



DECISION

Fair Work Act 2009
s.185—Enterprise agreement

Daramalan College Ltd
(AG2021/8796)

TEACHERS (DARAMALAN COLLEGE, MARIST COLLEGE CANBERRA, AND ST EDMUND'S COLLEGE, CANBERRA) MULTI-ENTERPRISE AGREEMENT 2021 - 2024

Educational services

COMMISSIONER MIRABELLA

MELBOURNE, 24 DECEMBER 2021

Application for approval of the Teachers (Daramalan College, Marist College Canberra, and St Edmund's College, Canberra) Multi-Enterprise Agreement 2021 – 2024.

[1] An application has been made for approval of an enterprise agreement known as the *Teachers (Daramalan College, Marist College Canberra, and St Edmund's College, Canberra) Multi-Enterprise Agreement 2021 - 2024* (the Agreement). The application was made pursuant to s. 185 of the *Fair Work Act 2009* (the Act). It has been made by Daramalan College Ltd. The Agreement is a multi-enterprise agreement.

[2] The Applicant has provided written undertakings. A copy of the undertakings is attached in Annexure A. I am satisfied that the undertakings will not cause financial detriment to any employee covered by the Agreement and that the undertakings will not result in substantial changes to the Agreement.

[3] Subject to the undertakings referred to above, I am satisfied that each of the requirements of sections 186, 187, 188 and 190 of the Act, as are relevant to this application for approval, have been met.

[4] I observe that the following provisions are likely to be inconsistent with the National Employment Standards (NES):

- Clause 8.6(d) – Deductions
- Clause 17.7(b) – Community service leave
- Clause 17.2(c) – Compassionate leave
- Clause 17.1(a) – Compassionate leave

- Clause 17.2(b) – Compassionate leave

[5] However, I am satisfied that the Employer's written undertaking in Annexure A means that the more beneficial entitlements of the NES will prevail where there is an inconsistency between the Agreement and the NES.

[6] The Independent Education Union of Australia, being a bargaining representative for the Agreement, has given notice under s. 183 of the Act that it wants the Agreement to cover it. In accordance with s. 201(2) (and based on the declaration provided by the organisation), I note that the Agreement covers the organisation.

[7] The Agreement was approved on 24 December 2021 and, in accordance with s. 54, will operate from 31 December 2021. The nominal expiry date of the Agreement is 30 June 2024.



COMMISSIONER

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Annexure A

IN THE FAIR WORK COMMISSION

FWC Matter No.:
AG2021/8796

Applicant: Teachers (Daramalan College, Marist College Canberra, and St Edmund's College, Canberra) Multi-Enterprise Agreement 2021 - 2024

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

Undertaking – Section 190

I, Rachel Davies, Principal have the authority given to me by Daramalan College

And

I, Matthew Hutchinson, Headmaster have the authority given to me by the Trustees of the Marist Brothers trading as Marist Schools Australia on behalf of Marist College Canberra


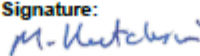
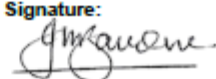
And

I, Joseph Zavone, Principal have the authority given to me by the Trustees of Edmund Rice Education Australia trading as St Edmund's College, Canberra

to give the following undertakings with respect to the Teachers (Daramalan College, Marist College Canberra, and St Edmunds College, Canberra) Multi-Enterprise Agreement 2021-2024 ("the Agreement"):

1. This Agreement will be read and interpreted in conjunction with the National Employment Standards (NES). Where there is an inconsistency between this agreement and the NES, and the NES provides a greater benefit, the NES provision will apply to the extent of the inconsistency.
2. Clause 3.1(v) "**Temporary Teacher** means a Teacher employed to work as a Full-Time or Part-Time Teacher for a specified period which is not more than a full school year, but not less than two school weeks" shall be read as not less than four school weeks.

These undertakings are provided on the basis of issues raised by the Fair Work Commission in the application before the Fair Work Commission.

Daramalan College	Marist College, Canberra	St Edmunds, Canberra
Signature: 	Signature: 	Signature: 
Date: 21/12/2021	Date: 22/12/2021	Date: 21/12/2021

Teachers (Daramalan College, Marist College Canberra, and St Edmund's College, Canberra) Multi-Enterprise Agreement 2021 - 2024

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

1. Title of the Agreement

This Agreement shall be known as the 'Teachers (Daramalan College, Marist College Canberra, and St Edmund's College, Canberra) Multi-Enterprise Agreement 2021 - 2024.'

2. Arrangement

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3. Definitions

3.1 For the purpose of this Agreement:

- (a) **ACT** means the Australian Capital Territory.
- (b) **ACT Education Directorate** means the agency of the ACT Government responsible for school education in the ACT.
- (c) **Act** means the *Fair Work Act 2009* (Cth), as amended or replaced from time to time.
- (d) **Agreement** means the *Teachers (Daramalan College, Marist College Canberra, and St Edmund's College, Canberra) Multi-Enterprise Agreement 2021-2024*.
- (e) **Assistant Principal** is defined in paragraph 11.1(a).
- (f) **Casual Teacher** has the meaning in S15A of the Act.
- (g) **College** means the employer of Teachers at each of the Colleges named in subclause 4(b) of this Agreement.
- (h) **Commencement Date** is defined in clause 6.
- (i) **Full Registration** means a Teacher who has achieved Full Registration with TQI.
- (j) **Full-Time Equivalent** (also 'FTE') means the proportion that the number of teaching hours per week worked by a Teacher bears to the number of teaching hours that a Full-Time Teacher at the College is required to teach. A Teacher's FTE is the basis upon which pro rata pay and conditions for part-time Teachers will be determined.
- (k) **Full-Time Teacher** means any Teacher other than a Casual or Part-Time Teacher.
- (l) **FWC** means the Fair Work Commission as established under the Act.
- (m) **Immediate Family** means immediate family as defined in the Act.
- (n) **NES** means the National Employment Standards as prescribed by the Act, as amended, or replaced from time to time.
- (o) **Part-Time Teacher** means a Teacher who is engaged to work regularly, but for less than the normal duties which a Full-Time Teacher at the College is required to perform.
- (p) **Permit-to-Teach** means a Teacher who has been granted a Permit-to-Teach in the ACT by TQI.
- (q) **Previous Agreement** means the *Teachers (Daramalan College, Marist College Canberra, and St Edmund's College, Canberra) Multi-Enterprise Agreement 2018 – 2021*.

- (r) **Provisional Registration** means a Teacher who has attained Provisional Registration with TQI.
- (s) **Recognised Higher Education Institution** means a university or other recognised tertiary institution that offers degrees, diplomas or teacher education courses as recognised by the Tertiary Education Quality Standards Agency (TEQSA) or its replacement.
- (t) **Registered School** means a school registered under the provisions of the *Education Act 2004* (ACT), or under the applicable legislation in other states or territories in the Commonwealth of Australia.
- (u) **Teacher** means a person employed as such to assist the Principal in the work of the College.
- (v) **Temporary Teacher** means a Teacher employed to work as a Full-Time or Part-Time Teacher for a specified period which is not more than a full school year, but not less than two school weeks.

Provided that a Teacher may be employed for a specific period in excess of a full school year but not more than two full school years where such a Teacher is replacing a Teacher who is on leave for a specified period in excess of a full school year or is replacing a Teacher on secondment to another position. The parties recognise that a Temporary Teacher may be appointed to a series of different temporary positions within the College immediately following the cessation of a prior temporary appointment.

The College and the Teacher, and where the Teacher or the College elect a representative of the Teacher and/or College, may agree to extend the temporary period of appointment beyond two years if the College and the Teacher concerned agree.

- (w) **TQI** means the ACT Teacher Quality Institute, or its successor.
- (x) **Union** means the Independent Education Union of Australia (IEU).

4. Coverage of the Agreement

This Agreement covers and applies to:

- (a) (i) Daramalan College,
 - (ii) the Trustees of the Marist Brothers trading as Marist Schools Australia,
and
 - (iii) the Trustees of Edmund Rice Education Australia.
- (b) Teachers employed respectively by:
 - (i) Daramalan College,
 - (ii) the Trustees of the Marist Brothers trading as Marist Schools Australia on behalf of Marist College Canberra,
 - (iii) the Trustees of Edmund Rice Education Australia trading as St Edmund's College, Canberra.
- (c) the Union, its officers, and its members, on application in accordance with sub-section 183(1) of the Act;

provided that the Agreement shall not apply to the following persons:

- (i) Teachers of music or other individual arts who are remunerated on an individual fee basis; or
- (ii) 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 Agreement.

5. Operation

5.1 No Extra Claims

It is a term of this Agreement that the parties will not make or pursue any extra claims for alterations in wages or other terms and conditions of employment for the College for the term of this Agreement.

5.2 Relationship between the National Employment Standards and this Agreement

The NES apply to Teachers covered by this Agreement, except where this Agreement provides for a more favourable outcome for the Teacher in a particular respect.

6. Term

This Agreement shall commence operation 7 days after approval from the FWC (the 'Commencement Date') and remain in force until 30 June 2024.

7. Flexibility

7.1 Individual Flexibility Arrangements

- (a) The College and a Teacher may agree to make an individual flexibility arrangement to vary the effect of terms of this Agreement if:
 - (i) the arrangement deals with one or more of the following matters:
 - (A) arrangements about when work is performed;
 - (B) allowances;
 - (C) leave loading; and
 - (ii) the arrangement meets the needs of the College and the Teacher in relation to one or more of the matters mentioned in **paragraph 7.1(a)(i)**; and
 - (iii) the arrangement is genuinely agreed to by the College and the Teacher.
- (b) The College must ensure that the terms of the individual flexibility arrangement:
 - (i) are about permitted matters under section 172 of the Act; and
 - (ii) are not unlawful terms under section 194 of the Act; and
 - (iii) result in the Teacher being better off overall than the Teacher would be if no arrangement were made.
- (c) The College must ensure that the individual flexibility arrangement:
 - (i) is in writing; and
 - (ii) includes the name of the College and the Teacher; and
 - (iii) is signed by the College and the Teacher; and
 - (iv) includes details of:
 - (A) the terms of the Agreement that will be varied by the arrangement; and
 - (B) how the arrangement will vary the effect of the terms; and
 - (C) how the Teacher will be better off overall in relation to the terms and conditions of his or her employment as a result of the arrangement; and
 - (v) states the day on which the arrangement commences.
- (d) The College must give the Teacher a copy of the individual flexibility arrangement within 14 days after it is agreed to.

- (e) The College or the Teacher may terminate the individual flexibility arrangement:
 - (i) by giving no more than 28 days written notice to the other party to the arrangement; or
 - (ii) if the College and the Teacher agree in writing-at any time

7.2 Flexible Working Arrangements

- (a) A Teacher may request the College change their working arrangements should any of the circumstances referred to in **paragraph 7.2(b)** apply to the Teacher, and the Teacher would like to change her or his working arrangements because of those circumstances.

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

- (b) The following are the circumstances:
 - (i) the Teacher is a parent, or has responsibility for the care, of a child who is of school age or younger;
 - (ii) the Teacher is a carer within the meaning of the *Carer Recognition Act 2010* (Cth) as amended or replaced;
 - (iii) the Teacher has a disability;
 - (iv) the Teacher is 55 or older;
 - (v) the Teacher is experiencing violence from a member of the Teacher's family;
 - (vi) the Teacher provides care and support to a member of the Teacher's immediate family, or a member of the Teacher's household, who requires care or support because the member is experiencing violence from the member's family.
- (c) To avoid doubt, and without limiting **paragraph 7.2(a)**, a Teacher who:
 - (i) is a parent, or has responsibility for the care, of a child; and
 - (ii) is returning to work after taking leave in relation to the birth or adoption of the child;

may request to work part-time to assist the Teacher to care for the child.

- (d) A Teacher is not entitled to make the request unless:
 - (i) for a Teacher other than a Casual Teacher – the Teacher has completed at least 12 months of continuous service with the College immediately before making the request; or
 - (ii) for a Casual Teacher – the Teacher meets the requirements of Section 65 (2)(b) of the Act.

- (e) The request must be in writing, and set out the details of the change and the reasons for the change.
- (f) Before responding to the request, the College must discuss the request with the Teacher and genuinely try to reach agreement on a change in working arrangements that will reasonably accommodate the Teacher's circumstances having regard to:
 - (i) the needs of the Teacher arising from their circumstances;
 - (ii) the consequences for the Teacher if changes in working arrangements are not made; and
 - (iii) any reasonable business grounds for refusing the request.
- (g) The College must give the Teacher a written response within 21 days, stating whether the employer grants or refuses the request.
- (h) The College may refuse the request only on reasonable business grounds, including but not limited to:
 - (i) that the new working arrangements requested by the Teacher would be too costly for the College;
 - (ii) that there is no capacity to change the working arrangements of other employees to accommodate the new working arrangements requested by the teacher
 - (iii) that it would be impractical to change the working arrangements of other employees, or recruit new employees, to accommodate the new working arrangements requested by the Teacher;
 - (iv) the new working arrangements requested by the Teacher would be likely to result in a significant loss in efficiency or productivity;
 - (v) that the new working arrangements requested by the teacher would be likely to have a significant impact on customer service.
- (i) If the College refuses the request, the written response under **paragraph 7.2(g)** must include details of the reasons for the refusal and state whether or not there are any changes in working arrangements that the College can offer the Teacher so as to better accommodate the Teacher's circumstances; and if the College can offer the Teacher such changes in working arrangements, set out those changes in working arrangements.
- (j) If the College and the Teacher reached an agreement under this **clause 7.2** on a change in working arrangements that differs from that initially requested by the Teacher, then the College must provide the Teacher with a written response to their request setting out the agreed change(s) in working arrangements.

8. General Conditions

8.1 Appointment Letter

The College shall provide a Teacher (other than a Casual Teacher) with a letter on appointment. The letter will state, among other things, 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 College.

8.2 Normal Duties

- (a) The normal duties of Teachers in addition to scheduled teaching, preparation, assessment and reporting shall include playground duties, sports duties, pastoral care, attendance at staff meetings, parent-teacher meetings and the reasonable co-curricular activities of the College.
- (b) The College promotes co-curricular activities as an integral part of its function to help to develop the "whole" person in the student and therefore, the parties recognise that all Teachers are required to participate in the reasonable co-curricular activities conducted by the College. In recognising the differences between individual schools, the parties agree that policies affecting extra/co-curricular activities will be developed by individual schools.

8.3 Meal Break

A Teacher shall be entitled to a minimum of 30 consecutive minutes for a meal break during which time the Teacher shall be free of structured student contact.

8.4 Ordinary weekly hours of work

- (a) This subclause supplements the NES that deals with maximum weekly hours.
- (b) The ordinary hours of a Teacher under this Agreement may be averaged over a 12 month period.

8.5 Flexibility in School Day

- (a) The parties are committed to consideration of flexibility in the timing and length of the school day to meet changing curriculum requirements and student needs.
- (b) Instruction of pupils in curriculum subjects may be timetabled before normal starting times of such instruction and after normal finishing times of such instruction or during normal meal break, if required, provided that no Teacher's duties or overall hours of attendance are increased.

8.6 Termination

- (a) The employment of any Teacher (other than a Casual Teacher) shall not be terminated by the College without at least four weeks' notice or the payment of an equivalent amount of salary in lieu of notice. A Teacher aged more than 45 years shall be entitled to an additional week's notice.
- (b) Where an employee is dismissed for reasons constituting serious misconduct, the termination may be without notice.
- (c) A Teacher must provide the College with at least four term weeks' notice of termination, or as otherwise agreed between the Teacher and the College.
- (d) If a Teacher fails to give the notice specified in **paragraph 8.6(c)**, an amount equal to payment for the period of notice not given by the Teacher shall be a debt owed by the Teacher to the College. A College may withhold from any amount payable under this Agreement, an amount for the period of notice not given by the Teacher only when the Teacher provides authorisation for such a deduction in accordance with s324 of the Act.

8.7 Statement of Service

For the purpose of allowing future employers to appropriately classify Teachers, upon the termination of the service of the Teacher, the College shall provide a general statement of service setting out the length of service, whether service was full time, part time or casual, whether any leave without pay was taken, the range of subjects taught, any position of special responsibility held and any special duties performed. In the case of a Casual Teacher, such statement of service shall be provided on request by the Teacher.

8.8 First Year Teachers

- (a) Colleges will ensure that appropriate arrangements are in place that provide first year Teachers with adequate release time from face to face teaching duties.
- (b) Colleges will also ensure that appropriate arrangements are in place that allow for mentoring of first year Teachers.

8.9 Arrangements for Temporary Teachers

A Teacher may be employed as a Temporary Teacher in the following circumstances:

- (a) where a Teacher is employed to replace a Teacher on leave or secondment;
- (b) where a College's staffing may 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, reduced funding or school amalgamations;
- (c) where a Teacher is employed on a specific programme not funded by the College, or a new programme or initiative funded by the College which is not on-going;

- (d) where a Teacher resigns during a school year and the usual College practice is that such positions are filled on a temporary basis; or
- (e) where an ongoing position has not been able to be filled using normal selection criteria.

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

8.10 Advertising and Appointment Procedures

Normally, full-time and part-time positions, including Promotion Positions, of more than one term in duration will be appropriately advertised. Appointments will be made on the basis of merit and suitability for the position.

9. Classifications

9.1 Definitions

(a) Graduate

Graduate means a Teacher who:

- (i) has Provisional Registration; or
- (ii) has a Permit to Teach; or
- (iii) has Full Registration but with less than two years' full-time teaching service in accordance with **subclause 9.4 - Recognition of Service**; or
- (iv) otherwise does not satisfy the requirements for classification at Proficient.

(b) Proficient, Level 1-5

Proficient means a Teacher who has Full Registration and has completed a minimum of two years' full-time teaching service pursuant to **subclause 9.4 - Recognition of Service**. A Proficient Teacher also includes a teacher who has obtained the equivalent status with the relevant interstate teacher accreditation authority in that jurisdiction, provided they still held that status when they applied for mutual recognition with TQI.

(c) Highly Accomplished

Highly Accomplished means a Teacher who is certified by TQI as a Highly Accomplished or Lead Teacher, or a Teacher who has been recognised as such by another teacher accreditation authority and still holds that status when they apply for mutual recognition with TQI.

9.2 Progression (for Graduate and Proficient)

- (a) A Teacher who has attained Full Registration and who has completed a minimum of two years of full-time teaching service in accordance with **subclause 9.4 - Recognition of Service** will progress to Proficient from the commencement of the next full pay period after both requirements have been satisfied.
- (b) For Teachers with prior teaching service in another State or Territory of Australia, the date they achieved Full Registration for the purpose of this **subclause 9.2**, will be taken to be the date they obtained the equivalent status with the relevant teacher accreditation authority in that jurisdiction, provided they still held that status when they applied for mutual recognition with TQI.
- (c) A Proficient Teacher will commence at Level 1 and progress to the next level on the completion of each year of service.

Example 1:

A Teacher achieved Full Registration on 1 July 2021 and completed two years' full-time teaching service on 1 September 2021. Such a Teacher would be classified as Proficient 1, on 1 September 2021. If the Teacher then completed a further year of full-time teaching service by 1 September 2022, they would progress to Proficient 2 on 1 September 2022. If the Teacher then completed a further year of full-time teaching service by 1 September 2023, they would be classified as Proficient 3 on 1 September 2023.

Example 2:

A Teacher commences employment with a College on 1 June 2021 at which time the Teacher provides evidence that they have completed a total of five years of full-time prior teaching service. This Teacher obtained Full Registration with TQI on 31 May 2019.

This Teacher satisfies the requirements for classification at Proficient (as set out in **paragraph 9.1(b)**) because they have achieved Full Registration and have a minimum of two years full-time teaching service (in accordance with **subclause 9.4**).

This Teacher applies to have their prior teaching service recognised in accordance with **subclause 9.4**. Therefore, to determine the level within the Proficient classification that this Teacher will be classified at on the commencement of their employment:

- The first two years of full-time teaching service are excluded because such service is deemed to be service at the Graduate classification (in accordance with **paragraph 9.1(a) and 9.1(b)**); and
- As 31 May 2019 is the date at which this Teacher had obtained both of the requirements for classification at Proficient (i.e. two years full-time teaching service AND Full Registration), this teacher has two remaining years of full-time teaching service that will count towards the applicable Proficient level the Teacher will be classified at upon the commencement of their employment.

Accordingly, this Teacher will be classified on 1 June 2021 at Proficient 3 and will then progress to the next level on the completion of each year of full-time teaching service (in accordance with **subclause 9.4**).

9.3 Highly Accomplished

- (a) Progression to Highly Accomplished will be effective from the first full pay period on or after the date the Teacher receives certification as a Highly Accomplished Teacher or Lead Teacher, provided the Teacher provides satisfactory evidence of their certification to the College.

- (b) A Teacher is not entitled to receive a specific salary or salary supplement for performing a Promotion Position (as set out in **Table 2 - Salary/Salary Supplement**) in addition to the Highly Accomplished salary (as set out in **Table 1 – Annual Salary**). A Teacher in a Promotion Position who is also classified as Highly Accomplished or Lead Teacher is only entitled to receive either the Highly Accomplished salary, OR the applicable salary or salary supplement for performing a Promotion Position, whichever is the higher.
- (c) Where a Teacher fails to maintain Highly Accomplished Teacher or Lead Teacher certification, they will no longer be classified as Highly Accomplished, and will, from the first full pay period on or after the date certification is lost, revert to the applicable Proficient classification and salary (or rate of pay) as determined by the provisions of this **Clause 9 - Classifications**.

9.4 Recognition of Service

- (a) For the purpose of calculating credit for service pursuant to this clause, teaching service in a Registered School before or after the Commencement Date will be recognised as follows:
 - (i) any employment as a Full-Time Teacher (including employment as a temporary Full-Time Teacher) will be counted as service;
 - (ii) the amount of service of a Part-Time Teacher (including a temporary Part-Time Teacher) will be calculated by reference to the ratio which the number of hours taught by the Teacher bears to the normal number of hours taught by a Full-Time Teacher at the school;
 - (iii) the amount of service of a Casual Teacher will be calculated on the basis that 203 Casual days are equivalent to one year of full-time teaching service.
- (b) For the purpose of calculating the years of service, periods of leave without pay will not count as service.
- (c) All qualified teaching employment overseas (including casual, temporary and permanent) in a recognised school (students aged 5-18 years) shall be recognised for the purpose of this **subclause 9.4 - Recognition of Service**, provided that teaching service occurred in a country where the teacher education qualifications are recognised by TQI as equivalent to qualifications from an Australian university. Overseas service shall be recognised only in years of teaching service - incomplete years of overseas teaching service shall be disregarded from the cumulative total under this paragraph.
- (d) Full-time service in a recognised teaching institution other than a Registered School, or in a field directly related to teaching which is relevant to the position the Teacher is to be employed in (e.g., employment as a musician for a music Teacher; employment in a trade for industrial arts) shall be recognised on the basis of one year of service for each year of full-time employment up to a maximum of four years.

(e) Upon appointment as a new Teacher with the College, the Teacher will be advised in writing of all types of previous service recognised under this Agreement and the documentation required to substantiate such service. In order to establish to the satisfaction of the College the previous service of a Teacher, the Teacher will provide, on or prior to commencement of their employment with the College, documentation to establish the Teacher's qualifications, registration (or equivalent status obtained from a teacher accreditation authority in another State or Territory of Australia) and length of service (the period so established will be taken to be the length of such service). If after commencing employment the Teacher submits further evidence of their previous service, including overseas service in accordance with **paragraph 9.4(c)** then such service will be recognised from one of the following dates:

- (i) from the date of commencement of employment if the further evidence is received within one school term; or
- (ii) from the date the further evidence is received by the College, if submitted after one school term.

However, if a Teacher is employed by the College as at the Commencement Date, and such further evidence of overseas service is submitted within one term of the Commencement Date, any salary adjustment will apply from the first full pay period on or after the Commencement Date.

(f) Parental Leave

For full-time and part time Teachers, up to 12 months of a period of parental leave taken in accordance with **Clause 15 – Parental Leave**, that commenced on or after the Commencement Date will be recognised as service for classification progression purposes, provided that:

- (i) the period of parental leave that is recognised for classification progression is inclusive of the maximum period of 14 weeks in **paragraph 15.1(c)**;
- (ii) the Teacher remains employed by the Employer during and immediately after the period of parental leave;
- (iii) the service to be recognised by the Employer will be credited to the Teacher on the Teacher's return to work from parental leave;
- (iv) service will be recognised at the FTE the Teacher would have worked had the Teacher not taken the parental leave. For example, a Teacher working 0.5 FTE immediately prior to taking a period of unpaid parental leave, including on a flexible working arrangement, who takes 12 months' unpaid parental leave will have 0.5 FTE recognised as service for the purposes of classification progression;
- (v) periods of paid employment or paid leave (other than the 14 weeks in **subclause 15.1(c)**) during the initial 12-month parental leave period will not be recognised for classification progression to avoid double counting;

- (vi) recognition of such service will not be granted before, and until, the teacher has attained Proficient Teacher accreditation with the relevant teacher accreditation authority; notwithstanding that the period of parental leave was before such date;
- (vii) parental leave will not be credited as service for any other purpose, save for the maximum period of 14 weeks in **paragraph 15.1(c)**.

9.5 Savings Clause

No Teacher employed prior to the Commencement Date will, as a result of this Agreement, receive a rate of pay that is less than what they would have otherwise received immediately prior to the Commencement Date and the provisions of subclause 9.6 Transition Arrangements of the Previous Agreement will continue to apply to Teachers employed as at 23 July 2019 to whom it applied as if it were a term of this Agreement.

10. Salary Payment

10.1 Salaries Payable

- (a) The minimum annual rate of salary payable to a Full-Time Teacher shall be as set out for the applicable classification in Table 1 – Annual Salary.
- (b) The salary payable to any Teacher other than a Casual Teacher pursuant to this clause shall be payable fortnightly. Fortnightly rates of pay shall be ascertained by dividing the annual salary by 26.07.
- (c) The salary payable to any Teacher, pursuant to this clause, shall be paid by the College using electronic funds transfer into an account nominated by the Teacher.
- (d) Where the pay day falls on a public holiday, salaries shall be paid on the day not being a Saturday, Sunday or public holiday which immediately precedes the said pay day.
- (e) As soon as practicable after the Commencement Date, the College shall pay to Teachers the difference between:
 - (i) the applicable salary or rate of pay payable under this Agreement from the first full pay period on or after 1 October 2021; and
 - (ii) the salary or rate of pay previously paid to the Teacher for work performed on or after 1 October 2021.

10.2 Payment of Part-Time and Casual Teachers

- (a) A Part-Time Teacher will be paid, on a pro rata basis, the same rate of pay as a Full-Time Teacher with the corresponding classification as well as all benefits contained in this Agreement, that is proportionate to the teaching load of that Teacher in a full school week compared to the teaching load which a Full-Time Teacher at the College is normally required to teach.
- (b) A Casual Teacher will be paid the applicable Casual Rate of Pay (being a daily or half-daily payment) for their classification as set out in **Table 3 – Casual Teachers Rates of Pay**.

10.3 Travelling Expenses

- (a) Where the use of a vehicle is required by the College 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 **Table 4 - Other Rates**.
- (b) Travelling and other out of pocket expenses reasonably incurred by a Teacher in the course of duties authorised by the College and approved in advance shall be reimbursed by the College.

- (c) An understanding regarding travelling and other out of pocket expenses must be reached between the Teacher and the College prior to travel being undertaken or expenses incurred.

10.4 Payment for Supervision of Student Teachers

Where supervision 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.

10.5 Overpayments

Where excess payments are made in circumstances which were not apparent or could not reasonably have been expected to be detected by the Teacher, the relevant parties shall seek agreement on the method of recovery of the overpayment. Where the Teacher so chooses, these discussions may include a representative of the Teacher and where the College so chooses, these discussions may include a representative of the College.

10.6 Salary Packaging

- (a) Notwithstanding **subclause 10.1** and **subclause 11.2**, by mutual agreement with the College, a Teacher other than a Casual Teacher may elect to receive:
 - (i) the benefit of services provided by the College; and
 - (ii) an amount in salary equal to the difference between salary calculated in accordance with the rates of pay prescribed by the Agreement and the amount specified by the College from time to time for the benefit received by the Teacher from the College.
- (b) The College will determine the range of benefits that are offered to the Teacher provided that superannuation is available as a benefit to Teachers for the purpose of salary packaging.
- (c) The Teacher may determine, within the benefits offered by the College, the mix and level of benefits under **paragraphs 10.6(a)(i)** and **10.6(a)(ii)**.
- (d) The Teacher who takes any paid leave shall receive the benefits and salary in accordance with **paragraphs 10.6(a)(i)** and **10.6(a)(ii)**.
- (e) If a Teacher takes leave without pay, the Teacher will not be entitled to any benefits during the period of leave.
- (f) Any other payment provided by this Agreement calculated by reference to the Teacher's salary, and payable:
 - (i) during employment;
 - (ii) on termination of employment in respect of untaken paid leave; or
 - (iii) on death

shall be at the rate of pay which would have applied to the Teacher under this Agreement in **subclause 10.1** and/or **subclause 11.2 Salary or Salary Supplement**.

11. Promotions Positions

11.1 Categories of Promotion Positions

A 'Promotion Position' refers to any of the following positions of additional responsibility; Assistant Principal, Secondary Coordinators 1, 2 and 3 for the Secondary School and Primary Coordinator in the Primary School:

- (a) Assistant Principal is a Teacher appointed as such to assist the Principal in their responsibility for the conduct and organisation of the College, including the administration of the school curricula, staff welfare, student welfare or other significant sections of the College's structure.
- (b) Secondary Coordinator is a Teacher appointed as such who is responsible for the coordination of the program of instruction or activity in a secondary school as determined by the Principal, viz:
 - (i) Coordinator 1 - responsible for a program of instruction of 50 hours or more but not more than 150 hours per week.
 - (ii) Coordinator 2 - responsible for a program of instruction of 20 hours or more but less than 50 hours per week.
 - (iii) Coordinator 3 - responsible for a program of instruction of 15 hours or more but less than 20 hours per week.
- (c) Primary Coordinator is a Teacher appointed to assist the Principal in the administration of the school curricula, staff welfare, and student welfare in the general organisation of the Primary School.

11.2 Salary or Salary Supplement

- (a) The minimum annual salary payable to a Teacher appointed as an Assistant Principal, Primary Coordinator or Secondary Coordinator 1 shall be in accordance with **Table 2 – Salary / Salary Supplement**. In the case of a Teacher appointed as Secondary Coordinator 2 or Secondary Coordinator 3, he or she shall be paid the salary supplement set out in **Table 2 – Salary / Salary Supplement**, in addition to the applicable salary as a Teacher.
- (b) The salary supplement payment for Secondary Coordinators 2 and 3 shall be determined at the beginning of each year and shall apply for that year provided that there is no change in the duties relating to the positions.
- (c) Salary supplements form part of the recipient's salary for all purposes.

11.3 Acting in Promotion Positions

- (a) Any Teacher required by the College to act in a Promotion Position shall be paid for so doing at the rate prescribed for that position in **subclause 11.2**, subject to the following conditions:

- (i) The Teacher must be required to act in the same Promotion Position for an initial period of no less than ten consecutive school days in the same school year ('the initial period'). Payment at the higher prescribed rate will only be processed after the initial period is satisfied.
- (ii) If a Teacher has completed the initial period, and is required to work additional days in the same or a related Promotion Position within the calendar year the initial period was worked, such additional days will also be paid at the applicable rate in **subclause 11.2**.
- (iii) For a Teacher to be eligible to receive the applicable rate in **subclause 11.2**, they must provide the College with evidence that they have satisfied the requirements in **paragraph 11.3(a)(i)** and / or **(ii)**. Failure to do so will result in the Teacher not being eligible for payment at the applicable rate in **subclause 11.2**.

Note: A Related Promotion Position, as referred to in **paragraph 11.3(a)(ii)**, is defined as any Promotions Position which falls within the same specified area. The three specified areas in which Promotion Positions may be distinctly classified for this purpose only, are:

- Executive Coordinator or Assistant Principal positions
- Subject Coordinator positions
- Pastoral Coordinator positions.

- (b) The Teacher shall be remunerated for a school break, including the summer pupil vacation break, at the appropriate rate which shall include payment calculated on a pro rata basis according to the time spent in the acting position before the break.

Where a Teacher is acting in a Promotion Position during the term immediately prior, and would have so acted but for a break in school activity, the Teacher will be paid for the break in accordance with the position occupied.

11.4 Professional Expectations for Promotion Positions

On appointing a Teacher to a Promotion Position, the College shall provide the Teacher with a written statement outlining the professional expectations and duties.

12. Salary Adjustments

This clause applies in respect of termination payments, commencement of employment after the School Service Date, variations to normal FTE of employment since the School Service Date, and salary calculation for leave without pay.

12.1 For the purposes of this clause:

- (a) **School 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.
- (b) **Teacher** means any Teacher other than a Casual Teacher.

12.2 This clause will apply:

- (a) in lieu of the corresponding provisions of the Act; and
- (b) notwithstanding any other provisions contained in this document.

12.3 The provisions of this clause shall apply where:

- (a) a Teacher's employment ceases;
- (b) a Teacher commences employment after the School Service Date;
- (c) the normal FTE of employment of the Teacher has varied since the School Service Date; or
- (d) where a Teacher takes approved leave without pay or unpaid parental leave.

and payments shall be made to such Teachers by application of the formula prescribed by **subclause 12.4** and if relevant, by the application of the provisions of **subclause 12.8** in combination.

12.4 Calculation of Payments

- (a) Payments made pursuant to this clause shall be calculated in accordance with the following formula:

$$P = \left(\frac{(s \times c)}{b} \right) - d$$

Where:

P is the payment due;

s is the total salary paid in respect of term weeks, or part thereof, since the anniversary of employment (or date of employment in circumstances where a Teacher has been employed by the school for less than one year);

b is the number of term weeks, or part thereof, in the year;

c is the number of non-term weeks, or part thereof, in the year; and

d is the salary paid in respect of non-term weeks, or part thereof, that have occurred since the anniversary of employment (or date of employment in circumstances where a Teacher has been employed by the school for less than one year).

12.5 Termination of Employment

A Teacher shall be entitled on termination of employment to a payment calculated in accordance with this clause.

The superannuation contribution in accordance with **Clause 18 - Superannuation**, shall be calculated and payable on this amount.

12.6 Teachers who Commence Employment after the School Service Date

Where a Teacher commenced employment after the School Service Date in any school year and such employment is to continue into the next school year:

- (a) that Teacher shall be paid at the conclusion of Term 4 in the first calendar year of employment in accordance with this clause;
- (b) his/her anniversary of employment for the purposes of the calculation of payments under this clause shall in each succeeding year of employment be the School Service Date; and
- (c) any period for which the Teacher has not been paid by the operation of this clause shall be deemed to be leave without pay, and no salary or other payment other than payment under this clause shall be made.

12.7 Teachers whose Hours have Varied

Where the FTE which a Teacher normally works at the College has 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 in accordance with the formula provided in **subclause 12.4**.

12.8 Salary Calculation for Teachers who take Approved Leave Without Pay or Unpaid Parental Leave

Where a Teacher takes leave without pay with the approval of the College or unpaid parental leave for a period which in total exceeds five pupil days in any year, that Teacher shall be paid a salary calculated in accordance with this clause as follows:

- (a) If the leave without pay commences and concludes in the same school year:
 - (i) subject to **paragraph 12.8(a)(ii)** the payment shall be calculated and made at the conclusion of Term 4 of that school year; and
 - (ii) if the leave without pay commences on the day following the last teaching day of a term and concludes on the day preceding the first teaching day of a term in the same year a payment shall be calculated and made:

- (A) at the commencement of the leave in respect of that year; and
 - (B) at the end of Term 4 in accordance with **paragraph 12.8(c)**.
- (b) If the leave without pay 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 4 in the school year in which the leave concludes a payment shall be calculated and made in respect of that school year.
- (c) The payment to be made to a Teacher at the conclusion of Term 4 of a school year:
 - (i) pursuant to **paragraph 12.8(a)(ii)(B)**; or
 - (ii) in circumstances where, with the agreement of the College, a Teacher who has been paid pursuant to **paragraph 12.8(b)(i)** returns from the leave during the school year in which the leave commenced and notwithstanding that as a result of the leave did not in total exceed five pupil days, shall be determined by:
 - (A) applying the formula in **subclause 12.4** as if no payment had been made to the Teacher pursuant to **paragraph 12.8(a)(ii)(A)** or **12.8(b)(i)**; and
 - (B) deducting from that the amount paid to the Teacher pursuant to **paragraph 12.8(a)(ii)(A)** or **12.8(b)(i)**.
- (d) Notwithstanding the provisions of **paragraph 12.2(a)** 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 relevant provisions of the Act in respect of a year of employment.
- (e) Except in exceptional circumstances, leave without pay with the approval of the College should 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 unless the College has expressly agreed to the contrary.
- (f) The provisions of this **subclause 12.8**, except **paragraph 12.8(e)**, apply to Teachers who take unpaid parental leave pursuant to **Clause 15 - Parental Leave**.

13. Annual Leave

13.1 Entitlement

- (a) A Teacher, other than a Casual Teacher, shall be given and take annual holidays commencing at the beginning of the school summer vacation each year.
- (b) A Teacher must take annual leave re-credited in accordance with the Act only during non-term weeks as directed by the College.

13.2 Annual Leave Loading

- (a) Subject to **paragraph 13.2(f)**, 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 leave loading calculated in accordance with this clause.
- (b) The loading shall be payable in addition to the pay payable to the Teacher for the period of the school vacation.
- (c) The loading shall be calculated:
 - (i) 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 Act at the end of each year of employment, or where relevant;
 - (ii) the period of annual leave calculated under **paragraph 13.2(f)**.
- (d) The loading shall be the amount payable for the period specified in **subclause 13.2(c)** or **13.2(f)** at the rate of 17.5 per cent of the weekly equivalent of the Teacher's annual salary.
- (e) 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, any promotional salary supplements but not including any other allowances or amount otherwise payable in addition to salary.
- (f) Provided that, where **paragraph 13.2(f)** applies, "salary" shall mean the salary (together with allowances payable as aforesaid) payable immediately prior to the payment made to the Teacher pursuant to **Clause 12 - Salary Adjustments**.
- (g) Where a Teacher receives a payment pursuant to **Clause 12 - Salary Adjustments**, including the case where a Teacher's employment is terminated during the school year, the Teacher shall be entitled to be paid for the part of such fraction of the annual holiday loading he or she would be entitled to for the full school year as is equal to the fraction which the number of school weeks worked by the Teacher in that year bears to the number of school weeks he or she would be normally required by the College to work in a full school year.

14. Personal/Carer's Leave

A Full-Time or Part-Time Teacher shall be entitled to paid personal/carers' leave subject to the provisions of this clause.

14.1 Entitlement

- (a) A Teacher will accrue personal/carers' leave on the following basis:
 - (i) During the first year of service with the College, a Teacher is entitled to 15 days paid personal/carers' leave, with five days being available from the commencement of each term (to a maximum of 15 days);
 - (ii) During each subsequent year of service with the College, a Teacher is entitled to 30 days paid personal/carers' leave, with such leave being available as at the commencement of the year.
- (b) A Teacher will accrue personal / carers' leave up to a maximum of 100 days. However, if as a result of this accrual cap, a Teacher's entitlement to personal/carers' leave would be less than what the Teacher would otherwise be entitled to accrue under the NES, then the entitlement under the Act shall prevail.

For example, this would occur in circumstances where a Teacher has completed a minimum of 10 years' service (i.e. 10 years x 10 days paid personal/carers' leave under the NES = 100 days accrued personal/carers' leave and has never taken any paid personal carers' leave in that 10 years).
- (c) A Part-Time Teacher shall be entitled to accrue paid personal/carers' leave on a pro rata basis proportionate to 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 College is normally required to teach.
- (d) A Teacher shall not be entitled to personal/carers' leave for any period in respect of which such Teacher is entitled to workers' compensation.

14.2 Taking of Paid Personal/Carer's Leave

A Teacher may take paid personal/carers' leave if the leave is taken:

- (a) because the Teacher is not fit for work because of a personal illness, or personal injury, or an unexpected personal emergency, affecting the Teacher; or
- (b) to provide care or support to a member of the Teacher's immediate family, or a member of the Teacher's household who requires care or support because of:
 - (i) a personal illness, or personal injury, affecting the member; or
 - (ii) an unexpected emergency affecting the member.

14.3 Notice

- (a) A Teacher shall not be entitled to paid personal/carer's leave unless he or she notifies the Principal (or such other person as directed by the Principal) of:
 - (i) their intention to take personal/carer's leave;
 - (ii) the reason for their absence, being a reason specified in **subclause 14.2**; and
 - (iii) the estimated duration of the absence.
- (b) Such notification shall occur as soon as practicable (which may be at any time after the leave has started) but wherever possible it shall be prior to the ordinary commencement time at the College or prior to the commencement of the first organised activity at the College in which the Teacher is involved on any day, whichever is earlier.
- (c) However, paid personal/carer's leave shall be available if the Teacher took all reasonable steps to notify the Principal in accordance with this paragraph or was unable to take such steps.

14.4 Evidence

- (a) Where a Teacher is absent from the College due to personal illness or personal injury, or an unexpected emergency affecting the Teacher, the College may require the Teacher to provide a medical certificate as evidence, or alternatively the College may require the Teacher to provide any other evidence that would satisfy a reasonable person. Provided however, that no such medical certificate or evidence of personal illness or personal injury shall be required by the College for absences of less than three consecutive days, unless the total of absences without a medical certificate in any school year exceed four days.
- (b) Where a Teacher is absent from the College to provide care or support for a member of the Teacher's immediate family, or a member of the Teacher's household as specified in **paragraph 14.2(b)**, the College may require the Teacher to:
 - (i) establish by either production of a medical certificate or other requested evidence that would satisfy a reasonable person, the illness or injury 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 College, the nature of the emergency and that such emergency resulted in the person concerned requiring care by the Teacher.
- (c) Where a Teacher has taken frequent single days of personal/carer's leave, or taken extended personal/carer's leave such that the College requires additional information in relation to the leave, then the College may take action in accordance with this subclause:
 - (i) The College may arrange a meeting in order to clarify the position with the Teacher. The invitation to the Teacher to attend the meeting shall be in writing (signed by the Principal or the Principal's delegate) with sufficient notice for the Teacher to reasonably be able to attend the meeting. The invitation shall also refer to the provisions of the clause

and shall indicate the grounds for the College's concern about personal/carer's leave taken by the Teacher. The College shall invite the Teacher to respond verbally at the meeting to the issues raised. A Teacher shall not unreasonably fail to attend such a meeting.

- (ii) After consideration of the Teacher's response, if any, the College may:
 - (A) require further evidence of personal illness or personal injury; and/or
 - (B) require the Teacher to provide a medical report from a medical practitioner nominated by the employer (at the employer's cost); and/or
 - (C) discuss with the Teacher any other action.
- (iii) Where a Teacher fails to attend a meeting as requested by the College pursuant to **paragraph 14.4(c)(i)** and does not provide a reasonable explanation for such failure, or does not provide further evidence of illness as outlined in **paragraph 14.4(c)(ii)**, then following prior written notice the College may cease payment of personal/carer's leave if the College has reasonable grounds for a belief that the Teacher is not entitled to personal/carer's leave for that absence.
- (iv) The Teacher may request that any matter pursuant to this clause be discussed at any stage between a representative of the Teacher's choosing and the College may request that any matter pursuant to this clause be discussed with a representative of the College's choosing.

14.5 Unpaid Carer's Leave

- (a) A Teacher, including a Casual Teacher, is entitled to up to two days of unpaid carer's leave for each occasion when a member of the Teacher's immediate family, or member of the Teacher's household, requires care or support because of:
 - (i) a personal illness, or personal injury, affecting the member; or
 - (ii) an unexpected emergency affecting the member.
- (b) A Teacher cannot take unpaid carer's leave under this sub-clause if the Teacher could instead take paid personal/carer's leave.
- (c) A Teacher's entitlement to take unpaid carer's leave under this sub-clause is subject to the Teacher meeting the notice requirements as set out in **subclause 14.3**, and the evidence requirements as set out in **subclause 14.4(b)**.
- (d) With the consent of the College, a Teacher may elect to take unpaid carer's leave for the purposes set out in this sub-clause in addition to that provided in **subclause 14.2** above.

- (e) The College must not fail to re-engage a Casual Teacher because the Teacher accessed the entitlements provided for under this sub-clause. The rights of the College to engage or not to engage a Casual Teacher are not otherwise affected.

14.6 Portability

For the purpose of this sub-clause "College" shall have the same meaning as in **paragraph 3.1(g)**, and "Catholic Diocesan Employer" shall mean the schools operated by the Archdiocese of Canberra and Goulburn.

- (a) Subject to any exclusions, a Full-Time or Part-Time Teacher who was previously employed with another College in the ACT or the Archdiocese of Canberra and Goulburn and is employed by a College under this Agreement on or after 1 July 2008, shall be entitled to portability of personal / carer's leave in accordance with this clause.
- (b) Untaken personal / carer's leave which has accrued in accordance with **subclause 14.1** since 1 July 2008 shall be credited to the Teacher as their accrued personal / carer's leave on the commencement of their employment with the College.
- (c) For a Teacher to be eligible for portability of personal / carer's leave under this clause, the Teacher must satisfy the following criteria:
 - (i) The Teacher has commenced employment with the College within six months or two terms, whichever is the greater, of the Teacher's employment terminating with the other College or Catholic Diocesan Employer.
 - (ii) The former College or former Catholic Diocesan Employer will provide to each Teacher, on the Teacher's termination of employment, a completed version of the form set out in Annexure A: Portability of Personal / Carer's Leave of this Agreement, and the Teacher will provide the original completed form to the new College within four weeks of the commencement of employment.
- (d) Notwithstanding **paragraphs (a) and (b)** of this sub-clause, the maximum personal / carer's leave portable pursuant to this sub-clause shall be 100 days.

14.7 Family and Domestic Violence Leave

See **subclause 17.9 Family and Domestic Violence Leave**

15. Parental Leave

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

15.1 Paid Parental Leave

- (a) A Teacher who has an entitlement to parental leave under the Act, and shall be the primary person responsible for the care of the child from the child's date of birth (being birth-related leave under the Act) or, in the case of adoption (being adoption-related leave under the Act) from the child's date of placement with the Teacher, and who applies and takes parental leave from the College, shall be entitled to paid parental leave in accordance with this sub-clause.
- (b) A Teacher, other than a Casual Teacher, who is a foster carer with enduring parental responsibility pursuant to the *Children and Young People Act 2008* (ACT) (CYP Act) as amended or replaced, will receive the same paid parental leave entitlements and conditions under this clause as apply to a Teacher who is eligible for adoption-related leave under the Act. For such Teachers, the child's 'date of placement' for the purpose of this clause, will have the same meaning as the child's date of placement with the Teacher as a person with enduring parental responsibility in accordance with the CYP Act.
- (c) Paid parental leave shall be paid for a maximum of fourteen weeks at the rate of salary the Teacher would have received if the Teacher had not taken parental leave. If the period of parental leave granted to the Teacher is for less than fourteen weeks, then the period of paid parental leave shall be for such lesser period. This period shall be inclusive of non-term periods falling within the fourteen weeks, other than where a Teacher works up until the last day of a term in which case the parental leave shall be deemed to commence from the first day of the following school term. For the purpose of this sub-clause, non-term periods shall not include a period of four weeks of annual holidays to which the Teacher is entitled in the school summer vacation - the first four weeks of the summer vacation period.
- (d) The Teacher may elect to be paid during the period of paid leave in **subclause 15.1(c)** either in accordance with the usual College payment schedule or as a lump sum payment in advance.
- (e) Unpaid parental leave will not be counted as service for the purposes of this Agreement (other than for salary progression purposes in accordance with **subclause 9.4(f)**) and any other statutory entitlement. A maximum period of 14 weeks will be counted as service where payment is made in accordance with **subclause 15.1(c)**.
- (f) Where a Teacher applies for a lump sum payment in advance under **subclause 15.1(d)**, the Teacher shall give the College at least one month's notice of intention.
- (g) If a female Teacher has commenced paid parental 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 subclause equivalent to salary for the period of parental leave taken by the Teacher.

- (h) Paid parental leave shall commence no earlier than one term prior to the expected date of birth or, in the case of adoption, from the child's date of placement with the employee for adoption.
- (i) The College may deduct payment for any absence of the Teacher (to which the Teacher, but for this clause, would have been entitled under **Clause 14 – Personal/Carer's Leave**) in the period four calendar weeks prior to the expected date of birth from the payment of paid parental leave to which the Teacher is entitled pursuant to this clause.
- (j) Non-term weeks within the period of paid parental leave shall be deemed to be non-term weeks worked by the Teacher for the purpose of **Clause 12 - Salary Adjustments**.
- (k) The Teacher on paid parental leave in accordance with this clause will not be employed as a casual employee by the College during such paid leave.
- (l) Where a Teacher gives birth to a child whilst on unpaid leave (other than parental leave in relation to the birth of the same child) the Teacher will be entitled to parental leave in accordance with the Act. However, the Teacher will not be entitled to an additional fourteen weeks' payment in accordance with **subclause 15.1(c)**.

15.2 Paid Parental Leave (Not Primary Caregiver)

- (a) Where a Teacher has an entitlement to and takes parental leave under the Act but is not the primary person responsible for the care of the child, the Teacher shall be entitled to paid parental leave in accordance with this sub-clause.
- (b) A Teacher shall be entitled to one day's leave with pay on the date of their child's birth, or on the day on which their child/the primary person responsible for the care of the child leaves hospital following the child's birth, or in the case of adoption, the date of the child's placement.
- (c) In addition to the entitlement in **paragraph 15.2(b)**, a Teacher shall be entitled, subject to this sub-clause, to take paid parental leave in one continuous period not exceeding two weeks. Such leave shall be deducted from, and shall not exceed, the Teacher's entitlement to paid personal/carers' leave in **Clause 14 - Personal/Carer's Leave**, of this agreement.
- (d) The Teacher shall be entitled to take parental leave in accordance with **paragraph 15.2(c)** 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 College 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 College'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. In the case of adoption-related leave, unless otherwise agreed by the College, a Teacher's entitlement to take paid parental leave cannot start earlier than the child's date of placement.
- (e) The entitlement to paid parental leave in **paragraphs 15.2(c)** and **15.2(d)** is inclusive of, and not in addition to, any entitlement the Teacher may have to take unpaid concurrent leave in accordance with the Act.
- (f) The Teacher must give a minimum of 4 weeks' written notice of the dates on which the Teacher proposes to start and end the period of paid parental leave.

The proposed dates may be varied by further written notice, subject to the provisions of **paragraph 15.2(d)** above.

15.3 Casual Teachers

The College shall not fail to re-engage an eligible Casual Teacher because:

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

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

15.4 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 College 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 College of changes of address or other contact details which might affect the Colleges capacity to comply with **paragraph 15.4(a)**.

15.5 Right to Request Extension of Parental Leave

- (a) A Teacher entitled to parental leave may request the College to allow the Teacher to extend the period of simultaneous unpaid parental leave up to a maximum of eight weeks or to extend the period of unpaid parental leave for a further continuous period of leave not exceeding twelve months.

16. Long Service Leave

16.1 Except in so far as expressly varied by the provisions of this clause, the provisions of the *Long Service Leave Act 1976* (ACT) shall apply to Teachers employed under this Agreement.

16.2 Quantum of Leave

The amount of long service leave a Teacher employed by Daramalan College and Marist College Canberra shall accrue shall be:

For service prior to 3 September 1996	An amount calculated on the basis of the provisions of the <i>Long Service Leave Act 1976</i> (ACT) or the arrangements operating in the school.
For service from 3 September 1996 to 1 January 1999	1.3 weeks per year of service.
For service from 1 January 1999 to 1 February 2002	1.3 weeks per year up to ten years of service. 1.9 weeks per year after ten years of service.
For service from 1 February 2002	1.3 weeks per year up to ten years of service. 2.0 weeks per year after ten years of service.

The amount of long service leave a Teacher employed by St Edmund's College, Canberra shall accrue shall be:

For service prior to 30 June 1999	1.3 weeks per year of service.
For service from 30 June 1999 to 30 January 2002	1.3 weeks per year up to ten years of service. 1.9 weeks per year after ten years of service.
For service from 30 January 2002	1.3 weeks per year up to ten years of service. 2.0 weeks per year after ten years of service.

16.3 Entitlement to Long Service Leave and Payment on Termination

(a) A Teacher shall be entitled to take long service leave accrued in accordance with **subclause 16.2** once they have completed seven years of service with the College.

- (b) In the case of a Teacher who has completed at least five years' service but less than seven years with the College and whose services with the College are terminated or cease for any reason, such Teacher shall be entitled to a proportionate amount of their long service leave.

16.4 Conditions of Taking Leave

- (a) Where a Teacher has become entitled to long service leave in respect of the Teacher's service with the College, the College shall give to the Teacher and the Teacher shall take the leave as soon as practicable, having regard to the needs of the College, provided always that unless the College 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 College shall give the Teacher not less than two school terms' notice of any requirement that such leave be taken. Provided however that a Teacher who is entitled to take four weeks of long service leave, shall be entitled to take the leave as soon as practicable, having regard to the needs of the College's business, unless otherwise agreed.
- (b) A Teacher may request and be granted up to one week's 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.
- (c) Long service leave will be exclusive of pupil vacation periods adjacent to or within the period of leave. Provided however, that in the case of a Teacher who wishes to take a short block of long service leave immediately before, immediately after, or that spans across a pupil vacation period, then the College may impose as a condition of the granting of such leave that the leave is inclusive of the pupil vacation period adjacent to or within the period of leave.
- (d) 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.

16.5 Service

The service of a Teacher with the College shall be deemed continuous notwithstanding the service has been interrupted by reason of the Teacher taking unpaid parental leave or other approved leave without pay, but the period during which the service is so interrupted shall not be taken into account in calculating the period of service.

16.6 Payment in Lieu of Long Service Leave

- (a) Where a Teacher has an entitlement to long service leave and takes long service leave for a minimum of one month, the Teacher and the College 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. Provided however the Teacher can only "cash out" leave in excess of the entitlement pursuant to the *Long Service Leave Act 1976* (ACT).
- (b) Any payment in **paragraph 16.6(a)** will be paid by the College upon the commencement of the Teacher's long service leave.

- (c) Where a payment in lieu of long service leave is paid by the College in accordance with this sub-clause, a Teacher's entitlements to long service leave will be reduced by the extent of such payment.

16.7 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 consecutive school term as leave without pay, the College shall give consideration to such arrangement where the Teacher has had five years continuous service with the College. Any leave without pay that may be approved would be for terms in the same year.

16.8 Long Service Leave in Short Blocks

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

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

16.9 Parental Leave/Long Service Leave

- (a) For the purposes of this subclause, parental leave shall not include parental leave (not primary caregiver).
- (b) A Teacher who has seven or more continuous years' service with the College prior to taking parental leave shall be entitled to be paid their pro-rata long service leave entitlements either in whole or in part, calculated in accordance with this clause on the commencement of their parental leave.
- (c) Where a Teacher has less than five years but at least two years continuous service with the College prior to taking parental leave, then the following shall apply:
 - (i) A Teacher shall be entitled to be paid pro rata long service leave entitlements, either in whole or in part, calculated in accordance with this clause on the commencement of parental leave to a maximum of three weeks.
 - (ii) Where the Teacher's employment is subsequently terminated and the Teacher has no entitlement or an insufficient entitlement to long service leave under this clause, the College may deduct from any remuneration payable on termination to the Teacher the amount paid to the Teacher for long service leave whilst on parental leave. If there is no remuneration payable on termination or the amount of remuneration payable is less than the amount of long service leave, the Teacher will be required to pay any outstanding amount to the College.

- (d) Where a Teacher desires to be paid some or all of their long service leave entitlement while on parental leave, the Teacher will give not less than four weeks' notice in writing of this intention to the College prior to the date on which the Teacher proposes to commence parental leave.
- (e) Where a Teacher desires to be paid their long service leave while on unpaid parental leave the period of long service leave taken cannot exceed the period of time on unpaid parental leave.

16.10 Public Holidays and Long Service Leave

Long service leave shall be exclusive of public holidays occurring during such leave in accordance with the requirements of the *Long Service Leave Act 1976* (ACT).

16.11 Superannuation Contribution

On termination, the superannuation contribution in accordance with **Clause 18, Superannuation** of this Agreement, shall be calculated to include any outstanding long service leave entitlement.

16.12 Long Service Leave Portability

Eligible Teachers are entitled to portability of long service leave as outlined in **Annexure B: Catholic Schools Intrastate Long Service Leave Portability Arrangement** of this Agreement.

17. Other Leave

17.1 Bereavement Leave

- (a) A Full-Time or Part-Time Teacher shall on the death of an immediate family member be entitled to paid leave up to and including the day of the funeral of their relative. The leave shall not exceed three school days. A Teacher may be required to provide the College with satisfactory evidence of the death.
- (b) Where a Teacher takes bereavement leave in accordance with **paragraph 17.1(a)** the College 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 17.1(a)**, the College may grant the Teacher leave as leave without pay or bereavement leave with pay.
- (d) Where the College grants a Teacher leave with pay in accordance with **paragraph 17.1(b)** or **17.1(c)** the leave will be deducted from the Teacher's entitlement to personal/carer's leave in accordance with **Clause - 14 Personal/Carer's Leave**.
- (e) Bereavement leave may be taken in conjunction with other leave available under **Clause 14 - Personal/Carer's Leave**. In determining a request, the College will give consideration to the circumstances of the Teacher and the reasonable operational requirements of the College.

17.2 Compassionate Leave at other Times

- (a) A Full-Time or Part-Time Teacher shall be entitled to paid compassionate leave in accordance with and subject to the terms of the Act.
- (b) A Teacher is entitled to two days paid compassionate leave per occasion when a member of the Teacher's immediate family or a member of the Teacher's household:
 - (i) contracts or develops a personal illness that poses a serious threat to his or her life;
 - (ii) or sustains a personal injury that poses a serious threat to his or her life.
- (c) A Teacher may be required to provide the College with such satisfactory evidence as the College may reasonably require of the illness or injury.

17.3 Bereavement and Compassionate Leave for Casual Teachers

- (a) Casual Teachers are entitled to unpaid bereavement leave in circumstances set out in **subclause 17.1**, and unpaid compassionate leave in circumstances as set out in **subclause 17.2**. A Casual Teacher must notify the College as soon as practicable of their intention to access these entitlements and may be required to provide the College with satisfactory evidence of circumstances to be entitled to take unpaid bereavement leave or unpaid compassionate leave.

- (b) Where a Casual Teacher requests unpaid compassionate leave, the College and the Casual Teacher shall agree on the period for which the Casual Teacher will be entitled to not be available to attend work. In the absence of agreement, the Casual 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) The College must not fail to re-engage a Casual Teacher because the Teacher accessed the entitlements provided for in this clause. The rights of a College to engage or not engage a Casual Teacher are otherwise not affected.

17.4 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.

17.5 Examination Study Leave

A Teacher other than a Casual Teacher who, for the purposes of furthering his or her 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 the course.

17.6 Jury Service

- (a) A Teacher required to attend for jury service during normal working hours shall be paid by the College an amount equal to the salary the Teacher would have been entitled to as if the Teacher has been engaged as normal. The Teacher shall reimburse to the College any amount paid exclusive of travelling allowance in respect of the Teacher's attendance for such jury service.
- (b) The Teacher shall notify the College as soon as possible of the date upon which he or she is required to attend for jury service. The Teacher shall give the College proof of his or her attendance, the duration of such attendance and the amount received in respect of that jury service.

17.7 Short Community Service

- (a) The College shall provide a Teacher with Community Service Leave in accordance with the Act.
- (b) Where a Teacher's involvement in a community service activity has been approved by the College after consideration of the needs of the school, a Teacher shall be entitled to leave for emergency leave for service to the community. Examples of purposes for which such leave may be granted include working in the State Emergency Service or Volunteer Fire Brigade.
- (c) The Teacher shall advise the College as soon as possible of his/her requirement to attend for emergency service leave.

- (d) The Teacher shall provide to the College a Statutory Declaration or statement from his/her service organisation manager as proof of emergency service attendance.

17.8 Overseas Volunteer Programs

- (a) A Full-Time or Part-Time Teacher may apply to the College for leave without pay to work in a recognised overseas volunteer program in accordance with this subclause.
- (b) The provision of such leave is at the College's discretion.
- (c) An application for leave shall be accompanied by evidence of approval to work in the scheme and the proposed period of leave.
- (d) Such leave without pay shall not count as service with the College for the purpose of long service leave.

17.9 Family and Domestic Violence Leave

- (a) A Teacher is entitled to five days unpaid family and domestic violence leave in accordance with the Act.
- (b) A Teacher, who has an entitlement to personal / carer's leave, is entitled to 10 days' paid family and domestic violence leave each year drawn from the Teacher's personal / carer's leave entitlement in the following circumstances:
 - (i) the Teacher is experiencing family and domestic violence; and
 - (ii) the Teacher needs to attend to a matter to deal with the impact of the family and domestic violence; and
 - (iii) it is impractical for the Teacher to attend to that matter outside the Teacher's ordinary hours of work.
- (c) For the purposes of this **subclause 17.9**, family and domestic violence is as defined in the Act.
- (d) A Teacher wishing to access paid family and domestic violence leave provided under this **subclause 17.9** must comply with the evidence and notice requirements relating to unpaid family and domestic violence leave set out in the Act.
- (e) The Teacher will advise the Employer as soon as possible of their intention to apply for leave pursuant to this sub clause, the expected duration, and the reason for the absence.
- (f) A Teacher who is impacted by family and domestic violence may also be entitled to apply for further paid personal/carer's leave under **Clause 14 - Personal / Carer's Leave** of this Agreement. Where this occurs, the leave is not subject to the limits as set out in **paragraph 17.9(b)**.

17.10 Emergency Disaster Leave

- (a) The parties to this Agreement recognise the importance of keeping Colleges open wherever possible during times of natural disasters and, should the Colleges need to be closed for a time, to reopen them as soon as possible.
- (b) Teachers will assist with keeping the Colleges open to support students, families, and the community and to provide continuity of teaching/learning as far as is feasible and safe to do so. They will attend work unless prevented by circumstances described in **paragraph 17.10(c)** or are otherwise on approved leave. Subject to **paragraph 17.10(c)** Teachers may be asked to assist with preparing for a reopening of a damaged College.
- (c) A Teacher who is unable or is prevented from attending work or cannot work remotely because of floods, snowfall, severe storms, bushfires, or other natural emergencies shall be granted a maximum of five days paid leave per calendar year to be drawn from the Teacher's personal/ carer's leave entitlement in the following circumstances:
 - (i) they must remain at home because transport services and facilities are disrupted or discontinued due to weather or flood conditions; or
 - (ii) they are away from their usual residence and are unavoidably delayed in returning to work due to identified and specific disruptions to transport services and facilities; or
 - (iii) they are required to leave work early and return home to ensure their personal safety, the safety of their family or the protection of their property or because the availability of transport services and facilities may be disrupted or discontinued due to weather or flood conditions; or
 - (iv) they must remain at home to have temporary repairs effected, restore, or replace essential belongings, complete necessary clean-up for safety or to enable occupation of residence.
- (d) In respect of the entitlement set out in **paragraph 17.10(c)**, the Employer may require the Teacher to provide suitable evidence.
- (e) The Teacher will advise the Employer as soon as possible of their intention to apply for leave pursuant to this subclause, the expected duration, and the reason for the absence.
- (f) For the purpose of this clause, the Teacher's "home", means a Teacher's primary place of residence only.
- (g) A Teacher who is impacted by a natural disaster may also be entitled to apply for paid personal/carer's leave under **Clause 14 - Personal / Carer's Leave** of this Agreement. Where this occurs, the leave is not subject to the limits as set out in **paragraph 17.10(c)**.

18. Superannuation

18.1 Fund

The College shall pay contributions to any complying fund nominated by the Teacher to receive superannuation contributions. In the event no fund is nominated, superannuation will be paid to our default fund, subject to any legal requirement to pay the super to another fund. The default fund may be NGS Super, the Australian Catholic Super and Retirement Fund or Catholic Super, provided that such funds offer a My Super Product.

18.2 Superannuation Legislation

The subject of superannuation is dealt with extensively by legislation, including the *Superannuation Guarantee (Administration) Act 1992*, the *Superannuation Guarantee Charge Act 1992*, the *Superannuation Industry (Supervision) Act 1993* and the *Superannuation (Resolution of Complaints) Act 1993*. This legislation, as varied from time to time, governs the superannuation rights and obligations of the parties.

18.3 Additional Employer Superannuation Contributions

- (a) Notwithstanding the provisions of subclause 18.2, it is agreed that from the first pay period on or after 1 July 2005, the College will maintain a College funded superannuation contribution of 1% of salary above the superannuation guarantee rate as prescribed by superannuation legislation, however this additional payment shall only be available to those Teachers who themselves also contribute a co-payment equal to the additional 1% being paid by the College.
- (b) The additional contributions referred to above in **paragraph 18.3(a)**, shall be made to a fund defined in **subclause 18.1**.
- (c) Any current superannuation payment made by the Teacher to a fund defined in **subclause 18.1** that is in excess of the 1% referred to above shall be deemed to satisfy this requirement.

19. Staff Professional Learning

All parties to the Agreement recognise the value and importance of continued professional learning.

The parties further recognise the current practice that professional learning / in-service programs are undertaken by Teachers during both school and personal time.

Professional learning/in-service programs will include the participation of Teachers in up to three days of school development/ professional development requirements outside gazetted ACT term time. This applies where such an arrangement already exists in the College.

TQI registration renewal

Colleges will ensure that opportunities are provided so that Teachers during the school year can work towards completing their TQI registration renewal requirements for professional learning.

20. Suspension

- 20.1** Notwithstanding any of the provisions in this Agreement, the College may suspend a Teacher with pay where it holds serious concerns regarding potential risks to the health and safety of employees (including Teachers) and/or students, and where it reasonably believes suspension with pay may reduce or control such risks.
- 20.2** In addition to **subclause 20.1**, the College may also suspend a teacher with or without pay while considering any matter which, in the view of the College, could lead to the Teacher's summary dismissal. Suspension without pay shall not be implemented by the College without prior discussion with the Teacher and shall not, except with the Teacher's consent, exceed a period of four weeks.
- 20.3** Notwithstanding **subclause 20.2**, the College may suspend a Teacher without pay and without the Teacher's consent for a period of up to eight weeks, but can only do so if they have held prior discussions with the Teacher and the Teacher is unable to perform their duties for one or more of the following reasons:
- (a) the Teacher has lost their registration with TQI because they do not hold, or no longer hold, Working with Vulnerable People Registration as required by the *Working With Vulnerable People (Background Checking) Act 2011* (ACT); or
 - (b) the Teacher has failed to maintain or renew their registration with TQI.
- 20.4** For the avoidance of doubt, a Teacher suspended in the circumstances set out in **subclause 20.3** may access their accrued leave entitlements, provided they are eligible to do so in accordance with the Agreement.

21. Consultation and Redundancy

21.1 Application of this clause

Except as varied by this clause, all other entitlements relating to redundancy under the Act shall apply.

21.2 Consultation regarding major workplace change:

(a) Duty to Notify and Discuss

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

(b) Discussions before Termination

- (i) Where the College has made a definite decision that the College no longer wishes the job the Teacher has been doing done by anyone and that decision may lead to the termination of employment, the College shall hold discussions with the Teachers directly affected and with their representatives, if any, which may include the Union.
- (ii) The discussions shall take place as soon as is practicable after the College has made a definite decision which will invoke **paragraph 21.2(a)** and shall cover any reasons for the proposed terminations, measures to avoid or minimise the terminations and measures to mitigate any adverse effects of any termination of the Teachers concerned.
- (iii) For the purposes of the discussion the College shall, as soon as practicable, provide to the Teachers concerned and their representatives, if any, all relevant information about the proposed terminations including the reasons for the proposed terminations, the categories of Teachers likely to be affected, and the period over which the terminations are likely to be carried out. Provided that the College shall not be required to disclose confidential information the disclosure of which would adversely affect the College.

(c) Notice for Change in Production, Program, Organisation or Structure

- (i) This **paragraph (21.2(c))** sets out the notice provisions to be applied to terminations by the College for reasons arising from 'production', 'program', 'organisation' or 'structure' in accordance with **subclause 21.2**.
- (ii) In order to terminate the employment of a Teacher the College shall give to the Teacher notice as set out in **subclause 8.6** of this Agreement.
- (iii) Payment in lieu of the notice above shall be made if the applicable notice period is not given. Provided that employment may be terminated by part of the period of notice specified and part payment in lieu thereof.

(d) Notice for Technological Change

This **paragraph 21.2(d)** sets out the notice provisions to be applied to terminations by the College for reasons arising from 'technology' in accordance with **subclause 21.2**.

- (i) In order to terminate the employment of a Teacher the College shall give to the Teacher 3 months' notice of termination.
- (ii) Payment in lieu of the notice above shall be made if the applicable notice period is not given. Provided that employment may be terminated by part of the period of notice specified and part payment in lieu thereof.
- (iii) The period of notice required by this subclause to be given shall be deemed to be service with the College for the purposes of the *Long Service Leave Act 1976* (ACT), the Act, or any act amending or replacing either of these acts.

(e) Time Off During the Notice Period

- (i) During the period of notice of termination given by the College a Teacher shall be allowed up to one day's time off without loss of pay during each week of notice, to a maximum of five weeks, for the purposes of seeking other employment.
- (ii) If the Teacher has been allowed paid leave for more than one day during the notice period for the purpose of seeking other employment, the Teacher shall, at the request of the College, be required to produce proof of attendance at an interview or the Teacher shall not receive payment for the time absent.

(f) Teacher Leaving During the Notice Period

If the employment of a Teacher is terminated (other than for misconduct) before the notice period expires, the Teacher shall be entitled to the same benefits and payments under this clause had the Teacher remained with the College until the expiry of such notice. Provided that in such circumstances the Teacher shall not be entitled to payment in lieu of notice.

(g) Statement of Employment

Refer to **subclause 8.7**.

(h) Centrelink Employment Separation Certificate

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

(i) Transfer to Lower Paid Duties

Where a Teacher is transferred to lower paid duties for reasons set out in **subclause 21.2**, the Teacher shall be entitled to the same period of notice of transfer as the Teacher would have been entitled to if the Teacher's employment had been terminated, and the College may at the College's option make payment in lieu thereof of an amount equal to the difference between the former ordinary time rate of pay and the new ordinary time rate for the number of weeks of notice still owing.

(j) Severance Pay

Where a Teacher is to be terminated for reason of redundancy in accordance with this clause, the College shall pay the following severance pay in respect of a period of continuous service:

Under 45 years

Years of service	Entitlement
less than 1 year	Nil
1 year and less than 2 years	4 weeks
2 years and less than 3 years	7 weeks
3 years and less than 4 years	10 weeks
4 years and less than 5 years	12 weeks
5 years and less than 6 years	14 weeks
6 years and over	16 weeks

45 years of age and over

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

For the purpose of severance pay provided for in this paragraph 21.2(j), 'weeks' means the all purpose weekly rate of pay for the Teacher as at the date of termination and will include, in addition to the ordinary rate of pay, over Agreement payments, allowances and salary supplements provided for in this Agreement. However, it will not include any of the following payments that may have been received by the Teacher as at the date of termination:

- Discretionary co-curricular payments;
- Travelling allowance and travelling expenses (as provided for in **subclause 10.3**);
- Payment for supervision of student teachers (as provided for in **subclause 10.4**);

(k) Incapacity to Pay

Subject to an application by the College and further order of the Fair Work Commission, the College may pay a lesser amount (or no amount) of severance pay than that provided for in the Act.

The Fair Work Commission shall have regard to such financial and other resources of the College concerned as Fair Work Commission thinks relevant, and the probable effect paying the amount of severance pay provided by the Act will have on the College.

(l) Alternative Employment

Subject to an application by the College and further order of Fair Work Commission, the College may pay a lesser amount (or no amount) of severance pay than that provided by the Act if the College obtains acceptable alternative employment for a Teacher.

21.3 Consultation about change to regular roster or ordinary hours of work

- (a) Where the College proposes to introduce a change to the regular roster or ordinary hours of work of Teachers, the College must consult with the Teacher or Teachers affected and their representatives, if any, about the proposed change.
- (b) The College must:
 - (i) provide to the Teacher or Teachers affected and their representatives, if any, information about the proposed change (for example, information about the nature of the change to the Teacher's regular roster or ordinary hours of work and when that change is proposed to commence)
 - (ii) invite the Teacher or Teachers affected and their representatives, if any, to give their views about the impact of the proposed change (including any impact in relation to their family or caring responsibilities); and
 - (iii) give consideration to any views about the impact of the proposed change that are given by the Teacher or Teachers concerned and/or their representatives.
- (c) The requirement to consult under this clause does not apply where a Teacher has irregular, sporadic or unpredictable working hours.

- (d) These provisions are to be read in conjunction with other provisions within this Agreement concerning the scheduling of work and notice requirements.

22. Dispute Resolution Procedure

22.1 The objective of these procedures is the avoidance and resolution of industrial dispute, arising under this Agreement and the NES, by measures based on consultation, cooperation, and negotiation.

22.2 Subject to the provisions of the Act, disputes in relation to matters under this Agreement and the NES shall be dealt with in the following manner:

Step 1

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

Step 2

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

During conciliation, the FWC may:

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

Step 3

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

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

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

Note: If the FWC arbitrates the dispute it may also use the powers that are available to it under the Act. A decision the FWC makes when arbitrating a dispute is a decision for the purposes of Div 3 of Part 5-1 of the Act. Therefore, an appeal may be made against the decision.

22.3 The College or the Teacher may appoint another person, organisation or association to accompany and/or represent them for the purpose of this clause. Where the Teacher appoints the Union, the Union shall be party to the dispute.

22.4 A Teacher who is party to a dispute must, while the dispute is being resolved:

- (a) continue to work in accordance with his or her contract of employment, unless the Teacher has a reasonable concern about an imminent risk to his or her health and safety; and
- (b) comply with any reasonable direction given by the College to perform available work, either at the same workplace or at another workplace. If the College exercises its right to direct a Teacher to perform other available work, the College must have regard to:
 - (i) the provisions (if any) of the law of the Commonwealth or Territory dealing with work health and safety that apply to that Teacher or that other work; and
 - (ii) whether that work is appropriate for the Teacher to perform.

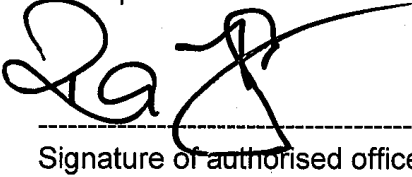
23. Copy of Agreement

A copy of the official print of this Agreement together with the official prints of any variation thereof shall be posted and kept posted in a prominent place accessible to Teachers.

Signatories to the Agreement

EXECUTED as an agreement.

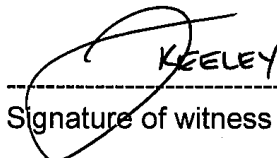
SIGNED for and on behalf of Daramalan College
by an authorised officer
in the presence of


Signature of authorised officer

7/12/2021
Date

Ms Rachel Davies
of Cowper St
Dickson, ACT 2602
P.O. Box 84 Dickson ACT 2602

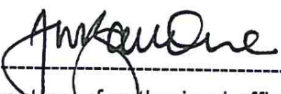
Signed in my capacity as Principal


Signature of witness

James Keeley
Name of witness (print)

Deputy Principal
Office held

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



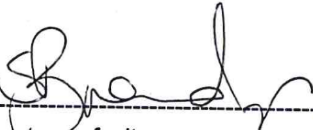
Signature of authorised officer

7/12/21.

Date

Mr Joe Zavone
of 110 Canberra Avenue
Griffith ACT 2603

Signed in my capacity as Principal



Signature of witness

Samantha Brady

Name of witness (print)

Director of Business Services.

Office held

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

M. Hutchison

Signature of authorised officer

7-12-21

Date

Mr Matthew Hutchison
of 27 Marr St
Pearce ACT 2607

Signed in my capacity as Headmaster

[Signature]

Signature of witness

CHRISTINE WORTH

Name of witness (print)

DIRECTOR BUSINESS SERVICES

Office held

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



Signature of authorised officer

6/12/21

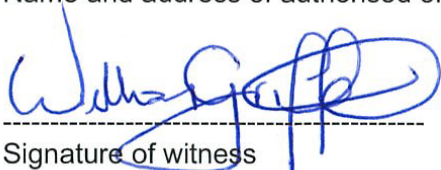
Date

CAROL MATTHEWS, 485-501 Wattle Street

Name and address of authorised officer

Villmo

NSW 2007



Signature of witness

WILLIAM GRIFFITHS

Name of witness (print)

Acting Secretary
NSW/ACT Branch

Office held - authorised officer

Table 1- Annual Salary

Standards Model

	Annual Salary From the First Full Pay Period on or after 1 October 2021 (2.75%)	Annual Salary From the First Full Pay Period on or after 1 October 2022 (2.75%)	Annual Salary From the First Full Pay Period on or after 1 October 2023 (2.75%)
Graduate	\$82,163*	\$84,422	\$86,744
Proficient 1	\$90,846	\$93,345	\$95,912
Proficient 2	\$96,311	\$98,959	\$101,681
Proficient 3	\$102,081	\$104,888	\$107,773
Proficient 4	\$107,851	\$110,816	\$113,864
Proficient 5	\$114,175	\$117,315	\$120,541
Highly Accomplished	\$121,215	\$124,549	\$127,974

*Graduate rate of pay for first full pay period on or after 1 October 2021 is an increase of 11.17%.

Table 2 – Salary/Salary Supplement

Promotion Position	Rates of pay – from the first full pay period on or after 1 October 2021 (2.75%)	Rates of pay – from the first full pay period on or after 1 October 2022 (2.75%)	Rates of pay – from the first full pay period on or after 1 October 2023 (2.75%)
Assistant Principal	\$150,243*	\$154,374	\$158,620
Primary Coordinator Secondary Coordinator 1	\$132,672	\$136,320	\$140,069
Secondary Coordinator 2 Salary Supplement			
20hrs < 30hrs	\$6,515	\$6,695	\$6,879
30hrs < 40hrs	\$9,779	\$10,048	\$10,324
40hrs < 50hrs**	\$12,917	\$13,272	\$13,637
Secondary Coordinator 3 Salary Supplement	\$4,884	\$5,018	\$5,156

*Assistant Principal rate of pay for first full pay period on or after 1 October 2021 is an increase of 7.79%.

**Teachers classified as Coordinator 2 as at (date of approval) cannot be required to be responsible for a program of instruction of between 40 and 50 hours per week except by agreement.

Table 3 – Casual Teachers Rates of Pay

	Casual rate From the First Full Pay Period on or after 1 October 2021 (2.75%)	Casual rate From the First Full Pay Period on or after 1 October 2022 (2.75%)	Casual rate From the First Full Pay Period on or after 1 October 2023 (2.75%)
Graduate			
Full Day	\$402*	\$413	\$424
Half Day	\$200*	\$206	\$212
Proficient, All Levels			
Full Day	\$514	\$528	\$542
Half Day	\$257	\$264	\$271

*Graduate rate of pay for first full pay period on or after 1 October 2021 is an increase of 11.17%.

Table 4 – Other Rates

Clause No.	Brief Description	Amount (\$)
10.3	Travelling Allowance:	\$0.78 cents per km

Annexure A: Portability of Personal / Carer's Leave

Part to be completed by Teacher (See Clause 14):

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

Annexure B: Catholic Schools Intrastate Long Service Leave Portability Arrangement

1. Application

1.1 THIS ANNEXURE WILL APPLY TO:

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

2. Objective

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

3. Definitions

FOR THE PURPOSE OF THIS ANNEXURE:

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

Schools Office operated by an Employer listed in Clause 6 of this Annexure and who is eligible to be enrolled as a member of the Union.

- (f) 'Union' means the Independent Education Union of Australia.

4. Long Service Leave Portability

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

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

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

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

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

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

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

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

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

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

5. Administrative Arrangements

5.1 Upon notification of termination the Employer will provide eligible employees with the following documentation:

- (a) Prescribed form as set out in **Part One** of this Annexure;
- (b) Information sheet as set out in **Part Three** of this Annexure;
- (c) Details of the employee's long service leave entitlements (refer **paragraphs 5.4(a) to 5.4(f)** below); and
- (d) An employee who is eligible to an entitlement to long service leave and/or has completed an initial qualifying period and terminates his/her services with an employer, and accepts a position as an employee with a new employer, may elect to make an application in accordance with this clause.

5.2 The employee will make an application in accordance with this Annexure in the prescribed form as specified in **Part One** of this Annexure, and submit it to the new employer within 14 days of commencing duties as an employee with the new employer.

5.3 The new employer will forward the completed application to the former employer.

5.4 On receipt of an application, the former employer will advise the new employer of the following details in relation to the applicant:

- (a) The period of service with the former employer;
- (b) Details of other periods of service with any other employer (the details of which will be supplied by the employee to the former employer);
- (c) Details of the calculation of the monetary entitlement which is to be made in recognition of continuous service (including the ordinary rate of pay with the former employer);
- (d) The date of termination of employment;
- (e) Details of past long service leave taken by the employee; and
- (f) The number of weeks long service leave accumulated by the employee on termination and the employee's full-time equivalent load on termination.

5.5 The former employer will remit within three months of the termination of employment of the employee as specified in paragraph 5.4(d), the value of the monetary entitlement as specified in paragraph 5.4(c) to the new employer.

5.6 The former employer will advise the new employer and the employee when the transfer has been affected.

6. Parties To The Annexure

THE CATHOLIC DIOCESAN SYSTEM AUTHORITY OF

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

CATHOLIC INDEPENDENT SCHOOLS

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

Our Lady of Mercy College, Parramatta	St. Scholastica's College, Glebe Point
Red Bend Catholic College, Forbes	St. Stanislaus' College, Bathurst
Rosebank College, Five Dock	St Vincent's College, Potts Point
Santa Sabina College, Strathfield	Trinity Catholic College, Lismore
Stella Maris College, Manly	Stella Maris College, Manly
St Augustine's College, Brookvale	

7. One Year Qualifying Period

THE CATHOLIC DIOCESAN SYSTEM AUTHORITY OF:

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

CATHOLIC INDEPENDENT SCHOOLS

The John Berne School, Lewisham	St. Clare's College, Waverley
Boys' Town, Engadine*	St. Dominic's College, Penrith
Brigidine College, St Ives	St. Edward's College, Gosford
Chevalier College, Bowral	St. Edmund's College, Canberra
Christian Brothers High School, Lewisham	St. Edmund's School, Wahrenonga
Daramalan College, Dickson, ACT	St. Gabriel's School, Castle Hill
Edmund Rice College, Wollongong	St. Gregory's College, Campbelltown
Holy Saviour School, Greenacre	St. Joseph's College, Hunters Hill
Kincoppal-Rose Bay School of the Sacred Heart	St. Lucy's School, Wahrenonga
Marist College, Canberra	St. Mary Star of the Sea College, Wollongong
Mater Dei School, Camden	St. Maroun's School, Dulwich Hill
Mount St. Benedict College, Pennant Hills	St Paul's International College, Moss Vale

Mount St Joseph, Milperra	St. Patrick's College, Strathfield
Oakhill College, Castle Hill	St. Patrick's College, Campbelltown
Maronite College of the Holy Family, Parramatta	St. Pius X College, Chatswood
Our Lady of Mercy College, Parramatta	St. Scholastica's College, Glebe Point
Rosebank College, Five Dock	St. Stanislaus' College, Bathurst
Santa Sabina College, Strathfield	St Vincent's College, Potts Point
St Vincent's College, Potts Point	Stella Maris College, Manly
Trinity Catholic College, Lismore	St. Augustine's College, Brookvale
Waverley College, Waverley	St Charbel's College, Punchbowl

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

8. Five Year Qualifying Period

CATHOLIC INDEPENDENT SCHOOLS

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

Agreement and Application to Transfer Long Service Leave Entitlements and Eligible Service in Accordance with the Catholic Schools Intrastate Long Service Leave Portability (State) Arrangement. Within fourteen days of commencing duties as an employee with the New Employer, the employee will complete Part One of this form and forward/give this form to the New Employer. The New Employer will complete Part Two, retain a copy, and forward the form to the Former Employer.

PART ONE (TO BE COMPLETED BY THE EMPLOYEE)

- 1) I, _____ was until ____/____/20____
employed at _____
School/College by _____
(Former Employer).
- 2) As from ____/____/20____ I have been/will be employed by

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

Dated this _____ day of _____ 20____

SIGNED _____

ADDRESS _____

PART TWO (TO BE COMPLETED BY THE NEW EMPLOYER)

I, _____

for and on behalf of

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

Dated this _____ day of _____ 20_____

For and on Behalf of the New Employer

PART THREE EMPLOYEE INFORMATION SHEET

EMPLOYEE INFORMATION SHEET

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

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

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

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

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

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

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

IN THE FAIR WORK COMMISSION

FWC Matter No.:
AG2021/8796

Applicant: Teachers (Daramalan College, Marist College Canberra, and St Edmund's College, Canberra) Multi-Enterprise Agreement 2021 - 2024

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

Undertaking – Section 190

I, Rachel Davies, Principal have the authority given to me by Daramalan College

And

I, Matthew Hutchinson, Headmaster have the authority given to me by the Trustees of the Marist Brothers trading as Marist Schools Australia on behalf of Marist College Canberra

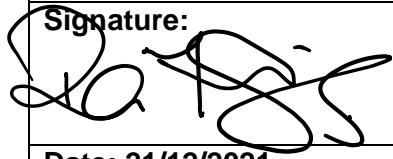

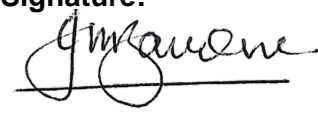
And

I, Joseph Zavone, Principal have the authority given to me by the Trustees of Edmund Rice Education Australia trading as St Edmund's College, Canberra

to give the following undertakings with respect to the Teachers (Daramalan College, Marist College Canberra, and St Edmunds College, Canberra) Multi-Enterprise Agreement 2021-2024 ("the Agreement"):

1. This Agreement will be read and interpreted in conjunction with the National Employment Standards (NES). Where there is an inconsistency between this agreement and the NES, and the NES provides a greater benefit, the NES provision will apply to the extent of the inconsistency.
2. Clause 3.1(v) "**Temporary Teacher** means a Teacher employed to work as a Full-Time or Part-Time Teacher for a specified period which is not more than a full school year, but not less than two school weeks" shall be read as not less than four school weeks.

These undertakings are provided on the basis of issues raised by the Fair Work Commission in the application before the Fair Work Commission.

Daramalan College	Marist College, Canberra	St Edmunds, Canberra
Signature: 	Signature: 	Signature: 
Date: 21/12/2021	Date: 22/12/2021	Date: 21/12/2021