same benefits and payments under this clause had the Employee remained with the Employer until the expiry of such notice. Provided that in such circumstances the Employee shall not be entitled to payment in lieu of notice.

## 6. ALTERNATIVE EMPLOYMENT

- 6.1 An Employer in a particular redundancy case may make application to the Commission to have the general severance pay prescription varied if the Employer obtains acceptable alternative employment for an Employee. The parties agree that the Commission has the power to vary the severance pay prescriptions and issue orders in such circumstances.
- 6.2 Where the Employee obtains employment in another Catholic School or Institution in Victoria and there is no loss of benefits (i.e. salary, long service leave, sick leave, annual leave, superannuation, etc.) then the Employee shall not be entitled to severance pay.

## 7. TIME OFF DURING NOTICE PERIOD

- 7.1 During the period of notice of termination given by the Employer, an Employee shall be allowed up to one day's time off without loss of pay during each week of notice for the purpose of seeking other employment.
- 7.2 If the Employee has been allowed paid leave for more than one day during the notice period for the purpose of seeking other employment, the Employee shall, at the request of the Employer, be required to produce proof of attendance at an interview or not receive payment for the time absent. For this purpose a statutory declaration will be sufficient.

## 8. TRANSMISSION OF BUSINESS

- 8.1 Where a business is transmitted from an Employer (in this sub-clause called "the transmitter") to another Employer (in this sub-clause called "the transferee") and an Employee who at the time of such transmission was an Employee of the transmitter in that business becomes an Employee of the transferee.

- 8.1.1 the continuity of the employment of the Employee shall be deemed not to have been broken by reason of such transmission; and
  - 8.1.2 the period of employment which the Employee has had with the transmitter or any prior transmitter shall be deemed to be service of the Employee with the transmittee.
  - 8.2 In this sub-clause "business" includes trade, process, business or occupation and includes part of any such business-and "transmission" includes transfer, conveyance, assignment or succession whether by agreement or by operation of law and "transmitted" has a corresponding meaning.
9. EMPLOYEE WITH LESS THAN ONE YEAR'S CONTINUOUS SERVICE
- 9.1 This Appendix shall not apply to Employees with less than one year's continuous service, as defined in clause 23 (Service Continuity).
10. EMPLOYEES EXEMPTED
- 10.1 This Appendix shall not apply where employment is terminated as a consequence of conduct that justifies instant dismissal, or in the case of casual Employees or emergency teachers, or Employees engaged for specific periods of time or for a specified task or tasks.
11. INCAPACITY TO PAY
- 11.1 An Employer, in a particular redundancy case, may make application to the Commission to have the general severance pay prescription varied on the basis of the Employer's incapacity to pay. The parties agree that the Commission has the power to vary the severance pay prescriptions and issue orders in such circumstances.
13. REDUNDANCY GUIDELINES
- 13.1 Preamble
    - 13.1.1 The Procedures have been designed to ensure a consistent and fair approach to be applied to all in Catholic education. The full co-operation of all parties is essential therefore for all engaged in the providing of advice to schools to work together to help the situation reach a satisfactory conclusion.
  - 13.2 Definitions
    - 13.2.1 For the purpose of these Procedures, a potential redundancy situation applies where any member of staff could be disadvantaged in his or her current employment contract as a result of changes in funding, curriculum, enrolment decline, or as a result of policy/administration changes.
  - 13.3 Objectives
    - 13.3.1 The objectives of these Procedures, in order, are to:
      - 13.3.1(a) avoid redundancies in Catholic schools in Victoria;
      - 13.3.1(b) delay redundancies where this is not possible and
      - 13.3.1(c) 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.

- 13.3.2 The procedures must be applied as early as possible. This also allows the appropriate consultation to occur and the provision of notice where applicable.
- 13.4 Timelines
- 13.4.1 The timelines are a guide only. They are based on the assumption that a redundancy will take effect from the beginning of a school year and that the information upon which a potential redundancy is identified is available early in the year previous to the redundancy. Where a situation arises in other circumstances (e.g. as a result of student elective choices late in a school year, or unanticipated enrolment decline in the February census) the timelines contained in this document may not apply and the school will notify the parties as soon as the potential redundancy situation is identified so that Step 1 can commence.
- 13.5 Re-Employment Assistance
- 13.5.1 Role of the Diocesan Catholic Education Offices
- 13.5.1(a) In order to achieve the aims outlined above, Employers will request Diocesan Catholic Education Offices to assist staff to find on-going employment where:
- 13.5.1(a)(i) schools have declared individual staff members redundant; or
- 13.5.1(a)(ii) the school has announced its closure; or
- 13.5.1(a)(iii) the school has announced that it is amalgamating with another school/s.
- 13.5.1(b) Employers will also request Diocesan Catholic Education Offices to consult with the parties on a regular basis as to:
- 13.5.1(b)(i) the number of redundancies still remaining; and
- 13.5.1(b)(ii) the ways that have been employed to assist staff find on-going employment.
- 13.5.2 Interviews
- 13.5.2(a) Where an application is made for a vacant position in a Catholic school in Victoria, and
- 13.5.2(a)(i) the applicant has the qualifications and experience to fill the vacancy; and
- 13.5.2(a)(ii) the applicant identifies that he/she has been declared redundant from another Victorian Catholic school then the school should interview the applicant for the position.
- 13.6 Step 1 the redundancy identification
- 13.6.1 Procedures
- 13.6.1(a) In each year as soon as a potential redundancy situation is identified at the school level, the Employer/Principal shall communicate this fact to the staff, in writing, with an outline of the reasons for the potential redundancy;

- 13.6.1(b) A copy of this notification shall be forwarded at the same time to VIEU, and the relevant Diocesan Director;
  - 13.6.1(c) A copy of these procedures is also to be given to each staff member.
- 13.6.2 Timeline
- 13.6.2(a) This step to take place by the end of the third week of the third term where the redundancy would be effective at the end of the year.
  - 13.6.2(b) The timeline is an indication of the latest date at which it is expected that the staff are informed of the potential redundancy. It is to be noted that the staff are to be informed as soon as the school identifies the potential redundancy in that year.
  - 13.6.2(c) As soon as a potential redundancy situation is resolved at the school level, the Employer/Principal shall communicate this fact to the parties.
  - 13.6.2(d) After the staff have been notified in writing the school should commence procedures to resolve the potential redundancy.
- 13.6.3 Alternatives available
- 13.6.3(a) In investigating the alternatives available, a written record shall be held of the information obtained and the efforts made to ascertain any way of resolving the problem.
  - 13.6.3(b) Included in the alternatives that the Employer/ Principal should investigate are the following:
    - 13.6.3(b)(i) What efforts can be made to re-deploy existing staff within the school;
    - 13.6.3(b)(ii) Staffing requirements in all other schools under the authority of the present Employer;
    - 13.6.3(b)(iii) The possibilities of employment of staff in neighbouring schools;
    - 13.6.3(b)(iv) Any additional funding that may be available, e.g. additional government funding, parish support;
    - 13.6.3(b)(v) Retraining possibilities;
    - 13.6.3(b)(vi) Possible leave arrangements e.g. Leave Without Pay, Long Service Leave, Parental Leave,
  - 13.6.3(c) Included in the alternatives are applications by staff indicating that they are willing to make a voluntary offer to be declared redundant.
  - 13.6.3(d) When staff are asked what their intentions are for the period concerned (e.g. the following year) it should be noted that it is unacceptable for staff to be pressured into applying for positions elsewhere because it may be seen that the school has pre-empted the necessary consultative and deliberative processes in later steps.

13.7	Step 2	The Redundancy Document	
	13.7.1	Procedures	
		13.7.1(a)	If the potential redundancy is not solved, the Principal will send either:
		13.7.1(a)(i)	a redundancy document to all the parties mentioned above, or
		13.7.1(a)(ii)	a notification that a voluntary redundancy and/or <b>an offer of leave without pay' has been accepted.</b>
	13.7.1	Timeline	
		13.7.1(a)	The Employer's/Principal's document is to be sent to the parties at the beginning of the third last week of third term, but must be received by the parties at least three working days before the date of the Step 3 meeting.
	13.7.2	Guidelines	
		13.7.2(a)	The development and distribution of the school's redundancy document is the responsibility of the Employer/Principal. The document will include the following information:
		13.7.2(a)(i)	The reasons for the potential redundancy The Employer/Principal should outline the reasons why the problem exists. Information such as funding, staffing and enrolments (past, present and projected) are factors which are important. Issues such as Funding, Staffing and Curriculum change should also be mentioned where relevant.
		13.7.2(a)(ii)	The number and categories of staff likely to be affected The teaching and/or non-teaching areas where the redundancy is likely to take place and the numbers of staff involved are identified.
		13.7.2(a)(iii)	The number of staff employed and details of their employment (this area to be kept confidential)
		13.7.2(a)(iv)	Alternatives Investigated The possibilities of redeploying staff within the school; information re staffing requirements (e.g. vacancies) in all schools under authority of Employer; information about vacancies in neighbouring schools; <ul style="list-style-type: none"> <li>• information about any extra funding available including attempts made to seek such funds;</li> <li>• the possibility of re-training;</li> <li>• possible leave arrangements.</li> </ul>

Indications by staff that they are willing to make a voluntary offer to be declared redundant.

- 13.7.2(a)(v) Special Funding to Tide Over a Redundancy Gap  
Where it is known that only a small gap of over-employment may occur, it is desirable to consider whether funding can be arranged to tide over this gap. The school should outline to the parties the efforts it has made to address this possibility. Documents in this section remains confidential.

### 13.8 Step 3 The Redundancy Meeting

#### 13.8.1 Procedures

- 13.8.1(a) A meeting will be held between the parties to consider the Employer's/Principal's redundancy proposal.
- 13.8.1(b) The parties will seek to agree on the criteria to be applied.
- 13.8.1(c) Given agreement on both the criteria to be applied and the redundancy proposal, the Employer/Principal shall indicate to the parties at the meeting the name/s of the person/s to be declared redundant. The person/s so named shall be informed within a week of the meeting by the Employer/Principal.
- 13.8.1(d) In the event of the disagreement by any party with any of these stages, that party shall indicate to the meeting why there is disagreement. Failing resolution, 13.8.1(e) will apply.
- 13.8.1(e) A second meeting will be held to attempt to resolve the disagreement arising in 13.8.1(d)
- 13.8.1(f) If agreement cannot be reached as a result of the meeting in 13.8.1(e) the Employer/Principal shall inform the parties at the meeting of the action that the Employer/Principal intends to take.

#### 13.8.2 Timeline

- 13.8.2(a) The actual time and place will be decided by mutual agreement between the parties and the Employer/Principal, but the meeting is to take place between the Monday of the second last week of third term and the Friday of the first week of fourth term, the school holiday time to be included).
- 13.8.2(b) The meeting outlined in 13.8.1(e) will take place within one week of the meeting in 13.8.1(a).

#### 13.8.3 Guidelines

- 13.8.3(a) The following outlines possible criteria which the parties will take into consideration and criteria which may not be put forward.

13.8.3(b) Deciding who is to be Declared Redundant

13.8.3(b)(i) Criteria

- Identify the needs of the school;
- Identify the work currently being performed which will no longer need to be performed due to redundancy;
- Identify those staff who, if declared redundant, could not be replaced by any member of the existing staff having regard to the programs planned for the period after the redundancy; i.e. new staff would have to be employed if that person (s) was declared redundant;

13.8.3(b)(ii) Factors

The Employer /Principal will nominate the factors (from those below) which have been considered in determining the staff member (s) to be declared redundant, from those staff members not included in step C above. The Employer/ Principal will advise those attending the meeting of the factors and 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**

13.8.3(b)(iii) Factors which cannot be used:

- Person is a Union Representative / Union Affiliation
- Person's Sex, Marital Status, Age, Pregnancy
- Person's Lifestyle
- Person's Competence or Otherwise, or Suitability or Otherwise
- Person's Religion

- 13.9 Step 4 Notifying the Redundancy Result
- 13.9.1 Procedures
- 13.9.1(a) The parties attending the meeting in 13.8 are notified in writing of the details of the Employers action following 13.8.
- 13.9.2 Timeline
- 13.9.2(a) The notification must be forwarded to the parties within two weeks of the meeting in 13.8.
- 13.10 Step 5 Assistance in Re-deployment
- 13.10.1 Procedures
- 13.10.1 (a) The principal will promptly co-ordinate re-employment assistance with the relevant Catholic Education office as set out above;
- 13.10.1 (b) During the period of notice the principal should:
- 13.10.1 (b)(i) with the agreement of the staff member/s declared redundant, contact neighbouring Catholic schools and CEO Offices to facilitate employment of the staff member;
- 13.10.1 (b)(ii) where agreed, meet regularly with the staff member/s declared redundant, to discuss pastoral and professional issues;
- 13.10.1 (b)(iii) provide time release to the staff member/s declared redundant to attend interviews.
- 13.10.1 (c) Leave Without Pay
- 13.10.1 (c)(i) prior to the redundancy payment being forwarded to the Employee/s, the Employee/s should be offered Leave Without Pay for the following school year, thereby deferring the date of termination of the Employee/s declared redundant.
- 13.10.2 If the Employee/s accepts the offer of Leave Without Pay, the Principal shall notify the parties.
- 13.10.3 Should a position become available in the school during the period of Leave Without Pay, for which the Employee has appropriate skills and qualifications, the Employee should be advised that the position exists. If the Employee wishes to remain on the period of Leave Without Pay, the position will be held open until the expiration of the period of Leave Without Pay.
- 13.10.3(a) Where an Employee/s has accepted an offer of a period of Leave Without Pay to defer the date of termination, and there has been no change in the potential redundancy situation, then 13.10.4 will apply

- 13.10.4 in the last week of the third term of the following school year, the Principal shall notify the parties that they intend to proceed with the notice of termination if the 13.8 meeting is not re-convened, then at the expiration of the period of Leave Without Pay, if the Employee has not obtained alternative employment in Catholic Education, the Employee shall receive the appropriate redundancy payment.
- 13.10.5 Timelines
  - 13.10.5(a) The offer of Leave Without Pay to Employees declared redundant should be made as early as possible during the period of notice;
  - 13.10.5(b) The letter notifying the parties of an acceptance of an offer of Leave Without Pay should be sent immediately;
  - 13.10.5(c) The letter notifying the parties of an intention to proceed with the notice of termination on the expiration of a period of Leave Without Pay should be sent in the last week of the third term of the school year in which the Leave Without Pay is taken.
- 13.11 Step 6 Variations to step 4 notification and redundancy payments advice
  - 13.11.1 Procedures & Timeline & Guidelines
    - 13.11.1(a) The parties attending 13.8.1(a) and/or 13.8.1 (e) are notified in writing of:
      - 13.11.1(a)(i) Variations to step 3 meeting resolution. Any variation (s) to the resolution to the redundancy which occur after the STEP 4 notification should be sent to the parties immediately.
      - 13.11.1(a)(ii) Final redundancy payments. Where no resolution to the redundancy situation can be found, then the Principal should notify the parties as to the amount and date of redundancy payment made to any person/s made redundant.
    - 13.11.1(b) Payments to staff declared redundant should be 15 working days after the termination of employment as a result of the redundancy declaration taking effect.

---

## APPENDIX 6

# LONG SERVICE LEAVE

---



## LONG SERVICE LEAVE

## 1. ENTITLEMENT

## 1.1 Accrual of Long Service Leave

- 1.1.1 An Employee shall accrue an entitlement to Long Service Leave at the following rates of accrual:
- 1.1.1(a) 1.30 weeks leave in respect of each year of continuous service in Catholic Education save that the accrual shall be;
- 1.1.1(b) 1.20 weeks leave in respect of each year of continuous service in excess of ten years in Catholic Education from the commencement of the 1978 school year until 28 January 1996
- 1.1.2 Accrued Long Service Leave for an Employee is reduced by the amount of Long Service Leave granted to the Employee, or any payment in lieu of Long Service Leave paid to the Employee, by any Employer.
- 1.1.3 For the purpose of this Appendix:
- 1.1.3(a) "Employer" means a respondent to this Agreement or a former Employer of the Employee who at the time of the Employee's employment is or was a participant in the Catholic Education Long Service Leave Scheme Victoria including the Employers in the schedules thereto
- 1.1.3(b) "Service in Catholic Education" means service by an Employee with one or more Employers;

## 1.2 When the Leave or Leave Payment is due

- 1.2.1 An Employee is entitled to Long Service Leave on completion of 7 years continuous service in Catholic Education and thereafter an Employee is entitled to further Long Service Leave on completion of each additional and subsequent year of continuous service in Catholic Education.
- 1.2.2 Notwithstanding the provisions of 1.2.1 above an Employer must pay to an Employee upon termination of employment. An Employee after 7 years continuous service in Catholic Education a payment in lieu of Long Service Leave of an amount equivalent to the remuneration the Employee would have received had the full amount of unused long service leave been taken as leave at the date of termination..
- 1.2.3 Conditions in respect of the taking of leave by Employees who were former members of religious orders that were in effect as at the date of lodgement of this agreement will continue unchanged.
- 1.2.4 An Employee who has completed less than 7 years continuous service in Catholic Education and whose employment is terminated on account of invalidity is entitled to be paid on termination long service leave equivalent to their accrual.

- 1.2.5 For an Employee who dies whilst in employment having completed less than 7 years continuous service in Catholic Education, the Employer must pay an amount in respect of the Long Service Leave accrued to the date of death to the Employee's Estate.
- 1.3 How the payment is calculated and paid
- 1.3.1 Long Service Leave is paid at the ordinary weekly rate of pay at the time of the taking of the leave or on termination. Payment of the leave the ordinary rate of pay includes:
- 1.3.1(a) regular weekly over award payments;
  - 1.3.1(b) any position of leadership allowance which is paid on a regular and continuing basis;
  - 1.3.1(c) any other allowances in the nature of salary.
- 1.3.2 Where the ordinary rate increases during the period of leave the Long Service Leave rate will be increased accordingly. Employees taking leave paid in advance will be paid any arrears at the conclusion of the period of leave.
- 1.3.3 The ordinary pay of an Employee on long service leave shall be paid in one of the following ways to be nominated in advance by the Employee.
- 1.3.3(a) full pay in advance on commencing the leave;
  - 1.3.3(b) at the same pay intervals as the Employee would have been paid if not commencing the leave; or
  - 1.3.3(c) as agreed between the Employer and the Employee.
- 1.3.4 The calculation and payment in respect of Employees who have worked part-time during an eligible accrual period shall be as follows:
- 1.3.4(a) If the whole period of service was part-time service, at the full time rate of ordinary pay at the time of the taking of the leave, multiplied by the greater of either the average weekly time fraction over the aggregate period of part-time service or the average weekly time fraction over the most recent aggregate period of 12 months of part-time service;
  - 1.3.4(b) If the period of service includes both part-time and full-time service then:
    - 1.3.4(b)(i) at the full time ordinary pay as at the date of taking of the leave for such proportion of the leave as equates to the proportion of the period of service which was full-time service; and
    - 1.3.4(b)(ii) for the remainder of the leave at the full time ordinary pay as at the time of the taking of the leave multiplied by the greater of either the average weekly time fraction over the period of part-time service, or the average weekly time fraction over the most recent aggregate period of 12 months of part-time service.

- 1.3.5 Where an employee is entitled to long service leave for which payment is to be determined in accordance with sub-clause 1.3.4, the employee may, to the extent **of the employee's entitlement, nominate the proportion of the leave entitlement** to which the respective part-time payments under sub-clauses 1.3.4(b) (i) and 1.3.4(b) (ii) are to apply.

## 2. HOW AND WHEN THE LEAVE IS TAKEN AND/OR CASHED OUT

- 2.1 Where an Employee and his/her Employer agree
- 2.1.1 the first period of long service leave to which the Employee becomes entitled may be taken in two or three separate periods and
- 2.1.1 Any subsequent period of long service leave to which the Employee becomes entitled may be taken in two separate periods.
- 2.2 When an Employee becomes entitled to long service leave upon application by the Employee such leave shall be granted by the Employer as soon as practicable having regard to the needs of the institution in which the Employee is employed or at such later time as shall be agreed between the Employer and Employee.
- 2.3 An Employee may, subject to having a sufficient accrued entitlement, elect to receive a payment in lieu of up to a maximum of ten weeks' additional accrued long service leave. No superannuation will be paid on that payment nor will it accrue any entitlements.
- 2.4 An Employee who has an entitlement to Long Service Leave is entitled to take a period of leave without pay in conjunction with that Long Service Leave subject to 15.2 and 14.3 of the agreement (but not 15.3.1 et seq)and the following conditions:-
- 2.4.1 The Employee shall return to work at the start of a school term;
- 2.4.2 The total period of leave shall comprise the whole term or terms;
- 2.4.3 The period of leave without pay will normally be limited to the remainder of the term in which long service leave is taken; and
- 2.3.4 The period of leave without pay would not normally be longer than the period of long service leave.
- a. Any period of long service leave shall be exclusive of any public holiday occurring during the period when the leave is taken and any annual leave or school holidays.
- b. Where an employee becomes ill whilst on long service leave and such illness extends beyond seven continuous days, the period will, subject to the submission of satisfactory medical evidence to the employer, be recognised as sick leave pursuant to the provisions of this Agreement, deducted from the Employees personal leave credits and the employee given credit for long service leave accordingly.
- c. The Special Provisions relating to Principals set out at clause 10, as amended from time to time, of the Catholic Education Long Service Leave Scheme will operate as a term of this Agreement

## 3. HOW ACCRUED SERVICE AND CONTINUOUS SERVICE ARE CALCULATED

- 3.1 The defining terms of continuous service expressed in this appendix apply only to long service leave.

- 3.2 Accrued service for the purpose of calculating entitlements to be paid after the commencement of this Agreement is defined as service with an Employer. Nothing in this Appendix other than subsequent accrual consistent with this appendix shall be construed so as to increase the accrued service which was available to Employees at the date of lodgement of this agreement for the purpose of calculating prospective long service leave entitlements
- 3.3 Service in Catholic education shall be continuous and accruable for the purpose of calculating Long Service Leave entitlements notwithstanding;
- 3.3.1 The taking of any paid leave by an Employee which was granted and paid for by an Employer including annual leave, long service leave and sick leave;
- 3.3.2 Any absence for which the Employee is entitled to receive weekly payments pursuant to the Workers Compensation Act, the Accident Compensation Act or the Transport Accident Act;
- 3.3.3 Any unpaid absence from work on account of illness or injury of up to one year inclusive of any annual leave or school holidays;
- 3.3.4 Any period of leave without pay in excess of one year taken with Employer consent.
- 3.4 Service in Catholic education shall be continuous but not accruable for the purpose of calculating long service leave entitlements where:
- 3.4.1 there is any interruption to service arising directly or indirectly from an industrial dispute;
- 3.4.2 the Employee is stood down through no fault of their own as the Employer cannot continue the employment because the Employee cannot be gainfully employed;
- 3.4.3 the **termination of an Employee's employment with an Employer, if the Employee is re-employed by another respondent Employer, within a period not exceeding two years after the effective date of such termination**
- 3.4.4 there is any unpaid absence from work by reason of parental or adoption leave not exceeding;
- 3.4.4(a) 18 months prior to 1 February 1980;
- 3.4.4(b) 12 months between 1 February 1980 and 31 January, 1985 inclusive;
- 3.4.4(c) 104 weeks between 1 February 1985 and 18 October 2004;
- 3.4.4(d) 156 weeks on or after 19 October 2004.
- 3.4.5 there is a leave of absence without pay formally granted to the Employee by his/her Employer, including periods of unpaid sick leave, in excess of one year.
- 4.0 This Appendix is intended to operate as an exclusive code in relation to minimum entitlements to Long Service Leave for Employees covered by this Agreement and is intended to override and entirely exclude the operation of the Long Service Leave Act 1992 (Vic.) and any other legislative instrument which would otherwise apply in relation to any aspect of long service leave for Employees subject to this Agreement.

---

## APPENDIX 7

# REMUNERATION PACKAGING

---



## REMUNERATION PACKAGING

### 1. APPLICATION

1.1 This Schedule applies where Employers provide salary and benefit packages to Employees whose employment is covered by this agreement.

### 2. DEFINITIONS

2.1 For the purpose of this clause:

2.1.1 Benefits means the benefits nominated by the Employee from the benefits provided by the Employer;

2.1.2 Benefit Value means the amount specified by the Employer as the cost to the Employer of the Benefit provided including Fringe Benefits Tax, if any;

2.1.3 Fringe Benefits Tax means tax imposed by the Fringe Benefits Tax Act 1986 (Cth).

### 3. CONDITIONS OF EMPLOYMENT

3.1 Except as provided by this clause, an Employee must be employed at a salary based on a rate of pay, and otherwise on terms and conditions not less than those prescribed by this agreement.

### 4. REMUNERATION PACKAGING

4.1 The Employer will offer to provide and the Employee, in writing, may agree to accept:

4.1.1 the Benefits nominated by the Employee; and

4.1.2 a salary equal to the difference between the Benefit Value and the salary which would have applied to the Employee under clause 3 above in the absence of an agreement under this sub-clause.

### 5. BENEFITS

5.1 The Benefits will be those made available by the Employer.

### 6. NOTIFICATION OF BENEFIT VALUE

6.1 The Employer must advise the Employee in writing of the Benefit Value before the Employee and the Employer enter into an agreement pursuant to clause 4 above.

### 7. CALCULATION OF SALARY DURING LEAVE

7.1 During the currency of an agreement under clause 4 above:

7.1.1 an Employee who takes leave on full pay will receive the Benefits and salary referred to in clause 4 of this Schedule;

7.1.2 an Employee who takes leave without pay is not entitled to any Benefits during the period of leave;

7.1.3 an Employee who takes leave on less than full pay will receive:

7.1.3(a) the Benefits; and

7.1.3.(b) an amount of salary calculated by applying the formula:

$$A = S \times P\% - [(100\% - P\%) \times B]$$

where:

S = the salary determined under clause 4 above

P = the percentage of salary payable during the leave

B = the Benefit Value

A= the amount of salary

## 8. OTHER PAYMENTS

8.1 Any other payment under this agreement, calculated by reference to the Employee's salary, however described, and payable:

8.1.1 during employment; or

8.1.2 on termination of employment in respect of untaken paid leave; or on death,

will be at the rate of pay which would have applied to the Employee under clause 3 of this Schedule, in the absence of an agreement under clause 4 of this Schedule.

---

# SCHEDULES

---



SCHEDULE 1

WAGES: REGISTERED AND NON-REGISTERED TEACHERS

The following pay rates are effective from the first full pay period commencing on or after 1 May 2008

	2008	2009	2010	2011
LEVEL	1 May 2008	1 January 2009	1 January 2010	1 January 2011
E-4	\$75,500	\$77,546	\$79,648	\$81,806
E-3	\$68,619	\$70,479	\$72,389	\$74,350
E-2	\$66,556	\$68,360	\$70,212	\$72,115
E-1	\$64,554	\$66,303	\$68,100	\$69,946
A-5	\$62,312	\$64,001	\$65,735	\$67,516
A-4	\$60,585	\$62,227	\$63,913	\$65,645
A-3	\$58,903	\$60,499	\$62,139	\$63,823
A-2	\$57,273	\$58,825	\$60,419	\$62,057
A-1	\$55,686	\$57,195	\$58,745	\$60,337
G-2	\$52,643	\$54,070	\$55,535	\$57,040
G-1	\$51,184	\$52,571	\$53,996	\$55,459

Note: To obtain weekly rate, divide annual rate by 52.18.

SCHEDULE 1A

TRANSLATION: REGISTERED AND NON-REGISTERED TEACHERS

The following table

Old Agreement Level	Translation to new level
2-2	E-4
2-1	E-4
1-12 *see note	E-4
1-12	E-3
1-11	E-2
1-10	E-1
1-9	A-5
1-8	A-4
1-7	A-3
1-6	A-2
1-5	A-1
1-4	G-2
1-3	G-1
1-2	G-1
1-1	G-1

\*note: A Teacher who has been on 1-12 for more than 12 months



SCHEDULE 2  
WAGES AND ALLOWANCES: DEPUTY PRINCIPALS

PRIMARY AND SECONDARY DEPUTY PRINCIPALS

The following pay rates are effective from the first full pay period commencing on or after 1 May 2008

Enrol	Level	11 May 2008		1 January 2009		1 January 2010		1 January 2011	
		Cat A	Cat B	Cat A	Cat B	Cat A	Cat B	Cat A	Cat B
1500+	1-4		\$113,561		\$116,639		\$119,800		\$123,046
	1-3	\$124,684	\$111,389	\$128,062	\$114,408	\$131,533	\$117,508	\$135,097	\$120,693
	1-2	\$122,479	\$109,216	\$125,798	\$112,176	\$129,207	\$115,216	\$132,708	\$118,338
	1-1	\$120,313	\$108,639	\$123,573	\$111,583	\$126,922	\$114,607	\$130,362	\$117,713
1101-1499	2-3	\$118,163	\$108,639	\$121,365	\$111,583	\$124,654	\$114,607	\$128,032	\$117,713
	2-2	\$115,879	\$107,043	\$119,019	\$109,943	\$122,245	\$112,923	\$125,557	\$115,983
	2-1	\$113,662	104,870	\$116,743	\$107,712	\$119,906	\$110,631	\$123,156	\$113,629
700-1100	3-4		\$102,698		\$105,481		\$108,340		\$111,276
	3-3	\$111,445	\$100,525	\$114,465	\$103,249	\$117,567	\$106,047	\$120,753	\$108,921
	3-2	\$110,856	\$98,352	\$113,860	\$101,017	\$116,946	\$103,755	\$120,115	\$106,566
	3-1	\$109,227	\$96,179	\$112,187	\$98,786	\$115,227	\$101,463	\$118,350	\$104,213
550-699	4-3	\$107,011	\$96,179	\$109,911	\$98,786	\$112,889	\$101,463	\$115,948	\$104,213
	4-2	\$104,794	\$94,006	\$107,634	\$96,554	\$110,551	\$99,170	\$113,547	\$101,858
	4-1	\$102,576	\$93,045	\$105,356	\$95,567	\$108,211	\$98,156	\$111,144	\$100,816
400-549	5-4	\$102,576	\$93,045	\$105,356	\$95,567	\$108,211	\$98,156	\$111,144	\$100,816
	5-3	\$100,359	\$91,769	\$103,079	\$94,256	\$105,872	\$96,810	\$108,741	\$99,434
	5-2	\$98,142	\$89,661	\$100,802	\$92,091	\$103,534	\$94,586	\$106,339	\$97,150
	5-1	\$95,925	\$87,488	\$98,524	\$89,858	\$101,194	\$92,294	\$103,937	\$94,795
275-399	6-5	\$97,863		\$100,515		\$103,239		\$106,037	
	6-4	\$95,925		\$98,524		\$101,194		\$103,937	
	6-3	\$94,944	\$87,488	\$97,517	\$89,858	\$100,160	\$92,294	\$102,874	\$94,795
	6-2	\$91,491	\$85,314	\$93,970	\$87,626	\$96,517	\$90,001	\$99,132	\$92,440
	6-1	\$89,273	\$83,141	\$91,692	\$85,394	\$94,177	\$87,709	\$96,729	\$90,085
150-274	7-4	\$91,525		\$94,005		\$96,553		\$99,169	
	7-3	\$89,273	\$82,962	\$91,692	\$85,210	\$94,177	\$87,519	\$96,729	\$89,891
	7-2	\$87,055	\$82,267	\$89,415	\$84,496	\$91,838	\$86,786	\$94,327	\$89,138
	7-1	\$84,838	\$81,634	\$87,137	\$83,846	\$89,499	\$86,119	\$91,924	\$88,452

Note: To obtain weekly rate, divide annual rate by 52.18.

SCHEDULE 2A

TRANSLATION: PRIMARY & SECONDARY DEPUTY PRINCIPALS

Enrol	Old Agreement Level CAT A	Translation to new level CAT A	Old Agreement Level CAT B	Translation to new level CAT B
1500+	1-5	1-1	1-5	1-1
	1-4	1-1	1-4	1-1
	1-3	1-1	1-3	1-1
	1-2	1-1	1-2	1-1
	1-1	1-1	1-1	1-1
1101-1499	2-5	2-1	2-5	2-1
	2-4	2-1	2-4	2-1
	2-3	2-1	2-3	2-1
	2-2	2-1	2-2	2-1
	2-1	2-1	2-1	2-1
700-1100	3-5	3-1	3-5	3-2
	3-4	3-1	3-4	3-2
	3-3	3-1	3-3	3-1
	3-2	3-1	3-2	3-1
	3-1	3-1	3-1	3-1
550-699	4-5	4-2	4-5	4-2
	4-4	4-1	4-4	4-1
	4-3	4-1	4-3	4-1
	4-2	4-1	4-2	4-1
	4-1	4-1	4-1	4-1
400-549	5-5	5-3	5-5	5-2
	5-4	5-2	5-4	5-2
	5-3	5-1	5-3	5-1
	5-2	5-1	5-2	5-1
	5-1	5-1	5-1	5-1
275-399	6-5	6-3		
	6-4	6-2	6-4	6-2
	6-3	6-1	6-3	6-1
	6-2	6-1	6-2	6-1
	6-1	6-1	6-1	6-1
150-274	7-5	7-3		
	7-4	7-2	7-4	7-3
	7-3	7-1	7-3	7-1
	7-2	7-1	7-2	7-1
	7-1	7-1	7-1	7-1

PRIMARY DEPUTY PRINCIPALS ALLOWANCES

The following pay rates are effective from the first full pay period commencing on or after 1 May 2008

ENROL	LEVEL	1 May 2008	1 Jan 2009	1 Jan 2010	1 Jan 2011
700-1100	3-4	\$34,079	\$35,003	\$35,951	\$36,925
	3-3	\$31,906	\$32,771	\$33,659	\$34,571
	3-2	\$29,733	\$30,539	\$31,366	\$32,216
	3-1	\$27,560	\$28,307	\$29,074	\$29,862
550-699	4-3	\$27,560	\$28,307	\$29,074	\$29,862
	4-2	\$25,387	\$26,075	\$26,782	\$27,507
	4-1	\$24,426	\$25,088	\$25,768	\$26,466
400-549	5-4	\$24,426	\$25,088	\$25,768	\$26,466
	5-3	\$23,150	\$23,777	\$24,422	\$25,084
	5-2	\$21,042	\$21,612	\$22,198	\$22,799
	5-1	\$18,869	\$19,380	\$19,906	\$20,445
275-399	6-3	\$18,869	\$19,380	\$19,906	\$20,445
	6-2	\$16,695	\$17,147	\$17,612	\$18,089
	6-1	\$14,522	\$14,916	\$15,320	\$15,735
150-274	7-3	\$14,343	\$14,732	\$15,131	\$15,541
	7-2	\$13,648	\$14,018	\$14,398	\$14,788
	7-1	\$13,015	\$13,368	\$13,730	\$14,102

Note: To obtain weekly rate, divide annual rate by 52.18.



## SCHEDULE 3

### ALLOWANCES

#### SCHOOL ADVISERS ALLOWANCES (CEO)

The following pay rates are effective from the first Full pay period commencing on or after the date specified

Allowance	1 May 2008	1 Jan 2009	1 Jan 2010	1 Jan 2011
A	\$6,134	\$6,300	\$6,471	\$6,646
B	\$8,295	\$8,520	\$8,750	\$8,987

#### MEDICAL SUPPORT ALLOWANCE (SO)

The following allowance per annum for a full time staff member

1 May 2008	1 January 2009	1 January 2010	1 January 2011
\$548	\$563	\$578	\$594

#### TOOL ALLOWANCE (SSO)

The following rate at the commencement of this agreement is  
\$13 per week

#### MEAL ALLOWANCE (SSO)

The following rate at the commencement of this agreement is  
\$15 per meal

#### ON-CALL ALLOWANCE (SSO)

The following rates at the commencement of this agreement are

Allowance	2008	1 Jan 2009	1 Jan 2010	1 Jan 2011
Monday to Friday	\$10.60	\$10.90	\$11.10	\$11.50
Saturday and Sunday	\$21.10	\$21.70	\$22.30	\$22.90

#### PLACED TEACHER ALLOWANCES (CEO)

The following pay rates are effective from the first Full pay period commencing on or after the date specified

	1 May 2008	1 Jan 2009	1 Jan 2010	1 Jan 2011
Placed Teacher Allowance	\$4,149	\$4,262	\$4,377	\$4,496

	1 May 2008	1 Jan 2009	1 Jan 2010	1 Jan 2011
Placed Teacher - Category A Allowance	\$1,548	\$1,590	\$1,634	\$1,678

Note: To obtain weekly rate divide annual rate by 52.18

#### VISITING TEACHER ALLOWANCES (CEO)

The following pay rates are effective from the first Full pay period commencing on or after the date specified

	1 May 2008	1 Jan 2009	1 Jan 2010	1 Jan 2011
Visiting Teacher Allowances	\$4,149	\$4,262	\$4,377	\$4,496

## POSITIONS OF LEADERSHIP ALLOWANCES

The following pay rates are effective from the first Full pay period commencing on or after the date specified

Allowance level	1 May 2008	1 Jan 2009	1 Jan 2010	1 Jan 2011
	Allowance per annum	Allowance per annum	Allowance per annum	Allowance per annum
1	\$1,988	\$2,042	\$2,097	\$2,154
2	\$4,031	\$4,141	\$4,253	\$4,368
3	\$6,134	\$6,300	\$6,470	\$6,646
4	\$8,295	\$8,520	\$8,750	\$8,987

Note: To obtain weekly rate divide annual rate by 52.18

## POOL ARRANGEMENTS

The following pay rates are effective from the first Full pay period commencing on or after the date specified

	1 May 2008	1 Jan 2009	1 Jan 2010	1 Jan 2011
Secondary	\$93.45	\$95.98	\$98.58	\$101.26
Primary greater than 150 Students	\$63.60	\$65.32	\$67.09	\$68.91
Primary less than 150 students	\$89.03	\$91.45	\$93.93	\$96.47

SCHEDULE 4

WAGES      EMERGENCY TEACHERS

The following pay rates are effective from the first Full pay period commencing on or after the date specified:

	Commencement of Agreement	1 Jan 2009	1 Jan 2010	1 Jan 2011
Per hr	\$37.87	\$38.90	\$39.95	\$41.03
Per Day	\$227.11	\$233.26	\$239.59	\$246.08



SCHEDULE 5

WAGES: SCHOOL OFFICERS

The following pay rates are effective from the first full pay period commencing on or after: 1 May 2008

Note: to obtain weekly rate, divide annual rate by 52.18.

The rates contained in this schedule are for a full time Category A Employee:

1 May 2008							
Sub	Level 1	Level 2	Level 3	Level 4	Level 5	Level 6	Level 7
1	\$30,700						
2		\$34,790					
3		\$35,805					
4		\$36,810					
5		\$37,873	\$37,873				
6		\$39,453	\$39,453				
7		\$40,890	\$40,890				
8			\$42,098	\$42,098			
9			\$43,302	\$43,302	\$43,302		
10			\$44,174	\$44,174	\$44,174		
11				\$44,852	\$44,852		
12				\$46,162	\$46,162		
13				\$47,462	\$47,462		
14					\$48,758		
15					\$50,029		
16					\$53,041	\$53,041	
17						\$54,343	
18						\$55,611	\$55,611
19						\$58,585	\$58,585
20						\$59,895	\$59,895
21							\$61,200
22							\$64,743
23							\$66,396
24							\$68,055

SCHEDULE 5 (CONTINUED)

WAGES: SCHOOL OFFICERS

The following pay rates are effective from the first full pay period commencing on or after: 1 January 2009

Note: to obtain weekly rate, divide annual rate by 52.18.

The rates contained in this schedule are for a full time Category A Employee:

1 January 2009							
Sub	Level 1	Level 2	Level 3	Level 4	Level 5	Level 6	Level 7
1	\$31,744						
2		\$35,834					
3		\$36,849					
4		\$37,854					
5		\$38,899	\$38,899				
6		\$40,522	\$40,522				
7		\$41,998	\$41,998				
8			\$43,239	\$43,239			
9			\$44,475	\$44,475	\$44,475		
10			\$45,372	\$45,372	\$45,372		
11				\$46,068	\$46,068		
12				\$47,413	\$47,413		
13				\$48,748	\$48,748		
14					\$50,079		
15					\$51,385		
16					\$54,478	\$54,478	
17						\$55,816	
18						\$57,118	\$57,118
19						\$60,172	\$60,172
20						\$61,518	\$61,518
21							\$62,858
22							\$66,498
23							\$68,196
24							\$69,899

SCHEDULE 5 (CONTINUED)

WAGES: SCHOOL OFFICERS

The following pay rates are effective from the first full pay period commencing on or after: 1 January 2010

Note: to obtain weekly rate, divide annual rate by 52.18.

The rates contained in this schedule are for a full time Category A Employee:

1 January 2010							
Sub	Level 1	Level 2	Level 3	Level 4	Level 5	Level 6	Level 7
1	\$32,787						
2		\$36,877					
3		\$37,892					
4		\$38,897					
5		\$39,954	\$39,954				
6		\$41,620	\$41,620				
7		\$43,136	\$43,136				
8			\$44,411	\$44,411			
9			\$45,680	\$45,680	\$45,680		
10			\$46,601	\$46,601	\$46,601		
11				\$47,316	\$47,316		
12				\$48,698	\$48,698		
13				\$50,069	\$50,069		
14					\$51,436		
15					\$52,777		
16					\$55,954	\$55,954	
17						\$57,329	
18						\$58,666	\$58,666
19						\$61,803	\$61,803
20						\$63,185	\$63,185
21							\$64,562
22							\$68,300
23							\$70,044
24							\$71,793

SCHEDULE 5 (CONTINUED)

WAGES: SCHOOL OFFICERS

The following pay rates are effective from the first full pay period commencing on or after: 1 January 2011

Note: to obtain weekly rate, divide annual rate by 52.18.

The rates contained in this schedule are for a full time Category A Employee:

1 January 2011							
Sub	Level 1	Level 2	Level 3	Level 4	Level 5	Level 6	Level 7
1	\$33,831						
2		\$37,921					
3		\$38,936					
4		\$39,941					
5		\$41,036	\$41,036				
6		\$42,748	\$42,748				
7		\$44,305	\$44,305				
8			\$45,615	\$45,615			
9			\$46,918	\$46,918	\$46,918		
10			\$47,864	\$47,864	\$47,864		
11				\$48,598	\$48,598		
12				\$50,018	\$50,018		
13				\$51,426	\$51,426		
14					\$52,830		
15					\$54,207		
16					\$57,471	\$57,471	
17						\$58,882	
18						\$60,255	\$60,255
19						\$63,478	\$63,478
20						\$64,897	\$64,897
21							\$66,311
22							\$70,151
23							\$71,942
24							\$73,739

SCHEDULE 6

WAGES AND ALLOWANCES: EDUCATION OFFICERS

The following pay rates are effective from the first full pay period commencing on or after the date specified:

Sub Division	1 May 2008	1 January 2009	1 January 2010	1 January 2011
1	\$74,337	\$76,352	\$78,421	\$80,546
2	\$81,792	\$84,009	\$86,285	\$88,624
3	\$83,945	\$86,220	\$88,556	\$90,956
4	\$86,160	\$88,495	\$90,893	\$93,356
5	\$88,437	\$90,834	\$93,295	\$95,824

ALLOWANCES: EDUCATION OFFICERS WITH SPECIFIC RESPONSIBILITY

The following pay rates are effective from the first full pay period commencing on or after the date specified:

Allowance	1 May 2008	1 January 2009	1 January 2010	1 January 2011
1	\$2,274	\$2,336	\$2,399	\$2,464
2	\$4,492	\$4,614	\$4,739	\$4,867
3	\$7,148	\$7,342	\$7,541	\$7,745

Note: To obtain weekly rate divide annual rate by 52.18.



SCHEDULE 7

WAGES: PRINCIPALS PRIMARY SCHOOLS

The following pay rates are effective from the first full pay period commencing on or after the dates specified:

ENROL	LEVEL	1 May 2008	1 January 2009	1 January 2010	1 January 2011
700+	1-4	\$131,538	\$135,103	\$138,764	\$142,524
	1-3	\$129,212	\$132,714	\$136,310	\$140,004
	1-2	\$126,928	\$130,367	\$133,900	\$137,529
	1-1	\$122,479	\$125,798	\$129,207	\$132,709
550 -699	2-5	\$124,683	\$128,062	\$131,533	\$135,097
	2-4	\$122,479	\$125,798	\$129,207	\$132,708
	2-3	\$120,313	\$123,573	\$126,922	\$130,362
	2-2	\$118,163	\$121,365	\$124,654	\$128,032
	2-1	\$116,224	\$119,374	\$122,609	\$125,931
400-549	3-4	\$115,879	\$119,019	\$122,245	\$125,557
	3-3	\$113,662	\$116,743	\$119,906	\$123,156
	3-2	\$111,445	\$114,465	\$117,567	\$120,753
	3-1	\$109,227	\$112,187	\$115,227	\$118,350
275-399	4-5	\$110,856	\$113,860	\$116,946	\$120,115
	4-4	\$109,227	\$112,187	\$115,227	\$118,350
	4-3	\$107,011	\$109,911	\$112,889	\$115,948
	4-2	\$104,794	\$107,634	\$110,551	\$113,547
	4-1	\$102,576	\$105,356	\$108,211	\$111,143
150-274	5-4	\$102,576	\$105,356	\$108,211	\$111,144
	5-3	\$100,359	\$103,079	\$105,872	\$108,741
	5-2	\$98,142	\$100,802	\$103,534	\$106,339
	5-1	\$95,926	\$98,525	\$101,195	\$103,938
80-149	6-5	\$96,273	\$98,882	\$101,562	\$104,314
	6-4	\$94,944	\$97,517	\$100,160	\$102,874
	6-3	\$91,491	\$93,970	\$96,517	\$99,132
	6-2	\$89,273	\$91,692	\$94,177	\$96,729
	6-1	\$87,055	\$89,415	\$91,838	\$94,327
20-79	7-5	\$91,491	\$93,970	\$96,517	\$99,133
	7-4	\$90,341	\$92,789	\$95,304	\$97,887
	7-3	\$89,273	\$91,692	\$94,177	\$96,729
	7-2	\$87,055	\$89,415	\$91,838	\$94,327
	7-1	\$84,839	\$87,138	\$89,500	\$91,925

Note: to obtain weekly rate, divide annual rate by 52.18.

SCHEDULE 7A

TRANSLATION: PRINCIPALS PRIMARY SCHOOLS

ENROLMENT	Pre MEA Level	Translation to new Level
700+	1-5	1-2
	1-4	1-2
	1-3	1-1
	1-2	1-1
	1-1	1-1
550 -699	2-5	2-2
	2-4	2-2
	2-3	2-1
	2-2	2-1
	2-1	2-1
400-549	3-5	3-2
	3-4	3-2
	3-3	3-1
	3-2	3-1
	3-1	3-1
275-399	4-5	4-2
	4-4	4-2
	4-3	4-1
	4-2	4-1
	4-1	4-1
150-274	5-5	5-2
	5-4	5-1
	5-3	5-1
	5-2	5-1
	5-1	5-1
80-149	6-5	6-4
	6-4	6-4
	6-3	6-3
	6-2	6-2
	6-1	6-1
20-79	7-5	7-4
	7-4	7-3
	7-3	7-2
	7-2	7-1
	7-1	7-1

SCHEDULE 8

WAGES: CATHOLIC EDUCATION OFFICE CLERICAL EMPLOYEES

The following pay rates are effective from the first Full pay period commencing on or after the date specified:

Level	Subdivision	1 May 2008	1 January 2009	1 January 2010	1 January 2011
level 1	1	\$34,690	\$35,631	\$36,596	\$37,588
	2	\$35,756	\$36,725	\$37,720	\$38,743
	3	\$36,809	\$37,807	\$38,832	\$39,884
	4	\$37,873	\$38,899	\$39,954	\$41,036
level 2	1	\$39,455	\$40,524	\$41,622	\$42,750
	2	\$40,891	\$41,999	\$43,137	\$44,306
	3	\$42,097	\$43,238	\$44,410	\$45,614
	4	\$43,303	\$44,476	\$45,682	\$46,919
level 3	1	\$44,174	\$45,372	\$46,601	\$47,864
	2	\$44,852	\$46,068	\$47,316	\$48,598
	3	\$46,163	\$47,414	\$48,699	\$50,019
	4	\$47,462	\$48,748	\$50,069	\$51,426
	5	\$48,758	\$50,079	\$51,436	\$52,830
	6	\$50,029	\$51,385	\$52,777	\$54,208
level 4	1	\$50,029	\$51,385	\$52,777	\$54,208
	2	\$53,043	\$54,480	\$55,957	\$57,473
	3	\$54,343	\$55,816	\$57,328	\$58,882
	4	\$55,602	\$57,109	\$58,656	\$60,246
level 5		\$59,535	\$61,148	\$62,806	\$64,508
level 6		\$62,967	\$64,673	\$66,426	\$68,226
level 7		\$66,400	\$68,199	\$70,048	\$71,946
level 8		\$70,019	\$71,917	\$73,865	\$75,867

Note: To obtain weekly rate divide annual rate by 52.18.

SCHEDULE 8A

TRANSLATION: CATHOLIC EDUCATION OFFICE CLERICAL EMPLOYEES

Pre MEA Level	Translation to new Agreement level
Level 1 Subdivision 1	Level 1 Subdivision 1
Level 1 Subdivision 2	Level 1 Subdivision 2
Level 1 Subdivision 3	Level 1 Subdivision 3
Level 1 Subdivision 4	Level 1 Subdivision 4
Level 2 Subdivision 1	Level 2 Subdivision 1
Level 2 Subdivision 2	Level 2 Subdivision 2
Level 2 Subdivision 3	Level 2 Subdivision 3
Level 2 Subdivision 4	Level 2 Subdivision 4
Level 3 Subdivision 1	Level 3 Subdivision 1
Level 3 Subdivision 2	Level 3 Subdivision 2
Level 3 Subdivision 3	Level 3 Subdivision 3
Level 3 Subdivision 4	Level 3 Subdivision 4
	Level 3 Subdivision 5
	Level 3 Subdivision 6
Level 4 Subdivision 1	Level 4 Subdivision 1
Level 4 Subdivision 2	Level 4 Subdivision 2
Level 4 Subdivision 3	Level 4 Subdivision 3
Level 4 Subdivision 4	Level 4 Subdivision 4
Level 5 Subdivision A	Level 5
Level 5 Subdivision B	Level 6
Level 5 Subdivision C	Level 7
Level 5 Subdivision D	Level 8

SCHEDULE 9

WAGES: PSYCHOLOGISTS (EDUCATION) (CEO)

The following pay rates are effective from the first Full pay period commencing on or after the date specified:

Grade	1 May 2008	1 January 2009	1 January 2010	1 January 2011
1	\$75,500	\$77,546	\$79,648	\$81,806
2	\$79,650	\$81,809	\$84,026	\$86,303

Note: To obtain weekly rate divide annual rate by 52.18.



SCHEDULE 10

WAGES: SPEECH PATHOLOGISTS

The following pay rates are effective from the first Full pay period commencing on or after the date specified:

GRADE 1

Sub division	1 May 2008	1 January 2009	1 January 2010	1 January 2011
1-1	\$52,325	\$53,743	\$55,199	\$56,695
1-2	\$53,999	\$55,462	\$56,965	\$58,509
1-3	\$54,474	\$55,950	\$57,466	\$59,024

GRADE 2

Sub division	1 May 2008	1 January 2009	1 January 2010	1 January 2011
2-1	\$56,623	\$58,157	\$59,734	\$61,352
2-2	\$57,698	\$59,262	\$60,868	\$62,517
2-3	\$59,847	\$61,469	\$63,135	\$64,846
2-4	\$60,922	\$62,573	\$64,269	\$66,010

GRADE 3

Sub division	1 May 2008	1 January 2009	1 January 2010	1 January 2011
3-1	\$62,116	\$63,799	\$65,528	\$67,304
3-2	\$63,510	\$65,231	\$66,999	\$68,815
3-3	\$64,903	\$66,662	\$68,468	\$70,324
3-4	\$66,296	\$68,093	\$69,938	\$71,833

GRADE 4

Sub division	1 May 2008	1 January 2009	1 January 2010	1 January 2011
4-1	75,500	\$77,546	\$79,648	\$81,806
4-2	\$77,000	\$79,087	\$81,230	\$83,431
4-3	\$78,150	\$80,268	\$82,443	\$84,677
4-4	\$79,650	\$81,809	\$84,026	\$86,303

Note: To obtain weekly rate divide annual rate by 52.18.



SCHEDULE 11

WAGES: SCHOOL SERVICES OFFICERS

The following pay rates are effective from the first full pay period commencing on or after: 1 May 2008

Level	Subdivision 1	Subdivision 2	Subdivision 3	Subdivision 4
1				
2	\$32,418	\$33,475	\$34,637	\$35,696
3	\$35,914	\$36,291	\$37,626	\$39,640
4	\$39,590	\$41,232	\$42,924	\$43,893
5	\$40,337	\$41,984	\$44,899	\$47,016

The following pay rates are effective from the first full pay period commencing on or after: 1 January 2009

Level	Subdivision 1	Subdivision 2	Subdivision 3	Subdivision 4
1				
2	\$33,462	\$34,519	\$35,681	\$36,740
3	\$36,238	\$37,335	\$38,645	\$40,714
4	\$40,663	\$42,349	\$44,087	\$45,083
5	\$41,430	\$43,122	\$46,116	\$48,290

The following pay rates are effective from the first full pay period commencing on or after: 1 January 2010

Level	Subdivision 1	Subdivision 2	Subdivision 3	Subdivision 4
1				
2	\$34,505	\$35,562	\$36,724	\$37,783
3	\$37,281	\$38,378	\$39,692	\$41,817
4	\$41,765	\$43,497	\$45,282	\$46,305
5	\$42,553	\$44,291	\$47,366	\$49,599

The following payrates are effective from the first full pay period commencing on or after: 1 January 2011

Level	Subdivision 1	Subdivision 2	Subdivision 3	Subdivision 4
1				
2	\$35,549	\$36,606	\$37,768	\$38,827
3	\$38,325	\$39,422	\$40,768	\$42,950
4	\$42,897	\$44,676	\$46,509	\$47,559
5	\$43,706	\$45,491	\$48,649	\$50,943

Progression

Progression within Levels 2 to 5 shall be by annual increments having regard to the acquisition and utilisation of skills and knowledge through experience in the Employee's work setting(s) over such period.

Note: to obtain weekly rate, divide annual rate by 52.18.

SCHEDULE 11A

TRANSLATION: SCHOOL SERVICES OFFICERS

Old Agreement Level	Translation to new Agreement Level
Level 1 Subdivision 1	Level 2 Subdivision 1
Level 2 Subdivision 1	Level 2 Subdivision 1
Level 2 Subdivision 2	Level 2 Subdivision 2
Level 2 Subdivision 3	Level 2 Subdivision 3
Level 2 Subdivision 4	Level 2 Subdivision 4
Level 3 Subdivision 1	Level 3 Subdivision 1
Level 3 Subdivision 2	Level 3 Subdivision 2
Level 3 Subdivision 3	Level 3 Subdivision 3
Level 3 Subdivision 4	Level 3 Subdivision 4
Level 4 Subdivision 1	Level 4 Subdivision 1
Level 4 Subdivision 2	Level 4 Subdivision 2
Level 4 Subdivision 3	Level 4 Subdivision 3
Level 4 Subdivision 4	Level 4 Subdivision 4

SCHEDULE 12

LIST OF EMPLOYERS BOUND

NOTE: THE LIST OF RESPONDENT EMPLOYERS IS NOT REPRODUCED IN THIS VERSION. ANY ENQUIRIES SHOULD BE DIRECTED TO THE IR UNIT OF CECV.

## Pro Forma 8: Employee Notification of Return to Work Part-time

To be sent giving 7 weeks notice of return to work date wholly within a school term– but we recommend that you advise your employer earlier to allow time for the school to prepare, and for negotiations to take place if they are necessary.

[Insert principal's name]

[Insert principal's title]

[Insert school]

[Insert school address]

[Insert date]

Dear [insert principal's name]

I commenced my parental leave on [insert date]. I now wish to confirm my intention of returning to work at the expiration of my period of parental leave on [insert date]

*(This should be at the beginning of a term if you have been on leave for less than 104 weeks and it is your first period of parental leave. In all other cases, it must be at the beginning of school year, unless otherwise agreed with your employer)*

In addition to this, for family reasons I am requesting that I return on a part-time basis in accordance with clause 1.5 of the *Victorian Catholic Education Multi-Employer Agreement 2008* and in accordance with the *Equal Opportunity Act of Victoria* for a period of [insert time period i.e. months, years].

*(Include your FTE fraction or hours per week preference and reason. For example. the following may guide you....)*

Ideally, I would prefer to work from [0.x to 0.x FTE] over no more than [example 4 days]. I would appreciate having my load made up of as many full days as possible to ensure that my family responsibilities and care arrangements can be accommodated.

I would appreciate it greatly if we could confirm the hours I will work, the days I will be required to work and the period of part-time employment in a part-time work agreement in accordance with clause 1.5.6 of the *Victorian Catholic Education Multi Employer Agreement 2008*.

I look forward to your response and the opportunity to meet with you to discuss my request.

Yours sincerely

[insert name]