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# **TEACHERS (CATHOLIC INDEPENDENT SCHOOLS) (STATE) AWARD 2006**

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## 2. DEFINITIONS

For the purpose of this award:

- (a) **"Teacher"** means a person employed as such to assist the Principal in the work of the school.
- (b) **"Full-Time Teacher"** means any teacher other than a casual or part-time teacher.
- (c) **"Part-Time Teacher"** means a teacher who is engaged to work regularly, but for less than a full school week and not more than 0.8 of the normal hours which a full-time teacher at the school is required to teach. A part-time teacher may work more than 0.8 of the normal full-time load where an agreement has been reached by the parties. Such agreement shall be recorded in writing and signed by the teacher and representative of 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) shall be included.
- (d) **"Casual Teacher"** means a teacher engaged as such by an employer. A casual teacher will not normally be employed for a period greater than four school weeks for each engagement.
- (e) **"Temporary Teacher"** means a teacher employed to work full-time or part-time for a specified period, which is greater than four school weeks. A teacher may be employed as a Temporary Teacher in the following circumstances:
  - (i) where a teacher is employed to replace a teacher on leave or secondment.
  - (ii) where a school's staffing is to be reduced in the following year overall or in a department (in a secondary school). This may include but is not limited to circumstances such as declining enrolments or school amalgamations.
  - (iii) where a teacher is employed on a specific programme not funded by the employer, or a new programme or initiative funded by the employer which is not of an on-going nature.
  - (iv) where a teacher resigns during a school year and the usual employer practice is that such positions are filled on a temporary basis.
  - (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.

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, such reason being one of the reasons specified above.

In the case of paragraph (i), the appointment may be for the whole of the period of leave or secondment of the teacher. In the case of paragraphs (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 shall not withhold its consent unreasonably.

In the case of paragraph (iv) the appointment may be for not longer than the end of the school year in which the appointment occurs.

In the case of paragraph (v) the appointment may be for a period of up to one full school year.

The parties recognise that a temporary teacher may be appointed to a series of different temporary positions either within the school or at another school of the employer immediately following the cessation of a prior temporary appointment.

- (f) **"Graduate"** means a teacher who holds a degree from a recognised higher education institution.
- (g) **"Equivalent Qualifications or Equivalent Course"** means qualifications or a course, as the case may be, which is specified by Annexure A of this award as being equivalent to a particular qualification or course prescribed by this award, which the employer and teacher agree as being equivalent to the qualification or course prescribed by the clause in question in this award or which the Industrial Relations Commission of NSW determines as being so equivalent.
- (h) **"Recognised School"** means a school registered under the provisions of the Education Act 1990 or any registered special school within the meaning of that Act or school for children with disabilities.
- (i) **"Recognised Higher Education Institution"** means an Australian university recognised by the relevant Australian tertiary education authority from time to time or a former College of Advanced Education recognised by the Tertiary Education Commission.
- (j) **"Degree"** means a course of study at a recognised higher education institution of at least three years full-time duration or its part-time equivalent.
- (k) **"Graduate Diploma"** means a course of study at a recognised higher education institution of at least one year's full-time duration or its part-time equivalent.
- (l) **"Teacher Not Otherwise Classified"** means a teacher who is not Two, Three, Four or Five Years Trained nor Conditionally Classified Two, Three or Four Years Trained.
- (m) **"Two Years Trained Teacher"** means:
- (i) A teacher who has satisfactorily completed a two years full-time course in teacher education at a recognised higher education institution; or
  - (ii) A teacher who has acquired other equivalent qualifications (as defined in paragraph (g) above).
- (n) **"Three Years Trained Teacher"** means:
- (i) A teacher who has satisfactorily completed a three years full-time course in teacher education at a recognised higher education institution; or
  - (ii) A teacher who has acquired other equivalent qualifications (as defined in paragraph (g) above).
- (o) **"Four Years Trained Teacher"** means:
- (i) A teacher who is a graduate in Education (four years full-time course); or
  - (ii) A teacher who is a graduate who in addition has satisfactorily completed at least a one year's full-time course in teacher education which contains units relating to teaching theory and practice at a recognised higher education institution; or
  - (iii) A teacher who in addition to satisfying the requirements for classification as a Three Years Trained Teacher, has been awarded a Graduate Diploma at a recognised higher education institution; or
  - (iv) A teacher who has acquired other equivalent qualifications (as defined in paragraph (g) above).

- (p) **"Five Years Trained Teacher"** means:
- (i) A teacher who has satisfactorily completed a degree requiring a minimum of four years' full-time study from a recognised higher education institution and who, in addition, has satisfactorily completed a one year's full-time course in teacher education which contains units relating to teaching theory and practice; or
  - (ii) A Four Years Trained Teacher who, in addition, has satisfactorily completed either a Masters or Doctorate degree from a recognised higher education institution; or
  - (iii) A teacher who has obtained other equivalent qualifications.
- (q) **"Conditionally Classified Two Years or Three Years Trained Teacher"** means; a teacher who has attempted all of the requirements for the course of teacher education but has not yet satisfied the requirements to be granted the qualification. The classification "Conditionally Classified Two Years Trained Teacher" shall only apply to persons classified as such and who were employed on or before 29 January 2006.
- (r) **"Conditionally Classified Four Years Trained Teacher"** means a teacher who is a graduate other than a graduate to whom subclause (o) of this clause applies.
- (s) **"Teacher-Librarian"** means a teacher appointed as such.
- (t) **"Senior Teacher 1"** means a teacher classified as such. In the case of List D employers (except Mt. St. Benedict School, Pennant Hills; St. Augustine's College, Brookvale; St Gregory's College Campbelltown; and St. Scholastica's College, Glebe) such classification shall have been prior to the introduction of this award.
- (u) **"Primary Department"** means that section or division of a school which provides a primary education (including infants) and includes a school which provides a primary education only.
- (v) **"Secondary Department"** means that section or division of a school which is not a primary department and includes a school which provides a secondary education only.
- (w) **"Assistant Principal"** means a teacher appointed as such, who assists the Principal in his/her responsibility for the conduct and organisation of the school.
- (x) **Positions of Special Responsibility:**
- (i) **"Co-ordinator 1"** means a teacher appointed as such with duties as determined by the employer or as set out in the relevant employer enterprise agreement.
  - (ii) **"Co-ordinator 2"** means a teacher appointed as such with duties as determined by the employer or as set out in the relevant employer enterprise agreement.
  - (iii) **"Co-ordinator 3"** means a teacher appointed as such with duties as determined by the employer or as set out in the relevant employer enterprise agreement.
  - (iv) **"Senior Teacher 2"** means a teacher appointed as such with duties as determined by the employer or as defined in the relevant employer enterprise agreement.
- (y) **"Union"** means the New South Wales Independent Education Union.
- (z) **"Employer"** means an employer covered by this award pursuant to subclause 23.2, Area, Incidence and Duration, of the award.

- (aa) **“Employing Authority”** means an employer bound by either this award, the Teachers (Archdiocese of Sydney and Dioceses of Broken Bay and Parramatta) (State) Award 2004 published on 18<sup>th</sup> March 2005 at [349IG ], the Teachers (Country and Regional Dioceses) (State) Award 2004 published on 17<sup>th</sup> December 2004 at [347IG ] or the Teachers (Independent Schools) (State) Award 2004 published 17<sup>th</sup> June 2005 at [351 IG875] or any award or agreement replacing such awards.
- (bb) **“Service Date”** means the usual commencement date of employment at a school for teachers who are to commence teaching on the first day of the first term.
- (cc) **“Statement of Service”** ” means a statement from an employer on official letterhead that contains a start date, termination date, whether service was full-time, part-time or casual, whether any paid promotions positions were held and whether any leave without pay was taken.

### 3. TERMS OF ENGAGEMENT

#### 3.1 Letter of Appointment

The employer shall provide a teacher (other than a casual teacher), on appointment, with a letter stating inter alia the classification and rate of salary as at appointment, the normal teaching load that will be required and an outline of superannuation benefits available to teachers at the school.

#### 3.2 Selection and Appointment Procedures.

Normally, teaching positions except temporary positions of up to one term's duration and casual positions will be appropriately advertised and appointments will be made following a selection process. Such appointments will be made on the basis of merit and suitability in accordance with documented employer selection process and appointment procedures.

#### 3.3 Normal Duties

The normal duties of teachers shall include playground duties, sports duties, and usual co-curricular or extra-curricular activities and, in relation to teachers appointed to residential positions, the usual residential and other duties as required.

#### 3.4 Meal Break

A teacher shall be entitled to a minimum of 30 consecutive minutes as a meal break during which period a teacher shall not be required to hold meetings, supervise, teach or coach sport, team games, cultural or academic activities.

#### 3.5 Teacher Skill Development

- (a) **Induction** - A teacher in his or her first year of experience shall participate in an induction process of one year's duration, **provided that** in certain circumstances the teacher and the employer may agree that the teacher should participate in the induction process for a further year.

The induction process shall be determined by the employer or the Principal in consultation with the teacher to assist the teacher's professional development, which shall be reviewed regularly throughout the year.

The employer may provide a written statement to the teacher not later than four weeks before the end of the school year outlining the teacher's progress and development.

- (b) A teacher may request and be given from time to time by the employer or the Principal appropriate documentation as evidence of the teacher's professional development and experience. These documents may, if the teacher wishes, form a portfolio which shall remain the property of the teacher.
  - (c) Where the employer considers that a problem exists in relation to the teacher's performance the employer shall not use any agreed teacher development process in substitution for, or as alternative to, in whole or in part, procedures which apply to the handling of such problems.
  - (d) A teacher returning to teaching after an absence of five or more years shall be offered support through an induction process as provided for in paragraph (a) of this subclause with appropriate modification and shall be expected to participate as appropriate.
- 3.6 An employer may direct a teacher to carry out such duties as are within the limits of the teacher's skill, competence and/or training.
- 3.7 Upon the termination of service of a teacher (other than a casual teacher), the employer shall provide a statement of service.
- 3.8 Upon request, a casual teacher shall be supplied with a statement setting out the number of days of duty undertaken by the casual teacher during the period of the engagement, provided such request is made during or on termination of the casual engagement.

#### **4. SALARIES AND RELATED MATTERS**

##### **4.1 Salaries Payable**

- (a) The minimum annual rate of salary payable to full-time teachers in schools shall be in accordance with the relevant table of Part B, Monetary Rates as set out below. Fortnightly salaries shall be ascertained by multiplying the annual salary by 14 and dividing by 365 with the answer rounded to two decimal points.

Employer	Relevant Table of Part B, Monetary Rates	
<b>List A</b> St Clare's College, Waverley	Table 1A Table 2A	Annual Salary Coordinator and Assistant Principal Allowances
<b>List AA</b> Chevalier College, Bowral Rosebank College, Five Dock St Mary Star of the Sea College, Wollongong St Vincent's College, Potts Point	Table 1AA Table 2AA	Annual Salary Coordinator and Assistant Principal Allowances
<b>List B</b> Brigidine College, St Ives Our Lady of Mercy College, Parramatta Santa Sabina College, Strathfield	Table 1B Table 2B	Annual Salary Coordinator and Assistant Principal Allowances
<b>List C</b> (Schools operated by the Trustees of the Christian Brothers)  Christian Brothers High School, Lewisham Edmund Rice College, Wollongong St Dominic's College, Penrith St Edmund's School, Wahroonga St Edward's College, East Gosford St Gabriel's School for Hearing Impaired Children, Castle Hill St Patrick's College, Strathfield St Pius X College, Chatswood Waverley College, Waverley	Table 1C Table 2C	Annual Salary Coordinator and Assistant Principal Allowances
<b>List D</b> Berne Education Centre, Lewisham Boys' Town, Engadine Holy Saviour School, Greenacre Mater Dei Mt St Benedict College, Pennant Hills Mt St Joseph Milperra Oakhill College, Castle Hill Our Lady of Lebanon College, Harris Park Red Bend Catholic College, Forbes St. Augustine's College, Brookvale St Charbel's College, Punchbowl St Gregory's Armenian College, Rouse Hill St Gregory's College, Campbelltown St Joseph's College, Hunters Hill St Lucy's School, Wahroonga St Maroun's College, Dulwich Hill St Patrick's College, Campbelltown St Paul's International College, Moss Vale St Scholastica's College, Glebe Trinity Catholic College, Lismore	Table 1D Table 2D(i)  Table 2D(ii)	Annual Salary Coordinator and Assistant Principal Allowances Salary for Assistant Principals at Oakhill College, Castle Hill and Our Lady of Lebanon College, Harris Park



(b) **Five Years Trained Teacher**

A Five Years Trained Teacher shall commence on Step 6 and progress according to years of service to Step 13.

(c) **Four Years Trained Teacher**

A Four Years Trained Teacher shall commence on Step 5 and progress according to years of service to Step 13.

(d) **Three Years Trained Teacher**

(i) A Three Years Trained Teacher shall commence on step 3 and progress according to years of service to step 13.

(ii) A Three Years Trained Teacher shall include a teacher deemed as such immediately prior to 17 August 1990;

(iii) A Three Years Trained Teacher on Steps 3 to 8, who by further study completes the equivalent of one year of full-time study of a degree course, shall have his or her salary advanced one increment with retention of normal incremental date and shall thereafter progress in accordance with normal years of service to Step 13 of the scale.

(e) **Two Years Trained Teacher**

(i) A Two Years Trained Teacher shall commence on step 2 and progress according to years of service to step 13, subject to satisfying the requirements of sub-paragraph (ii) of this paragraph.

(ii) A Two Years Trained Teacher who has completed at least one year on Step 9 and who has completed 120 hours of professional development outside of school hours and pupil-free days over a period of five years prior to the teacher's application for progression may apply for progression to Step 10 and thereafter progress to Step 13 after completion of one year's service on each of Step 10, Step 11 and Step 12. The progression may be awarded by an employing authority in accordance with sub-clause 4.7 of this clause.

(iii) A Two Years Trained Teacher who by further study satisfactorily completes the equivalent of one year of full-time study of a degree course, shall be deemed a Three Years Trained Teacher and shall be paid an additional increment with retention of incremental date and shall thereafter progress in accordance with normal years of service to Step 13.

(f) **Conditionally Classified Two Years Trained Teacher**

A Conditionally Classified Two Years Trained Teacher shall commence on Step 2 and progress according to years of service to Step 6; provided that a teacher shall, after 15 years' service, progress to Step 7 and shall thereafter progress according to years of service to Step 9.

(g) **Conditionally Classified Three Years Trained Teacher**

A Conditionally Classified Three Years Trained Teacher shall commence on Step 3 and progress according to years of service to Step 6; provided that a teacher shall, after 15 years service, progress to Step 7 and shall thereafter progress according to years of service to Step 9.

(h) **Conditionally Classified Four Years Trained Teacher**

A Conditionally Classified Four Years Trained Teacher shall commence on Step 5 and progress according to years of service to Step 9; provided that a teacher shall, after 15 years service, progress to Step 10 and shall therefore progress according to years of service to Step 13.

(i) **Teacher Not Otherwise Classified**

A Teacher Not Otherwise Classified shall commence on Step 1 and progress according to years of service to Step 6.

(j) **Previous Award Classification**

Teachers employed immediately prior to the making of this award shall be deemed to be classified under this award at a level not less than that which applied under the previous award and shall be deemed to have years of service as at the making of this award calculated in accordance with the provisions of the previous award.

**4.2 Special Education Teacher Allowance**

- (a) Teachers appointed to teach classes of children with a disability shall be paid in addition to the salaries provided for in subclause 4.1 of this clause an allowance as set out in Item 1 of Table 3 - Other Rates, of Part B, Monetary Rates.
- (b) A principal teacher of a school for children with a disability shall be paid, in addition to the salaries provided in the scales and the allowances provided in paragraph (a) of this subclause, a further allowance at the rate as set out in Item 2 of the said Table 3 for each member of staff being supervised; provided that the maximum payment for such further allowance shall be as set out in Item 3 of Table 3.

**4.3 Credit For Previous Teaching Service**

- (a) For the purpose of calculating credit for previous teaching service, teaching service in recognised schools or in schools certified or registered under the appropriate legislation in other states or territories of the Commonwealth of Australia shall count as follows:
- (i) Any employment as a full-time teacher (including employment as a temporary full-time teacher), shall be counted as service;
- (ii) The amount of service of a part-time teacher (including a temporary part-time teacher) shall be calculated in proportion to the full-time teaching load of a teacher at the school;
- (iii) Service as a casual teacher shall be credited to on the basis that 204 days of casual service are equal to a year of service.
- (b) When calculating previous teaching service one year of service may be deducted for every continuous period of five years' absence from teaching except where the teacher was for most of the period of absence wholly engaged in child-rearing or engaged in other service recognised in accordance with subclause 4.4.

**4.4 Credit for Other Service**

(a) **Teaching Service and Relevant Industry Experience**

Full-time service in a recognised teaching institution other than a recognised school or in a field directly related to teaching which is relevant to the position the teacher is

employed in (eg. employment as a musician for a music teacher, employment in a trade for industrial arts) on the basis of one service increment for each year of full-time employment, up to a maximum of four increments.

Exception:

This paragraph does not apply to St Lucy's School, Wahroonga.

**(b) Other Industry Experience**

Full-time service at age 21 or more in any paid occupation in commerce, industry or government as deemed directly relevant to employment as a teacher by the employer on the basis of one increment for each three years of service to a maximum of four increments.

Exception:

This paragraph does not apply to St. Lucy's School, Wahroonga.

**(c) Child-Rearing**

A teacher who has been primarily engaged in child rearing, shall have such period recognised upon return to teaching on the basis of one increment for each continuous three years of child rearing, to a maximum of four increments.

Provided that accreditation for child rearing shall only be granted on the basis that:

- (i) only one parent will receive the benefit for any particular period of child rearing;
- (ii) full-time child rearing will be regarded as the time before the child attains six years of age or is enrolled in full-time schooling, whichever is the earlier, and
- (iii) paid employment, except as a casual teacher in a New South Wales non-government school or in limited casual employment elsewhere, will be taken to break the continuity of full-time child rearing.

For the purpose of calculating the period of child rearing in this paragraph, parental leave will be included to the extent that the leave occurs after the birth of the child or where prior to the birth of the child the teacher was engaged in child rearing of another of his or her children, the whole period of parental leave will be used when calculating the period of child rearing.

Exception:

This paragraph shall not apply to St. Augustine's College, Brookvale nor St Lucy's School, Wahroonga.

- (d) A teacher shall not be entitled to more than four increments in total from paragraphs (a), (b) and (c) of this subclause.

**4.5 Process for Applying for Credit for Service**

- (a) Upon application for employment a teacher shall be advised in writing of all types of previous service (including child-rearing, full-time and part-time teaching, casual teaching, industry experience, other teaching outside schools, etc) recognised under this award and of the documentation required to substantiate such previous service.
- (b) An application by a teacher for recognition of previous teaching service or industry experience pursuant to subclauses 4.3 and 4.4 of this clause shall be supported by a statement of service on official letterhead (or similar statement in the case of employment by an employer other than an educational institution) which establishes the

period of service to be recognised. An application by a teacher for recognition of a period of child-rearing shall be supported by a statutory declaration establishing the period of child-rearing to be recognised and a copy of the child's birth certificate.

- (c) An application for recognition of previous service (including child-rearing) pursuant to subclauses 4.3 and 4.4 of this clause shall be granted, if successful, from the date the application was received by the employer. However in the case where the application was received within one school term of the date the teacher commenced employment with the employer, the application shall be granted from the date of commencement.

#### 4.6 Progression (Completion of Qualifications)

- (a) The transfer to a higher salary step of a teacher who has completed a course of training which makes the teacher eligible to be so transferred and the further incremental progression of such teacher on the salary scale, shall be effected in accordance with this subclause.

- (b) (i) A teacher seeking such transfer shall make application in writing to the employer and shall attach to such application documentary evidence establishing that the teacher has had or will have conferred on him or her the diploma, degree or equivalent recognition of the completion of the course of training which makes the teacher eligible to transfer;

- (ii) Where an application is made under subparagraph (i) of this paragraph which establishes that a teacher is eligible to transfer to a higher salary step, such transfer shall take effect:

- (A) from the beginning of the first pay period to commence on or after the date the teacher undertook the last paper in the final examination in the course of training which creates the eligibility for transfer, or from the beginning of the first pay period to commence on or after the date of completion of formal course requirements, whichever is the later;

**provided that** the application for transfer is received by the employer no later than the first school day of the school term following the completion of such course of training; or

- (B) where the application for transfer is not received by the employer within the time specified in (A), from the beginning of the first pay period to commence on or after the date on which the employer receives such application;

- (iii) A teacher who is transferred to a higher salary step in accordance with this subclause, shall, for the purpose of further incremental progression after such transfer, retain his or her normal salary incremental date.

**Provided that** if the transfer of the teacher to the higher salary step coincides with the teacher's normal salary incremental date, the increment shall be applied prior to the teacher being transferred to the higher step.

- (c) A teacher who is Two Years Trained, Three Years Trained or Four Years Trained, who completes a course of training which entitles the teacher to be classified as Three Years Trained, Four Years Trained or Five Years Trained, as the case may be, shall progress to the step on the salary scale which shall be determined by the teacher's years of service on the lower classification and the teacher's new qualifications and the teacher shall retain his or her normal incremental salary date.

- (d) A teacher who is Conditionally Classified Two Years Trained, Conditionally Classified Three Years Trained, Conditionally Classified Four Years Trained or Not Otherwise Classified who completes a course of training which entitles the teacher to be classified

to a higher classification shall progress to the step on the salary scale which is determined by the teacher's new qualifications and such step as is closest to the teacher's salary prior to progressing and which shall result in an increase in the teacher's salary.

#### 4.7 Senior Teacher 1

- (a) For List A employers, List B employers, List C employers, Mt St Benedict College, Pennant Hills; St Augustine's College, Brookvale; St Gregory's College, Campbelltown; and St Scholastica's College, Glebe:

A Five or Four Years Trained Teacher who has completed twelve months on Step 13 may apply to be classified as a Senior Teacher 1, with salary as set out in the relevant table of Part B, Monetary Rates (as determined by subclause 4.1(a) of this award) pursuant to paragraph (b) of this subclause.

- (b) A teacher referred to in paragraph (a) of this subclause, who, on application, is assessed by the employer as a highly skilled and competent teacher in accordance with the following criteria shall be classified or progress as provided in paragraph (a) of this subclause:

- (i) Tertiary Study

Courses of study undertaken at an approved tertiary institution; or

- (ii) In-Service

In-service accredited by the Principal of the school, which is conducted by the NSW Department of Education and Training, the employer, an employer organisation, a professional association or other relevant body; and

- (iii) Professional Involvement

Participation in a wide range of professional activities at classroom, school or community levels as follows:

- (A) Work relating to classroom activities – involvement in curriculum/resource development and planning; involvement in reflective and adaptive classroom practice; including:

- Knowledge and preparation of syllabus content;
- Relevance of methodology used;
- Class rapport, tone, discipline and motivation.

- (B) Involvement beyond the classroom – sharing; learning knowledge and skills with and from peers; involvement in cooperative planning.

- (C) As a member of the Whole School – effective involvement as a team member; effective contribution to the life of the school.

A teacher should be assessed as highly skilled and competent on the basis of the teacher's professional involvement and shall have participated in a satisfactory level of in-service or tertiary study.

- (c) A Three Years Trained Teacher or Two Years Trained Teacher who was assessed as a highly skilled and competent teacher pursuant to subclause 4.7 of the previous award

and who subsequently completes a course of training which makes the teacher eligible to be reclassified as Five Years Trained or Four Years Trained pursuant to subclause 4.6, Progression (Completion of Qualifications), shall also be classified as Senior Teacher 1 on such reclassification, provided that the teacher shall have completed nine years of service.

- (d) By agreement with the employer, assessment of a teacher in accordance with paragraph (b) of this subclause shall be by an Assessment Panel.

A teacher who is eligible pursuant to paragraph (a) of this subclause may apply to an Assessment Panel for reclassification or progression.

The Assessment Panel shall comprise the Principal of the teacher's school (or nominee of the Principal), a nominee of the employer, and a teacher who is a member of the staff at the school elected by the staff (pursuant to a procedure agreed between the IEU and the employer or the employer representative).

The Assessment Panel shall make a recommendation to the employer in accordance with the criteria contained in paragraph (b) of this subclause. In making its recommendations, the Panel may consider the following:

- (i) Documentation supplied by the applicant;
- (ii) A report (or more than one, if appropriate) on the teacher's performance related to the criteria prepared by the applicant's supervisor (or supervisors, if appropriate) and provided to the applicant not less than one week prior to the consideration by the Panel of the application;
- (iii) An interview with the applicant, if the applicant or Panel so requests;
- (iv) Knowledge by the Panel of the teacher's work in the school.

Where an Assessment Panel does not recommend an application by a teacher for reclassification or progression, it shall state its reasons to the employer who should indicate to the teacher areas where the Panel considers improvement is required to meet the criteria.

- (e) A recommendation for classification or progression pursuant to this subclause, if approved by the employer, shall take effect from the beginning of the first full pay period after the teacher is eligible for such classification or progression or from the date of application by the teacher, where such date is after the date on which the teacher becomes eligible. In the case of the teacher who becomes eligible during a period of paid leave, such classification or progression shall take effect from the date of eligibility.

#### 4.8 **Future of Senior Teacher 1**

- (a) List B Employers (except Brigidine College, St Ives)

The union and List B employers have agreed that the classification of Senior Teacher 1 shall be retained until the expiry of this award.

The parties have also agreed that the Senior Teacher 1 application process shall remain unchanged for each employer notwithstanding the provision for an amended procedure that may be endorsed by way of mutual agreement between an employer and its teachers to which the amended procedure relates.

- (b) List C Employers

The union and List C employers have agreed that the classification of Senior Teacher 1 shall be retained until 31 December 2008. List C employers reserve the right to review the classification at that time, including consideration of its phase-out.

#### 4.9 Payment of Salary

- (a) The salary payable to any teacher other than a casual teacher pursuant to this clause, shall be payable fortnightly.
- (b) The salary payable to any teacher, pursuant to this clause, shall be payable at the election of the employer by either cash, cheque or Electronic Funds Transfer into an account nominated by the employee.

#### 4.10 Payment of Part-Time Temporary and Casual Teachers

- (a)
  - (i) Subject to subparagraph (ii) of this paragraph, a part-time teacher, including a temporary part-time teacher, shall be paid at the same rate as a full-time teacher with the corresponding classification but in that proportion which the number of hours which are normal teaching hours bear to the hours which a full-time teacher at the school is normally required to teach.
  - (ii) A part-time teacher-librarian, including a temporary part-time teacher-librarian, shall be paid at the same rates as a full-time teacher-librarian with the corresponding classification, but in that proportion which the number of hours which are the normal working hours bears to the hours a full-time teacher-librarian at the school is normally required to work. If there is no full-time teacher-librarian employed at the school, the proportion shall be based upon the number of hours which a full-time teacher-librarian at the school would be required to work if employed.
  - (iii) No part-time teacher shall be required to attend school on any day on which he or she is not required to teach, except to attend occasional school activities as reasonably required. A part-time teacher shall be allocated other duties on a pro-rata basis.
- (b) The salary payable to a casual teacher shall be the appropriate rate in subclause 4.1 in accordance with years of full-time service, divided by 204 in the case of a daily payment, 408 in the case of a half daily payment, plus an additional 5% loading, provided that the maximum rates payable shall be as follows:

Classification	Step
Four Years Trained	8
Three Years Trained	7
Two Years Trained	5
Not Otherwise Classified	1
Conditionally Classified Four Years Trained	7
Conditionally Classified Three Years Trained	6
Conditionally Classified Two Years Trained	4

The said rate includes the pro-rata payment in respect of annual holidays to which the teacher is entitled in accordance with the Annual Holidays Act 1944.

#### 4.11. Travelling Expenses

- (a) Where the use of a vehicle is required in connection with employment, other than for journeys between home and place of employment, the teacher shall be paid an allowance as set out in Item 4 of Table 3 - Other Rates, of Part B Monetary Rates.
- (b) Travelling and other out of pocket expenses reasonably incurred by a teacher in the course of duties required by the employer, shall be reimbursed by the employer.

#### 4.12 **Payment for Supervision of Student Teachers**

Where supervision of the teaching of a student teacher is required as a part of duty, the teacher shall receive all payments made by the Student Teachers' Training Institution for such supervision.

#### 4.13 **Overpayment**

Where an employer becomes aware that payments have been made over or under entitlements the teacher shall be notified and the parties shall attempt to reach agreement on the money due or to be recovered. If the parties are unable to reach agreement, either party may have recourse to the Disputes Procedure.

#### 4.14 **Annual Remuneration**

- (a) Notwithstanding subclause 4.9, an employer may offer and a teacher may elect to receive his or her annual remuneration as a combination of salary (payable fortnightly) and benefits payable by the employer. The sum total of such salary, benefits, Fringe Benefits tax and employer administrative charge will equal the appropriate salary prescribed by subclause 4.1, subclause 4.2 and subclause 5.1.
- (b) The employer will determine the range of benefits available to the teacher and the teacher may determine the mix and level of benefits as provided in paragraph (a) of this subclause.
- (c) Any payment calculated by reference to the teacher's salary and payable either:
  - (i) during employment; or
  - (ii) on termination of employment; or
  - (iii) on death

shall be at the rate prescribed by subclause 4.1, subclause 4.2 and subclause 5.1.

## **5. PROMOTION POSITIONS**

### 5.1 **Allowances**

- (a) The allowances for Positions of Special Responsibility shall be in addition to the salary applicable to the appointee provided the Assistant Principal at Oakhill College, Castle Hill and Our Lady of Lebanon College, Harris Park shall receive the salary only specified in the relevant table.
- (b) The allowance for Coordinator and Assistant Principal positions shall be as set out in –
  - Table 2A for List A employers;
  - Tables 2B for List B employers;



- Table 2C for List C employers; and
- Table 2D(i) for List D employers, provided that in the case of Assistant Principals employed by Oakhill College, Castle Hill and Our Lady of Lebanon College, Harris Park the salary shall be as set out in Table 2D(ii);

With respect to List D employers except Oakhill College, Castle Hill, Our Lady of Lebanon College, Harris Park, Mt St Benedict College, Pennant Hills, St Augustine's College, Brookvale, St Gregory's College, Campbelltown and St Scholastica's College, Glebe, an Assistant Principal who is classified as Senior Teacher 1 shall also receive the allowance set out in Table 2D(i). Such allowance shall be in addition to the salary applicable to the appointee.

(NOTATION: refer to clause 4.1(a) of this award for the list of employers in each category.)

## 5.2 Acting Appointments

If an employer appoints a teacher to act in a promotion position for at least ten consecutive school days, the employer must pay the teacher the rate of allowance prescribed for that position.

## 5.3 Appointment on Merit

All appointments will be made on the basis of merit and suitability in accordance with documented employer selection and appointment procedures and will normally and appropriately be advertised. Upon appointment, an employee will be informed of professional expectations and duties.

- 5.4 The minimum number of promotion positions required to be appointed shall be as set out in subclause 5.5, provided that where there is a programme of work in an area of instruction (including curriculum sporting instruction) in a Secondary Department the hours of which aggregate more than 54 hours per week averaged over the school year, a Coordinator 2 shall be appointed to co-ordinate such area of instruction.

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 108 hours per week averaged over the school year. Where hours per week exceed 108 hours per week, the area of instruction shall 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.

## 5.5 Promotion Positions - Primary and Secondary Departments

- (a) The position of Assistant Principal shall be appointed where the enrolment at the previous year's census date in a Secondary Department exceeds 200 students or in a Primary Department where the enrolment at the previous year's census date exceeds 100 students. Provided that an Assistant Principal need only be appointed in a Primary Department where the school only consists of a Primary Department or the Primary Department of the school is at a different location from the Secondary Department.
- (b) The minimum number of Positions of Special Responsibility required to be appointed in a Secondary Department shall be determined in accordance with the points as set out in the following table:

Secondary Enrolments at Previous Year's Census Date	Number of Points
1 – 200	2
201 – 300	4
301 – 400	6
401 – 500	8
501 – 600	12
601 – 700	14
701 – 800	22
801 – 900	22
901 +	24

Note: This table does not include the positions of Principal or Assistant Principal.

The number of Positions of Special Responsibility required to be appointed shall be calculated by allowing one point for each Co-ordinator 1, two points for each Co-ordinator 2 and three points for each Co-ordinator 3.

- (c) The minimum number of Positions of Special Responsibility required to be appointed in a Primary Department shall be determined in accordance with the points as set out in the following table:

Primary Enrolments at Previous Year's Census Date	Number of Points
1 – 100	-
101 – 200	-
201 – 250	2
251 – 300	2
301 – 400	2
401 – 500	4
501 – 600	4
601 – 700	6
701 – 800	6
801 +	6

Note: This table does not include the positions of Principal or Assistant Principal.

The number of Positions of Special Responsibility required to be appointed shall be calculated by allowing one point for each Co-ordinator 1, two points for each Co-ordinator 2 and three points for each Co-ordinator 3.

## 5.6 Period of Appointment

The period of appointment shall be as agreed between the employer and teacher on appointment or as specified in the relevant employer enterprise agreement.

## 6. TEACHER LIBRARIANS

For classifications and duties of teacher-librarians refer to Annexure A – Teacher Classifications, Teacher – Librarians and Temporary Teachers.

## 7. ANNUAL ADJUSTMENT OF SALARY

7.1 This clause will apply:

- (a) in lieu of the corresponding provisions of the Annual Holidays Act 1944; and
- (b) notwithstanding any other provisions in this award.

7.2 The provisions of this clause shall apply as set out in the relevant subclauses where:

- (a) a teacher (other than a casual teacher) commences employment after the school service date;
- (b) a teacher (other than a casual teacher) takes approved leave without pay or parental leave for a period which (in total) exceeds 20 pupil days in any year; or
- (c) the normal teaching hours of the teacher have varied since the school service date.

7.3 Calculation of Payments

- (a) A payment made pursuant to paragraph (a) or (b) of subclause 7.2 shall be calculated in accordance with the following formula:

$$\text{Step 1} \quad \frac{A \times B}{C} = D$$

$$\text{Step 2} \quad D - E = F$$

$$\text{Step 3} \quad \frac{F \times G}{2} = H$$

where:

**A is** the number of term weeks worked by the teacher since the school service date

**B is** the number of non-term weeks in the school year

**C is** the number of term weeks in the school year

**D is** the result in weeks

**E is** the number of non-term weeks worked by the teacher since the school service date

**F is** the result in weeks

**G is** the teacher's current fortnightly salary

**H is** the amount due

- (b) A payment made pursuant to paragraph (c) of subclause 7.2 to a teacher whose normal teaching hours have varied shall be calculated in accordance with the following formula:

$$\text{Step 1} \quad A - B = C$$

$$\text{Step 2} \quad \frac{C \times D}{E} = F$$

$$\text{Step 3} \quad F - B = G$$

where:

**A is** the total salary paid to the teacher since the school service date

**B is** the salary paid to the teacher in respect of non-term weeks since the school service date

**C is** the salary paid to the teacher in respect of term weeks since the school service date

**D is** the total number of non-term weeks in the school year

**E is** the total number of term weeks in the school year

**F is** the result in dollars

**G is** the amount due

#### **7.4 Teachers who Commence Employment after the School Service Date**

- (a) A teacher who commences employment after the school service date shall be paid from the date the teacher commences provided that, at the end of Term IV, the teacher shall be paid an amount calculated pursuant to subclause 7.3 of this clause and shall receive no other salary until his or her return to work in the following school year.
- (b) In each succeeding year of employment, the anniversary of appointment of the teacher for the purposes of this clause shall be deemed to be the school service date.

#### **7.5 Teachers who Take Approved Leave Without Pay or Unpaid Parental Leave**

Where a teacher takes leave without pay or unpaid parental leave with the approval of the employer for a period which (in total) exceeds 20 pupil days in any year, the teacher shall be paid salary calculated in accordance with this clause as follows:

- (a) If the leave commences and concludes in the same school year payment shall be calculated and made at the conclusion of Term IV of that school year.
- (b) If the leave is to conclude in a school year following the school year in which the leave commenced:
  - (i) at the commencement of the leave a payment shall be calculated and made in respect of the school year in which the leave commences; and
  - (ii) at the end of Term IV in the school year in which the leave concludes a payment shall be calculated and made in respect of that school year.
- (c) Where a teacher who has received a payment pursuant to paragraph (b) of this subclause returns from leave in the same year rather than the next school year as anticipated, then the teacher shall be paid at the conclusion of Term IV as follows:
  - (i) by applying the formula in subclause 7.3 as if no payment had been made to the teacher at the commencement of leave;
  - (ii) by deducting from that amount the amount earlier paid to the teacher.

#### **7.6 Teachers Whose Hours Have Varied**

Where the hours which a teacher normally teaches at a school have varied since the school service date in any school year and the teacher's employment is to continue into the next school year, the teacher shall be paid throughout the summer pupil vacation as follows:

- (a) the amount due pursuant to the formula in paragraph (b) of subclause 7.3 shall be calculated; and
- (b) the teacher shall continue to receive in each fortnight of the pupil vacation period the same amount as his or her ordinary pay in the last fortnight of the school term until the total amount received by the teacher during the pupil vacation period is the same as the amount calculated above.

(Note: this will have the consequence that the last fortnight of the pupil vacation period in which the teacher is paid the amount received will differ from the pay in the preceding fortnights).

- 7.7 Notwithstanding the provisions of paragraph (a) of subclause 7.1 a teacher shall not pursuant to this clause, be paid an amount in respect of a year of employment which is less than the amount to which the teacher would otherwise be entitled under the provisions of the Annual Holidays Act 1944, in respect of a year of employment.

## **8. ANNUAL HOLIDAY LOADING**

- 8.1 Subject to subclause 8.6 hereof, where a teacher, other than a casual teacher, is given and takes annual holidays commencing at the beginning of the school summer vacation each year, the teacher shall be paid an Annual Holiday Loading calculated in accordance with this clause.
- 8.2 The loading shall be payable in addition to the pay payable to the teacher for the period of the school vacation.
- 8.3 The loading shall be calculated:
- (a) in relation to such period of a teacher's annual holiday as is equal to the period of annual holiday to which the teacher is entitled for the time being under the Annual Holidays Act 1944 at the end of each year of employment, or where relevant;
  - (b) the period of annual leave calculated under subclause 8.6.
- 8.4 The loading shall be the amount payable for the period specified in subclause 8.3 or 8.6 at the rate of 17½ per cent of the weekly equivalent of the teacher's annual salary.
- 8.5 For the purposes of this clause, "salary" shall mean the salary payable to the teacher at 1 December of the year in which the loading is payable, together with, where applicable, the allowances prescribed by subclause 4.2 of clause 4, Salaries, and clause 5, Promotions Positions, but not including any other allowances or amount otherwise payable in addition to salary.
- Provided that** where subclause 8.6 of this clause applies, "salary" shall mean the salary (together with allowances payable as aforesaid) payable immediately prior to the payment made to the teacher pursuant to subclause 7.3 of clause 7, Annual Adjustment of Salary, or subclause 16.4 of clause 16 Termination.
- 8.6 Where a teacher receives a payment pursuant to paragraph (a) of subclause 7.3 or subclause 16.4 (other than a teacher terminated by the employer for misconduct) the teacher shall be entitled to that fraction of the annual holiday loading to which he or she would be entitled if he or she had worked for the whole school year which is equal to the number of term weeks worked by the teacher divided by the number of term weeks in the whole school year.

## **9. UNION MEMBERS AND REPRESENTATIVES**

- 9.1 Meetings of union members who are employed at the school may be held on the school premises at times and places reasonably convenient to both union members and the Principal.
- 9.2 The employer shall permit the union representative in the school to post union notices relating to the holding of meetings on a common room noticeboard.
- 9.3 The union representative shall be permitted in working hours (other than timetabled teaching time) to interview the employer or the Principal on union business. Such interview shall take place at a time and place convenient to both parties.

## **10. SICK LEAVE**

### **10.1 Entitlement**

Any full-time, temporary or part-time teacher shall be entitled to paid sick leave in respect of any absence on account of illness or injury, subject to the following conditions and limitations:

- (a) In respect of each year of service with an employer, the period of sick leave shall, subject to subclause 10.2 of this clause, not exceed in any year of service 25 working days on full pay.
- (b) A teacher shall not be entitled to paid sick leave for any period in respect of which such teacher is entitled to workers' compensation.
- (c) A teacher shall not be entitled to paid sick leave unless he or she notifies the Principal of the school (or such other person deputised by the Principal) prior to the commencement of the first organised activity at the school on any day, of the nature of the illness and of the estimated duration of the absence; provided that paid sick leave shall be available if the teacher took all reasonable steps to notify the Principal or was unable to take such steps.
- (d) The sick leave entitlement of a part-time teacher shall be in that proportion which the number of teaching hours of that teacher in a full school week bears to the number of teaching hours which a full-time teacher at the school is normally required to teach.
- (e) A temporary teacher shall be entitled to sick leave in that proportion which the period of appointment of the teacher bears to the length of the school year.
- (f) The teacher, if required by the employer, complies with subclause 10.4 of this clause.

### **10.2 Accumulation**

Sick leave shall accumulate from year to year as follows:

- (a) Untaken sick leave in any year of service with an employer shall be accumulated, provided that a teacher shall only be entitled to the sick leave accumulated in respect of the six years of continuous service immediately preceding the current year of service and the maximum accumulation shall not exceed 150 days on full pay.
- (b) Sick leave which accrues to a teacher at the commencement of a year of service pursuant to subclause 10.1 of this clause, shall be taken prior to the taking of any sick leave which the teacher has accumulated in accordance with this subclause.

### 10.3 Evidence of Sickness

- (a) In each year, with the exception of the first two days' absence due to illness, a teacher shall, upon request, provide a medical certificate addressed to the employer or, if the employer requires, to a medical practitioner nominated by the employer.
- (b) Where a teacher has taken frequent single days of sick leave, or taken extended sick leave such that the employer requires additional information in relation to the teacher's sickness, then the employer may take action in accordance with this subclause.
  - (i) The employer may arrange a meeting in order to clarify the position with the teacher. The employer shall invite the teacher to respond verbally to the issues raised by the employer. If the teacher is a union member, then the teacher may seek union advice and assistance.
  - (ii) After consideration of the teacher's response, the employer may
    - (a) require further evidence of illness; and/or
    - (b) request the teacher to obtain a second opinion from another doctor at the employer's cost; and/or
    - (c) request a more detailed estimation of the likely length of the absence; and/or
    - (d) require the teacher to obtain a medical report (at the employer's cost) in relation to the likely period of absence; and/or
    - (e) discuss with the teacher any other action.
  - (iii) The teacher may, if a member of the union, request that this matter be discussed at any stage between the union and the employer.
  - (iv) Action shall only be taken pursuant to (b) of this subclause following consultation between the Principal of the school and the employer.

### 10.4 Portability

- (a) Subject to paragraph (f), Exclusions, of this subclause, a teacher who was previously employed with another Catholic Independent School or Catholic Diocesan Employer as a full-time, part-time or temporary teacher, and is employed by a Catholic Independent School on or after 27 January 1998, shall be entitled to portability of sick leave in accordance with this subclause.
- (b) Untaken sick leave which has accumulated in accordance with subclause 10.2 since 3 February 1997 shall be credited to the teacher as their accumulated sick leave on the commencement of their employment with the Catholic Independent School..
- (c) For a teacher to be eligible for portability of sick leave under this clause, the teacher must satisfy the following criteria:
  - (i) The teacher has commenced employment with the Catholic Independent School within six months or two terms, whichever is the greater, of the teacher's employment terminating with the other Catholic Independent School or Catholic Diocesan Employer.
  - (ii) The former Catholic Independent School or former Catholic Diocesan Employer will provide to each employee, on the employee's termination of employment, a completed version of the form set out in Annexure B of this award, and the teacher

will provide the original completed form to the new Catholic Independent School within four school weeks of the commencement of employment.

- (d) For the purpose of this subclause “Catholic Independent School” shall mean an employer bound by this award, and “Catholic Diocesan Employer” shall mean the Archdiocese of Sydney or Canberra/Goulburn or the Diocese of Broken Bay, Parramatta, Armidale, Bathurst, Lismore, Maitland-Newcastle, Wagga Wagga (and the Trustees of the Diocese of Wagga Wagga), Wilcannia-Forbes and Wollongong.
- (e) Notwithstanding paragraphs (a) and (b) of this subclause, the maximum sick leave portable pursuant to this subclause shall be 150 days and the sick leave in any one year pursuant to paragraph (a) of subclause 10.1 shall not exceed 25 days (with one or more employers).
- (f) Exclusions

The following Catholic Independent Schools are excluded from the provisions of this subclause: Boys’ Town, Engadine; Our Lady of Lebanon College, Harris Park; St Augustine’s College, Brookvale, St Charbel’s College, Punchbowl; St Gregory’s Armenian College, Rouse Hill; and St Maroun’s College, Dulwich Hill.

## **11. CATHOLIC PERSONAL/CARER’S LEAVE**

### **11.1 Use of Sick Leave to Provide Care and Support for a Family Member**

- a) A teacher other than a casual teacher, with responsibilities in relation to a class of person set out in subparagraph (ii) of paragraph (c) who needs the teacher’s care and support, shall be entitled to use, in any year, in accordance with this subclause, 10 days of current and 30 days of accrued sick leave entitlement provided for at Clause 10 of the award, for absences to provide care and support for such persons when they are ill, or who require care due to an unexpected emergency. Such leave may be taken for part of a single day.
- (b) The teacher shall, if required,
  - (i) establish either by production of a medical certificate or statutory declaration, the illness of the person concerned and that the illness is such as to require care by another person, or
  - (ii) establish by production of documentation acceptable to the employer or a statutory declaration, the nature of the emergency and that such emergency resulted in the person concerned requiring care by the teacher.

In normal circumstances, a teacher must not take carer’s leave under this subclause where another person had taken leave to care for the same person.

- (c) The entitlement to use sick leave in accordance with this subclause is subject to:
  - (i) the teacher being responsible for the care of the person concerned; and
  - (ii) the family member being a parent, step-parent, spouse, grandchild, sibling, grandparent, child, step-child, foster child, adopted child and foster parent of the teacher or spouse.

Note: In the unlikely event that more than 10 days sick leave in any year is to be used for caring purposes the employer and employee shall discuss appropriate arrangements which, as far as practicable, take account of the employer’s and employee’s requirements.



Where the parties are unable to reach agreement the disputes procedure at clause 21 should be followed.

#### 11.2 Use of Sick Leave for a Pressing Domestic Necessity

- (a) Subject to paragraph 11.2 (c), for the purposes of this clause “pressing domestic necessity” means any reason at the discretion of the employer, provided that such discretion is not unreasonably withheld and is exercised so as not to contravene any applicable provisions of the Anti-Discrimination Act 1977.
- (b) A teacher, other than a casual teacher, with sick leave credits may apply to utilise such credits up to five of any current or accrued sick leave entitlement days in any one year of the teacher’s service, for any pressing domestic necessity other than to care for or support a person defined in subparagraph 11.1(c)(ii).
- (c) Where a teacher, other than a casual teacher, is not entitled to utilise sick leave credits pursuant to paragraph 11.1(a) he or she may access 10 days current and 30 days accrued sick leave for any pressing domestic necessity where the teacher is responsible for the care or support of a person not referred to in subparagraph 11.1(c)(ii).
- (d) The yearly entitlement for the purpose of pressing domestic necessity in paragraph 11.2(b) is non-cumulative.
- (e) If required, a teacher shall provide a written statement or other evidence supporting the application for Personal/Carer’s Leave for the purpose of pressing domestic necessity.

#### 11.3 Notification of Intention to Take Leave

In relation to sub-clauses 11.1 and 11.2, wherever practicable, a teacher shall give the employer notice prior to the absence of the intention to take leave. The teacher shall also provide the name of the person requiring care, that person’s relationship to the teacher, the nature of any pressing domestic necessity, the reasons for taking such leave and the estimated length of absence. If it is not practicable for the teacher to give prior notice of absence, the teacher shall notify the employer by telephone of such absence at the first opportunity on the day of absence.

#### 11.4 Unpaid Leave for Family Purpose

A teacher may elect, with the consent of the employer to take unpaid leave for the purpose of providing care and support to a person referred to in subparagraph 11.1(c)(ii) or paragraph 11.2(c) who is ill or who requires care due to an unexpected emergency.

#### 11.5 Entitlement for casual teachers

- (a) Subject to the requirements in paragraph 11.1(b) and subclause 11.3, casual teachers are entitled to not be available to attend work, or to leave work if they need to care for a person prescribed in subclause 11.1 (c) (ii) or 11.2(c) of this clause who is sick and requires care and support, or who requires care due to an unexpected emergency, or the birth of a child.
- (b) The employer and the teacher shall agree on the period for which the teacher will be entitled to not be available to attend work. In the absence of agreement, the teacher is entitled to not be available to attend work for up to 48 hours (i.e. two days) per occasion. The casual teacher is not entitled to any payment for the period of non-attendance.
- (c) An employer must not fail to re-engage a casual teacher because the teacher accessed the entitlements provided for in this clause. The rights of an employer to engage or not to engage a casual teacher are otherwise not affected.

## 12. PARENTAL LEAVE

### 12.1 Maternity Leave

- (a) A teacher who applies for maternity leave under Part 4 of Chapter 2 of the Industrial Relations Act 1996 and:
  - (i) is granted maternity leave for a period of fourteen weeks or longer by the employer; and
  - (ii) the date of birth is on or after 30 January 2006 shall be entitled to maternity leave in accordance with this sub-clause.
- (b) The maternity leave shall be paid for fourteen weeks at the rate of salary the teacher would have received, if the teacher had not taken maternity leave. (If the period of maternity leave granted to the teacher is for less than fourteen weeks then the period of paid maternity leave shall be for such lesser period). This period shall be inclusive of non term periods falling within the fourteen weeks, other than where a teacher works up until the last day of a term in which case the maternity leave shall be deemed to commence from the first day of the following school term. For the purpose of this paragraph, non-term periods shall not include the first four weeks of the school summer vacation period.
- (c) The teacher may elect to be paid during the period of paid leave in paragraph (b) of this sub-clause either in accordance with the usual employer payment schedule or as a lump sum payment in advance. In addition, if the Teacher requests and the employer agrees the final three weeks of the leave may be paid at half pay for a period of six weeks.
- (d) Where a teacher applies for a lump sum payment in advance under paragraph (c) of this sub-clause, the teacher shall give the employer at least one month's notice of intention.
- (e) If a teacher has commenced paid maternity leave and subsequently the teacher's pregnancy results in a miscarriage or a still birth, the teacher shall be entitled to retain payment in accordance with this clause equivalent to salary for the period of maternity leave taken by the teacher.
- (f) Paid maternity leave shall commence no earlier than one term prior to the expected date of birth.
- (g) The employer may deduct payment for any absence of the teacher (to which the teacher, but for this clause, would have been entitled under clause 10, Sick Leave) in the period four calendar weeks prior to the expected date of birth from the payment of paid maternity leave to which the teacher is entitled pursuant to this subclause.
- (h) Non term weeks within the period of paid maternity leave shall be deemed to be non term weeks worked by the teacher for the purpose of clause 7, Annual Adjustment of Salary and clause 15, Termination.
- (i) A teacher on paid maternity leave in accordance with this clause will not be employed as a casual employee by the employer during such paid leave.
- (j) Where a teacher gives birth to a child whilst on unpaid leave (other than maternity leave in relation to the birth of the same child) the teacher will be entitled to maternity leave in accordance with Part 4 of Chapter 2 of the Industrial Relations Act 1996. However, the teacher will not be entitled to an additional fourteen weeks payment in accordance with paragraph subclause (b) of this sub- clause.
- (k) Except as varied by this provision, Part 4 of Chapter 2 of the Industrial Relations Act 1996 shall apply.

## Notation

- (i) The employers are of the view that maternity 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.
- (ii) In order to facilitate the desirable practice referred to in paragraph (i) of this notation, the employers are prepared to extend the time of maternity leave beyond that maximum entitlement prescribed by the said Act should the employee agree to return from maternity leave at the commencement of the term immediately following the maximum period of leave required to be afforded by that Act.
- (iii) Transitional Arrangements – The provisions of the preceding award relating to paid maternity leave shall apply to a teacher whose baby is born on or after 1 January 2006 and before 30 January 2006.

## 12.2 Adoption Leave

- (a) A teacher who applies for adoption leave under Part 4 of Chapter 2 of the Industrial Relations Act 1996 and is granted such leave by the employer in accordance with these provisions, shall be entitled to payment of adoption leave under the same (or comparable) conditions as those set out in this clause in relation to paid maternity leave. Provided further that adoption leave shall only be payable in respect of one adopting parent of a child.
- (b) A teacher shall be entitled to one day's leave with pay for the purpose of adopting any child provided that he or she is not also entitled to payment of adoption leave pursuant to paragraph (a) of this sub-clause.

## 12.3 Paternity Leave

- (a) A teacher shall be entitled to one day's leave with pay on the date of his wife's confinement or on the day on which his wife leaves hospital following her confinement.
- (b) In addition to the entitlement in paragraph 12.3(a), a teacher shall be entitled, subject to this sub-clause, to take paternity leave in one continuous period not exceeding two weeks. Such leave shall be deducted from, and shall not exceed, the teacher's entitlement to Catholic Personal/Carer's Leave pursuant to clause 11 of this award.
- (c) The teacher shall be entitled to take such paternity 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 teacher to take leave at a time outside the period specified in this paragraph. If the teacher chooses to agree to the employer's request, such agreement shall be recorded in writing. Where the teacher does not agree, the leave shall be taken in accordance with this paragraph.
- (d) The entitlement to paternity leave in paragraphs 12.3(a) and (b) is inclusive of, and not in addition to, the teacher's entitlement to take unpaid paternity leave in accordance with the Industrial Relations Act, 1996.
- (e) The teacher must, at least 4 weeks before proceeding on leave pursuant to paragraph 12.3(b) above, give written notice of the dates on which he proposes to start and end the period of leave. The proposed dates may be varied by further written notice, subject to the provisions of paragraph 12.3(c) above.

## 12.4 Prior Service with Another Catholic Diocesan Employer or Catholic Independent School

For the purpose of eligibility for maternity leave and adoption leave pursuant to this clause, a teacher who is not eligible for such leave because he or she has less than twelve months continuous service as required pursuant to Section 57 of the Industrial Relations Act, shall nevertheless be deemed to have completed twelve months continuous service with the current employer if immediately prior to commencement of service with the current employer, he or she had twelve months continuous service with another Catholic Diocesan Employer or Catholic Independent School.

"Catholic Diocesan Employer" and "Catholic Independent School" shall have the same meaning as in sub-clause 10.4(d) of this award.

## 12.5 **Casual Teachers**

An employer must not fail to re-engage a regular casual teacher (see section 53(2) of the Industrial Relations Act 1996 (NSW)) because:

- (a) the teacher or teacher's spouse is pregnant; or
- (b) the teacher is or has been immediately absent on parental leave.

The rights of an employer in relation to engagement and re-engagement of casual teachers are not affected, other than in accordance with this clause.

## 12.6 **Right to Request**

- (a) A teacher entitled to parental leave may request the employer to allow the teacher:
  - (i) to extend the period of simultaneous unpaid parental leave up to a maximum of eight weeks;
  - (ii) to extend the period of unpaid parental leave for a further continuous period of leave not exceeding 12 months;
  - (iii) to return from a period of parental leave on a part-time basis until the child reaches school age;to assist the teacher in reconciling work and parental responsibilities.
- (b) The employer shall consider the request having regard to the teacher's circumstances and, provided the request is genuinely based on the teacher's parental responsibilities, may only refuse the request on reasonable grounds related to the effect on the workplace or the employer's business. Such grounds might include cost, lack of adequate replacement staff, loss of efficiency and the impact on customer service.
- (c) Teacher's request and the employer's decision to be in writing

The teacher's request and the employer's decision made under subparagraphs (a) (ii) and (iii) of this subclause must be recorded in writing.

- (d) Request to return to work part-time

Where a teacher wishes to make a request under subparagraph (a) (iii), such a request must be made as soon as possible before the date upon which the teacher is due to return to work from parental leave.

## 12.7 **Communication During Parental Leave**

- (a) Where a teacher 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 teacher held before commencing parental leave; and
  - (ii) provide an opportunity for the teacher to discuss any significant effect the change will have on the status or responsibility level of the position the teacher held before commencing parental leave.
- (b) The teacher shall take reasonable steps to inform the employer about any significant matter that will affect the teacher's decision regarding the duration of parental leave to be taken, whether the teacher intends to return to work and whether the teacher intends to request to return to work on a part-time basis.
- (c) The teacher shall also notify the employer of changes of address or other contact details which might affect the employer's capacity to comply with paragraph (a).

## 13. **LONG SERVICE LEAVE**

### 13.1 **Applicability of Long Service Leave Act 1955**

Except in so far as expressly varied by the provisions of this clause, the provisions of the said Act, shall apply to teachers employed under this award.

### 13.2 **Accrual of Leave from 30 January 2006**

The amount of long service leave which a teacher shall accrue in respect of service performed on and from 30 January 2006 shall be:

- (a) In the case of a teacher who has completed:
  - (i) less than ten years service, in respect of full-time service a teacher shall accrue 6.5 days per year of service; and
  - (ii) ten or more years of service, in respect of full-time service a teacher shall accrue 10 days per year of service.
- (b) A teacher shall be entitled to accrue leave in respect of part-time service as set out in paragraph (a) of this subclause on a pro rata basis according to his or her FTE (as defined in paragraph (c) of this subclause).
- (c) For the purposes of this clause the "FTE" is defined as the proportion which the number of teaching hours per week worked by a teacher bears to the number of teaching hours which a full-time teacher at the school is required to teach per week. (NB that this formula is the same as that which is utilised in subclause 4.10 of this award for calculation of payment of part-time teachers).
- (d) A teacher shall be entitled to leave in accordance with this subclause together with leave accrued before 30 January 2006 pursuant to subclause 13.3.

### 13.3 Calculation of Accrual as at 29 January 2006

- (a) A teacher whose employment commenced prior to 30 January 2006 will have accrued long service leave as at 29 January 2006 in accordance with previous award and legislative provisions.

A summary of the accrual rates pursuant to these provisions is set out below:

#### Calculation of Entitlement:

Prior to 31 July 1985	.866 weeks per year.
1 August 1985 to 30 January 1995	1.05 weeks per year up to 10 years of service. 1.5 weeks per year after 10 years of service.
31 January 1995 to 31 January 2001	1.3 weeks per year up to 10 years of service. 1.9 weeks per year, after 10 years of service.
1 February 2001 to 29 January 2006	1.3 weeks per year up to 10 years of service. 2 weeks per year after 10 years of service.

- (b) It is the intention of the parties that on and from 30 January 2006 long service leave accrual will reflect the differing patterns of work of teachers within Catholic schools, whose teaching load changes from full-time to part-time and/or vice versa during their working career. To that end on 29 January 2006, all existing accruals will be converted from weeks to working days.
- (c) The following formula will be used to calculate the number of days of long service leave that a teacher is entitled to as at 29 January 2006:
- (i) all full-time teachers, as at 29 January 2006, will have their weeks of accrued long service leave converted to days on the basis of 1 week of accrued leave equals 5 days of accrued leave;
  - (ii) all part-time teachers, as at 29 January 2006, will have their weeks of accrued long service leave converted to days by averaging the FTE (as defined in accordance with paragraph (c) of subclause 13.2 of this clause) of the last 5 years of eligible service, comparing it with the current FTE (i.e. as at 29 January 2006) and using the higher figure for conversion to days.
- (d) Certain Independent Schools

Notwithstanding the provisions of this sub-clause some enterprise agreements provided for different rates of long service leave in periods prior to 15 August 2001

### 13.4 Entitlement to Long Service Leave and Payment on Termination

- (a) A teacher shall be entitled to take long service leave accrued in accordance with subclauses 13.2 and 13.3 of this clause on the completion of ten years service with an employer and on the completion of each additional seven years service thereafter.
- (b) In the case of a teacher who has completed at least 5 years service with an employer and the service of the teacher is terminated or ceases for any reason, such teacher shall be paid their accrued long service leave calculated in accordance with subclause 13.2 and subclause 13.3 of this clause.

### 13.5 Conditions of Taking Leave

- (a) It is the intention of the parties that the number of days of long service leave accrued by the teacher can be taken at the teacher's current FTE when the long service leave is taken.

For example, a teacher works full-time for their first ten years of employment and then reduces to 2.5 days per week (0.5 FTE) for the next five years of their employment. The teacher would accrue 65 days of long service leave for their first ten years of service and then 25 days of long service leave over their next five years of service, a total of 90 days long service leave. If the teacher works 2.5 days per week (0.5 FTE) at the time they commence leave, the teacher would be entitled to take their 90 days of long service leave over 36 weeks.

- (b) Where a teacher has become entitled to long service leave in respect of the teacher's service with an employer, the employer shall give to the teacher and the teacher shall take the leave as soon as practicable, having regard to the needs of the employer, provided always that unless the employer otherwise agrees, the teacher shall give not less than two school terms notice of the teacher's wish to take leave, and further provided that the employer shall give the teacher not less than two school terms' notice of any requirement that such leave be taken.
- (c) A teacher may request and be granted up to one weeks leave without pay to be taken in addition to long service leave such that the total period of leave comprises one or more complete school terms.
- (d) Long Service leave will be exclusive of pupil vacation periods adjacent to or within the period of leave. Provided however that in the case only of a teacher who wishes to take a short block of long service leave immediately before or immediately after a pupil vacation period but not in accordance with sub-clause 13.10 (Long Service Leave in Short Blocks) nor in accordance with other School 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.
- (e) Where a teacher is entitled to an amount of long service leave which is in excess of a school term the teacher may elect not to take that part of the long service leave which is in excess of a term (the deferred leave), until such time as the teacher accumulates further entitlements which when taken together with the deferred leave enables long service leave to be taken for a whole term.

### 13.6 **Public Holidays and Long Service Leave**

A period of long service leave will be exclusive of a public holiday falling within it.

Notation: A contrary provision applied under previous awards in place from 1 January 1985 until 15 August 2001.

### 13.7 **Service**

The service of a teacher with an employer shall be deemed continuous notwithstanding the service has been interrupted by reason of the teacher taking approved leave without pay (including unpaid leave in accordance with clause 12, Parental Leave), but the period during which the service is so interrupted shall not be taken into account in calculating the period of service.

### 13.8 **Payment in Lieu of Long Service Leave**

- (a) Where a teacher has an entitlement to long service leave and takes leave in accordance with the NSW Long Service Leave Act 1955 (i.e. at least for a month) as amended or replaced the teacher and the employer may agree that, in addition to payment for the long service leave to be taken, the teacher be paid an amount in lieu of any additional long service leave accumulated by the teacher.

- (b) Any payment in paragraph (a) of this subclause will be paid by the employer upon the commencement of the teacher's long service leave.
- (c) Where a payment in lieu of long service leave is paid by the employer in accordance with this subclause, a teacher's entitlements to long service leave will be reduced by the extent of such payment.

### 13.9 Long Service Leave and Leave Without Pay

Where a teacher takes long service leave for an entire school term and the teacher wishes to take the following school term as leave without pay, the employer will ordinarily consent to such arrangement where the teacher has had five years continuous service with that employer. However such leave without pay will ordinarily be approved for terms in the same year.

### 13.10 Long Service Leave in Short Blocks

The employer may permit teachers to take long service leave in periods which are not equal to a full term or terms.

## 14. OTHER LEAVE

### 14.1 Bereavement Leave

- (a) A teacher shall on the death of a spouse, father, mother, father-in-law, mother-in-law, grandparent, brother, sister, child, stepchild or grandchild of the teacher be entitled to paid leave up to and including the day of the funeral of such relative. Such leave shall not exceed three school days. A teacher may be required to provide the employer with satisfactory evidence of such death.
- (b) Where a teacher takes bereavement leave in accordance with paragraph (a) of this subclause an employer, in its absolute discretion, may grant the teacher additional leave as leave without pay or leave with pay.
- (c) Where a teacher requests leave to attend a funeral of a person not specified in paragraph (a) of this subclause, the employer in its absolute discretion may grant the teacher leave as leave without pay or bereavement leave with pay.
- (d) Where an employer grants a teacher leave with pay in accordance with paragraphs (b) or (c) of this subclause, such leave will be deducted from the teacher's entitlement to sick leave in accordance with clause 10, Sick Leave.
- (e) Bereavement Leave shall be available to the teacher in respect to the death of a person in relation to whom the teacher could have utilised Personal/Carer's Leave in clause 11, provided that for the purpose of Bereavement Leave, the teacher need not have been responsible for the care of the person concerned.
- (f) Bereavement Leave may be taken in conjunction with other leave available under subclause 11.4 of clause 11, Catholic Personal/Carer's Leave. In determining such a request the employer will give consideration to the circumstances of the teacher and the reasonable operational requirements of the business.
- (g) Bereavement Entitlement for Casual Teachers
  - (i) Casual teachers are entitled to not be available to attend work, or to leave work upon the death in Australia of a person in relation to whom the teacher could have utilised Catholic Personal/ Carer's Leave in 11.5, provided that for the purpose of



this bereavement entitlement, the casual teacher need not have been responsible for the care of the person concerned. A casual teacher must notify the employer as soon as practicable of their intention to access this entitlement and may be required to provide the employer with satisfactory evidence of such death.

- (ii) The employer and the teacher shall agree on the period for which the teacher will be entitled to not be available to attend work. In the absence of agreement, the teacher is entitled to not be available to attend work for up to 48 hours (i.e. two days) per occasion. The casual teacher is not entitled to any payment for the period of non-attendance.
- (iii) An employer must not fail to re-engage a casual teacher because the teacher accessed the entitlements provided for in this clause. The rights of an employer to engage or not engage a casual teacher are otherwise not affected.

#### **14.2 Military Reserve Leave**

A teacher who is a member of the Australian Military Reserve or other Australian military forces shall be granted unpaid leave for the purpose of attending any compulsory camp or posting.

#### **14.3 Examination Study Leave**

Any teacher who, for the purpose of furthering teacher training, enrolls in any course at a recognised higher education institution, shall be granted leave:

- (a) with pay on the day of any examination required in the course;
- (b) without pay for the purpose of attending any compulsory residential school which is a part of such course.

#### **14.4 Jury Service**

- (a) A full-time or part-time teacher required to attend for jury service during ordinary working hours shall be provided with paid leave for this purpose. The teacher shall be required to reimburse to the employer any monies payable to the teacher for such attendance (excluding reimbursement of expenses) which required the teacher's absence from school.
- (b) The teacher shall notify the employer as soon as possible of the date upon which he or she is required to attend for jury service. The teacher shall provide to the employer a copy of the summons to attend jury duty and a record of payments received as proof of attendance.

#### **14.5 Short Community Service**

Where a teacher's involvement in a community service activity has been approved by the employer after consideration of the needs of the school, a teacher shall be entitled to leave of not more than five days in any school year (unless agreed with the employer) for emergency leave for service to the community. Examples of purposes for which such leave may be granted include to work in the State Emergency Service or Volunteer Fire Brigade.

#### **14.6 Overseas Volunteer Programs**

- (a) A full-time or part-time teacher shall be entitled to leave without pay to work in a recognised overseas volunteer program in accordance with this subclause. Such leave

shall normally be granted for one year but may be granted for up to two years if required by the relevant volunteer program and agreed by the employer.

- (b) A teacher is eligible for leave after completion of five years continuous service with the employer. An application for leave shall be accompanied by evidence of approval to work in the scheme and the proposed period of leave.
- (c) Such leave without pay shall not count as service with the employer for the purpose of long service leave.

## **15. TERMINATION**

### **15.1 Period of Notice**

The employment of any teacher (other than a casual teacher) shall not be terminated without at least four school term weeks notice on either side, or the payment of, or forfeiture of, four weeks' salary in lieu of notice. Provided that such four weeks' notice shall expire within the school term during which it is given and shall expire either:

- (a) at the end of the said school term; or
- (b) at least two weeks before the end of the said school term.

### **15.2 Summary Dismissal**

The foregoing shall not affect the right of the employer to dismiss summarily any teacher for incompetence, misrepresentation, neglect of duty or other misconduct.

### **15.3 Payment on Termination**

A full-time, part-time or temporary teacher shall be entitled on termination of employment to a payment calculated in accordance with this clause which will apply:

- (a) in lieu of the corresponding provisions of the Annual Holidays Act, 1944; and
- (b) notwithstanding any other provisions in this award.

### **15.4 Calculation of Payments**

- (a) A payment made pursuant to this clause to a teacher whose teaching hours have remained constant during the school year in which the termination is effective shall be calculated in accordance with the following formula:

$$\text{Step 1 } \frac{A \times B}{C} = D$$

$$\text{Step 2 } D - E = F$$

$$\text{Step 3 } \frac{F \times G}{2} = H$$

where:

**A is** the number of term weeks worked by the teacher since the school service date

**B is** the number of non-term weeks in the school year

**C is** the number of term weeks in the school year

**D is** the result in weeks

**E is** the number of non-term weeks worked by the teacher since the school service date

**F is** the result in weeks

**G is** the teacher's current fortnightly salary

**H is** the amount due

- (b) A payment made pursuant to this clause to a teacher whose teaching hours have varied during the course of the school year in which the termination is effective shall be calculated in accordance with the following formula:

$$\text{Step 1 } A - B = C$$

$$\text{Step 2 } \frac{C \times D}{E} = F$$

$$\text{Step 3 } F - B = G$$

where:

**A is** the total salary paid to the teacher since the school service date

**B is** the salary paid to the teacher in respect of non-terms weeks since the school service date

**C is** the salary paid to the teacher in respect of term weeks since the school service date

**D is** the total number of non-term weeks in the school year

**E is** the total number of term weeks in the school year

**F is** the result in dollars

**G is** the amount due

## 15.5 Statement of Service

Refer to subclauses 3.7 and 3.8 of clause 3, Terms of Engagement.

## 16. OCCUPATIONAL SUPERANNUATION (CONTRIBUTION BY EMPLOYER)

### 16.1 Definitions

For the purposes of this clause:

- (a) **"Basic earnings"** shall mean:

- (i) the minimum annual rate of salary prescribed from time to time for the employee by subclauses 4.1 and 4.7 of clause 4, Salary; and
  - (ii) the amount of any allowance which is prescribed from time to time for the employee by subclauses 4.2 of the clause 4 Salary and clause 5, Promotions Positions of this award; and
  - (iii) the amount of any payment made to the employee pursuant to clause 7, Annual Adjustment of Salary, or clause 15, Termination.
- (b) **"Employee"** means a teacher to whom this award applies.
  - (c) **"Employer"** means the employer of a teacher to whom this award applies.
  - (d) **"Fund"** means:
    - (i) the New South Wales Non-Government Schools Superannuation Fund and the Catholic Superannuation and Retirement Fund; and
    - (ii) any other superannuation fund approved in accordance with the Commonwealth's operational standards for occupational superannuation funds which the employee is eligible to join and which is approved by the employer as a fund into which an employee of that employer may elect to have the employer pay contributions made pursuant to this award in respect of that employee.
  - (e) **"Casual"** means a casual employee as defined in clause 2, Definitions.

## 16.2 Fund

The New South Wales Non-Government Schools Superannuation Fund shall be made available by each employer to each employee.

## 16.3 Benefits

- (a) Except as provided in paragraphs (c), (d) and (f) of this subclause, each employer shall, in respect of each employee employed by it, pay contributions into a fund to which the employee is eligible to belong and, if the employee is eligible to belong to more than one fund, the fund nominated by the employee, at the rate of nine or such other rate as provided by superannuation legislation as amended from time to time per cent of the employee's basic earnings.
- (b) Subject to paragraph (f) of this subclause, contributions shall be paid at intervals and in accordance with the procedures and subject to the requirements prescribed by the relevant fund or as Trustees of the fund may reasonably determine.
- (c) An employer shall not be required to make contributions pursuant to this award in respect of an employee in respect of a period when that employee is absent from his or her employment without pay.
- (d) Contributions shall commence to be paid from the beginning of the first pay period commencing on or after the employee's date of engagement.

Provided that if the employee has not applied to join a fund within six weeks of the employee's date of engagement, the employer shall commence to pay contributions from the beginning of the next pay period commencing on or after the date on which the employee applies to join a fund.

- (e) The employee shall advise the employer in writing of the employee's application to join a fund pursuant to this award.

- (f) An employer shall make contributions pursuant to this award in respect of:
- (i) casual employees who earn in excess of \$2,820.00 during their employment with that employer in the course of any year, running from 1 July to the following 30 June (all such casual employees are hereinafter called "qualified employees"); and
  - (ii) qualified employees in each ensuing year of employment with that employer.

Such contributions shall be made in respect of all days worked by the employee for the employer during that year and shall be paid by the employer to the relevant fund at the time of issue to the employee of his or her annual group certificate, provided that prior to the immediately preceding 30 June the employee has applied to join a fund.

- (g) Where an employer approves a fund, other than the Non-Government Schools Superannuation Fund, as one to which the employer will pay contributions in respect of its employees or a class or classes of such employees, the employer shall notify its employees of such approval and shall, if an employee so requests, provide the employee with a copy of the Trust Deed of such fund and of a letter from the Insurance and Superannuation Commissioner, granting interim or final listing to the fund, at a cost of 80 cents per page of such copies.
- (h) When a new employee commences in employment, the employer shall advise the employee in writing of the employee's entitlements under this award within two weeks of the date of commencement of employment and also of the provisions of paragraph (d) of this subclause in the case of a full-time employee and paragraph (f) of this subclause in the case of a casual employee.

#### 16.4 Transfers between Funds

If an employee is eligible to belong to more than one fund, the employee shall be entitled to notify the employer that the employee wishes the employer to pay contributions in respect of the employee to a new fund, but shall not be entitled to do so within three years after the notification made by the employee pursuant to paragraph (e) of subclause 16.3 of this clause or within three years after the last notification made by the employee pursuant to this clause. The employer shall only be obliged to make such contributions to the new fund where the employer has been advised in writing:

- (a) of the employee's application to join the other fund; and
- (b) that the employee has notified the trustees of the employee's former fund that the employee no longer wishes the contributions which are paid on the employee's behalf to be paid to that fund.

### 17. ANTI-DISCRIMINATION

- (a) It is the intention of the parties bound by this award to seek to achieve the object in Section 3(f) of the Industrial Relations Act 1996 to prevent and eliminate discrimination in the workplace. This includes discrimination on the grounds of race, sex, marital status, disability, homosexuality, transgender identity, age and responsibilities as a carer.
- (b) It follows that in fulfilling their obligations under the dispute resolution procedure prescribed in this award the parties have obligations to ensure that the operation of the provision of this award are not directly or indirectly discriminatory in their effects. It will be consistent with the fulfilment of these obligations for the parties to make application to vary any provision of the award which, by its terms of operation, has a direct or indirect discriminatory effect.

- (c) Under the Anti-Discrimination Act 1977, it is unlawful to victimise an employee who has made or may make or has been involved in a complaint of unlawful discrimination or harassment.
- (d) Nothing in this clause is to be taken to effect:
  - (i) any conduct or act which is specifically exempted from anti-discrimination legislation;
  - (ii) any act or practice of a body established to propagate religion which is exempted under section 56(d) of the Anti-Discrimination Act 1977;
  - (iii) a party to this award from pursuing matters of unlawful discrimination.
- (e) This clause does not create legal rights or obligations in addition to those imposed upon the parties by the legislation referred to in this clause.
  - (i) Employers and employees may also be subject to Commonwealth Anti-Discrimination legislation.
  - (ii) Section 56(d) of the Anti-Discrimination Act 1977 provides:
 

“Nothing in the Act affects any other act or practice of a body established to propagate religion that confirms to the doctrines of that religion or is necessary to avoid injury to the religious susceptibilities of the adherents of that religion.”

## **18. FAIR PROCEDURES FOR INVESTIGATING ALLEGATIONS OF REPORTABLE CONDUCT AND EXEMPT ALLEGATIONS PURSUANT TO THE OMBUDSMAN ACT 1974**

### **18.1 Definitions**

For the purpose of this clause:

**“Child”** means a person under the age of 18 years.

**“Reportable Conduct”** as defined in the Ombudsman Act 1974 means:

- (a) Any sexual offence, or sexual misconduct, committed against, with or in the presence of a child (including a child pornography offence), or
- (b) Any assault, ill treatment or neglect of a child, or
- (c) any behaviour that causes psychological harm to a child,
 

whether or not, in any case, with the consent of the child.

**“Exempt Allegation”** means an allegation to which one or more of the exemptions to reportable conduct pursuant to the Ombudsman Act 1974 applies. These exemptions are:

- (a) conduct that is reasonable for the purpose of the discipline, management or care of children, having regard to the age, maturity, health or other characteristics of the children and to any relevant codes of conduct or professional standards, or
- (b) the use of physical force that, in all the circumstances, is trivial and negligible, but only if the matter is to be investigated and the result of the investigation recorded under workplace employment procedures, or
- (c) conduct of a class or kind exempted from being reportable conduct by the Ombudsman under section 25CA of the Ombudsman Act 1974.

**“Reportable allegation”** means an allegation of reportable conduct against an employee or an allegation of misconduct that may involve reportable conduct.

## 18.2 **Natural Justice to employees in dealing with reportable allegations and exempt allegations**

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 and be given:

- (a) an opportunity to respond to the reportable allegation or exempt allegation; and
- (b) 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 directed the employer not to do so.

Where an interview is required, the employee shall be advised in advance of the general purpose of any interview relevant to the reportable allegation or exempt allegation 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 person of the employee’s choice (a witness), and sufficient notice of the proposed meeting time to allow such witness to attend. Such witness may be a union representative.

## 18.3 **Access to files**

- (a) Such employee is to be informed by his or her employer of the location of any files that the employer holds relating to the employee, concerning a reportable allegation or an exempt allegation made against the employee.
- (b) The employee may, subject to giving reasonable notice, have the right to inspect such files held by the employer.
- (c) The employer may restrict or withhold access to any such file, or part of a file, where the employer has reason to believe that the provision of access would either;
  - (i) compromise or put at risk the welfare or safety of a child who is the alleged victim or subject of the reportable allegation or exempt allegation, or
  - (ii) contravene any statutory provision, or guideline or policy directive of an government authority or agency, in relation to the reporting or investigation, including police criminal investigation, of any reportable allegation or exempt allegations, or
  - (iii) prevent the employer from conducting or completing the investigation or reporting of the details of a reportable allegation or an exempt allegation against an employee, in compliance with any statutory deadline.

## 18.4 **Additional Documentation from Employee**

- (a) An employee against whom a reportable allegation or an exempt allegation has been made may submit to his or her employer documentation, in response to the matters alleged against him or her.
- (b) The employer must place such documentation on the file held by the employer concerning the reportable allegation or exempt allegation made against the employee.

## **18.5 Confidentiality of documents and files**

- (a) The employer must implement procedures to safeguard the confidentiality of any file held by the employer concerning any reportable allegation or exempt allegations made against an employee.

## **19. SUSPENSION**

Notwithstanding any of the provisions in this award, an employer may suspend a teacher with or without pay while considering any matter which in the view of the employer could lead to the teacher's summary dismissal. Suspension without pay shall not be implemented by the employer without prior discussion with the teacher and shall not, except with the teacher's consent, exceed a period of four weeks.

## **20. DISPUTES PROCEDURE**

The objective of these procedures is the avoidance or resolution of industrial disputation, arising under this award by measures based on consultation, co-operation and negotiation.

- 20.1 Without prejudice to other party, the parties shall ensure the continuation of work in accordance with this award and custom and practice in the workplace.
- 20.2 In the event of any matter arising which is of concern or interest, the teacher shall discuss this matter with the Principal or his or her nominee.
- 20.3 If the matter is not resolved at this level, the teacher may refer this matter to the union representative in the workplace, who will discuss the matter with the Principal or his or her nominee.
- 20.4 If the matter remains unresolved, it shall be referred to the General Secretary of the union or his or her nominee and the nominee of the employer for discussion and appropriate action. The nominee of the employer may request assistance from the Catholic Commission for Employment Relations.
- 20.5 If this matter cannot be resolved at this level it may be referred to the Industrial Relations Commission of New South Wales.
- 20.6 Nothing contained in this procedure shall prevent the General Secretary of the union or his or her nominee or the nominee of the employer from entering into negotiations at any level, either at the request of a member or on his or her own initiative in respect of matters in dispute should such action be considered conducive to achieving resolution of the dispute.

## **21. NO EXTRA CLAIMS**

- 21.1 It is a term of this award that the union will not make or pursue any extra award claims for improvements in wages or other terms and conditions of employment –
  - (a) for List C and List D employers until 31 December 2008; and
  - (b) for List A, List AA and List B employers, until 1 February 2009 and
- 22.2 The parties agree that the wage increases provided for in this award are in lieu of any improvements in wages provided for under any decision of the Industrial Relations Commission of New South Wales (including any State Wage Case decision) handed down prior to or during the nominal term of this award and until the dates prescribed in subclause 22.1 for the respective employers and no claim can be made for such increases.



## 22. AREA INCIDENCE AND DURATION

- 22.1 This award replaces and rescinds the Teachers (Catholic Independent Schools) (State) Award 2004, published 18<sup>th</sup> March 2005, [349 I.G.], as varied.
- 22.2 Subject to subclause 22.3, it shall apply to all teachers and teacher/librarians employed in any recognised Catholic school or special school registered under the provisions of the Education Act 1990 including the following:

Berne Education Centre, Lewisham  
Boys' Town, Engadine  
Brigidine College, St Ives  
Chevalier College, Bowral  
Christian Brothers High School, Lewisham  
Edmund Rice College, Wollongong  
Holy Saviour School, Greenacre  
Mater Dei  
Mt St Benedict College, Pennant Hills  
Mt St Joseph Milperra Ltd  
Oakhill College, Castle Hill  
Our Lady of Lebanon College, Harris Park  
Our Lady of Mercy College, Parramatta  
Red Bend Catholic College, Forbes  
Rosebank College, Five Dock  
Santa Sabina College, Strathfield  
St Augustine's College, Brookvale  
St Charbel's College, Punchbowl  
St Clare's College, Waverley  
St Dominic's College, Penrith  
St Edmund's School, Wahroonga  
St Edward's College, East Gosford  
St Gabriel's School, Castle Hill  
St Gregory's Armenian College, Rouse Hill  
St Gregory's College, Campbelltown  
St Joseph's College, Hunters Hill  
St Lucy's School, Wahroonga  
St Maroun's College, Dulwich Hill  
St Mary Star of the Sea College, Wollongong  
St Patrick's College, Campbelltown  
St Patrick's College, Strathfield  
St Paul's International College, Moss Vale  
St Pius X College, Chatswood  
St Scholastica's College, Glebe  
St Vincent's College, Potts Point  
Trinity Catholic College, Lismore  
Waverley College, Waverley

and excluding Catholic schools operated by the Archdioceses of Canberra-Goulburn or Sydney or the Dioceses of Armidale, Bathurst, Broken Bay, Lismore, Maitland-Newcastle, Parramatta, Wagga Wagga, Wilcannia-Forbes or Wollongong and excluding Catholic schools covered by the Teachers (Independent Schools) (State) Award as published on 16 November 2001 at [329 IG 533].

Provided further that the award shall not apply to the following persons:

- (a) teachers of music or other individual arts who are remunerated on an individual fee basis;

- (b) members of a recognised religious order and/or Clerks in Holy Orders, and/or Ministers of Religion; provided that application may be made on behalf of any such member to be included within the scope of this award;
- (c) employees within the jurisdiction of the Independent Schools and Colleges, General Non-teaching Staff &c. (State) Industrial Committee and the Kindergartens &c. (State) Industrial Committee;
- (d) persons employed in kindergartens, nursery schools or other pre-school centres licensed as child care centres under the Children (Care and Protection) Act 1987.

22.3 Notwithstanding subclause 22.2, in the case of teachers employed by Chevalier College, Bowral; Rosebank College, Five Dock; St Mary Star of the Sea, Wollongong and St Vincent's College, Pott's Point, for the period between 1 January 2007 and before 29 January 2007 (in the case of conditions) and between 1 January 2007 and the first full pay period on or after 1 February 2007 (in the case of rates of pay and allowances) the conditions of employment shall be in accordance with the provisions of the Teachers (Independent Schools) (State) Award 2004 as at 31 December 2006. (NB. Before 1 January 2007, the provisions of the Teachers (Independent Schools) (State) Award 2004 applied to teachers employed by these three schools).

22.4 It shall take effect from 1 January 2006 and remain in force until 31 December 2008.

**PART B**  
**MONETARY RATES**

Table 1A – Annual Salary

Step	Annual Salary from the first full pay period on or after 1 February 2006 (3%)	Annual Salary from the first full pay period on or after 1 July 2006 (2%)	Annual Salary from the first full pay period on or after 1 February 2007 (3% Steps 1 to 12, 4.5% Step 13 and 4% ST1)	Annual Salary from the first full pay period on or after 1 February 2008 (3% Steps 1 to 12, 4% Step 13 and 4% ST1)
	\$	\$	\$	\$
<b>1</b>	38,672	39,445	40,628	41,847
<b>2</b>	41,182	42,006	43,266	44,564
<b>3</b>	43,923	44,801	46,145	47,529
<b>4</b>	46,201	47,125	48,539	49,995
<b>5</b>	48,710	49,684	51,175	52,710
<b>6</b>	51,223	52,247	53,814	55,428
<b>7</b>	53,729	54,804	56,448	58,141
<b>8</b>	56,242	57,367	59,088	60,861
<b>9</b>	58,748	59,923	61,721	63,573
<b>10</b>	61,261	62,486	64,361	66,292
<b>11</b>	63,771	65,046	66,997	69,007
<b>12</b>	66,283	67,609	69,637	71,726
<b>13</b>	68,792	70,168	73,326	76,259
<b>Senior Teacher Level 1</b>	70,967	72,386	75,281	78,292

This table applies to teachers employed by St Clare's College, Waverley.

Table 1AA - Annual Salary

Step	Annual salary from the first full pay period on or after 1 February 2007	Annual salary from the first full pay period on or after 1 February 2008
	(4%)	(4%)
	\$	\$
1	41,023	42,664
2	43,686	45,433
3	46,593	48,457
4	49,010	50,970
5	51,671	53,738
6	54,337	56,510
7	56,996	59,276
8	59,662	62,048
9	62,320	64,813
10	64,985	67,584
11	67,648	70,354
12	70,313	73,126
13	72,975	75,894
<b>Senior Teacher Level 1</b>	75,281	78,292

This table applies to teachers employed by Chevalier College, Bowral; Rosebank College, Five Dock; St Mary Star of the Sea College, Wollongong and St Vincent's College, Pott's Point.

NB. The rates of pay applying before the first full pay period on or after 1 February 2007 were determined in accordance with the provisions of the Teachers (Independent Schools) (State) Award 2004.

Table 1B – Annual Salary

<b>Step</b>	<b>Annual Salary from the first full pay period on or after 1 February 2006 (2.5%)</b>  \$	<b>Annual Salary from the first full pay period on or after 1 July 2006 (2%)</b>  \$	<b>Annual Salary from the first full pay period on or after 1 February 2007 (3% Steps 1 to 12, 4.5% Step 13 and 4% ST1)</b>  \$	<b>Annual Salary from the first full pay period on or after 1 February 2008 (3% Steps 1 to 12, 4% Step 13 and 4% ST1)</b>  \$
<b>1</b>	38,544	39,315	40,494	41,709
<b>2</b>	41,043	41,864	43,120	44,414
<b>3</b>	43,776	44,652	45,992	47,372
<b>4</b>	46,047	46,968	48,377	49,828
<b>5</b>	48,548	49,519	51,005	52,535
<b>6</b>	51,048	52,069	53,631	55,240
<b>7</b>	53,550	54,621	56,260	57,948
<b>8</b>	56,054	57,175	58,890	60,657
<b>9</b>	58,553	59,724	61,516	63,361
<b>10</b>	61,056	62,277	64,145	66,069
<b>11</b>	63,557	64,828	66,773	68,776
<b>12</b>	66,058	67,379	69,400	71,482
<b>13</b>	68,560	69,931	73,078	76,001
<b>Senior Teacher Level 1</b>	70,725	72,140	75,026	78,027

This table applies to teachers employed by Brigidine College, St Ives; Our Lady of Mercy College, Parramatta and Santa Sabina College, Strathfield.

Table 1C – Annual Salary

<b>Step</b>	<b>Effective from first full pay period on or after 1 January 2006 (3% Steps 1 to 12, 4.5% Step 13 and 4% ST1) \$</b>	<b>Effective from first full pay period on or after 1 January 2007 (3% Steps 1 to 12, 4.5% Step 13 and 4% ST1) \$</b>	<b>Effective from first full pay period on or after 1 January 2008 (3% Steps 1 to 12, 4% Step 13 and 4% ST1) \$</b>
<b>1</b>	37,999	39,139	40,313
<b>2</b>	40,467	41,681	42,931
<b>3</b>	43,162	44,457	45,791
<b>4</b>	45,397	46,759	48,162
<b>5</b>	47,866	49,302	50,781
<b>6</b>	50,330	51,840	53,395
<b>7</b>	52,798	54,382	56,013
<b>8</b>	55,266	56,924	58,632
<b>9</b>	57,727	59,459	61,243
<b>10</b>	60,198	62,004	63,864
<b>11</b>	62,664	64,544	66,480
<b>12</b>	65,126	67,080	69,092
<b>13</b>	68,580	71,666	74,533
<b>Senior Teacher Level 1</b>	70,408	73,224	76,153

This table applies to teachers employed in schools operated by the Trustees of the Christian Brothers, that is Christian Brothers High School, Lewisham; Edmund Rice College, Wollongong; St Dominic's College, Penrith; St Edmund's School, Wahroonga; St Edward's College, East Gosford; St Gabriel's School for Hearing Impaired Children, Castle Hill; St Patrick's College, Strathfield; St Pius X College, Chatswood; Waverley College, Waverley.

Table 1D – Annual Salary

<b>Step</b>	<b>Effective from first full pay period on or after 1 January 2006 (3% Steps 1 to 12, 4.5% Step 13, and 4% ST1) \$</b>	<b>Effective from first full pay period on or after 1 January 2007 (3% Steps 1 to 12, 4.5% Step 13, and 4% ST1) \$</b>	<b>Effective from first full pay period on or after 1 January 2008 (3% Steps 1 to 12, 4% Step 13, and 4% ST1) \$</b>
<b>1</b>	36,936	38,044	39,185
<b>2</b>	40,259	41,467	42,711
<b>3</b>	42,943	44,231	45,558
<b>4</b>	45,167	46,522	47,918
<b>5</b>	47,621	49,050	50,522
<b>6</b>	50,072	51,574	53,121
<b>7</b>	52,527	54,103	55,726
<b>8</b>	54,983	56,632	58,331
<b>9</b>	57,435	59,158	60,933
<b>10</b>	59,888	61,685	63,536
<b>11</b>	62,341	64,211	66,137
<b>12</b>	64,798	66,742	68,744
<b>13</b>	69,334	72,454	75,352
<b>Senior Teacher Level 1*</b>	70,375	73,190	76,118

\* Applies to Mt St Benedict College, Pennant Hills; St Augustine's College, Brookvale; St Gregory's College, Campbelltown and St Scholastica's College, Glebe only.

This table applies to teachers employed by employers in List D in paragraph (a) of sub clause 4.1 of clause 4, Salary and related matters - that is all employers covered by this award (excluding Brigidine College, St Ives; St Clare's College, Waverley; Our Lady of Mercy College, Parramatta; Santa Sabina College, Strathfield; and schools operated by the Trustees of the Christian Brothers.)

Table 2A - Co-ordinator & Assistant Principal Allowances

	<b>Annual Allowances from the first full pay period on or after 1 February 2006 (3%)</b> \$	<b>Annual Allowances from the first full pay period on or after 1 July 2006 (2%)</b> \$	<b>Annual Allowances from the first full pay period on or after 1 February 2007 (4%)</b> \$	<b>Annual Allowances from the first full pay period on or after 1 February 2008 (4%)</b> \$
<b>Senior Teacher Level 2</b>	5,693	5,807	6039	6281
<b>Co-ordinator 1</b>	5,693	5,807	6039	6281
<b>Co-ordinator 2</b>	11,385	11,613	12078	12561
<b>Co-ordinator 3</b>	17,077	17,419	18116	18841
<b>Assistant Principal – Secondary</b>				
<b>Enrolment</b>				
<b>201-300</b>	20,426	20,835	21,668	22,535
<b>301-600</b>	22,636	23,089	24,013	24,974
<b>601-900</b>	24,844	25,341	26,355	27,409
<b>901+</b>	27,049	27,590	28,694	29,842
<b>Assistant Principal – Primary</b>				
<b>Enrolment</b>				
<b>201-250</b>	16,321	16,647	17,313	18,006
<b>251-400</b>	18,323	18,689	19,437	20,214
<b>401-600</b>	20,426	20,835	21,668	22,535
<b>601-800</b>	22,636	23,089	24,013	24,974
<b>801+</b>	24,844	25,341	26,355	27,409

This table applies to teachers employed by St Clare's College, Waverley.



Table 2AA - Co-ordinator &amp; Assistant Principal Allowances

	<b>Annual Allowances from the first full pay period on or after 1 February 2007</b>	<b>Annual Allowances from the first full pay period on or after 1 February 2008</b>
	<b>\$</b>	<b>\$</b>
<b>Senior Teacher Level 2</b>	6,039	6,281
<b>Co-ordinator 1</b>	6,039	6,281
<b>Co-ordinator 2</b>	12,078	12,561
<b>Co-ordinator 3</b>	18,116	18,841
<b>Assistant Principal-Secondary</b>		
<b>Enrolment</b>		
<b>201-300</b>	21,668	22,535
<b>301-600</b>	24,013	24,974
<b>601-900</b>	26,355	27,409
<b>901+</b>	28,694	29,842
<b>Assistant Principal - Primary</b>		
<b>Enrolment</b>		
<b>201-250</b>	17,313	18,006
<b>251-400</b>	19,437	20,214
<b>401-600</b>	21,668	22,535
<b>601-800</b>	24,013	24,974
<b>801+</b>	26,355	27,409

This table applies to teachers employed by Chevalier College, Bowral; Rosebank College, Five Dock; St Mary Star of the Sea College, Wollongong and St Vincent's College, Pott's Point.

NB. The rates of pay applying before the first full pay period on or after 1 February 2007 were determined in accordance with the provisions of the Teachers (Independent Schools) (State) Award 2004. In the case of a teacher employed in the position of Coordinator 2 or 3 or Assistant Principal prior to 1 January 2007, such teacher shall continue to be paid the appropriate allowance and salary for Senior Teacher 1 (as set out in Table 1AA) for as long as the teacher holds such position. This shall not apply to any teacher appointed by Chevalier College, Bowral; Rosebank College, Five Dock; St Mary Star of the Sea College, Wollongong and St Vincent's College, Pott's Point on or after 1 January 2007.

Table 2B- Co-ordinator &amp; Assistant Principal Allowances

	<b>Annual Allowances from the first full pay period on or after 1 February 2006 (2.5%)</b> \$	<b>Annual Allowances from the first full pay period on or after 1 July 2006 (2%)</b> \$	<b>Annual Allowances from the first full pay period on or after 1 February 2007 (4%)</b> \$	<b>Annual Allowances from the first full pay period on or after 1 February 2008 (4%)</b> \$
<b>Senior Teacher Level 2</b>	5,665	5,778	6,009	6,250
<b>Co-ordinator 1</b>	5,665	5,778	6,009	6,250
<b>Co-ordinator 2</b>	11,329	11,556	12,018	12,499
<b>Co-ordinator 3</b>	16,995	17,335	18,028	18,749
<b>Assistant Principal – Secondary department Enrolment at previous year's census date</b>				
<b>201-300</b>	20,327	20,734	21,563	22,426
<b>301-600</b>	22,526	22,977	23,896	24,852
<b>601-900</b>	24,723	25,217	26,226	27,275
<b>901+</b>	26,918	27,456	28,554	29,696
<b>Assistant Principal – Primary department Enrolment at previous year's census date</b>				
<b>101-250</b>	16,242	16,567	17,230	17,919
<b>251-400</b>	18,234	18,599	19,343	20,117
<b>401-600</b>	20,327	20,734	21,563	22,426
<b>601-800</b>	22,526	22,977	23,896	24,852
<b>801+</b>	24,723	25,217	26,226	27,275

This table applies to teachers employed by Brigidine College, St Ives; Our Lady of Mercy College, Parramatta and Santa Sabina College, Strathfield.

Table 2C - Co-ordinator &amp; Assistant Principal Allowances

	Effective from first full pay period on or after 1 January 2006	Effective from first full pay period on or after 1 January 2007	Effective from first full pay period on or after 1 January 2008
	\$	\$	\$
<b>Senior Teacher Level 2</b>	5,582	5,632	5,857
<b>Co-ordinator 1</b>	5,582	5,632	5,857
<b>Co-ordinator 2</b>	11,163	11,263	11,714
<b>Co-ordinator 3</b>	16,745	16,895	17,571
<b>Assistant Principal – Secondary</b>			
<b>Enrolment</b>			
<b>201-300</b>	20,721	21,550	22,412
<b>301-600</b>	22,964	23,883	24,838
<b>601-900</b>	25,203	26,211	27,259
<b>901+</b>	27,441	28,539	29,681
<b>Assistant Principal – Primary</b>			
<b>Enrolment</b>			
<b>101-250</b>	16,553	17,215	17,904
<b>251-400</b>	18,585	19,329	20,102
<b>401-600</b>	20,721	21,550	22,412
<b>601-800</b>	22,964	23,883	24,838
<b>801+</b>	25,203	26,211	27,259

This table applies to teachers employed in schools operated by the Trustees of the Christian Brothers, that is Christian Brothers High School, Lewisham; Edmund Rice College, Wollongong; St Dominic's College, Penrith; St Edward's College, East Gosford; St Edmund's School, Wahroonga; St Gabriel's School for Hearing Impaired Children, Castle Hill; St Patrick's College, Strathfield; St Pius X College, Chatswood; Waverley College, Waverley.

Table 2D (i) - Co-ordinator &amp; Assistant Principal Allowances

Position	Effective from first full pay period on or after 1 January 2006*	Effective from first full pay period on or after 1 January 2007*	Effective from first full pay period on or after 1 January 2008*
	\$	\$	\$
Senior Teacher 2	5,582	5,632	5,857
Co-ordinator 1	5,582	5,632	5,857
Co-ordinator 2	11,163	11,263	11,714
Co-ordinator 3	16,745	16,895	17,571
<b>Assistant Principal – Secondary</b> Enrolment in Secondary Department at previous year's census date.			
201-300	20,292	20,757	21,587
301-600	22,524	23,078	24,001
601-900	24,753	25,396	26,412
901-1200	26,979	27,712	28,281
1201- 1500	29,211	30,033	31,235
<b>Assistant Principal – Primary</b> Enrolment in Primary Department at previous year's census date.			
101-250	16,148	16,447	17,105
251-400	18,168	18,548	19,290
401-600	20,292	20,757	21,587
601-800	22,524	23,078	24,001
801+	24,753	25,396	26,412
<b>Assistant Principal - ST1 Allowance**</b>	1,374	1,429	1,486

\*Calculated as the required increase in the allowance necessary to provide an increase of 4% in total salary for a teacher on Step 13 holding a Coordinator 2 position (the other Coordinator allowances are calculated in proportion to the Coordinator 2 allowance) or Assistant Principal position

\*\*This allowance does not apply to Mt St Benedict College, Pennant Hills; St Augustine's College, Brookvale; St Gregory's College, Campbelltown or St Scholastica's College, Glebe.

This table applies to teachers employed by employers in List D in paragraph (a) of subclause 4.1 of clause 4, Salary and related matters - that is, all employers covered by this award excluding Brigidine College, St Ives; St Clare's College, Waverley; Our Lady of Mercy College, Parramatta; Santa Sabina College Strathfield and schools operated by the Trustees of the Christian Brothers. Provided however that this table does not apply to the Assistant Principals of Our Lady of Lebanon College, Harris Park and Oakhill College, Castle Hill.

Assistant Principals salaries for Our Lady of Lebanon College Harris Park and Oakhill College Castle Hill are set out in the following table.

Table 2D (ii)- Salary for Assistant Principals at Oakhill College, Castle Hill and Our Lady of Lebanon, Harris Park

	Effective from first full pay period on or after 1 January 2006 (4%) \$	Effective from first full pay period on or after 1 January 2007 (4%) \$	Effective from first full pay period on or after 1 January 2008 (4%) \$
<b>PRIMARY SCHOOLS</b>			
101-250	86,856	90,330	93,943
251-400	88,875	92,430	96,127
401-600	91,000	94,640	98,426
601-800	93,231	96,960	100,838
801+	95,460	99,278	103,249
<b>SECONDARY SCHOOLS</b>			
201-300	91,000	94,640	98,426
301-600	93,231	96,960	100,838
601-900	95,460	99,278	103,249
900-1200	97,686	101,593	105,657
1201-1500	99,918	103,915	108,072
1501+	103,011	107,131	111,416

Table 3 - Other Rates

Item No.	Brief Description	Effective from first full pay period on or after 1 January 2006 (4%) \$	Effective from first full pay period on or after 1 January 2007 (4%) \$	Effective from first full pay period on or after 1 January 2008 (4%) \$
1	(i) Full-time Teacher teaching classes of children with a disability (ii) Part-time or Casual Teachers teaching classes of children with a disability	2,087 per annum 10.23 per day	2,170 per annum 10.64 per day	2,257 per annum 11.07 per day
2	Principal Teachers of school for children with a disability for each Teacher supervised	327 per annum per teacher	340 per annum per teacher	354 per annum per teacher
3	Maximum payment per annum under Item 2	1,696 per annum	1,764 per annum	1,835 per annum
4	Own car allowance where use authorised by the school	0.60 per km	0.60 per km	0.60 per km

## ANNEXURE A

### TEACHER CLASSIFICATIONS AND TEACHER-LIBRARIANS

#### 1. TEACHER CLASSIFICATIONS

This Annexure contains more detail concerning qualifications equivalent to those specified for classifications in clause 2, Definitions, of this award.

- (a) **Four Years Trained Teacher** includes a teacher with the following equivalent qualifications:
- (i) A teacher who has satisfactorily completed a four years' training course at Sydney Teachers' College and the New South Wales Conservatorium of Music; or
  - (ii) A teacher who has satisfactorily completed a four years' diploma of Art course that incorporates the equivalent of a one year's full-time course in teacher education at a recognised higher education institution; or
  - (iii) A teacher, who in addition to satisfying the requirements for classification as a Three Years Trained Teacher, has satisfactorily completed a two-semester course of training for teacher-librarians conducted by a recognised higher education institution; or
  - (iv) A teacher, who in addition to being a graduate, has completed a two-semester course of training for teacher-librarians conducted by a recognised higher education institution; or
  - (v) A teacher, who in addition to being a graduate, is eligible for Associate (Professional) Membership of the Library Association of Australia.
- (b) **Three Years Trained Teacher** includes a teacher with the following equivalent qualifications:
- (i) A Two Years Trained Teacher who, in addition, has satisfactorily completed the two semester course of training for teacher-librarians conducted by a recognised higher education institution; or
  - (ii) A teacher who is a Three Years Conditionally Classified Teacher, who in addition to the qualifications necessary to gain a Three Years Conditionally Classified status, has satisfactorily completed a two-semester course of training for teacher-librarians conducted by a recognised higher education institution; or
  - (iii) A teacher employed as a teacher-librarian who is eligible for Associate (Professional) Membership of the Library Association of Australia, but is not a graduate.
- (c) **Two Years Trained Teacher** includes a teacher with the following equivalent qualifications:

- (i) A teacher who is a Two Years Conditionally Classified Teacher who in addition to the qualifications necessary for Two Years Conditionally Classified status, has satisfactorily completed a two-semester course of training for teacher-librarians conducted by a recognised higher education institution; or
- (ii) A teacher who was classified as a One Year Trained Teacher prior to the introduction of this award and who in addition to the qualifications necessary for that classification, has satisfactorily completed a two-semester course of training for teacher-librarians conducted by a recognised higher education institution

## **2. TEACHER-LIBRARIANS**

The role description of a Teacher-Librarian is as follows:

A Teacher-Librarian, where appointed in a school, is a member of the school's professional staff and is responsible to the principal for:

- (a) participating in the teaching of information literacy in the context of the total curriculum; and
- (b) assisting in the management of the school's information resources and services to facilitate learning/teaching.

This framework for the role of the Teacher-Librarian is necessarily broad and recognises that each role is significantly shaped by local needs and circumstances. It aims to identify the key accountabilities in the role but does not seek to nominate specific strategies for their implementation. It is the responsibility of each Principal to identify and document these for a given school.

### **THE ROLE DESCRIPTION WHICH IS DEVELOPED AT EACH SCHOOL SHOULD:**

- promote the role of Teacher-Librarian within the school
- facilitate effective and valid appraisal
- assist in establishing a professional development agenda for the Teacher Librarian

### **KEY ACCOUNTABILITIES**

#### **WITHIN THE SCHOOL THE TEACHER-LIBRARIAN IS EXPECTED TO:**

- show a commitment to the Church's mission in Catholic education
- have a professional involvement in the learning and teaching program of the school by collaborating with teachers in curriculum development, implementation and development
- initiate and co-operate in programs to ensure students become discerning users of information to enable them to achieve the learning outcomes specified in the school's education programs
- play a role in the whole schools information technology program
- provide experiences to encourage reading, literacy, and information usage

- develop, organise and manage information resources which meet the educational, cultural and recreational needs of students and the professional needs of teachers
- facilitate access to external sources of information
- take responsibility for library management
- participate in activities which support the development of the school community



**ANNEXURE B  
PORTABILITY OF SICK LEAVE**

**Part to be completed by teacher:**

Name of Teacher: \_\_\_\_\_

Name of former Catholic Employer: \_\_\_\_\_

I, \_\_\_\_\_ was formerly employed by \_\_\_\_\_  
(Name of Teacher) (Name of former Catholic Employer)

as a teacher from \_\_\_\_\_ to \_\_\_\_\_  
(Date) (Date)

I commenced as a Teacher with the Former Catholic Employer on \_\_\_\_\_  
(Date)

\_\_\_\_\_  
**Signature of Teacher**

\_\_\_\_\_  
**Date**

**Part to be completed by former Catholic Employer:**

\_\_\_\_\_ was employed by the employer as a Teacher  
(Name of Teacher)

and ceased work on \_\_\_\_\_  
(Date)

At that time, untaken sick leave with the Employer over the proceeding \_\_\_\_\_ years of continuous service is as follows:

\_\_\_\_\_ (Date)

**SET OUT RECORD**

e.g:

Last year of employment	Sick Days
Year 2 accumulation	Sick Days
Year 3 accumulation	Sick Days
Year 4 accumulation	Sick Days
Year 5 accumulation	Sick Days
Year 6 accumulation	Sick Days

\_\_\_\_\_  
**Signature of Employer**

\_\_\_\_\_  
**Date**