



# DECISION

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

**Catholic Employment Relations Ltd**  
(AG2024/435)

## **SUPPORT STAFF (DARAMALAN COLLEGE, MARIST COLLEGE CANBERRA, AND ST EDMUND’S COLLEGE CANBERRA) MULTIENTERPRISE AGREEMENT 2023**

Educational services

DEPUTY PRESIDENT GRAYSON

SYDNEY, 18 MARCH 2024

*Application for approval of the Support Staff (Daramalan College, Marist College Canberra, and St Edmund’s College Canberra) MultiEnterprise Agreement 2023*

[1] An application has been made for the approval of an enterprise agreement known as the *Support Staff (Daramalan College, Marist College Canberra, and St Edmund’s College Canberra) MultiEnterprise Agreement 2023* (the Agreement) pursuant to s.185 of the *Fair Work Act 2009* (the Act). The application has been made by Catholic Employment Relations Ltd in its capacity as the appointed employer bargaining representative pursuant to s.176(1)(d) of the Act.

[2] The Agreement is a multi-enterprise agreement. The Agreement covers the following employer entities:

- Daramalan College, trading as Daramalan;
- Marist Schools Australia Limited, trading as Marist College Canberra; and,
- Edmund Rice Education Australia Colleges Ltd, trading as St Edmund’s College, Canberra.

[3] The *Fair Work Legislation Amendment (Secure Jobs, Better Pay) Act 2022* (Cth) (Amending Act) made a number of changes to enterprise agreement approval processes in Part 2-4 of the Act, that commenced operation on 6 June 2023. By reason of the transitional arrangements for the Amending Act and the notification time for the Agreement of 2 May 2023, the *genuine agreement* requirements for agreement approval in Part 2-4 of the Act, as it was just before 6 June 2023, apply to the present application. Further, as the Agreement was made on 16 February 2024 the *better off overall test* requirements in Part 2-4 of the Act as amended on 6 June 2023 apply.

### **Section 190 Undertakings**

[4] The employer provided written undertakings. A copy of the undertakings is attached in Annexure A. I am satisfied that the undertakings will not cause financial detriment to any employee covered by the Agreement and that the undertakings will not result in substantial changes to the Agreement. The undertakings are taken to be a term of the Agreement.

### **Section 186, 187, 188 and 190**

[5] Subject to the undertakings referred to above at [4], and on the basis of the material and submissions before me, I am satisfied that each of the requirements of ss.186, 187, 188 and 190 as are relevant to this application for approval have been met. Taking into account the factors in s.186(3) and s.186(3A), I am satisfied that the group of employees covered by the Agreement was fairly chosen.

### **Section 183 Bargaining Representatives**

[6] The Independent Education Union (IEU), being a bargaining representative for the Agreement, has given notice under s.183 of the Act that it wants the Agreement to cover it.

[7] In accordance with s.201(2), I note that the Agreement covers the IEU.

### **Approval**

[8] The Agreement is approved and, in accordance with s.54 of the Act, will operate from 25 March 2024. The nominal expiry date of the Agreement is 30 June 2024.



DEPUTY PRESIDENT

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## ANNEXURE A

THE FAIR WORK COMMISSION



FWC Matter No.: AG2024/435 - Application for approval of the Support Staff (Daramalan College, Marist College Canberra, and St Edmund's College Canberra) Multi-Enterprise Agreement 2024

### Section 185 – Application for approval of a multi-enterprise agreement

#### Undertaking – Section 190

The Employers covered by the Support Staff (Daramalan College, Marist College Canberra, and St Edmund's College Canberra) Multi-Enterprise Agreement 2024, undertake:

1. Where, but for this Agreement, employees classified Kitchen Staff – Level 1 and Cleaning Staff – Level 1 would be entitled to a meal allowance under clause 19.3(a) and/or a uniform/protective clothing allowance under clause 19.3(c), of the Educational Services (Schools) General Staff Award 2020, such employees will be paid the allowance at the rate prescribed in the Educational Services (Schools) General Staff Award 2020 at the time the allowance is payable.

SIGNED for and on behalf of Daramalan College by an authorised officer in the presence of	
	
.....	.....
Signature of authorised officer	Signature of witness
<b>Rachel Davies, Principal</b> <b>Daramalan College</b> <b>Cowper Street, Dickson ACT 2602</b>	
.....	<b>CHERYL HAMILL</b>
Name/title/address of authorised officer	Name of witness

SIGNED for and on behalf of Marist Schools Australia Limited trading as Marist College Canberra by an authorised officer in the presence of

 .....	 .....
Signature of authorised officer	Signature of witness
<b>Matthew Hutchison, Headmaster Marist College Canberra 27 Marr Street, Pearce ACT 2607</b> .....	<i>Christine White</i> .....
Name/title/address of authorised officer	Name of witness

SIGNED for and on behalf of Edmund Rice Education Australia Colleges Ltd trading as St Edmund's College, Canberra by an authorised officer in the presence of

.....	.....
Signature of authorised officer	Signature of witness
<b>Joe Zavone, Principal St Edmund's College 110 Canberra Ave, Griffith ACT 2603</b> .....	.....
Name/title/address of authorised officer	Name of witness

SIGNED for and on behalf of Marist Schools Australia Limited trading as Marist College Canberra by an authorised officer in the presence of

.....

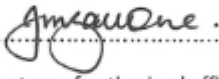

Signature of authorised officer	Signature of witness
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**Matthew Hutchison, Headmaster  
Marist College Canberra  
27 Marr Street, Pearce ACT 2607**

.....

Name/title/address of authorised officer	Name of witness
--	-----------------

SIGNED for and on behalf of Edmund Rice Education Australia Colleges Ltd trading as St Edmund's College, Canberra by an authorised officer in the presence of

 .....	 .....
---	---

Signature of authorised officer	Signature of witness
---------------------------------	----------------------

**Joe Zavone, Principal  
St Edmund's College  
110 Canberra Ave, Griffith ACT 2603**

.....	<b>IAN GARRITY</b> .....
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Name/title/address of authorised officer	Name of witness
--	-----------------

# Support Staff (Daramalan College, Marist College Canberra, and St Edmund's College Canberra) Multi-Enterprise Agreement 2023

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

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## 2. Title of the Agreement

- 2.1 This Agreement will be known as the *“Support Staff (Daramalan College, Marist College Canberra, and St Edmund’s College Canberra) Multi-Enterprise Agreement 2023”*.

### 3. Definitions

3.1 In this Agreement:

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

“**ACT**” means the Australian Capital Territory.

“**this Agreement**” means the Support Staff (Daramalan College, Marist College Canberra, and St Edmund’s College Canberra Multi-Enterprise Agreement 2023.

“**Award**” means the *Educational Services (Schools) General Staff Award 2020*.

“**College**” means Daramalan College, Marist College Canberra, or St Edmund’s College, Canberra.

“**Employer**” means an employer listed at **paragraphs 4.1(a), (b) or (c)**.

“**Employee**” means any person employed by the Employer in a classification prescribed by this Agreement.

“**FWC**” means the Fair Work Commission as established under the Act.

“**Immediate Family**” is as defined in the Act.

“**Long Service Leave Act**” means the *Long Service Leave Act 1976 (ACT)*, as varied or replaced from time to time.

“**NES**” means the National Employment Standards as contained in the Act.

“**Ordinary rate of pay**” means the rate of pay payable to the Employee for his or her ordinary hours of work, but does not include any of the following:

- (a) overtime or penalty rates;
- (b) loadings;
- (c) monetary allowances;
- (d) any other separately identifiable amounts.

“**School Service Date**” means the usual commencement date of employment at the College for teachers who are to commence teaching on the first day of the first term in any school year.

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

## 4. Coverage of the Agreement

### 4.1 This Agreement covers and applies to:

- (a) Daramalan College;
- (b) Marist Schools Australia Limited trading as Marist College Canberra;
- (c) Edmund Rice Education Australia Colleges Ltd trading as St Edmund's College, Canberra; and
- (d) Employees employed to work in a College by an Employer.
- (e) the Union, its officers and its members, on application in accordance with section 183(1) of the Act.

### 4.2 This Agreement does not apply to:

- (a) teachers, including persons appointed as teachers; or
- (b) persons engaged on an individual fee basis to instruct students in the areas of music or other individual arts; or
- (c) sports coaches and trainers; or
- (d) swim coaches and staff employed in health and fitness centres and/or swimming pools owned and operated by the Employer; or
- (e) members of a recognised religious order and/or clerks in Holy Orders, and/or Ministers of Religion, who are engaged for the purpose of religious instruction or supervision of prayers, or to undertake other religious duties; or
- (f) persons employed in a senior management or executive position, including but not limited to Business or Financial Managers or Bursars (however titled); or
- (g) Early Learning Centres (including childcare teachers and childcare workers) and childcare workers in Before and After School Care and Vacation Care services; or
- (h) school counsellors, psychologists and therapists.

## 5. Term and Operation

### 5.1 **Term**

This Agreement shall commence operation seven days after approval from the FWC and remain in force until 30 June 2024.

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

### 5.3 **No Extra Claims**

Except as provided by the Act, prior to 30 June 2024, there will be no further claims by the parties to this Agreement for changes to rates of pay, allowances, or other terms and conditions of employment in relation to matters expressly contained in this Agreement.

### 5.4 **Relationship between the National Employment Standards and this Agreement**

The National Employment Standards apply to Employees covered by this Agreement, except where this Agreement provides for more favourable outcome for the Employee in a particular respect.

### 5.5 **Savings**

No Employee shall, as a result of the making of this Agreement:

- (a) receive less than the rate of pay received by the Employee immediately prior to the date of commencement of this Agreement;
- (b) suffer a reduction in contractual entitlements received by the Employee as at the date of commencement of this Agreement.

## 6. Flexibility

### 6.1 Individual Flexibility Arrangements

- (a) An Employer and an Employee covered by this Agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the Agreement if:
  - (i) the arrangement deals with one or more of the following matters:
    - (A) arrangements about when work is performed;
    - (B) overtime rates;
    - (C) penalty rates;
    - (D) allowances;
    - (E) leave loading; and
  - (ii) the arrangement meets the genuine needs of the Employer and the Employee in relation to one or more of the matters mentioned in **sub-paragraph 6.1(a)(i)**; and
  - (iii) the arrangement is genuinely agreed to by the Employer and the Employee.
- (b) The Employer must ensure that the terms of the individual flexibility arrangement:
  - (i) are about permitted matters under s.172 of the Act; and
  - (ii) are not unlawful terms under s.194 of the Act; and
  - (iii) result in the Employee being better off overall than the Employee would be if no arrangement was made.
- (c) The Employer must ensure that the individual flexibility arrangement:
  - (i) is in writing; and
  - (ii) includes the name of the Employer and the Employee; and
  - (iii) is signed by the Employer and the Employee and if the Employee is under 18 years of age, signed by a parent or guardian of the Employee; and
  - (iv) includes details of:
    - (A) the terms of this Agreement that will be varied by the arrangement; and
    - (B) how the arrangement will vary the effect of the terms; and
    - (C) how the Employee will be better off overall in relation to the terms and conditions of his or her employment as a result of the arrangement; and

- (D) states the day on which the arrangement commences.
- (d) The Employer must give the Employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.
- (e) The Employer or the Employee may terminate the individual flexibility arrangement:
  - (i) by giving no more than 28 days written notice to the other party to the arrangement; or
  - (ii) if the Employer and Employee agree in writing at any time.

## 6.2 Flexible Working Arrangements

- (a) Employee may request change in working arrangements

**Sub-clause 6.2** applies where an employee has made a request for a change in working arrangements under s.65 of the Act.

Note 1: Examples of changes in working arrangements include changes in hours of work, changes in patterns of work and changes in location of work.

Note 2: Section 65 of the Act provides for certain employees to request a change in their working arrangements because of the following circumstances:

- (i) is pregnant;
- (ii) the employee is the parent, or has responsibility for the care, of a child who is of school age or younger;
- (iii) the employee is a carer (within the meaning of the *Carer Recognition Act 2010*);
- (iv) the employee has a disability;
- (v) the employee is 55 or older;
- (vi) the employee is experiencing violence from a member of the employee's family;
- (vii) the employee provides care or support to a member of the employee's immediate family, or a member of the employee's household, who requires care or support because the member is experiencing violence from the member's family (see s.65(1A)).

Note 3: An employer may only refuse a s.65 request for a change in working arrangements on 'reasonable business grounds' (see s.65(5) and (5A)). Reasonable business grounds include, but are not limited to, the following:

- (i) that the new working arrangements requested by the employee would be too costly for the Employer;

- (ii) that there is no capacity to change the working arrangements of other Employees to accommodate the new working arrangements requested by the Employee;
- (iii) that it would be impractical to change the working arrangements of other Employees, or recruit new Employees, to accommodate the new working arrangements requested by the Employee;
- (iv) that the new working arrangements requested by the employee would be likely to result in a significant loss in efficiency or productivity;
- (v) that the new working arrangements requested by the employee would be likely to have a significant negative impact on student learning or the operation of the College.

Note 4: **Sub-clause 6.2** is an addition to s.65.

(b) Responding to the request

Before responding to a request made under s.65, the employer must discuss the request with the employee and genuinely try to reach agreement on a change in working arrangements that will reasonably accommodate the employee's circumstances having regard to:

- (i) the needs of the employee arising from their circumstances;
- (ii) the consequences for the employee if changes in working arrangements are not made; and
- (iii) any reasonable business grounds for refusing the request.

Note 1: The employer must give the employee a written response to an employee's s.65 request within 21 days, stating whether the employer grants or refuses the request (s.65(4)).

Note 2: If the employer refuses the request, the written response must include details of the reasons for the refusal (s.65(6)).

(c) What the written response must include if the employer refuses the request

**Paragraph 6.2(c)** applies if the employer refuses the request and has not reached an agreement with the employee under **paragraph 6.2(b)**.

- (i) The written response under s.65(4) must include details of the reasons for the refusal, including the business ground or grounds for the refusal and how the ground or grounds apply.

- (ii) If the employer and employee could not agree on a change in working arrangements under **paragraph 6.2(b)**, the written response under s.65(4) must:
  - (A) state whether or not there are any changes in working arrangements that the employer can offer the employee so as to better accommodate the employee's circumstances;
  - (B) if the employer can offer the employee such changes in working arrangements, set out those changes in working arrangements; and
  - (C) set out the effect of sections 65B and 65C.
- (d) What the written response must include if a different change in working arrangements is agreed

If the employer and the employee reached an agreement under **paragraph 6.2(b)** on a change in working arrangements that differs from that initially requested by the employee, the employer must provide the employee with a written response to their request setting out the agreed change(s) in working arrangements.

- (e) Dispute resolution

Disputes about whether the employer has discussed the request with the employee and responded to the request in the way required by **sub-clause 6.2**, can be dealt with under **Clause 29 – Dispute Resolution Procedure**.

### 6.3 **Labour Flexibility**

- (a) An Employer may direct an Employee to carry out such duties as are 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 deskilling.
- (b) An Employer may direct an Employee to carry out such duties and use such tools and equipment as may be required, provided that the Employee has been properly trained in the use of such tools and equipment.
- (c) Any direction issued by the Employer, pursuant to **paragraphs 6.3(a)** and **6.3(b)**, shall be consistent with the Employer's responsibilities to provide a safe and healthy working environment.
- (d) Employees covered by this Agreement shall also perform work, which is incidental or peripheral to their main tasks or functions.



## 7. Types of Employment

7.1 Employees under this Agreement will be employed in one of the following categories:

- (a) full-time employment;
- (b) part-time employment; or
- (c) casual employment.

7.2 At the time of engagement, an employer will inform each employee whether they are employed on a full-time, part-time or casual basis and the employee's classification.

### 7.3 Full-time employment

A full-time employee is an employee engaged to work 38 hours per week or an average of 38 hours per week pursuant to **sub-clause 13.1**.

### 7.4 Part-time employment

- (a) A part-time employee is an employee who is engaged to work less than 38 ordinary hours per week or an average of less than 38 hours per week and who has reasonably predictable hours of work.
- (b) A part-time employee will be paid an hourly rate that is one thirty-eighth of the minimum weekly wage calculated in accordance with **paragraph 9.2(a)** for the Employee's classification.
- (c) A part-time employee's entitlements will be calculated on a pro rata basis.
- (d) At the time of engagement, the employer and the part-time employee will agree in writing on a regular pattern of work, specifying the number of hours worked each week and the number of weeks of the school year the employee will work.
- (e) The terms of the agreement in **paragraph 7.4(d)** may be varied by agreement between the employer and an employee. Any such variation will be recorded in writing.

### 7.5 Casual employment

- (a) A casual employee is an employee engaged as such.
- (b) Casual Employees, for each hour worked during ordinary time shall be paid one thirty-eighth of the minimum weekly wage calculated in accordance with **paragraph 9.2(a)** for the Employee's classification, plus 25 percent of such hourly equivalent.
- (c) Casual Employees shall be paid a minimum payment of three hours for each start, provided that an Employee employed to assist with specific programs such as integration programs, English as a Second Language, Disability Support Provisions,

new arrivals programs or like programs, whether government funded or funded by the Employer, shall be paid for a minimum of two hours for each start.

- (d) A casual employee must be paid at the termination of each engagement, or fortnightly or monthly in accordance with usual payment methods for full-time employees.

#### 7.6 Right to request casual conversion

- (a) A person engaged by a particular Employer as a for at least 12 months may request that their employment be converted to full-time or part-time employment.
- (b) A regular casual employee is a casual employee who has in the preceding period of six months worked a pattern of hours on an ongoing basis which, without significant adjustment, the employee could continue to perform as a full-time employee or part-time employee under the provisions of this Agreement.
- (c) A regular casual employee who has worked equivalent full-time hours over the preceding period of six months' casual employment may request to have their employment converted to full-time employment.
- (d) A regular casual employee who has worked less than equivalent full-time hours over the preceding period of six months' casual employment may request to have their employment converted to part-time employment consistent with the pattern of hours previously worked.
- (e) Any request under this subclause must be in writing and provided to the employer.
- (f) Where a regular casual employee seeks to convert to full-time or part-time employment, the employer may agree to or refuse the request, but the request may only be refused on reasonable grounds and after there has been consultation with the employee.
- (g) Reasonable grounds for refusal include that:
  - (i) it would require a significant adjustment to the casual employee's hours of work in order for the employee to be engaged as a full-time or part-time employee in accordance with the provisions of this Agreement – that is, the casual employee is not truly a regular casual employee as defined in **paragraph 7.6(b)**;
  - (ii) it is known or reasonably foreseeable that the regular casual employee's position will cease to exist within the next 12 months;
  - (iii) it is known or reasonably foreseeable that the hours of work which the regular casual employee is required to perform will be significantly reduced in the next 12 months; or

- (iv) it is known or reasonably foreseeable that there will be a significant change in the days and/or times at which the employee's hours of work are required to be performed in the next 12 months which cannot be accommodated within the days and/or hours during which the employee is available to work.
- (h) For any ground of refusal to be reasonable, it must be based on facts which are known or reasonably foreseeable.
- (i) Where the employer refuses a regular casual employee's request to convert, the employer must provide the casual employee with the employer's reasons for refusal in writing within 21 days of the request being made. If the employee does not accept the employer's refusal, this will constitute a dispute that will be dealt with under the dispute resolution procedure in **Clause 28 – Dispute Resolution Procedure**.
- (j) Where it is agreed that a casual employee will have their employment converted to full-time or part-time employment as provided for in this clause, the employer and employee must discuss and record in writing:
  - (i) the form of employment to which the employee will convert – that is, full-time or part-time employment; and
  - (ii) if it is agreed that the employee will become a part-time employee, the matters referred to in **paragraph 7.4(d)**.
- (k) The conversion will take effect from the start of the next pay cycle following such agreement being reached unless otherwise agreed.
- (l) Once a casual employee has converted to full-time or part-time employment, the employee may only revert to casual employment with the written agreement of the employer.
- (m) A casual employee must not be engaged and re-engaged (which includes a refusal to re-engage), or have their hours reduced or varied, in order to avoid any right or obligation under this clause.
- (n) Nothing in this clause obliges a casual employee to convert to full-time or part-time employment, nor permits an employer to require a regular casual employee to convert.
- (o) Nothing in this clause requires an employer to increase the hours of a regular casual employee seeking conversion to full-time or part-time employment.
- (p) An employer must provide a casual employee, whether a regular casual employee or not, with a copy of the provisions of this sub-clause within the first 12 months of the employee's first engagement to perform work.
- (q) A casual employee's right to request to convert is not affected if the employer fails to comply with the notice requirements in **paragraph 7.6(p)**.

## 8. Terms of Engagement

### 8.1 Letter of Appointment

On appointment, the Employer shall provide to an Employee, other than a Casual Employee, a letter setting out at least the following:

- (a) classification and rate of pay of the Employee;
- (b) the number of hours to be worked each week and the number of weeks or days to be worked throughout the year;
- (c) a statement in relation to superannuation entitlements; and
- (d) whether the rate of pay is payable throughout the year in accordance with either **sub-clause 9.2** or **paragraph 9.3(c)**, or whether the Employee will be stood down without pay as set out in **sub-clause 8.2**.

### 8.2 Stand Down

- (a) An Employee may be stood down on leave of absence without pay during any pupil vacation period when no work is available, provided that:
  - (i) the contract of employment shall be deemed not to have been broken for all Agreement and statutory purposes by such leave of absence during vacation periods; and
  - (ii) such leave of absence during pupil vacation periods shall count as service for all Agreement and statutory purposes.
- (b) Where the employment of an Employee is terminated by the Employer through no fault of the Employee and such Employee whose services are so terminated is re-employed by the same Employer before the expiration of two months, the contract of employment shall not be deemed to have been broken for the purposes of the Long Service Leave Act.
- (c) An Employee not stood down without pay during school vacation periods prior to the making of this Agreement shall not be stood down without pay after the making of this Agreement, except by mutual agreement between the Employee and Employer.

## 9. Payment of Wages

### 9.1 Payment

- (a) The salary payable to an Employee other than to a Casual Employee pursuant to this clause shall be paid fortnightly.
- (b) Where the payday falls on a public holiday, salaries shall be paid on the day not being a Saturday, Sunday or public holiday which immediately precedes the said pay day.
- (c) Salaries will be paid into an account nominated by the Employee.
- (d) Where excess payments are made in circumstances which were not apparent or could not reasonably have been expected to be detected by the Employee, the relevant parties shall seek agreement on the matter of the overpayment and its repayment including, when necessary and appropriate, discussion between the relevant Employee and Employer representatives.
- (e) The hourly rate of Part-Time and Casual Employees shall be calculated to the nearest whole cent, any amount less than half a cent in the result to be disregarded.

### 9.2 Employees Required to Work 48 Weeks a Year (Excluding Annual Leave)

- (a) The minimum weekly rate of pay for Full-Time Employees shall, subject to the other provisions of this Agreement, be calculated by dividing the annual rates set out in **Tables 1 – 10 Monetary Rates**, by 52.14.
- (b) Part-Time Employees, including a temporary Part-Time Employee, shall be paid at the same rate as a Full-Time Employee with the corresponding classification, calculated in accordance with **paragraph 9.2(a)**, but in the proportion which the Employee's hours bears to the hours of a Full-Time Employee as set out in **paragraph 7.4(a)**, that is

$$P = S \times H/38$$

Where:

P is the payment due;

S is the appropriate full-time weekly salary determined in accordance with **paragraph 9.2(a)**; and

H is the regular weekly hours worked

No Part-Time Employee shall have the number of hours worked reduced unless by mutual agreement in writing or a payment being made in accordance with **paragraph 18.9(b)** of this Agreement.

### 9.3 Employees Not Required to Work 48 Weeks of the Year (Excluding Annual Leave)

Employees who are not required to work 48 weeks a year shall be paid in accordance with this subclause:

- (a) Where an Employee is not required to work 48 weeks in a year (excluding annual leave) then the Employer may elect to stand down the Employee, in accordance with **sub-clause 8.2** or to pay the Employee in accordance with **paragraph 9.3(c)**.
- (b) The rate of pay of an Employee determined by **paragraph 9.3(c)** shall be the applicable rate for all purposes excluding casual rates of pay, shift penalties and overtime payments which may be payable to the Employee.
- (c) Where the Employer elects to average an Employee's payment of wages under **paragraph 9.3(a)**, the Employee will be paid in equal instalments throughout the year. The following formula shall be used to determine the appropriate weekly rate:

$$P = S \times H / 38 \times (D + 12) / 240$$

Where:

P is the payment due;

S is the appropriate full-time weekly salary determined in accordance with **paragraph 9.2(a)**;

H is the regular weekly hours worked; and

D **in relation to Employees employed prior to 10 November 2017**, is:

- (i) 203 in the case of Clerical Officers and Classroom & Learning Support Staff employed at St Edmund's College Canberra;
- (ii) 198 in the case of Clerical Officers and Classroom & Learning Support Staff employed at Daramalan College and Marist College Canberra;
- (iii) in all other cases, the total number of days, excluding public holidays, worked in a year by a Full-Time Employee (and in the case of a Part-Time Employee, the number of days that would be worked if the Employee was employed on a full-time basis) provided that:
  - (A) in the case of St Edmund's College Canberra, the value of D shall not be less than 203;
  - (B) in the case of Daramalan College and Marist College, Canberra, the value of D shall not be less than 199, except in the case of canteen workers engaged at Daramalan College prior to the commencement of this Agreement for whom the

value shall not be less than that which applied to an Employee at that time.

**in relation to Employees employed after 10 November 2017**, is the number of weeks required to be worked each year multiplied by five (5). The number of weeks worked shall not be less than the number of weeks, or part weeks, in the school year at the College, excluding public holidays.

#### 9.4 Higher Duties

Employees required to temporarily perform duties in a higher classification for periods of five consecutive work days, or more, in the same school year, shall be paid at the higher level for the whole of each such period during which those duties are performed.

#### 9.5 Remuneration Package

- (a) Notwithstanding **sub-clauses 8.1 to 8.3**, this subclause shall apply where the Employer wishes to facilitate the provision of a salary and benefit package to individual Employees covered by this Agreement.
- (b) The Employer may offer to provide, and the Employee may in writing agree to accept:
  - (i) the benefits nominated by the Employee from the benefits provided by the Employer; and
  - (ii) an amount equal to the difference between the salary calculated in accordance with the rates of pay prescribed by this Agreement and the amount specified by the Employer as the cost to the Employer of the benefit provided including administrative costs and Fringe Benefits Tax, if any.
- (c) The Employer shall provide to Employees a list of the available benefits which shall include superannuation, and any other benefits offered by the Employer.
- (d) The Employer shall advise the Employee, in writing, of the amount, outlined in **sub-paragraph 9.5(b)(ii)**, before the Agreement is entered into.
- (e) Subject to compliance with Fringe Benefits Tax laws, an Employee who takes paid leave on full pay shall receive the benefits and salary referred to in **sub-paragraphs 9.5(b)(i) and 9.5(b)(ii)**.
- (f) If an Employee takes unpaid leave, the Employee will not be entitled to any benefits during the period of such leave.
- (g) Any other payment calculated by reference to the Employee's salary, however described, and payable
  - (i) during employment; or

- (ii) on termination of employment in respect of untaken leave; or
- (iii) on death: shall be calculated at the rate of pay which would have applied to the Employee under this Agreement.

**9.6 Progression**

Employees will progress from one Step to the next within a Level after each 12 month period, unless a review implemented by the Employer demonstrates that the performance of the Employee has not been satisfactory and competent.

**9.7 Reclassification**

An Employee may make written application for reclassification to a different classification level, setting out the skills utilised and duties actually performed with reference to the classification structure set out in **Clause 12 – Classifications**. The Employer will determine the application within a reasonable period. Reclassification, where approved, will take place from the first full pay period on or after the date the application was made, and the Employee will commence on the first step of the new classification level.

**9.8 Supported Wage**

This Agreement incorporates the provisions of Schedule C to the Award as in force from time to time, provided that:

- (a) The supported wage rates will be calculated using the rates of pay contained in this Agreement instead of the minimum wage rates provided under the award; and
- (b) The Employee will be entitled to all other terms and conditions of employment under this Agreement.

**9.9 Junior Rates**

A junior Employee appointed at classification Level 1 may be paid the following percentage of the appropriate adult rate for the position performed:

Age	Percentage
17 years of age and under	60%
18 years of age	70%
19 years of age	80%
20 years of age	90%



## 10. Additional days worked during pupil vacation periods

- 10.1 Where an Employee is required to work during a pupil vacation period in addition to the terms of their employment, any additional days shall be paid at the appropriate casual rate of pay for the Employee's classification subject to the following guidelines:
- (a) an Employee cannot be required to work any additional days in accordance with this clause, without their consent;
  - (b) the Employer must give notice that is specific as to the time the Employee is to work during pupil vacation periods;
  - (c) the Employer must give the Employee two term weeks' notice of the requirement to work additional days during the pupil vacation period;
  - (d) the Employee cannot be required to work during the period of their four weeks' annual leave, where it is normally taken during the summer pupil vacation period;
  - (e) an Employee shall not be required to be the only employee present at the school;
  - (f) an Employee cannot be required to work on days other than their normal working days per week and their normal working hours on those days unless by mutual agreement;
  - (g) if an Employee is notified by the Employer in accordance with this subclause and then not required to work on any day for which notice is given, the Employer must provide at least one term weeks' notice of the cancellation, or lesser period by mutual agreement. If such notice is not provided by the Employer, the Employee shall be paid at the appropriate part-time rate of pay for the Employee's classification for the period.
- 10.2 Notwithstanding the above provisions an Employee may agree to waive the conditions found in **paragraphs 10.1(b), (c), (d), (e) and (f)**.

# 11. Superannuation

## 11.1 Definitions

In this clause, 'fund' means:

- (a) NGS Super or successor; or
- (b) the Employer's default Fund; or
- (c) Catholic Super; or
- (d) the Non-Government Schools Superannuation Fund; or
- (e) any other complying fund to which the Employer agrees to make superannuation contributions; or
- (f) an Employees' existing superannuation fund (stapled super fund).

provided that such funds offer a My Super product. The Employer shall make available each of these funds to the Employee.

## 11.2 Employer contributions

An Employer must make such superannuation contributions to a superannuation fund for the benefit of an Employee as will avoid the Employer being required to pay the superannuation guarantee charge under superannuation legislation with respect to that Employee.

## 11.3 Additional Employer Superannuation Contribution

- (a) Notwithstanding the provisions of **subclause 11.2**, it is agreed that from the first pay period on or after 1 July 2005, the Employer will maintain an Employer funded superannuation contribution of 1% of salary above the superannuation guarantee rate as prescribed by superannuation legislation, however this additional payment shall only be available to those Employees who themselves also contribute a co-payment equal to the additional 1% being paid by the Employer.
- (b) The additional contributions referred to above in **paragraph 10.3(a)**, shall be made to a fund defined in **subclause 11.1**.
- (c) Any current superannuation payment made by the Employee to a fund defined in **subclause 10.1** that is equal to, or greater than, the 1% referred to above shall be deemed to satisfy this requirement.

## 12. Classifications

12.1 An Employee's classification is determined by the Employer in accordance with the characteristics of the job the Employee is required to perform. The indicative duties/skills are only an indication of the duties/skills that may be performed in a job with those characteristics.

### 12.2 Clerical Officers

#### (a) Clerical Officer - Level 1

Usually work will be performed within established routines, methods and procedures which require the exercise of limited discretion. When work is performed outside such established routines, methods and procedures, it is likely to be under direct supervision or regular checking. An Employee at this grade applies their knowledge and skills to a limited range of tasks.

Without limiting the foregoing, a Clerical Officer Level 1 may be required to perform the following tasks:

- (i) Machine operation, for example: telephone/intercom systems, facsimile machines, photocopiers, franking machines and calculators;
- (ii) Operate a computer terminal utilising menu driven software to complete tasks where the use of a computer terminal is incidental to and/or necessary for the completion of the Employee's primary task;
- (iii) Handle mail (including courier mail);
- (iv) Sort, collate, batch and file documents/records accurately in correct location/sequence;
- (v) Routine maintenance of purchasing and inventory requirements;
- (vi) Perform a range of general clerical duties at basic level;
- (vii) Deal with people either in person or by telephone on a daily basis;
- (viii) Attend to front counter and refer enquiries to appropriate members of staff;
- (ix) Transcribe routine information into records and complete forms, for example: maintain mail records; record petty cash and expense transactions; and original source financial documents.

#### (b) Clerical Officer - Level 2

Usually work will be performed within established routines, methods and procedures, which involve the exercise of some initiative and minor decision making. When work is

performed outside such established routines, methods and procedures it is likely to be under routine supervision or intermittent checking.

An Employee at this grade applies their knowledge and skills to a range of tasks. Employees at this grade are responsible for assuring the quality of their own work. In addition to the tasks/skills exercised within the scope of these characteristics, an Employee at this grade may be required to perform the incidental tasks/skills of a Level 1 Employer.

Without limiting the foregoing, a Clerical Officer Level 2 may be required to perform the following tasks:

- (i) Operate a computer terminal using menu-driven software, exercising such skills as touch typing and audiotyping;
- (ii) Facilitate routine financial and/or general information into records and complete forms;
- (iii) Carry out a wide range of general secretarial duties, including the preparation of confidential and general correspondence;
- (iv) Deal with people either in person or by telephone, where presentation and the use of interpersonal skills, together with a sound knowledge of the organisation's operations and services, are a key aspect of the task and/or position;
- (v) Assist in the enrolment function including handling of initial enquiries and arranging interviews.

(c) **Clerical Officer - Level 3**

Work is likely to be performed autonomously subject to limited supervision with checking related to overall progress. An Employee at this grade may be responsible for the work of others and may be required to coordinate such work. Employees at this grade shall be required to apply in-depth knowledge in some areas and a broad range of tasks/skills. Usually work will be performed within routines, methods and procedures where discretion and judgement is required. Employees at this grade are responsible for assuring the quality of their own work and may have some responsibility for assuring the quality of the work of others. In addition to the tasks/skills exercised within the scope of these characteristics, an Employee at this grade may be required to perform the incidental tasks/skills of a level 2 Employee.

Without limiting the foregoing, a Clerical Officer level 3 may be required to perform the following tasks:

- (i) Maintenance of records and/or journals including processing and recording relating to the following: incoming/outgoing cheques, invoices, payroll data, petty cash, etc;
- (ii) Prepare, process and reconcile financial records, reports and statements, etc;
- (iii) Operate a computer terminal utilising all aspects of menu-driven software, producing complex and creative documents;
- (iv) Perform a range of senior secretarial functions, including the taking of shorthand and minutes, organising appointments, monitoring telephone calls, establishing filing systems.

(d) **Clerical Officer - Level 4**

Employees at this grade are regularly required to exercise a high level of judgement and initiative in the performance of their assigned duties. Work is likely to be under minimal supervision with general and/or broad guidance from more senior staff as required. Responsibility for the planning and management of work may be involved. Whilst not a prerequisite, a principal feature of this grade is supervision of Employees in lower grades with responsibility for such things as the allocation of work, coordinating workflow, checking the progress of the work, quality of work and problem solving.

An Employee in this grade applies in depth knowledge to a broad range of areas/tasks, which involve complexity in the range and choices of actions required. Usually work will be performed within routines, methods and procedures where discretion, judgement and initiative is required for both self and others. In addition to the tasks/skills exercised within the scope of these characteristics, an Employee at this grade may be required to perform the incidental tasks/skills of a Level 3 Employee.

Without limiting the foregoing, a Clerical Officer Level 4 may be required to perform the following tasks:

- (i) Exercise substantial responsibility, independent judgement and initiative with a detailed knowledge of complex office procedures
- (ii) Have and utilise advanced skills and knowledge in the operation of complex equipment and procedures
- (iii) Resolve financial and/or operational problems for staff and co-ordinate work within a section of the office; monitor work quality of those supervised; be responsible for those supervised; assist in planning future sectional/office-organisational or resources and equipment needs
- (iv) Have completed relevant post-secondary training or have significant and substantial technical and procedural knowledge and skill which may be deemed by the Employer as being comparable with post-secondary training

- (v) Oversee the operations of the school office and other administrative activities in the areas of enrolment, equipment and statistical returns
- (vi) Provide executive secretarial support to senior management.

(e) **Clerical Officer - Level 5**

Employees at this grade are required to exercise a high level of judgement and initiative in the performance of their assigned duties. Employees at this grade will:

- (i) have undertaken and acquired a formal post-secondary qualification at either TAFE or tertiary level relevant to the tasks required by the Employer for this Level; or
- (ii) have undertaken and satisfactorily completed extensive in-service training that is equivalent to the Employee having acquired a formal post-secondary qualification at either TAFE or tertiary level relevant to the tasks required by the Employer for this Level; or
- (iii) possess significant and substantial technical and procedural knowledge that is equivalent to what the Employee would have acquired had he or she obtained a formal post-secondary qualification at either TAFE or tertiary level relevant to the tasks required by the Employer for this Level.

A principal feature of this grade is supervision of Employees in lower grades with responsibility for the allocation of work, coordinating workflow, checking the progress of the work, quality of work and problem solving. An Employee in this grade should be able to apply both high level skills and in-depth knowledge to a broad range of areas/tasks, which involve complexity in the range and choices of actions required. In addition to the tasks/skills exercised within the scope of these characteristics, an Employee at this grade may be required to perform the incidental tasks/skills of a Level 4 Employee.

Without limiting the foregoing, a Clerical Officer Level 5 may be required to perform the following tasks:

- (i) Provide financial and/or operational advice to senior management and/or manage financial/operational systems
- (ii) Exercise substantial responsibility, independent judgment and initiative with skills and detailed knowledge of complex office procedures.
- (iii) Where applicable has the responsibility for the professional development of other support staff Employees
- (iv) Contribute to the operational and strategic planning for area of responsibility for avoidance of doubt in relation to the Clerical Officer Level 5 classification, it shall be for the Employer to determine whether the Employee:

- (A) has undertaken and satisfactorily completed extensive in-service training;  
or
- (B) possesses significant and substantial technical and procedural knowledge;  
and

such in-service training or technical and procedural knowledge is equivalent to the Employee having acquired or what the Employee would have acquired had he or she obtained a formal post-secondary qualification at either TAFE or tertiary level relevant to the tasks required by the Employer for the Level.

### 12.3 Classroom & learning support

#### (a) Classroom & Learning Support - Level 1

This classification was previously known as a School Assistant - Level 1. A Level 1 position is one where the Employee:

- (i) exercises a limited range of skills and undertakes basic duties
- (ii) is under the general supervision of a teacher or higher-level classroom & learning support Employee
- (iii) receives specific direction, leading to routine direction as knowledge of procedures develop
- (iv) will not supervise other Classroom & Learning Support
- (v) does not supervise students
- (vi) may have no relevant training and/or experience.

An Employee at this level may be required by the Employer to undertake the following indicative duties:

- (i) setting up areas for teaching/examination activities
- (ii) cleaning up after activities
- (iii) toileting, other than assisted toileting of high needs students;
- (iv) maintaining tidiness of school property
- (v) unpacking, sorting and checking of equipment
- (vi) performing routine and incidental "clerical" work in connection with the area of work (e.g. filing, typing, keying data into computer, copying and duplication of materials)

- (vii) assembling, dismantling, and safeguarding equipment or teaching aids for demonstration or practical work.

**(b) Classroom and Learning Support - Level 2**

This classification was previously known as a School Assistant - Level 2. A Level 2 position is one where the Employee:

- (i) may be required to exercise independent initiative and judgement
- (ii) has the knowledge and experience to perform basic duties without technical instructions
- (iii) receives instruction for complex tasks or tasks requiring specialised knowledge
- (iv) would be expected to have undertaken and completed professional development programs relevant to the skills and duties required to be undertaken. This requirement may be satisfied by relevant Employer sponsored programs and/or post-secondary training
- (v) assists in the resolution of operational problems and coordination of work within a department of the school
- (vi) some assistance in planning future department or school organisational need may also be required

An Employee at this level may be required by the Employer to undertake any of the indicative tasks required at Level 1 in addition to the following indicative duties:

- (i) regular cleaning and maintenance of book stock and/or equipment including audiovisual equipment
- (ii) toileting, washing and dressing disabled or other students;
- (iii) preparation of displays
- (iv) preparation of charts, diagrams and models
- (v) preparation of general laboratory experiments
- (vi) using appropriate storage systems, including for dangerous and toxic substances
- (vii) undertaking and monitoring expenditure on resources
- (viii) researching reference material under the direction of a teacher
- (ix) assisting therapists in their work
- (x) taking part in case management meetings with teachers.



(c) **Classroom & Learning Support – Level 3**

This classification was previously known as a School Assistant - Level 3. A Level 3 position is one where the Employee:

- (i) has:
  - (A) undertaken and acquired a formal post-secondary qualification at either TAFE or tertiary level relevant to the tasks required by the Employer for this level; or
  - (B) undertaken and satisfactorily completed extensive in-service training that is equivalent to the Employee having acquired a formal post-secondary qualification at either TAFE or tertiary level relevant to the tasks required by the Employer for this level; or
  - (C) significant and substantial technical and procedural knowledge that is equivalent to what the Employee would have acquired had he or she obtained a formal post-secondary qualification at either TAFE or tertiary level relevant to the tasks required by the Employer for this level.
- (ii) is regularly required to exercise independent initiative and judgment
- (iii) shall have responsibility and accountability for maintaining the quality of their own work and, where appropriate, the work of others
- (iv) receives limited instructions which relate specifically to matters of substance in the work assignment
- (v) may assist teachers or other qualified members of staff with the conduct of one or more areas, such as laboratories, libraries and audio-visual units
- (vi) is competent in technical areas as required for the position
- (vii) possesses a knowledge of workplace procedures and of the practices required by the Employer including the ability to resolve complex operational problems relevant to the position
- (viii) may assist in planning future department or school organisational needs.

In addition to undertaking the indicative duties of a Level 2 Employee, an Employee at this level will be required by the Employer to undertake additional indicative duties as required for level 3:

- (i) assisting therapists in their work
- (ii) taking part in case management meetings with teachers

- (iii) preparation of complex laboratory experiments
- (iv) developing appropriate storage systems, including for dangerous and toxic substances
- (v) assistance in the training of Employees at a lower level
- (vi) repair of equipment requiring technical knowledge and expertise
- (vii) providing in-service to teachers in specific technical or other areas
- (viii) supervision, training and co-ordination of classroom & learning support Employees, and responsibility for their sufficient allocation and control
- (ix) researching reference material for teachers
- (x) purchase of resources in conjunction with a teacher or other qualified member of staff.

(d) **Classroom & Learning Support – Level 4**

This classification was previously known as a School Assistant - Level 4. A Level 4 position is one where the Employee:

- (i) Has:
  - (A) undertaken and acquired a formal post-secondary qualification at either TAFE or tertiary level relevant to the tasks required by the Employer for this Level; or
  - (B) undertaken and satisfactorily completed extensive in-service training that the Employer considers is equivalent to the Employee having acquired a formal post-secondary qualification at either TAFE or tertiary level relevant to the tasks required by the Employer for this Level; or
  - (C) significant and substantial technical and procedural knowledge that the Employer considers is equivalent to what the Employee would have acquired had he or she obtained a formal post-secondary qualification at either TAFE or tertiary level relevant to the tasks required by the Employer for this Level.
- (ii) possesses a knowledge of workplace practices and procedures including a detailed knowledge of complex procedures relevant to the position
- (iii) resolves complex operational problems and co-ordinates work within a department or unit of the school
- (iv) displays a high level of initiative and judgement

- (v) is required to supervise other Employees and shall have responsibility and accountability for maintaining the quality of the work of others
- (vi) is responsible for planning future department or school organisational needs within his/her areas of responsibility; in addition to the tasks/skills exercised within the scope of these characteristics, an Employee at this grade may be required to perform the incidental tasks/skills of a Level 3 Employee.

For avoidance of doubt in relation to the Classroom & Learning Support Level 3 and 4 classifications, it shall be for the Employer to determine whether:

- (i) the Employee:
  - (A) has undertaken and satisfactorily completed extensive in-service training; or
  - (B) possesses significant and substantial technical and procedural knowledge; and
- (ii) such in-service training or technical and procedural knowledge is equivalent to the Employee having acquired or what the Employee would have acquired had he or she obtained a formal post-secondary qualification at either TAFE or tertiary level relevant to the tasks required by the Employer for the particular Level.

#### 12.4 **School operational services**

##### (a) **Building Maintenance – Level 2**

An Employee without trade qualifications who can demonstrate an ability to assist trade staff in the maintenance of buildings and furniture. Usually work will be performed within established routines, methods and procedures.

Without limiting the foregoing, the Employee may be required to perform the following tasks:

- (i) perform a range of manual tasks including the movement of stores and furniture
- (ii) under supervision perform non-specialised repair work
- (iii) under supervision assist tradesman involved in building and furniture maintenance within a workshop environment
- (iv) unlock school facilities at the start of the day and secure the premises at the end of the day.

In addition, the Employee should:

- (i) have an understanding of lifting and moving techniques so that tasks involving movement of furniture, equipment and deliveries can be undertaken in a safe manner
- (ii) be able to identify building materials and have a basic understanding of their use
- (iii) be able to work in a team environment.

**(b) Building Maintenance – Level 3**

An Employee with trade qualifications, or a demonstrated ability to undertake general repairs, building and furniture maintenance, minor building works and workshop tasks.

Without limiting the foregoing, the Employee may be required to perform the following tasks with minimal supervision:

- (i) requisition materials to undertake general repair and maintenance tasks;
- (ii) use workshop machines and equipment;
- (iii) have a knowledge of building and furniture maintenance;
- (iv) perform basic repair and maintenance tasks which may include repair of furniture and fly screens and maintenance of door locks and tap fittings; and
- (v) unlock school facilities at the start of the day and secure the premises at the end of the day.

In addition, the Employee should:

- (i) be able to work in a team environment;
- (ii) perform work in a safe manner.

**(c) Building Maintenance – Level 4**

An Employee with trade qualifications, or a demonstrated ability to undertake general building and furniture maintenance, minor building works and workshop tasks.

Without limiting the foregoing, the Employee may be required to perform the following tasks without supervision:

- (i) identify and purchase materials to undertake basic maintenance tasks to buildings and equipment
- (ii) use workshop machines and equipment;
- (iii) have a knowledge of all facets of building and furniture maintenance including plastering, painting and minor plumbing tasks;

- (iv) be able to work from complex instructions or procedures;
- (v) be able to assist in the provision of on-the-job training to a limited degree;
- (vi) unlock school facilities at the start of the day and secure the premises at the end of the day.

In addition, the Employee should:

- (i) be able to work in a team environment;
- (ii) ensure that work is performed within a safe environment.

**(d) Building Maintenance – Level 6**

An Employee with trade qualifications and can demonstrate an ability to undertake building and furniture maintenance tasks, general joinery tasks and building renovations to a very high standard. The Employee is expected to supervise all facets of building and maintenance tasks.

Without limiting the foregoing, the Employee may be required to perform the following tasks:

- (i) supervise building maintenance staff;
- (ii) identify and repair all building and furniture maintenance tasks;
- (iii) undertake minor renovations and new work tasks;
- (iv) understand and work within budget guidelines;
- (v) manage the materials required to run building maintenance within budget;
- (vi) co-ordinate and supervise subcontractors and periodical contracts;
- (vii) prioritise maintenance tasks;
- (viii) understand architectural drawings;
- (ix) unlock school facilities at the start of the day and secure the premises at the end of the day.

In addition, the Employee should:

- (i) ensure that all health and safety issues are managed to a high standard;
- (ii) understand and assist in emergency evacuation procedures;
- (iii) manage a school carpentry workshop in a safe manner.

(e) **Grounds Maintenance – Level 1**

An Employee without qualifications who can assist in general grounds maintenance.

Casual Employees will progress from one pay Step to the next within this Level in accordance with **sub-clause 9.6**.

Full-Time and Part-Time Employees will remain at Level 1 Step 1 for the first six months. After six months, if they have

- (i) successfully completed the training; and
- (ii) successfully performed the duties,

they will progress to Level 2 Step 1.

Without limiting the foregoing, the Employee may be required to perform the following tasks:

- (i) basic manual/labouring duties
- (ii) provide general assistance to higher grade Employees
- (iii) have a basic idea of the daily routine
- (iv) work under direct supervision
- (v) unlock school facilities at the start of the day and secure the premises at the end of the day.

In addition, the Employee should:

- (i) be able identify all areas of the school
- (ii) be able to work in a team environment
- (iii) have knowledge of the safety aspects and operation of basic maintenance equipment
- (iv) work with others in a safe manner.

(f) **Grounds Maintenance – Level 2**

This level includes Full-Time and Part-Time Employees who have successfully completed six months at Level 1 Step 1 or any Employee who can demonstrate the relevant experience to undertake grounds maintenance tasks at this level.

Without limiting the foregoing, the Employee may be required to perform the following tasks:

- (i) under supervision undertake the installation and maintenance of ground watering equipment
- (ii) remove rubbish
- (iii) basic gardening duties including digging, holing, raking and weeding
- (iv) other duties including sweeping, garbage disposal, movement of stores and furniture and non-specialised repair work
- (v) work under supervision
- (vi) unlock school facilities at the start of the day and secure the premises at the end of the day.

In addition, the Employee should:

- (i) have a basic knowledge of the use and safety aspects of grounds maintenance equipment
- (ii) understand lifting and moving techniques so that tasks involving movement of furniture, equipment and deliveries can be undertaken in a safe manner
- (iii) be able to work in a team environment
- (iv) work with others in a safe manner.

**(g) Grounds Maintenance – Level 3**

An Employee with at least 3 years relevant experience who has the ability to undertake all basic grounds maintenance tasks.

Without limiting the foregoing, the Employee may be required to perform the following tasks:

- (i) install basic ground watering systems;
- (ii) gardening duties including plant and lawn maintenance and development;
- (iii) preparation and maintenance of sporting facilities
- (iv) have the qualifications to drive buses to 20 seat capacity and tip truck to 2 tonne;
- (v) unlock school facilities at the start of the day and secure the premises at the end of the day.

In addition, the Employee should:

- (i) have a sound knowledge of the use and safety aspects of grounds maintenance equipment;

- (ii) understand the basic maintenance requirements of grounds maintenance equipment
- (iii) have a sound knowledge of all aspects of the school grounds and maintenance function and be able to react to emergency situations
- (iv) undertake all tasks in a safe manner.

(h) **Grounds Maintenance – Level 4**

An Employee who is a qualified tradesperson.

Without limiting the foregoing, the Employee may be required to perform the following tasks:

- (i) be able to design and install ground watering systems;
- (ii) preparation and maintenance of sporting facilities and their surrounds;
- (iii) gardening duties including plant and lawn maintenance and development;
- (iv) unlock school facilities at the start of the day and secure the premises at the end of the day.

In addition, the Employee should:

- (i) have an excellent knowledge of the use and safety aspects of all forms of grounds maintenance equipment;
- (ii) assist in the coordination of emergency situations such as evacuations and fire emergencies;
- (iii) be able to identify and report on unsafe work practices.

(i) **Grounds Maintenance – Level 5**

An Employee who is a qualified trades person and who can demonstrate an ability to undertake the supervision and assist in the training of other grounds maintenance staff.

Without limiting the foregoing, the Employee may be required to perform the following tasks:

- (i) supervise the functions of the grounds maintenance staff;
- (ii) assist in the coordination and training of the grounds maintenance staff;
- (iii) coordinate daily ground maintenance routines without supervision as directed by a senior manager;



- (iv) be able to design and install ground watering systems;
- (v) preparation and maintenance of sporting facilities and their surrounds;
- (vi) unlock school facilities at the start of the day and secure the premises at the end of the day.

In addition, the Employee should:

- (i) have an excellent knowledge of the use and safety aspects of all forms of grounds maintenance equipment;
- (ii) assist in the coordination of emergency situations such as evacuations and fire emergencies;
- (iii) be able to identify and report on unsafe work practices.

(j) **Cleaning Staff – Level 1**

An Employee without qualifications who can assist in general cleaning duties.

Without limiting the foregoing, the Employee may be required to perform the following tasks:

- (i) undertake general cleaning duties;
- (ii) have a basic knowledge of the use of cleaning machinery;
- (iii) work under supervision.

In addition, the Employee should:

- (i) be able to work in a safe manner;
- (ii) have an understanding of cleaning methods to varying surfaces;
- (iii) be able to identify cleaning chemicals;
- (iv) be able to clearly identify the cleaner's area of responsibility.

(k) **Cleaning Staff – Level 2**

An Employee with at least 3 years relevant experience who has the ability to perform all general cleaning tasks with limited supervision.

Without limiting the foregoing, the Employee may be required to perform the following tasks:

- (i) break down bulk cleaning chemicals for distribution;

- (ii) assist junior Employees by providing advice on cleaning matters;
- (iii) undertake cleaning tasks to a very high standard;
- (iv) under supervision undertake more complex cleaning duties such as carpet and furniture cleaning;
- (v) able to inspect and secure buildings, including unlock school facilities at the start of the day and secure the premises at the end of the day.

In addition, the Employee should:

- (i) have a sound knowledge of safe work practices.

**(l) Cleaning Staff – Level 4**

An Employee at this level should have at least six years' experience and be able to provide in depth knowledge and demonstrate a broad range of cleaning skills.

Without limiting the foregoing, the Employee may be required to perform the following tasks:

- (i) the direct supervision and responsibility of cleaning work by other Employees;
- (ii) be responsible for the purchasing, distribution and accounting of cleaning equipment and chemicals;
- (iii) assist management in the selection of new cleaning Employees;
- (iv) produce rosters for cleaning Employees;
- (v) assist management with the initial employment training for new Employees;
- (vi) able to inspect and secure buildings;
- (vii) unlock school facilities at the start of the day and secure the premises at the end of the day.

In addition, the Employee should:

- (i) ensure that all cleaning undertaken is done so according to safe work practices.

**(m) Cleaning Staff – Level 5**

An Employee at this level should have at least six years of relevant experience and have the responsibility for the supervision of 10 or more cleaning staff.

Without limiting the foregoing, the Employee may be required to perform the following tasks:

- (i) the direct supervision and responsibility of cleaning work by other Employees;
- (ii) be responsible for the purchasing, distribution and accounting of cleaning equipment and chemicals;
- (iii) assist management in the selection of new cleaning Employees;
- (iv) produce rosters for cleaning Employees;
- (v) assist management with the initial employment training for new Employees;
- (vi) able to inspect and secure buildings;
- (vii) unlock school facilities at the start of the day and secure the premises at the end of the day.

In addition, the Employee should:

- (i) ensure that all cleaning undertaken is done so according to safe work practices.

(n) **Kitchen Staff – Level 1**

This position is generally known as Dining Room Attendant.

Without limiting the foregoing, the Employee may be required to perform the following tasks:

- (i) under supervision operate a commercial dishwasher
- (ii) have a knowledge of the operation of bain-maries and other warming equipment
- (iii) set tables for various types of meals.

In addition, the Employee should:

- (i) be able to identify and use cleaning chemicals associated with both the wash up facility and dining room generally.

(o) **Kitchen Staff – Level 2**

This position is generally known as Kitchen Assistant.

An Employee with at least 3 years relevant experience who has the ability to undertake all forms of food preparation and kitchen cleaning tasks.

Without limiting the foregoing, the Employee may be required to perform the following tasks:

- (i) preparation of food

- (ii) accepting and storage of food items
- (iii) general kitchen cleaning duties
- (iv) rubbish disposal
- (v) cleaning and stocking of cool rooms, refrigerators and dry goods stores.

In addition, the Employee should:

- (i) be able to demonstrate an ability to work with minimal supervision
- (ii) be able to identify food preparation requirements from a given menu
- (iii) be able to maintain the kitchen in a clean and tidy state.

(p) **Kitchen Staff – Level 3**

An Employee qualified, or who can demonstrate the ability to undertake the duties and responsibilities of the position of Breakfast Cook.

Without limiting the foregoing, the Employee may be required to perform the following tasks:

- (i) oversee the duties of the Dining Room and Kitchen Assistants
- (ii) prepare, cook and serve breakfast from a menu
- (iii) prepare and make a range of sandwiches
- (iv) prepare and cook a variety of cakes and biscuits
- (v) control the kitchen and dining room in a healthy and safe manner
- (vi) work with limited supervision
- (vii) be able to supervise both Dining Room Assistants and Kitchen Assistants allocated to the same shift in the absence of the Kitchen Manager.

(q) **Kitchen Staff – Level 4**

An Employee qualified, or who can demonstrate a proven ability, to undertake the duties and responsibilities of the position of Dinner Cook.

Without limiting the foregoing, the Employee may be required to perform the following tasks:

- (i) oversee the duties of the Dining Room and Kitchen Assistants
- (ii) prepare, cook and serve meals from a menu

- (iii) stock control
- (iv) responsible for the security of the kitchen
- (v) control the kitchen and dining room in a healthy and safe manner.

(r) **Kitchen Staff – Level 5**

An Employee qualified, or who can demonstrate a proven ability to undertake the duties and responsibilities of the position of Kitchen Manager.

Without limiting the foregoing, the Employee may be required to perform the following tasks:

- (i) assist in the preparation and management of an annual budget prepare menus
- (ii) order and control all stock and kitchen equipment
- (iii) supervision of all kitchen and dining room staff
- (iv) preparation of work rosters
- (v) maintenance of kitchen equipment
- (vi) an ability to further enhance the functions of the kitchen and dining room
- (vii) an ability to identify training for associated staff, provide advice to Boarding House staff in relation to special dietary needs
- (viii) ensure that the kitchen and dining room operate within applicable work, health and safety legislation.

(s) **Janitor – Level 2**

An Employee who can demonstrate relevant experience to undertake janitorial duties at this level.

Without limiting the foregoing, the employee may be required to perform the following tasks:

- (i) undertake cleaning tasks
- (ii) remove rubbish
- (iii) basic gardening duties including digging, holing, raking, weeding and planting
- (iv) perform non-specialised repair work
- (v) other duties including sweeping and movement of stores and furniture.

In addition, the Employee should:

- (i) have an understanding of lifting techniques so that tasks involving movement of furniture, equipment and deliveries can be undertaken in a safe manner
- (ii) have an understanding of safe work practice
- (iii) be able to work in a team environment.

(t) **Janitor – Level 3**

An Employee with trade qualifications and/or appropriate experience who can demonstrate an ability to undertake general non-trade repairs and maintenance tasks and who is responsible for the quality of their own work.

Without limiting the foregoing, the Employee may be required to perform the following tasks:

- (i) assume responsibility for security of the school premises
- (ii) undertake cleaning tasks
- (iii) remove rubbish
- (iv) basic gardening including digging, holing, raking, weeding and planting
- (v) perform non-specialised repair work
- (vi) other duties including sweeping and movement of stores and furniture.

In addition, the Employee should:

- (i) have an understanding of lifting techniques so that tasks involving movement of furniture, equipment and deliveries can be undertaken in a safe manner
- (ii) have an understanding of safe work practices
- (iii) be able to work in a team environment.

(u) **Canteen and Shop Staff – Level 1**

This position is generally known as Canteen/Shop Assistant. This person would normally work under the supervision of the Canteen/Shop Manager (category 1 or 2).

Without limiting the foregoing, the Employee may be required to perform the following tasks:

- (i) service customer needs, including the preparation of food, goods, clothing or stationery for sale

- (ii) handle cash, receipting and other financial transactions
- (iii) under supervision, operate such equipment that is relevant to the position
- (iv) have a knowledge of client needs, pricing policies and a good working knowledge of the products being sold.

(v) **Canteen and Shop Staff – Level 2**

This position is generally known as Canteen/Shop Manager category 1 (for schools with an enrolment of up to 800 students) and may be responsible to the appropriate school authority or Manager category 2 for the effective operation of canteen/shop services.

Without limiting the foregoing, the Employee may be required to perform the following tasks:

- (i) assist the Canteen/Shop Manager category 2 in the day-to-day management and operation of canteen or shop services
- (ii) purchase of goods for resale
- (iii) supervise staff including preparation of rosters
- (iv) service customer needs, including the preparation of food, goods, clothing or stationery for sale
- (v) handling cash, receipting, undertake banking and other financial transactions including certification and/or payment of accounts
- (vi) operate such equipment that is relevant to the position
- (vii) have a detailed knowledge of client needs, pricing policies and products being sold.

(w) **Canteen and Shop Staff – Level 3**

This position is generally known as Canteen/Shop Manager category 2 which has a level of responsibility required in schools with an enrolment in excess of 800. The Manager category 2 is responsible to the appropriate school authority for the effective operation of the canteen/shop.

Without limiting the foregoing, the Employee may be required to perform the following tasks:

- (i) manage the canteen or shop including but not limited to
- (ii) rostering and supervision of staff
- (iii) purchasing of goods for resale

- (iv) certification and/or payment of accounts
  - (v) undertake financial transactions and banking
  - (vi) service customer needs, including the preparation of food, goods, clothing or stationery for sale
  - (vii) operate such equipment that is relevant to the position
  - (viii) have a detailed knowledge of client needs, pricing policies and products being sold.
- (x) **Caretaker – Level 5**

An Employee with relevant experience who has the ability to take responsibility for the security of a school and provide after hours support to staff and students.

Without limiting the foregoing, the Employee may be required to perform the following tasks:

- (i) unlock school facilities at the start of the day and secure the premises at the end of the day
- (ii) control security of premises for out of hours' functions
- (iii) assess and undertake urgent maintenance out of hours and/or arrange for such maintenance to be carried out
- (iv) assist the Principal or other staff with out of hours' functions.

In addition, the Employee should:

- (i) have a close working knowledge of the school and its staff and be able to relate well to staff, students and visitors
- (ii) be aware of safety and/or security issues in a school, particularly in a residential/boarding situation.

(y) **Bus Driver- Level 4**

This classification will only apply to an Employee employed in a position for which bus driving is their primary responsibility. Without limiting the foregoing, the Employee may be required to perform the following tasks:

- (i) Provide high quality, reliable and safe bus transportation services for staff, students, and visitors, carried out in an effective and customer friendly manner and which meets all regulatory requirements.
- (ii) Ensure that the college buses are maintained to a high level of operational effectiveness by monitoring the state of the vehicles and undertaking minor maintenance tasks. Specifically, this may include:



- (A) undertake inspections of the bus to ensure that it is safe to use
- (B) prioritise and act upon maintenance tasks as required and directed
- (C) ensure the bus is clean and reflects the appropriate image of the College
- (D) report any issues of maintenance or damage to the Facilities Manager.

## 13. Hours of Work

### 13.1 Ordinary Hours

Ordinary hours of work for a Full-Time Employee shall not without the payment of overtime exceed an average of 38 per week (exclusive of meal breaks) and will be worked on no more than five days in any seven days. The average ordinary hours of work may be calculated over a period of a fortnight or four weeks and shall be worked as follows:

(a) **Clerical Officers and Classroom & Learning Support**

Between the hours of 7.00am and 6.00pm, Monday to Friday inclusive.

(b) **School Operational Services**

(i) **Building Maintenance, Grounds Maintenance and Bus Drivers**

Between the hours of 6.00am and 6.00pm, Monday to Friday inclusive, provided that Grounds Maintenance staff can be required to work weekend ordinary hours on Saturdays between 6.00 am and 12 noon.

(ii) **Canteen & Shop Staff**

Between the hours of 7.00am and 6.00pm, Monday to Friday inclusive.

(iii) **Cleaners and Janitors**

(A) Between the hours of 6.00am and 6.00pm, Monday to Friday inclusive.

(B) If a cleaner or a janitor is required to work a shift that finishes after 6.00pm and at or before midnight on any day from Monday to Friday inclusive, they will receive an Afternoon Shift Penalty of 15 percent of the ordinary rate of pay for the entire shift, instead of overtime.

(C) The ordinary hours of work for a cleaner or janitor shall not exceed 10 hours in a continuous shift, inclusive of a meal break.

(iv) **Caretakers**

Between the hours of 6.00am and 6.00pm, Monday to Sunday inclusive.

(v) **Kitchen Staff**

Between the hours of 6.00am and 6.00pm, Monday to Sunday inclusive.

### 13.2 Part-Time Employees

The spread of ordinary hours of work of a Part-Time Employee shall be the same as those worked by Full-Time Employees and, exclusive of meal breaks, shall not exceed eight hours per day, or as otherwise set out in **sub-paragraph 13.1(b)(iii)**.

### 13.3 **Casual Employees**

The spread of ordinary hours of work shall be the same as those worked by full-time weekly Employees. Where there are no such full-time weekly Employees the spread of ordinary hours of work shall be those prescribed by **sub-clause 13.1**.

### 13.4 **Payment of Additional Hours for Employees who receive an Averaged Rate of Pay**

- (a) The Employer may require a Part-Time Employee who receives an averaged salary in accordance with **sub-clause 9.3** to work reasonable additional hours, that fall outside of their contracted hours of work.
- (b) An Employee shall be paid for all such additional hours:
  - (i) at the casual hourly rate of pay for the Employee's classification, provided that the additional hours fall within the applicable daily spread of ordinary hours set out in **sub-clause 13.1**, and do not result in the Employee working more than eight hours on that day; and
  - (ii) in all other cases the Employee will be entitled to payment at the appropriate overtime rate of pay.
  - (iii) Additional hours worked by an Employee in accordance with this **sub-clause 13.4** do not accrue leave entitlements under this Agreement or the NES.

### 13.5 **Ordinary Hours Worked on a Saturday and Sunday**

#### (a) **Grounds Maintenance**

Employees classified as Grounds Maintenance who are required to work ordinary time on a Saturday (**see sub-paragraph 13.1(b)(i)**) will be paid the ordinary rate of pay plus a penalty of 50% of the ordinary time rate.

#### (b) **Caretakers**

Employees classified as Caretakers who are required to work ordinary time on a Saturday or Sunday will be paid the ordinary rate of pay plus the following penalties:

- (i) 50% of the ordinary time rate for ordinary hours worked on a Saturday; and
- (ii) 100% of the ordinary time rate for ordinary hours worked on a Sunday.

#### (c) **Kitchen Staff**

Employees classified as Kitchen Staff who are required to work on a Saturday or Sunday will be paid the ordinary rate of pay plus the following penalties:

- (i) 25% of the ordinary time rate for ordinary hours worked on a Saturday; and
  - (ii) 75% of the ordinary time rate for ordinary hours worked on a Sunday.
- (d) The weekend penalty rates prescribed in **paragraphs 13.5(a), (b) and (c)** are in substitution for and are not cumulative upon any other shift penalty or overtime.
- (e) Casual Employees will be paid an ordinary hourly rate of pay which includes the casual loading (**as set out in paragraph 7.5(b)**), plus the weekend penalty rates prescribed in **paragraphs 13.5(a), (b) and (c)**.

Note: **paragraph 13.5(e)** does not apply to the following Casual Employees:

- (i) Building Maintenance classified at Level 6;
  - (ii) Caretakers;
  - (iii) Bus Drivers;
  - (iv) Cleaners classified at Level 4, Step 4 and Level 5; and
  - (v) Kitchen Staff classified at Level 5, Step 3 and 4.
- (f) An Employee will only be entitled to overtime for hours worked on a weekend if as a result of working on a weekend:
- (i) the Employee works in excess of an average of 38 hours per week; or
  - (ii) a Part-Time Employee (other than a cleaner or janitor), has worked in excess of eight hours in a single day; or
  - (iii) a cleaner or janitor has worked in excess of 10 hours in a continuous shift, inclusive of a meal break; or
  - (iv) the Employee performs work outside the span of ordinary hours that otherwise applies to the Employee as set out in **sub-clause 13.1**.

### 13.6 Notice of Hours

The Employer shall fix the Employee's ordinary hours of work and the ordinary time of meal breaks which shall be displayed in a conspicuous place accessible to the Employees or in their contract of employment and such hours shall not be changed, without payment of overtime for work done outside the fixed hours, unless seven days' notice of any change of hours is given by the Employer to the Employee. 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.

### 13.7 Broken Shift Allowance for School Operational Services

- (a) A School Operational Services Employee may be rostered to work ordinary hours in a broken shift, that is a rostered shift comprising two periods of duty, exclusive of meal breaks, per day, with a minimum payment (other than for a Casual Employee) of two hours for each period of duty.
- (b) The maximum spread between the start of the first period of duty and cease of the second period of duty for a broken shift is 12 hours. Any hours in excess of this 12 hour spread will be paid for as overtime.
- (c) An Employee, other than a Casual Employee, required to work a broken shift will be paid at the ordinary time rate plus a penalty of 15% of the ordinary time rate.

### 13.8 School Camps – Classroom & Learning Support Staff only

- (a) The provisions of this subclause apply where an Employer requires an Employee to supervise and assist students on a school camp, or where an Employee agrees to perform such a task.
- (b) Where an Employer requires an Employee to work on a school camp, the Employer must provide the Employee with at least four weeks' notice, unless the Employee volunteers for this task or there is otherwise mutual agreement between the Employer and Employee.
- (c) Notwithstanding **paragraphs 13.8(a) and (b)** an Employee may refuse to attend a school camp where the requirement is unreasonable having regard to the Employee's personal circumstances, including any family and carer responsibilities.
- (d) An Employee will be for each period of duty while working at a school camp subject to the following provisions:
  - (i) the Employee will receive a minimum payment equivalent to eight hours of pay per day of attendance at a school camp;
  - (ii) the Employee will be paid at ordinary time rates for work performed during the span of hours set out in **subclause 13.1** up to eight hours per day;
  - (iii) the Employee will be paid at ordinary time rates plus a loading of 50% for all work performed outside of the span of hours set out in **sub-clause 13.1** or for hours worked in excess of eight hours per day;
  - (iv) the Employee will be paid an overnight camp allowance as set out in **Table 11 – Allowances** per night for each night the Employee is required to sleepover at the school camp, and the Employee will be provided with suitable accommodation, including reasonably convenient bathroom facilities, at no cost to the Employee.

- (e) For the duration of the school camp only, the provisions of **sub-clause 13.6** and **Clause 14 – Overtime** do not apply.

### 13.9 **Make-up Time**

- (a) An Employee may elect, with the consent of the Employer, to work "make-up time" under which the Employee takes time off ordinary hours, and works those hours at a later time, during the spread of ordinary hours provided in the Agreement, at the ordinary rate of pay.
- (b) Where an Employee would have been entitled to the payment of a penalty in accordance with **sub-paragraph 13.1(b)(ii)(A)** or **sub-clauses 13.5** or **13.7** during the ordinary hours the Employee takes off, such penalties shall be paid to the Employee when the Employee works those hours at a later time.

## 14. Overtime

14.1 All time required by the Employer to be worked outside the ordinary hours of work prescribed by **Clause 13 – Hours of Work**, shall be overtime and shall be paid for at the rate of time and one-half for the first three hours and double time thereafter; provided that overtime at the rate of double time shall be paid for all overtime worked between midnight Friday and midnight Sunday. Provided further that in computing overtime each day's work shall stand alone.

14.2 Wherever reasonably practicable, an Employee should have at least 10 consecutive hours off duty between the end of a period of overtime worked on one day, and the commencement of work the following day.

If the Employee is required by the Employer to resume or continue work the following day without having such a break, they will be paid double time until they are released from duty, without loss of pay, for a period of 10 consecutive hours.

### 14.3 **Time Off in Lieu of Payment of Overtime**

Where an Employee has performed duty on overtime, an Employee may elect, with the consent of the Employer, to take time off in lieu of overtime payment at a time or times agreed with the Employer, provided that:

- (a) Overtime taken as time off during the ordinary hours of work prescribed by **Clause 13**, shall be taken at the ordinary time rate, that is, an hour for each hour worked.
- (b) Any amount of overtime that has been worked by an Employee in a particular pay period and that is to be taken as time off instead of the Employee being paid for it must be the subject of a separate agreement under this **subclause 14.3**. The agreement should state:
  - (i) the number of overtime hours to which it applies and when those hours were worked;
  - (ii) that the Employer and Employee agree that the Employee may take time off instead of being paid for the overtime;
  - (iii) that, if the Employee requests at any time, the Employer must pay the Employee, for overtime covered by the agreement but not taken as time off, at the overtime rate applicable to the overtime when worked;
  - (iv) that any payment mentioned in **subparagraph 14.3(b)(iii)** must be made in the next pay period following the request.

Note: An agreement under **paragraph 14.3(b)** can also be made by an exchange of emails between the Employee and Employer, or by other electronic means.

- (c) Usually an Employee may not accumulate more than 20 hours to be taken as leave in lieu of overtime payment and overtime shall be taken within one school term, where practicable, and in all cases within six (6) months of the accrual. If not taken it shall be paid at the appropriate overtime rate.

#### 14.4 **Sunday Minimum Payment**

For overtime worked on a Sunday a minimum payment for four hours' work shall be paid, at the rate of double time.

#### 14.5 **Casual Employees and Overtime**

If a Casual Employee works authorised overtime, they will be paid, for all overtime hours worked, an ordinary hourly rate of pay which includes the casual loading (as set out in **paragraph 7.5(b)**), plus any applicable overtime penalty in accordance with **subclause 14.1**.

Note: this **paragraph 13.5(e)** does not apply to the following Casual Employees:

- (a) Building Maintenance classified at Level 6;
- (b) Caretakers;
- (c) Bus Drivers;
- (d) Cleaners classified at Level 4, Step 4 and Level 5; and
- (e) Kitchen Staff classified at Level 5, Step 3 and 4.



## 15. Breaks

### 15.1 Tea Break

- (a) An Employee is entitled to a rest break of 10 minutes for each period of three hours worked, with a maximum of two tea breaks per shift.
- (b) Where the Employee has an entitlement to two tea breaks, in place of the two 10 minute tea breaks, the Employer and the Employee may agree to one tea break of 20 minutes.
- (c) Notwithstanding **paragraphs 15.1(a)** and **(b)** an Employee engaged in Classroom and Learning Support Services is entitled to one tea break of 20 minutes.
- (d) The tea break:
  - (i) will be counted as time worked;
  - (ii) will be taken at a time suitable to the Employer; and
  - (iii) will not be taken adjacent to a meal break, unless the Employee and the Employer agree.

### 15.2 Meal Break

Not more than one hour nor less than half an hour shall be allowed for a midday meal (or evening meal, where work continues after 7:00pm) to Employees who are engaged or rostered to work more than five (5) hours in a day. This meal break shall be taken not later than the fifth hour of work each day, except by mutual agreement between the Employer and the Employee. Such meal break shall not be counted as time worked and is unpaid.

## 16. Allowances

### 16.1 Meal Allowance

- (a) An Employee required to work overtime shall be paid a meal allowance in any of the following circumstances:
  - (i) Clerical Officers and Classroom & Learning Support:
    - (A) When required to work beyond 7.00pm the rate shall be that specified in **Table 11 - Allowances**.
  - (ii) Building and Maintenance Staff:
    - (A) When required to work beyond 8.00pm the rate shall be that specified in **Table 11 - Allowances**.
- (b) Where the Employee agrees, an Employer may supply an Employee with a suitable meal in which case the allowances set out in **paragraph 16.1(a)** shall not be payable.
- (c) When an Employee is eligible to receive a meal allowance, it is payable in the next pay period.

### 16.2 Overnight Camp Allowance

An Employee required to sleep overnight at a school camp will be paid an overnight camp allowance in accordance with **subparagraph 13.8(d)(iv)**.

### 16.3 First Aid Allowance

- (a) An Employee who has been trained to render first-aid and who is the current holder of appropriate first aid qualifications, such as a certificate from the St. John Ambulance or similar body, shall be paid the daily or weekly allowance, as the case may be, specified in the **Table 11 - Allowances**, if the Employee is required by an Employer to be able to perform first aid duty.
- (b) An Employee who is required by the Employer from time to time to dispense medication to pupils in accordance with the Employer's medication plan shall be paid an allowance as set out in **Table 11 - Allowances**. Such allowance shall be in addition to the first aid allowance set out in **paragraph 16.3(a)** if such is paid to the Employee.

### 16.4 Health Care Procedures Allowance

- (a) An Employee who is required by the Employer from time to time to perform, or supervise, health care procedures on students of the college will be paid an allowance in accordance with **Table 11 - Allowances**. Provided that if the Employee is employed on a part-time basis, they will instead receive the applicable daily rate set out in that Table.

- (b) All health care procedures will be in accordance with a medical plan developed by the student's treating practitioner and provided to the Employer from the pupil's parent(s)/guardian(s)/caregiver(s). For the purposes of this allowance a health care procedure means any one of the following:
  - (i) Tube feeding - This includes feeding via a gastrostomy or nasogastric tube but does not include tube insertion.
  - (ii) Suctioning - This includes shallow suctioning including removal of secretions from the mouth, nose or around the tracheotomy tube. This does not include tracheotomy tube changes.
  - (iii) Assisted toileting - This includes assisting with self-catheterisation or catheter drainage equipment (urethral or suprapubic) and aerating/emptying a colostomy bag. Provided that Employees will not be required to conduct the insertion of an indwelling urinary catheter.
- (c) This allowance is only paid when:
  - (i) such procedures and/or supervision is required by the Employer; and
  - (ii) the Employee is on duty.
- (d) An Employee who receives this allowance may also be called upon to dispense medication to students or supervise a student who self-administers medication.

#### 16.5 Travel Expenses

- (a) When an Employee, in the course of their duty, is required to go to any place away from their usual place of employment, they shall be paid all reasonable expenses incurred.
- (b) Where an Employee is required to use their motor vehicle by their Employer, unless otherwise agreed, they shall be paid the rate specified in **Table 11 – Allowances**.

#### 16.6 On Call and Recall Allowance

- (a) On Call Allowance

An on call allowance will be paid to an Employee who is required to hold themselves available to be recalled to work. The Employee will be paid an allowance equal to one ordinary hour's pay for each period of up to 24 hours that the Employee is on call.

- (b) Recall Allowance

An Employee recalled to duty at the workplace will be paid a minimum of two hours at the appropriate overtime rate where that duty is not continuous with their ordinary hours of duty. Such minimum payment shall not apply to official school functions where a minimum of seven days' notice of the requirement to attend is given.

# 17. Termination of Employment

## 17.1 Notice of Termination

- (a) The employment of a Full-Time or Part-Time Employee may be terminated by either party by giving notice to the other party as set out in the following table 'Period of Notice'.

### Period of Notice

Years of Continuous Service	Period of Notice
Less than 1 year	1 week minimum
1 year and less than 3 years	2 weeks minimum
3 years and less than 5 years	3 weeks minimum
5 years and over	4 weeks minimum

- (b) In addition to the notice periods set out in **paragraph 17.1(a)** Employees aged over 45 years and who have completed at least two years continuous service with the Employer are entitled to one additional week's notice from the Employer.
- (c) The Employer may make a payment in lieu of notice equivalent to the amount the Employee would have received had they continued until the end of the applicable minimum notice period set out in **paragraph 17.1(a)**.
- (d) If an Employee who is at least 18 years old does not give the period of notice required under **paragraph 17.1(a)**, the Employer may withhold from any amounts payable under this Agreement, an amount that is no more than one week's wages for the Employee. Any such deduction made by the Employer must be in accordance with s.324 of the Act.
- (e) If the employer has agreed to a shorter period of notice than that required under **paragraph 17.1(a)**, then no deduction can be made under **paragraph 17.1(d)**.
- (f) Any deduction made under **paragraph 17.1(d)** must not be unreasonable in the circumstances.
- (g) **Paragraphs 17.1(a) and (b)** shall not affect the right of the Employer to dismiss any Employee without notice for serious misconduct and in such cases, wages shall be paid up to the time of dismissal only.
- (h) The employment of a Casual Employee may be terminated by one hour's notice by either party.

**17.2 Statement of Service**

On the termination of employment, the Employer shall, at the request of the Employee, provide the Employee a statement signed by the Employer stating the period of employment, the Employee's classification and when the employment terminated.

**17.3 Payment on Termination**

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

## 18. Consultation and Redundancy

### 18.1 Application of this clause

This clause shall apply in respect of Full-Time and Part-Time Employees employed under this Agreement. **Subclauses 18.2 and 18.10** only, shall also apply in respect of Casual Employees. Except as varied by this clause, all other provisions relating to redundancy under the Act shall apply.

### 18.2 Consultation regarding major workplace change:

#### (a) Duty to Notify and Discuss

- (i) Where the Employer has made a definite decision to introduce major changes in production, program, organisation, structure or technology that are likely to have significant effects on Employees, the Employer shall notify the Employees who may be affected by the proposed changes and the Union.
- (ii) The Employer shall discuss with the Employees affected and their representative, which may include the union to which they belong, the introduction of such changes, their likely effect on the Employees, and the measures taken to avert or mitigate the adverse effects of such changes.
- (iii) 'Significant effects' include termination of employment, major changes in the composition, operation or size of the Employer's workforce or in the skills required, the elimination or diminution of job opportunities, promotion opportunities or job tenure, the alteration of hours of work, the need for retraining or transfer of Employees to other work or locations and the restructuring of jobs.

#### (b) Discussions before Termination

- (i) 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 may lead to the termination of employment, the Employer shall hold discussions with the Employees directly affected and with their chosen representative, which may include the union to which they belong.
- (ii) The discussions shall take place as soon as is practicable after the Employer has made a definite decision which will invoke **subparagraph 18.2(b)(i)** and shall cover, inter alia, any reasons for the proposed terminations, measures to avoid or minimise the terminations and measures to mitigate any adverse effects of any termination of the Employees concerned.
- (iii) For the purposes of the discussion the Employer shall, as soon as practicable, provide in writing to the Employees concerned and their representative, which may include the union to which they belong, all relevant information about the

proposed terminations including the reasons for the proposed terminations, the number and categories of Employees likely to be affected, and the number of Employees normally employed and the period over which the terminations are likely to be carried out.

Provided that any Employer shall not be required to disclose confidential information the disclosure of which would adversely affect the Employer.

### **18.3 Notice for Change in Production, Program, Organisation or Structure**

- (a) This subclause sets out the notice provisions to be applied to terminations by the Employer for reasons arising from 'production', 'program', 'organisation' or 'structure' in accordance with **paragraph 18.2(a)**.
- (b) In order to terminate the employment of an Employee the Employer shall give to the Employee notice as set out in **paragraphs 17.1(a) and (b)** of this Agreement.
- (c) Payment in lieu of the notice above shall be made if the required notice period is not given. Provided that employment may be terminated by part of the period of notice specified and part payment in lieu thereof.

### **18.4 Notice for Technological Change**

This subclause sets out the notice provisions to be applied to terminations by the Employer for reasons arising from 'technology' in accordance with **paragraph 18.2(a)**.

- (a) In order to terminate the employment of an Employee the Employer shall give to the Employee three months' notice of termination.
- (b) Payment in lieu of the notice above shall be made if the required notice period is not given. Provided that employment may be terminated by part of the period of notice specified and part payment in lieu thereof.
- (c) The period of notice required by **subclauses 18.3 or 18.4** shall be deemed to be service with the Employer for the purposes of the Long Service Leave Act, the Act, or any act amending or replacing either of these acts.

### **18.5 Time Off During the Notice Period**

- (a) 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, to a maximum of five weeks, for the purposes of seeking other employment.
- (b) 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 College, be required to produce proof of attendance at an interview or the Employee shall not receive payment for the time absent.

#### 18.6 Employee Leaving During the Notice Period

Where an Employee is given notice of termination in circumstances of redundancy and the employment of the Employee is terminated (other than for misconduct) before the notice period expires, the Employee 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.

#### 18.7 Centrelink Employment Separation Certificate

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

#### 18.8 Transfer to Lower Paid Duties

Where an Employee is transferred to lower paid duties for reasons set out in **paragraph 18.2(a)**, the Employee shall be entitled to the same period of notice of transfer as the Employee would have been entitled to if the Employee employment had been terminated, and the Employer may at the Employer's option make payment in lieu thereof of an amount equal to the difference between the former ordinary rate of pay and the new ordinary rate of pay for the number of weeks of notice still owing.

#### 18.9 Severance Pay

- (a) Where an Employee is to be terminated pursuant to this clause, subject to further order of the Fair Work Commission, the Employer shall pay the following severance pay in respect of a continuous period of service:
- (i) If an Employee is under 45 years of age, the Employer shall pay in accordance with the following scale:

Years of Service	Under 45 years of age Entitlement
Less than 1 year	Nil
1 year and less than 2 years	4 weeks
2 years and less than 3 years	7 weeks
3 years and less than 4 years	10 weeks
4 years and less than 5 years	12 weeks



Years of Service	Under 45 years of age Entitlement
5 years and less than 6 years	14 weeks
6 years and over	16 weeks

- (ii) If an Employee is 45 years of age or over, the Employer shall pay in accordance with the following scale:

Years of Service	45 years of age and over Entitlement
Less than 1 year	Nil
1 year and less than 2 years	5 weeks
2 years and less than 3 years	8.75 weeks
3 years and less than 4 years	12.5 weeks
4 years and less than 5 years	15 weeks
5 years and less than 6 years	17.5 weeks
6 years and over	20 weeks

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

(b) **Compensation for loss of hours**

Where an Employee accepts a reduction of working hours of six or more hours per fortnight, the Employee will receive compensation for loss of hours. A pro rata payment will be made in accordance with the severance payments set out in **paragraph 18.9(a)**.

(c) **Incapacity to pay**

Subject to an application by the Employer and further order of the Fair Work Commission, an Employer may pay a lesser amount (or no amount) of severance pay than that contained in **paragraph 18.9(a)**. The Fair Work Commission shall have regard to such financial and other resources of the Employer concerned as the Fair Work

Commission thinks relevant, and the probable effect paying the amount of severance pay in **paragraph 18.9(a)** will have on the College.

(d) **Alternative employment**

Subject to an application by the Employer and further order of the Fair Work Commission, an Employer may pay a lesser amount (or no amount) of severance pay than that contained in **paragraph 18.9(a)** if the Employer obtains acceptable alternative employment for an Employee.

**18.10 Consultation about changes to rosters or hours of work**

- (a) Where the Employer proposes to introduce a change to the regular roster or ordinary hours of work of Employees, the Employer must consult with the Employee or Employees affected and their representatives, if any, about the proposed change. If the Employee is a member of the Union, the Employee may appoint the Union to be their representative.
- (b) Employer must:
  - (i) provide to the Employee or Employees affected and their representatives, if any, information about the proposed change (for example, information about the nature of the change to the Employee's regular roster or ordinary hours of work and when that change is proposed to commence);
  - (ii) invite the Employee or Employees affected and their representatives, if any, to give their views about the impact of the proposed change (including any impact in relation to their family or caring responsibilities); and
  - (iii) give prompt and genuine consideration to any views about the impact of the proposed change that are given by the Employee or Employees concerned and/or their representatives.
- (c) The requirement to consult under this subclause does not apply where an Employee has irregular, sporadic or unpredictable working hours.
- (d) These provisions are to be read in conjunction with other provisions within this Agreement concerning the scheduling of work and notice requirements.

## 19. Annual leave and payment on termination

- 19.1 The Act applies, provided that annual leave shall be given and taken, normally, during the summer pupil vacation period.
- 19.2 Notwithstanding the provision of **subclause 19.1**, an Employee, required to work 48 weeks a year (excluding annual leave), may elect with the consent of the Employer, to take annual leave at a time or times agreed between them.
- 19.3 An Employee shall be paid a pro-rata amount for annual leave on termination pursuant to the Act, provided that Employees whose rate of pay has been averaged in accordance with **subclause 9.3**, may also receive an amount calculated in accordance with **subclause 19.4**.
- 19.4 Where an Employee whose employment ceases is paid in accordance with **subclause 9.3**, and the total amount received by the Employee during that school year since the school service date is less than such amount the Employee would have earned if their salary had not been averaged in accordance with **subclause 9.3**, then the Employee shall be paid on termination the difference between the averaged amount paid and such higher amount.
- 19.5 For the purposes of **subclause 19.4** "school service date" means the usual date of commencement of employment at the school at which the Employee is employed in each year.
- 19.6 **Direction to take annual leave**

Where an Employee has accrued more than eight weeks of annual leave, an Employer may direct the Employee to take a period or periods of accrued annual leave, subject to the following conditions:

- (a) Before any direction is given, the Employer must attempt to genuinely reach agreement with the Employee about steps that will be taken to reduce the annual leave balance, including the timing of when a period of leave will be taken;
- (b) The Employer must provide the Employee with at least eight weeks' notice of the date the leave is to commence;
- (c) The direction must not:
  - (i) result in the Employee's remaining accrued entitlement to annual leave at any time being less than six weeks;
  - (ii) require the Employee to take any period of leave of less than one week;
  - (iii) require the Employee to take any period of leave commencing more than 12 months after the day the direction is given to the employee;

- (iv) be inconsistent with any leave arrangement agreed to between the Employer and Employee.
- (d) Prior to directing the Employee to take the period of annual leave, the Employer must take into consideration any relevant personal circumstances raised by the Employee at the time.

The Employee must comply with any direction given in accordance with this subclause.

Note: the NES states that the Employer must not unreasonably refuse to agree to a request by the Employee to take a period of accrued annual leave.

## 20. Annual leave loading

- 20.1 Annual leave loading is payable to an Employee in addition to the pay for the period of annual leave taken by the Employee. Where an Employee is given and takes their annual leave, or, where by agreement between the Employer and Employee the annual leave is given and taken in more than one separate period, then before each of such separate periods, the Employer shall pay their Employee a loading determined in accordance with this clause.
- 20.2 The loading is to be calculated in relation to any period of annual leave taken by an Employee, to which the Employee holds an entitlement.
- 20.3 The loading is the amount payable for the period of annual leave, at the rate 17.5 per cent of the weekly ordinary rate of pay prescribed by this Agreement for the classification in which the Employee was employed immediately before commencing their annual leave, but shall not include any other allowances, penalty rates, shift allowances, overtime or any other payments prescribed by this Agreement.
- 20.4 An Employee shall be paid an annual leave loading where the annual leave is taken wholly or partly in advance during the summer pupil vacation period. The Employee shall be entitled to the fraction of four weeks leave loading as is equal to the number of weeks worked by the Employee in that school year compared to the number of weeks in the year since the school service date.
- 20.5 Where the employment of an Employee is terminated for any reason, and at the time of the termination the Employee has not been given and has not taken the whole of an annual leave to which they are entitled, they shall be paid a loading calculated in accordance with **subclause 20.3** for the period not taken.

## 21. Personal / Carer's Leave

Any Full-Time or Part-Time Employee shall be entitled to paid personal/carer's leave subject to the provisions of this clause.

### 21.1 Entitlement

- (a) An Employee shall be entitled to 10 days of personal/ carer's leave during the first year of service, and 15 days during the second and subsequent years of service on full pay.
- (b) The personal/carer's leave entitlement of a Part-Time Employee shall be in that proportion which the number of hours worked by the Employee in a week bears to a Full-Time Employee.
- (c) If the full period of personal/carer's leave is not taken in any year, the whole or any untaken portion shall be cumulative from year to year. However, no more than 100 days shall be carried forward from one year to the next, in addition to the Employee's personal/carer's leave entitlement for the current year.
- (d) Notwithstanding **paragraph 21.1(c)**, Employees employed at St Edmund's College, Canberra who, as at 10 November 2017, held an accrued personal/carer's leave balance of 100 days or more will carry forward no more than 150 days, from one year to the next, in addition to the Employee's personal/carer's leave entitlement for the current year. Where any such Employee's accrued personal/carer's leave balance falls below 100 days, the provisions of **paragraph 21.1(c)** will, from that time on, apply to the Employee.
- (e) If as a result of the cap in either **paragraph 21.1(c)** or **(d)**, an Employee's entitlement to personal/carer's leave would be less than what the Employee would otherwise be entitled to accrue under the NES, then the entitlement under the Act shall prevail.
- (f) If a public holiday occurs during an Employee's absence on personal/carer's leave, then such a public holiday shall not be counted as personal/carer's leave taken.

### 21.2 Taking of Paid Personal/Carer's Leave

An Employee, other than a Casual Employee, may take paid personal/carer's leave if the leave is taken:

- (a) because the Employee is not fit for work because of a personal illness, or personal injury, or unexpected personal emergency or family and domestic violence affecting the Employee (where the Employee has exhausted their paid family and domestic violence leave); or
- (b) to provide care or support to a member of the Employee's immediate family, or a member of the Employee's household who requires care or support because of:

- (i) a personal illness, or personal injury, affecting the member; or
- (ii) an unexpected emergency affecting the member; or
- (iii) family and domestic violence affecting the Employee.

### 21.3 Notice

- (a) An Employee shall not be entitled to paid personal/carer's leave unless he or she notifies the Principal (or such other person as directed by the Principal) of:
  - (i) their intention to take personal/carer's leave;
  - (ii) the reason for their absence, being a reason specified in **subclause 21.2**; and
  - (iii) the estimated duration of the absence.
- (b) Such notification shall occur as soon as practicable (which may be at any time after the leave has started) but wherever possible it shall be prior to the ordinary commencement time of work at the College on any day or prior to the commencement of the first organised activity at the College in which the Employee is involved on any day, whichever is earlier. However, paid personal/carer's leave shall be available if the Employee took all reasonable steps to notify the Principal in accordance with this subclause or was unable to take such steps.

### 21.4 Evidence

- (a) Where an Employee is absent due to personal illness or personal injury or an unexpected emergency affecting the Employee, the Employer may require the Employee to provide a medical certificate as evidence, or alternatively the Employer may require the Employee to provide any other evidence that would satisfy a reasonable person. Provided however, that no such medical certificate or evidence of personal illness or personal injury shall be required by the Employer for absences of less than three consecutive days, unless the total number of absences without a medical certificate in any school year exceeds four days.

Where an Employee is absent to provide care or support for a member of the Employee's immediate family, or a member of the Employee's household as specified in **paragraph 21.2(b)**, the Employer may require the Employee to:

- (i) establish by either production of a medical certificate or other requested evidence that would satisfy a reasonable person, the fact of illness or injury of the person concerned, and that the illness or injury is such as to require care by another person; or

- (ii) establish by production of documentation acceptable to the College, the nature of the emergency and that such emergency resulted in the person concerned requiring care by the Employee.

#### 21.5 Unpaid Carer's Leave

- (a) An Employee, including a Casual Employee, is entitled to up to two days of unpaid carer's leave for each occasion when a member of the Employee's immediate family, or member of the Employee's household, requires care or support because of:
  - (i) a personal illness, or personal injury, affecting the member; or
  - (ii) an unexpected emergency affecting the member.
- (b) An Employee cannot take unpaid carer's leave under this subclause if the Employee could instead take paid personal/carer's leave.
- (c) An Employee's entitlement to take unpaid carer's leave under this subclause is subject to the Employee meeting the notice requirements as set out in **subclause 21.3**, and the evidence requirements as set out in **subclause 21.4**.
- (d) With the consent of the Employer, an Employee may elect to take unpaid carer's leave for the purposes set out in this subclause in addition to that provided in **subclause 21.2**.
- (e) The Employer must not fail to re-engage a Casual Employee because the Employee accessed the entitlements provided for under this subclause. The rights of the Employer to engage or not to engage a Casual Employee are not otherwise affected.

#### 21.6 Portability

- (a) For the purpose of this sub-clause, "Catholic Diocesan Employer" shall mean the Archdiocese of Canberra and Goulburn.
- (b) A Full-Time or Part-Time Employee who is employed by an Employer under this Agreement on or after 1 July 2008 and was previously employed by an Employer or Catholic Diocesan Employer, shall be entitled to portability of personal/carer's leave in accordance with this subclause.
- (c) Untaken personal/carer's leave which has accrued since 1 July 2008 shall be credited to the Employee as their accrued personal/carer's leave on the commencement of their employment with the Employer.
- (d) For an Employee to be eligible for portability of personal/carer's leave under this subclause, the Employee must satisfy the following criteria:



- (i) the Employee has commenced employment with the Employer six months or two terms, whichever is the greater, since the termination of the Employee's employment with the former Employer or Catholic Diocesan Employer;
  - (ii) the former Employer or Catholic Diocesan Employer shall provide to each Employee, on the termination of the Employee's employment, a completed version of the form set out in **Annexure A – Catholic Schools Intrastate Long Service Leave Portability Arrangement** of this Agreement, and the Employee shall provide the original completed form to the new Employer within four weeks of the commencement of employment.
- (e) The maximum personal/carer's leave portable pursuant to this sub-clause shall be 100 days.

## 22. Leave to deal with Family and Domestic Violence

22.1 Leave to deal with family and domestic violence is provided for in accordance with the NES.

This clause applies to all employees, including casuals.

### 22.2 Definitions

(a) In this clause:

**“family and domestic violence”** means violent, threatening or other abusive behaviour by a family member of an Employee, a member of an Employee’s household, or a current or former intimate partner of the Employee that seeks to coerce or control the Employee and that causes them harm or to be fearful.

**“family member”** means:

a spouse, de facto partner, child, parent, grandparent, grandchild or sibling of the Employee; or

a child, parent, grandparent, grandchild or sibling of a spouse or de facto partner of the Employee; or

a person related to the Employee according to Aboriginal or Torres Strait Islander kinship rules.

(b) A reference to a spouse or de facto partner in the definition of family member in **paragraph 22.2(a)** includes a former spouse or de facto partner.

### 22.3 Entitlement to paid family and domestic violenceleave

An Employee is entitled to 10 days’ paid leave to deal with family and domestic violence, as follows:

(i) the leave is available in full at the start of each 12-month period of the Employee’s employment; and

(ii) the leave does not accumulate from year to year; and

(iii) is available in full to Part-Time and Casual Employees.

**Note 1:** A period of leave to deal with family and domestic violence may be less than a day by agreement between the Employee and the Employer.

### 22.4 Taking paid family and domestic violenceleave

An Employee may take paid leave to deal with family and domestic violence if the Employee:

- (i) is experiencing family and domestic violence; and
- (ii) needs to do something to deal with the impact of the family and domestic violence and it is impractical for the Employee to do that thing outside their ordinary hours of work.

**Note:** The reasons for which an Employee may take leave include making arrangements for their safety or the safety of a family member (including relocation), attending urgent court hearings, or accessing police services.

## 22.5 Notice and evidence requirements

### (a) Notice

An Employee must give their Employer notice of the taking of leave to deal with family and domestic violence. The notice:

- (i) must be given to the Employer as soon as practicable (which may be a time after the leave has started); and
- (ii) must advise the Employer of the period, or expected period, of the leave.

### (b) Evidence

An Employee who has given their employer notice of the taking of leave to deal with family and domestic violence must, if required by the Employer, give the Employer evidence that would satisfy a reasonable person that the leave is taken for the purpose specified in **subclause 22.4**.

**Note:** Depending on the circumstances such evidence may include a document issued by the police service, a court or a family violence support service, or a statutory declaration.

## 22.6 Confidentiality

- (a) Employers must take steps to ensure information concerning any notice or evidence an Employee has provided under **subclause 22.6** is treated confidentially, as far as it is reasonably practicable to do so.
- (b) Nothing in this **clause 22** prevents an Employer from dealing with information provided by an Employee doing so is required by an Australian law or is necessary to protect the life, health or safety of the Employee or another person.

**Note:** Information concerning an Employee's experience of family and domestic violence is sensitive and if mishandled can have adverse consequences for the employee. Employers should consult with such Employees regarding the handling of this information.

## 22.7 Compliance

An Employee is not entitled to take leave under this **clause 22** unless the employee complies with this **clause 22**.

## 23. Parental Leave

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

### 23.1 Paid parental leave

- (a) An Employee who has an entitlement to parental leave under the Act, and shall be the primary person responsible for the care of the child from the child's date of birth (being birth-related leave under the Act) or, in the case of adoption (being adoption-related leave under the Act) from the child's date of placement with the Employee, and who applies and takes parental leave for a period of 14 weeks or longer from the Employer, shall be entitled to paid parental leave in accordance with this subclause.
- (b) Paid parental leave shall be paid for 14 weeks at the rate of salary the Employee would have received, if the Employee had not taken parental leave. However, where the Employee receives an unaveraged rate of pay in accordance with **subclause 9.2** and is stood down without pay during non-term time, the period of paid parental leave will be inclusive of non-term time, and will be paid at the Employee's unaveraged weekly rate of pay normally received during term time.
- (c) If the period of parental leave granted to the Employee is for less than 14 weeks then the period of paid parental leave shall be for such lesser period. This period shall be inclusive of non-term periods falling within the 14 weeks, other than where an Employee works up until the last day of a term in which case the parental leave shall be deemed to commence from the first day of the following school term. For the purpose of this subclause, non-term periods shall not include a period of four weeks of annual leave to which the Employee is entitled.
- (d) The Employee may elect to be paid during the period of paid leave in **paragraphs 23.1(b) and (c)** either in accordance with the usual Employer payment schedule or as a lump sum payment in advance.
- (e) The parties understand that unpaid parental leave will not be counted as service for the purposes of this Agreement and any other statutory entitlement. A maximum period of 14 weeks will be counted as service where payment is made in accordance with **paragraphs 23.1(b) and (c)**.
- (f) Where an Employee applies for a lump sum payment in advance under **paragraph 23.1(d)**, the Employee shall give the Employer at least one month's notice of intention.
- (g) If a female Employee has commenced paid parental leave and subsequently the Employee's pregnancy results in a miscarriage or a still birth, the Employee shall be entitled to retain payment in accordance with this subclause equivalent to salary for the period of parental leave taken by the Employee.

- (h) Paid parental leave shall commence no earlier than one term prior to the expected date of birth or, in the case of adoption, from the date of the child's placement with the Employee for adoption.
- (i) The Employer may deduct payment for any absence of the Employee (to which the Employee, but for this clause, would have been entitled under **Clause 21 – Personal/Carer's Leave**) in the period four calendar weeks prior to the expected date of birth from the payment of paid parental leave to which the Employee is entitled pursuant to this clause.
- (j) Non-term weeks within the period of paid parental leave shall be deemed to be non-term weeks worked by the Employee for the purpose of **Clause 19 – Annual Leave and Payment on Termination**.
- (k) An Employee on paid parental leave in accordance with this clause will not be employed as a Casual Employee by the Employer during such paid leave.
- (l) Where an Employee gives birth to a child whilst on unpaid leave (other than parental leave in relation to the birth of the same child) the Employee will be entitled to parental leave in accordance with the Act. However, the Employee will not be entitled to an additional 14-week payment in accordance with **paragraphs 23.1(b) and (c)**.

Note: The Employer is of the view that parental leave should preferably commence on the day following the last teaching day of a term and conclude on the day preceding the first teaching day of a term. In order to facilitate this practice, the Employer is prepared to extend the period of parental leave beyond the maximum entitlement of the Act, should the Employee agree to return from parental leave at the commencement of the term immediately following the maximum period to be afforded by the Act.

### 23.2 Paid parental leave (not primary caregiver)

- (a) Where an Employee has an entitlement to and takes parental leave under the Act but is not the primary person responsible for the care of the child, the Employee shall be entitled to paid parental leave in accordance with this subclause.
- (b) An Employee shall be entitled to one day's leave with pay on the date of their child's birth, or on the day on which their child or the primary person responsible for the care of the child leaves hospital following the child's birth, or in the case of adoption, the date of the child's placement.
- (c) In addition to the entitlement in **paragraph 23.2(b)**, an Employee shall be entitled, subject to this subclause, to take paid parental leave in one continuous period not exceeding two weeks. Such leave shall be deducted from, and shall not exceed, the Employee's entitlement to paid personal/carer's leave in **Clause 21 - Personal/Carer's Leave**.

- (d) The Employee shall be entitled to take such parental leave in the four weeks before the date or expected date of the birth of the child and not later than four weeks after the birth of the child, provided that the Employer may, in exceptional circumstances, request the Employee to take leave at a time outside the period specified in this paragraph. If the Employee chooses to agree to the Employer's request, such agreement shall be recorded in writing. Where the Employee does not agree, the leave shall be taken in accordance with this paragraph. In the case of adoption-related leave, unless otherwise agreed by the Employer, an Employee's entitlement to take paid parental leave cannot start earlier than the date of the child's placement.
- (e) The entitlement to paid parental leave in **paragraphs 23.2(b) and (c)** is inclusive of, and not in addition to, the Employee's entitlement to take unpaid concurrent leave in accordance with the Act.
- (f) The Employee must give a minimum of four weeks' written notice of the dates on which the Employee proposes to start and end the period of paid parental leave. The proposed dates may be varied by further written notice, subject to the provisions of **paragraph 23.2(d)**.

### 23.3 **Casual Employees**

The Employer shall not fail to re-engage an eligible Casual Employee because:

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

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

### 23.4 **Communication during parental leave**

- (a) Where an Employee is on parental leave and a definite decision has been made to introduce significant change at the workplace, the Employer shall take reasonable steps to:
  - (i) make information available in relation to any significant effect the change will have on the status or responsibility level of the position the Employee held before commencing parental leave; and
  - (ii) 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.
- (b) 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.

- (c) 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 **paragraph 23.4(a)**.

### 23.5 **Right to request extension of parental leave**

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



## 24. Long Service Leave

24.1 Except in so far as expressly varied by the provisions of this clause, the provisions of the Long Service Leave Act shall apply to Employees employed under this Agreement.

### **DARAMALAN COLLEGE AND MARIST COLLEGE, CANBERRA**

24.2 From 1 February 2002, the long service leave accrual rate for Employees employed under this Agreement shall be:

- (a) 1.3 weeks per year up to 10 years of service; and
- (b) 2.0 weeks per year after 10 years of service.

24.3 For service prior to 1 February 2002, accrual of long service leave is as follows:

#### **Clerical Officers and Classroom & Learning Support (formerly School Assistants)**

Service prior to 27 June 1996	The amount calculated on the basis of the Long Service Leave Act or the amount calculated on the basis of the arrangements operating in the school for the period prior to 27 June 1996, whichever is the greater
Service from 27 June 1996 to 1 February 2000	1.3 weeks per year of service
Service from 1 February 2000 to 1 February 2002	1.3 weeks per year up to 10 years of service 1.9 weeks per year after 10 years of service

**School Operational Services (Building Maintenance, Grounds Maintenance, Cleaners, Caretakers, Canteen & Shop Staff, Janitors, Kitchen Staff and Bus Drivers)**

Service prior to 2 February 1999	The amount calculated on the basis of the Long Service Leave Act or the amount calculated on the basis of the arrangements operating in the school for the period prior to 2 February 1999; whichever is the greater
Service from 2 February 1999 to 1 February 2002	1.3 weeks per year of service

**ST EDMUND'S COLLEGE, CANBERRA**

24.4 The amount of long service leave to which staff employed by the Employer under this Agreement shall accrue shall be:

**Clerical Officers and Classroom & Learning Support (formerly School Assistants)**

Service prior to 1 July 2005	1.3 weeks per year of service
Service on and from 1 July 2005	1.3 weeks per year up to 10 years of service 2.0 weeks per year after 10 years of service

**School Operational Services (Building Maintenance, Grounds Maintenance, Cleaners, Caretakers, Canteen & Shop Staff, Janitors, Kitchen Staff and Bus Drivers)**

Service prior to 1 February 2002	1.3 weeks per year of service
Service on and from 1 February 2002	1.3 weeks per year up to 10 years of service 2.0 weeks per year after 10 years of service

24.5 Where an Employee has completed at least five years' service with an Employer, and the service of the Employee is terminated or ceases for any reason, such Employee shall be entitled to the pro rata proportion of long service leave calculated to the last completed month of service.

24.6 **Payment in Lieu**

- (a) Where an Employee has an entitlement to long service leave and takes long service leave for a minimum of one month, the Employee and the Employer may agree that, in addition to payment for the long service leave to be taken, the Employee be paid an amount in lieu of any additional long service leave accumulated by the Employee. Provided however the Employee can only “cash out” leave in excess of the entitlement pursuant to the *Long Service Leave Act 1976* (ACT).
- (b) Any payment in **paragraph 24.6(a)** will be paid by the College upon the commencement of the Employee’s long service leave.
- (c) Where a payment in lieu of long service leave is paid by the College in accordance with this subclause, an Employee’s entitlement to long service leave will be reduced by the extent of such payment.

**24.7 Superannuation contribution**

On termination or where a payment is made in accordance with **sub-clause 24.6**, the superannuation contribution in accordance with **Clause 11 - Superannuation**, of this Agreement shall be calculated to include any outstanding long service leave entitlement.

**24.8 Public Holidays Occurring During Long Service Leave**

Long service leave shall be exclusive of public holidays occurring during such leave.

**24.9 Long Service Leave in Short Blocks**

The College, at its discretion, may permit Employees to take long service leave in periods which are less than four weeks, provided that:

- (a) the needs of the College are taken into account;
- (b) professional obligations are taken into account.

**24.10 Portability of Long Service Leave**

Eligible Employees are entitled to portability of long service leave according to **Annexure A - Catholic Schools Intrastate Long Service Leave Portability Arrangement**.

## 25. Other leave

### 25.1 Bereavement Leave

- (a) A Full-Time or Part-Time Employee shall on the death of an immediate family or household member of the Employee be entitled to paid leave up to and including the day of the funeral of such person. Such leave shall not exceed three school days. An Employee may be required to provide the Employer with satisfactory evidence of such death.
- (b) Where an Employee takes bereavement leave in accordance with **paragraph 25.1(a)** the Employer may grant the Employee additional leave as leave without pay or leave with pay.
- (c) Where an Employee requests leave to attend a funeral for a person not specified in **paragraph 25.1(a)**, the Employer, at its discretion, may grant the Employee leave as leave without pay or leave with pay.
- (d) Where the Employer grants an Employee leave with pay in accordance with **paragraphs 25.1(b) or (c)** such leave will be deducted from the Employee's entitlement to personal/carer's leave in accordance with **Clause 21 - Personal/Carer's Leave**.
- (e) Bereavement leave may be taken in conjunction with other leave available under **Clause 21 - Personal/Carer's leave**. In determining such a request, the Employer will give consideration to the circumstances of the Employee and the reasonable operational requirements of the Employer.

### 25.2 Compassionate Leave at other Times

- (a) A Full-Time or Part-Time Employee shall be entitled to paid compassionate leave in accordance with and subject to the terms of the Act.
- (b) The entitlement to paid compassionate leave is two days per occasion when:
  - (i) a member of the Employee's immediate family or a member of the Employee's household contracts or develops a personal illness that poses a serious threat to his or her life, or sustains a personal injury that poses a serious threat to his or her life;
  - (ii) a child is stillborn, where the child would have been a member of the Employee's immediate family, or a member of the Employee's household, if the child had been born alive;
  - (iii) the Employee, or the Employee's spouse or de facto partner, has a miscarriage.
- (c) An Employee may be required to provide the Employer with satisfactory evidence as the Employer may reasonably require of such illness or injury.

### 25.3 **Bereavement and Compassionate Leave for Casual Employees**

- (a) Casual Employees are entitled to unpaid bereavement leave in circumstances set out **in subclause 25.1**, and unpaid compassionate leave in circumstances as set out in **subclause 25.2**. A Casual Employee must notify the Employer as soon as practicable of their intention to access these entitlements and may be required to provide the Employer with satisfactory evidence of circumstances to be entitled to take unpaid bereavement leave or unpaid compassionate leave.
- (b) The Employer and the Employee shall agree on the period for which the Employee will be entitled to not be available to attend work. In the absence of agreement, the Employee is entitled to not be available to attend work for up to 48 hours (i.e. two days) per occasion. The Casual Employee is not entitled to any payment for the period of non-attendance.
- (c) An Employer must not fail to re-engage a Casual Employee because the Employee accessed the entitlements provided for in this subclause. The rights of an Employer to engage or not engage a Casual Employee are otherwise not affected.

### 25.4 **Examination Leave**

- (a) Where an Employee is enrolled for a course of study in a professional development course approved by his or her Employer, he or she will be entitled to attend a scheduled examination without loss of pay, provided that this entitlement does not apply in the case of "take home" type examinations.

### 25.5 **Community Service Leave**

- (a) An Employee (other than a Casual Employee) who is required to attend for jury service during ordinary working hours will be provided with paid leave for this purpose. The Employee will be required to reimburse to the Employer any monies payable to the Employee for such attendance (excluding reimbursement of expenses) which required the Employee's absence from College.
- (b) The Employee must notify the Employer as soon as possible of the date upon which he or she is required to attend for jury service. The Employee must provide to the Employer a copy of the summons to attend jury duty and a record of payments received as proof of attendance.
- (c) An Employee's entitlement to Community Service Leave under the Act is otherwise unaffected.

## 26. Public Holidays

- 26.1 For the purposes of this Agreement, public holidays are as defined in the Act and include public holidays defined in the *Holidays Act 1958* (ACT).
- 26.2 An additional day's holiday shall be observed on the next weekday after Boxing Day.
- 26.3 Full-Time and Part-Time Employees shall be entitled to the above holidays without loss of pay, provided that an Employee shall only be paid for such holidays that occur on days the Employee is normally or regularly rostered to work their ordinary hours.
- 26.4 All time worked on a public holiday as specified in **subclause 26.1** shall be paid for at the rate of double time and one-half the ordinary rate of pay with a minimum payment of three hours.

## 27. Other miscellaneous conditions

### 27.1 Meal Facilities

Employees shall be supplied with facilities for making beverages and heating food.

### 27.2 Accommodation for Meals

Employers shall allow Employees to partake of their meals or tea breaks in a suitable place protected from the weather and every such Employee shall leave such place in a thoroughly clean condition.

### 27.3 Uniforms and Protective Clothing

Where Employees are required to use chemicals or other injurious materials, they shall be supplied with appropriate protective clothing such as overalls or laboratory coats, serviceable rubber gloves, and protective goggles free of charge.

Protective clothing, uniforms, or rubber gloves supplied pursuant to this Agreement shall remain the property of the Employer and shall be returned upon termination of employment.

Where the Employer requires the Employee to wear a uniform then the uniform shall be supplied at no expense to the Employee and shall be replaced as often as required to take account of fair wear and tear.

### 27.4 Dressing Accommodation

Where it is necessary or customary for Employees to change their dress or uniform, suitable dressing rooms and dressing accommodation and individual lockable lockers shall be provided.

### 27.5 First Aid Kit

A first-aid kit shall be supplied and readily available to all Employees.

### 27.6 Supplies

All materials, equipment, etc., required for cleaning purposes shall be supplied by the Employer.

27.7 Classroom & Learning Support staff who work regularly in a laboratory using chemicals on a regular basis and/or continuous basis, may request an annual medical check-up at the Employer's expense.

**27.8 Work Health and Safety**

- (a) Arrangements will be put in place to ensure, so far as is reasonably practicable, the safety of Employees engaged in out-of-school-hours work.
- (b) A Work Health and Safety Committee shall be established and include Employee representatives who are elected by their colleagues.
- (c) WHS representatives are entitled to accredited training.

**27.9 Interviews**

All Employees have a right to be advised in advance of the purpose of any interview relevant to a complaint or alleged serious performance problem and the names and positions of persons who will be attending the interview, the right to be advised of an entitlement to be accompanied by a colleague of the Employee's choice and sufficient notice of the proposed meeting time to allow such witness to attend.



## 28. Union Representatives

- 28.1 The Employer shall permit the Union representative in the College to post notices relating to the holding of meetings on a common room notice board and/or College intranet.
- 28.2 Meetings of Union members who are employed at the College may be held on College premises at times and places reasonably convenient to both the Employer and such members.
- 28.3 The Union representative in the College shall be permitted in working hours to meet the Employer or the Principal on Union business. Such meeting shall occur at a time and place convenient to both parties.
- 28.4 For the purposes of this clause “Union representative” refers to an Employee nominated by Union members at the College to be their workplace delegate.

## 29. Dispute resolution procedure

- 29.1 The objective of these procedures is the avoidance and resolution of industrial disputation, arising under this Agreement and the NES, by measures based on consultation, cooperation and negotiation.
- 29.2 Subject to the provisions of the Act, disputes in relation to matters under this Agreement and the NES shall be dealt with in the following manner:

### **Step 1**

In the first instance the parties must make a reasonable attempt to resolve the dispute at the workplace by discussions between the staff concerned and the Principal or nominee of the Principal.

### **Step 2**

Should the matter not be resolved at Step 1, then it may be referred by either party to the FWC, or any other person agreed between the parties, for conciliation, provided the party that refers the matter to the FWC has complied with their obligations in Step 1.

During conciliation, the FWC may:

- (a) arrange conferences of the parties or their representatives at which the FWC is present; and
- (b) require the attendance of the parties or their representatives; and
- (c) arrange for the parties or their representatives to confer among themselves at conferences at which the FWC is not present; and
- (d) if requested by the parties, make non-binding recommendations about particular aspects of a matter about which they are unable to reach agreement.

### **Step 3**

If the FWC is unable to resolve the dispute by conciliation, the FWC may then, on application by either party:

- (a) arbitrate the dispute; and
- (b) make a determination that is binding on the parties.

Provided, however, that the party who has initiated the application to the FWC under Step 3 has complied with their own obligations under Step 1 and Step 2.

Note: If the FWC arbitrates the dispute it may also use the powers that are available to it under the Act. A decision the FWC makes when arbitrating a dispute is a decision for the

purposes of Div 3 of Part 5-1 of the Act. Therefore, an appeal may be made against the decision.

- 29.3 The College or the staff member may appoint another person, organisation or association to accompany and/or represent them for the purpose of this clause. Where the staff member appoints the Union, the Union shall be party to the dispute.
- 29.4 An Employee who is party to a dispute must, while the dispute is being resolved:
- (a) continue to work in accordance with his or her contract of employment, unless the Employee has a reasonable concern about an imminent risk to his or her health and safety; and
  - (b) comply with any reasonable direction given by the Employer to perform available work, either at the same workplace or at another workplace. If the Employer exercises its right to direct an Employee to perform other available work, the College must have regard to:
    - (i) the provisions (if any) of the law of the Commonwealth or Territory dealing with work health and safety that apply to that Employee or that other work; and
    - (ii) whether that work is appropriate for the Employee to perform.

## 30. Copy of Agreement

The Employer must ensure Employees covered by this Agreement are able to access a copy of the Agreement if they wish. The Employer may provide access to this Agreement in either electronic or hard copy form.

## Table 1 - Monetary rates – Clerical Officers

The following minimum rates shall take effect from the beginning of the first full pay period to commence on or after the following dates:

Step	1 April 2023	1 April 2024
	(4%) \$pa	(2%) \$pa
Level 1		
1	\$65,536	\$66,847
2	\$67,443	\$68,792
3	\$69,348	\$70,735
4	\$71,252	\$72,677
Level 2		
1	\$73,136	\$74,599
2	\$74,985	\$76,485
3	\$76,863	\$78,400
4	\$78,717	\$80,291
Level 3		
1	\$80,778	\$82,394
2	\$82,806	\$84,462
3	\$84,839	\$86,536
4	\$86,971	\$88,710

Step	1 April 2023	1 April 2024
	(4%) \$pa	(2%) \$pa
Level 4		
1	\$88,867	\$90,644
2	\$90,776	\$92,592
3	\$92,681	\$94,535
4	\$94,584	\$96,476
Level 5		
1	\$96,279	\$98,205
2	\$98,404	\$100,372
3	\$100,303	\$102,309
4	\$102,207	\$104,251

Table 2 - Monetary rates – Classroom & learning support

The following minimum rates shall take effect from the beginning of the first full pay period to commence on or after the following dates:

Step	1 April 2023	1 April 2024
	(4%) \$pa	(2%) \$pa
Level 1		
1	\$67,978	\$69,338
2	\$69,235	\$70,620

Step	1 April 2023	1 April 2024
	(4%) \$pa	(2%) \$pa
3	\$70,492	\$71,902
4	\$71,748	\$73,183
Level 2		
1	\$74,540	\$76,031
2	\$76,601	\$78,133
3	\$78,657	\$80,230
4	\$80,715	\$82,329
Level 3		
1	\$81,034	\$82,655
2	\$81,890	\$83,528
3	\$84,026	\$85,707
4	\$86,092	\$87,814
Level 4		
1	\$89,964	\$91,763
2	\$91,896	\$93,734
3	\$93,825	\$95,702
4	\$95,751	\$97,666

Table 3 - Monetary rates – Building maintenance

The following minimum rates shall take effect from the beginning of the first full pay period to commence on or after the following dates:

Step	1 April 2023	1 April 2024
	(4%) \$pa	(2%) \$pa
Level 2		
1	\$57,104	\$58,246
2	\$58,346	\$59,513
3	\$59,588	\$60,780
4	\$60,603	\$61,815
Level 3		
1	\$61,168	\$62,391
2	\$61,958	\$63,197
3	\$62,296	\$63,542
4	\$63,087	\$64,349
Level 4		
1	\$64,101	\$65,383
2	\$65,230	\$66,535
3	\$66,359	\$67,686
4	\$67,601	\$68,953



Step	1 April 2023	1 April 2024
	(4%) \$pa	(2%) \$pa
Level 6		
1	\$74,065	\$75,546
2	\$75,891	\$77,409
3	\$77,713	\$79,267
4	\$79,534	\$81,125

Table 4 - Monetary rates – Grounds maintenance

The following minimum rates shall take effect from the beginning of the first full pay period to commence on or after the following dates:

Step	1 April 2023	1 April 2024
	(4%) \$pa	(2%) \$pa
Level 1		
1	\$52,478	\$53,528
2	\$53,719	\$54,793
3	\$54,961	\$56,060
4	\$56,203	\$57,327
Level 2		
1	\$57,104	\$58,246
2	\$58,346	\$59,513

Step	1 April 2023	1 April 2024
	(4%) \$pa	(2%) \$pa
3	\$59,588	\$60,780
4	\$60,603	\$61,815
Level 3		
1	\$61,168	\$62,391
2	\$61,958	\$63,197
3	\$62,296	\$63,542
4	\$63,087	\$64,349
Level 4		
1	\$64,101	\$65,383
2	\$65,230	\$66,535
3	\$66,359	\$67,686
4	\$67,601	\$68,953
Level 5		
1	\$69,181	\$70,565
2	\$70,422	\$71,830
3	\$71,663	\$73,096
4	\$72,904	\$74,362

Table 5 - Monetary rates – Cleaning staff

The following minimum rates shall take effect from the beginning of the first full pay period to commence on or after the following dates:

<b>Step</b>	<b>1 April 2023 (4%) \$pa</b>	<b>1 April 2024 (2%) \$pa</b>
Level 1		
1	\$46,136	\$47,059
2	\$47,836	\$48,793
3	\$49,583	\$50,575
4	\$49,898	\$50,896
Level 2		
1	\$51,153	\$52,176
2	\$52,408	\$53,456
3	\$53,661	\$54,734
4	\$54,917	\$56,015
Level 4		
1	\$61,186	\$62,410
2	\$62,438	\$63,687
3	\$63,693	\$64,967
4	\$64,946	\$66,245
Level 5		
1	\$66,767	\$68,102
2	\$68,593	\$69,965
3	\$70,416	\$71,824
4	\$72,244	\$73,689

Table 6 - Monetary rates – Kitchen staff

The following minimum rates shall take effect from the beginning of the first full pay period to commence on or after the following dates:

Step	1 April 2023	1 April 2024
	(4%) \$pa	(2%) \$pa
Level 1		
1	\$46,136	\$47,059
2	\$47,836	\$48,793
3	\$49,583	\$50,575
4	\$49,898	\$50,896
Level 2		
1	\$51,153	\$52,176
2	\$52,408	\$53,456
3	\$53,661	\$54,734
4	\$54,917	\$56,015
Level 3		
1	\$56,175	\$57,299
2	\$57,424	\$58,572
3	\$58,676	\$59,850
4	\$59,881	\$61,079

Step	1 April 2023	1 April 2024
	(4%) \$pa	(2%) \$pa
Level 4		
1	\$61,186	\$62,410
2	\$62,438	\$63,687
3	\$63,693	\$64,967
4	\$64,946	\$66,245
Level 5		
1	\$66,767	\$68,102
2	\$68,593	\$69,965
3	\$70,416	\$71,824
4	\$72,244	\$73,689

Table 7 - Monetary rates – Janitor

The following minimum rates shall take effect from the beginning of the first full pay period to commence on or after the following dates:

Step	1 April 2023	1 April 2024
	(4%) \$pa	(2%) \$pa
Level 2		
1	\$51,153	\$52,176
2	\$52,408	\$53,456

Step	1 April 2023 (4%) \$pa	1 April 2024 (2%) \$pa
3	\$53,661	\$54,734
4	\$54,917	\$56,015
Level 3		
1	\$56,175	\$57,299
2	\$57,424	\$58,572
3	\$58,676	\$59,850
4	\$59,881	\$61,079

Table 8 - Monetary rates – Canteen and Shop staff

The following minimum rates shall take effect from the beginning of the first full pay period to commence on or after the following dates:

Step	1 April 2023 (4%) \$pa	1 April 2024 (2%) \$pa
Level 1		
1	\$52,478	\$53,528
2	\$54,171	\$55,254
3	\$55,751	\$56,866
4	\$56,653	\$57,786
Level 2		

Step	1 April 2023 (4%) \$pa	1 April 2024 (2%) \$pa
1	\$63,876	\$65,154
2	\$65,117	\$66,419
3	\$66,359	\$67,686
4	\$67,601	\$68,953
Level 3		
1	\$67,713	\$69,067
2	\$67,939	\$69,298
3	\$68,165	\$69,528
4	\$68,504	\$69,874

Table 9 - Monetary rates – Caretaker

The following minimum rates shall take effect from the beginning of the first full pay period to commence on or after the following dates:

Step	1 April 2023	1 April 2024
	(4%) \$pa	(2%) \$pa
Level 5		
1	\$66,767	\$68,102
2	\$68,593	\$69,965
3	\$70,416	\$71,824
4	\$72,244	\$73,689

Table 10 - Monetary rates – Bus Drivers

The following minimum rates shall take effect from the beginning of the first full pay period to commence on or after the following dates:

Step	1 April 2023	1 April 2024
	(4%) \$pa	(2%) \$pa
Level 4		
1	\$61,186	\$62,410
2	\$62,438	\$63,687
3	\$63,693	\$64,967
4	\$64,946	\$66,245



Table 11 - Monetary rates – Allowances

The following minimum rates shall take effect from the beginning of the first full pay period to commence on or after the following dates:

TYPE OF ALLOWANCE	RATE	
	1 April 2023	1 April 2024
Overnight Camp Allowance	\$55.69	\$56.80
First Aid Allowance		
Per day	\$4.34	\$4.43
Per week	\$21.76	\$22.20
Healthcare Allowance		
Per day	\$4.54	\$4.63
Per week	\$22.68	\$23.13
Medication Allowance		
Per day	\$3.50	\$3.57
Per week	\$13.18	\$13.44
	From the commencement date of the Agreement	
Meal Allowance	\$18.23	
Private Motor Vehicle Allowance per km	\$0.96	

## Annexure A

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### Catholic Schools Intrastate Long Service Leave Portability Arrangement

#### 1. Application

THIS ANNEXURE WILL APPLY TO:

- (a) The Employers listed in **clause 6**; and
- (b) Any person employed in a Catholic school listed in **clause 6** or in a Catholic school, Catholic Education Office or Catholic Schools Office operated by an Employer listed in clause 6:
  - (i) whose employment is terminated with an employer; and
  - (ii) who is subsequently employed by a new employer after 28 January 2005; and
  - (iii) who qualifies to transfer his/her long service leave entitlement from one employer to another employer under this Arrangement or the former industrial instrument the Catholic Schools Long Service Leave Portability (State) Agreement as made by NSW Industrial Relations Commission on 17 December 2004 and gazette in NSW Industrial Gazette Vol 350. Pg.1140.

## 2. Objective

The principal object of this Annexure is to provide for the portability of Long Service Leave to employees engaged in Catholic Education Offices, Catholic Schools Offices, together with employees employed in schools of the organisations listed in **Clause 6** under defined employment circumstances, (“continuous” service). Service will be deemed to be continuous when an employee terminates employment with a participating employer and shortly thereafter commences employment with another participating Employer.

## 3. Definitions

For the purpose of this annexure:

- (a) **‘Employer’** means any Catholic Systemic School or Catholic Independent School listed in **clause 6** to this Annexure.
- (b) **‘Former Employer’** means any Employer listed in clause 6 to this Annexure on the day of an employee’s last termination of employment.
- (c) **‘New Employer’** means any Employer listed in **clause 6** to this Annexure immediately following an employee’s last termination of employment.
- (d) **‘Service’** means service as an adult within the terms of the Long Service Leave Act, or the *Long Service Leave Act 1955* (NSW) (if applicable), as applicable as at the date of this Agreement.
- (e) **‘Employee’** means any person employed in a Catholic school listed in clause 6 or in a Catholic school, Catholic Education Office or Catholic Schools Office operated by an

Employer listed in **Clause 6** of this Annexure and who is eligible to be enrolled as a member of the Union.

- (f) ‘**Union**’ means the Independent Education Union of Australia.

#### 4. **Long Service Leave Portability**

4.1. Entitlement to Long Service Leave will be in accordance with the provisions of the Long Service Leave Act, or the *Long Service Leave Act 1955* (NSW) (if applicable), and any applicable enterprise agreement and any enterprise agreement (including any amendments or replacements of the legislation or industrial instruments) that applies to any Employer.

4.2. Continuous service with an Employer as at the operative date of this Agreement, will be recognised by another Employer for the purpose of this Annexure provided that:

- (a) The Employee has completed an initial qualifying period (the “Initial Qualifying Period”) of:

- (i) at least one year of continuous service with a participating employer listed in **clause 7** of this Annexure; or
- (ii) at least five years of continuous service with a participating employer listed in **clause 8** of this Annexure.

- (b) An Employee will only be entitled to the portability of his or her long service leave where he or she commences employment with a new employer and no more than the equivalent of two full school terms have elapsed between ceasing employment with the Former Employer and commencing employment with a New Employer.

- (c) Service prior to the Initial Qualifying Period will not be counted for the purpose of calculating long service leave entitlements in accordance with **paragraph 4.2(a)**.

4.3 Notwithstanding an Employee may have taken all or part of their accrued long service leave with their Former Employer or may have been paid out on termination all or part of their long service leave by their Former Employer, the Employee’s period of continuous service with the Former Employer will be recognised by the New Employer for the purposes of calculating any entitlement to long service leave.

4.4 Prior service will be recognised by the New Employer on the understanding that the Employee is not entitled to take or be paid long service leave which they have already taken or been paid by their Former Employer.

4.5 Notwithstanding the provisions of **subclause 4.2**, where the Former Employer has a different rate of accumulation of long service leave to the New Employer, the following will occur:

- (a) Service with the Former Employer will be recognised as service with the New Employer; and

- (b) The accrued entitlement to long service leave recognised by the New Employer will be that which the Employee had accrued at the date of ceasing employment with the Former Employer.

## 5. Administrative Arrangements

- 5.1 Upon notification of termination the Employer will provide eligible employees with the following documentation:
  - (a) Prescribed form as set out in Part One of this Annexure;
  - (b) Information sheet as set out in Part Three of this Annexure;
  - (c) Details of the employee's long service leave entitlements (refer **paragraphs 5.4(a) to 5.4(f)** below); and
  - (d) An employee who is eligible to an entitlement to long service leave and/or has completed an initial qualifying period and terminates his/her services with an employer and accepts a position as an employee with a new employer, may elect to make an application in accordance with this clause.
- 5.2 The employee will make an application in accordance with this Annexure in the prescribed form as specified in Part One of this Annexure and submit it to the New Employer within 14 days of commencing duties as an employee with the new employer.
- 5.3 The new Employer will forward the completed application to the Former Employer.
- 5.4 On receipt of an application, the Former Employer will advise the New Employer of the following details in relation to the applicant:
  - (a) The period of service with the Former Employer;
  - (b) Details of other periods of service with any other employer (the details of which will be supplied by the employee to the Former Employer);
  - (c) Details of the calculation of the monetary entitlement which is to be made in recognition of continuous service (including the ordinary rate of pay with the Former Employer);
  - (d) The date of termination of employment;
  - (e) Details of past long service leave taken by the employee; and
  - (f) The number of weeks long service leave accumulated by the employee on termination and the employee's full-time equivalent load on termination.
- 5.5 The Former Employer will remit within three months of the termination of employment of the employee as specified in **paragraph 5.4(d)**, the value of the monetary entitlement as specified in **paragraph 5.4(c)** to the New Employer.

5.6 The Former Employer will advise the New Employer and the employee when the transfer has been affected.

**6. Parties to the annexure**

The Catholic Diocesan System Authority of:

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

Catholic Independent Schools:

The John Berne School, Lewisham	St Charbel's College Punchbowl
Dunlea Centre , Engadine (formerly Boys' Town)	
Brigidine College, St Ives	St Dominic's College, Penrith
Chevalier College, Bowral	St. Edward's College, Gosford
Christian Brothers High School, Lewisham	St. Edmund's College Canberra
Daramalan College, Dickson, ACT	St. Edmund's School, Wairoonga
Edmund Rice College, Wollongong	St. Gabriel's School, Castle Hill
Holy Saviour School, Greenacre	St. Gregory's College, Campbelltown
Kincoppal-Rose Bay School of the Sacred Heart	St. Joseph's College, Hunters Hill
Marist College, Canberra	St. Lucy's School, Wairoonga
Mater Dei School, Camden	St. Maroun's School, Dulwich Hill
Monte Sant' Angelo Mercy College, North Sydney	St Mary Star of the Sea College, Wollongong
	St Paul's International College, Moss Vale
Mount St Joseph High School, Milperra	St. Patrick's College, Strathfield
Oakhill College, Castle Hill	St. Patrick's College, Campbelltown

Maronite College of the Holy Family, Parramatta	St. Pius X College, Chatswood
Our Lady of Mercy College, Parramatta	St. Scholastica's College, Glebe Point
Red Bend Catholic College, Forbes	St. Stanislaus' College, Bathurst
Bathurst Rosebank College, Five Dock	St Vincent's College, Potts Point
Santa Sabina College, Strathfield	Trinity Catholic College, Lismore
Stella Maris College, Manly	St Augustine's College, Brookvale
St Mary's Flexible Learning Centre, St Mary's	Pambula Beach Flexible Learning Centre, Pambula Beach
St Laurence Flexible Learning Centre, Broadmeadow	Wollongong Flexible Learning Centre, Towradji

## 7. One year qualifying period

The Catholic Diocesan System Authority of:

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

Catholic Independent Schools:

The John Berne School, Lewisham	
Dunlea Centre, Engadine (formerly Boys' Town)*	St. Dominic's College, Penrith
Brigidine College, St Ives	St. Edward's College, Gosford
Chevalier College, Bowral	St. Edmund's College, Canberra
Christian Brothers High School, Lewisham	St. Edmund's School, Wahroonga
Daramalan College, Dickson, ACT	St. Gabriel's School, Castle Hill
Edmund Rice College, Wollongong	St. Gregory's College, Campbelltown
Holy Saviour School, Greenacre	St. Joseph's College, Hunters Hill

Kincoppal-Rose Bay School of the Sacred Heart	St. Lucy's School, Wahroonga
Marist College, Canberra	St. Mary Star of the Sea College, Wollongong
Mater Dei School, Camden	St. Maroun's School, Dulwich Hill
Mount St. Benedict College, Pennant Hills	St Paul's International College, Moss Vale
	St. Patrick's College, Strathfield
Oakhill College, Castle Hill	St. Patrick's College, Campbelltown
Maronite College of the Holy Family, Parramatta	St. Pius X College, Chatswood
Our Lady of Mercy College, Parramatta	St. Scholastica's College, Glebe Point
Rosebank College, Five Dock	St. Stanislaus' College, Bathurst
Santa Sabina College, Strathfield	St Vincent's College, Potts Point
Stella Maris College, Manly	Trinity Catholic College, Lismore
Trinity Catholic College, Lismore	St. Augustine's College, Brookvale
Waverley College, Waverley	St Charbel's College, Punchbowl
St Mary's Flexible Learning Centre, St Mary's	Pambula Beach Flexible Learning Centre, Pambula Beach
St Laurence Flexible Learning Centre, Broadmeadow	Wollongong Flexible Learning Centre, Towradji

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

#### 8. Five Year Qualifying Period

Catholic Independent Schools

Monte Sant' Angelo Mercy College, North Sydney	Red Bend Catholic College, Forbes
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#### 9. Agreement and Application to Transfer Long Service Leave

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

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



**PART ONE (TO BE COMPLETED BY THE EMPLOYEE)**

1. I, \_\_\_\_\_ was until / / 20  
employed at \_\_\_\_\_ School/College  
by \_\_\_\_\_ (Former Employer).
2. As from / / 20 I have been/will be employed by  
\_\_\_\_\_  
(New Employer)  
at \_\_\_\_\_ School/College.
3. I apply for portability of Long Service Leave entitlements and recognition of eligible service in accordance with the Catholic Schools Intrastate Long Service Leave Portability Arrangement.
4. I agree that all amounts of leave which may be due to me pursuant to the Long Service Leave Act, or the *Long Service Leave Act 1955* (NSW) (if applicable), the Annexure or any enterprise agreement may be remitted to my New Employer and I AUTHORISE AND DIRECT my Former Employer to remit such amounts to my New Employer.
5. In consideration of the payment of the said amount to the New Employer:
  - (a) I RELEASE AND DISCHARGE my Former Employer from all actions, claims, proceedings and demands of whatsoever nature arising from any amounts which my Former Employer would have been required to pay me under the Long Service Leave Act, or the *Long Service Leave Act 1955* (NSW) (if applicable), the Annexure/Enterprise Agreement or any enterprise agreement but for this agreement and I indemnify and agree to keep indemnified my Former Employer from all such actions, claims, proceedings or demands.
  - (b) I AGREE that no long service leave will be given to me or payment made in lieu thereof until such time as I become entitled to the said leave or payment by virtue of the provisions of the Long Service Leave Act, or the *Long Service Leave Act 1955* (NSW) (if applicable), the Annexure/Enterprise Agreement or any enterprise agreement or the Catholic Schools Intrastate Long Service Leave Portability Annexure or as agreed between the New Employer and myself.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 20

Signed \_\_\_\_\_

Address \_\_\_\_\_

**PART TWO (TO BE COMPLETED BY THE NEW EMPLOYER)**

I, \_\_\_\_\_

for and on behalf of

\_\_\_\_\_

with full authority to act on behalf of the New Employer in this regard, in consideration of the employee agreeing to employment by the New Employer and in consideration of the payment to the New Employer of the Long Service Leave payments in respect of the New Employee do AGREE and UNDERTAKE to give to the New Employee any Long Service Leave (or payments in lieu of Long Service Leave), which he/she may be entitled under the Long Service Leave Act, or the *Long Service Leave Act 1955* (NSW) (if applicable), this Agreement or any enterprise agreement and the agreement, notwithstanding that the New Employer may no longer be a party to the agreement at the time such leave or payment becomes due.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 20

For and on Behalf of the New Employer

## **PART THREE EMPLOYEE INFORMATION SHEET**

### **Employee information sheet**

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

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

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

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

- (i) Application to transfer long service leave entitlements; and
- (ii) Details of long service leave entitlements.

An employee is required to apply for the transfer of long service leave entitlement and for the recognition of eligible service by completing the form which is attached (Part One of the Annexure) and providing it to their new employer within 14 days of the commencement of their duties.

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

# Annexure B – National Training Wage

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## Definitions

### B.1.1 In this schedule:

**adult trainee** means a trainee who would qualify for the highest minimum wage in wage level A, B or C if covered by that wage level.

**approved training**, in relation to a trainee, means the training specified in the training contract of the trainee.

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

**relevant Ministers** means the Commonwealth, State and Territory Ministers responsible for vocational education and training.

**relevant State or Territory training authority** means a body in the relevant State or Territory that has power to approve traineeships, and to register training contracts, under the relevant State or Territory vocational education and training legislation.

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

- *Apprenticeship and Traineeship Act 2001* (NSW);
- *Education and Training Reform Act 2006* (Vic);
- *Training and Skills Development Act 2008* (SA);
- *Training and Skills Development Act 2016* (NT);
- *Training and Tertiary Education Act 2003* (ACT);
- *Training and Workforce Development Act 2013* (Tas);
- *Vocational Education and Training Act 1996* (WA);
- *Further Education and Training Act 2014* (Qld).

**trainee** means an employee undertaking a traineeship under a training contract.

**traineeship** means a system of training that:

- (g) has been approved by the relevant State or Territory training authority; and
- (h) meets the requirements of a training package developed by the relevant Skills Service Organisation and endorsed by the Australian Industry and Skills Committee; and
- (i) leads to an AQF certificate level qualification.

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

**training package** means the competency standards and associated assessment guidelines for an AQF certificate level qualification that have been endorsed for an industry or enterprise by the Australian Industry and Skills Committee and placed on the National Training Information Service with the approval of the relevant Ministers, and includes any relevant replacement training package.

**wage level A, B or C**, see clause B.4.

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

**B.1.2** A reference in this schedule to **out of school** refers only to periods out of school beyond Year 10 as at 1 January in each year and is taken to:

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

## **B.2 Coverage**

**B.2.1** Subject to clauses B.2.2 to B.2.5, this schedule applies to an employee covered by this Agreement who is undertaking a traineeship and whose training package and AQF certificate level are allocated to a wage level by clause B.6 or by clause B.4.4.

**B.2.2** This schedule only applies to AQF Certificate Level IV traineeships for which a relevant AQF Certificate Level III traineeship is listed in clause B.6.

**B.2.3** This schedule does not apply to:

- (a) the apprenticeship system; or
- (b) qualifications not identified in training packages; or
- (c) qualifications in training packages that are not identified as appropriate for a traineeship.

**B.2.4** If this schedule is inconsistent with other provisions of this Agreement relating to traineeships, the other provisions prevail.

**B.2.5** This schedule ceases to apply to an employee at the end of the traineeship.

## **B.3 Types of traineeship**

The following types of traineeship are available:

- B.3.1** A full-time traineeship based on 38 ordinary hours per week, with 20% of those hours being approved training;
- B.3.2** A part-time traineeship based on fewer than 38 ordinary hours per week, with 20% of those hours being approved training provided:
  - (a) wholly on the job; or
  - (b) partly on the job and partly off the job; or
  - (c) wholly off the job.

**B.4 Minimum rates**

**B.4.1 Minimum weekly rates for full-time traineeships**

- (a) Wage Level A

The minimum rate for a full-time trainee undertaking an AQF Certificate Level I–III traineeship whose training package and AQF certificate levels are allocated to wage level A by clause B.6.1 is the weekly rate specified in Column 2 of Table 1—Wage level A minimum weekly rate for full-time trainees (AQF Certificate Level I–III traineeship) according to the highest year of schooling completed by the trainee specified in that column and the experience level of the trainee specified in Column 1.

**Table 1—Wage level A minimum weekly rate for full-time trainees (AQF Certificate Level I–III traineeship)**

Column 1 Experience level of trainee	Column 2 Highest year of schooling completed		
	Year 10	Year 11	Year 12
	per week	per week	per week
School leaver	\$384.30	\$423.10	\$503.30
Plus 1 year out of school	\$423.10	\$503.30	\$585.70
Plus 2 years out of school	\$503.30	\$585.70	\$681.60
Plus 3 years out of school	\$585.70	\$681.60	\$780.40
Plus 4 years out of school	\$681.60	\$780.40	

Column 1 Experience level of trainee	Column 2 Highest year of schooling completed		
Plus 5 or more years out of school	\$780.40		

NOTE: See clause B.4.3 for other minimum wage provisions that affect this paragraph.

(b) Wage Level B

The minimum rate for a full-time trainee undertaking an AQF Certificate Level I–III traineeship whose training package and AQF certificate levels are allocated to wage level B by clause B or by clause B is the weekly rate specified in Column 2 of Table 2—Wage level B minimum weekly rate for full-time trainees (AQF Certificate Level I–III traineeship) according to the highest year of schooling completed by the trainee specified in that column and the experience level of the trainee specified in Column 1.

**Table 2—Wage level B minimum weekly rate for full-time trainees (AQF Certificate Level I–III traineeship)**

Column 1 Experience level of trainee	Column 2 Highest year of schooling completed		
	Year 10	Year 11	Year 12
	per week	per week	per week
School leaver	\$384.30	\$423.10	\$490.50
Plus 1 year out of school	\$423.10	\$490.50	\$564.20
Plus 2 years out of school	\$490.50	\$564.20	\$661.80
Plus 3 years out of school	\$564.20	\$661.80	\$754.70
Plus 4 years out of school	\$661.80	\$754.70	
Plus 5 or more years out of school	\$754.70		

NOTE: See clause B4.3 for other minimum wage provisions that affect this paragraph.

(c) Wage Level C

The minimum rate for a full-time trainee undertaking an AQF Certificate Level I–III traineeship whose training package and AQF certificate levels are allocated to wage level C by clause B.6.1 is the weekly rate specified in Column 2 of [Table 3—Wage level C minimum weekly rate for full-time trainees \(AQF Certificate Level I–III traineeship\)](#) according to the highest year of schooling completed by the trainee specified in that column and the experience level of the trainee specified in Column 1.

**Table 3—Wage level C minimum weekly rate for full-time trainees (AQF Certificate Level I–III traineeship)**

Column 1 Experience level of trainee	Column 2 Highest year of schooling completed		
	Year 10	Year 11	Year 12
	per week	per week	per week
School leaver	\$384.30	\$423.10	\$490.50
Plus 1 year out of school	\$423.10	\$490.50	\$554.70
Plus 2 years out of school	\$490.50	\$554.70	\$619.70
Plus 3 years out of school	\$554.70	\$619.70	\$690.20
Plus 4 years out of school	\$619.70	\$690.20	
Plus 5 or more years out of school	\$690.20		

NOTE: See clause B.4.3 for other minimum wage provisions that affect this paragraph.

- (d) AQF Certificate Level IV traineeships
- (i) The minimum rate for a full-time trainee undertaking an AQF Certificate Level IV traineeship is the minimum rate for the relevant full-time AQF Certificate Level III traineeship increased by 3.8%.
  - (ii) The minimum rate for a full-time adult trainee undertaking an AQF Certificate Level IV traineeship is the weekly rate specified in Column 2 or 3 of Table 4—Minimum weekly rate for full-time adult trainees (AQF Certificate Level IV traineeship), according to the year of the traineeship specified in those columns and the relevant wage level for the relevant AQF Certificate Level III traineeship specified in Column 1.



**Table 4—Minimum weekly rate for full-time adult trainees (AQF Certificate Level IV traineeship)**

Column 1 Wage level	Column 2 First year of traineeship	Column 3 Second and subsequent years of traineeship
	per week	per week
A	\$810.00	\$840.80
B	\$783.40	\$813.20
C	\$716.50	\$743.60

NOTE: See clause B.4.3 for other minimum wage provisions that affect this paragraph.

**B.4.2 Minimum hourly rates for part-time traineeships**

(a) **Wage Level A**

The minimum hourly rate for a part-time trainee undertaking an AQF Certificate Level I–III traineeship whose training package and AQF certificate levels are allocated to wage level A by clause B.6.1 is the hourly rate specified in Column 2 of [Table 5—Wage level A minimum hourly rate for part-time trainees \(AQF Certificate Level I–III traineeship\)](#) according to the highest year of schooling completed by the trainee specified in that column and the experience level of the trainee specified in Column 1.

**Table 5—Wage level A minimum hourly rate for part-time trainees (AQF Certificate Level I–III traineeship)**

Column 1 Experience level of trainee	Column 2 Highest year of schooling completed		
	Year 10	Year 11	Year 12
	per hour	per hour	per hour
School leaver	\$12.64	\$13.92	\$16.55
Plus 1 year out of school	\$13.92	\$16.55	\$19.27
Plus 2 years out of school	\$16.55	\$19.27	\$22.42
Plus 3 years out of school	\$19.27	\$22.42	\$25.68
Plus 4 years out of school	\$22.42	\$25.68	
Plus 5 or more years out of school	\$25.68		

NOTE: See paragraph (f) for calculating the actual minimum wage. See also clause B.4.3 for other minimum wage provisions that affect this paragraph.

**(b) Wage Level B**

The minimum hourly rate for a part-time trainee undertaking an AQF Certificate Level I–III traineeship whose training package and AQF certificate levels are allocated to wage level B by clause B.6.2 or by clause B.4.4 is the hourly rate specified in Column 2 of [Table 6—Wage level B minimum hourly rate for part-time trainees \(AQF Certificate Level I–III traineeship\)](#) according to the highest year of schooling completed by the trainee specified in that column and the experience level of the trainee specified in Column 1.

**Table 6—Wage level B minimum hourly rate for part-time trainees (AQF Certificate Level I–III traineeship)**

Column 1 Experience level of trainee	Column 2 Highest year of schooling completed		
	Year 10	Year 11	Year 12
	per hour	per hour	per hour
School leaver	\$12.64	\$13.92	\$16.14
Plus 1 year out of school	\$13.92	\$16.14	\$18.56
Plus 2 years out of school	\$16.14	\$18.56	\$21.77
Plus 3 years out of school	\$18.56	\$21.77	\$24.83
Plus 4 years out of school	\$21.77	\$24.83	
Plus 5 or more years out of school	\$24.83		

NOTE: See paragraph (f) for calculating the actual minimum wage. See also clause B.4.3 for other minimum wage provisions that affect this paragraph.

(c) **Wage Level C**

The minimum hourly rate for a part-time trainee undertaking an AQF Certificate Level I–III traineeship whose training package and AQF certificate levels are allocated to wage level C by clause B.6.3 is the hourly rate specified in Column 2 of Table 7— Wage level C minimum hourly rate for part-time trainees (AQF Certificate Level I–III traineeship) according to the highest year of schooling completed by the trainee specified in that column and the experience level of the trainee specified in Column 1.

**Table 7—Wage level C minimum hourly rate for part-time trainees (AQF Certificate Level I–III traineeship)**

Column 1 Experience level of trainee	Column 2 Highest year of schooling completed		
	Year 10	Year 11	Year 12
	per hour	per hour	per hour

Column 1 Experience level of trainee	Column 2 Highest year of schooling completed		
	School leaver	\$12.64	\$13.92
Plus 1 year out of school	\$13.92	\$16.14	\$18.24
Plus 2 years out of school	\$16.14	\$18.24	\$20.39
Plus 3 years out of school	\$18.24	\$20.39	\$22.70
Plus 4 years out of school	\$20.39	\$22.70	
Plus 5 or more years out of school	\$22.70		

NOTE: See paragraph (f) for calculating the actual minimum wage. See also clause B.4.3 for other minimum wage provisions that affect this paragraph.

(d) **School-based traineeships**

The minimum hourly rate for a part-time trainee who works ordinary hours and is undertaking a school-based AQF Certificate Level I–III traineeship whose training package and AQF certificate levels are allocated to wage levels A, B or C by clause B.6 or by clause B.4.4 is the hourly rate in Column 1 or 2 of Table 8— Minimum hourly rate for part-time trainees (school-based AQF Certificate Level I–III traineeship) according to the year of schooling of the trainee.

**Table 8—Minimum hourly rate for part-time trainees (school-based AQF Certificate Level I–III traineeship)**

Column 1 Year 11 or lower	Column 2 Year 12
per hour	per hour
\$12.64	\$13.92

NOTE: See paragraph (f) for calculating the actual minimum wage. See also clause B.4.3 for other minimum wage provisions that affect this paragraph.

(e) **AQF Certificate Level IV traineeships**

- (i) The minimum hourly rate for a part-time trainee undertaking an AQF Certificate Level IV traineeship is the minimum hourly rate for the relevant part-time AQF Certificate Level III traineeship increased by 3.8%.
- (ii) The minimum hourly rate for a part-time adult trainee undertaking an AQF Certificate Level IV traineeship is the hourly rate in Column 2 or 3 of Table 9—Minimum hourly rate for part-time adult trainees (AQF Certificate Level IV traineeship)
- (iii) according to the year of the traineeship specified in those columns and the relevant wage level for the relevant AQF Certificate Level III traineeship specified in Column 1.

**Table 9—Minimum hourly rate for part-time adult trainees (AQF Certificate Level IV traineeship)**

Column 1 Wage level	Column 2 First year of traineeship	Column 3 Second and subsequent years of traineeship
	per hour	per hour
A	\$26.65	\$27.65
B	\$25.77	\$26.75
C	\$23.57	\$24.46

NOTE: See paragraph (f) for calculating the actual minimum wage. See also clause B.4.3 for other minimum wage provisions that affect this paragraph.

**(f) Calculating the actual minimum wage**

- (i) If fewer than 38 (or an average of 38) ordinary hours of work per week is considered full-time at the workplace by the employer, the appropriate minimum hourly rate for a part-time trainee is obtained by multiplying the relevant minimum hourly rate in clauses B.4.2(a) to (e) by 38 and then dividing the figure obtained by the full-time ordinary hours of work per week.
- (ii) If the approved training for a part-time traineeship is provided wholly off-the-job by a registered training organisation, for example at school or at TAFE, the relevant minimum hourly rate in clauses B.4.2(a) to (e) applies to each ordinary hour worked by the trainee.
- (iii) If the approved training for a part-time traineeship is undertaken solely on-the-job or partly on-the-job and partly off-the-job, the relevant minimum hourly rate

in clauses B.4.2(a) to (e) minus 20% applies to each ordinary hour worked by the trainee.

#### B.4.3 Other minimum wage provisions

- (a) Clause B.4.3 applies despite anything to the contrary in clause B.4.4 or B.3.2.
- (b) An employee who was employed by an employer immediately before becoming a trainee with that employer must not suffer a reduction in their minimum rate of pay because of becoming a trainee.
- (c) For the purpose of determining whether a trainee has suffered a reduction as mentioned in paragraph (b), casual loadings are to be disregarded.
- (d) If a qualification is converted from an AQF Certificate Level II to an AQF Certificate Level III traineeship, or from an AQF Certificate Level III to an AQF Certificate Level IV traineeship, then the trainee must be paid the next highest minimum wage provided in this schedule, if a higher minimum wage is provided for the new AQF certificate level.

#### B.4.4 Default wage rate

The minimum wage for a trainee undertaking an AQF Certificate Level I–III traineeship whose training package and AQF certificate level are not allocated to a wage level by clause B.6 is the relevant minimum wage under this schedule for a trainee undertaking an AQF Certificate to Level I–III traineeship whose training package and AQF certificate level are allocated to wage level B.

#### B.5 Employment conditions

- B.5.1** A trainee undertaking a school-based traineeship may agree to be paid an additional loading of 25% on all ordinary hours worked instead of being paid annual leave, paid personal/carer's leave, paid compassionate leave and paid absence on public holidays. However, if the trainee works on a public holiday, the public holiday provisions of this Agreement apply.
- B.5.2** A trainee is entitled to be released from work without loss of pay and without loss of continuity of employment to attend any training and assessment specified in, or associated with, the training contract.
- B.5.3** Time spent by a trainee, other than a trainee undertaking a school-based traineeship, in attending any training and assessment specified in, or associated with, the training contract is to be regarded as time worked for the employer for the purposes of calculating the trainee's wages and determining the trainee's employment conditions.
- B.5.4** The time to be included for the purpose of calculating the wages for part time trainees whose approved training is wholly off-the-job is determined by clauses B.4.2(f)(ii) and (iii) and not by clause B.5.3.

**B.5.5** Subject to clause B.2.4, this Agreement applies to a trainee in the same way that it applies to an employee who is not a trainee except as otherwise expressly provided by this schedule.

**B.6 Allocation of traineeships to wage levels**

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

**B.6.1 Wage Level A**

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

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

### B.6.2 Wage Level B

Training package	AQF certificate level
Animal Care and Management	I, II, III
Asset Maintenance	I, II, III
Australian Meat Industry	I, II, III
Automotive Industry Manufacturing	II, III
Automotive Industry Retail, Service and Repair	I, II, III
Beauty	II
Caravan Industry	II, III



Training package	AQF certificate level
Civil Construction	I
Community Recreation Industry	III
Entertainment	I, II, III
Extractive Industries	II, III
Fitness Industry	III
Floristry	II
Food Processing Industry	I, II
Forest and Forest Products Industry	I, II, III
Furnishing	I, II, III
Gas Industry	I, II
Golf Clubs and Facilities	II, III
Health	II, III
Local Government (Operational Works)	I, II
Manufactured Mineral Products	I, II
Metal and Engineering (Production)	II, III
Outdoor Recreation Industry	I, II, III
Plastics, Rubber and Cablemaking	II
Printing and Graphic Arts	II, III
Property Services	I, II, III
Public Safety	I, II
Pulp and Paper Manufacturing Industries	I, II
Retail Services	I, II
Screen and Media	I, II, III
Sport Industry	II, III
Sugar Milling	I, II, III
Textiles, Clothing and Footwear	I, II
Transport and Logistics	I, II

Training package	AQF certificate level
Visual Arts, Craft and Design	I, II, III
Water Industry	I, II

### B.6.3 Wage Level C

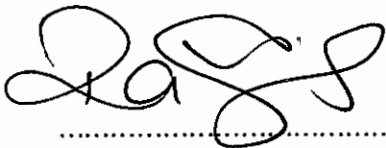
Training package	AQF certificate level
Agriculture, Horticulture and Conservation and Land Management	I, II, III
Funeral Services	I, II, III
Music	I, II, III
Racing Industry	I, II, III
Rural Production	I, II, III
Seafood Industry	I, II, III

# Signatories to the Agreement

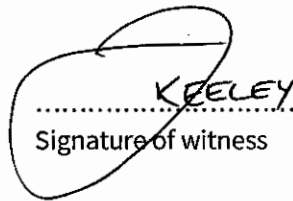
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**EXECUTED** as an agreement

**SIGNED** for and on behalf of **Daramalan College** by an authorised officer in the presence of



.....  
Signature of authorised officer



.....  
Signature of witness

Rachel Davies Principal

.....  
Name/title/address of authorised officer

James Keeley

.....  
Name of witness

Daramalan College  
Cowper St.  
Dickson ACT 2602

SIGNED for and on behalf of Marist Schools Australia Limited trading as Marist College Canberra by an authorised officer in the presence of

*M. Hutchison*

.....  
Signature of authorised officer

*[Handwritten Signature]*

.....  
Signature of witness

Matthew Hutchison  
Headmaster

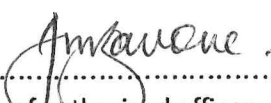
27 Marr Street  
PEARCE ACT 2607

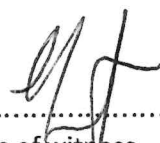
.....  
Name/title/address of authorised officer

*CHRISTINE WHITE*

.....  
Name of witness

SIGNED for and on behalf of Edmund Rice Education Australia Colleges Ltd trading as St Edmund's College, Canberra by an authorised officer in the presence of

  
.....  
Signature of authorised officer

  
.....  
Signature of witness

Principal, St Edmund's College  
.....  
Name/title/address of authorised officer

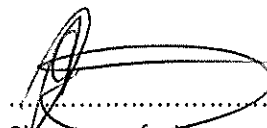
110 Canberra Avenue  
Griffith, ACT, 2603

IAN GARRITY  
.....  
Name of witness

SIGNED for and on behalf of the Independent Education Union of Australia, as a representative of employees by an authorised officer in the presence of



.....  
Signature of authorised officer



.....  
Signature of witness

**Carol Matthews**  
**485 - 501 Wattle Street**  
**Ultimo NSW 2007**  
.....  
Name/title/address of authorised officer

**DEBORAH WESTON**  
.....  
Name of witness

NSW/ACT Branch Secretary, IEUJA

THE FAIR WORK COMMISSION

FWC Matter No.: AG2024/435 - Application for approval of the Support Staff (Daramalan College, Marist College Canberra, and St Edmund's College Canberra) Multi-Enterprise Agreement 2024

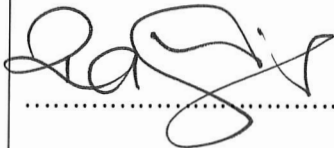
**Section 185 - Application for approval of a multi-enterprise agreement**

**Undertaking - Section 190**

The Employers covered by the Support Staff (Daramalan College, Marist College Canberra, and St Edmund's College Canberra) Multi-Enterprise Agreement 2024, undertake:

1. Where, but for this Agreement, employees classified Kitchen Staff - Level 1 and Cleaning Staff - Level 1 would be entitled to a meal allowance under clause 19.3(a) and/or a uniform/protective clothing allowance under clause 19.3(c), of the Educational Services (Schools) General Staff Award 2020, such employees will be paid the allowance at the rate prescribed in the Educational Services (Schools) General Staff Award 2020 at the time the allowance is payable.

SIGNED for and on behalf of Daramalan College by an authorised officer in the presence of



Signature of authorised officer

**Rachel Davies, Principal  
Daramalan College  
Cowper Street, Dickson ACT 2602**

Name/title/address of authorised officer



Signature of witness

CHERYL HAMILL

Name of witness

SIGNED for and on behalf of Marist Schools Australia Limited trading as Marist College Canberra by an authorised officer in the presence of

*M. Hutchison*



.....  
Signature of authorised officer

.....  
Signature of witness

**Matthew Hutchison, Headmaster  
Marist College Canberra  
27 Marr Street, Pearce ACT 2607**

*Christine White*

.....  
Name/title/address of authorised officer

.....  
Name of witness

SIGNED for and on behalf of Edmund Rice Education Australia Colleges Ltd trading as St Edmund's College, Canberra by an authorised officer in the presence of

.....  
Signature of authorised officer

.....  
Signature of witness

**Joe Zavone, Principal  
St Edmund's College  
110 Canberra Ave, Griffith ACT 2603**

.....  
Name/title/address of authorised officer

.....  
Name of witness



SIGNED for and on behalf of Marist Schools Australia Limited trading as Marist College Canberra by an authorised officer in the presence of

.....

.....

Signature of authorised officer

Signature of witness

**Matthew Hutchison, Headmaster  
Marist College Canberra  
27 Marr Street, Pearce ACT 2607**

.....

.....

Name/title/address of authorised officer

Name of witness

SIGNED for and on behalf of Edmund Rice Education Australia Colleges Ltd trading as St Edmund's College, Canberra by an authorised officer in the presence of

.....

.....

Signature of authorised officer

Signature of witness

**Joe Zavone, Principal  
St Edmund's College  
110 Canberra Ave, Griffith ACT 2603**

.....

.....

Name/title/address of authorised officer

Name of witness

**IAN GARRITY**