Catholic Schools Broken Bay Enterprise Agreement 2023

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3.1 TERM

This Agreement will come into effect seven (7) days after approval by the Fair Work Commission (commencement date) and remains in force until 31 December 2024

3.2 TOWARDS 2025 STRATEGY

(a) Catholic Schools Broken Bay ('CSBB') Vision is to provide Authentic professional Catholic education, delivered with care and compassion.

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(e) in the case of a full-time maintenance and outdoor Employee engaged to work a 19 day month (or other agreed arrangement) under clause 12 ('Implementation of 38 hour week') of the Maintenance and Outdoor Staff (Catholic Schools) Enterprise Agreement 2011, cease to be engaged according to these arrangements, unless agreed to in writing by the General Employee and Employer.

In this Agreement:

‘Act’ means the Fair Work Act 2009 (Cth) as amended or replaced from time to time.

‘this Agreement’ means the Catholic Schools Broken Bay Enterprise Agreement 2023.

‘AITSL” means the Australian Institute for Teaching and School Leadership

‘Aud

the Employer. Any additional terms of the agreement (such as the length of the term of the agreement and the scheduling of the time that the Teacher is not required to teach) will be included.

‘previous agreement’ means the NSW and ACT Catholic Systemic Schools Enterprise

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‘temporary Teacher’ means a teacher employed to work full-time or part-time for a specified period, which is greater than four school weeks.

‘term day’ means a weekday falling within the designated term time of a given school

5.1 The 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:

(a) the arrangement deals with one or more of the following matters:

(i) arrangements about when work is performed;

(ii) overtime rates;

(iii) allowances;

(iv) leave loading; and

(b) the arrangement meets the genuine needs of the Employer and Employee in relation to one or more of the matters mentioned in paragraph 5.1(a); and

(c) the arrangement is genuinely agreed to by the Employer and Employee.

5.2 The Employer must ensure that the terms of the individual flexibility arrangement:

(a) are about permitted matters under section 172 of the Act; and

(b) are not unlawful terms under section 194 of the Act; and

(c) result in the Employee being better off overall than the Employee would be if no arrangement was made.

5.3 The Employer must ensure that the individual flexibility arrangement:

(a) is in writing; and

(b) includes the name of the Employer and Employee; and

(c) is signed by the Employer and Employee and if the Employee is under 18 years of age, signed by a parent or guardian of the Employee; and

(d) includes details of:

(i) the terms of this Agreement that will be varied by the arrangement; and

(ii) how the arrangement will vary the effect of the terms; and

The Employer will ensure that a copy of this Agreement and the NES are readily accessible to all Employees.

8.1 Catholic Schools Broken Bay strive to be:

(a) truly Catholic in their identity and life;

(b) centres of the new evangelisation;

(c) places where the dignity and potential of every student is recognised and developed;

(d) places where students are formed in the faith and can achieve high levels of ‘Catholic religious literacy’ and practice;

(e) places where the learning outcomes of every student are improved.

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(v) where an ongoing position has not been able to be filled using normal selection criteria and the Teacher has been informed of this in writing prior to the appointment.

(b) Applicants must be advised in writing prior to accepting a position that it is temporary, the expected length of the appointment and the reason why it is temporary, with such reason being one of the reasons specified above.

(c) In the case of subparagraph 11.6(a)(i), the appointment may be for the whole of the period of leave or secondment of the Teacher.

(d) In the case of subparagraphs 11.6(a)(ii) and (iii), the appointment may be for a period of up to two full school years. The Employer, the Union and the Teacher may agree to extend the temporary period of appointment beyond two years. The Union will not withhold its consent unreasonably.

(e) In the case of subparagraph 11.6(a)(iv), the appointment may be for not longer than the end of that .2 (n)1.c 06 (th)-yea exi exrahi]TJ /4.a (a)-3.e apponorp(nore

12.1 A General Employee will be employed as a full-time or part-time General Employee (including as a temporary full-time or part-time General Employee) or as a casual General Employee

12.2 CASUAL CONVERSION

The provisions dealing with offers and requests for casual conversion will apply in accordance with the Act

12.3 ARRANGEMENTS FOR TEMPORARY GENERAL EMPLOYEES ON RECURRING FIXED TERM CONTRACTS FOR A CONTINUOUS PERIOD

(a) This subclause applies to General Employees, other than those employed in the School Operational Services stream.

(b) Where a General Employee has been employed under an unbroken series of fixed term contracts for a continuous period of three years or more for specific purpose programs (including for part of their employment), the Employer is required to offer to convert a proportion of the General Employee's temporary hours to permanent hours. The offer must be made in writing to the General Employee upon the conclusion of three years of continuous eligible service (Offer Date). Provided that, where an offer has previously been made to a General Employee in accordance with this subclause, or the corresponding provisions of a previously applicable agreement, any further offers will only be made in response to a request by an eligible Employee under paragraph 12.3(i).

(c) For the purposes of this subclause, four school terms of employment will be regarded as equivalent to a year of service, and service will be regarded as continuous except where there is a break in service of ten or more term weeks.

(d) In determining the offer of permanent hours to be made, the Employer will calculate the average number of weekly hours the relevant General Employee has worked over the preceding three school years. The General Employee will be offered permanent hours for the equivalent of 65% of the average number of weekly hours for the previous three years, rounded to the nearest hour. The number of hours offered is not required to be more than the average number of hours worked by the General Employee in the third year of the calculation.

(e) The General Employee, to whom an offer is made in accordance with this subclause, may elect to accept or decline the offer. If, after a period of 28 days, no response is received in relation to an offer made in accordance with this subclause, the General Employee will be regarded as having accepted the offer.

(f) To give effect to this subclause, the General Employee will undertake any duties that fall within the Classroom and Learning Support Services stream or School Administrative Services stream in Clause 15 – Classification Structure for General Employees, provided that the General Employee has the skill, competence and training to perform the required duties. Such duties may be within the same school or another school within a reasonable distance and consistent with Employer practices.

(g) Where a General Employee works in excess of the permanent hours offered (and accepted) in paragraphs 12.3(d) and (e), the General Employee will be employed for those additional hours on a temporary basis. The additional hours will not be guaranteed and will not attract overtime payments unless they exceed the ordinary hours for a full-time General Employee as defined in this Agreement.

(h) Where an Employer has, or puts into place, arrangements which are more generous than those provided in this subclause, those arrangements will prevail.

(i) A General Employee, to whom this subclause applies, may subsequently request that the Employer convert their temporary hours to permanent hours in accordance with this subclause (Employee Subsequent Request) within a 28-day period from each three year anniversary of the offer date (Request Period) providing:

(i) the General Employee has continued to be employed continuously for a further three years or more for specific purpose programs (including for part of their employment) from the Offer Date; and

(ii) the request is in writing and given to the Employer within the Request Period.

(d) ‘Conditionally Accredited Teacher Level 1’ means a Teacher who has commenced but not yet completed all the course requirements of an approved initial teacher education program, but not including a Teacher classified as a Conditionally Accredited Teacher Level 2.

(e) ‘Conditionally Accredited Teacher Level 2’ means a Teacher who has

(c) PARENTAL LEAVE

For full-time and part-time Teachers, up to 12 months of a period of parental leave taken in accordance with Clause 53 - Parental Leave and Related Entitlements that commenced on or after 1 January 2020 will be recognised as service for classification progression purposes, provided that:

(i) the period of parental leave recognised for classification progression is

(iii) An Early Childhood Education Centre means an approved centre

14.7 PROFICIENT PENDING

(a) A Teacher who is a Proficient Pending Teacher as defined in paragraph 14.2(g) will be classified as Proficient Pending pursuant to this subclause 14.7 if the Teacher has at least two years' full-time equivalent teaching service in Australia, or at least three years' full-time equivalent teaching service in the case of overseas service. For the purposes of this subclause 14.7, full-time equivalent teaching service shall be calculated in accordance with subclause 14.4

(b) The Teacher will be placed on t

(D) works under close supervision, or in the case of a more experienced General Employee working alone, routine supervision; and

(E) is not required to have formal qualifications or work experience upon engagement.

(ii) Indicative duties

A Level 1 General Employee within this occupational stream is

(d)

- prioritising maintenance tasks and managing work within budget;
- understanding architectural drawings;
- ensuring that all health and safety issues are managed to a high standard;
- understanding and assisting in emergency evacuation procedures;
- managing a school carpentry workshop in a safe manner; and
- working on complex engineering or interconnected electrical circuits and/or exercises high precision trades skills using various materials and/or specialised techniques.

(iii) Examples of positions which typically fall under this level include:

- operating routine office equipment, such as a computer, photocopier, scanner, facsimile, binding machine,

applications, electronic rolls, attendance records, student enrolments, student information and petty cash;

- assisting with basic follow up of WHS issues and implementation of WHS management system, including checking licenses of onsite contractors;
- undertaking reception and general office duties;
- responding to enquiries from students, parents, employees, and the general public;
- assisting with management of the school office;
- providing administrative support to school executive, including arranging appointments, diaries and preparing both confidential and general correspondence;
- word processing of routine correspondence, including internal and external publications, teacher programmes and teaching aids;
- assisting with the preparation of internal and external publications including school websites, newsletters and other media;
- providing assistance in various financial management tasks, including preparation of school budget, school fees, monthly reconciliation of finance accounts and GST reports, annual finance and administration rollover;
- assisting with the coordination of school functions and events;
- providing technical and user support including help desk, software upgrades, virus protection, printing systems desktop/ (ts)]TJser su5DT4
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(c) SCHOOL ADMINISTRATIVE SERVICES LEVEL 5

(i) A School Administrative Services Level 5 position is one where the General Employee ordinarily performs work above and beyond the skills of a Level 4 position, and:

- Examples of positions which typically fall under this level include ICT officer.

(iii) Indicative duties

A Level 6 General Employee within this occupational stream may perform the following indicative duties:

- supervision and management of General Employees at a lower level including overseeing their recruitment, work allocation, professional development, performance appraisal and training;
- responsibility for the secretarial and/or financial administration of the school office;
- preparation of the school budget;
- overseeing the preparation of monthly finance accounts/ GST reports, school fee billing and payment and recovery of school fees, and managing cash management accounts;
- supervising the operations of the school office and other administrative activities, in the area of enrolment, equipment and statistical returns;
- providing executive support to senior staff and associated school committees;
- providing advice requiring knowledge of policies and/or

- making recommendations regarding school ICT issues, practices and opportunities; and
- developing and review of school ICT policies and procedures

(iv) Examples of positions which typically fall under this level include: senior school secretary, executive assistant, financial secretary (however named), Principal's secretary and ICT senior officer.

15.5 CLASSROOM AND LEARNING SUPPORT SERVICES STREAM

An Employee engaged in the Classroom and Learning Support Services Stream will be classified at one of the following levels:

(a) CLASSROOM AND LEARNING SUPPORT SERVICES LEVEL 3

(i) A Classroom and Learning Support Services Level 3 position is intended to be a role with a limited scope of duties which does not constitute the work of a Classroom and Learning Support Services Level 4 position. A Classroom and Learning Support Services Leg

- checking books in and out; and
- unpacking, checking and sorting of gear.

(iii) Examples of positions which typically fall under this level include: School Aide.

(b) CLASSROOM AND LEARNING SUPPORT SERVICES LEVEL 4

(i) A Classroom and Learning Support Services Level 4 position is one where the Geneei (T)3.at4 (er)-1.7 (e th)4 (e G)0.5(e G)355 Td (-)Tj (-1

- preparing simple chemical solutions and, under instruction, more complicated solutions;
- developing and using appropriate storage systems, including for dangerous and toxic substances consistent with material safety data sheets;
- specialised care of flora and fauna;
- assisting in the training of other Classroom and Learning Support Services Level 3 and 4 General Employees;
- interpreting for non-English-speaking students and Teachers, and interpreting within the school community (bi-lingual aides only); and
- assisting a Teacher to take a group of students for duties of a non-teaching nature involving skills in a language other than English (bi-lingual aides only).

(iii) Examples of positions which typically fall under this level include: school assistant, school support officer, learning support officer, Aboriginal education officer, home school liaison officer, integration aide, food technology assistant, art assistant, TAS assistant, music assistant, agriculture assistant, laboratory assistant, library/audio-visual assistant, book room assistant, bi-lingual aides and Teachers' aides.

(c) CLASSROOM AND LEARNING SUPPORT SERVICES LEVEL 5

(i) A Classroom and Learning Support Services Level 5 position is one where the General Employee ordinarily performs work above and beyond the skills of a Level 4 position, and:

(A) possesses knowledge of workplace procedures/ practices required by the Employer including a detailed knowledge of complex procedures relevant to the position;

(B) has responsibility for their own work, and where appropriate, the work of those who are super11 -2.208 Td [d2.1 (st)1.2

experience, or an equivalent combination of relevant

(c) For the purpose of paragraph 16.5(b), 12 months of service is defined as 12 months service, excluding unpaid leave, provided that where a full-time or part-time General Employee works four school terms in a given year such employee will be regarded as having worked 12 months.

15.7 RECLASSIFICATION

(a) A General Employee may apply for reclassification to a higher level.

(b) Such application must be made in writing and should identify the grounds and reasons for reclassification, having reference to skills utilised, duties actually performed and the classification structure set out in subclauses 15.3 to 15.5.

(c) Where an application is made by the General Employee in writing to the Employer for reclassification to a higher level, the Employer will determine the application within a reasonable period.

(d) Reclassification to a higher level will take place from the first full pay period on or after the date the application was made.

(e) The General Employee will be placed on the first step of the new level following reclassification.

16.1 FORTNIGHTLY PAYMENTS

The salary or wage payable to an Employee will be payable fortnightly by electronic funds transfer into an account nominated by the Employee.

16.2 OVERPAYMENTS/ UNDERPAYMENTS

Where the Employer becomes aware that payments have been made over or under

17.1 SALARY PAYABLE

The minimum annual and equivalent fortnightly salaries payable to Teachers will be as set out in Schedule A – Teachers' Salaries and Allowances – Table 1A Teachers' Salaries.

The classification of the Teacher will be determined in accordance with Clause 14 – Teachers – Standards Classification of this Agreement.

The fortnightly rates in the tables have been calculated by multiplying the annual salary by 14 and dividing by 365, with the answer rounded to two decimal places.

17.2 ADDITIONAL [illegible] TTr4-1.7 (0.8 (h)-1.3 r(a)9b)2.1 1d [(T)42 u(T)6(r)2.45 [(25 (t)-40.8 s)-1.2

This clause provides for minimum conditions in respect of promotion positions for Teachers.

18.1 STRUCTURE OF PROMOTION POSITIONS

(a) The Principal after consultation and agreement with the CSBB Central Office will determine the structure of promotion positions having regard to the allocated promotion points, the needs of the School and employer practice.

(b) A School's entitlement to promotion points in any year is determined by that school's official enrolment as determined by the previous year's census figure.

(c) Changes to the structure of promotion positions will only be introduced after vacancies occur by way of movement of Teachers or expiration of existing

SECONDARY SCHOOLS PROMOTION POSITIONS

Secondary Enrolments 201–	7 – 12	7 - 10	11 – 12	Multi Campus Schools

18.5 COORDINATOR 3

(a) A Coordinator 3 means a Teacher appointed to be responsible for:

(i) coordination of all curriculum areas within the school

(b) The minimum number of promotion positions required to be appointed will be as set out in subclause 18.2 above.

Provided however;

(i) Where there is a programme of work in an area of instruction (including curriculum sporting instruction) in a Secondary Department the hours of which do not exceed 2000 hours per annum, a Coordinator 2 will be appointed to coordinate such area of instruction.

(ii) In determining an area of instruction, an Employer may aggregate two or more subjects to comprise an area of instruction, provided that the total hours aggregated do not exceed 4000 hours per annum.

(iii) Where hours per week exceed 4000 hours per annum, the area of instruction will attract the equivalent of a Coordinator 3. There is no requirement to appoint a Coordinator 3 as such; the position may be filled by appointing a Coordinator 2 assisted by a Coordinator 1.

18.10 PERIOD OF APPOINTMENT

(a) Teachers who are being offered their first 2 or 3 point Coordinator appointment by the Employer will be offered an initial two year contract. Subsequent appointments, whether in the same school as the initial appointment or in a new school, are for three years.

(b) Teachers who are being offered their first 1 point Coordinator appointment by the Employer for on-going roles will be offered an initial two year contract. Subsequent appointments, whether in the same school as the initial appointment or in a new school, are for three years.

(c) Teachers who are being offered a 1 point Coordinator appointment by the Employer for a short-term role or a role that may not continue longer than one year (for example, due to specific programs) will be offered an initial one year contract. Subsequent appointments will also be for one year.

18.11 APPOINTMENT

All Teachers appointed to promotion positions will receive a letter of appointment confirming the duration of the appointment and will be inducted into the position in accordance with Employer practice.

18.12 RELIGIOUS EDUCATION CO-ORDINATORS (REC)

Allowances for Religious Education Co-ordinators are set out in Table 1C.3 of this Agreement.

19.1 TRAVEL EXPENSES

When a Teacher, in the course of their duty, is required to travel to any place away from their usual place of employment, they must be paid reasonable expenses actually incurred.

19.2 TRAVEL ALLOWANCE

(a) A Teacher required by the Employer to use their own motor vehicle in the performance of duties wllbe paid an allowance as set out in

20.1

20.3 PAYMENT FOR PART TIME AND CASUAL GENERAL EMPLOYEES

(a) Part-time General Employees will be paid, for each hour worked during ordinary time, the applicable hourly rate as set out in:

20.4 MIXED FUNCTIONS AND HIGHER DUTIES

(a)

21.1 MEAL ALLOWANCE

22.1 This Agreement incorporates the provisions of Schedule D to the Educational Services (Schools) General Staff Award 2020 as in force from time to time, provided that:

(a) the wage rates will be calculated in accordance with subclauses 22.2 and 22.3 using the rates of pay contained in this Agreement; and

(b) apprentices will be entitled to all other terms and conditions of employment under this Agreement.

22.2 An apprentice, other than an adult apprentice, will be paid a percentage of the annual rate of pay applicable to a Level 3.1 General Employee as provided below:

YEAR OF APPRENTICESHIP	% OF LEVEL 3.1 GENERAL EMPLOYEE ANNUAL RATE OF PAY
First Year	55
Second Year	65
Third Year	75

This Agreement incorporates the provisions of Schedule E to the Educational Services (Schools) General Staff Award 2020 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.

A General Employee employed on a national training wage will have their employment conditions regulated by Annexure C - National Training Wage

25.1 DEFINITIONS

For the purposes of this clause:

(a) “Basic Earnings” means:

the minimum annual rate of salary/wage prescribed from time to time for the Employee by Clause 17 Salaries for Teachers, and Clause 20 Rates of Pay for General Employees;

in the case of Teachers, allowances pursuant to Clause 18 Promotion

25.2 BENEFITS

(a) The

26.1 This Agreement supplements the NES that deals with maximum weekly hours. The ordinary hours of a Teacher may be averaged over a twelve month period.

26.2 CO-CURRICULAR ACTIVITIES

The parties recognise that all Teachers are expected to participate in co-curricular activities integral to the school's program.

27.1 ORDINARY HOURS OF WORK

(a) The ordinary hours of work, of a full-time General Employee exclusive of meal breaks will not, without the payment of overtime, exceed 38 per week (or 76 hours rostered over a fortnight).

(b) The ordinary hours of work will be worked on no more than five days out of seven between the hours of 7.00am and 6.00pm Monday to Friday inclusive and between the hours of 7.30am and 12 noon on a Saturday.

(c) Notwithstanding paragraph 27.1(b), the ordinary hours for a General Employee performing the work of a Cleaner will be worked between the hours of 6.00am and 8.00pm Monday to Friday inclusive.

(d) The parties to this Agreement acknowledge that there may be circumstances

27.3 CASUAL GENERAL EMPLOYEES

The span of ordinary hours of work for casual General Employees will be the same as those worked by full-time General Employees and set out in subclause 27.1.

27.4 BROKEN SHIFTS

(a) A General Employee employed as a Bus Driver or Cleaner may be rostered to work ordinary hours in a broken shift, comprising of two periods of duty per day (exclusive of meal breaks), with a minimum of two hours for each period of duty.

(b) The maximum spread between the start of the first period of duty and the cessation of the second period of duty is 12 hours. Any hours in excess of these 12 hours will be paid as overtime.

(c) General Employees working a broken shift will receive payment of the broken sht<i 0 Td [(8 2tn)25 (ees)-0.s..00 (i)-1.4 (e)]TJ ft-1.388 TD (y)r1 Tw 1.514 0 T.

28.1 General Employees who are not engaged to work for 48 weeks per year and who receive an averaged rate of pay in accordance with subclause 20.2 may be required by the Employer to undertake additional occasional work during pupil vacation periods. Unless otherwise agreed by the Employer and General Employee, the additional occasional work during pupil vacation periods will not exceed seven days per school year.

28.2 Where an Employer requires that work be performed during pupil vacation periods pursuant to subclause 28.1 the following will apply:

(a) the Employer will give the General Employee four term weeks written notice of the requirement to work during the pupil vacation period;

(b) the notice will specify the time the General Employee is to work during the pupil vacation period;

(c) the General Employee will not be required to work on days other than their normal working days per week and their normal working hours on those days;

(d) the General Employee will not be required to work during the period of their four weeks of annual leave which, unless otherwise agreed, will typically be taken in a consecutive period during the school summer vacation. Public holidays extend the actual period of time off work during the December/January closedown;

(e) Notwithstanding the above, a General Employee may agree to waive the conditions found in

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28.4 GENERAL EMPLOYEE HAS PRIOR COMMITMENTS

(a) If a General Employee is unable to work during a particular week during a pupil vacation period because of family commitments or other activities planned during that week, the General Employee will give the Employer notice of their unavailability for that particular week. This should be given at the time the Employer advises of the requirement to work during the pupil vacation period.

(b) If despite the notice of the General Employee's unavailability to work during one particular week in the pupil vacation period in accordance with paragraph 28.4(a), an Employer still requires the General Employee to work during that particular week, discussions will be held between the Employer and the General Employee and/or their Union.

28.5 WORK HEALTH AND SAFETY

A General Employee employed in the School Administrative Services or Classroom and Le.9 (c)1.5 (e.5 (e)0. (i)2.1 (st)1.2 t)1.2 g HEAupp-0.8 (C)-.8 (i-0.8 (e)0.7 (r)-0.7 (v)-4 (i)

29.1 REQUIREMENT TO PERFORM REASONABLE OVERTIME

(a) This clause only applies to General Employees.

(b) A General Employee may be required to perform reasonable overtime and must be paid at overtime rates for work performed either outside, or in excess of, the ordinary hours.

(c) A General Employee may refuse to work overtime in circumstances where the working of such overtime would be unreasonable. What is unreasonable or otherwise will be determined having regard to:

(i) any risk to the General Employee's health or safety;

(ii) the General Employee's personal circumstances including any family and carer responsibilities;

(iii) the needs of the school;

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

(v) any other relevant matter.

29.2 OVERTIME RATES

(a) A General Employee will be paid overtime for all authorised work performed outside of the ordinary hours of work, as provided in the relevant subclauses of Clause 27 - Hours of Work of General Employees as follows:

TIME WORKED	OVERTIME RATE
Monday-Friday	150% of the unaveraged ordinary hourly rate of pay for the first 2 hours and 200% of the unaveraged ordinary hourly rate of pay after that.
Midnight Friday to Midnight Sunday	200% of the unaveraged ordinary hourly rate of pay

(b) In calculating overtime, each day's work will stand alone.

(c) For work performed on Sunday a General Employee will be paid at the

(d) Normal overtime rates for Saturday and Sunday as set out in paragraph 29.2(a) will typically apply for those days, provided that a General Employee may request that the Employer provide time off instead of payment of overtime equivalent to the number of hours of payment the Employee would have received had they been paid overtime for such work.

(e) A General Employee may not accumulate more than 20 hours to be taken as leave in lieu of overtime payment.

(f) A General Employee will be paid any outstanding time in lieu of overtime at the overtime rate applicable to the overtime when worked if the General Employee's employment terminates.

29.5 RECALL TO WORK

(a) A General Employee required to attend the Employer's premises or other location as required (except for the General Employee's residence) for a reason other than carrying out rostered duties after leaving the place of employment (whether notified before or after leaving the place of employment) will be paid a minimum of two hours' pay at the appropriate rate for each such attendance.

(b) This subclause will not apply where a period of duty is continuous with the completion or commencement of ordinary working time (notwithstanding that the Employer may allow the General Employee a reasonable meal break before, during or after such attendance).

29.6 MAKE UP TIME

A General Employee may elect, with consent of the Employer, to work make-up time under which the General Employee takes time off during ordinary hours, and works those hours at a later time, during the spread of ordinary hours provided in this Agreement, at the ordinary rate of pay.

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32.1 This clause applies only to Teachers, and General Employees who receive an averaged salary in accordance with subclause 20.2

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32.5 CALCULATION OF ENTITLEMENT

Each Employee will accumulate payment for Student Vacation Periods (their “SVP Balance”) in hours, progressively throughout the term time worked by the Employee in each School Year subject to the following provisions:

(a) The rate of accumulation is determined by the SVP Ratio. The SVP Ratio for a School Year is determined by dividing the total number of weekdays falling within student vacation periods by the total number of weekdays falling during term time. For the purposes of this calculation, public holidays falling on a weekday are counted as weekdays;

(b) For the 2023 school year the SVP Ratio is 0.272 (being 60 weekdays falling within student vacation periods divided by 202 weekdays falling during term time);

(c) For the 2024 school year the SVP Ratio is 0.289 (being 59 weekdays falling within student vacation periods divided by 204 weekdays falling during term time);

(d) For every hour worked by an Employee during term time, that Employee’s SVP Balance will be increased by the amount of the SVP Ratio for that school year. For example, an Employee who works 10 hC /LB0.7 (e)0.7Tw (4)Ts Sc 0.001 Tw

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32.8 NOTIFICATION BY THE EMPLOYER

Where an employee:

(a) commences employment after the start of a School Year;

(b) has a change in teaching load or working hours during the course of a School Year; or

(c) takes approved leave without pay or unpaid parental leave of more than 20 pupil days during the School Year;

the Employer must advise the Employee in writing that that Employee may be subject to a reduction in salary or wages in the immediately following student vacation period and/or the student vacation period following Term 4.

32.9 An Employee must not be paid less, in a given School Year, than the amount they

33.1 For the purposes of this Agreement, public holidays are as defined in the Act and

34.1 ENTITLEMENT TO PAID PERSONAL/CARER'S LEAVE - TEACHERS

(a) A new Teacher will receive a one-off entitlement to 15 days' paid Personal/Carer's Leave upfront (pro rata for a part-time Teacher) on commencement of their first temporary block or permanent appointment in addition to Personal/Carer's Leave provided in paragraphs 34.1(b) and 34.1 (c). This one-off entitlement will not fall [illegible]

(c) FOR UNEXPECTED PERSONAL EMERGENCY OR FAMILY AND DOMESTIC VIOLENCE

An Employee will, upon request, provide evidence that would satisfy a reasonable person of this unexpected personal emergency or family and domestic violence. This could be a statutory declaration, outlining the nature of the unexpected personal emergency, or the fact of family and domestic violence, and the circumstances preventing the Employee from attending work.

(d) TO PROVIDE CARE OR SUPPORT TO A MEMBER OF THE EMPLOYEE'S IMMEDIATE FAMILY OR HOUSEHOLD MEMBER

An Employee will, upon request:

(i) provide evidence that would satisfy a reasonable person that the Employee needed to provide care or support to a family or household member. Such evidence may include a certificate from a registered medical practitioner or certificate or other evidence from a registered health practitioner, or statutory declaration, estiarÆDsyt th)0.5 (2D42 .1 (l)-0.8 (y)

(b) After consideration of the Employee's response, the Employer may:

(i) require further evidence of illness/injury or care/support responsibility;

(ii) request the Employee to obtain a second opinion from another doctor at the Employer's cost;

(iii) request a more detailed estimation of the likely length of the absence;

(iv) require the Employee to obtain a medical report (at the Employer's cost) in relation to the likely period of absence;

(v) discuss with the Employee any other action. This may include but is not limited to the Employee applying for flexible working arrangements.

(c) Action will only be taken pursuant to this subclause following consultation between the Principal of the school and the relevant CEO or CSO.

34.5 ACCUMULATION OF PERSONAL/CARER'S LEAVE

If the full entitlement of Personal/Carer's Leave is not taken in any year, any untaken portion will be cumulative from year to year.

34.6 PORTABILITY

An Employee who was previously employed with another Employer named in this Agreement, or with a participating Catholic Independent School listed in Annexure A – Personal/Carer's Leave Portability may be eligible for portability of Personal/Carer's Leave. Arrangements for portability of Personal/Carer's Leave are set out in that Annexure.

34.7 UNPAID LEAVE FOR CARING PURPOSES

(a) An Employee, including a casual Employee, is entitled to take up to two days unpaid carer's leave for each occasion that a member of the Employee's immediate family, or household requires care or support due to:

(i) a personal illness or injury affecting the member; or

(ii) an unexpected emergency affecting the member; or

(iii) the birth of a child.

(b) An Emp(n)1.5 7 (o)7.5 (r)]TJ 0 Tc5.4 (3Lpe)1.4.5 (e)0.8.8eonal

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

34.8 SPECIAL LEAVE

(a) An Employee (other than a casual Employee) is entitled to be absent from work on one working day each calendar year for the purpose of taking paid Special Leave. The leave is non-cumulative and will not be deducted from Personal/Carer's Leave accruals.

(b) Special Leave is available to be used to meet a schedul8 TD [(w)1.1 -2.202 T.5 (er)1.1

(g) Other than by agreement with the Employer, paid parental leave will commence no earlier than 12 weeks (inclusive of non-term weeks) 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.

(h) Non-term weeks within the period of paid parental leave will be deemed to be non-term days worked by the Teacher or General Employee for the purpose of Clause 32 – Salary Adjustment Formula and Student Vacation Periods.

(i) An Employee on paid parental leave in accordance with this clause will not be employed as a casual employee by their Employer during such paid leave.

(j) Where an Employee gives birth to a child while 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 weeks' payment in accordance with paragraph 35.1(b).

Notation:

The Employers are of the view that, In the case of Teachers and General Employees not required to work 48 weeks per year (i.e. paid an averaged rate of pay subject to subclause 20.2), 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 Employers are 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.

35.2 PAID PARENTAL LEAVE (NOT INITIAL PRIMARY CAREGIVER)

(a) Where an Employee has an entitlement to, and takes, parental leave under the Act but is not the initial primary care giver as defined at paragraph 35.1(a), the Employee will be entitled to paid parental leave in accordance with this subclause.

(b) The Employee will be entitled to two weeks' paid parental leave on and from the date of their child's birth, or on the day on which their child or the primary care giver leaves hospital following the child's birth, or in the case of adoption, the date of the child's placement.

(c) The Employee and Employer may agree that the parental leave entitlement provided in subclause 35.2(b) is taken at another time in the four weeks before the date, or expected date, of birth of the child or date of placement, and not later than 12 months after the date of birth or placement. The agreement must be recorded in writing.

(d) An Employee who was not the initial primary care giver, but who subsequently becomes the primary person responsible for the care of the child because the initial primary care giver has returned to work or studies, will be entitled to a maximum period of 12 weeks paid parental leave. This period of paid parental leave must be taken within the 12 month period commencing from the date of the child's birth or in the case of adoption, from the date of the child's placement. This period of up to 12 weeks paid parental leave is in addition to the two week entitlement to paid parental leave under paragraph 35.2(b).

(e) For Teachers and General Employees not required to work 48 weeks per year (ie paid an averaged rate of pay in accordance with subclause 20.2), this period will be inclusive of non-term weeks falling wi i[3.2 (i)-4(hi)2.1 (s pe (l).5 85 (c (ta)2

35.4 NOTICE PERIODS

Notice periods for parental leave applications are provided under the Act.

35.5 TEMPORARY EMPLOYEES

(a) A temporary Employee will be entitled to paid parental leave in accordance with subclause 35.1 and subclause 35.5 if they have an entitlement to and take parental leave under the Act and all other relevant criteria required under this subclause 35 are satisfied.

(b) If the employment of a temporary Employee ceases after the commencement, and bm (, a)3. p Td ( )Tj 0.001 Tc 0.001 Tw 98

36.1 APPLICABILITY OF LONG SERVICE LEAVE ACT 1955 (NSW) AND LONG SERVICE LEAVE ACT 1976 (ACT).

The provisions of the Long Service Leave Act 1955 (NSW) and Long Service Leave Act 1976 (ACT) will apply except to the extent that this Agreement provides for a more favourable outcome in a particular respect.

36.2 LONG SERVICE LEAVE ENTITLEMENT FOR TEACHERS

The long service leave entitlement of a Teacher will be:

(a) in respect of full-time service of less than ten years' service, 6.5 days per year of service;

(b) in respect of full-time service completed by the Teacher of 10 or more years, 10 days per year of service; and

(c) in respect of part-time service, or continuous casual service completed by the Teacher, a pro rata amount of the entitlement in paragraphs 36.2(a) and (b), calculated according to the FTE of the Teacher during the period of part-time or casual service.

In respect of continuous casual service completed by the Teacher, a pro rata amount of the entitlement in paragraphs 36.2(a) and (b), calculated according to the number of days the casual Teacher works during a year as it bears to 203 days. For example, over a year a casual Teacher works 101.5 days.The casual Teacher's FTE is 0.5 (101.5 ÷ 203). Therefore, during that year the casual Teacher has accrued either 3.25 days (0.5 x 6.5 days) or 5 days (0.5 x 10 days) of long service leave (depending on the length of continuous service of the casual Teacher).

36.3 LONG SERVICE LEAVE ENTITLEMENT FOR GENERAL EMPLOYEES

Subject to subclause 36.4, the long service leave entitlement of a General Employee will be:

(a) in respect of full-time service completed by the General Employee, 49.4hours per year of service;

(b) where a General Employee works part-time or has continuous service as a casual, the General Employee will accrue leave on a pro rata basis according to the number of hours worked by the employee in a week compared to 38, where a full-time employee accrues 49.4 hours of leave for each year of service.

ICT EMPLOYEES	
In respect of the period	Calculation of long service leave per year of service
Prior to 1 July 2018	0.866 weeks per year
1 July 2018 to the Commencement Date of this Agreement	(a) 49.4 hours per year (b) For part-time periods of employment pro rata of (a).

Note: As at 30 January 2006, the existing long service leave accrual of a full-time and part-time General Employee (non-ICT Employee) was converted from days to hours. As at 1 July 2018, the existing long service leave accrual of an ICT Employee was converted from weeks to hours.

(b) Not all General Employees were covered by the arrangements set out above, and for any such period would have received long service leave entitlements no less than that provided in legislation, that is, at the rate of 0.866 weeks per year of service, or at such higher rate as agreed in contracts of employment

36.5 CONDITIONS OF TAKING LONG SERVICE LEAVE

(a) Conditions in respect of the taking of long service leave are provided in this subclause.

(b) LONG SERVICE LEAVE IN SHORT PERIODS

Notwithstanding and subject to paragraph 36.5(j), long service leave in short periods is granted subject to the following conditions:

(i) provided that it is not in the first four weeks of a school year; and

(ii) one school term of notice may be required for leave in excess of four weeks duration; five weeks notice will be required for leave of four weeks or less.

(c) LONG SERVICE LEAVE ON HALF PAY

Provided that the minimum period of leave is two weeks, a Teacher may elect to receive long service leave payments at half pay for the period of leave. The parties understand that the anniversary date for the accrual of entitlements will not be affected by

(e) An Employee will, at a minimum, be entitled to take any accrued long service leave upon completion of ten years' service and on completion of each additional five years' service thereafter

NOTICE TO TAKE LEAVE

When an Employee becomes entitled to Long Service Leave in respect of the Employee's service with the Employer, the Employer must give the Employee, and the Employee must take, the leave as soon as practicable, having regard to the needs of the Employer.

(i) The Employer must give the Employee not less than two school terms notice of any requirement to take leave.

(ii) A General Employee must provide the Employer with reasonable notice of his or her intention to take leave

(iii) Unless the Employer otherwise agrees, a Teacher must give not less than two school terms notice of their intention to take leave.

(g) Long service leave accrued by the Employee will normally be taken at the Employee's current FTE / weekly hours at the time of taking the long service leave, unless otherwise agreed. For the purposes of this paragraph 36.5(g) current FTE for casual Teachers means the number of casual days worked in the 12 month period immediately before the long service leave is taken as it bears to 203 days; and current weekly hours for casual General Employees means the average number of weekly hours worked in the 12 month period immediately before the long service leave is taken as it bears to 38 hours per week.

PAYMENT OF CASUAL EMPLOYEE ON LONG SERVICE LEAVE

A casual Employee will be paid as per the FTE calculated in accordance with paragraph 36.5(g) at his or her current daily or hourly rate at the time he or she takes the leave.

LONG SERVICE LEAVE AND PUPIL VACATION PERIODS

(a) Long Service Leave will be exclusive of pupil vacation periods adjacent to or within the period of leave, except in the case of General Employees employed to work 48 weeks per year pursuant to subclause 20.1

(b) Subject to the provisions of the relevant Diocesan Annexure, where a Teacher wishes to take a short block of long service leave of less than one term immediately before or immediately after a pupil vacation period but neither in accordance with paragraph 36.5(j) nor in accordance with other Employer policy on long service leave, then the Employer may impose that the leave is inclusive of the pupil vacation period adjacent to or within the period of leave.

(j) LONG SERVICE LEAVE IN SHORT BLOCKS

(i) A Teacher who has five years of continuous service may apply to access short blocks of long service leave (of less than a term). The application may be approved at the discretion of the Employer having regard to:

(A) the educational needs of the students;

(l) LONG SERVICE LEAVE AND PARENTAE LEAV

A Teacher who has five years of continuous service with an Employer at the commencement of parental leave may apply to take and will be granted some or all of their pro rata long service leave during a period of unpaid parental leave, provided that the total period of leave does not exceed the period of parental leave that the Teacher would be otherwise entitled to

36.8 SERVICE

(a) An Employee who takes approved leave without pay (including unpaid parental leave) will be deemed to have had continuous service, notwithstanding the fact that the service was interrupted by such leave. However, the period of the unpaid leave must not be taken into account in calculating the period of service for the purpose of long service leave accrual. This provision does not apply to an Employee who takes unpaid community service leave under the Act, as an Employee who takes a period of unpaid community service leave under the Act will accrue long service leave during such period.

(b) An Employee whose employment terminates with an Employer within one week of the end of any school term and is reappointed by the same Employer within the first two weeks after the commencement of the next school term, will be deemed to have had continuous service for the purposes of long service leave.

36.9 LONG SERVICE LEAVE PORTABILITY

Eligible Employees are entitled to Portability of Long Service Leave as outlined in Annexure B – Catholic Schools Intrastate Long Service Leave Portability Arrangement.

(c) An Employee (other than a casual Employee) who is required to attend for

37.7 PAID FAMILY AND DOMESTIC VIOLENCE LEAVE

(a) An Employee is entitled to 10 days' paid family and domestic violence leave in a 12 month period if:

(i) the Employee is experiencing family and domestic violence; and

(ii) the Employee needs to do something to deal with the impact of the family and domestic violence; and

(iii) it is impractical for the Employee to do that thing outside the Employee's hours of work.

(b) The leave is available in full at the start of each 12 month period of the Employee's employment and is non-cumulative.

(c) For the purposes of this subclause 37.7, family and domestic violence is as defined in the Act.

(d) An Employee wishing to access paid family and domestic violence leave provided under this subclause 37.7 must comply with the evidence and notice requirements relating to family and domestic violence leave set out in the Act.

37.8 PAID EMERGENCY DISASTER LEAVE

(a) The parties to this Agreement recognise the importance of keeping schools open wherever possible during times of natural disasters and, should schools need to be closed for a time, to reopen them as soon as possible.

(b) Employees will assist with keeping schools open to support students, families, and the community and to provide continuity of teaching and learning as far as is feasible and safe to do so. Employees will attend work unless prevented by circumstances described in paragraph 37.8(c) or are otherwise on approved leave. Subject to paragraph 37.8(c) e ar iwpotovtwwrwbje

(iii) they are required to leave work early and return home to ensure their personal safety, the safety of their family or the protection of their property or because the availability of transport services and facilities may be disrupted or discontinued; or

(iv) they must remain at home to have essential temporary repairs effected, restore or replace essential belongings, complete necessary clean-up for safety or to enable occupation of residence.

(d) In respect of the entitlement set out in paragraph 37.8(c), an employee may be required to provide satisfactory evidence.

(e) The Employee will advise the Employer as soon as possible of their intention to apply for leave pursuant to this subclause 37.8, the expected duration and the reason for the absence.

(d) In addition to the notice periods specified in paragraph 39.1(c), an Employee aged over 45 years and who has completed at least 2 years continuous service with the Employer is entitled to one additional week's notice from the Employer.

(e) An Employee is required to give the same notice of termination to their Employer as set out in paragraph 39.1(c) except that there is no requirement on the Employee to give the additional notice set out in paragraph 39.1(d).

(f) The notice periods above will not affect the right of the Employer to dismiss any Employee without notice for serious misconduct and in such case salary will be paid up to the time of dismissal only.

(g) The employment of a casual General Employee may be terminated by one hour's notice by either party or in the case of a casual Teacher a half day's notice by either party.

39.2 PAYMENT ON TERMINATION

(a) Employees will, upon termination of employment be paid all salary or wages and other monies due, including any payments which may be due in lieu of annual leave (under the applicable provisions of clause 31 - Annual Leave, clause 32 - Salary Adjustment Formula and Student Vacation Periods and/or long service leave.

(b) If an Employee fails to give the notice specified in paragraph 39.1(e), the Employer may withhold from any amounts payable under this Agreement, an amount for the period of notice not given by the Employee. Any such

40.1 Where an Employee's employment is to be terminated due to redundancy, the Employer (subject to any order of the FWC as set out in subclause 40.2 and 40.3), will pay the following redundancy pay in respect of a continuous period of service:

(a.1 1.2 (l/a.6 (l)1.8 Td [(()0.5 (a)-0.8 (.1 1.2 (F.4 (m)7u (to)2 (b) o)2pe)0.8 (cR Tw 0.831 0 T

(c) ‘Weeks’ means the all purpose weekly rate of pay for the Employee concerned at the date of termination, and will include, in addition to the ordinary rate of pay, over Agreement payments and allowances provided for in this Agreement.

40.2

(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 will, at the request of the Employer, be required to produce proof of attendance at an interview or the Employee will not receive payment for the time absent.

40.7 EMPLOYEE LEAVING DURING THE NOTICE PERIOD

An Employee who is given notice of termination in circumstances of redundancy may terminate their employment during the period of notice. The Employee is entitled to receive the benefits and payments they would have received under this clause had they remained in employment until the expiry of the notice but is not entitled to payment in lieu of notice.

40.8 NOTICE TO CENTRELINK

An Employer must provide written notice to Centrelink as required by section 530 of the Act.

40.9 CENTRELINK EMPLOYMENT SEPARATION CERTIFICATE

The Employer will, 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.

40.10 REDEPLOYMENT AND RESTRUCTURING

The provisions of this clause set out the agreed procedures to be followed by the Employer in instances of school restructures, school closures or reductions in staffing due to declining enrolments, in addition to the provisions in Clause 24 Consultation Regarding Major Workplace Change and Clause 43 Consultation About Change to Regular Roster or Ordinary Hours of Work

41.1 In the event of a dispute about:

(a) a matter arising under this Agreement; and/or

(b) a matter pertaining to the relationship between an Employee and/or the Union and an Employer arising under a Work Practices Agreement as defined in clause 4 – Definitions of this Agreement ("WPA Dispute"); and/or

(c) a matter arising under the NES;

the following procedure shall be followed.

STEP 1

41.2 In the first instance the parties should attempt to resolve the matter at the workplace by discussions between the Employee or Employees concerned and the relevant supervisor, where appropriate. If such discussions do not resolve the dispute, the parties will endeavour to resolve the dispute in a timely manner through discussions between the Employee or Employees concerned and senior

42.5 The Employer must give prompt and genuine consideration to matters raised about the major change by the relevant Employees or their representative.

42.6 In this clause, a major change is likely to have a significant effect on Employees if it

44.1 Definitions

For the purpose of this clause:

(a) ‘Child’ means a person under the age of 18 years.

(b) ‘Exempt Allegation’ means an allegation which is not reportable conduct pursuant to the Children’s Guardian Act 2019 (NSW). An exempt allegation includes:

(i) conduct that is reasonable for the purposes of discipline, management or care of a child, having regard to the age, maturity, health or other characteristics of the child and to any relevant code of conduct or professional standard; or

(ii) the use of physical force if, in all the circumstances, the physical force is trivial or negligible, and the circumstances in which it was used have been investigated and the result of the investigation recorded in accordance with appropriate procedures; or

(iii) conduct of a class or kind exempted from being reportable conduct by the Children’s Guardian under section 30 of the Children’s Guardian Act 2019 (NSW)

(c) ‘Reportable Allegation’ means an allegation of reportable conduct against an Employee or an allegation of misconduct that may involve reportable conduct, whether or not the conduct is alleged to have occurred in the course of the Employee’s employment with the Employer.

(d)

44.2 PROCEDURAL FAIRNESSS FOR EMPLOYEES IN DEALING WITH REPORTABLE ALLEGATIONS AND EXEMPT ALLEGATIONS

(a) Subject to paragraph 44.2(c) an Employee, against whom a reportable allegation or an exempt allegation has been made in the course of employment, is to be informed by his or her Employer (or the person delegated by his or her Employer to do so) of the reportable allegation or exempt allegation made against them. The Employee will be given:

(i) an opportunity to respond to the reportable allegation or exempt allegation; and

(ii) sufficient information to enable them to respond to the matters alleged against him/her. He or she must be given full details unless the Police or other government agency involved in the investigation of the matters alleged against the Employee, have otherwise (er)-1.7.4 (e (b)]TJ 0.0o)2 (

45.1 Meetings of Union members who are employed at a school may be held on the Employer’s premises at times and places reasonably convenient to both Union members and the Employer.

45.2 Union meetings must notake place during timetabled teachet2 Tw 0.842 0 Td [(Un)0.5 (io)1.1

5.2

SIGNATURES TO THE AGREEMENT

EXECUTED as an agreement

SIGNED for and on behalf of

INDEPENDENT EDUCATION UNION OF AUS

as a representative of employees bound by an award by an authorised person in the presence of

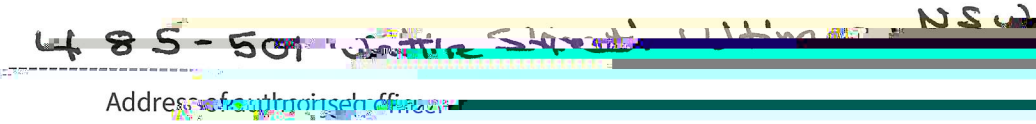
Signature of authorised officer

Signature of witness

Name of authorised officer

Name of witness

Title of authorised officer

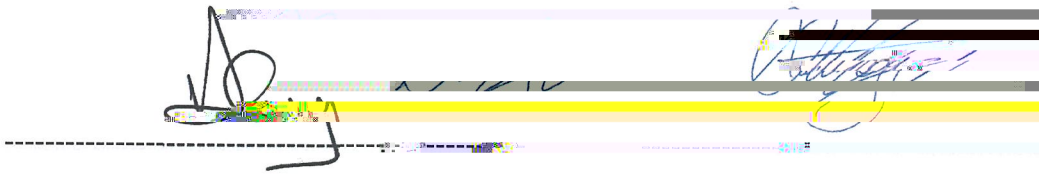


Address of authorised officer

SIGNED

Trustees of the Roman Catholic Church for

by an authorised person in the presence of



Signature of authorised officer

Signature of witness

Danny Casey

Scott Cooper

Name of authorised officer

Name of witness

Director of Schools

Title of authorised officer

42

Address of authorised officer

Catholic Schools Broken Bay - Pay Rates

Table 1A -Teachers' Salaries

CLASSIFICATION	Annual Salary from ffpp on or after approval ($)	Annual Salary from ffpp on or after 1 January 2024 ($)
		3.00% Increase
Conditionally Accredited Teacher (Level 1)	69,381	71,463
Conditionally Accredited Teacher (Level 2)	76,937	79,246
Band 1 (Graduate)	76,937	79,246
Band 2 (Proficient Teacher Level 1)	92,795	95,579
Band 2 (Proficient Teacher Level 2)	92,795	95,579
Band 2 (Proficient Teacher Level 3)	100,721	103,743
Band 2 (Proficient Teacher Level 4)	104,690	107,831
Band 2 (Proficient Teacher Level 5)	114,750	118,193
	122,140	125,805

	Fortnightly rate of pay from ffpp on or after approval ($)	Fortnightly rate of pay from ffpp on or after 1 January 2024 ($)
		3.00% Increase
Level 1)	2,661.19	2,741.05
(Level 2)	2,951.00	3,039.57
	2,951.00	3,039.57
1)	3,559.26	3,666.04
2)	3,559.26	3,666.04
)	3,863.27	3,979.18
4)	4,015.50	4,135.98
5)	4,401.36	4,533.43
	4,684.82	4,825.39

ual Rates

CLASSIFICATION	Casual daily rate of pay from ffpp on or after approval ($)	Casual daily rate of pay from ffpp on or after 1 January 2024($)
	3.00% Increase	3.00% Increase
Conditionally Accredited Teacher (Level 1)	358.87	369.64
Conditionally Accredited Teacher (Level 2)	397.94	409.89
Band 1 (Graduate)	397.94	409.89
Band 2 (Pr	397.94	409.89

Table 2A - General Employees - Unaveraged Annual Rate of Pay (48 Weeks per year)

General Employees	Annual Salary from ffpp on or after approval	Annual Salary from ffpp on or after 1 January 2024
		3.00% increase
Level 1.1	51,826	53,381
Level 1.2	55,956	57,635
Level 2.1	56,438	58,132
Level 2.2	58,816	60,581
Level 2.3	59,887	61,684
Level 3.1	66,312	68,302
Level 3.2	66,563	68,560
Level 3.3	66,820	68,825
Level 3A	67,732	69,764
Level 4.1	74,760	77,003
Level 4.2	76,106	78,390
Level 4.3	81,676	84,127
Level 4.4	86,892	89,499
Level 5	86,892	89,499

Level 4.2	1,459.65	1,503.45
Level 4.3	1,566.47	1,613.48
Level 4.4	1,666.51	1,716.51
Level 5	1,666.51	1,716.51
Level 5A.1	1,812.18	1,866.55
Level 5A.2	1,863.64	1,919.56
Level 6B	1,913.92	1,971.35

L Table 2ble-

Level 3.3 Level 3A	1,153.40	1,188.00

Level 3.2

(iii) The ACT Catholic Independent Schools Employers listed below for Teachers only:

Daramalan College, Dickson

The Trustees of the Marist Brothers trading as Marist Schools Australia on behalf of Marist College

PERSONAL/CARER'S LEAVE PORTABILITY – EMPLOYER CERTIFICATE

Part to be completed by former Catholic Employer

[NAME OF EMPLOYEE] was employed by the [NAME OF THE EMPLOYER] as a [

(e) ‘Employee’ means any person employed in a Catholic school listed in clause 6 in a Catholic school, Catholic Education Office or Catholic Schools Office operated by a Catholic 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.

4.1 Entitlement to Long Service Leave will be in accordance with the provisions of the Act, the Long Service Leave Act 1955 (NSW), the Long Service Leave Act 1976 (ACT), and any applicable enterprise agreement and any enterprise agreement (including any amendments or replacements of the legislation or industrial instruments) that applies to the Employer.

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

(a) The Employee has completed an initial qualifying period (the “Initialye()4.4 (t)1.2 (he)0.7

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 Employer, the following will occur:

(a)

(f) The number of days or hours long service leave accumulated by the Employee on termination and the Employee's full-time equivalent load on termination.

5.5 CSBB will remit within three months of the termination of employment of the Employee as specified in paragraph 5.5(d) the value of the monetary entitlement as specified in paragraph 5.5(c) to the New Employer.

5.6 CSBB will advise the Employer and the Employee when the transfer has been affected.

5.7 The parties note this Annexumertinco12Tw [(i) <</MCID 7 >a Bay Entmee Td (d.002 Tc 0.00e Employbw 0(E)4.4 (mpTc 0.5 (i)1.703.2 (.5 (hE)-t2 (er)-)-0.7 (w)3.2 (i)1.8o)2.1 (n)1 0.002 Td [(E)4.

Kincoppal-Rose Bay School of the Sacred Heart, Rose Bay	St. Joseph's College, Hunters Hill
Marist College, Canberra	St. Lucy's School, Wahroonga
MaterDei School, Camden	St. Maroun's School, Dulwich Hill
Monte Sant' Angelo Mercy College, North Sydney	St Mary Star of the Sea College, Wollongong
Mount St. Benedict College, Pennant Hills	M ra Shot. Maroun

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

PART TWO (TO BE COMPLETED BY THE NEW EMPLOYER)

I, [INSERT NAME OF AUTHORISED EMPLOYER REPRESENTATIVE] for and on behalf of [CSBB] (New Employer) with full authority to act on behalf of CSBB in this regard, in consideration of the Employee agreeing to employment by CSBB and in consideration of the payment to CSBB 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 Act, this Agreement or any enterprise agreement and the agreement, notwithstanding that CSBB may no longer be a party to the agreement at the time such leave or payment becomes due.

Dated this _____ day of _____ 20_____

SIGNED _____,
for and on behalf of CSBB.

TITLE _____

This is the National Training Wage Annexure for General Employees. It is derived from Schedule E of the Miscellaneous Award 2020, and the rates contained in this Annexure may be adjusted consistent with changes to the rates contained in that award, as set out in subclause 5.5.

In this Annexure:

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

(b) approved training means the training specified in the training contract

(c) Australian Qualifications Framework (AQF) is a national framework for qualifications in post-compulsory education and tr)

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1.2 WAGE LEVEL B

TRAINING PACKAGE	AQFCERTIFICATE 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 Manufacturing	II III
Automotive Industry Retail, Service and Repair	I II III
Beauty	II
Caravan Industry	II III
Civil Construction	I
Community Recreation Industry	III
Entertainment	I II III
Extractive Industries	II III
Fitness Industry	III
Floristry	II
Food Processing Industry	I II
Forest and Forest Products Industry	I II III
Furnishing	I II III
Gas Industry	I II
Health	II III
Local Government (Operational Works)	I II
Manufactured Mineral Products	I II
Metal and Engineering (Production)	II III

Outdoor Recreation Industry	I II III
Plastics, Rubber and Cable Making	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 III

1.3 WAGE LEVEL c

TRAINING PACKAGE	AQF CERTIFICATE LEVEL
Agri-Food	I
Amenity Horticulture	I II III
Conservation and Land Management	I II III
Funeral Services	I II III
Music	I II III
Racing Industry	I II III
Rural Production	I II III
Seaford Industry	I II III